



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

**AGENDA**

City of Bloomington Board of Park Commissioners  
Regular Meeting: Tuesday, February 27, 2018 4:00 – 5:30 p.m.

McCloskey Conference Room  
401 North Morton

**CALL TO ORDER - ROLL CALL**

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of January 23, 2018
- A-2. Approval of Claims Submitted January 24, 2018 – February 26, 2018
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Declaration of Surplus

**B. PUBLIC HEARINGS/APPEARANCES**

- B-1. Public Comment Period -
- B-2. Bravo Award -
- B-3. Parks Partner Award -
- B-4. Staff Introductions -

**C OTHER BUSINESS**

- C-1. Review/Approval of Amendment to STR Resources Agreement for roofing projects (Dave Williams)
- C-2. Review/Approval of encroachment agreement with Pedcor Companies (Dave Williams)
- C-3. Review/Approval of service agreement with JB Salvage for Landscaping Area (Joanna Sparks)
- C-4. Review/Approval of contract with Ecologic for Rail Trail Invasive Species Removal (Joanna Sparks)
- C-5. Review/Approval of contract with Ed Santos for Various 2018 Events (Hannah Buddin)
- C-6. Review/Approval of partnership agreement with Civic Theater (Crystal Ritter)
- C-7. Review/Approval of contract with Oracle Elevator for Banneker Community Center (Erik Pearson)
- C-8. Review/Approval of ERAC Advisory Council Member (Elizabeth Tompkins)
- C-9. Review/Approval of contract with Aerialogy for Spring Fling (Hannah Buddin)
- C-10. Review/Approval of contract with Mominee Tree for RCA Park (Lee Huss)
- C-11. Review/Approval of contract with Rick Patrick Tree Care for street tree pruning (Lee Huss)
- C-12. Review/Approval of service agreements for Sports Division (John Turnbull)
- C-13. Review/Approval of Farmers Market Advisory Council members (Marcia Veldman)
- C-14. Review/Approval of Farmers Market Prepared Food Vendors for 2018 season (Marcia Veldman)

**D. REPORTS**

- D-1. Operation Division -Switchyard Park Logo and Project Bidding Schedule (Dave Williams)  
-Environmental Resources Advisory Council Annual Report (Melissa Clark)
- D-2. Recreation Division - Community Foundation Grant Award (Erik Pearson)
- D-3. Sports Division -
- D-4. Administration Division - IPRA Awards (Julie Ramey)

**ADJOURNMENT**



CITY OF BLOOMINGTON  
parks and recreation

A-1

02-27-2018

Board of Park Commissioners  
Regular Meeting  
Minutes

Tuesday, January 23, 2018  
4:00 p.m. – 5:30 p.m.

Council Chambers  
401 N. Morton

**CALL TO ORDER**

The meeting was called to order by Mr. Les Coyne at 4:01 p.m.

**Board Present:** Mr. Les Coyne, Mr. Joe Hoffmann, Ms. Kathleen Mills and Ms. Darcie Fawcett

**Staff Present:** Ms. Paula McDevitt, Mr. Dave Williams, Mr. John Turnbull, Ms. Becky Higgins, Ms. Julie Ramey, Ms. Kim Clapp, Mr. Mark Marotz, Ms. Sarah Owen, Ms. Leslie Brinson, Ms. Hannah Buddin, Ms. Elizabeth Tompkins, Ms. Marcia Veldman, Mr. Steve Cotter, Ms. Alison Miller, Mr. Hsiung Marler, Ms. Missy Grabowski, Ms. Crystal Ritter, and Ms. Joanna Sparks

**A. PUBLIC HEARINGS/APPEARANCES**

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of December 12, 2017 Meeting
- A-2. Approval of Claims Submitted December 8, 2017 through January 19, 2017
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

Ms. Kathleen Mills made a motion to approve the Consent Calendar. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**B. PUBLIC HEARINGS/APPEARANCES**

**B-1. Public Comment Period**

Notice of Public Hearing on Resolution to Acquire Property Pursuant to Indiana Code § 36-10-4-25 by the City of Bloomington Board of Park Commissioners. Mr. Les Coyne opened the public hearing on Resolution 17-06 to acquire property located at 100-12 W. Club House Drive, Bloomington, Indiana 47401. The Board of Park Commissioners adopted Resolution 17-06 on December 12, 2017 and a copy of Resolution 17-02 was made available at the Parks and Recreation Department located at 401 N Morton St, Suite 250, Bloomington, IN 47404. The properties will be used for additional greenspace in Lower Cascades Park and serves a public purpose and furthers the public welfare by enhancing recreational opportunities in the Bloomington area. The Board will now receive or hear remonstrance from any person interested in or affected by the proceedings. None approached the podium. Mr. Coyne invited comments from Ms. Paula McDevitt, Administrator.

Ms. Paula McDevitt commented, the two properties owned by Dagom Gaden Tensung Ling Monastery have been appraised at a value of \$400,000, and will be purchased from bond number GL977-18-1816d (977-2017q). Legal counsel has guided the Department through this process. The Board passed Resolution 17-06 on December 12, 2017. A public notice was posted, inviting the community to this hearing, providing an opportunity to voice their comments or opinions. Ms. McDevitt opened the floor to anyone wishing to make a comment. There were no comments.

Mr. Les Coyne closed the hearing.

Mr. Trondon Wright Randolph approached the podium. Mr. Randolph a Bloomington resident, stated he is an avid disc golf player and plays at Crestmont Park. Mr. Randall thanked the Board for the improvements that have been made at Crestmont Park. Mr. Randolph believes the sport of disc golf, is a unique game and creates community involvement for all ages. Disc golf is a good way to get exercise and a sport that kids can learn to play. This sport ties into the elements of what makes communities unique, and what allows parks to be adopted by those activates. Crestmont Park is a great example of how parks can be transformed by adding a disc golf course. Mr. Randolph stressed the importance of consider adding a disc golf course to the design of the Switchyard Park.

The Board thanked Mr. Randolph for his time.

**B-2. Spotlight Award – Price Electric**

Ms. Sarah Owen, Community Relations Coordinator, the Department would like is to recognize Price Electric for the quality and reliable work provided to the Department’s facilities. Price Electric has been a preferred vendor of the Sports Division for over 25 years, not only for their quality of work, but also for their quick response time and providing services at crucial moments. Ms. Owen invited Mr. Jim Britton, Owner to the podium.

Mr. Jim Britton approached the podium. Mr. Britton stated Price Electric appreciates the relationship that has been established with the Parks Department. This relationship is a two-way street and we thank you.

Mr. John Turnbull approached the podium. You never know when a vendor relationship may develop into a long term business relationship. I met Jim years ago and was so impressed with his work ethics. I knew this was the type of commitment we wanted in our vendors.

The Board thanked Mr. Britton

**B-3. Parks Partner Award – None**

**B-4. Staff Introduction**

Ms. Melissa Grabowski came to us from IU Recreations Sports, and has recently accepted the position of Customer Service Representative. For the past 22 years, Ms. Grabowski has lived in Bloomington. During that time, her three children participated in many of the programs offered by the Department. Ms. Grabowski looks forward to being part of the community.

Mr. Justin Mazany will be joining Community Events as an Intern. Mr. Mazany will be graduating from Indiana University in May with a Bachelors’ Degree in Recreation Management. Mr. Mazany grew up in a community that did not offer regularly organized events. When Mr. Mazany moved to Bloomington and experienced what the Department offered, he discovered he had a deep passion for providing the community with access to organized creative events. Ms. Mazany is eager and exited to give back to Bloomington, and learn the ins and outs of local government.

Ms. Marie Wirsing will be joining the Sports Division as an Intern. Ms. Wirsing is scheduled to graduate in May 2018 from Indianan University with a Bachelors’ of Science in Public Affairs. Ms. Wirsing has taught English in China, studied a semester in Poland, and worked at summer camps in Telluride Colorado. Ms. Wirsing is interested in local or state government, and hopes this internship will expose her to career options in those areas.

**C. OTHER BUSINESS**

**C-1. Resolution 18-01 Appropriating Parks Non-Reverting Expenditures for the 2018 Fiscal Year.**

Ms. Paula McDevitt, Administrator, the Department recommends the approval of Resolution 18-01, funds will be made available for appreciation in the Parks Non-Reverting Operating funds as result of fees, charges, donations and grants monies collected. This if for Fiscal Year January 1, 2018 to December 31, 2018 in the amount of \$2,192,384 and will be used for program budgets.

Ms. Kathleen Mills motioned to approve Resolution 18-01 Appropriating Parks Non-Reverting Expenditures for the 2018 Fiscal Year. Ms. Fawcett seconded the motion. The motion was unanimously carried. 4 ayes, 0 noes, 0 absent

**C 2. Review/Approval of Indiana University Health Bloomington Hospital Stream Mitigation Restrictive Covenant for Ferguson Dog Park**

Mr. Steve Cotter, Natural Resources Manager, the purpose of the Declaration is to restrict the current and future use of the Mitigation Property in perpetuity in order to protect aquatic resources functions and values, scenic, resources, environmental, and other conservation values, and conservation functions and ecological services: to establish the Mitigation Property and an open, common, and undeveloped conservation area; and to preserve the natural condition of the Mitigation Property in perpetuity.

Ms. Kathleen Mills motioned to approve the Indianan University Health Bloomington Hospital Stream Mitigation Restrictive Covenant for Ferguson Dog Park. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried

**C-3 Review/Approval of Partnership Agreement with Indiana University Health Bloomington.**

Ms. Alison Miller, Health and Wellness Coordinator in order to provide the community with programs which promote social, physical, emotional, mental, and environmental health in the community, the Department wishes to partner with Indiana University Health Bloomington. The purpose of this Agreement is to outline a program partnership, which will provide community health education, programs, training, marketing, and opportunities to benefit the health and wellness of the community by combining available resources from each party. This has been a successfully partnership for many years. Ms. Miller invited Wendy Hernandez, Vice President of Professional Services with IU Health to the podium.

Ms. Hernandez approached the podium. The Goal of IU Health is to promote wellness in the community. We know that begins at an early age, teaching healthy eating habits and staying active throughout. How to get people to live a healthy life style. We value our time and partnership with the Parks Department. Being that community resource that is very affordable, for anybody to participate in and often times free. We thank you for allowing us to be part of this partnership, and being part of this great community.

Ms. Kathleen Mills motioned to approve the Partnership Agreement with Indianan University Health Bloomington. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried

**C-4 Artist Contract – Bicentennial Arbor Day Poster**

Ms. Julie Ramey, Community Relations Manager the Department would like to celebrate the City of Bloomington’s Bicentennial, its 34<sup>th</sup> consecutive year of being named a Tree City USA, and Arbor Day with a unique, commemorative poster. The Department requires the services of an Artist in order to creatively develop, in reproducible two-dimensional medium, and 18”x24” artwork suitable for reproduction as a print on paper. Proposals are due January 31, 2018, selection made by February 16, 2018 and completed artwork submitted by March 1, 2018. Due to this time frame, a template of this contract is being provided to the Board. The artist will be selected at a later date, and the contract will be presented to the Board at the February 2018 meeting. The selected artist will receive a \$500 stipend, to be paid from the City of Bloomington’s Bicentennial budget.

Ms. Kathleen Mills motioned to approve the Artist Template Contract for the Bicentennial Arbor Day Poster. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried

**C-5 Review/Approval of Softball Supply Order**

Mr. Hsiung Marler, Sports Facility Manager staff recommends the approval of the annual purchase of softballs through USA Softball of Indiana (formerly Indiana ASA) based upon the quoted quantities and prices. Total of this year’s purchase will be \$8,750. Purchasing softball through the USA Softball of Indiana purchasing agreement with Worth/Rawlings will provide a substantial savings of purchasing through retailers.

Ms. Kathleen Mills motioned to approve the Annual Softball Purchase. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried

**C-6 Review/Approval of Contract with KingSnake Sound Company**

Ms. Crystal Ritter, Community Events Coordinator the Department wishes provide engineering services and sound equipment at 2018 community events. The Department requires the services of a consultant to provided engineering services, set-up and tear-down of sound equipment, and sound equipment rental. Staff recommends this contract with KingSnake Sound Company. Payment not to exceed \$1,625.

The Board inquired if the vendor provides the equipment or if Park's equipment is used.

Ms. Ritter responded do to the size of these events, the vendor provides the equipment. Parks equipment is used at small events.

Ms. Kathleen Mills motioned to approve the Contract with KingSnake Sound Company. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried

**C-7 Review/Approval of the 2018 A Fair of the Arts Exhibitor Agreement & Exhibitor Information**

Ms. Crystal Ritter, Community Events Coordinator the Department wishes to invited local artists to apply to participate in a juried arts and fine crafts fair, where local and regional artists display, demonstrate and sell their art. The Department recommends the Board approve the template for the 2018 A Fair of the Arts Exhibitor Agreement & Exhibitor Information. There are no significant changes to this year's contract.

Ms. Kathleen Mills motioned to approve the 2018 A Fair of the Arts Exhibitor Agreement & Exhibitor Information. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried

**C-8 Review/Approval of the 2018 Performing Arts Series Performance Artist Agreement**

Ms. Crystal Ritter, Community Events Coordinator the Department wishes provide the community with free concerts in the parks through the Performing Arts Series. Staff recommends the approval of the template agreement for the 2018 Performing Arts Series Performance Artist Agreement. This agreement outlines the policies and expectations of the performing artists as well as the Parks and Recreation Department. There have been no significant changes to this year's contract.

Ms. Kathleen Mills motioned to approve the template for the 2018 Performing Arts Series Performance Artist Agreement. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried

**C-9 Review/Approval of Contract for Services with Arendal Character Company**

Ms. Hannah Buddin, Community Events Specialist the Department wishes to provide entertainment at the Children's Expo in the form of two costumed characters. The Department requires the services of a consultant to provide two professional actors for a super hero and princess appearance at the Children's Expo. Staff recommends the approval of contract with Arendal Character Company.

The Board inquired what characters would be portrayed.

Ms. Buddin responded, the company does not have the Disney rights, but the characters will be similar to Captain America and the one of the Princesses of Arendale.

Ms. Kathleen Mills motioned to approve the Contract with Arendal Character Company. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried

**C-10 Review/Approval of Contract Rental of the Monroe Convention Center for the 2018 Children's Expo**

Ms. Hannah Buddin, Community Events Specialist the Department wishes to provide the community with a Children's Expo. Due to the size of the event a professional consultant is required, Monroe Convention Center is to provide facility, set up, and tear down of the tablecloths, skirting, tables, chairs and food service area. The event will include a Health Screening area, where attendees can receive free health screenings ranging from hearing tests, to eyesight and oral check-ups. Staff recommends the approval of this contract with Monroe Convention Center.

Ms. Kathleen Mills motioned to approve the Contract with Monroe Convention Center. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried

**C-11 Review/Approval of Contract with Billy B Productions (William Brennan)**

Ms. Crystal Ritter, Community Events Coordinator the Department wishes to provide entertainment at the Summer Sampler event. The Department requires a professional consultant to provide a musical performance for 60 minutes at the event, which is part of the 2018 Bicentennial Events and supported by the Bloomington Tree Commission. Staff recommends the approval of this contract with Billy B. Productions.

Ms. Kathleen Mills motioned to approve the contract with Billy B Productions (William Brennan). Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried

**C-12 Review/Approval of Consultant Contract Agreement Waldron, Hill, Buskirk Park Site Improvements Crestmont Park Playground Improvements**

Mr. Dave Williams, Operations Director the Department wishes to acquire site design and construction documents to make needed improvements to the lawn performance area at Waldron, Hill, Buskirk Park and a reconstruction and expansion of the playground at Crestmont Park. The Department requires the services of a professional consultant in order to perform these design services. Waldron, Hill, Buskirk project is fund by Parks Bond, and the Crestmont playground is funded by a combination of grant and Park Bond funds. Staff recommends the approval of the contract with Cornerstone PDS in the amount of \$44,615.

Ms. Kathleen Mills motioned to approve the contract with Cornerstone PDS. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried

**C-13 Review/Approval of Environmental Resources Advisory Council Appointments**

.Ms. Elizabeth Tompkins, Natural Resources Coordinator Staff recommends the approval of the Environmental Resources Advisory Council reappointments of Jeff Ehman, the liaison from the Utilities Service Board, Bill Jones, who has been a long standing member and brings knowledge of lakes, Angie Shelton, who brings knowledge of invasive species and deer management, and the appointment of a new member, Denise Gardner who has experience with the Sassafras Audubon Society as well as participating in the Bloomington Citizens Academy. This will leave two vacant seats on the Council.

Ms. Kathleen Mills motioned to approve the Environmental Resources Advisory Council Appointments. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried

**C-14 Election of Officers**

Mr. Hoffmann nominated Ms. Kathleen Mills as President of the Board of Park Commissioners. Ms. Fawcett second the nomination. The nomination was unanimously carried.

Mr. Hoffmann nominated Ms. Darcie Fawcett as Vice President of the Board of Park Commissioners. Ms. Mills second the nomination. The nomination was unanimously carried.

Ms. Mills nominated Mr. Joe Hoffmann as Board of Park Commissioners representative to the Plan Commission. Ms. Fawcett second the nomination. The nomination was unanimously carried.

Mr. Hoffman nominated Mr. Less Coyne as Board of Park Commissioners first alternate representative to the Plan Commission. Ms. Fawcett second the nomination. The nomination was unanimously carried.

Mr. Hoffman nominated Ms. Kathleen Mills as Board of Park Commissioners second alternate representative to the Plan Commission. Ms. Fawcett second the nomination. The nomination was unanimously carried.

Mr. Hoffmann nominated Ms. Kim Clapp as the secretary to the Board of Park Commissioners. Ms. Fawcett second the nomination. The nomination was unanimously carried

**D REPORTS**

D-1. Operations Division – Griffy Lake Nature Preserve Deer Cull Report

Mr. Steve Cotter, Natural Resources Manager approached the podium and present the report to the Board. This report is for the information of the Board.

This report will detail the results of the deer cull completed by the wildlife management contractor White Buffalo Inc. in December of last year. An earlier deer cull effort that was scheduled to occur in 2014 was cancelled because a large acorn crop interfered with the success of baiting efforts.

Griffy Lake Nature Preserve is a 1,200 acre (1.9 square miles) park consisting of a 109 acre lake surrounded by forested ridges and ravines on the north side of Bloomington. The property is owned by the City of Bloomington and is managed by the Bloomington Parks and Recreation Department under separate agreements between the Board of Park Commissioners and the Utilities Services Board and the Indiana Department of Natural Resources Division of Nature Preserves.

Browse damage by deer in the Griffy Lake Nature Preserve was noted in the Griffy Lake Master Plan Update in 2008. In 2010 the Joint City of Bloomington-Monroe County Deer Task Force was formed in response to residents' concerns about deer in urban and suburban areas and at Griffy Lake Nature Preserve. The Task Force was charged with developing recommendations to mitigate issues of human-deer interaction, the ecological impact of deer and to engage in public education. The group submitted its report in December 2012. The task force summarized two years of meetings and research on the topic in their final report.

The executive summary of Common Ground: Toward Balance and Stewardship, the recommendations of the task force, stated: *"When it comes to deer at Griffy Woods, clear evidence points to ecosystem damage by deer-native tree seedlings are not regenerating; herbaceous plant species are severely compromised and possibly going locally extinct; invasive species are taking over some areas; the forest understory is unnaturally open; and understory-reliant birds and other animals are losing habitat."*

Deer enclosure studies in Griffy Lake Nature Preserve over a period of several years clearly indicated that there is a significant difference in all types of vegetation between the areas that were protected from deer browsing, and those that were not. *"We found strong effects of deer exclusion on all aspects of understory vegetation measured. The complete lack of native tree recruitment in control plots is particularly dramatic given that deer had been excluded from the plots for only two or three years in 13 of 15 plots. The only woody plant recruitment in the control plots was by invasive shrubs and unpalatable native shrubs."*

For the Griffy Lake Nature Preserve the Deer Task Force recommended: *Sharpshooting for immediate, substantial and humane reduction. To restore the ecological integrity of Griffy, a substantial number of deer need to be culled soon to avoid irreversible ecological damage. Sharpshooting is the most efficient way to cull the greatest number of deer in the most humane way possible. All deer culled in this effort should be donated to the local food bank.*

The Master Plan for the 250 acre Griffy Woods Nature Preserve, which covers the southwest quadrant of the Griffy Lake Nature Preserve, was approved by the City of Bloomington Parks and Recreation Department and the State of Indiana Natural Resources Commission. The Master Plan specifically states: *"... the Nature Preserve shall be managed to maintain and/or restore it to natural ecological conditions ... in the case of this Nature Preserve, the main purpose of the dedication is to preserve and restore natural forest communities and the associated rare native plants"*.

The goal of the sharpshooting effort was to remove enough deer from the Griffy Lake Nature Preserve to reduce the browse pressure on understory plant species and seedling trees to the point these species are able to recover, and to grow once again at Griffy Lake. The re-establishment and median heights of different indicator plant species (including violets, trilliums, baneberry, Jack-in-the-pulpit, and sweet cicely), as well as the abundance and height of native hardwood tree seedlings, have been, and will continue to be, used to determine the success of deer herd reduction efforts.

The 2017 deer cull took place over 10 nights between December 15th and 28<sup>th</sup> (no sharpshooting occurred between 12-24 and 12-26.) The cull resulted in the removal of 62 deer from the Griffy Lake Nature Preserve. 43 females and 19 males were harvested over 9 days. The deer were processed by KW Deer Processing with financial assistance from Farmers and Hunters Feeding the Hungry. 1682 pounds of venison will be donated to the Hoosier Hills Food Bank.

The cost of the 2017 deer cull included:

White Buffalo Inc.	\$35,000
Bruce Wilds Security	\$ 4,650
KW Deep Processing (50%)	\$ 2,480.
Rental Vehicle	\$ 685.64
Corn	\$ 472.14
<u>Park Signage</u>	<u>\$ 210.</u>

Total \$43,497.78

The recovery of the ecosystem within Griffy Lake Nature Preserve will require that deer browse pressure remain low enough for the plant community to recover. All of the animal species at Griffy rely on plants for their survival. Deer have reduced the number, size and reproductive success of most species of plants in the preserve, which has a negative effect on the mammals, birds, reptiles, amphibians, insects and other life forms in the preserve. Deer browse pressure must be kept low, especially during the recovery period, if the populations of these species are to thrive within the Griffy Lake Nature Preserve.

Deer numbers appear to be higher south of Griffy Lake than they are to the north. 40 deer were harvested south of the lake compared to 22 harvested north of the lake despite an equal amount of hours spent on both areas. Two likely reasons for this disparity are that hunting is occurring on private property immediately north of the Griffy Lake Nature Preserve which may decrease the number of deer browsing inside the north boundary of the preserve. The other reason may be the high quality deer habitat provided by the Indiana University Golf Course to the south of the preserve. The long-term success of deer management in this area may require deer herd management on Indiana University property.

The Department is exploring options to maintain the deer population at a sustainable level within the Griffy Lake Nature Preserve and other parks. Optimal deer density in this part of the country is thought to be around 15 deer per square mile, however it may be necessary to keep the population lower than that for a period of time to allow plant species to recover. The Indiana Department of Natural Resources recently developed the Community Hunting Access Program to help communities address overabundant deer by allowing hunting on public properties. Bloomington Parks and Recreation will consider this and other options to manage the deer herd at Griffy, and at other parks.

Hunting has decreased in Indiana. In 2017, hunters harvested less than 120,000 deer, which is the lowest number since 2003. Deer vehicle collision has risen, there were 9 collisions on the roads surrounding Griffy Lake Nature Preserve in the two years prior to the cull. There were 14,000 crashes that resulted in injury or at least \$750 worth of property damage reported in Indiana last year. The cost of those vehicle collisions crashes were \$119,000,000. Chronic wasting disease has been reported in Michigan and Illinois. It has not been found in Indiana at this time, but this could also influence deer population.

Board clarified a misrepresentation. There was a guest column in the Herald Times, which stated the deer cull was a failure due to the goal was a 100 deer and 62 were killed, therefore it was a failure. The language in the signed contract was up to a 100 deer, not a goal of 100 deer. That was the cap, so 62 was not a failure. It will be interesting going forward, to see how things recover with less deer pressure.

Mr. Cotter stated, that is true. We will not know if it is successful until we measure the plants.

The Board inquired when the plant measurement will occur.

Mr. Cotter stated, the plant measurements will begin in April. Starting with the spring wildflowers, with the trees measurement occurring later. Plants will be measured at Griffy this spring and summer, just as has been done the last four years. Staff is not sure what those results will be, a lot will depend on the weather condition. The amount of sunshine and rain will have an effect on the plants. The plants have been measured for a while and that will continue. Hopefully we will see some trends that the plants are recovering.

The Board thanked Council Members, Susan Sanders and Dave Rollo for their support through in this process. The Board thanked Steve Cotter for his hard work.

D-2. Recreation Division – No Report

D-3. Sports Division – No Report

D-4 Administrative Division – No Report

Ms. McDevitt, Administrator reminded the Board and public, the next Park Board meeting will be held Tuesday, February 27, 2018.

Mr. Les Coyne, thanked his colleagues for allowing him to serve as chair on this body. Allowing him a deep association with an incredible department and incredible staff.

**ADJOURNMENT**

Meeting adjourned at 5:10 p.m.

