



**CITY OF BLOOMINGTON
parks and recreation**

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, September 19, 2017 4:00pm – 5:30pm
Morton

Council Chambers
401 North

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of August 22, 2017
- A-2. Approval of Claims Submitted August 23, 2017 – September 15, 2017
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Public Comment Period -
 - B-2. Bravo Award -
 - B-3. Parks Partner Award -
 - B-4. Staff Introductions -
- Mark Marotz, Operations Superintendent
Hannah Brock, Community Events Specialist
Sarah Owen, Community Relations Coordinator
Kiran Singh, SPEA Intern

C. OTHER BUSINESS

- C-1. Review/Approval of 2018 General Fund Budget (Paula McDevitt)
- C-2. Review/Approval of Holiday Market artist fee in 2017 Price Schedule (Crystal Ritter)
- C-3. Review/Approval of contract with STR Building Resources for facility roofing projects (Dave Williams)
- C-4. Review/Approval of contract with Interpretive Ideas for Peoples Park signage (Dave Williams)
- C-5. Review/Approval of partnership agreement for Bloomington Pumpkin Launch (Leslie Brinson)
- C-6. Review/Approval of contract for Holiday Market carriage rides (Marcia Veldman)
- C-7. Review/Approval of contract with Mominee Tree Service (Lee Huss)

D. REPORTS

- D-1. Recreation Division - Banneker 2017 Summer Camp Report (Erik Pearson)
- D-2. Operations Division - Weimer Lake Dam Removal Update (Steve Cotter)
- D-3. Sports Division - No report
- D-4. Administration Division - Energy System Group solar projects for Parks properties (Alex Crowley)

ADJOURNMENT



A-1
09-19-2017

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, August 22, 2017
4:00 – 5:30 p.m.

Council Chambers
401 N. Morton

CALL TO ORDER

The meeting was called to order by Mr. Les Coyne at 4:00 p.m.

Board Present: Mr. Les Coyne, Mr. Joe Hoffmann, Ms. Kathleen Mills

Staff Present: Paula McDevitt, Dave Williams, John Turnbull, Becky Higgins, Julie Ramey, Kim Clapp, Leslie Brinson, Steve Cotter, Erik Pearson, Joanna Sparks, Barb Dunbar, Elizabeth Tompkins and Crystal Ritter

A. CONSENT CALENDAR

- A-1. Approval of Minutes of July 25, 2017 Meeting
- A-2. Approval of Claims Submitted July 25, 2017 through August 18, 2017
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

Mr. Joe Hoffmann made a motion to approve the Consent Calendar. Ms. Kathleen Mills seconded the motion. Motion unanimously carried.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period – None

B-2. Bravo Award – None

B-3. Parks Partner Award – None

B-4. Staff Introduction-None

C. OTHER BUSINESS

C-1. Review/Approval of Wildlife Services Management Contract for Reduction of Deer at Griffy Lake

Mr. Steve Cotter, Natural Resources Manager, studies indicate the deer population has stripped vegetation in Griffy Lake understory, destroying plant and animal diversity in the heavily browsed areas. The Department wishes to protect native vegetation within Griffy Lake Nature Preserve by reducing the size of the deer herd. The 2014 attempt, was unsuccessful due to the abundance of acorns that winter. BPRD requires the services of a professional consultant in order to perform the removal of up to one hundred (100) deer, in a manner that is approved by the State of Indiana Department of Natural Resources Commission, safe to the community, and in a human way. The goal of the sharpshooting effort is to remove enough deer from the nature preserve to reduce the browse pressure on understory plant species and seedlings trees to the point these species are able to recover, and grow once again at Griffy Lake. The re-establishment and median heights of indicator plant species (including violets, trilliums, baneberry, Jack-in-the pulpit, sweet cicely) will be used to determine success of the deer herd reduction effort. The proposed time frame for the sharpshooting activity is from November 15, 2017 through February, 28, 2018. White Buffalo, Inc., is a leading expert in population control of white-tailed deer in urban areas. This firm was selected based on their familiarity with Midwestern forest ecosystems, their research knowledge and complete understanding of the ecology of white-tailed deer, and their flawless safety record.

The Board inquired; how was the number of deer to remove determined?

Mr. Cotter stated, this number was decided back in 2014, based on discussions with state experts. By reducing the number of deer by 100, they believe this should reduce the browse pressure enough to allow the plant population to recover.

The Board inquired; why was sharpshooting selected instead of a public open hunt as the State Parks do?

Mr. Cotter stated, it was basically to increase safety for the community. Staff believe the sharpshooting professionals would do it more safely, and more humanely than a public hunt.

The Board requested clarification on the following issues raised by the public through e-mails and other communications.

- There has been an argument that there's no crisis at Griffy Lake Preserve, but instead that this is all really about problems on the adjacent I.U. property which has some different characteristics.

Mr. Cotter responded, the Master Plan and the Deer Task Force have both mentioned that there is indeed a problem at the Griffy Nature Preserve. The vegetation studies that we conducted this spring seem to indicate that the plants at Griffy Lake are in worse shape than they are at Morgan Monroe State Forest and Brown County State Park. PBRD has no control over what happens on the Indiana University property but our charge is to protect the biodiversity at Griffy Lake Nature Preserve. That is why we're bringing this issue forward.

- The point has been raised, why not go out and counted the deer first?

Mr. Cotter responded, we would love to know how many deer are out on the nature preserve, but it is not considered to be as important as the effects on the vegetation. Experts in this field that we've spoken with say that counts are not necessary. It's possible that a large number of deer are just visiting the site briefly and doing the damage or it may be a smaller number of deer that are spending more time on the site doing the damage. So the number of deer is not as important as the effects on the vegetation.

- In previous reports, the study that was conducted showed there's clearly a possibility that reducing the number of deer at Griffy would produce a corresponding increase in certain invasive plants. What is the plan or response be if that occur?

Mr. Cotter responded, deer have both a positive and a negative effect on invasive plants. They have been shown to interact with some invasive in helping those invasive plants spread, both through the movement of seeds in their feces, and also in their hooves and on their fur. Probably more importantly the deer prefer certain native plants that would actually compete with the less palatable invasive. In those cases the deer are actually facilitating the spread of invasive plants. I think what the questioner refers to is in the disclosure studies it was shown that the established Asian Bush Honeysuckle did grow at a more rapid pace when it was not exposed to deer pressure. Currently we have our Adopt an Acre program at Griffy Lake, where volunteers are maintaining approximately about 15 to 16 acres. We are looking to expand this program, where basically invasive plants are removed from the plots to encourage the native species to grow. We are going to need to spend more time and money controlling invasive plants at Griffy Lake whether we do a deer cull or not. Invasive plants are spreading at all of our properties, and we're not keeping up as well as we need to protect the biodiversity.

- Is it accurate to describe, the proposal is basically adopting a more active management style at Griffy Lake, as opposed to simply letting things happen in whatever way that they are going to happen. It's not just about the deer but about the invasive plants as well. There's going to be potentially additional things we're going to have to do if we want to try to restore the park.

Mr. Cotter responded, absolutely. Without more active management measures, we are going to be losing biodiversity out there that could be protected with appropriate management

- What happens next, if we go through this cull and for whatever reason it is not successful? What is the next plan?

Mr. Cotter responded, one of the things that we're looking into is that the program through DNR that would potentially allow either contractors or citizens to do archery hunts on urban properties. So we are exploring that possibility. We may need to try and schedule another sharpshooting effort as well, we'll have to wait and see.

- Are the deer too smart for the sharpshooters?

Mr. Cotter responded, we don't think that was the case. This firm has been doing this for many years and they have a lot of successful efforts behind them. We think that they understand the lay of the land and deer behavior very well. They said that the reason the deer didn't come to the bait reliably, was that there were too many acorns for the deer to eat. Deer love acorns, and deer did come to the big bait piles, but not in a predictable fashion which made it unfeasible for White Buffalo to conduct the sharp shoot.

The Board inquired, what was the original size of the preserve we made a committed with the State to protect, and what is the purpose of the preserve?

Mr. Cotter responded, Griffy Lake Preserve started out at 240 acres, and is 250 acres today. Ten (10) acres were added and they have been included to the conservation easement with the Indiana Department of Natural Resources Division of Nature Preserves. The purpose is to preserve biodiversity and to get the park back to a natural state as much as possible. The State is specifically interested in the endangered, threatened and rare plants that occur on the site.

The Board opened the floor to the public for comments and questions.

Michael Enyeart approached the podium. You received an email from me on August 10th that critique the Griffy Nature Preserve deer fiasco, which is enclosed with this document, along with my comments to the County Council two years ago.

I know from research and primary documents related to GNP, that some members of this board have diligently served our community for many years. I respectfully suggest to you today, that no past or future board decision that you will make, will have a greater impact on the ecology, than the decision you make concerning the Environmental Resources Advisory Council (ERAC) recommendation before you today.

It seems obvious that my August 10th letter contradicts the July 14th letter from ERAC. As you would weigh these irreconcilable letters, please remember an old trial lawyers' adage quote: "*When the facts are on your side, pound the facts. When the law is on your side, pound the law. When neither is on your side, pound the table*" end quote. ERAC in chorus with the Indiana University Research and Teaching Preserve (IURTP) is pounding the table, while I have both the facts and policy on my side.

What are the facts? The previous deer cull failed. I publicly predicted that several months in advance based on my observation of unusually low deer census and GNP over the past 30 years I have over nine thousand hours of experience hiking and observing which Griffy Nature Woods.

In this room, about two years ago IDNR Wildlife Manager stated that the negative effect of deer overpopulation becomes problematic when deer census reaches 50 to 70 deer per square mile. The Deer Task Force reported that quote "The work of scientists at the I.U. Research and Teaching Preserve indicates that the deer population at the Griffy Woods is far higher in comparable forests in the region as much as 13 times higher". End quote. When you do that math 13 times 50 deer per square mile times 1.7 square miles we find that the Deer Task Force and IURTP are suggesting that there are over 900 deer at Griffy Nature Preserve. Is that credible?

I reported to you based on an observation during ideal conditions that there were actually 28 deer in GNP that year that census is far below normal.

The Deer Task Force wrote quote "Excessive deer browsing poses the possibility of producing an alternate stable state - a condition in which that force would never return to its natural state, even if browsing pressure were diminished by a permanent reduction of deer densities". End quote. Is that hyperbole credible? In contrast we know that Griffy Woods was destroyed by clearcutting before 1900. And what we see today is the woods slowly recovering in sucessionary phases.

So what's the status quo of Griffy Nature Preserve management and philosophy? In the *Baseline Environmental Survey: Griffy Reservoir, 1982* SPEA's John Thiele reported, that Griffy Nature Preserve operates under the practice of passive management. Thiele wrote quote "As a rule, the less done to the Griffy property the better" end quote. Theo also wrote quote, "Most of the area was timbered and completely treeless at the turn of the century that would have been 1900. This regrowth is a sterling example of what total neglect can do for the return of a natural environment."

Frankly I don't care if you shoot the deer or not. Deer are shot there all the time. But, I warn you again that this deer cull will fail as well, because the low deer densities. And I wonder what nutty excuse will be offered to cover up this second public humiliation.

Perhaps instead of using the "shoot first, provide excuses later" technique, you might count the deer by aerial surveys. Several firms offer this service. Two years ago you were permitted to shoot a 100 deer. That was more than three times the deer that you had in Griffy Nature Preserve. I'll hold my joke's on that for another time and place.

And now let me be very serious. It is far more important to me, and I think to the community, that the request before you to change the policy of Griffy Woods from passive management to active management, is proceeding without any debate or discussion of this huge decision. To me, changing the management philosophy of the woods to active management seems to be a betrayal of trust and precedence.

If you abandon passive management, there will be no end to escalating active management demands on an ad-hoc basis, and no end to community outrage, such as the next deer cull failure.

These woods have been well managed by nature for over a century. As a case in point: I observed that when the deer population was much larger, say in 2010, drought and disease, together with human and coyote predation, collapsed the deer population to a new normal.

Thank you.

Ms. Sandra Shapshay approached the podium. I'm a professor of philosophy at Indiana University and also the director of the political and civic engagement program. And so I will try to be a good role model and be politically and civically engaged.

So why am I here to make public comment? Well I sent you all an e-mail before, and I thank you very much for reading it carefully. Obviously you've asked questions of Steve Cotter that reflected the e-mails that were sent to you, and I appreciate that you took those into serious consideration.

I believe good public policy is a judicious combination of scientific evidence pragmatism and values. And I know that Steve Cotter and the Environmental Resources Advisory Council (ERAC) is urging you to reauthorize a deer kill for this year in Griffy. I urge you to weigh the evidence presented very carefully, and also to consider that the fact that the failed Griffy deer kill constitutes a data point. They argue that, the White Buffalo Company was unable to kill any significant number of deer because of a high acorn yield that year. It's also possible that maybe there aren't very many deer in Griffy Woods. As Michael has just urged you to take into consideration. It's also funny that Professor Hoffman said that perhaps the deer were too smart and they evaded the White Buffalo Company. You know you can give a lot of alternative explanations for the failed Griffy deer kill, but one possible explanation is maybe there just aren't very many deer in Griffy Woods.

The Shelton Study that was the basis for the first Griffy deer kill plan, took it as an assumption that there is an overabundance of deer in Griffy. But that was never a proven fact, it was an assumption of the study. And there was no accurate count done and still hasn't been. There has still been no accurate count done of the deer in Griffy. Mr. Cotter just said that there is no need. It's not necessary to count the deer. We can go simply by effects on plants. However, if public policy of deer management is to be really evidence based, it seems at minimum, we should have a count of the number of deer in Griffy. It doesn't cost very much, \$5000. It's one of the services that White Buffalo provides, and it seems to me that we're in, and sorry to get little philosophical here, but we're in a state of epistemic uncertainty. We have a data point that the last deer Griffy kill attempt failed. We don't know how many deer there are in Griffy. Why not take the time to get more evidence, so that we're actually in a good epistemic position, to have evidence based deer management policy for Griffy? It's not as though other communities don't use aerial deer counts to figure out what the number of deer is in a particular area.

And also I just want to point out in my letter, I cited a study by Cook Patton from 2014 that says that low to moderate deer densities are actually good for forest biodiversity. And so, what is the current deer density in Griffy now? Frankly we don't know. Is it in the low to moderate good zone? Is it high? It's not clear. So instead of re-authorizing a Griffy deer kill for this coming winter. Why don't we take the time to get an aerial count, which could be done this winter? Then we know, okay how many deer are actually living in the Griffy Woods area. Then decide on an evidence based way what's the target number of deer. What's the good number of deer that actually aids forest biodiversity? Then let's try to achieve that, perhaps we're there already, and then there's no need for a deer kill. Perhaps we're out of that range, and a deer kill should be authorized. But right now, I just want to urge you to basically think for yourself.

One last point. You've had experts tell you all sorts of things, but you are the board that is supposed to make this decision, and I urge you to think for yourselves. Weigh the evidence carefully, and make an evidence based public policy decision that balances all the factors that you have before you.

Thank you very much.

Ms. Larime Wilson approached the podium. I've been a resident of Griffy Woods at 2305 North Hadley for 19 years, and I am here because I am concerned about the management of Bloomington Griffy Lake Nature Preserve, its overall well-being, the health of all of its flora and fauna, and in particular the invasive plant proliferation that has proven so far to be beyond the ability of Bloomington Parks and Recreation to eradicate.

Specifically, I oppose this proposal to kill up to 100 deer because any significant reduction in the deer population will exacerbate the invasive plant problem.

In the published Shelton study of 2014, she said that where deer were excluded from browsing, invasive plants grew at a rate 30 times greater than control plots, where the deer were free to browse, and she said in her words, that her enclosure plots "became dominated by invasive shrubs" within seven years. In 2014, I saw the oldest of these plots on tour that was given by Mr. Cotter, and it's literally as she describes it, they are dominated by invasive shrubs.

Additionally, in 2014 when the first proposal was being considered, the public was told that the Parks Department would embark on a vegetative plant study that would be used to show whether the deer in its current number, with a baseline or is reduced number after a deer kill, were having an effect on the vegetation. Even after the first deer kill was called off, Mr. Cotter came and presented a report to this board in the spring of 2015, discussing this continuing study that went on for herbaceous plants in the summer and fall of 2014, 2015, and 2016, and for woody plants in the late summer and fall of those years. He said at the time, that study would indicate whether there was a need to have any continued kind of deer control at Griffy.

Now, after these three or possibly four, not sure whether 2017 data jives up with the old protocol or not. Angie Shelton said at the information panel, that you can't really tell much difference. Further that there's no way to tell any difference in these plant species, based on these years of study that were supposed to show us whether there was a need to reduce the population of deer.

I sent you a letter by email earlier today so I'm going to skip over some of this. But basically this protocol has been replaced with the new one that compares it to two other sites. Even in this new protocol it showed in one date, that the 2017 Griffy species were more numerous in Griffy Lake than they were at these other sites, unless you further reduce that to counting only flowering species and only the height of the species.

Just to sum up, I hope you will review the email that I sent, that also has documentation. We cannot say that Griffy Woods is not hunted the way that Morgan Monroe State Park and Brown County Parks are hunted. Griffy Woods is hunted from its north side of the park, and is east side of the park, by hunters who live in Monroe County and these woods are in Monroe County. There is also evidence of it being hunted from within. I sent you a picture of the poacher stands that we find right in the middle of the park. We also have coyote that have been shown by the Ball State Study to be a significant predator. So I urge you as others have said, the relative cost is small is less than these vegetation studies. Get a thermal imaging study we can know exactly where the deer are, where they come into the park, where they migrate to, and where they exit from.

Thank you.

Mark Haggerty approached the podium. I had to get off work just to come over here. I hate it. I warned the City Council for several years that there were no deer. I went to the Deer Task Force meetings. I try to get those people to go out to Griffy and look for deer, or deer signs. Those of us, who use Griffy every day, for a number of years, every day to be out there, know that there's no deer at Griffy. Virtually no deer in Griffy, not that there aren't some families that come through. There's no deer poop in Griffy, there's no deer tracks in Griffy.

The Parks Department under this last kill plan, set up mobile cameras at these bait sites, where they paid for eight hundred dollars worth of corn. And instead of taking these pictures and taking them as evidence, they proceeded to erase all the footage that showed, no, there's no deer there. There might be a family that comes through every few days. But not even for corn, not even in the middle of winter, are there deer in Griffy. And it's only two hundred and fifty acres. Anybody can go out there when the leaves are down, and when the snow is falling and see for miles. You can take a drone, you can picture the whole thing, take pictures of the shadows. It's easy to count, that there are no deer. But in eight years of study we have no pictures of any deer at Griffy. And the studies that were done, weren't even done at Griffy. Those studies aren't done at Griffy. They are done on the I.U. property next to the golf course, where they have some deer. This is really about the deer on the I.U. golf course. This is not about deer in Griffy. Griffy Woods is a hostile place for deer. It's too vertical. It's hunted by coyotes. The people out there can tell you that there's coyotes hunting deer all the time.

This is, the worst kind of science that this government has used, to prove something that doesn't even exist. These ghost deer at Griffy, that for 10 years now, we don't have a picture of, we don't have tracks of. Yes, I've seen all those deer enclosures. I went with Cotter up through the whole thing, and I traipsed through Griffy, on the streams, and on the paths, and the trails, and I talked to people that come. Have you seen any deer? No, no deer. People that live out there for 30 years, the Puderely's hike out there with their kids, all the time for years. No, no deer. Only I.U. can find deer at Griffy, and only by the worst possible science. Now I'm a science nerd, and I look to analyze things when I see them, and I look for evidence in my life. I know something about science. I continue to study.

This whole thing has been about us being forced to stop talking, not to have a coherent group together to speak to any board, to

always be relegated to public comment, never being able to present our case. I'm tired of dealing with this problem that has already been a massive failure.

But listen, this whole process has been unfair and against the public since the beginning. And this is a continuation. I'm sorry that the City Council shoved this on to you guys. But nonetheless, do it again, and fail again. Try. Why didn't we know about acorns? How are the acorns this year?

Thank you.

Mr. David Slaybaum approached the podium. Three years ago, I approached the Parks and Rec Department and also the City Council about having a venison harvest on city properties, in particular Griffy Lake. By having a harvest and using archers, there's no guns, there's no noise. It's a very effective way to harvest the venison. In the past we've been able to do this in other areas, and for every hundred deer that are harvested, the food banks receive approximately eight thousand pounds of venison to have for a protein source.

I think that if we could sit down and look outside the box, and look at the programs that are there available already. Through the Harvest Hunters and all of these programs, where the people are already volunteered to do this. We could do it, and do it in the areas where we know the deer are at, and then we could get an accurate count of the deer, and of the health of the deer. And at the same time use the venison for its purpose, God-given purpose, of feeding people.

Thank you for your time, and I really think that if you would do the archery part of it you wouldn't have the problems with people here and the guns as well.

Thank you.

The Board inquired, can the deer easily travel from one owner domain to another at Griffy, and is there something eating the understory at Griffy?

Mr. Cotter responded, deer do have a limited range, but they certainly cross the boundaries between the I.U. property and the City property. Yes, something is eating the understory at Griffy.

Mr. Hoffman made the following comments, the question is whether we're going to move from a passive management approach to an active management approach at the Griffy Lake Nature Preserve, and that's a hard call. It will always be a hard call, clearly passive management is the preferred method. I doubt anyone would disagree with that. If we thought that passive management was working well for the ecosystem, understanding of course that the ecosystem has already and irrevocably been altered by humans, it would be preferable to go with the passive management. But there are times when the choice seems to be appropriate and reasonable to go in a more active direction.

A good example is the lake itself, due to human interventions, the lake itself was dying because of infestation of various kinds of invasive water plants. And as a result, we made the decision to be more active in the management of the lake. Drained the lake and killed all the fish, so that we could get rid of those plants that were killing the lake ecosystem and start over again. I think that was the right decision, but it was a hard decision, because it involved going from a passive to a more active management.

I'm sure the people who made the decisions about Brown County State Park, went through similar deliberations in deciding to authorize the annual deer hunts at Brown County. Again, I'm sure everybody would have like Brown County State Park to manage itself in a passive sense, but humans affect deer habitat, deer move because of human development.

In 1980's, when the comments were made that were quoted about the wisdom of passive management style at Griffy, that was probably correct at that time. Bloomington has continued to grow and has continued to take away deer habitat. Now the situation is different. Now we have to think about what to do with the deer at Griffy. Our very knowledgeable, very educated, very smart staff along with our Advisory Board, which we chose to give us precisely this kind of advice, tell us that the deer are in fact, or at least a significant cause of the crisis of the overall ecosystem at Griffy. Griffy isn't there just for the deer, it's there as a total ecosystem.

At the same time we're told by a number of other very smart, knowledgeable, educated people there are not that many deer at Griffy, or maybe virtually none at all. And that if we did a count, we would know that, and be able to prove that. If those people are correct, if there are no deer to find, then basically no deer are going to be killed at Griffy, if another deer cull is authorized. We will spend this money and we'll look foolish, but nothing else will change at Griffy. Then we'll be trying to figure out what's the next move, at that point we'll have to try something else. But even if we did somehow manage to count the deer, I'm not sure how that would solve the quandary that we face, because then we would just end up arguing about how many deer are too many deer. Is it 28, is it 50, is it 100, what's the magic number of deer at Griffy.

At least, the approach that our staff and Advisory Panel have presented to us, is an approach that allows us if in fact there are deer, if in fact deer do get culled. Then the approach that we've been presented is one that will allow us to actually measure what we care about, which is the health of the plants and the overall ecosystem at Griffy.

This is a hard issue, it was hard in 2014 and it's hard again today. Two big differences between now and 2014. One, is we tried in 2014 and the deer cull failed. That is a piece of evidence, and it points one way. The second, we now know much more than we did in 2014, that for whatever reason many plant species at Griffy are not doing well. That's the new evidence that's presented by the reports that we've received this time around. So as I weigh all of that information, I end up coming down to the judgment that it is time again, to try a more active management style at Griffy. The one that our staff and our Advisory Board have advocated. If I'm making the wrong judgment, then we will know soon enough, because once again we will waste the money and no deer will die. But if in fact there are deer at Griffy, then this approach will give us a chance to restore the health of the overall ecosystem.

Ms. Mills commented, I agree with Mr. Hoffman. It's definitely a difficult position and one in which there's feelings sometimes of prioritizing the deer over the rest of the ecosystem and the habitat that is there, and I don't feel like that's the right decision to make.

Mr. Coyne commented, I agree with my colleges. We took on the responsibility for Griffy Lake many years ago, and part of that responsibility was to preserve it.

Ms. Sandra Shapshay approached the podium. I was pretty sure that it was a fait accompli when I came in here, that you would all authorize that deer kill. But I do want to point out though that there is a certain arbitrariness to the contract, the up to 100 deer at Griffy that you noted. I think there's also a certain kind of question about if this one fails as well, then we've wasted three thousand five hundred dollars, maybe we looked foolish, but we'll gain more information. But the question is, how will we gain more information? If the same thing happens we're in the same epistemic situation. Why not pause and get a count and find out? If the kill fails, but there's still evidence that there's some plant problems. If actually if you got a count, then you could understand whether there is causation or mere correlation or what. Because right now, we just don't have a lot of evidence about the deer. I haven't heard a good argument against doing a count.

Mr. Hoffman made a motion to approve the Wildlife Services Management Contract for the Reduction of Deer at Griffy Lake. Ms. Mills seconded the motion. Motion unanimously carried.

C-2 Review/Approval of Indiana University Health Bloomington Hospital Stream Mitigation Proposal for Ferguson Dog Park

Mr. Steve Cotter, Natural Resources Manager, to fulfill the stream mitigation requirements made necessary by impacts to the streams on the proposed IU Health Bloomington Hospital Regional Academic Health Center Site, IU Health proposes to enhance the existing swale located on the southern perimeter of the Ferguson Dog Park. This project would create and enhance 1.5 acres of riparian corridor north of the swale, and .75 acres of forested riparian corridor south of the swale. Over 400 trees and 150 shrubs would be planted. IU Health will be responsible for the successful establishment and operation of the mitigation site. Staff recommends the approval of this proposal. If the proposal is approved today, an agreement will be presented to the Board at the September meeting.

Mr. Hoffman made a motion to approve the Indiana University Health Bloomington Hospital Stream Mitigation Proposal for Ferguson Dog Park. Ms. Mills seconded the motion. Motion unanimously carried.

C-3. Review/Approval of Resolution 17-05 for Refunding of 2009 Parks Bond

Ms. Paula McDevitt, Administrator staff would like to recommend the approval of Resolution 17-05 for the refunding of the 2009 Parks Bonds. These bonds were used to purchase the Twin Lakes Recreation Center, formerly the Sportsplex located at 7300 West Bloomfield Road. The Department has the opportunity to refinance these bonds through a process called refunding. When a bond is refunded the entity that issued the bonds (in this case the Park Commissioners) issues new bonds, and uses those proceeds from the new bonds (which will have a lower interest rate) to pay off the old bonds. Total expected gross savings would be three hundred and fifty thousand dollars (\$350,000).

Mr. Les Coyne, Chair opened the public hearing for Resolution 17-05 for the Refunding of the Park Bonds from 2009. Are there any comments or questions from either my colleagues on the board or those in the audience? Hearing none, the hearing for Resolution 17-05 has been officially closed

Mr. Hoffman made a motion to approve Resolution 17-05 for the Refunding of the 2009 Park Bonds. Ms. Mills seconded the motion. Motion unanimously carried.

C-4. Seeking Board Ratification of Solar Installations of 13 Parks Facilities

This item was removed for the agenda.

C-5. Review/Approval of Mid-Service Contract with Steve's Roofing & Sheet Metal

Ms. Barb Dunbar, Operations Office Coordinator, due to age and wear, BPRD wishes to replace the existing roof at the Park Ridge East Shelter House. The Department requires the services of a professional consultant in order to perform the roof replacement services of removing of the existing, installing treated plywood decking and underlayment, and replacing the asphalt shingles with 26 gauge metal roof over entire roof area. A metal roof was selected, as they are nearly maintenance free, withstand higher winds and less likely to collapse due to heavy water and snow loads, resulting in significant cost savings. Work will not begin until after August 23, 2017 and be completed by October 27, 2017.

Mr. Hoffman made a motion to approve the mid-service contract with Steve's Roofing & Sheet Metal for the Park Ridge East Shelter House. Ms. Mills seconded the motion. Motion unanimously carried.

C-6 Review/Approval of Summer Star Memorandum of Agreement – Griffy Lake Nature Day

Ms. Elizabeth Tompkins, the purpose of this Agreement is to provide school year, outdoor environmental education programming to fourth graders in the Monroe County Public School (the "Nature Day Project"). The grant covers the cost of supply purchases for activities, bus transportation for students and a portion of Bloomington Parks and Recreation staff costs.

Mr. Hoffman made a motion to approve the Summer Star Memorandum Agreement – Griffy Lake Nature Day. Ms. Mills seconded the motion. Motion unanimously carried.

C-7 Review/Approval of Contract with Eco Logic, LLC.

Ms. Joanna Sparks, City Landscaper, BPRD wishes to remove invasive plant species throughout the City of Bloomington. The Department requires the services of a professional consultant in order to perform the eradication of invasive plant species using species-specific herbicides in multiple locations. All applications will be made in accordance with the City of Bloomington Parks and Recreation Integrated Pest Management Plan, approved in December 2016. All work will be completed by December 31, 2017. The removal of these invasive species will open space to create critical pollinator habitat with native plant species.

Mr. Hoffman made a motion to approve the Contract with Eco Logic, LLC to Remove Invasive Plant Species. Ms. Mills seconded the motion. Motion unanimously carried.

C-8 Review/Approval of Small Service Agreement with Ronnie G. Pursell

Ms. Joanna Sparks, City Landscaper, in order to preserve monuments, due to age and the settling of the earth, BPRD wishes to repair monuments in the oldest section of Rose Hill and White Oak Cemeteries. The Department is in need of a professional contractor to provide the monument repairs.

Mr. Hoffman made a motion to approve Small Service Agreement with Ronnie G. Pursell to Repair of Monuments in the Cemeteries. Ms. Mills seconded the motion. Motion unanimously carried.

C-9 Review/Approval of Consultant Contract Interpretive Ideas

This item was removed from the agenda.

C-10 Review/Approval of Consultant Contract Agreement Rundell Ernstberger Associates

Mr. Dave Williams, Director of Operations, BPRD wishes to acquire a conceptual design to identify and determine potential design improvement to People's Parks. The Department requires the services of a professional consultant in order to perform these design services, project initiation, preliminary concepts, conceptual plan development, conceptual plan review and final deliverables and approval.

Mr. Hoffman made a motion to approve Consultant Contract Agreement with Rundell Ernstberger Associates for Design Services at People's Park. Ms. Mills seconded the motion. Motion unanimously carried.

C-11 Review/Approval of Changes in Price Schedule for the Holiday market Arts Fair Booth Spaces

This item was removed from the agenda.

C-12 Review/Approval of Agreement with Fox Construction Company, Inc.

Mr. John Turnbull, Sports Division Director, staff recommends the approval of the contract with Fox Construction Company for much needed renovations of the restrooms at Frank Southern Center and the rehabilitation of the locker rooms at Twin Lakes Recreation Center. Four construction companies submitted bids, with Fox Construction being the lowest at \$26,800 for Frank Southern Ice Arena and \$152,000 for Twin Lakes Recreation Center. These projects are funded by the Parks Bond.

Mr. Hoffman made a motion to approve Agreement with Fox Construction, Company, Inc. for Restroom/Locker Renovations at Frank Southern Ice Arena and Twin Lakes Recreation Center. Ms. Mills seconded the motion. Motion unanimously carried.

C-13 Review/Approval of Addendum to Agreement between Bloomington Parks and Recreation and Chef for Hire for Banneker Food Service Program

Mr. Erik Pearson, Program/Facility Coordinator-Banneker Community Center, due to the substantial increase in attendance numbers at the 2017 Banneker Camp summer program, more meals were ordered and served, which resulted in Banneker going past the \$14,000 previously agreed upon, with Chef for Hire. This addendum wishes to change that \$14,000 to not to exceed \$20,000 in order to accommodate for the added meal cost due to increased attendance during the 2017 program.

Mr. Hoffman made a motion to approve Addendum to Agreement between Bloomington Parks and Recreation and Chef for Hire for the Banneker Food Service Program. Ms. Mills seconded the motion. Motion unanimously carried.

C-14 Review/Approval of Mid-Service Contract with Umphress Masonry, Inc.

Ms. Barb Dunbar, Operations Office Coordinator, ongoing repairs are crucial for the preservation and future existence of Rosehill Cemetery wall that was built in 1936. BPRD wishes to make repairs to the South wall of the Rose Hill Cemetery in order to maintain the integrity of the wall. The Department requires the service of a professional consultant to perform tuck-point work and repairs. Work will begin after August 23, 2017 and be completed by September 30, 2017.

Mr. Hoffman made a motion to approve the mid-service contract with Umphress Masonry, Inc. for repairs to the South wall at Rose Hill Cemetery. Ms. Mills seconded the motion. Motion unanimously carried.

C-15 Addendum to Agreement with Baker Stone Work from May 2017

Mr. John Turnbull, Sports Division Director, a service contract with Baker Stone Work was approved earlier in 2017 for a total of \$20,400. During repairs, it was discovered an additional emergency exit door, located on court 5, also needed to be replaced. This Addendum, for \$1,600 covers the removal of the old door, the installation of the new door, and will include new crash bar and latch. This project is funded by the Park Bond.

Mr. Hoffman made a motion to approve Addendum to Agreement with Baker Stone Work from May 2017. Ms. Mills seconded the motion. Motion unanimously carried.

C-16 Agreement with Kentucky Fairways Zoysia Sod Farm

Mr. John Turnbull, Sports Division Director, due to less required maintenance and care, BPRD wishes to install Meyer Zoysia Grass on 8 holes of the Ridge fairways at Cascades. The Department requires the professional services of a contractor to produce, deliver and install 37,000 square yard of Meyer Zoysia Grass. The \$183,150 project is funded by the Park Bond.

Mr. Hoffman made a motion to approve Agreement with Kentucky Fairways Zoysia Sod Farm to install Meyer Zoysia Grass at Cascades. Ms. Mills seconded the motion. Motion unanimously carried.

D. Reports

D-1. Operations Division – No Report

D-2. Recreation Division – No Report

D-3. Sports Division – No Report

D-4 Administrative Division – No Report

ADJOURNMENT

Meeting adjourned at 5:29 p.m.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners

August 6, 2017

Dear Mr. Coyne, Ms. Fawcett, Prof. Hoffman, and Ms. Mills,

We are a group of Bloomington residents who are concerned about the plan to re-authorize the sharpshooting of deer in Griffy Park for the winter of 2017-18 **given the current lack of knowledge of deer densities possessed by the City of Bloomington.** As you no doubt recall, a similar plan to hire the White Buffalo company to sharpshoot up to 100 deer in the GLNP failed in the winter of 2014-15. ERAC and Parks Officials blame this failure on a high acorn mast, but we think the failure could also have been due to **few deer in the GLNP** (more on this below). Given our epistemic situation, it would be wise public policy to get an accurate, aerial count of the number of deer in Griffy Park before proceeding with another deer kill authorization.

Many of us in the community, including people like Michael Enyeart who lives near and hikes in Griffy daily, had another, simpler answer for the previous deer kill's failure: There just aren't very many deer in Griffy Park. Observational evidence from seasoned hunters and hikers like Enyeart attests to an historically small deer population in Griffy. Based on his experience of tracking deer with the aid of his dog, Enyeart estimates that there are only about 28 deer living in Griffy Park.

The Shelton study published in 2014, which formed the basis of the previous deer kill plan, *assumes* deer overpopulation in Griffy Park, rather than proving it. Pellet counts were the sole means used in this study to measure deer abundance in Griffy, but Dr. Shelton herself admits they are controversial: "it is difficult to accurately estimate actual deer densities from pellet counts due to variations in defecation rates depending on food quality and decomposition rates depending on temperature and moisture" (p. 40).

Further, in an email from Dr. Shelton to Parks staffer Steve Cotter and City Council Member Dave Rollo (sent April 17, 2013, and uncovered via a Public Records Request), Dr. Shelton raised her own concerns about relying on the pellet counts that she had done in the IURTP as a metric of deer population in Griffy: "A more accurate estimate for the Griffy

Woods area would need to cover the entire property ... I think this is definitely worth considering for next year to get a more accurate assessment of the deer herd size in the Griffy Woods area. I'd be willing to lead the project if the City was willing to fund it."

Unfortunately, **this wider pellet count was never done**, and so we still do not have an accurate estimate of deer population in Griffy Park. Nonetheless, ERAC is pressing for another deer kill attempt, without any additional information on deer densities in the GLNP.