Respectfully Submitted,



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Kim Clapp, Secretary Board of Park Commissioners



**CITY OF BLOOMINGTON**  
**Journal Fund Summary Report**

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type				
Parks - Parks & Recreation	2018-00001186	BA	GL	01/26/2018	Adjust negative balance in NR budget expense line							
					G/L Date	Description	Increase Amount	Decrease Amount	Balance Sheet	Revenues	Expenses	
					01/26/2018	201	Parks and Rec Non Reverting	6,000.00	0.00	0.00	0.00	6,000.00
					Journal 2018-00001186 Totals:			\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00

CITY OF BLOOMINGTON  
**Journal Fund Summary Report**

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type	
Parks - Parks & Recreation	2018-00001187	BA	GL	01/26/2018	NR budget adjustment				
		G/L Date	Description		Increase Amount	Decrease Amount	Balance Sheet	Revenues	Expenses
	01/26/2018	201	Parks and Rec Non Reverting		1,000.00	0.00	0.00	0.00	1,000.00
Journal 2018-00001187 Totals:					\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00



REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2017	2017	2017	2017	2018	2018	2018	
January 2018	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	January	to date	Budget	January	to date	change
<b>General Fund</b>								
Administration	750,594	739,993	43,007	5.81%	621,831	225,073	36.20%	423.34%
Health & Wellness	105,197	97,753	10,096	0.00%	105,923	10,928	9.53%	8.25%
Community Relations	423,303	378,011	79,664	21.07%	416,453	43,337	19.13%	-45.60%
Aquatics	330,688	297,537	7,728	2.60%	328,839	7,897	2.40%	2.19%
Frank Southern Center	341,117	338,165	43,898	12.98%	359,800	51,551	14.33%	17.44%
Golf Services	885,638	864,187	38,531	4.46%	935,271	40,788	4.36%	5.86%
Natural Resources	370,961	320,835	24,659	7.69%	392,366	27,910	7.11%	13.18%
Youth Programs	59,844	55,165	5,843	10.59%	60,195	5,904	9.81%	1.04%
TLRC	282,216	280,198	30,365	10.84%	284,750	30,982	10.88%	2.03%
Community Events	384,284	347,783	33,510	9.64%	414,238	39,738	9.59%	18.59%
Adult Sports	288,431	266,304	17,216	6.46%	323,760	19,939	6.16%	15.82%
Youth Sports	267,398	267,488	16,622	6.21%	271,744	17,367	6.39%	4.48%
BBCC	304,977	275,756	28,222	10.23%	289,803	35,440	12.23%	25.58%
Inclusive Recreation	72,632	73,771	6,160	8.35%	78,403	5,499	7.01%	-10.73%
Operations	1,546,438	1,434,103	100,612	7.02%	1,890,127	119,895	6.34%	19.17%
Landscaping	283,362	227,841	11,978	5.26%	311,041	16,947	5.45%	41.48%
Cemeteries	173,285	162,628	11,543	7.10%	182,605	14,121	7.73%	22.34%
Urban Forestry	400,381	386,720	23,403	6.05%	585,324	31,251	5.34%	33.53%
<b>General Fund total:</b>	<b>7,270,746</b>	<b>6,814,238</b>	<b>533,057</b>	<b>7.82%</b>	<b>7,852,474</b>	<b>744,566</b>	<b>9.48%</b>	<b>39.68%</b>
<b>Non-Reverting Fund</b>								
Administration	27,640	3,328	273	8.19%	14,650	790	5.40%	190.02%
Health & Wellness	1,914	1,172	1	0.10%	1,240	8	0.65%	618.58%
Community Relations	4,650	1,465	0	0.00%	4,650	0	0.00%	0.00%
Aquatics	64,433	38,939	251	0.64%	69,543	7	0.01%	-97.18%
Frank Southern Center	94,423	77,769	6,605	8.49%	97,498	6,126	6.28%	-7.26%
Golf Services	126,105	98,300	0	0.00%	133,709	155	0.12%	0.00%
Natural Resources	50,992	23,820	5	0.02%	53,485	4,853	9.07%	0.00%
Youth Programs	178,521	198,464	8,579	4.32%	209,805	6,976	3.33%	-18.68%
*TLRC - day to day	970,663	835,622	20,931	2.50%	470,943	40,054	8.51%	91.37%
Community Events	190,881	166,067	11,162	6.72%	181,069	12,848	7.10%	15.10%
Adult Sports	230,225	164,008	3,053	1.86%	199,830	1,478	0.74%	-51.58%
Youth Sports	26,845	19,068	859	4.51%	18,754	876	4.67%	1.98%
BBCC	25,403	44,054	4,276	9.71%	15,892	3,732	23.48%	-12.72%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	19,195	56,104	6	0.01%	52,861	12	0.02%	100.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	14,800	32,436	149	0.46%	12,877	6,093	47.32%	0.00%
Landscaping (CCC Prop.)	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	0	0	0	0.00%	4,750	0	0.00%	0.00%
<b>N-R Fund subtotal:</b>	<b>2,026,690</b>	<b>1,760,617</b>	<b>56,150</b>	<b>3.19%</b>	<b>1,541,556</b>	<b>84,009</b>	<b>5.45%</b>	<b>49.62%</b>
TLRC - bond	539,104	539,104	429,574	79.68%	671,946	430,026	64.00%	0.00%
<b>N-R Fund total:</b>	<b>2,565,794</b>	<b>2,299,721</b>	<b>485,724</b>	<b>21.12%</b>	<b>2,213,502</b>	<b>514,035</b>	<b>23.22%</b>	<b>5.83%</b>
<b>Other Misc Funds</b>								
MCCSC 21st Com Learn Cnt G	29,950	41,391	1,882		884	1,148		
G14004 Tree Planting			0					
G14006 Out-of School Prg.			0					
G15008 Summer Food Prg.	11,115	17,606	0		11,115	0		
G15009 Nature Days S/Star		4,318	0			0		
Griffy Lake Nature Day		5,137	1,900	36.98%		1,896	0.00%	0.00%
Wapehani I-69 Mitigation		201,075	0	0.00%		0	0.00%	0.00%
Leonard Springs Nature		3,841	1,701	44.29%		1,964	0.00%	0.00%
Banneker Nature Day		0	0			0		
DNR Grant		0		0.00%		0	0.00%	0.00%
Kaboom Play			0		451			
Goat Farm		1,777				0		
Giffy LARE		17,286				0		
<b>Other Misc Funds total:</b>	<b>41,065</b>	<b>273,367</b>	<b>5,483</b>	<b>2.01%</b>	<b>12,450</b>	<b>5,008</b>	<b>40.23%</b>	<b>0.00%</b>
<b>TOTAL ALL FUNDS</b>	<b>9,877,604</b>	<b>9,387,327</b>	<b>1,024,263</b>	<b>10.91%</b>	<b>10,078,425</b>	<b>1,263,609</b>	<b>12.54%</b>	<b>23.37%</b>

\*NR BACC/Project School has been combined with TLRC

<b>REVENUES AND EXPENSES: COMPARISON REPORT</b>								
<b>Revenues January 2018</b>								
	2017	2017	2017	2017	2018	2018	2018	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	<u>Budget</u>	<u>for year</u>	<u>January</u>	<u>to date</u>	<u>for year</u>	<u>January</u>	<u>to date</u>	<u>change</u>
<b>General Fund</b>								
Taxes/Misc Revenue	6,030,050	6,065,105	6,065,105	100.00%	6,258,520	0	0.00%	-100.00%
Administration	500	1,966	0	0.00%	500	0	0.00%	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	153,500	194,506	0	0.00%	168,000	0	0.00%	0.00%
Frank Southern	219,900	184,531	37,683	20.42%	224,900	47,173	20.98%	25.18%
Golf Services	568,500	542,711	4,567	0.84%	526,700	-358	-0.07%	-107.83%
Natural Resources	0	0	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	10,700	12,340	180	1.46%	10,700	405	3.79%	125.00%
Adult Sports	78,000	63,772	0	0.00%	71,000	0	0.00%	0.00%
Youth Sports	33,900	28,995	-12	-0.04%	32,000	-21	-0.07%	81.42%
BBCC	12,000	12,223	268	2.19%	11,000	145	1.32%	-45.88%
Operations	0	25	25	100.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	39,700	26,833	6,075	22.64%	31,050	2,825	9.10%	-53.50%
Urban Forestry		0	0	0.00%		0	0.00%	0.00%
G17011 Urban Forestry		12,000	0			0	0.00%	
<b>Subtotal Program Rev</b>	<b>1,116,700</b>	<b>1,067,902</b>	<b>48,787</b>	<b>4.57%</b>	<b>1,075,850</b>	<b>50,169</b>	<b>4.66%</b>	<b>2.83%</b>
<b>General Fund Total</b>	<b>7,146,750</b>	<b>7,133,007</b>	<b>6,113,892</b>	<b>85.71%</b>	<b>7,334,370</b>	<b>50,169</b>	<b>0.68%</b>	<b>-99.18%</b>
<b>Non-Reverting Fund</b>								
Administration	40,650	36,327	9,253	25.47%	40,600	8,172	20.13%	-11.68%
Health & Wellness	3,550	3,124	126	4.02%	2,739	194	7.08%	54.46%
Community Relations	4,650	3,000	0	0.00%	4,650	1,000	21.51%	0.00%
Aquatics	126,373	113,789	460	0.40%	122,700	470	0.38%	2.17%
Frank Southern	153,400	126,988	16,040	12.63%	151,900	16,425	10.81%	2.40%
Golf Services	151,300	163,579	942	0.58%	158,500	-960	-0.61%	-201.88%
Natural Resources	58,525	70,821	344	0.49%	60,890	290	0.48%	-15.57%
Youth Programs	189,866	218,910	4,466	2.04%	215,060	5,860	2.72%	31.22%
*TLRC -Operational	782,329	750,934	85,116	11.33%	763,029	80,872	10.60%	-4.99%
Community Events	191,760	214,892	3,475	1.62%	193,752	4,235	2.19%	21.86%
Adult Sports	216,500	147,655	9,465	6.41%	207,000	-225	-0.11%	-102.38%
Youth Sports	25,000	25,624	589	2.30%	19,500	0	0.00%	-100.00%
BBCC	29,420	59,280	1,984	3.35%	5,150	380	7.38%	-80.85%
Operations	51,640	57,121	4,592	8.04%	56,440	4,698	8.32%	2.29%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	82,800	73,736	5,300	7.19%	0	0	0.00%	-100.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,300	17,911	0	0.00%	9,300	1,600	17.20%	0.00%
<b>N-R Fund subtotal:</b>	<b>2,117,463</b>	<b>2,083,690</b>	<b>142,153</b>	<b>6.82%</b>	<b>2,011,610</b>	<b>123,011</b>	<b>6.12%</b>	<b>-13.47%</b>
<b>Other Misc Funds</b>								
G14006 Out-of-School Prg		20	0			0		
G14007 MCCSC 21st Com	60,000	21,410	0		60,000	0		
G14009 Summer Food Grant	13,744	19,059	0		27,864	0		
G14004 Tree Planting						0		
Kaboom Play Everywhere						0		
Urban Forestry EAB		2,000	0			0		
Wapehani Mitigation I69		233,543	6,342			0		
Griffy LAE Veg. Mgt		14,453	0			0		
G15008 Leonard Spring		0	0			0		
G15009 Griffy Nature Days		4,988	0			0		
(902) Rose Hill Trust		445	0			49		
G17007 - Goat Farm		0	0			0		
Banneker Nature Days		0	0			0		
Nature Days Star		4,340	0			0		
<b>Other Misc Funds total:</b>	<b>0</b>	<b>300,258</b>	<b>6,342</b>		<b>87,864</b>	<b>49</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,264,213</b>	<b>9,516,954</b>	<b>6,262,386</b>	<b>65.80%</b>	<b>9,433,844</b>	<b>173,229</b>	<b>1.84%</b>	<b>-97.23%</b>
*BACC/Project School has been combined with TLRC								

Correction was made to Urban Forestry and Community Event totals. At the end of December, \$15,001.44 of revenue was entered into incorrect account line. Was placed in Community Events (Performing Art Series), should have been deposited in Urban Forestry.

REVENUES AND EXPENSES: COMPARISON REPORT				Updated Report				
Revenues December 2017								
	2016	2016	2016	2016	2017	2017	2017	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	Budget	for year	December	to date	for year	December	to date	change
<b>General Fund</b>								
Taxes/Misc Revenue	5,690,177	5,822,418	5,822,418	100.00%	6,030,050	6,065,105	100.58%	4.17%
Administration	1,000	1,095	1,095	100.00%	500	1,966	393.13%	79.47%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	142,000	172,401	172,401	100.00%	153,500	194,506	126.71%	12.82%
Frank Southern	188,000	205,655	205,655	100.00%	219,900	184,531	83.92%	-10.27%
Golf Services	561,000	513,807	513,807	100.00%	568,500	542,711	95.46%	5.63%
Natural Resources	0	-11	-11	100.00%	0	0	0.00%	0.00%
Youth Services	0	-237	-237	100.00%	0	0	0.00%	0.00%
Community Events	10,125	11,545	11,545	100.00%	10,700	12,340	115.33%	6.89%
Adult Sports	79,000	72,075	72,075	100.00%	78,000	63,772	81.76%	-11.52%
Youth Sports	40,000	29,565	29,565	100.00%	33,900	28,995	85.53%	-1.93%
BBCC	10,000	13,389	13,389	100.00%	12,000	12,223	101.86%	-8.71%
Operations	0	1,622	1,622	100.00%	0	25	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	27,300	34,225	34,225	100.00%	39,700	26,833	67.59%	-21.60%
Urban Forestry	0	0	0	0.00%		0	0.00%	0.00%
G17011 Urban Forestry						12,000	0.00%	
<b>Subtotal Program Rev</b>	<b>1,058,425</b>	<b>1,055,131</b>	<b>1,055,131</b>	<b>100.00%</b>	<b>1,116,700</b>	<b>1,079,902</b>	<b>96.70%</b>	<b>2.35%</b>
<b>General Fund Total</b>	<b>6,748,602</b>	<b>6,877,549</b>	<b>6,877,549</b>	<b>100.00%</b>	<b>7,146,750</b>	<b>7,145,007</b>	<b>99.98%</b>	<b>3.89%</b>
<b>Non-Reverting Fund</b>								
Administration	41,550	40,249	40,249	100.00%	40,650	36,327	89.36%	-9.74%
Health & Wellness	3,550	1,367	1,367	100.00%	3,550	3,124	88.00%	128.59%
Community Relations	2,000	2,113	2,113	100.00%	4,650	3,000	64.52%	42.01%
Aquatics	117,000	120,678	120,678	100.00%	126,373	113,789	90.04%	-5.71%
Frank Southern	129,000	138,537	138,537	100.00%	153,400	126,988	82.78%	-8.34%
Golf Services	153,000	151,474	151,474	100.00%	151,300	163,579	108.12%	7.99%
Natural Resources	59,200	78,233	78,233	100.00%	58,525	70,821	121.01%	-9.47%
Youth Programs	158,400	208,903	208,903	100.00%	189,866	218,910	115.30%	4.79%
*TLRC -Operational	770,229	749,635	749,635	100.00%	782,329	750,934	95.99%	0.17%
Community Events	171,656	192,373	192,373	100.00%	191,760	214,892	112.06%	11.71%
Adult Sports	281,000	251,616	251,616	100.00%	216,500	147,655	68.20%	-41.32%
Youth Sports	26,800	23,610	23,610	100.00%	25,000	25,624	102.50%	8.53%
BBCC	27,620	65,764	65,764	100.00%	29,420	59,280	201.49%	-9.86%
Operations	30,700	132,036	132,036	100.00%	51,640	57,121	110.61%	-56.74%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	82,800	72,236	72,236	100.00%	82,800	73,736	89.05%	2.08%
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	8,900	10,439	10,439	100.00%	9,300	17,911	192.59%	71.57%
<b>N-R Fund subtotal:</b>	<b>2,063,805</b>	<b>2,239,261</b>	<b>2,239,261</b>	<b>100.00%</b>	<b>2,117,463</b>	<b>2,083,690</b>	<b>98.41%</b>	<b>-6.95%</b>
<b>Other Misc Funds</b>								
G14006 Out-of-School Prg			0			20		
G14007 MCCSC 21st Com			29,721		60,000	21,410		
G14009 Summer Food Grant			16,145		13,744	19,059		
G14004 Tree Planting			0					
Kaboom Play Everywhere			500					
Urban Forestry EAB						2,000		
Wapehani Mitigation I69			10,187			233,543		
Griffy LAE Veg. Mgt						14,453		
G15008 Leonard Spring						0		
G15009 Griffy Nature Days			4,484			4,988		
(902) Rose Hill Trust			177			445		
G17007 - Goat Farm						0		
Banneker Nature Days			3,934			0		
Nature Days Star			0			4,340		
<b>Other Misc Funds total:</b>	<b>0</b>	<b>0</b>	<b>65,149</b>		<b>73,744</b>	<b>300,258</b>		

<b>TOTAL ALL FUNDS</b>	<b>8,812,407</b>	<b>9,116,810</b>	<b>9,181,958</b>	<b>100.71%</b>	<b>9,337,957</b>	<b>9,528,954</b>	<b>102.05%</b>	<b>3.78%</b>
*BACC/Project School has been combined with TLRC								

Corrections were made to Urban Forestry and Community Event totals. At the end of December, \$15,001.44 of revenue was entered into Community Events (Performing Art Series), and should have been deposited in Urban Forestry.

	<b>Non-Reverting Cash Balances</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
		<b>Beginning</b>	<b>Revenue</b>	<b>Other</b>	<b>Expenses</b>	<b>Expenses</b>	<b>Current Year ONLY</b>	<b>Accumulated</b>
		<b>Balance</b>	<b>as of</b>	<b>Misc.</b>	<b>as of</b>	<b>from</b>	<b>Revenue</b>	<b>Balance</b>
		<b>1/1/2018</b>	<b>2/22/2018</b>	<b>revenue</b>	<b>2/22/2018</b>	<b>RESERVE *</b>	<b>Expense</b>	
							<b>Over/Under</b>	
						<b>see explanation below*</b>	<b>(does not include expenses taken from RESERVE)</b>	<b>THIS IS THE TOTAL ACCUMULATED AMOUNT</b>
181000	Administration	200,804.78	10,425.90		2,007.42		<b>8,418.48</b>	209,223.26
181001	Health & Wellness	7,379.62	250.00		72.71		<b>177.29</b>	7,556.91
181100	Community Relations	34,889.04	1,000.00		0.00		<b>1,000.00</b>	35,889.04
182001	Aquatics	389,566.90	679.00		184.75		<b>494.25</b>	390,061.15
182500	Frank Southern Center	175,036.20	18,037.23		22,990.35		<b>(4,953.12)</b>	170,083.08
183500	Golf Course	208,121.70	(23.72)		181.52		<b>(205.24)</b>	207,916.46
184000	Natural Resources	248,977.29	534.00		42,337.64		<b>(41,803.64)</b>	207,173.65
184500	Allison Jukebox	170,562.07	8,425.94		9,267.74		<b>(841.80)</b>	169,720.27
*185000	TLRC	(878,837.80)	119,268.31		509,428.60		<b>(390,160.29)</b>	(1,268,998.09)
185009	TLRC Reserve	569,299.15	7,343.75		0.00		<b>7,343.75</b>	576,642.90
186500	Community Events	471,824.72	11,860.16		18,507.81		<b>(6,647.65)</b>	465,177.07
187001	Adult Sports	74,000.53	90.85		2,178.63		<b>(2,087.78)</b>	71,912.75
187202	Youth Sports	104,401.59	0.00		1,392.18		<b>(1,392.18)</b>	103,009.41
187209	Skate Park	543.88	0.00		0.00		<b>0.00</b>	543.88
187500	Benjamin Banneker Comm Cente	56,647.65	634.91		3,849.87		<b>(3,214.96)</b>	53,432.69
189000	Operations	137,207.83	6,785.27		805.27		<b>5,980.00</b>	143,187.83
189005	Dog Park	5,993.79	0.00		0.00		<b>0.00</b>	5,993.79
**189006	Switchyard Property	230,940.52	0.00		7,423.00		<b>(7,423.00)</b>	223,517.52
189500	Landscaping	12,704.36	0.00		0.00		<b>0.00</b>	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00		<b>0.00</b>	1,497.00
189503	Urban Forestry	7,093.63	6,280.00		0.00		<b>6,280.00</b>	13,373.63
10002.01	Change Fund	0.00	0.00		0.00		<b>0.00</b>	0.00
201-24105	Deposits	0.00	0.00		0.00		<b>0.00</b>	0.00
	<b>TOTALS</b>	<b>2,228,654.45</b>	<b>191,591.60</b>	<b>0.00</b>	<b>620,627.49</b>	<b>0.00</b>	<b>(429,035.89)</b>	<b>1,799,618.56</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.

Correction was made to Urban Forestry and Community Event totals. At the end of December, \$15,001.44 of revenue was entered into incorrect account line. Was placed in Community Events (Performing Art Series), should have been deposited in Urban Forestry.

**(429,035.89)**  
**INCREASE/DECREASE FOR THE CURRENT**

	<b>Non-Reverting Cash Balances</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	<b>Updated Report</b>							
		<b>Beginning</b>	<b>Revenue</b>	<b>Other</b>	<b>Expenses</b>	<b>Expenses</b>	<b>Current Year ONLY</b>	<b>Accumulated</b>
		<b>Balance</b>	<b>as of</b>	<b>Misc.</b>	<b>as of</b>	<b>from</b>	<b>Revenue</b>	<b>Balance</b>
		<b>1/1/2018</b>	<b>1/17/2018</b>	<b>revenue</b>	<b>1/17/2018</b>	<b>RESERVE *</b>	<b>Expense</b>	
							<b>Over/Under</b>	
						<b>see explanation below*</b>	<b>(does not include expenses taken from RESERVE)</b>	<b>THIS IS THE TOTAL ACCUMULATED AMOUNT</b>
181000	Administration	200,804.78	3,894.30		750.00		<b>3,144.30</b>	203,949.08
181001	Health & Wellness	7,379.62	97.00		0.00		<b>97.00</b>	7,476.62
181100	Community Relations	34,889.04	1,000.00		0.00		<b>1,000.00</b>	35,889.04
182001	Aquatics	389,566.90	(50.00)		5.00		<b>(55.00)</b>	389,511.90
182500	Frank Southern Center	175,036.20	6,312.75		885.44		<b>5,427.31</b>	180,463.51
183500	Golf Course	208,121.70	455.00		54.58		<b>400.42</b>	208,522.12
184000	Natural Resources	248,977.29	14.50		5.00		<b>9.50</b>	248,986.79
184500	Allison Jukebox	170,562.07	2,149.00		2,547.70		<b>(398.70)</b>	170,163.37
*185000	TLRC	(878,837.80)	31,487.50		5,558.48		<b>25,929.02</b>	(852,908.78)
**185009	TLRC Reserve	569,299.15	0.00		0.00		<b>0.00</b>	569,299.15
186500	Community Events	471,824.72	430.56		2,378.76		<b>(1,948.20)</b>	469,876.52
187001	Adult Sports	74,000.53	45.15		126.49		<b>(81.34)</b>	73,919.19
187202	Youth Sports	104,401.59	0.00		252.94		<b>(252.94)</b>	104,148.65
187209	Skate Park	543.88	0.00		2,279.75		<b>(2,279.75)</b>	(1,735.87)
187500	Benjamin Banneker Comm Cente	56,647.65	80.50		0.00		<b>80.50</b>	56,728.15
189000	Operations	137,207.83	2,125.00		0.00		<b>2,125.00</b>	139,332.83
189005	Dog Park	5,993.79	0.00		0.00		<b>0.00</b>	5,993.79
189006	Switchyard Property	230,940.52	0.00		5,876.68		<b>(5,876.68)</b>	225,063.84
189500	Landscaping	12,704.36	0.00		0.00		<b>0.00</b>	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00		<b>0.00</b>	1,497.00
189503	Urban Forestry	7,093.63	0.00		0.00		<b>0.00</b>	7,093.63
10002.01	Change Fund	0.00	0.00		0.00		<b>0.00</b>	0.00
201-24105	Deposits	0.00	0.00		0.00		<b>0.00</b>	0.00
	<b>TOTALS</b>	<b>2,228,654.45</b>	<b>48,041.26</b>	<b>0.00</b>	<b>20,720.82</b>	<b>0.00</b>	<b>27,320.44</b>	<b>2,255,974.89</b>
								<b>27,320.44</b>
								<b>INCREASE/DECREASE FOR THE CURRENT</b>

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

Corrections were made to Urban Forestry and Community Event totals. At the end of December, \$15,001.44 of revenue was entered into Community Events (Performing Art Series), and should have been deposited in Urban Forestry.

	<b>Non-Reverting Cash Balances</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	<b>Updated Report</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>1/1/2017</b>	<b>12/31/2017</b>	<b>revenue</b>	<b>12/31/2017</b>	<b>RESERVE *</b>	<b>Expense</b>	
							<b>Over/Under</b>	
						<b>see explanation below*</b>	<b>(does not include expenses taken from RESERVE)</b>	<b>THIS IS THE TOTAL ACCUMULATED AMOUNT</b>
181000	Administration	167,806.40	36,326.76		3,328.38		<b>32,998.38</b>	200,804.78
181001	Health & Wellness	5,427.77	3,123.90		1,172.05		<b>1,951.85</b>	7,379.62
181100	Community Relations	33,354.04	3,000.00		1,465.00		<b>1,535.00</b>	34,889.04
182001	Aquatics	314,716.56	113,789.25		38,938.91		<b>74,850.34</b>	389,566.90
182500	Frank Southern Center	125,817.03	126,988.04		77,768.87		<b>49,219.17</b>	175,036.20
183500	Golf Course	142,842.77	163,579.26		98,300.33		<b>65,278.93</b>	208,121.70
184000	Natural Resources	201,976.15	70,820.65		23,819.51		<b>47,001.14</b>	248,977.29
184500	Allison Jukebox	150,115.61	218,910.33		198,463.87		<b>20,446.46</b>	170,562.07
*185000	TLRC	<b>(276,450.63)</b>	662,809.06		1,265,196.23		<b>(602,387.17)</b>	<b>(878,837.80)</b>
**185009	TLRC Reserve	481,174.15	88,125.00		0.00		<b>88,125.00</b>	569,299.15
186500	Community Events	422,999.89	<b>214,892.15</b>		166,067.32		<b>48,824.83</b>	471,824.72
187001	Adult Sports	90,353.49	147,655.01		164,007.97		<b>(16,352.96)</b>	74,000.53
187202	Youth Sports	97,846.16	25,623.88		19,068.45		<b>6,555.43</b>	104,401.59
187209	Skate Park	543.88	0.00		0.00		<b>0.00</b>	543.88
187500	Benjamin Banneker Comm Cente	41,422.47	59,279.57		44,054.39		<b>15,225.18</b>	56,647.65
189000	Operations	136,191.07	57,120.56		56,103.80		<b>1,016.76</b>	137,207.83
189005	Dog Park	5,993.79	0.00		0.00		<b>0.00</b>	5,993.79
189006	Switchyard Property	189,641.25	73,735.51		32,436.24		<b>41,299.27</b>	230,940.52
189500	Landscaping	12,704.36	0.00		0.00		<b>0.00</b>	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00		<b>0.00</b>	1,497.00
189503	Urban Forestry	6,304.27	<b>17,910.84</b>		17,121.48		<b>789.36</b>	7,093.63
10002.01	Change Fund	0.00	0.00		0.00		<b>0.00</b>	0.00
201-24105	Deposits	0.00	0.00		0.00		<b>0.00</b>	0.00
	<b>TOTALS</b>	<b>2,352,277.48</b>	<b>2,083,689.77</b>	<b>0.00</b>	<b>2,207,312.80</b>	<b>0.00</b>	<b>(123,623.03)</b>	<b>2,228,654.45</b>
							<b>(123,623.03)</b>	
							<b>INCREASE/DECREASE FOR THE CURRENT</b>	

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

Corrections were made to Urban Forestry and Community Event totals. At the end of December, \$15,001.44 of revenue was entered into Community Events (Performing Art Series), and should have been deposited in Urban Forestry.





CITY OF BLOOMINGTON  
parks and recreation

STAFF REPORT

Agenda Item: C-1  
Date: 2/27/18

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dave Williams, Operations Director  
**DATE:** February 27, 2017  
**SUBJECT:** **REVIEW/APPROVAL OF CONTRACT AGREEMENT AMENDMENT  
STR BUILDING RESOURCES-ROOFING PROJECTS**

**Recommendation**

It is recommended the Board approve Amendment # 1 to the consultant contract agreement with STR Building Resources for department roofing projects.

**Background**

The Board approved a contract with STR Resources in May 2017 to prepare bidding documents and provide inspection services for roofing projects at several department facilities. The list of facilities originally assigned to STR included the Twin Lakes Recreation Center and Banneker Community Center. As part of the City of Bloomington's solar installation project, these facilities were removed from STR's responsibility and contractually assigned to the Energy Systems Group. As a result, a free balance of \$17,568.74 remains on STR's consultant agreement. After consultation with the City Controller, it was agreed that the remaining balance could be used to amend STR's scope of work from the original contract to include roofing projects at the Goat Farm, Howard Young shelter at Olcott Park, and group shelters at RCA Park and Bryan Park. STR's fees for these services is \$12,500, well below the free balance remaining in their original contract.

**RESPECTFULLY SUBMITTED,**

---

Dave Williams, Operations Director



**ADDENDUM I**  
**TO**  
**AGREEMENT FOR CONSULTANT SERVICES**  
(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2018)

WHEREAS, on May 30, 2017, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with STR Building Resources LLC (“Consultant”) to survey existing conditions, prepare specifications and construction documents for bidding, administer and inspect contracted work for the projects at the Banneker Community Center (School Building) and Twin Lakes Recreation Center, and make limestone wall rehabilitation and roof repairs to the Rosehill Cemetery Mausoleum; and

WHEREAS, the Twin Lakes Recreation Center and Banneker Center roofing projects were removed from the Consultant’s project responsibility and assigned to the Energy Systems Group project; and

WHEREAS, the Department wishes to add facility roofing projects at the Olcott Park Howard Young Shelter, RCA Park Group Shelter, Bryan Park Group Shelter, and Goat Farm Barn (“Services”) in place of said removed projects; and

WHEREAS, as a result of modification to the original Scope of Services the fund for the Agreement was not fully utilized and a balance of Seventeen Thousand Five Hundred Sixty Eight Dollars and Seventy Four Cents (\$17,568.74) is available from the Agreement; and

WHEREAS, the Department wishes to use said balance to fund the Services; and

WHEREAS, the Consultant is in agreement with said changes and the compensation; and

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

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

**Article 1. Term:** To amend the Agreement to reflect changes in facility roofing project locations shown in the Consultant Scope of Work, Exhibit A. Exhibit A is attached to and incorporated into this Addendum I to the Agreement. Agreement is attached to as Exhibit B.

**Article 2. Compensation:** The Department shall pay Consultant, for the Services, for all fees and expenses in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500).

**Article 3. Completion Date:** The completion date shall be extended to December 31, 2019.

**Article 4. Modification:** Any other modification to said Agreement shall be in writing per Article 26 of the Agreement.

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

**CITY OF BLOOMINGTON**

**STR BUILDING RESOURCES LLC**

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

\_\_\_\_\_  
Patrick Wells

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

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

## EXHIBIT "A"



STR BUILDING RESOURCES LLC  
16848 SOUTHPARK DRIVE, SUITE 300  
WESTFIELD, IN 46074

T 317.867.8505  
www.slr-seg.com

COST PROPOSAL  
AND SCOPE OF WORK

January 25, 2018

Mr. Dave Williams  
City of Bloomington Parks & Recreation  
401 N. Morton Street, Suite 250  
Bloomington, IN 47402

Re: **Proposal for Roof Design Services**  
**RCA Park, Bryan Park, Olcott Park, Goat Farm**

Dear Mr. Williams:

STR Building Resources LLC (STR-SEG) is pleased to submit the following proposal to City of Bloomington, hereinafter referred to as Owner, for design services related to the roof system replacements at the shelters at the RCA, Bryan, and Olcott parks and the roofing and siding replacements at the Goat Farm.