We urge the Parks Board and Commissioners to mandate a count of the deer in Griffy before proceeding with a second, possibly ill-fated deer kill attempt in Griffy Park. Since the Parks Department did not spend all of the \$31,000 allotted for the White Buffalo contract, some of the money already set aside could be spent to hire this same company to do an accurate aerial count this winter of the Griffy deer. The count would cost approximately \$5K.

The count might show low-to-moderate deer densities, which, are actually beneficial for plant diversity in forests. According to a recent peer-reviewed study by Dr. Cook-Patton (2014) titled "Positive interactions between herbivores and plant diversity shape forest regeneration," low-to-moderate deer densities (3-8/km²; or 10-15/mile²) is actually good for forest biodiversity. For a brief account of this study see:

<http://www.wired.com/2014/04/deer-biodiversity/>

In the Cook-Patton study aerial counts were used to gain an accurate measure of deer densities. There are also deer management programs—like that at Iowa City, Iowa, that use aerial counts to determine, each year, whether a sharpshoot is needed to achieve their specific goal of 25 deer/mile².

A major objection to our recommendation of a count would be that it doesn't matter how many deer live in Griffy, for the effects they are having on native plants is all that matters, and those effects are clearly negative.

In response, we would say that it obviously matters that there be at least one deer living in Griffy in order to attribute plant degradation to deer. More seriously, however, if we don't have an accurate estimate of how many deer live in Griffy it is difficult to attribute differences, say, between the number and height of wildflowers in Brown County State Park or Morgan-Monroe State Park and Griffy to deer browsing, rather than to weather conditions, soil differences, differential human use, rabbit browsing, etc.

Dr. Shelton and others would likely claim that the *exclosures* used in the 2014 study show decisive evidence of specifically *deer* browsing as the cause of plant degradation. However, with respect to effects of deer on plant species diversity, the Shelton study itself is not decisive. It reports: "We recorded a total of 123-144 plant species each spring between 2009-2012. In each year exclosure plots averaged 2-3 more species than control plots, but differences in species richness were statistically significant only in 2009 and 2011." (p. 43). That is, differences in the biodiversity of plant species were only statistically significant in 2 out of 4 years studied. However, the article continues, "The total cover of spring vegetation did not differ between exclosures and controls in any year" (p. 44). In short, the evidence that deer are causing a diminishment in species richness in Griffy—according to the Shelton study itself--is far from decisive.

Further, the latest letter to the Parks Board from ERAC--which also assumes rather than shows deer overpopulation in Griffy--cites the fact that tree seedling recruitment was up in 2015 from 2014. This might be taken as a sign of no deer overpopulation, but it is univocally interpreted by ERAC as only a sign of increased acorn mast. For ERAC, it seems that the axiom of deer overabundance in Griffy constitutes an unfalsifiable claim. A count would either confirm or disconfirm this claim. In either case, Bloomington would finally have some hard evidence of whether or not there is deer overpopulation in the GLNP. ERAC's historic resistance to a count shows that perhaps they are afraid that their claim of deer overabundance may be disconfirmed. We say, let's get the facts before proceeding with another perhaps futile kill attempt.

In sum, we urge the Bloomington Parks Board and Commissioners to put Bloomington on a solid evidence-based footing for deer management in Griffy park, and to (a) decide on the desired deer density for forest health, and (b) get an aerial count before proceeding with any deer management plan to see where we really stand with respect to the Griffy deer population.

Thank you for your careful consideration of our views.

Sincerely,

Julie Gray
Maria Heslin
Sandra Shapshay
Anne Sterling
Steven Wagschal

August 23, 2017

To the Bloomington Board of Park Commissioners:

As a 19 year resident of Griffy Woods, I am writing to express my concern for the management of Bloomington's Griffy Lake Nature Preserve, its overall wellbeing, the health of its flora and fauna, and, in particular, the invasive plant proliferation that has proven thus far to be beyond the ability of Bloomington Parks and Recreation to eradicate.

Specifically, I oppose the proposed contract to shoot 100 deer this coming winter because any deer kill, whatever number, which significantly reduces the deer population in GLNP will exacerbate the present invasive plant problem.

Among the findings of the 2014 published Shelton et al study "Effects of abundant white-tailed deer on vegetation, animals, mycorrhizal fungi, and soils" [Forest Ecology and Management], was that **where deer were excluded from browsing invasive plants grew at a rate 30 times greater than control plots where deer freely browsed**. In contrast to a slight increase in native tree recruitment in the exclosures in two of the four years studied, Dr. Shelton found that when deer were excluded, her exclosure plots had "become dominated by invasive shrubs" [p. 46] within seven years.

Additionally, in the spring of 2015, well after the deer kill cancellation in February 2015, Steve Cotter, Parks & Rec Natural Resources Manager, presented to the Board, a report of ongoing vegetation study in GLNP. At that time, Mr. Cotter said that parks staff under the direction of Dr. Shelton and himself would continue to gather this data and that it would be used to assess the impact that deer were having on vegetation in GLNP. It was stated that this data would be used as a basis for future deer management decisions at GLNP.

This data has been gathered for spring herbaceous plants and woody plants in the late summer/fall, in 2014, 2015 and 2016. This data showed no change in the plant populations studied, acknowledge by Dr. Shelton at the August 1, 2017 deer info panel ("can't really tell much difference," "no way to tell any difference.")

Finding no effects after a four year study which could be attributed to deer (or to any cause, given there was no change of significance found), Mr. Cotter and Dr. Shelton abandoned their former approach in favor of a "comparative" study between GLNP, Morgan Monroe State Forest and Brown County State Park.

Use of this "trio" data to make deer management decisions at GLNP is flawed on its surface. No attempt to account or control for site differences such as geological underpinning, human activity, record rainfall during the data collection period or any other potential causes of plant growth or timing of flowering have been noted.

Additionally, a noteworthy finding in the “trio” data is that there were more of the studied plant species recorded at GLNP than at either of the other two sites. It is only when the data is drilled down to flowering species and plant heights that GLNP species counts are recorded as less than the other sites. If this data, lacking in longitudinal basis as it is, is to be used to draw any conclusions, its findings must be taken as a whole, not cherry-picked to support preconceived assumptions and biases.

It has been incorrectly stated that GLNP differs from these other sites in that Morgan Monroe is hunted and Brown County has repeated controlled hunts. This fails to acknowledge that Griffy Woods itself is hunted, both on the northern and western borders of the preserve by hunters, and within the preserve by poachers.* We also know that deer have natural predators (coyote) in GLNP consistent with findings by the Ball State Fawn Study that coyote predation is a significant cause of nonsurvival of fawns in urban and rural areas of Bloomington and Monroe County.

In its special meeting of July 18, Park Board Commissioner Hoffman asked a good question as to how park staff would handle an increase in invasive plants after deer pressure was removed. The answer given by Mr. Cotter, however, does not hold water. The Adopt-an-Acre program, though well-intended, now covers only a very small portion of the preserve. It will not be able to handle burgeoning invasive plant growth in the 1200-acre preserve and will require ever-expanding costs of staff time to make any significant increase.

Further, one invasive plant, Japanese stiltgrass is now treated by application of herbicide. Jon Behrman, a fulltime Parks and Rec staff member who carries out invasive plant management along with part-time summer staff, stated as a SNAYL DAY (Sustaining Nature and Your Land) speaker, in June 2015, that despite this herbicide application, stiltgrass management at GLNP is a losing battle. By his attribution, this is because during spring rains, the creek swells and washes up seeds, as the primary vector of stiltgrass proliferation. Visually, also, it is easy to see where stiltgrass invasion pattern follows human foot trails in the park. To blame Japanese stilt grass proliferation on deer is not evidence-based.

I am very concerned that an increase of other invasive shrubs due to eradication of deer will lead to an increased use of herbicide which ultimately will deposit to the lake, itself still under management for aquatic invasives. This is a vicious cycle that is not under control now and that we cannot afford to exacerbate by shot-in-the-dark deer management.

Again this year, a target number for deer reduction (100) has been pulled out of thin air. Did we not learn anything from the prior deer kill effort which attracted only a small number of deer to bait sites?

We now have no actual understanding of the deer population in GLNP, other than the bad math** exhibited in the Shelton pellet count study. Residents on all sides of Griffy have

informed that the actual number of deer in the park are not in numbers that could sustain, if in fact could even occur, a 100-deer kill.

In conclusion, I urge the Board to vote against the proposed sharpshoot contract. I further urge that the Board contract a count of deer population at GLNP by FLIR (Forward Looking Infrared) thermal imaging technique. In a primarily deciduous woods such as Griffy, a relatively accurate count could be contracted for February 2018 for far less than the costs have been for the abandoned GLNP vegetation studies. This technology could also show where deer bed down, in and outside the park, where they enter and exit and where they migrate through the park. This information would be integral to both deer management and plant management (invasive and native) that would chart an evidence-based path toward long-term health of GLNP and the Griffy Woods which surround it.

Thank you for your consideration.

Larime Wilson

2305 N. Headley Rd
Bloomington

* Photo of poacher tree stand, taken by Alyce Miller, 11/29/2014. This stand was just off the creek trail (blue trail) about a 20 minute walk from the boathouse parking lot.



** Bad math on Shelton pellet count, Appendix attached. Please note the discrepancy in Figure A1 -- image (showing 60 m transects) and caption (stating 80 m transects). Please see if by either metric (60m or 80m), mathematical sense can be made of the area calculations stated in the Appendix, Lines 13 through 16.

Appendix A. Detailed Methods

A.1. Pellet counts

In order to estimate relative deer densities, we counted piles of deer pellets at Griffy Woods (GW) and compared to the number of pellet piles at two other nearby forest preserves owned by the IU Research and Teaching Preserve: Moores Creek (MC; 39°4'55"N, 86°28'14"W) and Lilly Dickey Woods (LDW; 39°14'39"N, 86°13'6"W). All pellet count surveys were conducted in March 2011 after snow had melted and before spring vegetation emerged. While the accuracy of pellet counts to estimate actual deer population density has been criticized due to variation in defecation rates, food quality, and movement patterns (Fuller 1991), they can provide reliable estimates of relative use of different areas by deer (Forsyth, et al. 2007). A recent study (deCalesta 2013) compared population estimates from pellet counts to direct censuses and found population estimates from pellet counts were within 7.5% of census estimates.

We counted pellet piles within eight intersecting transects (4 m × 80 m), four of which were placed perpendicular to the slope and four of which were parallel to the slope. Transects were 20 m apart with the exclosure in the center of the survey area (Fig. A1). The total area of each surveyed area was 4096 m², of which 1664 m² (40%) was actually surveyed for pellet piles. All pellet piles with more than five pellets were counted and marked on a map to avoid double-counted on the overlapping transects. We compared the log-transformed number of pellet piles among the three sites with a one-way ANOVA with site as a fixed in the GLM procedure of SAS 9.3 for Windows (SAS Institute Inc. 2012).

A.2. Exclosure Construction

Exclosures were constructed of 7.5' high nylon deer fencing (Benner's Gardens; www.bennersgardens.com) and were monitored regularly for damage. Although deer may be able to jump a fence of this height, we have not observed any evidence of deer (browsing, tracks, or pellets) inside the exclosures. The fences are staked at the bottom in one to three places per side (depending on

topography) so that fawns cannot easily get under the fence, but gaps allow smaller animals to pass beneath the fence. We have observed evidence of medium-sized mammals, such as raccoons, opossums, and rabbits, inside the fence but no evidence of larger animals such as wild turkeys, coyotes, and foxes, which are present at the site.

A.3. Soil Nutrient Analyses

Soil samples were first thoroughly mixed within the collection bags, then a 100 mL sample was removed for use in later MIP experiments (see below). The remaining sample was then sieved through a 1 mm sieve and manually sorted to remove all pieces of roots >3mm in length. We then placed a 4 g (\pm 0.2 g) sample in a tube for initial nitrogen analysis, 4 g (\pm 0.2 g) for incubated nitrogen analysis to determine net N mineralization, 5 g (\pm 0.2 g) for phosphorus analysis, and 4.5 g (\pm 0.2 g) for determination of soil organic matter and soil moisture.

Available nitrogen extractions were done with 10 mL of 2M KCl, and available phosphorus extractions with 30 mL of 0.5M NaHCO₃. Samples were shaken then filtered and frozen until nutrient analysis. Nitrogen and Phosphorus analyses were done on a Lachat flow injection analysis system (Lachat Instruments, Loveland, Colorado) in the lab of R. Phillips at Indiana University. We used a phenolate-hypochlorite method (Lachat method 12-107-06-A) to quantify NH₄⁺ and a cadmium-reduction method (12-107-04-1-B) to quantify NO₃⁻. Phosphorus was analyzed with the molybdate-ascorbic acid method (12-115-01-1-E). Percent organic matter was measured via loss on ignition at 450° C for 24 h and soil moisture was measured by weighing soil before and after drying.

A.4. Arbuscular Mycorrhizal Fungi Analyses

To identify AMF spores in soil samples, we extracted fungal spores by placing a 50 mL soil sample in a 32- μ m mesh sieve and washing vigorously with water. Spores were then separated from larger soil particles by placing samples in a 60% sucrose solution and centrifuging for three minutes

(Daniels and Skipper 1982). Spores were quantified and identified by a skilled observer via microscopic analysis.

To estimate the mycorrhizal inoculum potential (MIP), 100 ml of field soil from each subplot was mixed 5:1 (v/v) with sterile sand and placed in 4 × 20.5-cm "conetainers" (Stewe and Sons, Corvallis, Oregon, USA). To prevent contamination, a piece of paper towel was placed in the bottom of each tube to prevent soil loss and the bottom and top of each tube was filled with 25 mL of sterile sand. Each conetainer received one seedling of sorghum-sudangrass hybrid (*Sorghum bicolor* × *sudanense* var. "super Su 22") that was pre-germinated in sterile potting mix. After 21 d of growth, plants were harvested and the washed root systems of sorghum plants were collected. The root system of each plant was clipped to 2-cm lengths and placed in tissue cassettes. The root samples were then cleared and stained with trypan blue (Koske and Gemma 1989). AMF colonization was measured using the magnified intersection method (McGonigle, et al. 1990). A minimum of 50 random root intersections were inspected for each slide and % AMF colonization was determined as number of root segments with AMF hyphae, arbuscules, or vesicles.

A.5. Appendix References

Koske, R. E. and Gemma, J. N. 1989. A modified procedure for staining roots to detect VA mycorrhizas.

- Mycological Research 92: 486-505.

McGonigle, T. P., Miller, M. H., Evans, D. G., Fairchild, G. L. and Swan, J. A. 1990. A new method

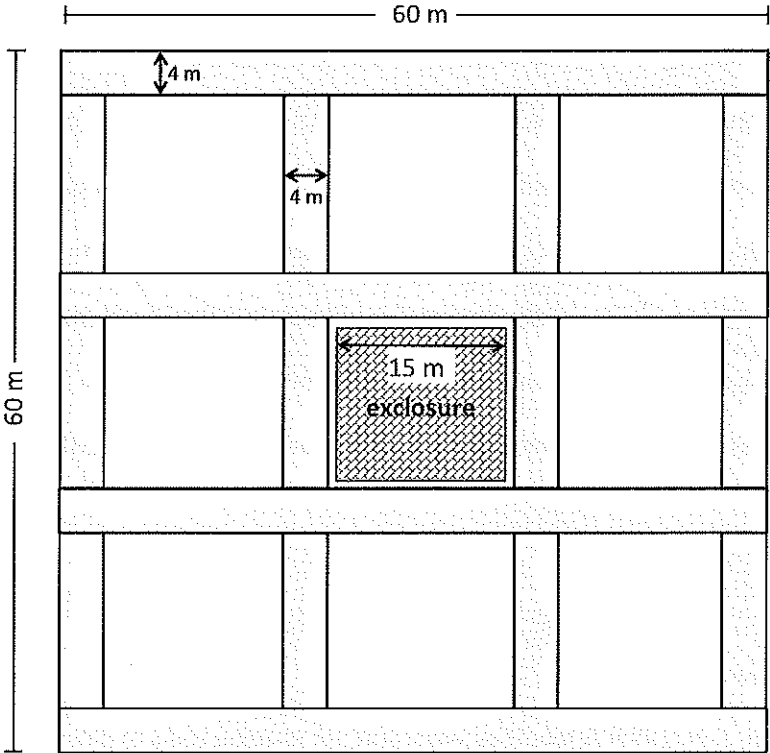
which gives an objective measure of colonization of roots by vesicular-arbuscular mycorrhizal fungi.

- New Phytologist 115: 495-501.

Figure Captions

Fig. A.1. Design of pellet count surveys. Four intersecting transects, 4 m wide by 80 m long, where located around each exclosure to survey the relative deer activity in the area of each exclosure block.

Fig. A.1.



Appendix B. Tables of Species

Table B.1. List of woody plant species in alphabetical order by genus found in deer exclosures and unfenced control plots at the Griffy Woods Preserve between 2010–2012. Frequencies are the total numbers of individuals recorded in 60 quadrats (4 x 4 m) within each treatment.

Latin Name ¹	Common Name	Growth Form	Nativity	Frequency	
				Control	Exclosure
<i>Acer negundo</i>	boxelder	Tree	Native	2	3
<i>Acer rubrum</i>	red maple	Tree	Native		2
<i>Acer saccharum</i>	sugar maple	Tree	Native	41	34
<i>Aesculus glabra</i>	Ohio buckeye	Tree	Native	11	6
<i>Asimina triloba</i>	pawpaw	Shrub/ Tree	Native	111	231
<i>Berberis thunbergii</i>	Japanese barberry	Shrub	Alien	1	10
<i>Carpinus caroliniana</i>	musclewood	Tree	Native	5	5
<i>Carya sp.</i>	hickory	Tree	Native	19	16
<i>Celtis occidentalis</i>	hackberry	Tree	Native		1
<i>Cercis canadensis</i>	redbud	Tree	Native	4	6
<i>Cornus florida</i>	flowering dogwood	Tree	Native	4	11
<i>Crataegus sp.</i>	hawthorn	Tree	Native	1	
<i>Euonymus atropurpureus</i>	eastern wahoo	Shrub/ Tree	Native		11
<i>Fagus grandifolia</i>	American beech	Tree	Native	9	25
<i>Fraxinus americana</i>	white ash	Tree	Native	3	101
<i>Ilex opaca</i>	American holly	Shrub/ Tree	Alien	1	
<i>Juglans nigra</i>	black walnut	Tree	Native	10	3
<i>Juniperus virginiana</i>	red cedar	Tree	Native	1	1
<i>Ligustrum vulgare</i>	privet	Shrub	Alien	21	35
<i>Lindera benzoin</i>	spicebush	Shrub	Native	45	77
<i>Liriodendron tulipifera</i>	tulip poplar	Tree	Native	3	7
<i>Lonicera maackii</i>	bush honeysuckle	Shrub	Alien	23	102
<i>Prunus serotina</i>	black cherry	Tree	Native	6	5
<i>Quercus alba</i>	white oak	Tree	Native	2	2
<i>Quercus muehlenbergii</i>	chinkapin oak	Tree	Native		1
<i>Quercus rubra</i>	red oak	Tree	Native	4	3
<i>Rosa multiflora</i>	multiflora rose	Shrub	Alien	1	66
<i>Rubus sp.</i>	blackberry	Shrub	Native		1
<i>Sassafras albidum</i>	sassafras	Tree	Native		10
<i>Ulmus americana</i>	American elm	Tree	Native	4	2
<i>Ulmus rubra</i>	red elm	Tree	Native	5	1
<i>Viburnum acerifolium</i>	viburnum	Shrub	Native	140	30
<i>Vitis spp.</i>	wild grape	Vine	Native	2	3

Notes:

¹ Morphospecies that could not be identified to at least the genus level are not included.