STR-SEG proposes the following scope of services:

### DESIGN DEVELOPMENT

- STR-SEG will review the Owner's requirements and related information including, but not limited to, schedule, budget, service life expectations, warranties, history, building usage, contractor preferences, and contractor insurance requirements.
- STR-SEG will conduct a pre-design survey of the subject roof areas to evaluate existing conditions. Based on the survey, recommendations will be made on the scope of work required along with options and opinions of probable cost.
- STR-SEG will meet with the Owner for a final review to discuss the recommendations and opinion of probable cost as they relate to the Owner's objectives prior to the start of design.

### CONSTRUCTION DOCUMENTS and BIDDING

- STR-SEG will prepare a Specification Package from the data obtained during the pre-design survey. The specifications will outline the components included in the design. The package will include a roof plan and roofing details along with information on proper methods of application for each component of the roof system. It will be prepared to promote competitive bidding by qualified contractors using STR-SEG-acceptable products, resulting in a manufacturer's warranty.
- STR-SEG will assist the Owner in preparing the advertisement from which to solicit bids.
- A Pre-bid Meeting will be held at the job site. STR-SEG will attend to answer bidder questions and make clarifications for equivalent competitive bids.
- STR-SEG will assist in the analysis of the bids.

### CONTRACT ADMINISTRATION

- STR-SEG will provide contract administration services commencing at project award. These services will include:
  - o Review of shop drawings, submittals and change orders.
  - o Review of permits and licensing.



Mr. Williams  
 Proposal #60549  
 January 25, 2018  
 Page 2 of 2

- o Review of the contractor's application for payment and change orders.
- o Review of contractor warranties and project closeout documentation.
- STR-SEG will conduct a Project Start-up Meeting to review the project and Owner requirements and conditions.
- A qualified representative of STR-SEG will make periodic site visits at various times during construction to observe the quality and progress of the work and will apprise the Owner of construction activities and issues that may arise.
- STR-SEG will prepare a punch list of deficient or outstanding items at substantial completion. Upon notification by the contractor that the project is complete we will conduct a final review of the completed work prior to acceptance.

**PROFESSIONAL FEES**

Compensation for professional services, described above and pursuant to the attached STR-SEG General Conditions shall be **lump sum fee of Twelve Thousand Five Hundred Dollars (\$12,500)**. The fee will be invoiced as follows:

- 30% of the total fee upon completion of Design Development.
- 40% of the total fee following Construction Documents and Bidding.
- 30% due upon completion of project closeout.

Reimbursable expenses are in addition to fees for professional services and represent STR-SEG's out-of-pocket expenses made in the interest of the project not included in the base fee per the attached General Conditions.

**AUTHORIZATION**

STR-SEG will proceed based on your written acceptance. Please sign and return the Authorization page along with a purchase order, if applicable. Upon receipt, we will schedule the work.

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity to serve you and look forward to working with you on this project.

**A C C E P T E D**

Yours truly,  
**STR Building Resources LLC**

Patrick Wells  
 Account Manager

**City of Bloomington Parks & Recreation**

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

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

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

Cc: Ben Brown, STR-SEG

**EXHIBIT "B"**  
**ORIGINAL CONTRACT**

AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
STR BUILDING RESOURCES LLC  
FOR  
FACILITY ROOFING PROJECTS

This Agreement, entered into on this 30 day of May, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and STR Building Resources LLC ("Consultant"),

**WITNESSETH:**

WHEREAS, the Department wishes to make roofing repairs to the Banneker Community Center (School Building) and Twin Lakes Recreation Center, and make limestone wall rehabilitation and roof repairs to the Rosehill Cemetery Mausoleum; and

WHEREAS, the Department requires the services of a professional consultant in order to survey existing conditions, prepare specifications and construction documents for bidding, and administer and inspect contracted work for the projects at all three locations (the "Services" as further defined below); and

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

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

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

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before May 30, 2018 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Dave

Williams, Operations Director, as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant To Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Sixty-One Thousand, Five Hundred Dollars and zero cents (\$61,500.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Dave Williams, Operations Director  
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 schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 7. Termination**

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

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

**Article 8. Identity of the Consultant**

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

**Article 9. Opinions of Probable Cost**

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

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

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written

authorization of Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Consultant:**

City of Bloomington	STR Building Resources LLC
Attn: Dave Williams, Operations Director	Attn: Patrick Wells, Account Manager
401 N. Morton, Suite 250	16848 Southpark Dr., Suite 300
Bloomington, Indiana 47404	Westfield, IN 46074

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie  
Philippa M. Guthrie, Corporation Counsel

STR BUILDING RESOURCES LLC

James B. Clark  
Patrick Wells, Account Manager  
James B. Clark General Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

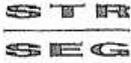
Paula McDevitt  
Paula McDevitt, Director

Leslie J. Coyne  
Leslie J. Coyne, President, Board of Park Commissioners

CITY OF BLOOMINGTON  
Controller  
Reviewed by: [Signature]  
DATE: 5-11-17  
FUND/ACCT: 977-10 -45

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By: [Signature]  
DATE: 05-09-17

**“Scope of Work”**  
The Services shall include the following:



STR BUILDING RESOURCES LLC  
14848 SOUTH PARK DRIVE, SUITE 300  
WESTFIELD, IN 46074  
T 317.867.8505  
www.str-seg.com

March 27, 2017

Mr. Dave Williams  
City of Bloomington  
Parks and Recreation  
401 N. Morton Street  
Bloomington, IN 47402

Re: Proposal for Roof Design Services  
Rose Hill Cemetery Mausoleum, Banneker Community, and Twin Lakes Recreation  
Centers

Dear Mr. Williams:

STR Building Resources LLC (STR-SEG) is pleased to submit the following proposal to the City of Bloomington Parks and Recreation, hereinafter referred to as Owner, for design services related to the roof system upgrades at the Rose Hill Cemetery Mausoleum, Banneker Community Center, and Twin Lakes Recreation Center.

STR-SEG proposes the following scope of services:

**DESIGN DEVELOPMENT**

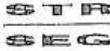
- STR-SEG will review the Owner's requirements and related information including, but not limited to, schedule, budget, service life expectations, warranties, history, building usage, contractor preferences, and contractor insurance requirements.
- STR-SEG will conduct a pre-design survey of the subject roof areas to evaluate existing conditions. Based on the survey, recommendations will be made on the scope of work required along with options and opinions of probable cost.
- STR-SEG will meet with the Owner for a final review to discuss the recommendations and opinion of probable cost as they relate to the Owner's objectives prior to the start of design.

**CONSTRUCTION DOCUMENTS and BIDDING**

- STR-SEG will prepare a Specification Package from the data obtained during the pre-design survey. The specifications will outline the components included in the design. The package will include a roof plan and roofing details along with information on proper methods of application for each component of the roof system. It will be prepared to promote competitive bidding by qualified contractors using STR-SEG-acceptable products, resulting in a manufacturer's warranty.
- STR-SEG will assist the Owner in preparing the advertisement from which to solicit bids.
- A Pre-bid Meeting will be held at the job site. STR-SEG will attend to answer bidder questions and make clarifications for equivalent competitive bids.
- STR-SEG will assist in the analysis of the bids.

**CONTRACT ADMINISTRATION**

- STR-SEG will provide contract administration services commencing at project award. These services will include:



Mr. Williams  
 Proposal # 60117  
 March 27, 2017  
 Page 2 of 2

- o Review of shop drawings, submittals and change orders.
  - o Review of permits and licensing.
  - o Review of the contractor's application for payment and change orders.
  - o Review of contractor warranties and project closeout documentation.
- STR-SEG will conduct a Project Start-up Meeting to review the project and Owner requirements and conditions.
  - A qualified representative of STR-SEG will make periodic site visits at various times during construction to observe the quality and progress of the work and will apprise the Owner of construction activities and issues that may arise.
  - STR-SEG will prepare a punch list of deficient or outstanding items at substantial completion. Upon notification by the contractor that the project is complete we will conduct a final review of the completed work prior to acceptance.

**PROFESSIONAL FEES**

Compensation for professional services, described above and pursuant to the attached STR-SEG General Conditions shall be lump sum fee of Fifty-seven Thousand Five Hundred Dollars (\$57,500). The fee will be invoiced as follows:

- 30% of the total fee upon completion of Design Development.
- 40% of the total fee following Construction Documents and Bidding.
- 30% due upon completion of project closeout.

Reimbursable expenses are in addition to fees for professional services and represent STR-SEG's out-of-pocket expenses made in the interest of the project not included in the base fee per the attached General Conditions.

**AUTHORIZATION**

STR-SEG will proceed based on your written acceptance. Please sign and return the Authorization page along with a purchase order, if applicable. Upon receipt, we will schedule the work.

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity to serve you and look forward to working with you on this project.

A C C E P T E D

Yours truly,  
 STR Building Resources LLC

Patrick Wells  
 Account Manager

City of Bloomington Parks and Recreation

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

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

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

cc: Ben Brown, STR-SEG

**EXHIBIT B**

**"Project Schedule"**

**NOTICE TO PROCEED -- JUNE 5, 2017**

**PROJECT BIDDING -- SEPTEMBER 2017**

**CONTRACT AWARD(S) -- OCTOBER 2017**

**PROJECT COMPLETION -- MAY 30, 2018**

EXHIBIT C  
E-VERIFY AFFIDAVIT

STATE OF INDIANA )  
 )SS:  
COUNTY OF Hamilton )

AFFIDAVIT

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

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

[Signature]  
Signature  
James B Clark  
Printed Name

STATE OF ~~INDIANA~~ WISCONSIN )  
 )SS:  
COUNTY OF Waukesha )

Before me, a Notary Public, in and for said County and State, personally appeared James B. Clark and acknowledged the execution of the foregoing this 30<sup>th</sup> day of May, 2017.

[Signature]  
Notary Public's Signature

My Commission Expires: Nov 16, 2019

Randy J. Marguardt  
Printed Name of Notary Public

County of Residence: Washington

EXHIBIT D

STATE OF Indiana )  
 ) SS:  
COUNTY OF Hamilton )

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 30<sup>th</sup> day of May, 2017.

[STR BUILDING RESOURCES LLC]

By:

[Signature]  
James B Clark

STATE OF Wisconsin )  
 ) SS:  
COUNTY OF Waukesha )

Before me, a Notary Public in and for said County and State, personally appeared James B Clark and Adam and acknowledged the execution of the foregoing this 30<sup>th</sup> day of May

[Signature]  
Notary Public's Signature



My Commission Expires: Nov. 16, 2019

Randy J. Margwardt  
Printed Name of Notary Public

County of Residence: Washington



CITY OF BLOOMINGTON  
parks and recreation

STAFF REPORT

Agenda Item: C-2  
Date: 02-27-18

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dave Williams, Operations Director  
**DATE:** February 27, 2018  
**SUBJECT:** **REVIEW/APPROVAL OF B-LINE TRAIL ENCROACHMENT  
AGREEMENT – PEDCOR DEVELOPMENT**

**Recommendation**

It is recommended the Board approve a B-Line Trail Encroachment Agreement for the Pedcor affordable housing development project at 611 N. Rogers Street.

**Background**

The Pedcor project proposes to construct a connecting pathway to the B-Line Trail just west of Rogers St. and make stormwater utility connections to existing CBU infrastructure south of the trail as part of their development plans. Per requirements of the department's State of Indiana/Indiana Finance Authority/Brownfield Program (IFA) *Environmental Restrictive Covenant* (ERC) on the B-Line Trail, any disturbances or excavations that exceed the depth of the trail's clean soil remediation cover must be reviewed and approved by IFA. Typical requirements include a restoration of the clean soil cap and documentation that all contaminated soils excavated are disposed of at an approved landfill location authorized to accept this type of contaminated material.

A Work Plan detailing Pedcor's proposal was submitted for review and was approved by IFA January 4, 2018 (see attached). The Encroachment Agreement will be recorded by Pedcor and attached to their property deed. Previous B-Line Encroachment Agreement approvals made by the Board include the Hyatt Hotel, Foundry project, and Zabriskie Memorial.

**RESPECTFULLY SUBMITTED,**

---

**Dave Williams, Operations Director**

**Concannon, Tracy – 1/4/18**

to John Kilmer, Dave Williams

John,

I reviewed the submitted “Work Plan for Utility Encroachment onto Bloomington B-Line Trail Moving Forward – PEDCOR” dated Dec. 28, 2017 for the property at [611 N. Rogers Street](#).

Based on this review and my review of previous B-Line Trail sampling and remediation maps in the area, it appears there is no remaining soil contamination (to a depth of 12 inches) located in the area that is proposed to be disturbed during the construction of the proposed storm sewer trenches which calls for excavating down to 18 inches. Twelve inches of contaminated fill and/or coal ash & cinders was previously removed and replaced with 12 inches of topsoil and vegetative cover and/or asphalt during the B-Line Trail construction. Plans to use trench spoils generated from below 12 inches as trench backfill and/or dispose off-Site are appropriate.

The requirement to submit a work plan to IDEM per the land use restriction in the 2010 Environmental Restrictive Covenant prior to beginning any excavation of soil on the B-Line Trail property has been satisfied.

*Any removal, excavation or disturbance of soil on the B-Line real estate must be conducted in accordance with all applicable requirements of IOSHA/OSHA and any soil that is removed, excavated or disturbed from the Real Estate must be managed and disposed of in accordance with all applicable federal and state laws and regulations.*

Thank you,  
Tracy

**Tracy Concannon**  
*Policy & Guidance Team Leader*  
INDIANA FINANCE AUTHORITY  
[100 North Senate Ave, STE 1275](#)  
[Indianapolis, IN 46204](#)  
(p): [317-233-2801](#)  
(e): [TConcann@ifa.in.gov](mailto:TConcann@ifa.in.gov)



**PROJECT LOCATION**



**Cross reference:**

**AGREEMENT REGARDING ENCROACHMENT  
ON TO B-LINE TRAIL**

This Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 2018, WITNESSETH:

WHEREAS, Pedcor Investments-2015-CXLIX, L.P., on its own behalf and on behalf of its successors and assigns (“Developer”) is redeveloping a property with an address of 601 N. Rogers Street, Bloomington, Indiana (“Property”), with parcel number: 013-69050-00/ 53-05-32-100-018.000-005, which is immediately adjacent to and north of property owned by the City of Bloomington (“City”) known as the B-Line Trail (“City Property”), and Developer desires to encroach onto the City Property with a pathway as more specifically depicted in Attachment A, attached hereto and incorporated herein by reference (the “Encroachments”); and

WHEREAS, the City Property is a former railroad corridor which is subject to an Interim Trail Use/Railbanking Agreement dated November 28, 2005 between the City of Bloomington and CSX Transportation, Inc. pursuant to federal Surface Transportation Board (“STB”) regulations; and

WHEREAS, the City Property has been remediated for certain environmental conditions through the Indiana Brownfields Program and is required to adhere to certain maintenance standards regarding soil and vegetation cover and handling and disposal of any excavated soil, and is the subject of the Environmental Restrictive Covenant dated November 8, 2010 and recorded on November 8, 2010 as Instrument No. 2010017221 in the Office of the Monroe County Recorder (the “Covenant”), which places restrictions on excavation of soil from the City Property.

NOW THEREFORE, in consideration of the Developer’s ability to encroach onto the City Property as described herein, Developer, its officers, directors, agents, employees, members, successors and assigns, do hereby acknowledge, covenant, and agree to the following terms and conditions:

1. If the City or another governmental agency with jurisdiction over the City Property determines that the City Property containing one or more of the Encroachment(s) should be improved to better serve the public, or that other public improvements need to be made on the City Property and the Encroachment(s) interfere with the planned public improvements, the City may require Developer to remove the Encroachment(s). If the City proposes changes to the City Property that require removal or alteration of the Encroachments, the City agrees to make reasonable efforts to coordinate alternatives to the Encroachments with Developer.
2. Developer accepts responsibility for the maintenance, repair, property working conditions, and all expenses associated with the Encroachment(s). Specifically, Developer or Developer’s designee shall maintain the walkway in good repair and take such other measures as are reasonably necessary to maintain the walkway in good, clean condition.
3. For all elements of the construction, repair or maintenance of the Encroachments that involve disturbing or excavating soil or ground cover, Developer agrees to comply with Section II.7., subsections (b), and (c) of the Covenant, which provide that:
  - a) The City Property may not be used for agricultural purposes; and

- b) The Developer may not engage in nor allow excavation of soil from any depth on the City Property without first submitting a workplan for approval by the Indiana Department of Environmental Management (IDEM), at least sixty (60) days prior to beginning work. Any removal, excavation or disturbance of soil on the City Property must be conducted in accordance with all applicable requirements of IOSHA/OSHA and any soil that is removed, excavated or disturbed from the City Property must be managed and disposed of in accordance with all applicable federal and state laws and regulations.
4. The City's approval of the Encroachment(s) does not relieve Developer from any provisions of any applicable zoning or other ordinance or statute that may apply to the City Property.
5. The City may alter the terms and conditions of the Encroachment(s) to address unanticipated problems or may even revoke permission to encroach if the City determines the Encroachment(s) are undesirable in terms of the general welfare of the City.
6. Developer understands and agrees that if the City or a public utility need to work in the area of the Encroachment(s) for any reason, and the Encroachment(s) need to be removed to facilitate the City or the utility, the removal of the Encroachment(s) will be at the expense of Developer and the City will not be responsible for any damage which may occur to the Encroachment(s).
7. Developer shall use its best efforts to inform its tenants that the City requires special use permits to be obtained through the Parks and Recreation Department for any activity on the B-Line Trail or other park property that uses the property to the exclusion of other users. Any use of the City Property by Developer or Developer's tenants without a special use permit that operates to exclude other users from the City Property is a violation of this Agreement.
8. Developer agrees for itself and its successors in interest to release and forever discharge, indemnify and hold harmless the City of Bloomington, its departments, officers, agents, employees, successors and assigns for any and all actions, including attorney's fees, losses or injuries that occur as a result of its use of the City Property. In case any claim or action in court is brought against the City of Bloomington, or an office or agent of it, for the failure, omission or neglect of the Developer to perform any of the covenants, acts, matters or things by this agreement undertaken or for injury or damage caused by alleged negligence of the Developer or its agents, employees or subcontractor, the Developer shall indemnify and hold harmless the City of Bloomington and its officers and agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action, including attorney's fees.
9. Developer expressly agrees that the foregoing Agreement is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

The undersigned person executing this Agreement on behalf of Developer represent and certify that he or she is duly authorized to execute this Agreement on Developer's behalf.

This Agreement shall be recorded in the Office of the Monroe County Recorder and is expressly intended to run with the land and bind Developer and Developer's successors and assigns and inure to the benefit of the City of Bloomington. Developer expressly consents to the provisions of this Agreement on its own behalf and on behalf of its successors and assigns.

**Pedcor Investments-2015-CXLIX, L.P.**

**City of Bloomington, Indiana**

By: \_\_\_\_\_  
Signature and Title

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

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

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Pedcor Investments-2015-CXLIX, L.P., and acknowledged the execution of the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public Printed Name

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

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

County of Residence: \_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared John Carter, President of the Bloomington, Indiana, Board of Park Commissioners, and acknowledged the execution of the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public Printed Name

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

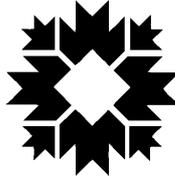
My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

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

This instrument prepared by Anahit Behjou, Attorney at Law, City of Bloomington, P.O. Box 100, Bloomington, Indiana 47402.





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

**STAFF REPORT**

Agenda Item: C-3  
Date: 2/22/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Joanna Sparks, City Landscaper  
**DATE:** **February 21, 2018**  
**SUBJECT:** **Service Agreement with JB Salvage for Green Waste Dumpster**

**Recommendation**

Staff recommends the approval of this Service Agreement with JB Salvage.

**Background**

Beginning the winter of 2015 the Operations Division began diverting all green waste from the trash dumpster. JB Salvage has provided a 30 cubic yard dumpster for collection and disposal of this green waste at a local composting facility. This dumpster is located at the Operations Center, 545 South Adams Street, Bloomington, Indiana. It is emptied on an "as needed" basis.

**RESPECTFULLY SUBMITTED,**

*Joanna Sparks*

Joanna Sparks, City Landscaper

## AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND JB SALVAGE

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and JB Salvage ("Consultant").

**Article 1. Scope of Services** Consultant shall provide a 30 cubic yard dumpster for collection and disposal of green waste ("Services") generated by the Operations Division Staff. This dumpster is located at the Operations Center, 545 South Adams Street, Bloomington, Indiana. It is emptied on an "as needed" basis. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks, City Landscaper as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Consultant for all fees and expenses in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00). Consultant 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. 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 depending on Department needs. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute

to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, Attn: Joanna Sparks, 401 N. Morton, Bloomington, IN 47402. **Consultant:** JB Salvage, ATTN: Kent Robinson, 1803 West Fountain Drive, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

**CITY OF BLOOMINGTON**

**JB SALVAGE**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Kent Robinson, Vice President

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**JB SALVAGE**

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

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

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

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

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



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

**STAFF REPORT**

Agenda Item: C-4  
Date: 2/22/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Joanna Sparks, City Landscaper  
**DATE:** February 21, 2018  
**SUBJECT:** Contract with Eco Logic, LLC for Bloomington Rail Trail Invasive Species Removal

**Recommendation**

Staff recommends the approval of this Contract with Eco Logic, LLC for the Bloomington Rail Trail line of sight improvements and invasive species removal.

**Background**

The goal of this project will be to dramatically increase visibility and safety along the Bloomington Rail Trail corridor through the removal of dense invasive undergrowth. A forestry mowing machine will be operated by a trained ecologist with at least 3 years of forestry mowing experience in natural areas. Approximately six (6) acres along the trail will be treated, but the work areas will not be contiguous due to the topography of the project site. At least two city employees will be on-site at all times to control pedestrian traffic in the area and help with debris clean up as needed. The proposed work area lies between Rhorer Rd. and Country Club Road.

**RESPECTFULLY SUBMITTED,**

*Joanna Sparks*

Joanna Sparks, City Landscaper

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
ECO LOGIC, LLC  
FOR  
INVASIVE PLANT SPECIES REMOVAL**

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

**WITNESSETH:**

WHEREAS, the Department wishes to remove invasive plant species and clear lines of sight along the Bloomington Rail Trail; and

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

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

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

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

**Article 1. Scope of Services**

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

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

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

**Article 2. Standard of Care**

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

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Five Thousand dollars (\$5000.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

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

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

**Article 8. Identity of the Consultant**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Consultant:**

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

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

**Article 25. Intent to be Bound**

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

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**ECO LOGIC, LLC**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Spencer Goehl, Executive Director

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

#### Forestry Mowing Services along Bloomington Rail Trail-

Eco Logic proposes to furnish all materials and labor to operate a CAT 299DXHP rubber tracked skid loader with FECON forestry mower attachment along accessible areas of the Bloomington Rail Trail. The goal of this project will be to dramatically increase visibility and safety along the trail corridor through the removal of dense invasive undergrowth. A forestry mowing machine will be operated by a trained ecologist with at least 3 years of forestry mowing experience in natural areas. All equipment will be intensely washed to prevent the spread of invasive plant propagules, and will be available for inspection before unloading. This proposal price covers 4 total days of work which includes mobilization and travel time. We expect to cover approximately six (6) acres within the allotted timeframe, but the work areas will not be contiguous due to the topography of the project site. At least two city employees will be on-site at all times to control pedestrian traffic in the area and help with debris clean up as needed. The proposed work area lies between Rhorer Rd. and Country Club Road.

## **EXHIBIT B**

### **“Project Schedule”**

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



**EXHIBIT D**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Spencer Goehl, Executive Director**

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

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

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

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

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



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

**STAFF REPORT**

Agenda Item: C-5  
Date: 2/22/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Hannah Buddin, Community Events Specialist  
**DATE:** 2/27/2018  
**SUBJECT:** Contract for services with Edwards Santos

**Recommendation**

Staff recommends approval of the contract between the Bloomington Parks and Recreation Department and Edward Santos to provide cartoon portraits for attendees at various events.

**Background**

Mr. Santos is a talented quick-draw caricaturist who invites people to be cartooned in 60 seconds. He is always popular at events and we look forward to having him at some of our events again this year; including events that he has not attended before.

**RESPECTFULLY SUBMITTED,**

*Hannah Buddin*

\_\_\_\_\_  
Hannah Buddin, Community Events Specialist

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT AND  
EDWARD A. SANTOS**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Parks and Recreation and Edward A. Santos.

**Article 1. Scope of Services** Consultant shall create and hand out caricature portraits of attendees at various events for a 2-4 hour time period (“Services”) at the rate of Two Hundred Eighty Five Dollars (\$285) for each event except for the Droll in the Pool event which will be a two day event with a total cost of Three Hundred Eighty Five Dollars (\$385) for services. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31<sup>st</sup>, 2018 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Hannah Buddin for community events or Erik Pearson for Banneker Community Center as the Department’s Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Consultant for all fees and expenses in an amount not to exceed Two Thousand Dollars (\$2000.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hannah Buddin, 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** The Schedule for said Services is as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, Attn: Hannah Buddin And/Or Erik Pearson 401 N. Morton, Bloomington, IN 47402. **Consultant: Edward A. Santos**, 10155 E. State Road 46, Bloomington, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**EDWARD SANTOS**

\_\_\_\_\_  
Edward A. Santos, Owner

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**EDWARD SANTOS**

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

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

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

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

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



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

**STAFF REPORT**

Agenda Item: C-6  
Date: 2/22/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Crystal Ritter, Community Events Coordinator  
**DATE:** 2/19/2018  
**SUBJECT:** Review/Approval of Partnership Agreement with Monroe County Civic Theater, Inc.

**Recommendation**

Staff recommends approval of the partnership agreement with Monroe County Civic Theater, Inc. (MCCT). This partnership allows for the rehearsal and performance of "Shakespeare in the Park" play each June.

**Background**

For more than 20 years Bloomington Parks and Recreation and Monroe County Civic Theater, Inc. (MCCT) have shared resources to provide the Bloomington community with free performances of Shakespeare in Third Street Park. For June 2017, MCCT plans to produce The Tempest. MCCT is responsible for the production of the plays, while Bloomington Parks and Recreation provides assistance in the form of promotions and the Third Street Park stage. Changes for this year include the addition of access to the stage on Sundays for rehearsal, the requirement of a rehearsal schedule to be submitted in advance of start of rehearsals, and wording to allow the use of theatrical weapons for productions.

**RESPECTFULLY SUBMITTED,**

Crystal Ritter, Community Events Coordinator

**City of Bloomington  
Parks and Recreation Department  
Program Partnership Agreement  
Monroe County Civic Theatre**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Bloomington Parks and Recreation Department (“BPRD”) and the Monroe County Civic Theater (“MCCT”).

**WHEREAS**, BPRD and the MCCT desire to cooperate in order to provide theater programs and productions for the benefit of the general public; and

**WHEREAS**, the MCCT is qualified to perform such services with BPRD; and

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

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

**1.0 Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership which will provide for greater services in theater programming and productions by combining available resources from each partner to this Agreement.

**2.0 Duration of Agreement:**

This Agreement shall be in full force and effect from March 30, 2018, to March 30, 2019, unless early termination occurs as described in Article 8.0 of this Agreement.

**3.0 Bloomington Parks and Recreation:**

The goal of BPRD is to build a positive relationship with the MCCT in order to provide free performances of “Shakespeare in the Park” for the Bloomington community.

BPRD agrees to:

- a. Provide use of the stage in the Waldron, Hill, and Buskirk Park for five (5) nights per week (Sunday-Thursday) during the six (6) weeks leading up to public performances. Performances are to be held May 31<sup>st</sup>-June 3<sup>rd</sup>. Rehearsal schedule must be submitted to BPRD two weeks prior to start of rehearsals.
- b. Publicize performances with the Performing Art Series through concert cards, program guide, and in weekly press release.

**4.0 Monroe County Civic Theater:**

The goals of MCCT are to provide opportunities for actors to gain experience in theatrical productions and provide free, quality performances of “Shakespeare in the Park” for the Bloomington community.

MCCT agrees to:

- a. Name BPRD in all forms of publicity as a co-sponsor of performances held in Third Street Park.
- b. Be responsible for the production in its entirety including: auditions, rehearsals, staging, props, costumes, and other production needs.
- c. Ensure that the productions are appropriate for the general public.
- d. Inform actors, directors, and producers of policies and building procedures and adhere to same.

- e. Schedule and pay any costs associated with securing a Parks supervisor in order to open the Allison Jukebox Building (category B of the price schedule) for restroom access during times when the building is not open to the public.

**5.0 Release and Hold Harmless Agreement:**

MCCT, including its membership, agents, and assigns, do hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement, even if caused by the negligence of releasees.

**6.0 Terms Mutually Agreed to by all Partners to This Agreement:**

- a. The intent of this Agreement is to document a mutually beneficial partnership between BPRD and MCCT.
- b. The staff and personnel involved in this Agreement will at all times represent both partners to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction.
- c. The commitment of personnel, promotions, equipment, and funding sources will be honored according to the timetable agreed upon by both partners.
- d. MCCT is recognized as having the expertise and experience to run the production safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- e. The Agreement and the services provided will be evaluated in January, 2019.
- a. 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. 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. **Theatrical property weapons may be used for theatrical productions with pre-approval from BPRD.**
- g. Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington property.

**7.0 Notice and Agreement Representatives:**

- a. Notice regarding any significant concerns, and/or breach of this Agreement shall be given to those contacts as follows:

Monroe County Civic Theater  
Steve Heise  
1406 S. Washington St.  
Bloomington, Indiana 47401  
812-323-9360 (cell)

Bloomington Parks and Recreation  
Becky Higgins  
P.O. Box 848  
Bloomington, Indiana 47402  
812-349-3713

- b. Agreement representatives for the day to day operations and implementation of this Agreement are:

Monroe County Civic Theater  
Steve Heise  
1406 S. Washington St.  
Bloomington IN 47401  
812-323-9360 (cell)

Bloomington Parks and Recreation  
Crystal Ritter  
PO Box 848  
Bloomington, Indiana 47402  
812-349-3725

**8.0 Termination**

This Agreement may only be terminated in writing and by the mutual agreement of all partners.

**9.0 E-Verify**

Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, MCCT as a business entity has to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. MCCT is not required to continue this verification if the E-Verify program no longer exists. However, MCCT is a not-for-profit organization that does not have any employees and therefore, is not able to register with the E-Verify program. As a consequence, in order to be in compliance with Ind. Code 22-5-1.7-11(a), MCCT shall sign an affidavit affirming that MCCT currently does not employ any employees, but only works with volunteers, and if MCCT should hire any employee or contract employee, it commits itself to participate in the E-Verify program and will immediately sign an amended Affidavit as required by state law, that it is registered with the E-Verify program and if it hires employees, it will not be employing any unauthorized alien. The Affidavit to this effect is attached to and incorporated into this Agreement as Exhibit A.

If an amended affidavit becomes necessary during the term of this Agreement, MCCT –by signing this Agreement—commits itself to (1) notify BPRD prior to hiring such an employee or contracting with a contract employee, (2) register with e-verify prior to the hiring, (3) check the employee through E-Verify, and (4) sign the amended Affidavit within three (3) business days prior to hiring an employee.

IN WITNESS WHEREOF, this Agreement is effective upon signature by both partners.

BLOOMINGTON PARKS AND RECREATION DEPARTMENT

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

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

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

MONROE COUNTY CIVIC THEATRE

\_\_\_\_\_  
Steve Heise





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

**STAFF REPORT**

Agenda Item: C-7  
Date: 2/22/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erik Pearson-Program/Facility Coordinator  
**DATE:** **February 21, 2018**  
**SUBJECT:** **Contract with Oracle Elevator Inc.-Banneker Center**

**Recommendation**

Staff recommends the approval of this Contract with Oracle Elevator Inc. for monthly maintenance and inspections of the elevator located within the Banneker Community Center.

**Background**

The elevator at the Banneker Center is in need of routine maintenance and inspections to ensure it is functioning properly. Oracle Elevator Inc. has served Banneker in this capacity in the past and we are aiming to solidify a contract to do the same in 2018. The elevator inspection includes monitoring of wiring, motors, and equipment within the elevator control room as well as a physical inspection and maintenance of the elevator itself. This contract is for 2018 and is not to exceed \$1,500.

**RESPECTFULLY SUBMITTED,**

*Erik Pearson*

Erik Pearson  
Program/Facility Coordinator

## AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND ORACLE ELEVATOR COMPANY

This Agreement, entered into on this \_\_\_\_ day of February, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Oracle Elevator Company ("Consultant").

**Article 1. Scope of Services** Consultant shall provide monthly maintenance on the elevator and relevant components at the Banneker Community Center ("Services"). The Services shall also include a monthly inspection to ensure that the elevator is in proper operating condition as well as responding to service calls as needed. 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<sup>st</sup> 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Erik Pearson as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Consultant for all fees and expenses in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Erik Pearson, 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 beginning January 2018 and extending through December of 2018 ("Schedule"). The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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**Article 12. Insurance** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute

to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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**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.

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**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.

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

**Department:** City of Bloomington, Attn: Erik Pearson, 401 N. Morton, Bloomington, IN 47402. **Consultant:** Oracle Elevator Company 6242 La Pas Trail Indianapolis, Indiana 46268. 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**

**ORACLE ELEVATOR COMPANY**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Tori Michaels-Account Manager

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Oracle Elevator 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 \_\_\_\_\_, 2018.

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

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



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

**STAFF REPORT**

Agenda Item: C-8  
Date: 2/22/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Elizabeth Tompkins, Natural Resources Coordinator  
**DATE:** February 27, 2018  
**SUBJECT:** **REVIEW/APPROVAL OF ENVIRONMENTAL RESOURCES ADVISORY COUNCIL APPOINTMENTS**

**Recommendation**

Staff recommends the approval of Environmental Resources Advisory Council appointment, Leanne Dzravecky.

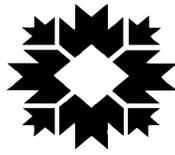
**Background**

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 two vacant positions.

One application was received from Leanne Dzravecky. Staff believes her participation in the Bloomington Citizens Academy and interest in parks and the community will provide a valuable perspective for the advisory council.

**RESPECTFULLY SUBMITTED,**

Elizabeth Tompkins, Natural Resources Coordinator



CITY OF BLOOMINGTON  
parks and recreation

## APPLICATION

### ADVISORY COUNCILS

Date: 1-18-2018

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

Name: LeanneZdravecky

Address: 1201 W Woodhill Drive

Home phone: 812 269 2407 Work/Cell phone: 859 393 7147

E-mail: leannezdravecky@gmail.com

Are you a City resident? Yes

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

Occupation: Senior Information Assistant Monroe County Public Library

Why are you interested in applying for this position?

My Husband and I have lived in Bloomington for 5 years and we have fallen in love with this city. We walk the B-line most days to work, we have a State Park pass, and we like to eat lunch in People's park when the weather is nice. As a member of MCPL Staff Association we have used Bryan Park and Cascade park to hold our staff picnics I care about the environment and I have worked on the Lake Monroe Cleanup, as well as being part of a team to join the Monroe County Energy Challenge with the Library. I have applied to be a trail ambassador, (recently being contacted by Sarah Owens). I believe that parks have tremendous potential to contribute to strong communities.

What are your qualifications for this position?

I have a BS in Business Administration. I understand good fiscal practices. Working in the community at the Public Library I get to see and interact with the public and understand community needs. My position at MCPL is as a "City Concierge". I have served on several committees at MCPL. I am a Citizens' Academy graduate 2017. I belong to the local League of Women Voters and write the blog post for BE A VOTER for MCPL.

Thank you for applying. Please return the completed form in person to the  
Parks and Recreation Department,

401 N. Morton Street, Suite 250, Bloomington IN,

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

Or by email to: [tompkine@bloomington.in.gov](mailto:tompkine@bloomington.in.gov)



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

**STAFF REPORT**

Agenda Item: C-9  
Date: 2/22/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Hannah Buddin, Community Events Specialist  
**DATE:** 2/27/2018  
**SUBJECT:** Contract for services with Aerialogy

**Recommendation**

Staff recommends approval of the contract between the Bloomington Parks and Recreation Department and Aerialogy to provide an aerial silks demo for attendees of Spring Fling.

**Background**

Laura Pence and the Aerialogy team are a talented group of professionals who provide an excellent and safe workshop for people of all ages to try aerial silks. Aerialogy has attended several community events and they have been very popular and great to work with.

**RESPECTFULLY SUBMITTED,**

*Hannah Buddin*

Hannah Buddin, Community Events Specialist

## AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND AERIALOLOGY

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Aerialogy ("Consultant").

**Article 1. Scope of Services** Consultant shall provide the aerial silk demonstration and learning sessions to participants of Spring Fling on March 15, 2018 during the hours from 11 a.m. - 3 p.m. ("Services"). Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before March 15<sup>th</sup>, 2018 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Hannah Buddin as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Consultant for all fees and expenses in an amount not to exceed Two Hundred Dollars (\$200). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hannah Buddin, 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 on Thursday March 15, 2018 from 11 a.m. - 3 p.m.

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

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

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

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, Attn: Hannah Buddin, 401 N. Morton, Bloomington, IN 47402. **Consultant:** Laura Pence, Aerialogy 6000 S. Tate 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 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**

**AERIALOLOGY**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Laura Pence, Owner

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Aerialogy**

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

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

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

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

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



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

**STAFF REPORT**

Agenda Item: C-10  
Date: 2/22/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Lee E Huss - Urban Forester  
**DATE:** 2/13/2018  
**SUBJECT:** Contract to mitigate hazardous public trees at RCA Park

**Recommendation**

Asking to utilize the services of Mominee Tree for the removal of hazardous public trees along the west boundary of RCA Park. These trees are in areas next to condominiums.

**Background**

Removal of 3 hazardous public trees, and prune 2 tree with limbs hanging over building. Some are Ash tree that are declining due to Emerald Ash Borer.

**RESPECTFULLY SUBMITTED,**

---

Lee E Huss  
Urban Forester

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
MOMINEE TREE  
FOR  
HAZARD TREE MITIGATION AND PRUNING  
ALONG SOUTH PROPERTY LINE AT RCA PARK**

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

**WITNESSETH:**

WHEREAS, the Department requires the services of a professional consultant in order to perform the removal and pruning of hazardous trees along the south property line at RCA Park (the “Services” as further defined below); and

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

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

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

**Article 1. Scope of Services**

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

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

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

**Article 2. Standard of Care**

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole

judge of the adequacy of Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Three Thousand Seven Hundred Fifty Dollars and 00/100 (\$3,750.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Lee Huss  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

**Article 5. Appropriation of Funds**

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

**Article 6. Termination**

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

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

documents generated by Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

**Article 7. 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 8. Opinions of Probable Cost**

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

**Article 9. Reuse of Instruments of Service**

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

**Article 10. 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 11. 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 12. 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 13. Insurance**

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

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

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

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

**Article 14. 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 15. 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 16. 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 17. 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 18. Third Party Rights**

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

**Article 19. 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 20. 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 21. 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 22. E-Verify**

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

permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

**Article 23. Notices**

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

**Department:**

**Consultant:**

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

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

**Article 24. Intent to be Bound**

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

**Article 25. 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 26. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**Mominee Tree**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Brett Mominee, Owner

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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

## **EXHIBIT A**

### **“Scope of Work”**

#### **Removal of three hazard trees and pruning of two trees overhanging adjacent property**

This project shall include, but is not limited to the SCOPE OF WORK

**Locations:** South property line of RCA Park

**Project Contact:** This work is being coordinated by the City of Bloomington Department of Parks and Recreation Urban Forester and will be paid by the City.

### **PART 3- EXECUTION**

**3.01 TIMING-** Work can begin March 1st, 2018. Completion date shall be no later than May 31, 2018.



**EXHIBIT C**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Mominee Tree.**

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

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

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

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

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



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

**STAFF REPORT**

Agenda Item: C-11  
Date: 2/22/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Lee E Huss - Urban Forester  
**DATE:** 2/13/2018  
**SUBJECT:** Contract to prune 500 street trees

**Recommendation**

Asking to utilize the services of Rick Patrick Tree Care for the pruning of public street trees in two neighborhoods (The Stands and Adams Hill).

**Background**

Utilizing the services of a ISA certified arborist to perform minimal clean and thin to encourage good growth habits and structure and reduce crowding, rubbing limbs primarily of the youngest trees. Shape back and elevate, as needed, to reduce encroaching on streets, sidewalks, traffic signage, and security lights. Remove stubs left by homeowners and remove large broken limbs found aloft.

**RESPECTFULLY SUBMITTED,**

---

Lee E Huss  
Urban Forester

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
RICK PATRICK TREE CARE  
FOR  
STREET TREE PRUNING – ADAMS HILL & THE STANDS**

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

**WITNESSETH:**

WHEREAS, the Department requires the services of a professional consultant in order to perform the street tree pruning of 500 street trees at locations in Adams Hill and The Stands Neighborhood (the “Services” as further defined below); and

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

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

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

**Article 1. Scope of Services**

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

Consultant shall complete the Services required under this Agreement on or before June 1st, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Fifteen Thousand Dollars and 00/100 (\$15,000.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Lee Huss  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

**Article 5. Appropriation of Funds**

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

**Article 6. Termination**

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

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

documents generated by Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

**Article 7. 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 8. Opinions of Probable Cost**

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

**Article 9. Reuse of Instruments of Service**

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

**Article 10. 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 11. 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 12. 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 13. Insurance**

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

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

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

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

**Article 14. 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 15. 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 16. 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 17. 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 18. Third Party Rights**

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

**Article 19. 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.

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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 21. 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.

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

permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

**Article 23. Notices**

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

**Department:**

**Consultant:**

City of Bloomington	Rick Patrick Tree Care
Attn: Lee Huss	Attn: Rick Patrick
401 N. Morton, Suite 250	PO Box 402
Bloomington, Indiana 47402	Nashville , IN 47448

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

**Article 24. Intent to be Bound**

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

**Article 25. 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 26. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**Rick Patrick Tree Care**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Rick Patrick, Owner

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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

## **EXHIBIT A**

### **“Scope of Work”**

#### **Street tree pruning - crown raising and correctional pruning**

This project shall include, but is not limited to the SCOPE OF WORK

**Locations:** Adams Hill and The Stands neighborhood

**Project Contact:** This work is being coordinated by the City of Bloomington Department of Parks and Recreation Urban Forester and will be paid by the City.

### **PART 3- EXECUTION**

**3.01 TIMING-** Work can begin March 1st, 2018. Completion date shall be no later than June 1, 2018.



**EXHIBIT C**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Rick Patrick Tree Care**

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

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

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

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

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



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

**STAFF REPORT**

Agenda Item: C-12  
Date: 2/22/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull, Division Director Sports  
**DATE:** February 20, 2018  
**SUBJECT:** REVIEW/APPROVAL OF NINE (9) SERVICE AGREEMENTS

**Recommendation**

Staff recommends the review/approval of nine service agreements for the Operations and Sports Division. The service agreements are with the following consultants.

1. Commercial Service – general repairs/adjustments HVAC
2. R & S Plumbing – general repairs to plumbing
3. Gooldy & Sons – general repairs/adjustments to food and beverage equipment
4. Indiana Door & Hardware – general repairs/adjustments to windows/doors/locks
5. City Glass of Bloomington – general repair repairs/adjustments to windows/doors/locks
6. Spear Corporation – general repairs to aquatic mechanical/plumbing/electric equipment
7. DEEM – general repairs/adjustments to Ammonia Cooling systems at FSC
8. Young Plumbing – general plumbing repairs
9. Keller Heating – general repairs to HVAC

**Background**

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. “Public Work” means any service done on city property that is paid for out of a public fund. The manual outlines that if the work involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing. These service contracts are to manage emergency or standard repairs and/or service as the need arises.

**RESPECTFULLY SUBMITTED,**

---

Sports Division Director

## AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND COMMERCIAL SERVICE OF BLOOMINGTON, INC

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Commercial Service of Bloomington, INC. ("Consultant").

**Article 1. Scope of Services** Consultant will repair, adjust, and/or replace heating, ventilation and cooling components at City park properties and facilities ("Services") at an hourly rate of Eighty Five Dollars (\$85.00) plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred and Fifty Six Dollars (\$156.00) plus supplies. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action (emergencies), may be billed at an emergency hourly rate of One Hundred and Fifty Six Dollars (\$156.00) plus supplies.

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 Monday December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the following individuals as the Department's Project Manager:

Daren Eads for TLRC; Aaron Craig for Golf Course; Chelsea Price or Don Foddril for Pools; and Hsiung Marler for Frank Southern Center.

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. Upon agreement with both parties this agreement may be extended for one year.

**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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Aaron Craig for Golf Course; Chelsea Price or Don Foddril for Pools; and Hsiung Marler for Frank Southern Center 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 as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, **Attn: Daren Eads – TLRC, Aaron Craig – Golf Course, Chelsea Price and/or Don Fodrigill - Pools, Hsuing Marler- Frank Southern Center 401 N. Morton, Bloomington, IN 47402. Consultant: Commercial Service of Bloomington, INC, P.O. Box 91, Bloomington, IN 47402-0091.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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Kathleen Mills, President, Board of Park Commissioners

**Commercial Service of Bloomington, INC.**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature





## AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND R&S PLUMBING, INC

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and R&S Plumbing, Inc. ("Consultant").

**Article 1. Scope of Services** Consultant will repair, adjust, and/or replace plumbing pipes and fixtures at City park properties and facilities ("Services") at an hourly rate of Eighty Eight (\$88.00) plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Seventy Six Dollars (\$176.00) plus materials.

Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of One Hundred and Fifty Six Dollars plus materials. 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 Monday December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Aaron Craig for Golf Course/Chelsea Price and/or Don Foddril for Pools, Hsuing Marler for Frank Southern Center as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

**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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC, Aaron Craig for Golf Course, Chelsea Price and/or Don Foddril for Pools, Hsuing Marler for Frank Southern Center 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 as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, **Attn: Daren Eads for TLRC, Aaron Craig for Golf Course/Chelsea Price and/or Don Foddril for Pools, Hsuing Marler for Frank Southern Center 401 N. Morton, Bloomington, IN 47402. Consultant: R&S Plumbing, INC. P.O. Box 91, Bloomington, IN 47402.** 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**

**R&S Plumbing, INC.**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Charlie Laughlin, Vice President

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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Paula McDevitt, Director

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Kathleen Mills, President, Board of Park Commissioners





# AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND GOOLDY & SONS, INC

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Gooldy & Sons, INC. ("Consultant").

**Article 1. Scope of Services** Consultant will repair, adjust, and/or replace concession equipment/appliances at City park properties and facilities ("Services") at an hourly rate of Eighty Dollars (\$80.00) plus materials. Consultant shall provide the Services for a set price per hour Monday – Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Twenty Dollars (\$120.00) plus materials. Consultant may charge a Ten Dollar (\$10.00) trip fee in Monroe County. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate One Hundred Fourteen Dollars (\$114.00) plus materials. 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 Monday December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Chelsea Price and/or Don Fodrill for Pools; and Hsuing Marler for Frank Southern Center as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

**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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Chelsea Price and/or Don Fodrill for Pools; and Hsuing Marler for Frank Southern Center, 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 as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, **Attn: Daren Eads for TLRC, Chelsea Price and/or Don Fodril for Pools and Hsuing Marler for Frank Southern Center, 401 N. Morton, Bloomington, IN 47402. Consultant: Gooldy & Sons INC, 926 West 17<sup>th</sup> St., Bloomington, IN 47404.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

**CITY OF BLOOMINGTON**

**Gooldy & Sons, INC.**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Name of Signatory and Title

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Signature

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

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Gooldy & Sons, INC**

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

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

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

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

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

## AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND INDIANA DOOR & HARDWARE SPECIALTIES, INC

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Indiana Door & Hardware Specialties, Inc. ("Consultant").

**Article 1. Scope of Services** Consultant will repair, adjust, and/or replace doors at City park properties and facilities ("Services") at an hourly rate of Seventy Five Dollars (\$75.00) for the first (1) hour and Sixty Dollars (\$60.00) for each additional hour, with a minimum of one (1) hour charge, plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of Ninety Dollars (\$90.00) with a minimum of one (1) hour charge, plus materials. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of Ninety dollars (\$90.00) with a minimum of one (1) hour charge, plus materials.

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 Monday December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Hsiung Marler and/or Chris Lamb for Frank Southern Center, Chelsea Price for Pools, Aaron Craig for Golf Course as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

**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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC, Hsiung Marler and/or Chris Lamb for Frank Southern Center, Chelsea Price for Pools, Aaron Craig for Golf Course 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 as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, **Attn: Daren Eads for TLRC, Hsiung Marler and/or Chris Lamb for Frank Southern, Chelsea Price for Pools, Aaron Craig for Golf Course 401 N. Morton, Bloomington, IN 47402. Consultant: Indiana Door & Hardware Specialties, INC. P.O. box 278, Bloomington, IN 47402-0278.** 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**

**Indiana Door & Hardware Specialties, INC**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Name of Signatory and Title

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Signature

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

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





**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT AND  
CITY GLASS OF BLOOMINGTON, INC.**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and City Glass of Bloomington, Inc ("Consultant").

**Article 1. Scope of Services** Consultant will repair, adjust, and/or replace windows, glass and doors at City park properties and facilities ("Services") at an hourly rate of Sixty Five Dollars (\$65.00) for the first (1) hour and Fifty Dollars (\$50.00) for each additional hour, with a minimum of one (1) hour charge, plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 8:30am to 5:00pm and all other times for an afterhours hourly rate of Ninety Seven Dollars and Fifty Cents (\$97.50) with a minimum of one (1) hour charge, plus materials. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of Ninety Seven Dollars and Fifty Cents (\$97.50) with a minimum of one (1) hour charge, plus materials. 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 Monday December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Hsiung Marler and/or Chris Lamb for Frank Southern Center, Chelsea Price for Pools, Aaron Craig for Golf Course as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

**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 Four Thousand Dollars (\$4,000.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Hsiung Marler and/or Chris Lamb for Frank Southern Center, Chelsea Price for Pools, Aaron Craig for Golf Course 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 as needed. 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.

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

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

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

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

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

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

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**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.

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**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: Daren Eads for TLRC, Chelsea Price and/or Don Fodrill for Pools and Hsuing Marler for Frank Southern Center, 401 N. Morton, Bloomington, IN 47402. Consultant: City Glass, 719 West 17<sup>th</sup> St., Bloomington, IN 47404.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant

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

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

**CITY OF BLOOMINGTON**

**CITY GLASS OF BLOOMINGTON, INC**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Name of Signatory, Title

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Signature

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

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY GLASS OF BLOOMINGTON, INC**

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

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

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

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

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

## AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND SPEAR CORPORATION

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Spear Corporation. ("Consultant").

**Article 1. Scope of Services** Consultant will repair, adjust, and/or replace pool pumps and pool equipment at City park properties and facilities ("Services") at an hourly rate of One Hundred and Ten Dollars (\$110.00) plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Fifteen Dollars (\$115.00) plus materials. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate One Hundred Fifteen Dollars (\$115.00) and a Holiday hourly rate of Two Hundred Twenty Dollar (\$220.00) plus materials. 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 Sunday December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Chelsea Price and/or Don Fodriell as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

**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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Chelsea Price and/or Don Fodriell, 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 as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, Attn: Chelsea Price and/or Don Fodriell, 401 N. Morton, Bloomington, IN 47402. **Consultant:** Spear Corporation P.O. Box 3, Roachdale, IN 46172. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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

**Spear Corporation**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Spear Corporation**

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

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

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

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

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

## AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND DEEM, LLC

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and DEEM, LLC ("Consultant").

**Article 1. Scope of Services** Consultant shall repair, adjust, and/or replace at City park properties and facilities ("Services") as needed. Provisions of services at an hourly rate of One Hundred Dollars (\$100.00) per technician plus materials. Consultant shall provide the Services for a set price per hour Monday—Friday 7:00 a.m. to 6:00 p.m. and all other times for an hourly rate of One Hundred Forty Two Dollars and Fifty Cents (\$142.50) per technician plus materials. Consultant may charge a Fifty Five Dollars (\$55.00) truck charge.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2018 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Hsiung Marler for Frank Southern Ice as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler for Frank Southern Ice Arena, 401 N. Morton, Suite 250, Bloomington, IN 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 as needed.

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

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

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

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute

to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, Attn: Hsiung Marler for Frank Southern Ice Arena, 401 N. Morton, Bloomington, IN 47402. **Consultant:** DEEM, LLC, 6831 East 32<sup>nd</sup> Street, Ste 200, Indianapolis, IN 46226. 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**

**DEEM, LLC**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Name of Signatory, Title

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Signature

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

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**DEEM, LLC**

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

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

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

\_\_\_\_\_ 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 YOUNG PLUMBING & MECHANICAL, INC

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Young Plumbing & Mechanical, INC ("Consultant").

**Article 1. Scope of Services** Consultant shall provide the Services: repair, adjust, and/or replace plumbing fixtures at park properties and facilities ("Services"). All service calls include a one-time Five Dollar (\$5.00) truck fee charge on top of any hourly or quarter-hourly rates.

During normal hours Monday—Friday 8:00 a.m. to 4:30 p.m. an hourly rate of Ninety Dollars (\$90.00) for a one-person job and One Hundred Fifty Dollars (\$150.00) for a two-person job plus materials. After the first hour, a quarter-hourly (15 minute) rate applies of Twenty Two Dollars and Fifty Cents (\$22.50) for a one-person job and Thirty Seven Dollars and Fifty Cents (\$37.50) for a two-person job plus materials. For holidays and after hours service calls an hourly rate of One Hundred Thirty Five Dollars (\$135.00) for a one-person job and Two Hundred Twenty Five Dollars (\$225.00) for a two-person job plus materials. After the first hour, a quarterly hour rate applies of Thirty Three Dollars and Seventy Five Cents (\$33.75) for a one-person job and Fifty Six Dollars and Twenty Five Cents (\$56.25) for a two-person job plus materials. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2018 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Hsiung Marler for Frank Southern Ice Arena or Twin Lakes Sports Park, Aaron Craig for Golf Course, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler for Frank Southern Ice Arena or Twin Lakes Sports Park, Aaron Craig for Golf Course, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center at City of Bloomington, 401 N. Morton, Suite 250, Bloomington, IN 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 as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, Attn: Hsiung Marler for Frank Southern Ice Arena or Twin Lakes Sports Park, Aaron Craig for Golf Course, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center, 401 N. Morton, Bloomington, IN 47402. **Consultant:** Young Plumbing & Mechanical, INC 5161 North Old State Road 37, Bloomington, IN 47408. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

**Article 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**

**Young Plumbing & Mechanical, INC**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Name of Signatory, Title

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Signature

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

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Young Plumbing & Mechanical, INC**

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

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

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

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

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

## **AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND KELLER HEATING & AIR CONDITIONING, INC**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Keller Heating & Air Conditioning, INC ("Consultant").

**Article 1. Scope of Services** Consultant will repair, adjust, and/or replace heating and air conditioning units at park properties and facilities ("Services") at an hourly rate of One Hundred Ten Dollars (\$110.00), with a minimum of one (1) hour charge plus materials. Consultant shall provide the Services for a set price per hour Monday—Friday 7:00 a.m. to 6:00 p.m. and all other times for an afterhours hourly rate of One Hundred Sixty Five Dollars (\$165.00) with a minimum of one (1) hour charge plus materials. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2018 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Hsiung Marler for Frank Southern Ice Arena or Twin Lakes Sports Park, Aaron Craig for Golf Course, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler for Frank Southern Ice Arena or Twin Lakes Sports Park, Aaron Craig for Golf Course, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center at City of Bloomington, 401 N. Morton, Suite 250, Bloomington, IN 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 as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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**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: Hsiung Marler for Frank Southern Ice Arena or Twin Lakes Sports Park, Aaron Craig for Golf Course, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center, 401 N. Morton, Bloomington, IN 47402. **Consultant:** Keller Heating & Air Conditioning, INC 318 North Rogers Street, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

**CITY OF BLOOMINGTON**

**Keller Heating & Air Conditioning, INC**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Name of Signatory, Title

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Signature

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

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Keller Heating & Air Conditioning, INC**

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

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

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

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

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



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

**STAFF REPORT**

Agenda Item: C-13  
Date: 2/22/2018

Administrator  
Review/Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Marcia Veldman, Program Coordinator  
**DATE:** February 27, 2018  
**SUBJECT:** FARMERS' MARKET ADVISORY COUNCIL APPOINTMENTS

**Background**

Attached is the recommended list of Farmers' Market Advisory Council (FMAC) members. There are four customer representative position openings and four farmer representative openings. A notice regarding the position openings was placed in the *Herald-Times*, on the Market Web site and in the *Market Beet*, the newsletter of the Bloomington Community Farmers' Market

**Recommendation**

Staff recommend reappointing Rachel Rosolina, Leslie Sommer, Carmen Siering and Kathy Aiken to the customer representative position openings and Bruce McCallister to one of the farm vendor position openings. Additionally the recommendation is to appoint Cortland Carrington, Jeff McEvelly, and Becky Vadas to the other farm vendor position openings.