Table B.2. List of herbaceous plant species in alphabetical order by genus found in deer exclosures and unfenced control plots at the Griffy Woods Preserve. Frequencies are the total number of quadrats (50 x 50 cm, 510 total quadrats for each treatment) in which the species occurred between 2009 – 2012.

Latin Name ¹	Common Name	Growth Form ²	Lifespan	Nativity	Frequency	
					Control	Exclosure
<i>Actaea pachypoda</i>	white baneberry	Forb	Perennial	Native	7	14
<i>Adiantum pedatum</i>	maidenhair fern	Fern	Perennial	Native	4	21
<i>Agrimonia</i> sp.	agrimony	Forb	Perennial	Native	3	5
<i>Alliaria petiolata</i>	garlic mustard	Forb	Biennial	Alien	43	17
<i>Allium</i> sp.	wild onion	Forb	Perennial	Native	53	29
<i>Arabis laevigata</i>	smooth rockcress	Forb	Biennial	Native	1	5
<i>Arisaema triphyllum</i>	jack-in-the-pulpit	Forb	Perennial	Native	113	123
<i>Asarum canadense</i>	wild ginger	Forb	Perennial	Native	7	9
<i>Asplenium platyneuron</i>	ebony spleenwort	Fern	Perennial	Native	2	2
<i>Barbarea</i> sp.	wintercress	Forb	Biennial	Alien	5	6
<i>Blephilia hirsuta</i>	hairy wood mint	Forb	Perennial	Native	1	0
<i>Botrychium dissectum</i>	cutleaf grape fern	Fern	Perennial	Native	0	1
<i>Botrychium virginianum</i>	rattlesnake fern	Fern	Perennial	Native	12	32
<i>Cardamine concatenata</i>	cutleaf toothwort	Forb	Perennial	Native	282	255
<i>Cardamine pennsylvanica</i>	Pennsylvania bittercress	Forb	Annual	Native	3	4
<i>Carex picta</i>	painted sedge	Gram.	Perennial	Native	24	33
<i>Carex</i> sp.	sedge	Gram.	Perennial	Native	230	239
<i>Chaerophyllum procumbens</i>	wild chervil	Forb	Annual	Native	10	15
<i>Claytonia virginica</i>	spring beauty	Forb	Perennial	Native	108	115
<i>Conopholis americana</i>	squaw root	Forb	Perennial	Native	3	3
<i>Cynoglossum virginianum</i>	hound's tongue	Forb	Perennial	Native	47	51
<i>Cystopteris protrusa</i>	fragile fern	Fern	Perennial	Native	53	56
<i>Delphinium tricorne</i>	dwarf larkspur	Forb	Perennial	Native	103	84
<i>Desmodium</i> sp.	tick-trefoil	Forb	Perennial	Native	11	19
	squirrelcorn/Dutchman'					
<i>Dicentra</i> sp.	s breeches	Forb	Perennial	Native	56	62
<i>Draba verna</i>	spring draba	Forb	Annual	Alien	1	1
<i>Elymus</i> sp.	bottlebrush grass	Gram.	Perennial	Native	103	113
			Annual/			
<i>Erigenia bulbosa</i>	harbinger-of-spring	Forb	Perennial	Native	90	71
			Annual/			
<i>Erigeron</i> sp.	fleabane	Forb	Biennial	Native	1	0
<i>Erythronium americanum</i>	trout lily	Forb	Perennial	Native	194	188

<i>Eupatorium rugosum</i>	white snakeroot	Forb	Perennial	Native	163	165
<i>Floerkea</i>						
<i>proserpenicoides</i>	false mermaid	Forb	Annual	Native	90	94
<i>Galium aparine</i>	bedstraw	Forb	Annual	Native	96	100
<i>Galium circaeazans</i>	wild licorice	Forb	Perennial	Native	101	103
<i>Galium concinnum</i>	shining bedstraw	Forb	Perennial	Native	13	13
<i>Galium triflorum</i>	scented bedstraw	Forb	Perennial	Native	55	62
<i>Geum verum</i>	spring avens	Forb	Perennial	Native	29	54
<i>Glechoma hederacea</i>	creeping charlie	Forb	Perennial	Alien	6	12
<i>Hydrastis canadensis</i>	goldenseal	Forb	Perennial	Native	17	16
<i>Hydrophyllum</i>						
<i>appendiculatum</i>	appendaged waterleaf	Forb	Perennial	Native	8	14
<i>Hydrophyllum</i>						
<i>macrophyllum</i>	large-leaved waterleaf	Forb	Perennial	Native	19	20
<i>Impatiens sp.</i>	jewelweed	Forb	Annual	Native	27	44
<i>Ipomoea purpurea</i>	morning glory	Forb	Annual	Alien	0	1
<i>Isopyrum biternatum</i>	false rue-anemone	Forb	Perennial	Native	7	4
<i>Jeffersonia diphylla</i>	twinleaf	Forb	Perennial	Native	34	42
<i>Lamium purpureum</i>	purple dead nettle	Forb	Annual	Alien	7	7
<i>Laportea canadensis</i>	stinging nettle	Forb	Perennial	Native	1	7
<i>Leersia virginica</i>	white grass	Gram.	Perennial	Native	8	0
<i>Lysimachia nummularia</i>	moneywort	Forb	Perennial	Alien	27	33
<i>Maianthemum racemosa</i>	false Solomon's seal	Forb	Perennial	Native	3	2
			Annual/			
<i>Malva sp.</i>	mallow	Forb	Perennial	Alien ?	3	2
<i>Microstegium vimineum</i>	Japanese stiltgrass	Gram.	Annual	Alien	41	31
<i>Mitchella repens</i>	partridgeberry	Forb	Perennial	Native	0	5
<i>Monarda clinopodia</i>	basil beebalm	Forb	Perennial	Native	1	1
<i>Onoclea sensibilis</i>	sensitive fern	Fern	Perennial	Native	0	3
<i>Ornithogalum</i>						
<i>umbellatum</i>	star-of-Bethlehem	Forb	Perennial	Alien	44	19
<i>Osmorhiza claytonii</i>	sweet-cicily	Forb	Perennial	Native	5	19
<i>Oxalis sp.</i>	wood sorrel	Forb	Perennial	Native	43	34
<i>Packera aurea</i>	golden ragwort	Forb	Perennial	Native	100	62
<i>Packera obovata</i>	roundleaf groundsel	Forb	Perennial	Native	1	14
<i>Phacelia bipinnatifida</i>	fernleaf phacelia	Forb	Biennial	Native	3	5
<i>Phlox divaricata</i>	blue phlox	Forb	Perennial	Native	12	15
<i>Podophyllum peltatum</i>	mayapple	Forb	Perennial	Native	95	103
<i>Polemonium reptans</i>	Jacob's ladder	Forb	Perennial	Native	12	14
<i>Polygonatum biflorum</i>	Solomon's seal	Forb	Perennial	Native	7	11
<i>Polygonum virginianum</i>	Virginia knotweed	Forb	Perennial	Native	60	72
<i>Polystichum</i>						
<i>acrostichoides</i>	Christmas fern	Fern	Perennial	Native	65	119
<i>Potentilla simplex</i>	cinquefoil	Forb	Perennial	Native	10	24
<i>Prenanthes altissima</i>	tall white lettuce	Forb	Perennial	Native	2	0
<i>Ranunculus abortivus</i>	kidney-leaved buttercup	Forb	Biennial	Native	36	41

<i>Ranunculus hispidus</i>	hispid buttercup	Forb	Perennial	Native	0	3
<i>Ranunculus recurvatus</i>	hooked buttercup	Forb	Perennial	Native	22	34
<i>Rumex sp.</i>	dock	Forb	Perennial	Native	1	0
<i>Sanguinaria canadensis</i>	bloodroot	Forb	Perennial	Native	1	5
<i>Sanicula sp.</i>	sanicle sp.	Forb	Biennial	Native	19	41
<i>Scutellaria lateriflora</i>	blue skullcap	Forb	Perennial	Native	1	0
<i>Solidago sp.</i>	goldenrod	Forb	Perennial	Native	0	1
<i>Spiranthes sp.</i>	lady's tresses	Forb	Perennial	Native	1	0
<i>Stellaria media</i>	common chickweed	Forb	Annual	Alien	65	49
<i>Stellaria pubera</i>	star chickweed	Forb	Perennial	Native	6	15
<i>Stylophorum diphyllum</i>	woody poppy	Forb	Perennial	Native	0	1
<i>Thalictrum thalictroides</i>	rue anemone	Forb	Perennial	Native	9	19
<i>Tradescantia virginiana</i>	spiderwort	Forb	Perennial	Native	4	4
<i>Trillium flexipes</i>	drooping trillium	Forb	Perennial	Native	0	1
<i>Trillium recurvatum</i>	purple trillium	Forb	Perennial	Native	2	19
<i>Trillium sessile</i>	sessile trillium	Forb	Perennial	Native	38	11
<i>Trillium sp.</i>	trillium sp.	Forb	Perennial	Native	26	43
<i>Valeriana pauciflora</i>	large-flowered valerian	Forb	Perennial	Native	14	42
<i>Verbesina alterniflora</i>	wingstem	Forb	Perennial	Native	15	34
<i>Viola palmata</i>	three-lobed violet	Forb	Perennial	Native	5	15
<i>Viola pubescens</i>	yellow violet	Forb	Perennial	Native	1	10
<i>Viola sororia</i>	blue violet	Forb	Perennial	Native	226	221
<i>Viola sp.</i>	violet sp.	Forb	Perennial	Native	27	31
<i>Viola striata</i>	cream violet	Forb	Perennial	Native	23	50

107

108 Notes:

109 ¹ Morphospecies that could not be identified to at least the genus level are not included.

110 ² Gram. = graminoid, i.e. grasses and sedges

August 22, 2017

Distinguished Park Board Commissioners,

My name is Michael Enyeart. You received an e-mailed letter from me on August 10 that critiqued the Griffy Nature Preserve (GNP) deer fiasco, which is enclosed with this document, along with my comments to City Council two years ago.

I know from research of primary documents relating to GNP, that some members of this board have diligently served our community for many years. I respectfully suggest to you today, that no past or future board decision that you will make, will have a greater impact on the ecology, than the decision that you will make concerning the Environmental Resources Advisory Council (ERAC) recommendation before you today.

It seems obvious that my August 10th letter contradicts the July 14 letter from ERAC. As you weigh these irreconcilable letters, please remember an old trial lawyers' adage: *"When the facts are on your side, pound the facts. When the law is on your side, pound the law. When neither is on your side, pound the table."* ERAC in chorus with Indiana University Research and Teaching Preserve (IURTP) is pounding the table, while I have both the facts and policy (law) on my side.

What are the facts?

1. The previous deer cull failed. I publicly predicted that failure several months in advance, based on my observation of unusually low deer census in GNP. Over the past 30 years, I have over 9,000 hours experience hiking and observing Griffy woods.
2. In this room, about 2 years ago, IDNR wildlife managers stated that negative effects of deer over population becomes problematic when deer census reaches 50-70 deer per square mile. The Deer task force reported that "The work of scientists at the IU Research and Teaching Preserve indicates that the deer population at the Griffy Woods is far higher than comparable forests in the region – as much as 13 times greater." (p.iii) When we do that math, 13 times x 50 deer per sq. mile x 1.7 sq. miles, we find that the deer task force and IURTP are suggesting that there are over 900 deer in GNP. Is that credible?
3. I reported to you based on observation during ideal conditions, that there were 28 deer in GNP that year. That census is below normal for this type of environment.
4. The deer task force wrote, "Excessive deer browsing poses the possibility of producing an alternate stable state - a condition in which a forest would never return to its natural state, even if browsing pressure were diminished by a permanent reduction of deer densities." Is that hyperbole credible? In contrast, we know that Griffy woods was destroyed by clear cutting before 1900, and what we see today is the woods slowly recovering in sucessionary phases.

What is the status quo of GNP management policy / philosophy?

In the *Baseline Environmental Survey: Griffy Reservoir, 1982*, SPEA's John Thiele reported, that GNP operates under the practice of passive management. Thiele wrote, "As a rule, the less done to the Griffy property, the better." (p.12) Thiele also wrote "Most of the area was timbered and completely treeless at the turn of the century [1900]. This healthy regrowth is a sterling example of what total neglect can do for the return of a natural environment." (p.11)

Frankly, I don't care if you shoot the deer or not. Deer are shot there all the time. But, I warn again that this deer cull will fail too, because of low deer census, and I wonder what nutty excuse will be offered this time to cover-up the second public humiliation?

Perhaps instead of using the "shoot first, provide excuses later" technique, you might count the deer, by aerial survey. Several firms offer this service. Two years ago, you were permitted to shoot 100 deer. That was more than three times the deer you had in GNP! I'll hold my jokes on that for another time and place.

Now let me be very serious. It's far more important to me, and I think to the community, that the request before you to change the policy of GNP woods from passive management to active management, is proceeding without any debate or discussion of this huge decision. To me, changing the management philosophy of the woods to active management seems a betrayal of trust and precedence.

Let me emphasize this point: **The ERAC letter lays bare that the Parks and Recreation department is planning a drastic change of GNP management philosophy, which has served the community well, since the city first owned the property. *There has been little or no real debate of that issue.***

Conclusions

If you abandon passive management, there will be no end to escalating active management demands on an ad-hoc basis, and no end to community outrage, such as the next deer cull failure.

These woods have been well managed by nature for over a century. As a case in point: I observed that when the deer population was much larger, say circa 2010, drought and disease, together with human and coyote predation, collapsed the deer population to a new normal.

Thiele concluded his paper with this observation: "Environmental factions within the community are known for their watchdog qualities and their genuine interest in quality control of development of the fortunate natural environment that surround them and the rest of the community" (p.14). I support the status quo reported by Thiele concerning GNP.

I confess bias from my mystical experiences in Griffy woods. Griffy woods is my Walden pond. Now, in the spirit of Henry David Thoreau, I beg you to save GNP from those who want to micromanage its flora and fauna.

We should trust and observe nature's processes. After all, isn't that the purpose of a nature preserve? I am simply asking for "due diligence." Please count the deer.

The verdict and judgement are in your hands. Please table this request and order an aerial survey this Winter, using an independent firm. Thank you for letting me plead my case.

3030 Russell Road
Bloomington Indiana 47408
August 9, 2017

Board of Park Commissioners
c/o Director Paula McDevitt (via e-mail to mcdevitp@bloomington.in.gov)
401 N. Morton street, Suite 250
Bloomington, IN 47404

Dear Mr. Coyne, Ms. Fawcett, Dr. Hoffmann, and Ms. Mills,

I am writing you about the proposed deer cull in Griffy Nature Preserve (GNP). I have lived in the heart of Griffy woods for about thirty years and I hike it for an hour almost every day. Thus, I have over 9,000 hours experience in these woods and with its deer population. I am an experienced hunter and I understand deer sign.

Two years ago I publicly predicted that the deer cull would fail, due to decreased deer census from disease and predation. As we all know, the cull failed. We were told the reason the cull failed was because of the acorn crop. That excuse is literally nuts. Professional sniper teams, using bait, high power rifles with night optics, and shining blinding lights to freeze the deer at night, could not kill a single deer.

After that failure, GNP had snow on the ground for six weeks in February and March. I then surveyed the entire GNP deer population, using a dog, snow contrast, and tracks. There were 28 deer in GNP. Deer population is up slightly this year, but it is below historic average. There is not an over population of deer in GNP today.

How can we reconcile this "ground truth" with the finding of the Environmental Resources Advisory Council (ERAC)? ERAC is serving special interests. I don't doubt that some ERAC members are well meaning, but they are being misled.

Analysis

All deer experts agree that deer prefer "edge habitat" (woods next to fields). But, Griffy Nature Preserve (GNP) consists of woods and a lake, and has very little edge habitat. The small amount of GNP edge habitat is located along the Meadowood retirement campus and west of Dunn street (Blue Ridge subdivision).

In stark contrast, about a decade ago, IU developed a biology research and teaching park (IURTP), immediately adjoining the IU golf course. Today, IURTP buffers GNP from the edge habitat formed by the boundary of the IU golf course and IURTP woods. Turf grass is highly preferred by deer. So, IURTP provides perfect edge habitat AND many fields of premium groomed turf grass. As a result, most of the deer in greater Griffy woods are on IURTP property.

Rather than taking responsibility for their lack of foresight, site planning, and impotence in managing *their* deer, IURTP biologists (and their friends on ERAC) want Bloomington Parks

and Recreation department (P&R) to shoot the few deer in GNP to improve botany in IURTP. Dr. Shelton and Mr. Rollo publicly declared that they don't care how many deer there are. Just keep shooting them, until the plants "recover." But, it is common knowledge that many species consume plants, such as rabbits. Moreover, Griffy watershed has very thin soils, due to highly eroded geology and clear-cutting timber circa 1890. Farming failed there after the clear-cut. It will take centuries for nature to rebuild those soils.