**RESPECTFULLY SUBMITTED,**

---

Marcia Veldman  
Program Coordinator

Attachments: Advisory Council Applications (8), Advisory Council List 2018/19

## Bloomington Community Farmers' Market Advisory Council 2018/19

### Vendors

Bruce McCallister  
3493 Goose Creek Rd.  
Freedom, IN 47431  
(812) 829-1373  
(812) 856-0271  
[brmcall@indiana.edu](mailto:brmcall@indiana.edu)  
Term Ends: 2/29/20 (3rd Term)

Cortland Carrington  
4337 E. Bill Mallory Rd.  
Bloomington, IN 47401  
(812) 679-3142  
[Cortland.carrington@gmail.com](mailto:Cortland.carrington@gmail.com)  
Term Ends: 2/29/20 (1<sup>st</sup> Term)

Thomas J. McEvelly  
8312 S. Anne Ave.  
Bloomington, IN 47401  
(812) 955-8511  
[mcevellygardens@gmail.com](mailto:mcevellygardens@gmail.com)  
Term Ends: 2/29/20 (1<sup>st</sup> Term)

Rebeca Vadas  
4297 E. Farr Rd.  
Bloomington, IN 47408  
(812) 345-2917  
[rebeccavadas@aol.com](mailto:rebeccavadas@aol.com)  
Term Ends: 2/29/20 (1<sup>st</sup> Term)

### Customers

Kathy Aiken  
2025 S. Ramsey Dr.  
Bloomington, IN 47401  
(812) 336-2956  
(812) 322-7081  
[kaiken0068@gmail.com](mailto:kaiken0068@gmail.com)  
Term Ends: 2/29/20 (3rd Term)

Carmen Siering  
2104 S. Azalea Lane  
Bloomington, IN 47401  
(765) 730-9451  
[cdsiering@gmail.com](mailto:cdsiering@gmail.com)  
Term Ends: 2/29/20 (3rd Term)

Rachel Rosolina  
2004 S. Grovesnor Pl.  
Bloomington, IN 47401  
[rachel.rosolina@gmail.com](mailto:rachel.rosolina@gmail.com)  
(423) 342-7182  
Term Ends: 2/29/20 (3rd Term)

Leslie Sommer  
3866 S. Eastmont Ave.  
Bloomington, IN 47403  
[lekburns@gmail.com](mailto:lekburns@gmail.com)  
(812) 320-6652  
Term Ends: 2/29/20 (3rd Term)

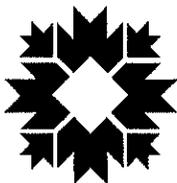
Mary White  
605 W. Dodds St.  
Bloomington, IN 47403  
(812) 345-8942  
[mfwwhite@indiana.edu](mailto:mfwwhite@indiana.edu)  
Term Ends: 2/28/19 (1st Term)

### Park Staff Liaison

Marcia Veldman  
P.O. Box 848  
Bloomington, IN 47402  
(812) 349-3738  
(812) 988-4956  
[veldmanm@bloomington.in.gov](mailto:veldmanm@bloomington.in.gov)

### Park Board Liaison

Leslie J. Coyne  
P.O. Box 848  
Bloomington, IN 47402  
(812) 339-4304  
(812) 320-7366  
[lcoyne@indiana.edu](mailto:lcoyne@indiana.edu)



CITY OF BLOOMINGTON  
parks and recreation

## APPLICATION

### ADVISORY COUNCILS

Date: Feb 7, 2018

Council for which you are applying: Farmer's Market Advisory Council

Name: Kathy Aiken

Address: 2025 S. Ramsey Dr.

Home phone: 812 336-2956 Work Cell phone: 812 322-7081

E-mail: Kaiken0068@gmail.com

Are you a City resident? Yes

Occupation: Retired

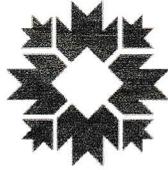
Why are you interested in applying for this position?

I'm currently serving on this board and would like to continue to do so. I've been a steady customer of the Farmer's Market since it started in Bloomington.

Why do you think you are qualified for this position?

I believe I have a good historical perspective of all the Farmer's Markets in Bloomington since I have regularly shopped at them since the 1970's.

Please return the completed form in person to the Parks and Recreation Department, 401 N. Morton Street, Suite 250, Bloomington IN 47404, or by mail to P.O. Box 848, Bloomington IN 47402



CITY OF BLOOMINGTON  
parks and recreation

APPLICATION

ADVISORY COUNCILS

Date: 2/17/18

Council for which you are applying: Farmers Market Advisory

Name: Cortland V. Carrington

Address: 4337 E Bill Mallory Blvd

Home phone: 812-679-3142 Work/Cell phone: \_\_\_\_\_

E-mail: Cortland.Carrington@gmail.com

Are you a City resident? YES

Occupation: Mushroom Farmer and Retired Military

Why are you interested in applying for this position?

I'm interested in helping the Market in addressing issues such as organic food production, NOA GMO as well as small farm issues in the community

Why do you think you are qualified for this position?

I've been a grower / produce and Farm Market vendor for about 5 years now. I have a good overall idea about Market Challenges.

Please return the completed form in person to the Parks and Recreation Department, 401 N. Morton Street, Suite 250, Bloomington IN 47404, or by mail to P.O. Box 848, Bloomington IN 47402



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

## APPLICATION

### ADVISORY COUNCILS

Date: Feb 1, 2018

Council for which you are applying: Bloomington Community Farmer's Market  
Advisory Council

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Name: Bruce McCallister

Address: 3493 Goose Creek Rd. Freedom, In 47431

Home phone: 812-650-8225 Work/Cell phone: 812--856-0271(w)

E-mail: brmccall@indiana.edu

Are you a City resident? No

Occupation: Social Worker

Why are you interested in applying for this position?

I have sold at the market for over 20 years and been on the council about 10 years. I enjoy being involved in discussions about the market's future.

Why do you think you are qualified for this position?

I have been associated with the market since it was located near the library and can provide a perspective that draws on the long history of the market.

Please return the completed form in person to the Parks and Recreation Department, 401 N. Morton Street, Suite 250,  
Bloomington IN 47404, or by mail to P.O. Box 848, Bloomington IN 47402



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

## **APPLICATION**

### **ADVISORY COUNCILS**

Date: 13 February, 2018

Council for which you are applying: Farmers' Market Advisory Council

Name: Thomas J. McEvelly

Address: 8312 S Anne Avenue Bloomington, IN 47401

Home phone: 812-955-8511 Work/Cell phone:812-955-8511

E-mail: mcevillygardens@gmail.com

Are you a City resident? I have a Bloomington address but live outside the city limits between Smithville and the Pointe

Occupation: Farmer/Army JROTC Instructor/Retired Army Officer

**Why are you interested in applying for this position?** I feel that the Farmer's Market has been good to me and is a very important organization. It brings us together as growers and consumers. I think it provides the community value far much more than simple commerce or even high quality meats, produce and goods. I believe is a vehicle of enlightenment due to interactions it make possible between diverse peoples and populations and adds to a sense of community. I would like to give back and this seems like a great way to do so.

**Why do you think you are qualified for this position?** I feel that I am qualified for this position for several reasons. Long before I became a niche farmer I was a consumer and enjoyed attending the farmers market. I bring both perspectives to the table. I have much experience working in different types of organizations including military, intergovernmental and NGOs. I have good people skills and just as important, a good sense of humor coupled with an appreciation for the experiences of others. I am also involved with groups dedicated to farming knowledge including SARE, Homegrown for Heroes and Agrability.

Please return the completed form in person to the Parks and Recreation Department, 401 N. Morton Street, Suite 250,  
Bloomington IN 47404, or by mail to P.O. Box 848, Bloomington IN 47402



**CITY OF BLOOMINGTON**  
parks and recreation

**APPLICATION**  
**ADVISORY COUNCILS**

Date: 1/19/18

Council for which you are applying: Farmers Market Advisory Council

Name: Rachel Rosolina

Address: 2004 S. Grovesnor Pl Bloomington, IN 47401

Home phone: 423-342-7182 Work/Cell phone: 812-855-9449

E-mail: rachel.rosolina@gmail.com

Are you a City resident? yes

Occupation: Project Manager / Editor at IV Press

Why are you interested in applying for this position?

*I have very much enjoyed being a part of this council and would love to do my final term. The market is such an integral part of this city, and I am excited to continue helping it succeed.*

Why do you think you are qualified for this position?

*My previous terms allow me insight into how decisions are made. My love for the market also helps!*

Please return the completed form in person to the Parks and Recreation Department, 401 N. Morton Street, Suite 250, Bloomington IN 47404, or by mail to P.O. Box 848, Bloomington IN 47402



**CITY OF BLOOMINGTON**  
parks and recreation

## APPLICATION

### ADVISORY COUNCILS

Date: 2/1/2018

Council for which you are applying: Farmers' Market

Name: Carmen Siering

Address: 2104 S. Azalea Lane, Bloomington, IN 47401

Home phone: \_\_\_\_\_ Work/Cell phone: 765-730-9451

E-mail: cdsiering@gmail.com

Are you a City resident? yes

Occupation: managing editor Bloom Magazine

Why are you interested in applying for this position?

I have been a regular customer at the Bloomington Community Farmers' Market since moving here in 2010. I would like to contribute to its continued improvement and help in any way I can.

Why do you think you are qualified for this position?

As a customer, I feel my opinion is valuable to the committee. As a community member, I hope I can offer a voice for my neighbors and bring their concerns to the committee.

Please return the completed form in person to the Parks and Recreation Department, 401 N. Morton Street, Suite 250, Bloomington IN 47404, or by mail to P.O. Box 848, Bloomington IN 47402



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

## APPLICATION

### ADVISORY COUNCILS

Date: January 8, 2018

Council for which you are applying: Farmers Market Advisory Council

Name: Leslie Sommer

Address: 3866 S. Eastmont Ave. Bloomington, IN 47403

Home phone: 812-320-6652 Work/Cell phone: same

E-mail: [lekburns@gmail.com](mailto:lekburns@gmail.com)

Are you a City resident? No

Occupation: Student/Mom

Why are you interested in applying for this position?

I am interested in applying for this position because I want to help support and promote local food in our community as well as support our local farmers. I have been on this advisory council for 4 years now and have a thorough knowledge of the rules and regulations of the market. I thoroughly enjoy being on this council with other community members and along side the market manager and market master.

Why do you think you are qualified for this position?

I have several years working within the local food system:  
5 years experience as market master of two local markets  
1 years experience as nutrition coordinator at Hoosier Hills Food Bank  
4 years experience on this advisory council

I also maintain relationships with farmers in our community through shopping at market and participating in CSA's

Please return the completed form in person to the Parks and Recreation Department, 401 N. Morton Street, Suite 250, Bloomington IN 47404, or by mail to P.O. Box 848, Bloomington IN 47402



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

## APPLICATION

### ADVISORY COUNCILS

Date: 10-25-17

Council for which you are applying: Farmers Market

Name: Rebecca Vadas

Address: 4297 E. Farr Road, Bloomington, IN 47408

Home phone: \_\_\_\_\_ Work/Cell phone: 812-345-2917

E-mail: rebeccavadas@aol.com

Are you a City resident? No

Occupation: Self-Employed as a Mortgage Signing Agent

Why are you interested in applying for this position?

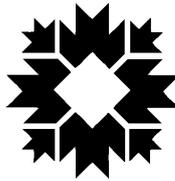
I am interested, because I would like to be involved in the direction that our market is heading and to be a "voice" for other vendors as well.

Why do you think you are qualified for this position?

We have been vendors at the market for over 25 years and therefore am knowledgeable about the market and what is involved, etc.

My husband was on the board 24 years ago, and I attended the meetings with him during that time.

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Bloomington IN 47404, or by mail to P.O. Box 848, Bloomington IN 47402



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

**STAFF REPORT**

Agenda Item: C-14

Date: 2/22/2018

Administrator  
Review/Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Marcia Veldman, Program Coordinator  
**DATE:** February 27, 2018  
**SUBJECT:** **PREPARED FOOD VENDING AND FOOD TRUCK AGREEMENTS FOR MARKET**

**Background**

At the Bloomington Community Farmers' Market (BCFM) there are three categories of vendors, each with a unique set of guidelines and means of participation. The vast majority of the vendors are the farm vendors and the BCFM accepts applications from anyone who raises farm product in Indiana. We also host A Fair of the Arts, a juried art and craft fair, with thirty vendors selling on the second Saturday of the month. The third group of vendors is the Prepared Food Vendors (PFV), including the Food Truck/Push Cart vendors, who comprise the Market B-Line Cafe.

On January 2, 2018 staff sent a Request for Proposal (RFP) to 53 individuals and organizations who have expressed an interest in selling prepared food at Market in the last two years. A second version of the RFP specifically for Food Trucks/Push Carts was sent to a list provided by the City's Economic and Sustainable Development Department of all the businesses holding a license with the City for Food Trucks/Push Carts. Additionally Legal Notices ran in the *Herald-Times* on two Sundays informing the public of the RFP's.

The RFP's established 10 criteria by which proposals would be evaluated; 1) Menu, 2) Production, 3) Price, 4) Customer Satisfaction, 5) Reliability, 6) Local Entity, 7) Market Product Balance, 8) Utilization of Local Product, 9) Interest in Non-Peak Season or Limited Occasion Sales, and 10) Fulfillment of Terms of Previous Agreement.

Seven of the PFV agreements in 2017 allowed for the continuation of the contract for one additional year if agreeable to both parties. Nine of the contracts terminated. Proposals were received by the deadline from twenty businesses and individuals.

### **Recommendation**

A proposal review committee made up of two Farmers' Market Advisory Council members and three Market staff reviewed the proposals and make the following recommendations.

#### **Continue the agreements with the seven PFV whose contracts allow for their continuation.**

The Scholar's Inn Bakehouse would like to sell their breads, muffins, scones, and pastries in April through November.

Brown County Coffee would like to sell beans, prepared coffee, espresso drinks and hot cocoa in April through November.

Feast would like to sell tamales as well as an assortment of breakfast items and smoothies in April through November.

Piccoli Dolci would like to sell to sell their authentic Italian and European pastries and baked goods, with some being packaged to take home and others intended for on-site enjoyment in April through November.

Primally Inspired Eats would like to sell gluten free baked goods in April through November.

Sazon would like to sell tacos in April through November.

Chris Voster would like to sell kettle corn in April through November.

#### **Enter into contracts with the following two PFV. Since both of them are returning vendors, have the contract allow for an additional year if both parties are satisfied.**

Muddy Fork Farm would like to sell their artisanal breads, baked goods and pizza in April through November.

Sweet Claire would like to sell a variety of European style breads and rolls in April through October.

#### **The following five vendors are recommended for space sharing and therefore the committee recommends entering into one year contracts with each of them.**

Aahaa Chai would like to sell teas in April through November. Needmore Coffee would like to sell coffee in April through November. They would share a space.

Pie First Bakery would like to sell pies every other week in May through October. On alternating weeks, the Inkwell would like to sell their baked goods in April through November from a shared booth with Macarons & Co. in May through October.

#### **The following two vendors are first year vendors and therefore the committee recommends entering into one year contracts with each of them.**

inBloom Juicery would like to sell cold-press juices in April – October.

BloomingTea would like to sell iced, hot and loose tea in April – November.

**Lastly for the Saturday Market the committee recommends entering into one year contracts with the following two Food Truck vendors.**

Wild Alaska Salmon would like to sell on a monthly (possibly twice a month) basis line-caught salmon in April – November.

Pili's Party Taco would like to sell tacos in April –October.

**Additionally the committee recommends allowing staff to enter into agreements with interested applicants for selling at the Tuesday Market.**

The Prepared Food Vending and Food Truck Agreements have been approved by Legal.

**RESPECTFULLY SUBMITTED,**



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Marcia Veldman  
Program Coordinator

Attachments: Proposals Submitted, 2017 Monthly PFV 10% Report.

**2017 Monthly Payments from Prepared Food Vendors**

Vendor	Feast - 2	Sazon - 2	SIB - 2	Ooey - 1	BCC - 2	More - 1	Sweet - 1	Muddy - 1	Piccoli - 2	Voster - 2	Uel - 1	Primal -2	Greens - 1	Pie - 1	Chai - 1	Wild - 1	Kind - 1	
Contract	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
MCHD	Y	Y	Y	HBV	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	
MB/GC	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
E-Verify	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Liability	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Lease	\$380	\$380	\$380	\$135	\$380	\$145	310	380	380	300	155	380	260	130	225	80	380	
April	460	300	369	84	691	111	462	1948	646	\$48	213	580	0	0	230	77	100	
May	463	260	268	61	624	40	393	1594	608	132	175	469	0	322	189	199	77	
June	600	250	437	100	711	71	432	1840	701	172	305	508	0	316	263	196	75	
July	695	400	631	210	971	92	729	2202	868	252	420	514	0	354	331	209	131	
August	600	330	569	204	925	40	569	1958	756	228	487	481	0	391	280	216	155	
Sept	600	410	593	194	1073	53	679	2433	913	158	385	527	0	377	311	412	128	
October	500	240	286	156	682	32	483	1554	488	94	190	378	0	164	200	\$231	85	
November	131	120	118	88	319	12	0	856	298	35	0	174	0	0	149	245	32	
TOTAL	\$4,429	\$2,690	\$3,651	\$1,232	\$6,376	\$596	4057	\$14,765	\$5,658	\$1,419	2330	4011	\$260	\$2,054	2178	\$1,865	\$1,163	\$58,734

Feast - every Saturday

Sazon - Every Saturday

SIB - Bakehouse - every Saturday

Ooey Gooey - April/every other Saturday May - October/Nov/HM

BCC - Brown County Coffee - every Saturday

Sweet Claire - every Saturday except Nov

Muddy Fork - every Saturday

Piccoli - every Saturday

Uel Zing - every Saturday except Nov/shared a booth with Aahaa

Primally Inspired Eats - every Saturday

Love More - April/every other Saturday/Nov/HM

Pie First - every other Saturday - May - October

Aahhaa Chai - every other Saturday/shared booth with Uel Zing

Greenskeeper - every Saturday May - October

Kind Kombucha - every Saturday

Wild Alaska - the first Saturday of every month

Wild Alaska paid \$28 for TM

Kind Kombucha paid \$119 for TM



## Food Truck/Push Cart Vending Stall PROPOSAL FORM

### General Information

Business Name: La Poblana Food Truck  
Name: David Howard  
Address: 1420 E Rhorse Rd. Bloomington In, 47406  
Phone number: 574 532 9587  
Email address: lapoblana922@gmail.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

Tuesdays from 4-7 p.m. (June 5- September 25)  
May - October (May 5 - September 29)  
October & November (October 6 - November 24)  
All

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

Full menu of options from Pueblo Mexico cuisine

### Special Arrangements

Other: Full Mobile Kitchen  
Intend to Sell as a Home Based Vendor \_\_\_\_\_

### 2) Production

Food is prepared Daily in the truck

### 3) Price List

We have a full range of prices Sides + Tacos starting  
at \$1.50 to full Dinner plates 15\$

### 4) Customer Satisfaction

High customer satisfaction and a large Bloomington  
Following and presence

### 5) Reliability

Very Reliable, We always show up on time and  
have never ran out of food, knock on wood we have never had

### 6) Local Entities

Owned and operated in the City of Bloomington  
Owned and operated in Monroe County

Locally owned and operated

to shut down due to equipment malfunction  
or health code violations

Outside Monroe County:

**7) Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

**8) Utilize Locally Grown or Raised Products**

We are in process of offering veggies & fish from a local agriculture farm. Being involved with the market will allow us the opportunity to establish contracts with other vendors to utilize their locally grown products

**9) Use of Generators (if using a generator, list make and model)**

Honda EU 2000I For the size it is the quietest on the market and most fuel efficient

**10) Previous Market Vendors**

I am a returning Market Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.

**Tipos de Carnes**  
**Types of meats**

**Carne por**  
**Libra** c/tortilla, salsa  
**Meat per**  
**Pound** w/ tortillas,  
salsa

**Gringas**  
Flour tortilla w/  
cheese  
Chihuahua,  
cream, lemon,  
and cilantro

**Tacos**  
Corn tortilla  
w/cilantro,  
onion, and  
lime

**Burros**  
Flour tortilla w/  
beans, onions,  
tomato, cilantro,  
jalapeno and  
salsa

**Tortas**  
Mexica bread w/  
mayonnaise, cheese  
beans, lettuce,  
tomato, onions,  
jalapeño, and  
avocado

**Nachos**  
Chips w/ beans, cheese,  
lettuce, tomato, onions,  
cilantro, jalapeno, and  
cream

**Cabeza de Puerco**  
**(Pork head)**

14.99

4.25

3.50

8.50

9.00

8.99

**Al Pastor**  
**(pork w/pineapple)**

14.99

4.25

3.50

8.50

9.00

8.99

**Longaniza**  
**(Mexican sausage)**

14.99

4.25

3.50

8.50

9.00

8.99

**Árabe**  
**(Pork Puebla style)**

14.99

4.15

3.50

8.50

9.00

8.99

**Pollo Asado**  
**(Grill chicken)**

14.99

4.25

3.50

8.50

9.00

8.99

**Vegetariano**  
**(Vegetarian)**

14.99

4.25

3.50

8.50

9.00

8.99

**Tripa de res**  
**(Beef gut)**

14.99

4.25

3.50

8.50

9.00

8.99

**Asada**  
**(Grill beef)**

14.99

4.25

3.50

8.50

9.00

8.99

**Cabeza de res**  
**(Beef head)**

14.99

4.25

3.50

8.50

9.00

8.99

**Suadero**

14.99

4.25

3.50

8.50

9.00

8.99

**Lengua de res**  
**(Beef tongue)**

14.99

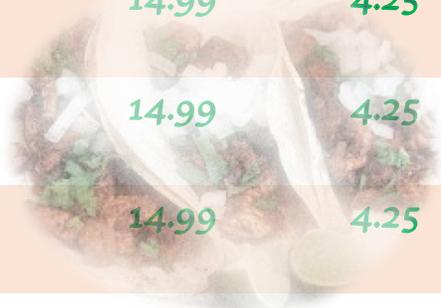
4.25

3.50

8.50

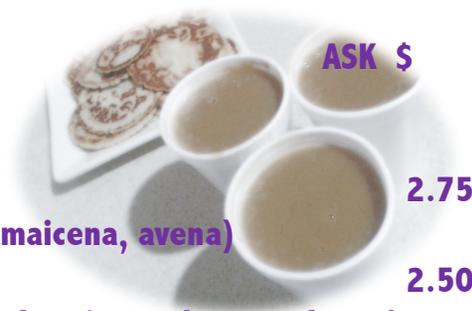
9.00

8.99



- **Chalupas poblanas con pollo** 3.75  
Fried corn tortilla, Green and red sauces w/onions, cheese and chicken
- **Chalupas poblanas** 3.25  
Fried corn tortilla, green and red sauces w/onions, cheese
- **Esquites** 2.75  
Boiled corn w/mayonnaise, parmesan cheese, lime, chili powder
- **Tostadas** 3.50  
fried corn tortilla w/beans, lettuce, tomato, onion, fresh cheese, cream, avocado and any meat from the menu

• **Special of the week**



- DRINKS**
- **Atole caliente** 2.75  
(arroz, champurrado, de maicena, avena)
  - **Fresh waters** 2.50  
(horchata, jamaica, tamarindo, pineapple, cantaloupe)
  - **Can of soda** 1.65  
(coca-cola, sprite, Mtn-DEW, Sunkist, Diet coke and Mtn-Dew)
  - **Bottle of soda** 2.50  
(Coca-cola, Sprite, Fanta, Mtn-Dew)

**SIDES**

- **Arroz rojo o blanco (Red or White rice)** 2.34
- **Frijol refrito (Fried beans)** 2.34
- **Cebolla asada (Roasted onion)** 1.34
- **Coliflor con jalapeños en vinagre** 2.00  
(Cauliflower with jalapeños in vinegar)
- **Chips con salsa (chips w/salsa or cheese)** 2.00

# PILI'S PARTY TACO

Facebook

Instagram

Cell: 8122190539

[airamgon-2@hotmail.com](mailto:airamgon-2@hotmail.com)

S Walnut st and 4<sup>th</sup> st

Bloomington in



We cater any event



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: Pili's Party Taco LLC

Name: Maria del Pilar Gonzalez Moran

Address: 22-15 S Rockport Rd. Bloomington IN 47403

Phone number: (812)219- 0539

Email address: airamngon-2@hotmail.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
- April (April 7 - 28)
- May – October (May 5 – October 27)
- November (November 3 - 17)
- Holiday Market (November 24)
- Interested in sharing a stall with another prepared/processed food and beverage vendor

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

*We prepare our products from scratch. Tacos are our Main Product. We have 10 different types of tacos We offer Burritos, Tortas (Mexican sandwich). We have fresh flavored water, such as horchata, jamaica, pineapple, tamarind, and lemonade. Our homemade salsas are four different flavors: Guacamole Salsa (non-spicy), Chipotle Salsa (medium spicy), Red Chili Salsa (hot-spicy), and Guajillo Chili Salsa (spicy). See our menu for more details.*

### Special Arrangements

- Water (there is limited access to water)
- Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)

- Other: \_\_\_\_\_
- Intend to Sell as a Home Based Vendor

## 2) Production

*Our records show that during the days in which we have sold food for over 500 people, our team has been able to provide a good service. In an average day, we usually sell food for 200 people, however several times a year we have experienced high sells, such as during Lotus Festival. We always keep food in stock in case we needed to sell more. This allows us to provide service for big parties.*

## 3) Price List

*See the menu for more details. All prices do not include taxes.*

## 4) Customer Satisfaction

*We have at least 50 loyal customers who come every week and sometimes every day to enjoy our food. Some of the comments that we received are to praise our authenticity in the flavor of our food, as well as in our signature Salsa Verde, which was finalist in the Farmers Market contest in 2013. Our social media, such as Facebook, shows our customers' appreciation with comments such as "Pili's Taco Truck cares about their customers as people and not just to sell food."-Stephanie Huevo.*

## 5) Reliability

*We have participated in the Food Truck Friday since our inauguration in 2017, as well as in Lotus Festival invited by Jeff Mease. We also provided services during the Indiana Toys and Comic Expo in 2017 and Pridefest 2017. Indiana University invited us to provide food for the welcoming events for new students in the semester Fall 2017 .*

## 6) Local Entities

- Owned and operated in the City of Bloomington
- Owned and operated in Monroe County
- Outside Monroe County: \_\_\_\_\_

## 7) Market Product Balance

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

**8) Utilize Locally Grown or Raised Products**

*We are very interested in contributing to the local economy as well, by buying vegetables such as corn on the cob, tomatoes, jalapeños, zucchini, onions, among others.*

**9) Criteria Specific to Non-Peak Season/Limited Occasion Vendors**

*We use a Honda EU70000 generator, fuel injection that operates at 52 dB at ¼ Load and 60 dB at its maximum capacity.*

**10) Previous Prepared/Processed Food and Beverage Vendors**

- I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: Wever's Smoke Eaters BBQ

Name: Arron Wever

Address: 313 Depot Rd / Ellettsville, IN

Phone number: 812-360-7328

Email address: wev726@yahoo.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- May – October (May 5 – October 27)

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

- Large Pulled Pork Sandwich
- Large Beef Brisket Sandwich
- Large Pulled Chicken Sandwich
- Huge Pulled Pork Nachos
- Huge Chicken Nachos
- Huge Brisket Nachos
- Regular Cheese Nachos
- Canned Pop
- Bottled Water

### 2) Production

All of our meats are cooked in our commercial kitchen in Ellettsville, IN. Our meats are smoked 100% with hickory and Cherrywood. Our BBQ sauce is certified gluten free and kosher and is bottled by us locally at Dillman Farms. It is sold in stores throughout Indiana, as well as used by local restaurants such as Opi Taylors and Colorado Steakhouse.

### 3) Price List

- Large Pulled Pork Sandwich \$6.00
- Large Beef Brisket Sandwich \$8.00
- Large Pulled Chicken Sandwich \$6.00
- Pulled Pork and Chicken Nachos \$7.00
- Canned Pop \$1.00
- Bottled Water \$1.00
- Bottle of BBQ sauce \$5.00

### Special Arrangements

- Water (there is limited access to water)
- Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)
- Other **We prefer to be considered for a food cart so we can expand on the friendly and personal service we our known for. We want to get to know our customer base and want them to get to know us.**
- Intend to Sell as a Home Based Vendor

### 4) Customer Satisfaction

Wever's Smoke Eater's BBQ consistently offers the highest quality of our product and excellent customer service. Our family goes back many generations in Monroe County and our customer's expectations are our number one priority.

I have very fond memories of helping my grandparents sell produce at the farmer's market when I was a child myself. My grandparents were always very well respected and Wever's Smoke Eater's BBQ will be a great addition to the market as well.

### 5) Reliability

- We will always show up on time.
- We will always show up prepared.
- We will always show respect to customers and other vendors.
- We will always have a backup plan if the usual falls through.

### 6) Local Entities

- Owned and operated in Monroe County

**7) Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

**8) Utilize Locally Grown or Raised Products**

See number 2 (production).

**9) Use of Generators (if using a generator, list make and model)**

Brute B 2000 Inverter generator.

It is small and very quiet.

**10) Previous Prepared/Processed Food and Beverage Vendors**

- I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.-----NA



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: Wild Alaska Salmon & Seafood

Name: Josh Hermes

Address: 7242 E. Salt Creek Drive Bloomington, IN 47401

Phone number: 812-219-7045

Email address: josh@wildalaskasalmonandseafood.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
- April (April 7 - 28)
- May – October (May 5 – October 27)
- November (November 3 - 17)
- Holiday Market (November 24)
- Interested in sharing a stall with another prepared/processed food and beverage vendor

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

We are a direct-marketer of our own wild-caught Alaskan salmon. What that means is that we handle and oversee every stage of the process, from harvesting to selling to the consumer. There is no middleman whatsoever! I have included our short bio of who we are and what we do so that all questions of harvesting and production can be covered and answered. I am happy to provide documentation, including business license, processing permits and all other pertinent information that might be needed upon request.

Our menu consists of every item that we have available. Remember, we only sell what we catch. Typical menu offerings include:

- Frozen, Wild-Caught Alaskan Sockeye Salmon-large and small portion fillets-\$15.00/lb.
- Frozen, Wild-Caught King Salmon-small portion fillets-\$20.00/lb.
- Frozen, Wild-Caught Keta Salmon-small portion fillets-\$12.00/lb.
- Frozen, Wild-Caught Chunked Sockeye Salmon-\$9.00/lb.
- Frozen, Wild-Caught Smoked Salmon Candy-\$9.00 each
- Frozen, Wild-Caught Traditional Smoked Salmon-\$9.00 each
- Frozen, Wild-Caught Peppered Smoked Salmon-\$9.00 each
- Frozen, Wild-Caught Smoked Sockeye Lox - \$18.00 each
- Frozen, Wild-Caught Black Cod fillets - \$28.00/lb.
- Frozen, Wild Caught Pacific Cod fillets - \$11.00/lb.

### Special Arrangements

- Water (there is limited access to water)
- Electricity (Detailed information should be noted by the menu item. There is limited access to electricity). – If possible, but not necessary.
- Other: *I would ideally like to be on the east side of the B-line trail if possible.*
- Intend to Sell as a Home Based Vendor

### 2) Production

We harvested just over 160,000 lbs. of fish in our 2017 fishing season. This means we will have ample product year round to sell to the farmers' market customers!

### 3) Price List

Please see "menu" above.

### 4) Customer Satisfaction

During markets, our set-up is very straight-forward. Our fish are kept frozen in three 6-foot chest freezers that are housed in a 14-foot trailer. Access to an electrical outlet (110) is ideal, but not required since we can also run our freezers from a single whisper generator which we would provide. We set up a tent outside the trailer door, allowing easy access to the freezers for a quick and easy customer interaction. This allows us to provide the absolute best customer service. Our customers always leave our booth happy and excited about what they just purchased! At no time are the products allowed to sit out and thaw and we sample only our fully-cooked smoked products complicit with the Monroe Co. Health Dept. guidelines and applicable permit. A copy of our 2017 permit is included with this proposal and will be renewed upon the end of the winter market season.

### 5) Reliability

During any market season (summer and winter), I am a vendor participating in 4 to 5 different markets in the state of Indiana. This means that I am a vendor at an individual market once per month. My availability for vending at the Bloomington Community Farmers' Market would be similar as I will also be participating in other markets throughout the summer. In short, I am interested in being a vendor one Saturday per month (possibly 2 Saturdays per month) throughout the season and I am more than happy to share a stall with another vendor who might be under the same stipulations. I am also interested in both the April and November markets and also the Tuesday market next to Bloomingfoods West. At this time, any Saturday during the season is available to schedule, but I would prefer the first (and possibly third) Saturday of the month.

### 6) Local Entities

- Owned and operated in the City of Bloomington
- Owned and operated in Monroe County
- Outside Monroe County: P.O. Box 602 King Salmon, AK 99613 - Fishing/Processing

### 7) Market Product Balance

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

### 8) Utilize Locally Grown or Raised Products

We realize that we are not your normal farmers' market vendor due to the locality of where our product comes from. However, since Indiana residents are unable to purchase local salmon, we feel that through the farmers' markets that we participate in, we offer the best opportunity to get truly wild-caught Alaskan salmon directly from the fisherman and from a local resident who is involved in every aspect of the business. I work and live right here in Bloomington, IN. Although the company is based in Alaska and Tony and Heather are residents of Alaska, I want to reiterate that I handle all of the day-to-day operations for Wild Alaska Salmon & Seafood and I'm involved in every aspect of the harvesting and processing during the fishing season. Most of that is all from Bloomington. I love this town, the people and the cultural melting pot that is Bloomington and I want to provide my fellow residents with a product that is truly amazing in flavor and health benefits and one which they are not able to source otherwise. And I feel that the Bloomington Community Farmers' Market is the ideal setting in which to accomplish that goal.

**9) Criteria Specific to Non-Peak Season/Limited Occasion Vendors**

All products will be available year-round.

**10) Previous Prepared/Processed Food and Beverage Vendors**

- I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.



## Who We Are and What We Do

My name is Tony Wood, fisherman and owner of Wild Alaska Salmon & Seafood. I have spent 25+ years in Alaska as a sport fishing guide, pilot and commercial fisherman. Over those years, I have found a real need for high quality, Wild-Caught Alaskan Salmon at a reasonable price to be made available in the lower 48 states. My mission from the beginning of Wild Alaska Salmon & Seafood was to eliminate the middle-man and large corporation processors and be able to sell a product where I can guarantee the highest quality because I am the harvester, processor and salesman. As I always say, "You buy your produce from the farmer. Why not buy your fish from the fisherman?"

During the summer fishing season in Alaska, I am the Captain of my boat, the Oly, and my wife Heather is processing the catch to be directly distributed throughout the year from us to wholesalers and individual customers. Wild Alaska Salmon & Seafood does not sell to any corporate chains.

To ensure the highest quality possible, every fish that I catch is iced and bled on board my boat, delivered to shore twice a day after every tide, and immediately processed and blast-frozen at my facility. There are over 2000 fisherman in my region of Alaska and I am the only one that is completely independent. I handle and manage every aspect of the process, from being caught to being bought. All of Alaska's fisheries are certified sustainable and management of them is even included in the state constitution.

After the fishing season ends, my fish and my family relocate to Southern Illinois where we spend our winters direct marketing our salmon to independent retailers, including co-op grocery stores and restaurants as well as farmer's markets. We utilize email marketing and social media to communicate to our very loyal existing customer base to advertise and promote the markets where our products are sold.

In February of 2014, my wife and I had our first born son, Max. Due to this addition to our family, we hired our first full-time employee in November. Josh comes from Bloomingfoods Market & Deli in Bloomington, IN where he has spent the last 10 years as the meat/seafood manager. As a customer of ours, Josh was able to see first-hand the impact that our products made to his department. Josh has been involved with every aspect of our business including fishing seasons with us in Alaska and as a processor/manager. All in all, he was the perfect fit for our company.

# Seasonal Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

**SUMMER MARKET**

**WINTER MARKET**

WILD ALASKA SALMON & SEAFOOD

TONY WOOD / HEATHER HUFFMAN

7242 E SALT CREEK DRIVE

BLOOMINGTON, IN 47401

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.

Summer market season: 4/1/17 - 11/30/17

Winter market season: 12/01/17 - 3/30/18

Issued MAR 10 2017

By Thomas W. Shapiro

2017

**This License Is Not Transferable to Another Individual or Location**



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: AAHAA CHAI

Name: Raji Muthukrishnan

Address: 5130 E.65<sup>th</sup> Street, Indianapolis, In 46220

Phone number: 3174102967

Email address: aahaachai@gmail.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
  - ✓ April (April 7 - 28)
  - ✓ May – October (May 5 – October 27)
  - ✓ November (November 3 - 17)
  - ✓ Holiday Market (November 24)
  - ✓ Interested in sharing a stall with another prepared/processed food and beverage vendor

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

- We offer Chai, Iced tea and herbal tea blends as loose tea in 1/5 oz bags, Chai Concentrate (1/2 Gallon and 1 Gallon) for off-site consumption and as brewed tea in cups for on-site consumption.
  - All teas are hand crafted locally in small batches.
  - All the varieties are made with all organic and natural ingredients. Ingredients are carefully chosen for wonderful health benefit and carefully blended to bring out the best taste in them.
  - Unique and creative selection of tea blends
  - The concentrates are available as pre order. Customers have selections for sweetened/semi sweetened/unsweetened. Customers can also select products with caffeine or naturally without caffeine (herbal).
  - Free samples will be provided to help customers buy their favorite tea for on site and off site consumption

<b>Varieties</b>	<b>Bags/Cup/Concentrate</b>	<b>Ingredients and Quality</b>
Maharani's Bold Masala Chai	Bags/Cup/Concentrate	All organic ingredients - No Artificial Flavors - Ingredients: Black Tea base with Ginger, Cardamom, Turmeric, & other spices
Blissful Rose Chai	Bags/Cup/Concentrate	All organic ingredients - No Artificial Flavors - Ingredients: Black Tea, Cacao nibs, Rose Petals, Calendula Flowers, Ginger, & other spices
Lavender Vanilla Delight	Bags/Cup/Concentrate	All organic ingredients - No Artificial Flavors - Ingredients: Black Tea, Cacao nibs, Lavender, Safflower, Ginger, & other spices
ChocoMate Chai	Bags/Cup/Concentrate	All organic ingredients - No Artificial Flavors - Ingredients: YerbaMate Base with Cacao nibs, Ginger, and other spices
Coconut Zing Chai	Bags/Cup/Concentrate	All organic ingredients - No Artificial Flavors - Ingredients: Coconut base with Cacao nibs, Ginger, Cardamom, Allspice

Rooibos Kaapi Chai	Bags/Cup/Concentrate	All organic ingredients - No Artificial Flavors - Ingredients: Rooibos “African Red Bush” base with Chicory, Ginger, Cardamom, and other spices
Strawberry Peach Mojito (cold brew)	Bags/Cup	All organic ingredients - Ingredients: Green Tea, Spear mint , Dried Peaches, Dried Strawberry, Dried lemon, Stevia, Marigold Flowers, Mulberry leaves, Hibiscus flowers, Rosehips, Ginger, Natural Strawberry Peach flavor
Tropical Mango Splash (cold brew)	Bags/Cup	All organic ingredients - Ingredients: Green Tea, Lemon grass, Dried Mango, Dried Oranges, Dried Pine apple, Dried Lemon peel, Hibiscus flowers, Rosehips, Natural Mango flavor
Fiery Apple Tea (cold brew)	Bags	All organic ingredients - Ingredients: Black Tea, Tulsi, Stevia, Dried Apple, Marigold Flowers, Mulberry Leaves, Hibiscus flowers, Rosehips, Red

		Chillies, Ginger, Cinnamon, Natural Apple Flavor
Plain organic Black Tea (cold brew)	Cup	Bags on request
Plain organic Green Tea (cold brew)	Cup	Bags on request
Plain organic Oolong Tea (cold brew)	Cup	Bags on request
Plain organic Green Rooibos (cold brew)	Cup	Bags on request

### Special Arrangements

- Water (there is limited access to water)
  - ✓ Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)
    - For using kettle to make hot chai
- Other: \_\_\_\_\_
- Intend to Sell as a Home Based Vendor

### 2) Production

We craft, blend and brew our chai in small batches in a commercial building with a brewing kitchen that is certified and inspected by the Indiana Department of health.

Our previous experience at markets include

Ladies Chai Social- Seeds of Learning, Asian Fest, Kiwanis 100th year convention, Whitestown Farmers Market, Monroe County Fall Festival, Farm to Fork Farmers Market, Holiday Market at Zionsville Christian Church, Indianapolis, Sullivan Munce Artisan Fare, Bicentennial Bazaar at the City Market, Indianapolis, Bloomington Winter Farmers Market 2016,2017,2018, Zionsville Farmers Market 2016,2017, Carmel Farmers Market 2016,2017,2018, Sullivan Munce Artisan Fare, Yelp Bazaar 2016,2017, Carmel Winter Farmers Market 2017, 2018, Veg Fest 2017, Westfield Farmers Market 2017, Yelp Bazaar 2016,2017

This year I will have added help at the market to serve the customers better.

Experience vending at Bloomington Community Farmers Market 2016 and 2017

Experience producing huge volume of fresh batch chai every week for whole sale

### 3) Price List

Product	Bag/Cup/Concentrate	Price
1 oz Loose leaf	Bag	\$5
5 oz loose leaf	Bag	\$20
8 oz hot cups	Cup	\$3
10 oz hot cups	Cup	\$4
12 oz cold cups	Cup	\$3
16 oz cold cups	Cup	\$4
½ gal/1 gal Concentrate Jug	Concentrate	\$10/\$ 18
1 Quart Concentrate Jug	Concentrate	\$6

### 4) Customer Satisfaction

Customer satisfaction is our top priority. Every product is made with customers in mind. We have a variety for everyone.

Caffeine/ No caffeine, Sweetened/Unsweetened, Hot/Cold, and Varieties based with Black Tea/Green Tea/ Herb, wide selection of natural and organic ingredients such as herbs/flowers/fruits, dairy/non dairy

I am constantly talking with customers to find out their feedback/suggestions.

Free tasting is offered on all our products. I want customers to taste and learn more about the product they are purchasing.

Some of the customer's reviews we have received recently:

“Very tasty and reasonably priced. Love the chai and the service is wonderful as well” - Nancy

“Enjoyed the Blissful Rose Chai at the Bloomington Farmers Market this morning. It was so good and I want to try the others” - Jessica

“Absolutely wonderful chai. Tried a few at the Bloomington Farmers Market. I keep trying more every time I am there. Very high quality. Very good. And I love that it is local. I particularly recommend the bold masala Bravo!” - Bridget

### 5) Reliability

Aahaa Chai has not missed any market in the past 2 years. Be it rain/snow/wind, I love being there to serve our customers and have great appreciation for customers who support market on any day.

Aahaa chai and the team have always worked to serve customers with speed and promptness.

If a pre-ordered customer cannot make it to the market, we go extra miles to have it delivered to them or bring a fresh batch for them at the following market.

**6) Local Entities**

- Owned and operated in the City of Bloomington
- Owned and operated in Monroe County
- ✓ Outside Monroe County: Marion County

**7) Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

**8) Utilize Locally Grown or Raised Products**

Only very limited of the ingredients used can be sourced locally. We did manage to source some lemon grass from Living roots. There were some farming issues with spearmint. Unfortunately, Living roots are not going to focus on wholesale herb sale next year. But we are in talk with them to find out the appropriate pricing that is efficient on both ends. I will also resume talking with other vendors who can supply us with more lemon grass and spearmint.

Dehydrated apple will also be sourced locally with Chester based on availability.

**9) Criteria Specific to Non-Peak Season/Limited Occasion Vendors**

- I am interested in being a full season vendor
- I am interested in selling in the non peak months of April and November. I intend to sell hot chai and tea along with loose leaf bags and concentrates during those months

**10) Previous Prepared/Processed Food and Beverage Vendors**

- ✓ I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.







## Loose Leaf Tea Prices

<b><u>Black tea</u></b>	<b>\$/oz</b>	<b><u>Green tea</u></b>	<b>\$/oz</b>	<b><u>Herbal</u></b>	<b>\$/oz</b>
English Breakfast	3	S. Sencha	3	Orange Zephyr	4
Ceylon	3	Silver Tips	3	Kir Royale	3.5
Assam	3.5	Mint Jasmine	3	Apple Spice	3.5
Darjeeling	3.5	Pear & Green Tea	3	Peppermint	2.75
Yunnan	3	Soaring Crane	3.5	Lavender Sunset	3.5
Nilgiri	3	Genmai Cha	3.5	Camomile	2.5
Sticky Rice Pu-erh	6	Cin.Orange Sencha	3	Kava Root	6
Darjeeling 1st Flush	6	Matcha	6	Bloomingberry	2.75
Pear&Pom	3	Hojicha	3.5	African sunset	2.75
Vanilla Peach Apricot	3.5	Dragonwell	2.75	Lemon Ginger	2.75
Crème de la Earl Grey	3	Gunpowder	2.75	Sundown Blend	2.75
EarlGrey Decaf	4	Jap.Sencha	6		
Market Spice	3	Mandarin Green	2.75	<b><u>Apothacary</u></b>	
Mt.Hood	3.5	Moroccan Mint	2.75	Love	3.5
Apri decaf	3	Pom Green	2.75	Circulatory Blend	3.5
Rose Petal	3			Tummy Tamer	3.5
Lady Lond	3	<b><u>White Tea</u></b>		Clear Mind	3.5
Lychee	3	White Peony	3.5	Cold Kicker	3.5
Ginger P.	3	Rose Peony	5	Cough Away	3.5
Ambrosia	2.75	Citrus Blossom White	3.5	Headache Ease	3.5
Apricot	2.75			Detox	3.5
Blackberry	2.75	<b><u>Oolong</u></b>		Metaboism	3.5
BlackRaspberry	2.75	Oolong	3.5	Cramp Relief	3.5
ChocMint	3	Tieguanyin	6	ClearSkin "Root Beer"	3.5
Hu Kwa Lapsang	3	Coconut Oolong	5	Happiness	3.5
Mango Black	2.75			Athlete's Tonic	3.5
Passion Peach	2.75	<b><u>Yerba Mate</u></b>		Dream Time	3.5
Pu-erh Bold Leaf	3.5	Yerba Ma	1.25	Healing Tea	3.5
Pu-erh Small Leaf	3.5	Roasted Mate	2.5		
		Mate Riviera	2.5		
<b><u>Chai</u></b>		Matejuana	3.5		
Masala Chai	3.5	Peppermint Mate	2.75		
Kashmiri Chai	3.5				
Bond Street Chai	3.5	<b><u>Rooibos</u></b>			
Dark Forest Chai	3.5	Red Bush	2.5		
Alberta Street Chai	3.5	Vanilla Rooibos	3.5		
Ginger Green Chai	3.5	Rooibos Cinn Spice	3		
Pumpkin Spice Chai	3.5	Honeybush	2.5		
Vanilla Spice	3.5				

Prices are per ounce. One ounce will make 8-15 cups, depending on the weight of the leaf. Tea is sold in a protective bag and should be put in an airtight container to preserve freshness. Tins holding 3-4oz are available for \$1.50.

Bulk discounts are 10% for 4-8oz, 15% for 9-15oz, 20% for 16+oz.





## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: BloomingTea

Name: Christian Frederickson

Address: 615 W. Kirkwood Ave.

Phone number: 812.360.9240

Email address: chris@btowndiner.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall: YES to all but Tuesdays

- Tuesdays from 4-7 p.m. (June 5- September 25) NO
- April (April 7 - 28) YES
- May – October (May 5 – October 27) YES
- November (November 3 - 17) YES
- Holiday Market (November 24) YES
- Interested in sharing a stall with another prepared/processed food and beverage vendor YES

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

- A. Iced tea: a selection 6 teas- 3 will be the same every week (Strawberry Sencha, BloomingBerry, a black tea blend) and 3 rotating- 1 each black, green and herbal.
- B. Hot tea: loose leaf, steeped to order, from a selection of 25 teas- 12 the same each week (Assam, Crème de la Earl Grey, English Breakfast, Chocolate Mint, Market Spice, Strawberry Sencha, Jasmine, Soaring Crane, Matcha, Rooibos, Peppermint; and the others rotating from our selection of over 100 loose leaf teas- to include health promoting herbal blends from Townshend's Apothecary
- C. Loose leaf tea: by the ounce, from the hot tea selection above.

### Special Arrangements

- Water (there is limited access to water) NO

X Electricity (Detailed information should be noted by the menu item. There is limited access to electricity) YES, 30A

Other: \_\_\_\_\_

Intend to Sell as a Home Based Vendor NO

## 2) Production

Iced tea will be prepared in advance. Hot tea will be steeped to order in 3-6 minutes. Loose leaf tea will be sold in pre-packaged tins or weighed on-site and sold in paper bags.

## 3) Price List

Iced tea: \$2.75 (16oz) \$3.50 (22oz)

Hot tea: \$2.25 (12oz) \$2.75 (16oz)

Loose leaf: see attached price list

## 4) Customer Satisfaction

Lilian Rea, our most experienced and knowledgeable employee, will be in charge of this effort. Lilian and another employee and one of the owners will be there at all times. Additional employees will be added as needed, as the level of business and its timing will be closely monitored. All employees will have gone through our training program and will be informed and knowledgeable about the teas we sell and their proper preparation.

## 5) Reliability

We currently have a staff of 6 and anticipate adding more in the near future. The Farmer's Market hours are different from our peak hours at our teahouse, allowing us to assign our most experienced and proficient staff to the market. The owners have 4 years successful experience in the restaurant business and 30 years self employment in service rich retail businesses. We will directly oversee our operations at the Farmers' Market to ensure smooth operations and a high level of customer satisfaction.

## 6) Local Entities

X Owned and operated in the City of Bloomington YES

Owned and operated in Monroe County

Outside Monroe County: \_\_\_\_\_

**7) Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

**8) Utilize Locally Grown or Raised Products**

This is a challenge, as tea is grown and processed in Asia and Africa. We are adding value locally by blending more than 10 of our own teas. We use Hoosier Honey to sweeten tea. We are sourcing blueberries locally and are incorporating them into our BloomingBerry blend. So far our primary focus has been on sourcing the best tea we can, allowing the selection to be done by established tea buyers Townshend's and Mark Wendell. As our business grows, we will continue our efforts to source locally, given the natural constraints of being in the tea business; while doing whatever else we can to keep money in the local economy.

**9) Criteria Specific to Non-Peak Season/Limited Occasion Vendors**

**10) Previous Prepared/Processed Food and Beverage Vendors**

I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: Brown County Kettle Corn(Lemon Shake Ups)

Name: Andrew Tilton

Address: 2428 S Woolery Mill Dr Bloomington, IN 47403

Phone number: 812-720-1352

Email address: browncountykettlecorn@gmail.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
- April (April 7 - 28) ✓
- May – October (May 5 – October 27) ✓
- November (November 3 - 17)
- Holiday Market (November 24)
- Interested in sharing a stall with another prepared/processed food and beverage vendor

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

**Hand Made Lemon Shake-Ups**

**PrePackaged Kettle Corn made in our facility in Brown County**

### Special Arrangements

- Water (there is limited access to water)
- Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)
- Other: \_\_\_\_\_
- Intend to Sell as a Home Based Vendor

## **2) Production**

**Lemon Shake-Ups are hand made at location, we use whole lemons and real sugar (we were at Food Truck Friday's last year in a yellow 10x10' tent.)**

**Kettle Corn is made from scratch in our facility located in Brown County.**

## **3) Price List**

### **Lemon Shake-Ups**

**Small 16oz: \$4.00 after tax**

**Large 32oz: \$6.00 after tax**

### **Kettle Corn**

**Small: \$5.00 after tax**

**Medium: \$8.00 after tax**

**Large: \$15.00 after tax**

## **4) Customer Satisfaction**

**Our Lemon Shake-Ups and Kettle Corn are extremely popular. We go through many cases of lemons every Food Truck Friday.**

## **5) Reliability**

**We are extremely reliable with all events we have been a part of**

## **6) Local Entities**

- **Owned and operated in the City of Bloomington Owner lives in Bloomington, Lemon Shake-Ups are exclusive to Bloomington.**
- **Owned and operated in Monroe County**

- Outside Monroe County: Kettle Corn is produced in Brown County.

**7) Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

**8) Utilize Locally Grown or Raised Products**

Our Popcorn is grown in Indiana

**9) Criteria Specific to Non-Peak Season/Limited Occasion Vendors**

**10) Previous Prepared/Processed Food and Beverage Vendors**



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: Cup & Kettle Tea

Name: Jessica Messmer

Address: 208 N Walnut St Suite 100

Phone number: 812-325-9859

Email address: Cupandkettletea@gmail.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
- April (April 7 - 28)
- May – October (May 5 – October 27)
- November (November 3 - 17)
- Holiday Market (November 24)
- Interested in sharing a stall with another prepared/processed food and beverage vendor

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

**Brewed hot tea and cold brewed iced teas, loose leaf tea, and scones.**

### Special Arrangements

- Water (there is limited access to water)
- Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)
- Other: \_\_\_\_\_
- Intend to Sell as a Home Based Vendor

- 2) **Production: Teas are blended in our commercial kitchen and made from organic ingredients. Scones are also made in our commercial kitchen from scratch.**

- 3) **Price List:** 16 ounce cups of hot or iced tea: \$3.50 Scones: Cranberry Orange, Toasted Oat with lemon curd, and a seasonal scone- \$5.00
- 4) **Customer Satisfaction:** We are nearing our first year of business and have a 4.9 Star reviews on Facebook, and 5 stars on Google and Etsy.
- 5) **Reliability:** We are very reliable, we are located in the downtown, and have a team in place.

6) **Local Entities**

- Owned and operated in the City of Bloomington
- Owned and operated in Monroe County
- Outside Monroe County: \_\_\_\_\_

7) **Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

8) **Utilize Locally Grown or Raised Product:** Not at this time

9) **Criteria Specific to Non-Peak Season/Limited Occasion Vendors;** N/A

10) **Previous Prepared/Processed Food and Beverage Vendors**

- I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: D2 Hot Sauce

Name: James David & Drew Stults

Address: 2020 E. Lukes Crt. Bloomington, IN 47401

Phone number: 812-361-2372

Email address: jampdavi@umail.iu.edu

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
- April (April 7 - 28)
- May – October (May 5 – October 27)
- November (November 3 - 17)
- Holiday Market (November 24)
- Interested in sharing a stall with another prepared/processed food and beverage vendor

\* I have highlighted the choices we are interested in

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

Since I was a kid I've gone to the Bloomington Farmer's Market with my family. I've seen many booths and many great ideas. Never have I seen a local, family-made, hot sauce being sold. Over the years my family has crafted 6 unique hot sauces from AfterBurner to Kidz Sauce we've attempted to create a sauce for every taste bud. In the past we only made and bottled the sauce to give to friends as gifts, but as the demand for more sauce increased we realized we could be sharing our joy and creation as a family with all of Bloomington. Everything is made from scratch and all product packaging reflects Indiana's history and culture. We also offer sugar-free options to those patrons who cannot have it.

## Special Arrangements

- Water (there is limited access to water)
- Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)
- Other: \_\_\_\_\_
- Intend to Sell as a Home Based Vendor

## 2) Production

Preparation in large quantities is no problem for us. We have all the equipment (industrial blenders, vats, sifters, etc.,) we also have a distributor for glass bottles which we can store in the thousands to make sure we always have enough. We also have enough labels and nutrition facts for thousands of bottles. Size and production is not a problem for us, we are just looking for an opportunity to show we can do it. We are currently making the sauce at home, but, if we get a spot at the market, we hope to expand and buy a facility to make the sauce in.

## 3) Price List

- 1) AfterBurner 3oz(AfterBurner sugarfree)-\$4.00
- 2) KidsSauce 3oz-\$4.00
- 3) VitaminD 3oz-\$4.00
- 4) BarnBurner 5oz-\$6.00
- 5) Tangy BBQ 5oz-\$6.00
- 6) Hot BBQ 5oz-\$6.00
  - a. All 6 packaged together for \$25

## 7) Customer Satisfaction

As a new company customer satisfaction is one of our highest priorities. Everyone selling for us has a personality that is perfect for the environment of the farmer's market. We respect the farmer's market and its attendees and look to display our sauce in a way that reflects that respect.

### **8) Reliability**

Making sauce is not a tedious or difficult process. We have got it to the point where we can make hundreds of bottles a night. On many occasions we have bottled and served the sauce to large crowds of people. Every summer at my father's company hog roast we serve the sauce to over a thousand people and then have a small booth where they can buy bottles of it to take home. We really enjoy what we do, and are sure in the fact that we can do it reliably, and to the highest standards.

### **9) Local Entities**

- Owned and operated in the City of Bloomington
- Owned and operated in Monroe County
- Outside Monroe County: \_\_\_\_\_

### **10) Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

### **11) Utilize Locally Grown or Raised Products**

We buy all of our ingredients from local vendors such as our habaneros from G and G Farms based out of Gaston, IN. The remaining ingredients we get at Bloomingfoods and make sure to buy products that benefit local growers the most.