Dr. Shelton's research does not justify a deer cull. Claiming otherwise is prostituting science. The "Shelton paper" did not *conclude* that there is an overpopulation of deer in Griffy woods. The paper abstract makes it clear that deer overpopulation was *assumed*. The Shelton study found no evidence of deer overpopulation on the IU property, and they did not study GNP at all. As pointed out above, GNP and IURTP ecosystems are vastly different because of edge habitat. There is no deer "browse line" in GNP. Hardwood saplings are bountiful. This is easily seen in Beech trees, which hold their leaves until Spring. There is a very healthy supply of Beech saplings at mid and higher elevations. (Oaks are also members of this Fagaceae biology family.)

Rather than doing their own investigation, or commissioning an independent review by disinterested experts, P&R seems thrall to ERAC biologists and wanna-be biologists. As a result, P&R and the good people of Bloomington are being bamboozled by IURTP and science is being prostituted by these biologists having vested interests. The IURTP "problem" (assuming it exists) is being transformed into GNP's problem, by perverting science. I know these are strong words, but that is what is happening.

If you want fact-based policy, I suggest that P&R do an actual survey in Winter to count the deer. White Buffalo offers a deer count service. It costs a few thousand dollars. The fact that we are not doing a direct measurement of deer population speaks to the lack of integrity of this process.

Both Thiele (1982) and Jones et al (1984) report (attached) that GNP operates on the principle of "passive management." Thiele wrote, "Most of the area was timbered and completely treeless at the turn of the century [1900]. This healthy regrowth is a sterling example of what total neglect can do for the return of the natural environment." (p.11)

Now a small gaggle of special interest biologists wants to change the passive management status quo to "active management." Where does that end? The Shelton paper noted that invasive plants grew at a rate of 30 times higher in the exclosures. Deer are doing a good job of culling invasive plants. I predict that if you kill the deer, the next budget request will be a campaign against invasive plants. But if you remove the massive brambles of multi-floral rose, you will destroy the ecosystem of ground-nesting neotropical birds. There will be no end to escalating active management on an ad-hoc basis.

Conclusions

This entire process has been tainted by special interests and misinformation. Prudence suggests that you hire a disinterested firm to count the deer in GNP this Winter. If you proceed with another deer cull, you will have another failure, because there are very few

deer in GNP today. A deer cull this year is doomed to fail and will be a public relations disaster for the Board of Park Commissioners.

You should appointment new members to ERAC and encourage them to operate under the status quo philosophy of passive management of GNP, together with an active surveillance program of deer census. Volunteer-based removal of some invasive species can continue, but it should be emphasized that invasive thorn brambles are sanctuary breeding areas of ground-nesting neotropical birds.

Thank you for considering this critique. I hope you find it useful in your deliberative process.

Respectfully,
Michael Enyeart



Thiele 1982.pdf



GNP Jones 1 of 2
text.pdf

April 9, 2014

Distinguished City Council Members and Community Neighbors

My name is Michael Enyeart and I live in the heart of Griffy Woods. I have hiked Griffy Nature Preserve (GNP) almost every day for over twenty years. Although I am not a Citizen of Bloomington, I appreciate the opportunity to address the Council.

I hunted in my younger days, beginning at age 12, and I'm not opposed to hunting GNP. But, I am opposed to a bunch of outside hired guns running rough shod in the woods, wasting meat, and receiving a big bounty. There are plenty of local hunters that would do the job if the City and Indiana Department of Natural Resources simply got out of the way. GNP is hunted now and has been for years. I say make it legal, liberalize the take, and be done with it. In the longer term, Indiana law should be modified to permit more liberal subsistence hunting. Landowners should contract, if they wish, with a pool of skilled and prequalified hunters to harvest deer.

I have read the legislative packet that proposes sharpshooting GNP deer, along with other documents such as the 2008 Griffy Lake Master Plan and the 2012 Deer Task Force (TF) Report. I oppose this ordinance on the following bases.

1. The proposed public policy will not be effective in achieving its stated goal. The City property, known as Griffy Nature Preserve represents only 22.8% of Griffy Woods (1,180 acres / 5,160). 56% of Griffy Woods is privately owned. Hunting 22% of the land will do little affect to deer population. The deer will respond to hunting pressure by moving to adjacent lands until the hunt ends. Every hunter knows this is true. Moreover, GNP is connected by "habitat corridors" to Illinois by Bean Blossom Creek, to Morgan County by State Forest and private forest tracts, to Brown County by Yellow wood and M-M tracts, and to Kentucky by Hoosier National forest. Killed deer will be quickly replaced via these habitat corridors.
2. The rationale for the ordinance is based on several major and many minor falsehoods including flawed scientific data. Your packet contains claims that "Griffy Woods is dying" and "deer densities may be 10-fold higher than in comparable surrounding areas." The science that estimated the Griffy Woods deer population is deeply flawed. This is because the scat sampling was weighted to the Indiana Creek (S. Griffy fork) ravine area. Virtually all Griffy Woods deer graze on the gourmet IU Golf course grass and thus scat daily in the sample area. Common sense informs us that similar adjoining habitats should have a similar deer density. It is laughably absurd to state, as the Deer TF report did, that the deer population is 13 times greater than similar properties. Moreover, it gives the appearance that reputable scientists in our community are beholding special interests when they sign a letter that made such an obviously false and unbelievable assertions, such as "no native hardwood trees are regenerating outside of deer exclosures."
3. These very scientists have a vested interest in reducing deer because they have stewardship of a large tract of Griffy Woods adjacent to the Griffy Nature Preserve. It's reasonable to assume that these biology department scientists and faculty want the deer population minimized to maximize the research value of the land that they manage. That's fine. So why are they not culling the deer on their land, rather than baiting the city to shoot animals in a *nature preserve*?

4. Sharpshooting is not a sustainable methodology and it is economic nonsense. The Task Force reports states "any deer reduction effort at Griffy requires maintenance to keep up with annual recruitment of deer and immigration from surrounding areas." Is the city prepared to fund sharpshooting in perpetuity? Even a *state agency*, which manages Brown County State Park, understood the folly of hiring sharpshooters when hunters do a fine job for free. The TF report clearly states that hunting is safe and is the most cost-effective means of deer removal.
5. Giving priority to culling rural deer rather than urban deer gives the appearance of political calculus. Making rural deer the priority suggests the possibility of a proxy hunt to placate residents of Bloomington, who are expressing legitimate concerns about the deer population in town. Surely the urban deer problem is much more significant to residents of Bloomington than rural deer. This one dimensional ordinance gives the appearance that because the city is unwilling to cull the deer in the city, the political solution became to shoot the deer that are not in the city. I understand that political leaders aspire to serve their community, but I fail to understand how this solves the problem that Bloomington residents are actually concerned about. It would be equally silly to shoot deer in Brown County Park to solve the Bloomington deer problem. Conflating urban and rural deer populations is intellectually dishonest and is a frivolous response to the real problem of urban deer. The City should deal with the urban deer problem as its first priority.
6. The urban deer problem is primarily caused by irresponsible oversight and development of Renwick and "Deer Park." Those deer should have been culled before construction was permitted, rather than chased off to adjoining neighborhoods. Unless this problem is addressed in the future with other urban wooded tracts, history will repeat.

The TF report states that that urban hunting is safe. If city government really wants to solve the problem it would recruit skilled hunters and connect these hunters with neighborhoods and city property owners. The deer TF reports states that bow deer hunting is currently legal within the city limits of Bloomington. So, why did the Deer TF report recommend that the city make a new ordinance to restrict deer hunting within the city? It appears to me that the solution is for neighborhoods to enter into private agreement with hunters to cull the deer.

City government is making the solution too complicated. Sharpshooting *Griffy Nature Preserve* deer will not be effective in achieving its stated goal. It will waste precious taxpayer money with no actual benefit. *Please continue to base public policy on truth.* It is not true that there is a crisis in Griffy Woods. I live in the heart of Griffy Woods. I have hiked GNP almost every day for many years. The deer-vehicle collision data in the TF report shows that deer population is not increasing in Griffy Woods. The deer population in Griffy Woods is not significantly different than similar areas of Monroe County, and it seems to be decreasing. That may be due to a vast increase of coyote in these woods. Last Spring I saw a pack of approximately 30 coyotes near the Lanam gate.

None the less, if you choose to proceed with a cull of Griffy deer, please consider an enlightened policy of engaging community hunters. I know many Democrats tend to fear guns because of violence in our society, but there is no rational basis to fear hunters in GNP. I hike GNP every day knowing that hunters are in the Woods. I admit that deer eat my yard plants as soon as we go on vacation every year. That's life. I can live with the deer and I wouldn't want to live anywhere else.

I urge further reflection and consultation on this proposed ordinance. There is no crisis today in Griffy Woods, unless you create one. Thank you for letting me address the Council.



Steve Cotter <cotters@bloomington.in.gov>

Griffy Deer Cull

2 messages

Tomhedges643@aol.com <tomhedges643@aol.com>
To: cotters@bloomington.in.gov

Tue, Aug 22, 2017 at 1:25 PM

Mr. Cotter,

I have a few questions/suggestions before the decision is made to contract professional hunters.

I would also like to add that I am for a cull if it is found to be warranted.

1. Have cameras been installed along game trails to help determine the size of the deer population? Have biologists and others visited Griffy during early morning and late afternoon hour to "scout" for deer as hunters normally do. Maybe some local hunters would be willing to do this to help sharpen their skills for the fall hunt.

If not, is this an appropriate approach before making the final decision to hire White Buffalo, Inc.?

2. Have you considered opening Griffy, on a lottery basis (as IN-DNR and other states do) to local bow hunters who may be interested in helping cull the herd?

If successful, they may be interested in donating part or all of their harvest to the Community Kitchen, Hoosier Hills Food Bank or other facility offering food to those in need.

Thanks for your time and consideration.

Tom Hedges
Sycamore Knolls resident

tomhedges643@aol.com

Steve Cotter <cotters@bloomington.in.gov>
To: Dave Williams <williamd@bloomington.in.gov>

Tue, Aug 22, 2017 at 1:44 PM

FYI

[Quoted text hidden]

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Natural Resources Manager
Bloomington Parks and Recreation
(812) 349-3736

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2016	2016	2016	2016	2017	2017	2017	
August 2017	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	August	to date	Budget	August	to date	change
General Fund								
Administration	648,362	798,040	580,358	72.72%	750,594	588,464	77.32%	1.40%
Health & Wellness	102,982	70,857	48,480	0.00%	105,197	68,104	46.08%	40.48%
Community Relations	398,972	360,703	227,030	62.94%	423,303	247,277	53.63%	8.92%
Aquatics	336,870	297,289	246,444	82.90%	330,688	245,338	74.19%	-0.45%
Frank Southern Center	346,391	304,193	175,494	57.69%	341,117	209,648	61.46%	19.46%
Golf Services	936,904	865,839	630,588	72.83%	885,638	636,403	71.86%	0.92%
Natural Resources	354,730	317,745	207,285	65.24%	370,961	214,970	57.95%	3.71%
Youth Programs	38,520	36,060	34,021	94.35%	59,844	35,663	59.59%	4.83%
TLRC	336,170	284,409	193,141	67.91%	282,216	188,996	66.97%	-2.15%
Community Events	355,578	319,994	220,265	68.83%	384,284	229,307	59.67%	4.11%
Adult Sports	297,187	264,499	180,330	68.18%	288,431	179,774	62.33%	-0.31%
Youth Sports	282,128	235,235	170,301	72.40%	267,398	191,807	71.73%	12.63%
BBCC	277,467	261,400	200,964	76.88%	304,977	208,640	68.41%	3.82%
Inclusive Recreation	94,372	69,226	50,727	73.28%	72,632	53,946	74.27%	6.35%
Operations	1,397,965	1,367,298	914,404	66.88%	1,546,438	935,218	60.48%	2.28%
Landscaping	279,879	229,642	155,638	67.77%	283,362	151,026	53.30%	-2.96%
Cemeteries	181,065	156,776	107,791	68.75%	173,285	109,046	62.93%	1.16%
Urban Forestry	359,388	325,950	220,919	67.78%	400,381	259,339	64.77%	17.39%
General Fund total:	7,024,932	6,565,155	4,564,179	69.52%	7,270,746	4,752,969	65.37%	4.14%
Non-Reverting Fund								
Administration	24,500	7,223	7,124	98.63%	27,640	2,508	9.07%	-64.79%
Health & Wellness	2,596	768	706	91.88%	1,914	685	35.77%	-3.01%
Community Relations	0	137	82	59.70%	4,650	465	10.00%	0.00%
Aquatics	74,491	61,780	60,381	97.74%	64,433	37,623	58.39%	-37.69%
Frank Southern Center	63,230	84,289	37,180	44.11%	94,423	37,549	39.77%	0.99%
Golf Services	125,465	106,010	98,340	92.77%	126,105	80,781	64.06%	-17.86%
Natural Resources	15,992	20,643	19,332	93.65%	50,992	19,212	37.68%	0.00%
Youth Programs	151,153	172,903	119,033	68.84%	178,521	133,096	74.55%	11.81%
*TLRC - day to day	419,054	426,234	397,583	93.28%	970,663	402,848	41.50%	1.32%
Community Events	180,489	165,857	111,500	67.23%	190,881	113,578	59.50%	1.86%
Adult Sports	282,621	244,073	176,398	72.27%	230,225	127,590	55.42%	-27.67%
Youth Sports	18,356	13,697	11,387	83.13%	26,845	11,027	41.07%	-3.17%
BBCC	21,963	61,163	39,621	64.78%	25,403	32,652	128.53%	-17.59%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	28,000	17,250	1,291	7.48%	19,195	55,852	290.97%	100.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	14,800	7,540	7,014	93.02%	14,800	25,536	172.54%	0.00%
Landscaping (CCC Prop.)	0	0	8,308	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	2,800	9,816	0	0.00%	4,450	1,246	27.99%	0

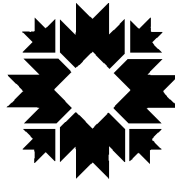
REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues August 2017								
	2016	2016	2016	2016	2017	2017	2017	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	<u>Budget</u>	<u>for year</u>	<u>August</u>	<u>to date</u>	<u>for year</u>	<u>August</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	5,690,177	5,820,314	5,820,314	100.00%	6,030,050	6,030,050	100.00%	3.60%
Administration	1,000	1,095	831	75.92%	500	1,526	305.14%	83.49%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	142,000	172,401	166,213	96.41%	153,500	188,811	123.00%	13.60%
Frank Southern	188,000	205,655	125,410	60.98%	219,900	112,142	51.00%	-10.58%
Golf Services	561,000	513,807	407,102	79.23%	568,500	418,330	73.58%	2.76%
Natural Resources	0	-11		0.00%	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	11,030	95.54%	10,700	11,970	111.87%	8.52%
Adult Sports	79,000	72,075	72,075	100.00%	78,000	63,772	81.76%	-11.52%
Youth Sports	40,000	29,565	22,550	76.27%	33,900	26,045	76.83%	0.00%
BBCC	10,000	13,389	9,388	70.11%	12,000	7,349	61.24%	-21.72%
Operations	0	1,622	926	57.11%	0	25	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	27,300	34,225	25,525	74.58%	39,700	20,083	50.59%	-21.32%
Urban Forestry	0	0	0	0.00%		0	0.00%	0.00%
Subtotal Program Rev	1,058,425	1,055,131	840,814	79.69%	1,116,700	850,052	76.12%	1.10%
General Fund Total	6,748,602	6,875,445	6,661,128	96.88%	7,146,750	6,880,102	96.27%	3.29%
Non-Reverting Fund								
Administration	41,550	40,249	26,888	66.80%	40,650	23,513	57.84%	-12.55%
Health & Wellness	3,550	1,367	1,105	80.86%	3,550	1,393	39.23%	26.01%
Community Relations	2,000	2,113	1,000	47.34%	4,650	2,000	43.01%	0.00%
Aquatics	117,000	120,678	117,861	97.67%	126,373	111,661	88.36%	-5.26%
Frank Southern	129,000	138,537	40,552	29.27%	153,400	38,642	25.19%	-4.71%
Golf Services	153,000	151,474	103,908	68.60%	151,300	111,738	73.85%	7.54%
Natural Resources	59,200	78,233	66,600	85.13%	58,525	61,198	104.57%	-8.11%
Youth Programs	158,400	208,903	191,900	91.86%	189,866	180,657	95.15%	-5.86%
*TLRC -Operational	770,229	750,635	491,988	65.54%	782,329	496,698	63.49%	0.96%
Community Events	171,656	192,373	145,269	75.51%	191,760	159,531	83.19%	9.82%
Adult Sports	281,000	251,616	241,627	96.03%	216,500	135,227	62.46%	-44.03%
Youth Sports	26,800	23,610	22,695	96.12%	25,000	21,301	85.20%	-6.14%
BBCC	27,620	65,764	30,672	46.64%	29,420	23,447	79.70%	-23.55%
Operations	30,700	132,036	115,225	87.27%	51,640	44,712	86.58%	-61.20%
Dog Park	400	0	0	0.00%	400	0	0.00%	-100.00%
Switchyard (CCC Propt)	82,800	71,236	49,586	69.61%	82,800	58,582	70.75%	18.14%
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	6,271	60.07%	9,300	1,559	16.77%	-75.13%
N-R Fund subtotal:	2,063,805	2,239,261	1,653,146	73.83%	2,117,463	1,471,858	69.51%	-10.97%
Other Misc Funds								
G14006 Out-of-School Prg						20		
G14007 MCCSC 21st Com			15,873		60,000	21,410		
G14009 Summer Food Grant			16,145		13,744	19,059		
G14004 Tree Planting								
Kaboom Play Everywhere			500					
Urban Forestry EAB								
Wapehani Mitigation I69			4,786			32,468		
Griffy LAE Veg. Mgt						14,453		
G15008 Leonard Spring						0		
G15009 Griffy Nature Days			4,484			4,939		
(902) Rose Hill Trust			118			262		
Banneker Nature Days			4,340			0		
Nature Days Star			0			4,340		
Other Misc Funds total:	0	0	46,247		73,744	96,951		
TOTAL ALL FUNDS	8,812,407	9,114,706	8,360,521	91.73%	9,337,957	8,448,911	90.48%	1.06%
*BACC/Proiect School has been combined with TLRC								

	Non-Reverting Cash Balances	1	2	3	4	5	6	7
		Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
		Balance	as of	Misc.	as of	from	Revenue	Balance
		1/1/2017	9/11/2017	revenue	9/11/2017	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	167,806.40	23,608.37		2,508.17		21,100.20	188,906.60
181001	Health & Wellness	5,427.77	1,392.50		796.59		595.91	6,023.68
181100	Community Relations	33,354.04	2,000.00		465.00		1,535.00	34,889.04
182001	Aquatics	314,716.56	112,695.11		37,806.33		74,888.78	389,605.34
182500	Frank Southern Center	125,817.03	39,293.78		38,434.35		859.43	126,676.46
183500	Golf Course	142,842.77	114,693.43		88,186.43		26,507.00	169,349.77
184000	Natural Resources	201,976.15	62,888.77		20,372.37		42,516.40	244,492.55
184500	Allison Jukebox	150,115.61	181,333.92		133,354.44		47,979.48	198,095.09
*185000	TLRC	(276,450.63)	461,481.72		839,617.63		(378,135.91)	(654,586.54)
**185009	TLRC Reserve	481,174.15	51,406.25		0.00		51,406.25	532,580.40
186500	Community Events	422,999.89	161,909.87		121,254.42		40,655.45	463,655.34
187001	Adult Sports	90,353.49	135,663.12		142,778.86		(7,115.74)	83,237.75
187202	Youth Sports	97,846.16	25,050.74		16,679.67		8,371.07	106,217.23
187209	Skate Park	543.88	0.00		0.00		0.00	543.88
187500	Benjamin Banneker Comm Cente	41,422.47	23,469.43		34,112.77		(10,643.34)	30,779.13
189000	Operations	136,191.07	45,266.12		55,852.25		(10,586.13)	125,604.94
189005	Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
189006	Switchyard Property	189,641.25	60,632.00		25,960.23		34,671.77	224,313.02
189500	Landscaping	12,704.36	0.00		0.00		0.00	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
189503	Urban Forestry	6,304.27	1,559.40		1,245.60		313.80	6,618.07
10002.01	Change Fund	0.00	0.00		0.00		0.00	0.00
201-24105	Deposits	0.00	0.00		0.00		0.00	0.00
	TOTALS	2,352,277.48	1,504,344.53	0.00	1,559,425.11	0.00	(55,080.58)	2,297,196.90
								(55,080.58)
								INCREASE/DECREASE FOR THE CURRENT

*combined TLRC Fitness 5002 with all other TLRC programs

**Project School Revenue moved to TLRC Reserve

**\$9,600 for BBC wall design fees - 2016 expense



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-4
Date: 9-19-17

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Mark Marotz
DATE: September 19, 2017
SUBJECT: Staff Introduction

Background

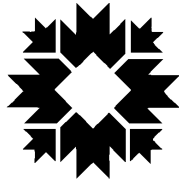
My name is Mark Marotz and I have been working full time for Bloomington Parks and Recreation for 3 weeks as the Operations Superintendent.