### **12) Criteria Specific to Non-Peak Season/Limited Occasion Vendors**

Willing to sell during non-peak season. We believe our product will be a great contribution to the already diverse culture of the farmers market. We are bringing something homegrown and locally-made to the market that we feel has not been tapped into. There are so many honey producers, vegetable growers, and local restaurants, what we haven't seen is sauce. As graduates of Bloomington North we hope to gain knowledge of a community we have already been lucky enough to grow up in.

**13) Previous Prepared/Processed Food and Beverage Vendors**

- I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.

\*I have attached images of the labels and bottles. The barn on the front is from a barn in Brown County off HW 46.







## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: inBloom Juicery  
Name: JR Ricker  
Address: 308 S Walnut St #1  
Phone number: (317) 507-2209  
Email address: james@inbloomjuicery.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
- April (April 7 - 28)**
- May – October (May 5 – October 27)**
- November (November 3 - 17)
- Holiday Market (November 24)
- Interested in sharing a stall with another prepared/processed food and beverage vendor**

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

We would offer a minimum variety of 4 cold-pressed juices for sample and purchase, each bottle containing 3-5 pounds of fresh produce.

### Special Arrangements

- Water (there is limited access to water)
- Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)
- Other: \_\_\_\_\_
- Intend to Sell as a Home Based Vendor

## 2) Production

inBloom Juicery currently operates out of the commercial kitchen, The Fresh Fork. We use our Good Nature X1 cold press to make nearly all of our juices. During the Bloomington Farmer's Market we would offer juice for sample & purchase.

## 3) Price List

### Green Juices

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all green everything	cucumber, spinach, kale, celery & romaine	\$8
green light	spinach, celery, green apple & lime	\$8
kale greenhart	kale, pineapple, spinach, cucumber & lemon	\$8
local love	spinach, kale, cucumber, green apple, pear, celery, lemon & lime	\$8

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### Citrus Juices

----

afterparty	activated charcoal, lemon, cayenne, maple syrup & filtered water	\$7
beach bum	watermelon & lime	\$7
indian-apple-ish	green apple, cucumber, cilantro, lemon & mint	\$8
blue lagoon	blue-green algae, lemon, lemon grass & honey	\$8
chia sunrise	pineapple, grapefruit, pear, chia seeds & coconut	\$8

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### Root Juices

----

afternoon delight	carrot, orange, green apple & ginger	\$8
carrot top	carrot, green apple, celery & lemon	\$8
liquid crimson	beet, carrot, green apple, orange & lemon	\$8
sweet beet	beet, green apple, orange, pear, ginger & lime	\$8

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### Nut Milks

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almond mylk	raw almond, cinnamon, vanilla, date, sea salt & filtered water	\$8
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#### **4) Customer Satisfaction**

See facebook/yelp reviews!

“Did a 24 juice cleanse yesterday. These are top quality and oh SO GOOD!!! So happy to have a local juicery”

“It was delicious, smoothie Bowl was fantastic, fresh and light, and brought home some juices! Wish there was one in Louisville!”

#### **5) Reliability**

inBloom has served Bloomington cold-pressed goodness for over 3 years now and has consistently sold juice outside the farmer’s market each Saturday. We have shop hours 5 days a week and regularly cater events around town.

#### **6) Local Entities**

**Owned and operated in the City of Bloomington**

Owned and operated in Monroe County

Outside Monroe County: \_\_\_\_\_

#### **7) Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

#### **8) Utilize Locally Grown or Raised Products**

We solely purchase granola from the Bakehouse in Bloomington for our in-shop smoothie bowls. Our produce is sourced from Piazza Produce out of Indianapolis. Through the Piazza platform, we consistently order apples, spinach, and as much other produce that we can from local Indiana farmers. As we grow and our needs become larger, we hope an entry into the farmer’s market will allow us to build relationships and source local produce from Bloomington farmers/vendors.

#### **9) Criteria Specific to Non-Peak Season/Limited Occasion Vendors**

N/A.

**10) Previous Prepared/Processed Food and Beverage Vendors**

- I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: The Inkwell Bakery & Cafe

Name: Tracy Gates

Address: 105 North College Avenue

Phone number: 812-822-2925

Email address: inkwellbtown@gmail.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
- April (April 7 - 28)
- May – October (May 5 – October 27)
- November (November 3 - 17)
- Holiday Market (November 24)
- Interested in sharing a stall with another prepared/processed food and beverage vendor

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

*The Inkwell will offer **cold brew coffee** which we make in-house with our specially formulated blend of coffee beans that are roasted for us by Hopscotch Coffee.*

***Pastry Items: Pop Tarts, Cookies, Scones, Muffins, Granola, English Muffins and other seasonal baked goods.***

### Special Arrangements

- Water (there is limited access to water)
- Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)
- Other: \_\_\_\_\_
- Intend to Sell as a Home Based Vendor

**2) Production**

*We have a fully functioning bakery in our retail operation and a staff to fulfill production orders. And we are located on the Square...just 2 blocks away from the Market.*

**3) Price List**

<i>Cold Brew</i>	<i>\$3.50</i>	<i>Cookies</i>	<i>\$1.50</i>	<i>English Muffins</i>	<i>\$2/4 for \$7</i>
<i>Muffins</i>	<i>\$2.50</i>	<i>Granola</i>	<i>\$9/12 oz</i>		
<i>Pop Tarts</i>	<i>\$3/2 for \$5</i>	<i>Scones</i>	<i>\$3</i>	<i>Savory Tarts</i>	<i>\$4-\$5</i>

**4) Customer Satisfaction**

*At this time The Inkwell has a 5 star rating on Facebook and a similar rating on Yelp. We pride ourselves on being a good community member and always trying our best to make sure our customers have a wonderful experience.*

**5) Reliability**

*We have a staff of full and part-time employees who are eager to work. We will have a designated Farmers Market staff for each and everyone of the market dates. And we are 2 blocks from the Market location.*

**6) Local Entities**

X Owned and operated in the City of Bloomington

Owned and operated in Monroe County

Outside Monroe County: \_\_\_\_\_

**7) Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

**8) Utilize Locally Grown or Raised Products**

*We use coffee roasted by Hopscotch , jams from Dillman Farms (Monroe County) for our Pop Tart fillings as well as local corn meal for our English Muffins. Additionally we use local fruits in our scones & muffins and local honey in our granola.*

**9) Criteria Specific to Non-Peak Season/Limited Occasion Vendors**

**10) Previous Prepared/Processed Food and Beverage Vendors**

X I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: Macarons&Co

Name: Sabine Reche

Address: 686 E Hillside Drive 47401 Bloomington, IN

Phone number: 812-671-2563

Email address: [sabine.reche@hotmail.fr](mailto:sabine.reche@hotmail.fr) / [macaronsandcobakery@gmail.com](mailto:macaronsandcobakery@gmail.com)

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
- April (April 7 - 28)
- May – October (May 5 – October 27)
- November (November 3 - 17)
- Holiday Market (November 24)
- Interested in sharing a stall with another prepared/processed food and beverage vendor
- I would like to apply to sell every other week if possible.

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

French macarons ( 6-8 rotating flavors per market: chocolate, vanilla, hazelnut, caramel, banana, coffee, raspberry ...)

Hazelnut cake

Almond cake

Chouquettes (puff ball)

Eclairs (rotating flavors: vanilla, chocolate, hazelnut...)

French crêpes (buckwheat crepes, sweet crepes, sweet gluten-free crepes)

Meringues (plain, coconut, ...)

## Special Arrangements

- Water (there is limited access to water)
- Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)
- Other: \_\_\_\_\_
- Intend to Sell as a Home Based Vendor

## 2) Production

All my pastries are made in a professional kitchen.

If I am selected to be a prepared food vendor at the Summer Farmers' Market, I will have the ability to expand my production by 1,5 from what I am currently selling at the Winter Farmers' Market.

## 3) Price List

French macarons \$2

Hazelnut cake \$4

Almond cake \$4

Chouquettes (puff ball) \$0.75

Eclairs \$4.25

French crêpes \$5/bag of 3 crêpes

Meringues \$4/bag

## 4) Customer Satisfaction

I have two type of returning costumers:

- 60% are always taking the same products every week (because they loved it and don't want to change)
- 40% want to try others products or flavors (macarons and éclairs especially).

I started at the Winter Farmers' Market the second week of December which allow me to advertise my goods as a great Christmas/Holidays gift, allowing me to have several orders during the Holiday season and a good additional income during those market.

Excluding those special orders, my sales are improving by 17% (between Mid-December markets versus Mid-January markets).

**5) Reliability**

Selling at the Winter Farmers' Market is something I really love to do and don't want to miss one of them. I have shown up at every market since I have started.

**6) Local Entities**

- Owned and operated in the City of Bloomington
- Owned and operated in Monroe County
- Outside Monroe County: \_\_\_\_\_

**7) Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

**8) Utilize Locally Grown or Raised Products**

All my pastries are made using eggs from Rhodes Family Farms.

**9) Criteria Specific to Non-Peak Season/Limited Occasion Vendors**

**10) Previous Prepared/Processed Food and Beverage Vendors**

- I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: Muddy Fork Bakery

Name: Katie Zukof & Eric Schedler

Address: 4595 Earl Young Rd. Bloomington, IN 47408

Phone number: 812-624-1104

Email address: muddyfork@gmail.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
- April (April 7 - 28)
- May – October (May 5 – October 27)
- November (November 3 - 17)
- Holiday Market (November 24)
- Interested in sharing a stall with another prepared/processed food and beverage vendor

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

Muddy Fork Bakery is home to Indiana's only wood-fired, brick-oven bakery, where we make the finest sourdough and whole-grain breads and stellar pastries. We mill organic whole wheat, rye, spelt and kamut fresh for each bake on a stone mill. We make our bread in the ancient tradition—lots of water, freshly milled flour, salt, a wild leavening culture, baked directly on the wood-fired hearth. We bake our bread and pastries overnight and bring it at the peak of freshness to the farmers' market.

Our breads include: (all \$5.50)

- Sunflower whole wheat
- Sesame spelt
- Rustic sourdough
- Jewish rye
- Danish rye
- Seeded Kamut
- Whole Kamut
- Gluten-Free

- Baguettes
- Croissant loaves
- \*Focaccia (baked fresh at market!)

In addition to bread, we are also selling (\* = requiring electricity—see below)

- Scones made with seasonal fruit (\$3)
- Croissants—8 varieties:
  - Plain (\$3.25)
  - Cinnamon Swirl (\$3.25)
  - Almond (\$3.75)
  - Pretzel (\$3.75)
  - Chocolate (\$3.75)
  - \*Ham and Swiss (\$4.25)
  - \*Chard and Swiss (\$4.25)
  - Apple (\$3.75)
  - Seasonal fruit (including strawberries and cream, peaches and cream and pumpkin pie.) (\$3.75)
- \*Soft pretzels (\$2.75)
- Granola (\$5.25 for 10 oz. or \$14.25 for 2 lbs.)
- Granola bars (\$2.50 or 4 for \$8)
- Muesli (\$5.25 for 10 oz. or \$14.25 for 2 lbs.)
- Pancake Mix (\$5.50)
- Freshly-milled flour (by special order only)

**\*We have the following electrical needs:**

- Warmer (for croissants & pretzels): 3.25 amps

We have extension cords and power strips, so we need a total of 1 outlet provided by the City of Bloomington, at 120 volts

**Special Arrangements**

- Water (there is limited access to water)
- Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)
- Other: \_\_\_\_\_
- Intend to Sell as a Home Based Vendor

**2) Production**

We have demonstrated the ability to prepare and provide ample product over the past eight years. We often have product available on the busiest market days when other vendors are sold out. This is in part due to our pizza operation—we always bring more dough and toppings than we are expecting to sell and can continue to make pizzas during the lunch hour when most other vendors are sold out.

### 3) Price List

Please see above in product list.

### 4) Customer Satisfaction

Our customers are satisfied with our products. Here are a few testimonials:

*“My wife is German, and grew up down the valley from a 15<sup>th</sup> century mill, whose current owners specialize in organic, artisanal breads. This European tradition of rich, healthy breads is hard to find in the American Midwest, but we finally found it in Muddy Fork Farm. Their breads are delicious, and help one to understand how bread can be the staff of life.”* (Joseph Fitzgerald).

*“Eric, the croissant we purchased from you this morning at the winter market... absolutely world class fantastic! The delicate crisp toasted exterior, gorgeous color, and that sumptuous buttery airy layered interior, with the perfect chew.. best Bloomington has ever experienced. Bravo! Your hand churned butter and mastery of the laminating dough process, with perfect cooking, is a true delight.”* (Robert Shakespeare).

### 5) Reliability

We have demonstrated reliability during our past eight seasons as vendors at the Bloomington Community Farmers Market. In eight years, the only markets we have missed were one for each of the births of our daughters and one immediately following the fire. We have also been conscientious about paying our 10% of gross proceeds as well as our vending fee on time and have never made a late payment.

We are also conscientious about paying sales tax, which applies to beverages and hot foods, as well as payroll tax and workers’ comp for our employees.

### 6) Local Entities

- Owned and operated in the City of Bloomington
- Owned and operated in Monroe County
- Outside Monroe County: \_\_\_\_\_

### 7) Market Product Balance

As the only bakery using a wood-fired oven and freshly-milled organic whole grain flours, we fill a valuable niche in Bloomington and at the BCFM. We are also known for our croissants, which are widely praised as authentic and more well-crafted than any in the Midwest.

### **8) Utilize Locally Grown or Raised Products**

We spent a total of \$5768 last year from April to November with farm vendors at the BCFM, averaging \$160 per week. We are sure that our purchasing with BCFM farm vendors will increase if we have a second booth for the pizza and beverages.

In sourcing ingredients, our first preference is for ingredients that are both locally-grown and organic, followed by locally-grown but not organic, and if the ingredient is not available locally, we use organic ingredients of the highest quality available. We also grow some of our own ingredients (tomatoes, Swiss chard, kale, butternut squash, herbs and basil) in order to achieve the quality and freshness that we are seeking. We feel that the expense of local products is well worth the high quality of our ingredients and the support of our local farmers. The following is a list of ingredients we use and where they come from:

- Eggs are from Schacht Farm
- Butternut squash, tomatoes, kale and Swiss chard, basil and culinary herbs for were grown at Muddy Fork in 2017. We bought some tomatoes at market in the early and late season.
- Honey is from Hunter's Honey
- Pork lard is from Moon Valley Farm
- Croissant, scone & parfait fruit are all local, usually from market vendors. Peaches and apples are from Olde Lane Orchard. Strawberries are from Heartland Family Farm. Blackberries are from Ewenique Heritage Farm and blueberries are from Bray's U-pick. Raspberries are from market vendors.
- Swiss cheese for croissants is from Twilight Dairy.
- Ham for croissants is from Smokin' Goose.
- We make the almond paste for the almond croissants from scratch.
- Most other ingredients are certified organic.
- We use fair-trade cinnamon, cocoa and sugar.

### **9) Criteria Specific to Non-Peak Season/Limited Occasion Vendors**

### **10) Previous Prepared/Processed Food and Beverage Vendors**

X I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: Muddy Fork Pizza

Name: Katie Zukof & Eric Schedler

Address: 4595 Earl Young Rd. Bloomington, IN 47408

Phone number: 812-624-1104

Email address: muddyfork@gmail.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
- April (April 7 - 28)
- May – October (May 5 – October 27)
- November (November 3 - 17)
- Holiday Market (November 24)
- Interested in sharing a stall with another prepared/processed food and beverage vendor

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

Muddy Fork Pizza is a mobile pizzeria dedicated to producing the highest quality pizza, sold and consumed within minutes of baking. We mill grains for the dough on our stone mill, fresh for each market's production. We grow many of our vegetable toppings and purchase most of the rest from market vendors. All our meats and cheeses come from market vendors or farms within 100 mile radius of Bloomington. Our pizzas reflect the changing seasons and the flavors of southern Indiana.

We also prepare smoothies to order using yogurt and berries from market vendors (in warm weather), organic hot cocoa in cold weather, and offer yogurt-granola parfaits with market berries.

### MENU

- \*Pizza made on-site: (\$4.21), including
  - Breakfast (bacon & eggs)
  - Veggie (seasonal combinations such as, but not limited to):
    1. asparagus & goat cheese
    2. sweet peppers & goat cheese
    3. kale & garlic

4. poblano & garlic
  5. butternut squash, arugula & blue cheese
  6. mushroom & onions
- Italian sausage
  - Margherita (tomato, basil, mozzarella)
  - Veggie & meat (kale & bacon, sweet pepper & sausage)
  - Plain cheese

- \*Focaccia (\$5.50) - same dough as pizza, baked on-site
- \*Organic hot cocoa (spring & fall only) (\$3.04)
- \*Slow-cooked steel-cut oatmeal

And in the summer months we sell:

- Berry lemonade (made with market berries) (\$2.34)
- Yogurt-granola parfaits (with our own granola and market berries) (\$4.21)
- Overnight oatmeal (made from our toasted muesli and market berries) (\$3.73)
- \*Smoothies (made with market yogurt & berries) (\$4.91)
- \*Vegan smoothies (made with almond milk & berries) (\$4.91)

**\*We have the following electrical needs:**

- Pizza heater: 3.96 amps
- Cocoa heater (also used for oatmeal) (2): 3.33 amps each
- Blender: 13 amps (but it is not running continuously, and not in the same season as cocoa heaters)
- Pizza oven (2): each 2850 watts, 20 amp outlet—needs 208-240 volt receptacle.

We have extension cords and power strips, so we need a total of 3 outlets provided by the City of Bloomington, one at 120 volts and two at 208-220 volts.

**Special Arrangements**

- Water (there is limited access to water)
- Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)
- Other: \_\_\_\_\_
- Intend to Sell as a Home Based Vendor

**2) Production**

We have demonstrated the ability to prepare and provide ample product over the past eight years. We often have product available on the busiest market days when other vendors are sold out. Our pizza operation is especially flexible, since we are preparing the pizzas on site. We always bring more dough and toppings than we are expecting to sell and can continue to make pizzas during the lunch hour when most other vendors are sold out. Having a separate booth space for the pizza will allow us help more customers in the same amount of

time, so that we can shorten our lines. It will also allow us to operate 2 ovens and keep pace with demand so that customers do not have to wait for their pizzas to cook.

### **3) Price List**

Please see above in product list.

### **4) Customer Satisfaction**

Our customers are satisfied with our products and efficient, friendly service. Here is some feedback left by pizza customers:

Always a great experience and wonderful products at Muddy Fork Farm stand at the Farmer's Market. I stop there nearly every Saturday! (Karen Duffy)

Great blackberry lemonade. (Anita Blaker)

We are so fortunate to have your delicious, healthful stone-ground products in Bloomington. Thank you!

Delicious Pizza! (Kyle Young)

Thank you for a great bakery and great people! (Lucille Bertuccio)

### **5) Reliability**

We have demonstrated reliability during our past eight seasons as vendors at the Bloomington Community Farmers Market. In eight years, the only markets we have missed were one for each of the births of our daughters and one immediately following the fire. We have also been conscientious about paying our 10% of gross proceeds as well as our vending fee on time and have never made a late payment.

We are also conscientious about paying sales tax, which applies to beverages and hot foods, as well as payroll tax and workers' comp for our employees.

In 2017, we paid a total of \$14,766 in fees to support the BCFM (an average of \$1845 per month), a sizeable percentage of the total budget, and a figure that has increased significantly each of our 8 years vending at the market. While we have put a lot of effort into using space and staff as efficiently as we can, we are reaching the limits of what we can do in a 10' x 10' space. We are confident that with an additional booth for pizza and beverages, we would be able to generate more fees for the market.

We also feel that a \$1845 monthly rent is more than reasonable for renting two booths (and that would increase with our sales as well).

### **6) Local Entities**

Owned and operated in the City of Bloomington

X Owned and operated in Monroe County

Outside Monroe County: \_\_\_\_\_

### **7) Market Product Balance**

Currently the market has about 10 prepared food vendors, but only 2 options for savory / lunch foods. Expanding that to include a top-notch pizza booth would help market meet the demand for hearty meals. We are a low-risk option, as we have a reputation for quality and good service at the bakery booth we already occupy, and the committee can have confidence in our ability to generate better revenue for the market than most vendors, pay on time, and support our farm vendors in a significant way with our local sourcing of ingredients.

### **8) Utilize Locally Grown or Raised Products**

We spent a total of \$5,768 last year from April to November with farm vendors at the BCFM, averaging \$160 per week. While some of those ingredients are used in our pastry production, we estimate at least half were used in pizza and beverage production. We are sure that our purchasing with BCFM farm vendors will increase if we have a second booth for the pizza and beverages.

In sourcing ingredients, our first preference is for ingredients that are both locally-grown and organic, followed by locally-grown but not organic, and if the ingredient is not available locally, we use organic ingredients of the highest quality available. We also grow some of our own ingredients (tomatoes, Swiss chard, kale, butternut squash, herbs and basil) in order to achieve the quality and freshness that we are seeking. We feel that the expense of local products is well worth the high quality of our ingredients and the support of our local farmers. The following is a list of ingredients we use and where they come from:

- Eggs are from Schacht Farm
- Butternut squash, tomatoes, kale, Swiss chard, basil, and culinary herbs were grown at Muddy Fork in 2017. We bought some tomatoes at market in the early and late season.
- Smoothie, lemonade & parfait fruit are all local, usually from market vendors. Peaches and apples are from Olde Lane Orchard. Strawberries are from Heartland Family Farm. Blackberries are from Ewenique Heritage Farm and blueberries are from Bray's U-pick. Raspberries are from Mark Eskew and Raber's Family Farm.
- Swiss cheese & yogurt is from Twilight Dairy.
- Mozzarella cheese for pizza is from Ludwig Farmstead Creamery (in IL, but within 100 mile radius)
- Goat cheese is from Risin' Creek
- Bacon and Italian sausage is from Schacht Farm.
- Other vegetables for pizza (peppers, broccoli, cauliflower) are from a variety of market vendors including Heartland Family Farm, Living Roots, Stranger's Hill, Earthsong Farm and Hart Farm. We make the sauce from scratch using our own herbs and we use market garlic and onions when they are in season.

### **9) Criteria Specific to Non-Peak Season/Limited Occasion Vendor**

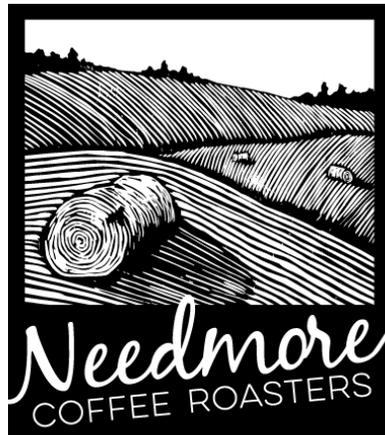
#### **10) Previous Prepared/Processed Food and Beverage Vendors**

X I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.



# Bloomington Farmers' Market

## Prepared Food Vending Stall Proposal



## Introduction

It is my goal to be an amazing coffee vendor at the Summer Bloomington Farmers' Market. As a child I attended the farmers' market when it was located on 6<sup>th</sup> Street and Lincoln. I have fond memories of being a part of the market community, seeing my friends there, my parents allowing me to hand money to the farmers when we were buying produce, and watching Mitch and Eileen Rice perform and sing songs. Every other farmers' market I've been to, I compare to our Bloomington market I grew-up with. Now that I'm back in Bloomington and have opened a coffee shop and small-batch roastery on the East side of town, I would love the opportunity to be a part of the market community that had such a big impact on me as a child by providing market-goer's with amazing coffee and educating them on where coffee comes from and who the farmers are that grow it.

## General Information

### Contact Information

Needmore Coffee Roasters

Katie Mysliwicz, *Owner*

104 N Pete Ellis Dr., Unit E, Bloomington, IN 47408

(812) 727-0204

info@needmoreroasters.com

### Days and Hours of Operation

- Tuesdays from 4-7 p.m. (June 5- September 25)
  - April (April 7 - 28)
  - May – October (May 5 – October 27)
  - November (November 3 - 17)
  - Holiday Market (November 24)
  - Interested in sharing a stall with another prepared/processed food and beverage vendor
-

## Prepared Beverage Offerings/Variety/Creativity/Taste

All of our coffee is Certified Organic, 100% Arabica, and roasted fresh here in Bloomington, IN by the owner of Needmore Coffee Roasters, Katie Mysliwiec. We offer one specialty blend created by Needmore Coffee Roasters, as well as rotating single-origin coffees from the finest small-scale farmers around the world. All of our coffees are either Relationship Direct Trade, where we have communication with the farmers, or are Fair Trade Certified™.

### Menu Items

#### 1. Pour-Over Brewed Coffee

12 oz. cup, brewed in bulk by hand on-site, using the pour-over brew method.

\*Electricity needed to power grinder so brewed coffee is ground fresh.

#### 2. Cold Brew Coffee

16 oz. cup with ice, paper straw, Cowles Bog Blend coffee brewed by hand at Needmore Coffee, steeped for 24 hours in filtered Bloomington City water. Certified organic and Fair Trade Certified™. This product is 60% less acidic than regular hot brewed coffee and doesn't have that "coffee bitterness."

#### 3. Bagged Coffee

Certified Organic, 12 oz. bag (compostable), roasted fresh, small-batch. Whole bean, ground upon request. Each bag contains roast date, tasting notes, altitude grown, tree type(s), processing method, farmer or co-op name, and story.

\*Electricity needed to power grinder for people who want their bag of coffee ground.

#### 4. Aero-Press Brewed Coffee

12 oz. cups brewed to order. This brew method provides rich coffee flavor with less bitterness and much lower acidity than traditional brew methods.

**Condiments available:** local honey purchased at the farmers' market, sugar, simple syrup, truvia, organic half & half.

### Coffee Offerings and Descriptions

All coffees are certified Organic. Coffees rotate depending on harvest schedules.

Coffee Origin/Name	Source Type	Roast	Tasting Notes
El Salvador, Santa Josefita	Relationship Direct Trade	Light	Sweet, dry, raspberry
Honduras, 18 Rabbit	Relationship Direct Trade	Light	Maple, green apple, caramel, honey
Mexico, Chiapas	Fair Trade Certified™	Medium	Nutty, molasses, baker's chocolate
Nicaragua, Sergovia	Fair Trade Certified™	Dark	Plum, caramel chocolate malt
Cowles Bog Blend	Fair Trade Certified™	Blend	Roasty, baker's chocolate, hazelnut
Mexico Water Decaf	Fair Trade Certified™	Medium	Nutty, toffee, milk chocolate
Bourbon Barrel Aged ** From the Reserve **	Fair Trade Certified™	Dark	Aged a minimum of 3 months in a Featherbone bourbon barrel from Journeyman Distillery, Three Oaks, MI

## Special Arrangements

- Water
- Electricity: 120 Volt AC with one 20-amp circuit
- Other
- Intend to Sell as a Home Based Vendor

## Production

Preparing enough coffee and being able to brew and serve customers at the Summer Bloomington Farmers' Market is not a problem. In the past I was a successful vendor at Chesterton's European Market in Chesterton, Indiana, the largest farmers' market in Northwest Indiana. As the only coffee and warm beverage vendor with a substantially larger menu, I was able to meet all of the market-goer's needs. Now located in Bloomington, I have the ability to roast and provide more than enough coffee to serve Market customers in Bloomington. Staffing the booth at the farmers' market will not be an issue as I already have plenty of staff for my shop and have the ability to hire more staff if needed.

## Price List

- |                                    |  |
|------------------------------------|--|
| 1. <b>Pour-Over Brewed Coffee</b>  | \$3.00   |
| 2. <b>Cold Brew Coffee</b>         | \$3.75   |
| 3. <b>Bagged Coffee</b>            | \$15 to \$16 (receive a free cup of coffee with purchase of a bag) |
| 4. <b>Aero-Press Brewed Coffee</b> | \$3.50   |

## Customer Satisfaction

Customer service and product quality go hand-in-hand and I strive for the highest in both categories. My staff and I provide wonderful customer service from greetings, to answering questions, to providing information/education, to making asking questions and making product suggestions. Presentation is also extremely important. We will have our products displayed in a tasteful and welcoming manner as well as have an easy to read menu.

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## Reliability

Having run a booth at the largest market in Northwest Indiana has set me up to transition into running a successful booth at the Bloomington Farmers' Market. I also now have more staff members currently at my shop, all of whom I trust to work the booth at the Farmers' Market. I also have a budget to ensure I have all supplies, and ability to replace supplies that are needed to have a successful booth.