I join the Parks and Recreation team from Menards where I served for 18 years working in 3 different states at 4 different locations. I most recently served at the Bloomington location the last 4 years as the general manager relocating from Fond du Lac Wisconsin. As the general manager of Menards I managed the daily operations of 200+ team members in 8 different sales departments and 2 supporting departments.

I'm very excited about having the opportunity to work for the City of Bloomington's Park and Recreation department which provides our community with the kinds of parks and trails they deserve.

RESPECTFULLY SUBMITTED,

Mark Marotz



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-4
Date: 9/14/2017

Administrator
Review\Approval
PM

TO: Board of Parks Commissioners
FROM: **Hannah Brock**
DATE: **September 11, 2017**
SUBJECT: **Staff Introduction**

Background

Hello, my name is Hannah Brock and I have been working part time for Bloomington Parks and Recreation for a year in various positions. My most recent position being Assistant Director of Kid City Summer Camp. I am excited to be joining the Parks and Recreation department as a full time employee and am proud to announce that I have officially accepted the position of Community Events Specialist.

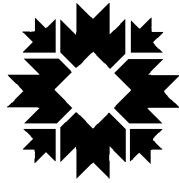
I come to the Parks and Recreation Department from North Carolina where I worked as an Intern, Sales Associate, and most recently Assistant Manager for a Rental/Retail Company on Bald Head Island for two years. In my past positions with the Bloomington Parks and Recreation Department I have progressed from Griffy Lake Boat House Leader, Community Events Leader, Assistant Director of Kid City, to finally my current title as Event Specialist. Each of my previous positions within the department have challenged me, and aided in my growth as a young recreation professional and I am thankful for these opportunities. I have lived in Bloomington for a little more than a year, and I have grown to love and cherish it greatly in that short time.

I am excited to work for the City of Bloomington's Parks and Recreation department which goes above and beyond to create positive memorable experiences for our community through a vast array of events, programs, parks, and facilities.

RESPECTFULLY SUBMITTED,

Hannah M. Brock

Hannah M. Brock
Community Events Specialist



CITY OF BLOOMINGTON
parks and recreation
STAFF REPORT

Agenda Item: B-4
Date: 9/19/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen
DATE: September 19, 2017
SUBJECT: STAFF INTRODUCTION

Background

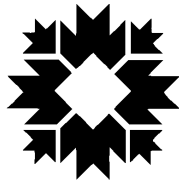
Hello, my name is Sarah Owen and I was recently given the honor of becoming a part of the Bloomington Parks and Recreation Department. In my role as the Community Relations Coordinator, I am able to witness firsthand our local citizens' expressed commitment to the city of Bloomington, both to its green spaces and to its programming.

My professional work experience to this point has centered on what I believe to be essential services to our community. I have previously worked as a program coordinator for Hoosier Hills Food Bank, an emergency case worker for the Perry Township Trustee's Office, and most recently as an outpatient counselor for Amethyst House. Now, in my new role with Bloomington Parks and Recreation, I can state with conviction that I am continuing to work for services essential to the community.

Though I was born in Indianapolis, I relocated to Bloomington when I was seven years old and I proudly consider it my hometown. I am grateful to Bloomington for providing an enriching environment while I was growing up here, and working for the city has been a personal goal of mine for quite some time. I welcome this opportunity to act as a civil servant and to now give back to the local community. Thank you.

WITH GRATITUDE,

Sarah Owen
Community Relations Coordinator



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-4
Date: 9/8/2017

Administrator
Review\Approval
PM

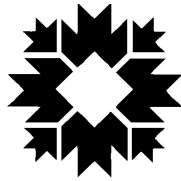
TO: Board of Park Commissioners
FROM: Kiran Singh, Market/Garden SPEA Fellow
DATE: September 19, 2017
SUBJECT: **INTRODUCTION OF KIRAN SINGH**

Background

Kiran Singh is a dual MPA and MSES student in her first semester at SPEA, concentrating in water management. Kiran hails from Port Orchard, Washington, where her family still lives. She received her BA from Oberlin College in environmental studies and geology. Soon after graduation she moved to Butte, Montana to serve as an Americorps Energy Corps Volunteer at the National Center for Appropriate Technology. After her service, Kiran stayed on at NCAT as an Energy Analyst for one and a half years, and then moved back to Washington. She worked for one year for the Tacoma-Pierce County Health Department's Environmental Health Division before departing for Peace Corps service. Between June 2015 and July 2017, Kiran served as an Environmental Action and Food Security Agent in Togo, West Africa where she worked on gardening, reforestation and environmental education projects. Kiran is very excited to continue working on food security issues with the City of Bloomington as a SPEA Service Corps Fellow. In her spare time, she enjoys baking, hiking, and collecting houseplants.

RESPECTFULLY SUBMITTED,

Kiran Singh, Market/Garden SPEA Fellow



**CITY OF BLOOMINGTON
parks and recreation**

STAFF REPORT

Agenda Item: C-1
Date: 9/19/2017

Administrator
Review/Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Director
DATE: September 19, 2017
SUBJECT: **REVIEW/APPROVAL OF 2018 PROPOSED GENERAL FUND BUDGET REQUEST**

RECOMMENDATION

It is recommended the Board approve the proposed 2018 City of Bloomington Parks and Recreation General Fund Budget Request and Program Units as attached.

BACKGROUND

The 2018 Parks and Recreation General Fund budget request and revised program unit structure reflect ongoing changes in service provision and true cost allocations by activity and program unit. A “bottom-up” process has incorporated input from staff specialists, supervisors, managers and division directors. The 2018 budget was developed using a “zero based” budget model. This model assesses the costs of every department service using no previous budget history and building a budget based on the needs for each service delivered.

The Parks and Recreation budget request is comprised of the parks general fund, which you have in the form of budget worksheet requests, the parks non-reverting fund and grant funds.

Attached, please find the line item budget depicting expenses by category. In addition, a power point presentation will be presented at the meeting highlighting the details of the budget.

Respectfully Submitted,

Paula McDevitt, Director



Memorandum

To: Members of the City of Bloomington Common Council
From: Paula McDevitt, Director, Parks and Recreation Department
Date: August 10, 2017

This memo accompanies the proposed 2018 budget for the Parks and Recreation Department.

Why We Exist

The Parks and Recreation Department strives to provide the highest quality of parks, recreation services and greenspace to enhance the quality of life in our community.

2017 Budget Goal Update

Administration

- Administration implements policy as set forth by the Board of Park Commissioners. Under the direction of the Department Director, Directors manage Recreation Services, Sports, and Operations and Development. The Office Manager and Customer Service staff provide financial and clerical support for all activities.
 - Provide customer service and process 9000 transactions for program registrations, shelter rentals, and refunds through RecTrac 3.1 software update.
 - ✓ Core group established and preparing migration plan.
 - ✓ Migration of RecTrac Database Test Upgrade
 - ✓ Test Upgrade installed on server.
 - ✓ Received three hour Navigational Training via WebEx session
 - In house training scheduled for week of August 14, 2017
 - Upgrade scheduled for September 18, 2017

Community Relations

- Community Relations develops and implements effective communication and marketing strategies for all Parks and Recreation programs, including the provision of high quality graphic design and consistent branding. Community Relations is responsible for generating revenue to support Department programs through the promotion of memberships, events and services; the sale of advertising and rental space at department facilities; and the acquisition of sponsorships and donations. This program unit also recruits, tracks, and assigns community volunteers who

contribute to the Department's mission by assisting in a variety of program areas across divisions.

- Produce and distribute 40,000 program guides three times per year.
 - ✓ Printed 38,000 program guides for January-April 2017 program season.
 - ✓ Mailed 32,000 guides and distributed an additional 6,000 guides at 15 different public buildings and business locations throughout the city.
 - ✓ Printed 35,000 program guides for May-August 2017 program season.
 - ✓ Mailed 32,000 guides and distributed an additional 6,000 guides at 17 different public buildings and business locations throughout the city.
- Generate a 15% increase in the Parks Partner advertising program to generate \$110,000 in sales.
 - ✓ Obtained 7 new Park Partners in the first quarter of 2017. These new participants in the Park Partner program contributed a total of \$4,350 to the Department.
 - ✓ Renewed an additional 20 different sponsors and advertisers during the first quarter for a total of \$15,000
 - Continue to address challenges of losing several major partners at the TLRC in 2016 and 2017, including Smithville, Stephens Honda, Jellystone Park at Lake Monroe, and a significant reduction in advertising by IU Health.
 - ✓ Second quarter sales efforts were focused on acquiring sponsors for the Performing Arts Series and the 50+ Expo. Nearly \$8,000 in advertising sales were collected in the second quarter, with three new businesses on board as advertisers. Three businesses renewed their advertising contracts. Total program sponsor and ad sales income in the second quarter was \$44,000.
- Improve the program registration process through the RecTrac software upgrade in order to gather and utilize user statistics to develop the best possible message for target audiences.
 - ✓ RecTrac upgrade is scheduled to take place in fall of 2017.
 - ✓ The City's ITS Department launched the new City Web site on June 14. The new site features customer-friendly categories and a robust search feature. The new site utilizes PROMT to populate the Web site and to drive registration traffic through WebTrac and GolfTrac. Vermont Systems is scheduled to upgrade the RecTrac registration system in August.
- Recruit, track, and train 1780 volunteers for 9370 hours of service that enhances the Department's ability to care for public resources and provide quality programming.
 - Between Jan. 1 and June 23, the Parks and Recreation Department hosted 1,897 different community volunteers, who have contributed a total of 1,974.3 hours to benefit Department programs, parks and facilities.

Health and Wellness

- The Health and Wellness area provides opportunities through programs, events and partnerships to encourage physical activity, to communicate the benefits of healthy choices and to promote department resources which support healthy lifestyles
 - Implement the Girls on the Run Program at two elementary schools in the fall for 50 participants.
 - Finalizing the partnership agreement to go to the November Parks Board meeting for approval to begin the program in early 2018.
 - Reduce the percentage of obesity for children and adults in Monroe County from 21% to 20% due to implementation of the Community Health Improvement Plan (nutrition and physical activity community partnership interventions)
 - ✓ The Chronic Disease task force, for the Community Health Improvement Plan, has put together goals and objectives to learn more about comorbidities surrounding obesity.
 - The Chronic Disease Task Force (part of the overall Community Health Improvement Plan) is putting together an evaluation for preschools and daycares to complete in order to determine their health and wellness needs and researching grant to would assist in community efforts to address the reduction of obesity.
 - Work in partnership with IU Health Bloomington, Monroe County YMCA, Riley Physicians Indiana University Health, IU School of Public Health, MCCSC and RBB to facilitate the G.O.A.L. Program's (Get On Board Active Living) 3 cohorts with 15-20 youth participants and their families per cohort.
 - ✓ The 20th cohort of GOAL held January 2017-April 2017 had 10 youth participants complete the program along with their families.
 - ✓ The 21st cohort of GOAL held April 2017-July 2017 had 9 youth participants attending the program along with their families
 - The 22nd cohort of GOAL is set for August-November 2017.

Aquatics

- Aquatics program area plans, coordinates, and facilitates recreational swimming, formal lessons, private rentals, special group use and advanced aquatic safety training for the community. It operates out of Bryan Pool and Mills Pool.
 - Provide recreational swimming from Memorial Day to Labor Day for approximately 55,000 patrons at Bryan Pool and 21,000 at Mills Pool.
 - Bryan: 16,498 and Mills: 7,562 (May – June - 2nd quarter)
 - Final data available 3rd quarter
 - Provide swimming lessons for approximately 550 participants during the season.
 - 182 participants.
 - Final data available 3rd quarter
 - Service at least 30 private pool rentals during the season.
 - To date: 4 pool rentals
 - ✓ Final data available 3rd quarter

Health and Safety

- Provide training and certifications for full-time and part-time staff that work for the department.

- Train 300 staff members in First Aid, CPR and AED's.
 - 165 year to date
- Provide over 600 hours of aquatic training for our aquatic staff.
 - ✓ 1,077 hours of training has been completed with aquatic staff.

Frank Southern Center

- Frank Southern Center provides recreational and organized ice skating to ice enthusiasts from Bloomington and surrounding communities from October through mid-March.
 - Provide group skating lessons to over 600 participants.
 - 562 participants year to date
 - Sell and provide ice time to organizations in excess of 500 hours during the ice season.
 - 386 hours year to date
 - Provide house hockey for over 135 children in the community.
 - 124 participants year to date
 - Make available public skating times for community members for at least 300 hours seasonally.
 - 127 hours year to date

Golf Services

- Cascades Golf Course is a 27-hole golf facility including a driving range, practice greens and clubhouse that facilitates affordable golf play and programs.
 - Increase the number of rounds from 23,000 to 24,500 while maintaining the most affordable green fees in the area.
 - ✓ 1/1/2016 - 6/30/2016 Rounds played - 10,877
 - ✓ 1/1/2017 - 6/30/2017 Rounds played - 10,847
 - Increase sales of season pass holders from 321 to 340
 - To date 231 season passes have been sold. (2016 total was 241)
 - Increase the number of golf leagues from 8 to 10
 - 7 leagues are currently playing
 - Provide a practice facility for over 3,500 golfers.
 - 2300 to date

Natural Resources

- The Natural Resources area enhances and protects natural areas managed by the Parks and Recreation department including Griffy Lake Nature Preserve, Wapehani Mountain Bike Park, and Leonard Springs Nature Park, while providing appropriate outdoor recreational and educational opportunities in these areas for all ages in the community.
 - Facilitate environmental education programming for all MCCSC 4th and 6th grade students and for 500 local children during the summer.
 - ✓ 786 4th grade students and 748 6th grade students attended during spring semester
 - Summer programming has been provided for 581 children

- Provide boat rental opportunities for 5,000 boaters at Griffy Lake from April through October.
 - 98 personal boat permits, 570 personal boat launches, and 4,048 boat rentals.
- Conduct monthly water sampling at Griffy Lake to provide water quality reports and provide data for IU SPEA as a part of their research into the impacts of the extended draw down of the lake for the 2013 dam repairs.
 - Data and samples have been collected four times to date.
- Install 2000 native plantings at Miller-Showers to improve habitat and curb appeal.
 - 402 plants (294 plugs and 108 4" pots) have been planted at Miller Showers
- Establish pollinator habitat at Olcott Park in the mowing reduction areas
 - ✓ Location moved to Goat Farm.
 - The 5-acre Goat Farm Prairie planting will occur in the fall to improve the likelihood of successful establishment.

Youth Services

- The Allison-Jukebox is a multi-purpose community center that facilitates Kid City summer camp program and a variety of classes and programs throughout the year. The facility can be rented for private groups or Parks department partners
 - Manage three program partnerships and 50 hours of facility rentals.
 - ✓ Jazzercise has met 38 times. Rentals have been limited to Jazzercise while the building has been under construction
 - ✓ Three partnerships have received park board approval and are being implemented.
 - ✓ The AJB has had 55 hours of rentals
 - Offer full day programming to 40 elementary age school children when the public schools are not in session during the school year
 - January Break Days served an average of 41 campers, Spring Break Days served an average of 46, and May Break Day served 38.
 - Provide a summer camp to 85 participants per week for 9 weeks that allows children to explore their community, develop leadership skills and develop healthy active lifestyles.
 - ✓ Served an average of 67 Kid City campers/week.
 - ✓ Served 13 campers per Ivy Tech College for Kids and Ivy Arts for Kids partnership

Twin Lakes Recreation Center

- Operate a 100,000 square foot indoor fitness and sporting facility offering all types of floor sports, artificial turf activities, leisure fitness, group fitness, and senior activities.
 - Increase membership from 818 to 849 members to remain competitive in the local fitness membership arena.
 - TLRC currently has 824 active members

- Plan and implement a three session youth basketball league for 520 participants per session.
 - ✓ Session One: 500 participants; Session Two: 387 participants.
 - Session Three: TBD in fall season
- Provide fitness classes for over 400 participants.
 - 223 participants (876 participations)
- Rent the artificial turf for 950 hours to maximize its use for all types of activities.
 - 576 hours year to date
- Facilitate basketball tournaments for a \$655,600 economic impact in the community.
 - \$450,000 year to date estimate

Community Events

- The Community Events area provides an eclectic mix of cultural and outdoor activities and year-round events to provide enjoyment, education, and a sense of community for the diversity of people in the community.
 - Reorganize the sponsorship program for the Performing Arts Series utilizing a tiered approach enabling sponsors increased benefits by increasing exposure from one to 14 concerts.
 - ✓ Created three tiers with escalating benefits.
 - Create and implement two new community wide events for 500 participants in the first quarter of 2017.
 - ✓ WinterFest was created and held in February. The event had 150 attendees.
 - ✓ Spring Fling was created and held in March. The event had 154 attendees.
 - Increase participation at Tuesday Market from 2300 to 2645.
 - 2074 participations to date
 - Increase the Prepared Food Vendors at the Saturday Farmers Market from 10 to 13 by adding 3 food trucks.
 - ✓ Three new food truck/push carts have been added.
 - Increase the number of households who use Market Bucks by 15% or 34 (225 in 2016)
 - 154 households to date
 - Increase the number of events at Market by adding one new event.
 - ✓ A new event has been added by Utilities on September 2.
 - Increase overall vendor capacity per week from an average of 84 vendors to an average of 90 vendors.
 - 93 average vendors per week to date
 - Sell out 170 garden plots at Willie Streeter Gardens leaving 10 spaces in remediation.
 - ✓ Sold 135 plots. Implemented include ½ price fees for remained of season.
 - Replace four raised beds at Streeter and add two to Butler.
 - Three have been added to Butler and three are complete at Streeter with more to be installed this fall.

- Increase garden class participations from 221 participants to 254 (15% increase) through the addition of three innovative topics including integrated pest management, and topics directly related to community gardening.
 - ✓ Four new classes were added in the spring 2017.
 - ✓ Three new garden classes were added to the Fall/Winter guide.

Adult Sports

- Plans, coordinates, and facilitates leagues and programs at Twin Lakes Sports Complex and Lower Cascades Ballfields.
 - Provide adult softball leagues for over 3,500 participants.
 - 2500 year to date.
 - Provide girls fast pitch leagues for over 150 participants.
 - ✓ League had a total of 123 participants
 - Provide fields for 310 practices and 2785 games
 - 750 practices; 650 games
 - Host tournaments and competitions that have a \$2,000,000 economic impact in the community
 - 10 tournaments scheduled
 - 12 one day competitions scheduled
 - Total of 26 days of rentals.

Youth Sports

- Plan, coordinates, and facilitates operations at Winslow Sports Complex, Olcott Park, and Bryan Park. These facilities host Bloomington Junior League Baseball, Senior Baseball, MCCSC, and other sporting leagues or groups.
 - Serve over 2,200 youth in the community.
 - Winslow 21,063 participations, BJLBA 450 registrations; MCSLBA 130 registrations; Olcott Park 4,082 participations; Bryan Park 3,744 participations
 - Maximize the use of multi-use fields for as many groups as possible including Jackson Creek Middle School Football, soccer practices and camp, and middle school lacrosse practices. Increase users groups from 6 to 10
 - Winslow (Bloomington Junior League Baseball Association, Monroe County Senior League Baseball Association, Bloomington High School Softball, Bloomington High School South Baseball
 - Olcott (Jackson Creek Middle School Football, Ultimate Frisbee, Kickball League, Lacrosse)
 - Bryan (Bloomington Junior League Baseball Association)
 - Facilitate youth baseball program for 725 participants.
 - ✓ Program had 520 participants

Banneker Community Center

- Benjamin Banneker Community Center offers year-round programs and services for citizens of all ages. The facility is available for rental to private groups or Parks Department partners.

- Increase the number of campers in the summer food service program from 80 to 90 targeting underserved areas in the community
 - ✓ Banneker Camp summer program has averaged 86 participants per day. Number is up by 10 participants when compared to the 2016 summer program.
- Increase the maximum number of the after school program from 50 to a maximum of 75.
 - ✓ Winter/Spring semester had 55 participants
 - ✓ Staffing for 60 participants in the fall semester
- Increase preschool/family programming including four new programs or 25% additional opportunities for passive play.
 - ✓ Goal achieved with monthly family events held in January, February, and March and April 7th.
 - Family Resource Center had hosted close to 1000 visitors to date.
- Increase the number teens to a consistent 30 teens in both after school and summers program.
 - ✓ The spring semester had two additional events increasing average attendance for the monthly programs to 54 participants.
 - ✓ 25 participants in the summer program

Inclusive Recreation

- Inclusive Recreation provides recreation services and programs for people with disabilities to facilitate participation in the most integrated setting, promoting interactions between individuals with and without disabilities in all Parks and Recreation programs.
 - Provide and promote inclusive recreation to a minimum of 15 participants with disabilities through the provision of accessible and inclusive programs and services for individuals with and without disabilities in cooperation with Parks and Recreation staff and community organizations
 - Currently have served 13 individuals with disabilities.

Operations Services

- Operations provides high quality resource protection, development, grounds maintenance, facility maintenance, repair, renovation, construction, landscaping, event setups, public safety and sanitation services for the property, equipment and facilities contained within 34 public parks and related public facilities and trails.
 - Provide essential operative services, preventive maintenance, preventive maintenance, grounds maintenance and repair to all parks, facilities, structures and equipment. The Master Plan Community Survey indicates that trails, large community parks, natural areas, small neighborhood parks, and playgrounds as the top 5 types of facilities used by residents. 78% of residents use the trail system and 72% use large community parks.
 - ✓ Implemented partnership agreement with Centerstone for contracted park maintenance crew, Operations Center back parking lot improvements, Repairs to split rail fencing at Schmalz, RCA & Upper Cascades Park
 - ✓ Camera installed in Peoples Park

- ✓ Building Trades Park Restroom Renovation: 2015 TIF Capital Imp. Project \$68,261
 - ✓ Memorial Bench purchase for Jackson Creek Trail
 - ✓ Downtown Tree Campaign-Completed installation of last (8) downtown trees & grates
- Maintain 2,343.5 acres of Department property.
 - ✓ Wood deck/foot bridge repairs made at Butler, Lower Cascades
 - ✓ Playground and Building Trades Park
 - ✓ Repairs to B-Line shade sail, shade benches at Skate Park and Sherwood Oaks Park
 - ✓ Lower CC's-cleaned out ditchline & made drainage improvements
 - ✓ Ferguson Dog Park-filled in holes in dog runs dropped (3) loads 1/4-minus in dog runs
 - ✓ Peoples Park-Removed (6) mural panels from Bicycle Garage W wall
 - ✓ Goat Farm-Fabricated & installed steel door for silo
 - ✓ City Hall-Aerated & over seeded
- Maintain 27 playgrounds.
 - ✓ Playground repairs made at Building Trades, Olcott, Lower Cascades and Butler Parks.
 - ✓ Refurbished playground surfacing at Lower Cascades, Park Ridge Park and Olcott Arch Swing.
 - ✓ Repairs to lights at Lower Cascades Playground
 - ✓ Lower CC's Playground: Removed existing playhouse & sandbox and installed new playhouse & play table \$6,828
- Maintain 7.5 miles of paved multi-use accessible trails, 9.25 miles of paved fitness/hiking/biking trails and 13.85 miles of unpaved fitness/hiking/biking trails.
 - B-line extension north to Fullerton Pike – in progress/conversation with County.
 - Brush removal for improved sight line on Clear Creek and Rail Trail
 - ✓ Clear Creek Trail-power washed bridge
- Represent the department on the newly formed Downtown Safety, Civility and Justice Task Force.
 - ✓ Complete
- Switchyard Park Project
 - ✓ 100% Design Development phase
 - 75% of Construction Documents phase by November 2017

Landscaping

- Landscaping services provide high quality landscape planting and maintenance services for publicly owned property, including parks, throughout the City of Bloomington in an ongoing effort to contribute to the appearance and beautification of the city. Maintain over 167,000 square feet of landscaping contained in over 360 landscaped beds. Plant and maintain 100 planters.

- Update the Landscaping Inventory to provide critical "institutional" knowledge for the City Landscaper and allows for accurate maintenance and purchasing estimates.
 - Hired Landscape Specialist in May to gather data and compile information.
- Remove 25% of invasive plant species as part of a four year plan and replace with native at all locations throughout the City (facilities, medians, trails, parks)
 - Ongoing- invasives removal has occurred at multiple locations. Native/pollinator gardens have been installed at the Showers Plaza, Monroe County Government Center, Bloomington Banquet sculpture, Parks and Recreation Operations Center, Courthouse Square, Kirkwood Avenue, Rose Hill Cemetery, WHB Park and numerous planters on the B Line and downtown.
- Build soil health in order to decrease fertilizer use and minimize pesticide usage.
 - Ongoing

Cemeteries

- Cemetery services administer and maintain the publicly owned Rose Hill and White Oak cemeteries which include, grave sites, mausoleums, monuments, statuary, and related structures on those properties
 - Rehab 30 of the original headstones out of 15,000 at both cemeteries.
 - Ongoing- Pursell Monuments completed Rose Hill restorations in May. Twenty-one headstones and one family pen were repaired.
 - Certify one (1) FT Staff member as a Certified Chemical Applicator Registered Technician.
 - ✓ COMPLETED March 2017- Landscaping & Cemeteries Working Foreman
 - Convert all invasive plantings to native to improve habitat and site appearance.
 - Soldier's Monument bed native installation was completed in June 2017. Diseased Colorado Blue Spruces have been removed, they will be replaced by native Eastern Red Cedars in the fall.

Urban Forestry

- Urban Forestry provides high quality urban forestry for publicly owned property, including parks, throughout the City of Bloomington in an ongoing effort to protect and enhance the urban forest, and contributes to the appearance and beautification of the City of Bloomington
 - Continue to maintain Tree City USA status for a 33rd year.
 - Application due in 4th Quarter
 - Provide urban forestry services at publicly owned to include 625 plantings (Parks 95, Street 530), pruning on 450 trees (Parks 30, Street 420) and 500 removals (Parks 75, Street 425)
 - Pruned 189 public trees (77 Park, 112 Street)
 - Posted 375 public trees for removal
 - Planted 279 public trees
 - Remove 150 Ash trees for Emerald Ash Borer damage
 - ✓ Removed 76 Ash trees to date

- ✓ Remove 74 by end of 2017

New Goals for 2017 Update

Park Bond

- 2017-2020 Park Bond: Complete \$6.9 million dollars in park projects at twenty four sites including:
 - ✓ Lower Cascades Ballfield shade structures
 - ✓ Mills Pool umbrella replacements – done
 - ✓ TRLC cardio equipment replacement - done
 - In Progress: Roofing project and limestone repair at Rose Hill Cemetery Cascades Golf Course Clubhouse; Zoysia fairway replacement; Frank Southern Center locker rooms and bleachers; Griffy Lake assessable fishing pier design; Winslow Sports Park irrigation and maintenance building fencing; Peoples Park site redesign; TLRC locker room design
- Switchyard Park –
 - Complete 100% Design Development phase - done
 - Complete 75% of Construction Documents phase by November 2017

2018 Activity Descriptions and Goals

Administration

- Administration implements policy as set forth by the Board of Park Commissioners. Under the direction of the Department Director, Directors manage Recreation Services, Sports, and Operations and Development. The Office Manager and Customer Service staff provide financial and clerical support for all activities.
 - Quarterly distribute customer service surveys, with an anticipated return of 18% and 80% customer service rating of “very positive”. Review and analyze returned surveys to assist in determining level of ongoing training required for customer service staff.
 - Update and replace existing audio/video equipment to provide department with essential tools necessary to conduct meetings, in services and staff training.
 - Manage additional staff hours, to assure staff continues to provide a high standard of customer service to community.
 - Conduct a work load analysis across all 4 divisions to plan for Switchyard Park impact on personnel and department resources.

Community Relations

- Community Relations develops and implements effective communication and marketing strategies for all Parks and Recreation programs, including the provision of high quality graphic design and consistent branding. Community Relations is responsible for generating revenue to support Department programs through the promotion of memberships, events and services; the sale of advertising and rental space at department facilities; and the acquisition of sponsorships and donations. This program unit also recruits, tracks, and assigns community volunteers who

contribute to the Department's mission by assisting in a variety of program areas across divisions.

- Apply for the 2018 Gold Medal Award through the National Recreation and Park Association
- Produce and distribute 40,000 printed program guides three times per year.
- Renew at least 80% of advertising contracts by current advertisers, and enroll five new advertisers in the Park Partner program.
- Utilize RecTrac software demographic information to segment participants and develop effective messaging to maintain current enrollment numbers in Kid City Break Days, and increase TLRC membership by 3%
- Maintain the current number of 1,700 individual volunteers who contribute to quality Department programs

Health and Wellness

- Health and Wellness area provides opportunities through programs, events and partnerships to encourage physical activity, to communicate the benefits of healthy choices and to promote department resources which support healthy lifestyles.
 - Plan, implement, and evaluate health/wellness programs for 150 children (1000 participations) attending Kid City, Banneker Summer Program and Banneker after school program.
 - Increase Bryan Park Kids Triathlon attendance from 23 to 35 participants
 - Increase Bloomington Walking Club attendance from 10 to 12 participants (weekly average)
 - Update 6 out of the 12 Jackson Creek B-Fit Videos
 - Conduct monthly community meetings for Action Communities for Health, Innovation, and Environmental Change (ACHIEVE) task force. Meetings will be used to develop studies and form focus groups to evaluate gaps and needs within specific indicators such as age, sex, and socio economic factors. Formulate a plan to address identified needs by the end of 2018.

Aquatics

- Aquatics program area plans, coordinates, and facilitates recreational swimming, formal lessons, private rentals, special group use and advanced aquatic safety training for the community. It operates out of Bryan Pool and Mills Pool.
 - Achieve over \$30,000 in gross revenue for Mills Pool with all categories combined.
 - Service at least 32 private pool rentals during the season
 - Serve 450 participants in the swim lesson program resulting in \$31,000 in revenue over the multiple sessions

Health and Safety

- This area is the training and certifications for our full-time and part-time staff that works for our department.
 - Train over 310 staff members in First Aid, CPR and AED's to meet risk requirements

Frank Southern Center

- Frank Southern Center provides recreational and organized ice skating to ice enthusiasts from Bloomington and surrounding communities from October through mid-March.
 - Provide group skating lessons to over 635 participants.
 - Sell and provide ice time to organizations in excess of 525 hours during the ice season. (445 hours from the 2016-17 season)
 - Provide house hockey for over 125 children in the community.(85 participants from the 2016-17 season
 - Make available public skating times for community members for at least 625_hours seasonally. (607 hours from the 2016-17 season)

Golf Services

- Cascades Golf Course is a 27 hole golf facility including a driving range, practice greens and clubhouse that facilitates affordable golf play and programs. (This site will be under new clubhouse construction and turf replacement on 9 holes during 2018)
 - Increase The First Tee camp participation by 10% - 15 more participants (2017 = 147, 2018 = 162).
 - Increase gross revenue for driving range by \$2,000 (500 more buckets sold for a total of 5000 buckets).
 - Maintain the number of season pass holders from 2017 to 2018 for zero change.
 - Limit loss of gross revenue for green fees and carts to 20%.

Natural Resources

- Natural Resources area enhances and protects natural areas managed by the Parks and Recreation department including Griffy Lake Nature Preserve, Wapehani Mountain Bike Park, and Leonard Springs Nature Park, while providing appropriate outdoor recreational and educational opportunities in these areas for all ages in the community.
 - Facilitate environmental education programming for all MCCSC 4th and 6th grade students and for 500 local children during the summer.
 - Provide boat rental opportunities for 5,000 boaters at Griffy Lake from April through October.
 - Conduct monthly water sampling at Griffy Lake to provide water quality reports
 - Complete accessible fishing pier at Griffy Lake
 - Improve access and organization of the Griffy Lake Boathouse parking lot
 - Expand north shoreline erosion control at Griffy Lake
 - Griffy Lake Nature Preserve Management - 10% increase in the mean heights of white baneberry, sweet cicely, jack-in-the-pulpit and recurved trillium within sample plots.
 - Improve pedestrian safety on Headley Rd.
 - Expand Lower Cascades bush honeysuckle project by 3 acres
 - Provide volunteer opportunities for 500 community members to maintain natural spaces.
 - Install 2000 native plantings at Miller-Showers to improve habitat and curb appeal.

Allison Jukebox Community Center/Youth Services -

- Allison-Jukebox is a multi-purpose community center that facilitates the Kid City summer camp program and a variety of classes and programs throughout the year. The facility can be rented for private groups or Parks department partners.
 - Continue improving the condition of the Allison-Jukebox Center with replacement of the large mat to increase rental appeal. Maintain a minimum of 2 ongoing rentals.
 - Move Kid City Break Day program to the Allison-Jukebox Center while maintaining enrollment of an average of 40 campers per session.
 - Increase Counselor In Training program from 7 participants to 10.

Twin Lakes Recreation Center

- Twin Lakes Recreation Center is a 100,000 square foot indoor fitness and sporting facility offering all types of floor sports, artificial turf activities, leisure fitness, group fitness, and senior activities.
 - Increase membership goal by 5% (\$290,000) over \$277,000 in 2016. (2016 active members 1013)
 - Provide fitness classes for over 400 participants (353 participants in 2016)
 - Save \$14K in utility costs due to led lighting, low flow plumbing fixtures, solar panels, and motion sensors)
 - Rent the artificial turf for 960 hours.
 - Host 17 facility rentals for events (gymnastics meets, basketball tournaments, lacrosse and boxing)

Community Events

- Community Events area provides an eclectic mix of cultural and outdoor activities and year-round events to provide enjoyment, education, and a sense of community for the diversity of people in the community.
Events:
 - Create and implement four pop up programs/events that can be marketed through social media. Program will be offered free of charge during first year, with the plan of finding a sponsor or in-kind donations for program supplies.
 - Work with the Community Relations Coordinator to create a year-long sponsorship plan that allows for more consistent and increased sponsorship dollars as well as a coordinated plan of businesses to target and outlines dates and needs.
 - Create two new community events that increase revenue and take advantage of national trends and community resources.

Farmers' Market

- Contract with a minimum of 120 farm vendors and 10 prepared food vendors to continue to bring in revenue to the market and provide a variety to the community.
- Meet Park Board established 95% cost recovery goal for the Market as a whole.