## Local Entities

- Owned and operated in the City of Bloomington
- Owned and operated in Monroe County

## Utilize Locally Grown or Raised Products

All of our coffee is roasted at Needmore Coffee Roasters here in beautiful Bloomington, Indiana. The process of roasting coffee here is as local as coffee can get since the United States doesn't have the altitude and climate to grow harvestable coffee. However, we want our customers to know about the farmers who grew their coffee so we offer that information on the back of each bag and verbally tell our customers about the farmers, their story, and the way they process their coffee.

## Criteria Specific to Non-Peak Season/Limited Occasion Vendors

Does not apply.

## Previous Vendor

In 2016 I was a vendor at the Tuesday Bloomington Farmers' Market, never at the summer market, though.

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## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: OoeyGoeyRolls

Name: Kathleen and David Chilcote

Address: 1772 Bryson Lane Nashville, IN 47448

Phone number: 239-269-2187

Email address: kathleenchilcote@gmail.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
- April (April 7 - 28)
- May – October (May 5 – October 27)
- November (November 3 - 17)
- Holiday Market (November 24)
- Interested in sharing a stall with another prepared/processed food and beverage vendor

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

**Fresh baked cinnamon rolls with 20 varieties such as: caramel apple, peach cobbler, mixed berry etc...**

**Also specialty breads and muffins such as: Zucchini, Banana Nut, Pumpkin, Cranberry etc....**

**This year we possibly will be adding some made from scratch doughnuts as well.**

### Special Arrangements

- Water (there is limited access to water)
- Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)
- Other: \_\_\_\_\_

Intend to Sell as a Home Based Vendor

## **2) Production**

**Production is made from scratch in our home and packaged.**

## **3) Price List**

**Original Cinnamon Roll \$4.00 ea. Variety Cinnamon Roll \$5.00 ea. Breads \$3.00 ea. Muffins \$2.50 ea. Doughnuts \$2.50 ea.**

## **4) Customer Satisfaction**

**We take pride in our customer service and building relationships with our clients to better serve them and to know their likes and dislikes. We have a 5 star rating on our Facebook page and have numerous testimonials as to the satisfaction of our customers.**

## **5) Reliability**

**We have developed quite the following of customers at the Bloomington Market and strive to always be there as they expect. We want our customers to know they can count on us. We missed 1 day out of last year's market due to high wind advisory and picked up any additional days that came available to us.**

## **6) Local Entities**

Owned and operated in the City of Bloomington

Owned and operated in Monroe County

Outside Monroe County: owned and operated out of Brown County

## **7) Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

## **8) Utilize Locally Grown or Raised Products**

We try to use local products whenever they become available such as fruits, eggs etc... Our product is mostly made of flour and butter.

**9) Criteria Specific to Non-Peak Season/Limited Occasion Vendors**

**10) Previous Prepared/Processed Food and Beverage Vendors**

X I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: P3: Polifroni Pies and Pizzas

Name: Brittany Polifroni

Address: 659 Washington Ave, Terre Haute, IN 47802

Phone number: (812)243-6473

Email address: brittanypolifroni@gmail.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

Tuesdays from 4-7 p.m. (June 5- September 25)

April (April 7 - 28)

May – October (May 5 – October 27)

November (November 3 - 17)

Holiday Market (November 24)

Interested in sharing a stall with another prepared/processed food and beverage vendor

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

**Bread (baguette, croissants, bagels, loaves, pretzel twists, artisan), Pies (seasonal pie of the week, mini pecan pies, seasonal pie pops), Cinnamon Rolls, Chocolate Cherry Blondies, Mini Bundt Cakes, S'mores Pie Sandwiches, White Chocolate Macadamia Nut Butter Cookies, Vegan Chocolate Chip Cookie Sandwiches, Mini Donut Packages, Homemade Pop-Tarts, Blueberry or Banana Muffins**

### Special Arrangements

Water (there is limited access to water)

Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)

Other: \_\_\_\_\_

Intend to Sell as a Home Based Vendor

- 2) **Production: Over 5 years' experience of farmer's market vending, as well as supplying high-demand wholesale orders. Certified ServSafe. Able to provide high-quality, high-quantity products to fulfill the consumer's needs.**
- 3) **Price List: Breads \$6-\$10, Pie Pops \$3, Mini Pecan Pies \$6, Cinnamon Rolls \$3, Blondies \$ 5 a pack, Mini Donuts \$4-5, Poptarts \$3, Bagels \$10 a pack, Muffins \$3, Cookies \$3 for a large cookie**
- 4) **Customer Satisfaction: Positive reviews over 5 years. High demand and sell-outs at previous markets and wholesale accounts. Customer satisfaction, because P3 is able to talk to them about their dietary needs and allergy and find a product to fit their specific needs.**
- 5) **Reliability: Great communication. Have only missed a few markets due to travels and such, but that is with prior knowledge and consent from market officials. No last minute cancellations or late. Always punctual and set up early.**

**6) Local Entities**

- Owned and operated in the City of Bloomington
- Owned and operated in Monroe County
- Outside Monroe County: Vigo County

**7) Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

**8) Utilize Locally Grown or Raised Products: Each week P3 purchases a local fruit to feature in the Pie of the Week and/or a Pie Pop**

**9) Criteria Specific to Non-Peak Season/Limited Occasion Vendors: P3 fills a need for individuals looking for a diverse market of gluten-free/dairy-free/vegan baked good options.**

**10) Previous Prepared/Processed Food and Beverage Vendors**

- I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: Pie First Bakery

Name: Louise Miracle

Phone number: 737 N. County Line Road East, Gosport, IN 47433

Email address: piefirstbakery@hotmail.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
- April (April 7 - 28)
- May – October (May 5 – October 27)
- November (November 3 - 17)
- Holiday Market (November 24)

X Interested in sharing a stall with another prepared/processed food and beverage vendor

Pie First Bakery is requesting an individual stall each Market, sharing the stall space on an alternating week basis with another vendor. As I've done the past 3 years, I'd like to have an every-other-week schedule. And as with the previous 3 years, I do search and rescue for a week at the Grand Canyon, and as it turns out, I'll be leaving for Phoenix May 6 and gone through May 12 – so, if possible, I'd like to have my first Saturday start Saturday May 5, 2018. Thanks so much!

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

Made-from-scratch doughs and batters for PIES, TARTS, QUICHE, MUFFINS, SCONES, COOKIES,  
CINNAMON ROLLS, SWEETIE PIES, DOUGHNUTS, CAKES

Pie First Bakery is interested in offering a variety of delicious baked goods (see above), including both sweet and savory products, along with gluten-free ingredients baked goods and vegan choices. While we have an extensive array of each, each week at the Market will feature a selected menu of the savory and sweet items. Pie First Bakery is dedicated to the idea of providing quality baked goods from our Certified Food Kitchen

Our **scones** are based on an authentic English recipe, thus providing moist and tasty scones rather than many others' dry and cakey versions. Through the years we've accumulated quite a number of customers from the British Isles who visit the Market specifically for our scones. Examples include cranberry-walnut, apricot-almond, English afternoon scones, and cheddar-herb.

Pie First Bakery's **cookies** are jumbo, and at each Market we feature two or three kinds (e.g., chocolate chunk and walnut, double-chocolate espresso, molasses, white chocolate with macadamia nuts, and peanut butter).

Without exaggeration, our **cinnamon rolls** have been described as "the best in this area" by many satisfied customers. Several of our customers buy our cinnamon rolls a half-dozen at a time to freeze. Each cinnamon roll is big enough for a small army and a high premium is paid to their extra-goopy, billowy taste and texture.

**Sweetie Pies** are one of our customers' favorite items. These are small, individual hand-pies with a flakey, almost puff-pastry crust. Examples include cherry with cream-cheese filling, blueberry, and chocolate with nut filling, to name a few.

This coming Market season, Pie First Bakery plans on providing a baked item that has consistently been requested through the years by many customers: **apple fritters**. After much "product development" (for which our family and friends are grateful!), we have settled upon the quintessential apple fritter made of yeast dough and amply filled with apples and cinnamon. It should be a real crowd pleaser!

Each Market Pie First Bakery offers 1 to 2 types of **4-inch quiche**, such as Jarlsberg with sun-dried tomatoes, or feta cheese with spinach and herbs.

**Gluten-free ingredients items** are produced on a special time frame so there is minimal risk of contamination, even though Pie First Bakery is considered a "shared kitchen" with other gluten-related ingredients.

Pie First Bakery provides numerous **vegan choices** for each Market, and will provide items on special order or request.

## **Price List**

PIES: \$24.00 for a 9-inch pie, including a real metal pie pan

(some special order pies are \$26.00)

TARTS: \$5.00 for 4-inch tarts

COOKIES: \$2.50 per jumbo cookie

MUFFINS: \$4.00 per jumbo muffin

QUICHE: \$5.50 per individual 4-inch quiche

CINNAMON ROLLS: \$5.00 per jumbo roll

SCONES: \$3.00 per scone

SWEETIE PIES: \$3.50 each

APPLE FRITTER/DOUGHNUTS: \$4.00 per doughnut or fritter

CAKES are a special order item with various prices, from \$27.00 - \$50.00

PIES are presented in individual white bakery boxes; TARTS, QUICHE and CINNAMON ROLLS are presented in clear clam-shell packaging; MUFFINS, COOKIES, SCONES and DOUGHNUTS are presented in white bakery sacks; SWEETIE PIES are provided in waxed-paper bags; CAKES are special order and presented in white bakery boxes.

### **3) Customer Satisfaction**

To Pie First Bakery, customer satisfaction is probably the most critical element and can only be achieved by providing quality goods at competitive prices. We enjoy making individual connections with our customers, and as a consequence, we have quite a loyal following who make special orders for pick-up at each Market. We make it a priority to know "regulars" and their preferences. We are continually gratified by customers who routinely tell us they very much appreciate being able to find our baked goods at the Market. We have customers who regularly come to our booth from Indianapolis, Columbus and Terre Haute.

We are often asked if we have a store-front (which we don't), and each week at least one customer asks if we provide classes (not yet!).

### **4) Reliability**

As mentioned above, we at Pie First Bakery enjoy meeting and interacting with our customers, with an honest commitment to provide the very best possible products and service. If someone special orders an

item for pick-up at the Market, we make contact with them by phone to make sure we understand their order, and then follow that up with a confirmation email. Reliability involves providing consistently high-quality baked goods in a friendly and helpful manner. Pie First Bakery also employs a booth-helper on Market days so that service to our customers is timely and helpful.

Also related to reliability is the fact that Pie First Bakery provides pies and other desserts to a number of local restaurants, such as the Bloomington Country Club, Bloomington Tea, and Heritage Café. In addition, through the 6 years Pie First Bakery has been in existence, we have catered over 30 pie-centered weddings, showers, and parties.

**5) Local Entities**

- Owned and operated in the City of Bloomington
- Owned and operated in Monroe County

Outside Monroe County: \_\_\_\_\_

Pie First Bakery is owned and operated by Louise and Rick Miracle, with the Certified Food Kitchen in a separate building on their property in Owen County. As mentioned elsewhere, Pie First Bakery is registered as a Certified Food Kitchen through both Monroe and Owen Counties' Boards of Health.

**6) Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

**7) Utilize Locally Grown or Raised Products**

Pie First Bakery uses our own (beautiful!) chickens' eggs, along with jams and jellies we prepare specifically for several of our baked goods (e.g., roasted apple with apricot glaze). We also use rhubarb from our rhubarb patch along with herbs from our garden.

**8) Criteria Specific to Non-Peak Season/Limited Occasion Vendors**

In filling out this application, we weren't sure what was required for this portion. Please let us know if there is information specific to Pie First Bakery that you require.

**9) Previous Prepared/Processed Food and Beverage Vendors**

X I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: The Pourhouse Café

Name: Lyne Brown

Address: 314 E Kirkwood Ave Bloomington IN 47408

Phone number: 812-339-7000

Email address: manager.pourhouse@gmail.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
- April (April 7 - 28)
- May – October (May 5 – October 27)
- November (November 3 - 17)
- Holiday Market (November 24)
- Interested in sharing a stall with another prepared/processed food and beverage vendor

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

**Cold Brew Coffee – our coffee beans are from Brown County Coffee Roaster**

**Edible Cookie Dough – made in house by our staff**

**Hot Coffee during cooler months – Brown County Coffee Roaster**

### Special Arrangements

- Water (there is limited access to water)
- Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)
- Other: \_\_\_\_\_
- Intend to Sell as a Home Based Vendor

**2) Production**

**We are a popular local coffee shop with daily high foot traffic volume. Many of our items are made in house.**

**3) Price List**

**The Cold Brew and Cookie Dough are new in house products we are launching in February so prices are not finalized.**

**Cold brew coffee – approximated \$3.50**

**Edible Cookie Dough – approximately \$2.95**

**Hot Coffee – 2.25**

**4) Customer Satisfaction**

**We are one of the most popular coffee shops in Bloomington with great reviews on social media and evidenced by our customer volume.**

**5) Reliability**

**We have been in business for ten years in the same location on Kirkwood Ave.**

**6) Local Entities**

Owned and operated in the City of Bloomington

Owned and operated in Monroe County

Outside Monroe County: \_\_\_\_\_

**7) Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

**8) Utilize Locally Grown or Raised Products**

N/A

**9) Criteria Specific to Non-Peak Season/Limited Occasion Vendors**

**10) Previous Prepared/Processed Food and Beverage Vendors**

- I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.

**Our Sweet Stuff**

**Brioche**



\$3.50-\$3.75

Indiana sales tax of 7% included in the prices

- Brioche (no filling)
- Brioche w/ Chocolate
- Brioche w/ sharp Cheddar
- Bear Claws w/ almond filling
- Bear Claws w/ pistachio
- Fruit/cream cheese
- Brioche almond/cherries snails
- Brioche pistachio/choc chip snails
- Brioche cinnamon rolls w/ raisins & pecans
- Brioche w/ Nutella
- Brioche w/ cheddar cheese

**Large Yeast Doughnut (\$3.50)**



- Daisy-shaped with vanilla or chocolate glaze
- w/ cinnamon/sugar

- vanilla/pomegranate/coconut glaze and shredded coconut
- Red velvet w/ marshmallow glaze
- vanilla glaze & dried cranberries/sugar
- vanilla/orange glaze & chopped pistachios
- Nutella glaze w/ hazelnuts
- vanilla lime/coconut
- lemon glaze/blueberries

**Babka**



\$3.50

- Babka w/ chocolate shavings, cocoa powder, espresso & almond crumbs
- Chocolate chip twist
- Date/raisin/walnut twist

**Sweet Rolls**



\$3.50-\$3.75

- Cinnamon/sugar (no nuts)
- Cinnamon/sugar (walnuts)
- Roll w/ almond filling
- Sticky caramel bun w/ pecans
- Sticky caramel bun w/ apples
- Nutella/hazelnut
- Sweet potato roll w/ cream cheese/blueberries

**Our Savory**



**Kolache**  
\$4.25-\$4.75 (Salmon)

- #1 Soy chorizo w/ goat chz
- #2 Soy chorizo w/ mozzarella
- #10 Scotch egg
- #11 Cuban pork, ham, Swiss
- #12 Pork carnitas w/ egg
- #19 Chicken Thai curry w/ egg
- #20 Smoked salmon w/ cream cheese spread
- #23 Pulled Pork, chipotle BBQ sauce
- #24 Chicken asado w/ egg
- #25 Maple sausage, egg & chz
- #26 Turkey sausage, egg & chz
- #27 Pork hoisin



**Focaccia rolls**  
\$5.25-5.50

- Florentine roll (spinach, pine nuts, feta, Asiago, mozzarella, Parmesan) *vegetarian*
- Soy chorizo, onions, egg, Jalapeno/bell peppers, tomatoes, eggs *vegetarian*
- Triple-Meat (Sausage, ham, bacon, mozzarella, dried tomatoes, onions) honey (opt)
- Muffuletta ( ham, salami, provolone & mozzarella & olive salad)
- Moroccan-inspired focaccia roll – ground turkey, tomatoes, onions, bell, ras-al-hanout & harissa, lemon



● Biscuits & Sausage Gravy  
\$7.00 full  
\$4.00 ½ order



**Pandesal (Philippine Breakfast Bread), or sweet bread bun**  
\$6.50

- Ham, Cheddar Cheese & Egg
- Pepper or Plain Bacon, Cheddar Cheese & Egg
- Jalapeno Beef sausage w/ bell peppers & onions
- Chicken feta/spinach sausage w/ bell peppers/onions
- Pulled pork with chipotle sauce



## Prepared/Processed Food Vending Stall PROPOSAL FORM

### General Information

Business Name: Sweet Claire LLC

Name: Nelia J. Hostetter

Address: 4840 W. Carmichael Ln, Spencer, IN 47460

Phone number: 805-312-2849

Email address: sweetclairebakery@yahoo.com

### Days and Hours of Operation

Please indicate months interested in selling and if you're willing to share a stall:

- Tuesdays from 4-7 p.m. (June 5- September 25)
- April (April 7 - 28)
- May – October (May 5 – October 27)
- November (November 3 - 17)
- Holiday Market (November 24)
- Interested in sharing a stall with another prepared/processed food and beverage vendor

### 1) Prepared/Processed Food & Beverage Offerings/Variety/Creativity/Taste

**See attached production list.**

**Nel Hostetter brings ideas from her travels, test them and then craft the products sold at the market. Our loyal customers are known to ask frequently if we had anything new to sell. They are also our inspiration for some our baked goods as they request items they miss from their countries of origin. We test our recipes many times before new products are introduced and sold at the market. We also use production/baking methods learned at a New York culinary school that allow us to produce pastries/baked goods that are consistent in taste, appearance and quality regardless of batch size.**

### Special Arrangements

- Water (there is limited access to water)
- Electricity (Detailed information should be noted by the menu item. There is limited access to electricity)

Toaster oven for pandesal sandwiches (1200 watt)

Soup kettle for our sausage gravy (less than 800 watt)

Small microwave oven to heat our pastries (800-watt)

Other: \_\_\_\_\_

Intend to Sell as a Home Based Vendor

**2) Production. We have a standalone commercial kitchen in Spencer that houses several commercial baking/cooking equipment. The space is inspected by the Owen County Health Department. Each year, we try to improve our production process with food safety and product quality in mind.**

**Except for our pandesal sandwiches (a very small portion of our offering), we produce items that are truly “ready-to-eat” and do not require any preparation at the booth. This quick transfer minimizes the amount of time our customers are in line.**

**3) Price List (see attached product list with prices)**

**4) Customer Satisfaction. The ultimate feedback we get each year is that we sell every last one of our baked goods every Saturday.**

**Besides a large number of loyal customers who come back every year, we hear from new customers, especially IU students, that they heard about us through other people.**

**5) Reliability. We have been selling at the Bloomington Farmers’ Market since 2010 and we always show up on time, pay on time and continuously offer quality products that are enjoyed by our customers.**

**6) Local Entities**

Owned and operated in the City of Bloomington

Owned and operated in Monroe County

Outside Monroe County: Spencer, IN (Owen County)

**7) Market Product Balance**

The Board of Park Commissioner with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

**8) Utilize Locally Grown or Raised Products. We buy our eggs from Hilltop Eggs, Worthington IN and our meats from Rice Meats (Spencer, IN).**

**9) Criteria Specific to Non-Peak Season/Limited Occasion Vendors**

**10) Previous Prepared/Processed Food and Beverage Vendors**

X I am a returning Prepared/Processed Food and Beverage Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.

## **2017 Environmental Resources Advisory Council Annual Report**

### **2017 Initiatives and Topics of Interest**

- Switchyard Park
- Trail Updates
- IU Health Construction

#### **Integrated Pest Management Plan**

ERAC members were regularly updated on the new IPM plan throughout the year. Staff trainings took place early in the year to certify chemical applicators, increasing the number on staff who are certified to nine. The IPM plan addresses both indoor and outdoor facilities and utilizes preventative management versus treatment whenever possible.

Monitoring the plan and updating with needed revisions was part of the first year of implementation. ERAC members reviewed suggested revisions that streamlined the process and corrected details. They provided valuable feedback that helped shape the updated plan including details for signage and the addition of monitoring requirements to the plan.

#### **Trail Updates**

ERAC members stayed updated on trail projects and plans for the future. The Adopt-a-Trail program continued to be an effective volunteer effort. With volunteer help, miles of trails were monitored monthly and annual service days helped with maintenance.

Upcoming trail projects were discussed, including extensions of the B-Line Trail, Cascades Trail and Jackson Creek Trail. Monroe County Parks and Recreation efforts that would connect areas south of Church Lane to Bloomington Parks and Recreation trails were also reviewed. Trail connections and development will continue to be discussed with ERAC members as BPR works on Bicentennial projects where trails are a central focus.

#### **Griffy Lake Deer Management**

ERAC members continued to be an important part of the review of the Griffy Lake deer management plans. They were updated on data collected on the property and helped with the evaluation of the data. Data collected at Griffy Lake Nature Preserve was compared to data collected at similar sites at Morgan Monroe State Forest and Brown County State Park. Sites were surveyed and results revealed fewer flowering and overall smaller plants at Griffy than at sites with hunting. Encouragingly, exclosure data and data from Brown County State Park indicate native plants can rebound from seed banks after deer pressure is reduced.

The advisory council remained supportive of the department's pursuit of a deer cull and wrote a letter of support for a deer cull to the Park Board in July 2017.

A recommendation to contract with White Buffalo to conduct a cull was presented to and approved by the park board in August and was conducted over the winter.

ERAC members will stay updated on the impacts of the cull and support continued monitoring and evaluation of the effects on vegetation.

#### **Switchyard Park**

ERAC members were kept updated on progress of the Switchyard Park plans. Early renderings of the plan and details of amenities were reviewed and later updated further in the design phase. ERAC members were especially interested in details of remediation of the site and addition of naturalization features, such as daylighting of stream sections. Discussion included the remediation work plan that details the amount of clean soil coverage over coal ash/cinder soils that will be required, and the location of "hot spots" (areas where sampling revealed higher than State allowed levels of contamination) that will be excavated, removed, and disposed of at

a regulated special waste landfill. Members will continue to be updated on the progress of this park and will hold one of their regular meetings at the site in 2018 during construction.

### **Goat Farm Prairie Planting**

ERAC members were integral in the planning of the prairie planting at the Goat Farm property. In the early stages, they shared their support of the project with the Mayor. As the project progressed, members reviewed details of the site preparation plan, including the use of glyphosate to treat existing vegetation before the prairie planting. They also provided resources for assistance with maintenance plans such as controlled burns to maintain the prairie once it is established. Their suggestions of public education and interpretive signage have been added to the plans for community outreach as well. The project is funded by US Fish and Wildlife and DNR. US Fish and Wildlife is contributing \$2,500 for seed and herbicide and DNR is contributing \$2,000. The property was sprayed with herbicide in February, then mowed and sprayed again when the weeds came up. Seeds will be planted with a seed drill once the ground is frozen. Spot treatment, monitoring and periodic mowing will help manage the site. Use of controlled burns in the future would help maintain the prairie. ERAC will continue to be involved as this prairie develops and will review maintenance plans and help with public education and support of the prairie and its maintenance needs.

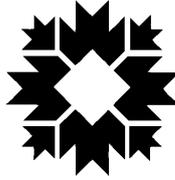
### **Wapehani Project**

Wapehani Mountain Bike Park was discussed regularly in ERAC meetings. Members were updated on construction of trails to reconnect the loop trail after a section was lost due to a land purchase for the I-69 project. An elevated trail was built by installing a culvert and causeway at the west end of the lake. The soft surface trail will be maintained with stone over time. A seasonal trail specialist worked to maintain all of the trails and technical features of the park throughout the season.

Other discussions included the ongoing work with Utilities to address the hazard rating of the dam on the property. Options for the dam, owned by the Utilities department, were studied and it was decided to breach the dam to eliminate the hazard. Throughout the year, members were updated on the plan progress. The plan involves creating a v-shaped notch in the dam to drain the lake. It will be terraced to meet and recreate the stream channel. The trail will be rerouted to get riders across the stream channel and back onto the existing trail. The lake bottom will be left in place. Invasive species will be treated before the new plantings are seeded. The plan details the seeds and plugs that will be used on the lake bed and surrounding areas. Members reviewed the plan details and provided valuable comments and suggestions about the plant species and process. Members will continue to be updated as the project begins in the spring of 2018.

### **Outreach**

Regular updates were given by staff on education and outreach in within BPR and the community such as Naturalist at Market and Nature Day programs. Information on partner programs such as Bug Fest and Sustaining Nature and Your Land Day was also shared. ERAC members participated in BPR programs, working as volunteers for Nature Days and coordinating student participation as volunteers. They also worked on their own outreach programs such as water monitoring and citizen science efforts that benefit and provide information to BPR.



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

**STAFF REPORT**

Agenda Item: D-1  
Date: 2/22/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dave Williams, Operations Division Director  
**DATE:** February 22, 2018  
**SUBJECT:** Switchyard Park logo and Bid Document Schedule

**Background**

Logo:

The Department contract the design services of RLR Associates for the design of the Switchyard Park logo. The logo was designed to brand the new park. The complete logo has two parts, the "symbol" composed of the "S" marker and "type" wordmark (Switchyard Park Bloomington Indiana).

The "S" relates to the former roundhouse turntable, the negative space through the "S" to the former railroad tracks, and the green stripe to the B-Line Trail that bisects and extends through the park.

Bid Document Schedule:

The bid documents for the Switchyard Park project will be available Monday, March 5, 2018. A Pre-Bid meeting will be held on Monday, March 19<sup>th</sup> at 10am at the Baugh Building (1611 S. Rogers St, Bloomington). Attendance at the pre-bid meeting is mandatory for general contractors wishing to bid the project. Sealed bids are due to the Parks and Recreation main office (401 N. Morton, Suite 250) on or before 2:00pm on Tuesday, April 3, 2018. Bid award will occur at the April 24<sup>th</sup> Board of Park Commissioners meeting.

**RESPECTFULLY SUBMITTED,**

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Dave Williams, Operations Division Director



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

**STAFF REPORT**

Agenda Item: D-2  
Date: 2/22/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erik Pearson-Program/Facility Coordinator  
**DATE:** February 21, 2018  
**SUBJECT:** Community Foundation Grant Award

**Recommendation**

Staff are pleased to announce that we have been awarded \$45,000 through the Community Impact Grant Initiative by way of the Community Foundation to be used to purchase a new mini-bus for the Banneker Community Center.

**Background**

Representatives from Banneker submitted a grant application in October for the opportunity to receive funding to purchase a 14-passenger mini-bus. We were notified in January we had received the full amount of this request. The purchase of this vehicle will be made prior to the start of the Banneker Camp summer program. This vehicle will not require a CDL and will be used to increase the transportation radius from 1.5 miles to 3.5 miles surrounding Banneker as it relates to summer, teen, and after school programming. It will be purchased through a NR grant line with direct reimbursement taking place the week of the vehicle purchase.

**RESPECTFULLY SUBMITTED,**

*Erik Pearson*

Erik Pearson  
Program/Facility Coordinator



CITY OF BLOOMINGTON  
parks and recreation

**STAFF REPORT**

Agenda Item: D-4  
Date: 2/27/18

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Julie Ramey, Community Relations Manager  
**DATE:** February 27, 2017  
**SUBJECT:** **BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
RECEIVES AWARDS OF EXCELLENCE FROM INDIANA PARK AND  
RECREATION ASSOCIATION**

**Recommendation**

The Parks and Recreation Department is honored to accept the following awards.

**Background**

The Indiana Park and Recreation Association, at their annual conference in Fort Wayne January 31, presented the Bloomington Parks and Recreation Department with the Clark Ketchum Conservation Award for the Goat Farm Prairie Project.

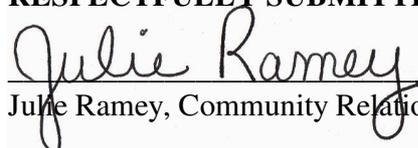
The Clark Ketchum Conservation Award recognizes a park and recreation agency that has achieved excellence in conservation stewardship.

The Goat Farm Prairie Project involves converting a five-acre field of fescue at the "Goat Farm" into a prairie with native grasses and wildflowers.

IPRA also presented property management company CFC Properties with their 2017 Corporate Partner of the Year award. CFC Properties was nominated for the honor by the Bloomington Parks and Recreation Department.

CFC Properties has been a partner and supporter of the Department for the past 20 years. They are annual sponsors of the Performing Arts Series, have helped provide free health screenings to children at the Children's Expo, and are superb neighbors to the Bloomington Community Farmers' Market. CFC Properties President Jim Murphy has served on the Board of the Bloomington Parks Foundation, and has supported numerous Foundation projects including the Olcott Scholarship Fund and the Downtown Square Tree Campaign.

**RESPECTFULLY SUBMITTED,**

  
Julie Ramey, Community Relations Manager