- During the first quarter, review the inheritance of Market points and make changes as necessary to the point system that allows the Market to best meet its mission of supporting small farmers.

Community Gardens

- Rent at least 90% (153 out of 170 total) of the plots at Willie Streeter, increasing revenue to the program.
- Replace four out of ten raised beds with Durable Green Beds at Willie Streeter to decrease maintenance costs as well as provide beds with a longer life expectancy.

Adult Sports Services

- Adult Sports Services plans, coordinates, and facilitates leagues and programs at Twin Lakes Sports Complex and Lower Cascades Ballfields.
 - Host 10 tournaments that have at least \$1,500,00 in economic impact in the community
 - Maintain summer team participation to over 100 teams.
 - Capture at least \$300,000 in gross revenue of all revenue categories (facility rentals, player fees, team registrations, concession sales, souvenirs and gate)

Youth Sports Services

- Youth Sports Services plans, coordinates, and facilitates operations at Winslow Sports Complex, Olcott Park, and Bryan Park. These facilities host Bloomington Junior League Baseball, Senior Baseball, MCCSC, and other sporting leagues or groups.
 - Facilitate 1250 facility rentals (\$25,000) at Winslow Sports Complex
 - Rent a baseball field to a new sports and user group as a new customer

Benjamin Banneker Community Center

- Benjamin Banneker Community Center offers year-round programs and services for citizens of all ages. The facility is available for rental to private groups or Parks Department partners.
 - Expand Jump Start Sports partnership to offer two additional programs, which will increase revenue and decrease staff time dollars in preschool sports.
 - Expand and offer two monthly family events and other preschool programs while developing paid preschool classes.
 - Increase number of teen summer program participants from 25 to 50.
 - Increase the number of after school program students from 50 to 65
 - Develop relationships with MCCSC middle/high schools to market teen opportunities, B2B, drop-in.

Inclusive Recreation

- Inclusive Recreation provides recreation services and programs for people with disabilities to facilitate participation in the most integrated setting, promoting interactions between individuals with and without disabilities in all Parks and Recreation programs.

- Inclusive Recreation program area will have a minimum of 100 participations serving a minimum of 15 individuals with disabilities

Operations Services

- Operations provides high quality resource protection, development, grounds maintenance, facility maintenance, repair, renovation, construction, landscaping, event setups, public safety and sanitation services for the property, equipment and facilities contained within 34 public parks and related public facilities and trails.
 - Provide essential operative services, preventive maintenance, preventive maintenance, grounds maintenance and repair to all parks, facilities, structures and equipment. The Master Plan Community Survey indicates that trails, large community parks, natural areas, small neighborhood parks, and playgrounds as the top 5 types of facilities used by residents. 78% of residents use the trail system and 72% use large community parks.
 - Maintain 2,343.5 acres of Department property.
 - Maintain 27 playgrounds.
 - Maintain 7.5 miles of paved multi-use accessible trails, 9.25 miles of paved fitness/hiking/biking trails and 13.85 miles of unpaved fitness/hiking/biking trails.

Landscaping

- Landscaping services provide high quality landscape planting and maintenance services for publicly owned property, including parks, throughout the City of Bloomington in an ongoing effort to contribute to the appearance and beautification of the city.
 - Transition remaining planters on B-Line and at City Hall to all native installations.
 - Focus on the transition from removal of invasive and non-native plant species phase to installation of native plant species phase at City Hall and in the downtown area. This includes 12 out of 44 remaining beds surrounding the Courthouse Square and south side bed next to City Hall.
 - Continue to minimize the use of annuals and remove invasive plant species- native perennials and shrubs will be used to replace them at all locations throughout the City (facilities, medians, trails, parks).

Cemeteries

- Cemetery services administer and maintain the publicly owned Rose Hill and White Oak cemeteries which include, grave sites, mausoleums, monuments, statuary, and related structures on those properties
 - Repair 100 feet of the Southern retaining wall at Rose Hill.
 - Rehab 50 headstones and/or monuments at Rose Hill and White Oak Cemeteries.
 - Remove invasive plant species in drainage area on West side of Rose Hill and replace with native shrubs and wildflowers.
 - Install native/pollinator garden at White Oak by the *Indiana Pioneers Memorial*.
 - Continue to convert all invasive plantings to native to improve habitat and site appearance.

Urban Forestry

- Urban Forestry provides high quality urban forestry for publicly owned property, including parks, throughout the City of Bloomington in an ongoing effort to protect and enhance the urban forest, and contributes to the appearance and beautification of the City of Bloomington.
 - Continue to maintain Tree City USA status for a 34th year.
 - Provide urban forestry services at publicly owned to include 625 plantings (Parks 95, Street 530), pruning on 450 trees (Parks 30, Street 420), and 500 removals (Parks 125, Street 375)
 - Continue Emerald Ash Borer treatments for a fifth year on 75 trees
 - Implement contractual services for public tree inventory

Switchyard Park

- Complete Construction Document phase, Bid Documents; Bidding and begin construction
 - Construction Documents – September 2017 – January 2018
 - Bid Set Documents – February 2018
 - Bidding – March 2018 – April 2018
 - Begin Construction – May 2018
 - Ribbon Cutting – late fall 2019
 - Complete remodeling and repairs of existing building for future site of Operations Division staff offices and equipment storage

Park Bond Projects 2017 – 2020:

- Management of 6.9 million dollars in park projects
 - 2018 projects include: Cascades Golf Course Clubhouse and Bond Project Goals: Zoysia fairway conversion on Pine Course; Goat Farm improvements, Griffy Lake Nature Preserve restroom rehab, Peoples Park improvements, Bryan Park Pool pump room and bathhouse, continuation or completion of projects initiated in 2017.

Capital Improvements

- Capital improvement goals include:
 - Equipment purchases (Utility Loader, mower)
 - Motor vehicle replacements (12 passenger van; pick-up trucks and cargo van)

2018 Budget Proposal Highlights

Category 1 – Personnel request is an increase of \$181,955 or 4%

Line 111 – Salaries and Wages – Regular – increases by \$17,042 (1%)

- 2% salary increase for non-employees
- Customer Service II position upgraded from a seasonal nine month position to a RPT with benefits position. This upgrade will support the department year around in the areas of program registrations, contract management, and clerical tasks.

Line 112 – Salaries and Wages – Temporary – increases by \$150,253 (15%)

- Seasonal wages increased for positions with employees working 40 hours per week for nine months. These position are primarily in the Sports, Operations, Natural Resources, Cemeteries, Landscaping and Urban Forestry areas. The department's seasonal workforce wages are outlined in a classification system that is evaluated every few years by representatives from all four department divisions. Staff review seasonal wages from other city departments, community organizations and other parks and recreation departments. It has been increasingly difficult to hire seasonal employees, find qualified employees or be able to employ them a full season due to the hourly pay rate in the current classification system.

Category 2 – Supplies –\$ increases by \$6617 (1%)

******Expenses in Category 2 have increases and decreases resulting in the overall category increase of 1%.

Line 234 – Other Repairs and Maintenance – Increased by \$9,151 (13%)

- \$5000 - Operations requesting motion sensory high efficiency lighting at the new Switchyard Park Operations building
- \$4151 - Operations ongoing repairs to mowers, fencing, plumbing (based on 2016 actuals and 2017 to-date expenses)

Line 242 – Other Supplies – Increases by \$24,891 (22%)

- \$3,500 – Administration for PowerDMS software to simplify the CAPRA Standards Accreditation process. File organization system to allow management of policies, standards, visitation coordination and access for up to 25 users.
- \$515 – Marketing – additional rolls of plotter printer paper and promotional items for volunteer and recruitment fairs.
- \$1301 – Bryan Park Pool increase in pool supplies –deck chairs, ropes, buoys, lane lines
- \$350 – Mills Pool increase in pool supplies – deck chairs, basketball hoop replacement
- \$450 – Frank Southern Center – purchase of more figure and hockey skates for rentals
- \$900 – Community Events development of two new events and pop up programming
- \$8500 – Sports Adult Softball utility/gator vehicle for field and facility maintenance
- \$1000 – Youth Sports – Winslow small tools (rakes, trimmers, weed whippers), base lining supplies, tennis nets and windscreens.
- \$800 – Banneker – monthly family events program supplies
- \$5575 – Operations for purchase of port-a-let; storage shelving and cabinets for new Switchyard Park maintenance building.

- \$2000 – Cemeteries – 2 sets vehicle safety/warning lights for trucks when crews are working street medians.

Category 3 – Other Services –\$ increases by \$210,559 (12%)

**Expenses in Category 3 have increases and decreases resulting in the overall category increase of 12%.

Line 311 – Engineering/Architectural – Increases by \$9,000 (150%)

- \$9,000 – Operations – design services for city parks trail system which includes updating trailheads signs.

Line 313 – Medical – Increases by \$3225 (81%)

- \$2,256 – Landscaping for Hep B vaccines for health & safety of employees. Mandated by Risk Management. Vaccine series consists of (3) shots per person.
- \$969 – Cemeteries for Hep B vaccines

Line 317 – Consultants/Workshops – Increases by \$120,200 (11,558%)

- \$200 – Golf Services increase in PGA and superintendent certifications
- \$120,000 – Urban Forestry contractual re-inventory and canopy analysis with software of all City's public trees. Last tree inventory was done in 2007. The inventory will provide crucial information regarding the condition and hazard ratings of trees.

Line 363 - Machinery/Equipment Repairs – Increases by \$6,380 (21%)

- \$7000 – Frank Southern Center for service calls to repair heating and cooling system, compressor maintenance, repairs to machinery and equipment to cool ice

Line 365 - Other Repairs – Increases by \$5,751 (29%)

- \$350 – Golf Services repairs to course wood fencing
- \$2000 – Adult Softball electrical, HVAC, and concrete repairs.
- \$3000 – Operations expense increases for contracted services (HVAC repairs, electrical repairs) to reflect trends.

Line 373 – Machinery/Equipment Rental – Increase by \$2000 (24%)

- \$1300 – Golf Services year around rental of parts washer for mechanical parts.
- \$1000 –Operations for rental of small equipment (concrete saws, jackhammers, mortar mixer) which is more economical and efficient for projects.

Line 391 – Dues/Subscriptions – Increases by \$8754 (38%)

- Increase in subscriptions to professional organizations and dues for specialized certifications and accreditation annual fees.
- \$1575 – Marketing increase due to new volunteer management software subscription and Banneker REACH CCTV system.
- \$1500 - Natural Resources fee for smartphone nature education app (Griffy Lake Nature Preserve, Leonard Spring, Switchyard Park).
- \$1633 – Community Events increase in music licensing
- \$5175 – Urban Forestry tree inventory software program to update tree inventory.

Line 399 – Other Services/Charges – Increases by \$75,850 (34%)

- \$2000 – Marketing for video and editing for Gold Medal video
- \$1800 – Community Events for Holiday Market Train and reindeer
- \$3500- Banneker facility cleaning service contract
- \$24,675 – Operations to contract an additional 21 mowing locations for a total of 42 sites.
- \$4475 – Cemeteries for headstone repairs
- \$42,000 – Urban Forestry large Ash tree removals due to EAB on the residential property line at Cascades Golf Course.

Category 4 – Capital Outlays - \$266,000

Line 442 – Purchase of Equipment – increases by \$77,000

- \$25,000 – Sports Golf Services – rough mower
- \$52,000 – Operations – Boxer 600HD walk-behind compact utility loader and attachments to include auger, bucket, brush cutter, stump grinder, tree forks

Line 444 – Motor Equipment – increases by \$265,000 (100%)

- \$35,000 – Community Events – replace 825 Ford Taurus (on Fleet's immediate replacement list) for a 12 passenger Transit Van for use by the Recreation Division
- \$28,000 – Sports Adult Softball - replaces 833 (on Fleet's immediate replacement list) for a full size Ram 1500
- \$126,000 – Operations – per Fleet Dept. immediate replacement list: ¾ ton 4x4 extended up truck (replaces 849) ¾ 4x4 pick-up truck (replaces 811) ¾ ton 4x4 extended up truck (replaces 847) and cargo van (replaces 842).

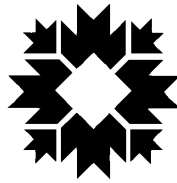
2018 General Fund Request:

The Parks and Recreation Department's general fund budget request is \$7,710,125. This is an increase of \$ \$665,130 or 9%.

Conclusion

The 2018 Parks Budget request addresses the goals of the Department, the Board of Park Commissioners, City Administration, the City Council and our residents and parks and recreation system users to respond to our mission: *"To provide essential services, facilities and products necessary for the positive development and well-being of the community through the provision of parks, greenways, trails and recreational facilities while working in cooperation with other service providers in the community in order to maximize all available resources."* Together, we make Bloomington a better place to live, work and play.

Thank you for your consideration of the Parks and Recreation department budget request! I would be happy to answer any questions.



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-2
Date: 8/16/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: July 20, 2017
SUBJECT: **Change in Price Schedule of the Holiday Market Arts Fair Booth Spaces**

Recommendation

Staff recommends the a change to the 2017 Price Schedule for the Holiday Market arts fair booth spaces that would increase booth spaces by \$5.00. Original prices range from \$50.00-\$60.00 for indoor 6x8' and 4x6' and 10x10' outdoor booth spaces. These prices would remain in effect through the end of 2017.

Background

The Holiday Market booth space increase was inadvertently excluded from the 2017 price schedule. Booth spaces continue to sell out and we continue to have an increasing number of artists for this event and feel that the \$5.00 additional increase is appropriate.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

Holiday Market 2017 EXHIBITOR AGREEMENT

In consideration for the right to participate in the 2017 Holiday Market (“Market”), the City of Bloomington (“City”), and the undersigned exhibitor(s) (“Exhibitor”), agree to the following, and to the accompanying Market Information (Exhibit A), which are incorporated herein by reference and are a part of this Agreement.

1. ADMINISTRATION

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

2. ELIGIBILITY OF EXHIBITORS

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

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

Only individuals who are named as Exhibitors in this Agreement may exhibit and sell at the Market. An Exhibitor may exhibit and sell only works which (s)he or her/his immediate family has produced in accordance with the guidelines set forth in this Agreement.

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

3. WORKS PERMITTED FOR EXHIBITION AND SALE

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

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

The City reserves the right to verify that works exhibited meet the above criteria. The Exhibitor must display legible price markers for works offered for sale.

4. REGISTRATION TO EXHIBIT AND SELL

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

5. CANCELLATION AND NO SHOWS

Any Exhibitor who cancels must notify the Market Administrator **in writing**. Cancellations received **in writing** at least thirty (30) days prior to the 2017 Holiday Market will receive a full refund less a Fifteen Dollar (\$15.00) administrative fee. Cancellations received less than thirty (30) days prior to the 2017 Holiday Market will not receive a refund. If an Exhibitor is absent without prior notification, this absence will be taken into consideration for acceptance of that Exhibitor's work at future Markets.

6. EQUIPMENT AND SUPPLIES

Each Exhibitor must supply her/his own tables and other display equipment. Tent coverage will be provided by the City to those Exhibitors selling outside.

7. PROPERTY MAINTENANCE AND UTILIZATION

Market hours are from 10:00 am until 3:00 pm. **The Exhibitor must have set up her/his display and be ready to sell by 9:45 am. For security purposes, all Exhibitors must be present at their booth starting at 9:15 am through the completion of the Market. The Exhibitor may not begin to tear-down display until 3:00 pm.** The Exhibitor must vacate the premises by 4:00 pm and remove all personal items and equipment. Exhibitors must clean litter and debris before leaving or they will be subject to a garbage removal fee of One Hundred Dollars (\$100.00).

8. CITY'S REMEDIES FOR BREACH

Violation of any material provision of this Agreement is a material breach and constitutes a default by the Exhibitor. When the City notifies the Exhibitor of the occurrence of a breach or default during Market hours, and if the Exhibitor fails to correct the breach or default within a reasonable time, the Exhibitor agrees to remove personal equipment, clean the area, and vacate the Market premises immediately. Failure to vacate as described above may require the City to take legal action. Upon occurrence of a material breach of this Agreement, the City may terminate this Agreement, by so stating in a written notice to the Exhibitor, and to retain, as liquidated damages and not as a penalty, any fees prepaid by the Exhibitor. The City may also,

in its sole discretion, determine that it will not contract with some or all of the individuals listed as Exhibitors in this Agreement, to sell at the Market in future seasons.

9. COVENANT NOT TO SUE

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

10. INDEMNIFICATION

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

EXHIBITOR COPY

****PLEASE SAVE THIS COPY FOR YOUR RECORDS***

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

(Additional Exhibitors)

Print mailing address(es)

Exhibitors' phone number(s) _____

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

Primary Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Paula McDevitt, Director, Parks & Recreation Department Date

Philippa M. Guthrie, Corporation Counsel Date

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

Initial one: Exhibitor chooses to participate in the Gift Certificate Program _____
 Exhibitor chooses NOT to participate in the Gift Certificate Program _____

CITY COPY

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

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

Additional Exhibitor(s)

Print mailing address(es)

Exhibitors' phone
number(s)_____

**This Agreement is effective when both the Exhibitor and the Administrator of the
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Primary Exhibitor's Signature Date
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Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Paula McDevitt, Director, Parks & Recreation Department

Date

Philippa M. Guthrie, Corporation Counsel

Date

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

Initial one: Exhibitor chooses to participate in the Gift Certificate Program _____

Exhibitor chooses NOT to participate in the Gift Certificate Program _____

HOLIDAY MARKET 2017
INDOOR EXHIBITOR INFORMATION
Exhibit A

MARKET DATE AND HOURS

Holiday Market 2017 takes place on Saturday, November 25th 2017 from 10 am until 3 pm.

MARKET SITE

Holiday Market 2017 takes place both inside the Showers Building Atrium (both upstairs and downstairs) and outside at Showers Common at 401 North Morton Street, (between Eighth and Ninth Streets), Bloomington, Indiana.

CONTRACT

All Exhibitors selling/exhibiting at the Holiday Market are required to sign the Holiday Market 2017 Exhibitor Agreement in advance of selling/exhibiting at the Market. Spaces will not be secured until payment and agreement have been received. Please note that the information on the Agreement is public record.

UNLOADING, LOADING, PARKING AND SETUP

Setup will be from **4:00pm-7:00pm** on Friday, November 24th 2017 or on Saturday morning between **7:00am-9:30am**. Exhibitors may pull up their vehicles along the south side of the Showers Building (parking lot where Farmers' Market is held) beginning at 4:00 pm on Friday to unload. **Vehicles must be removed from the parking lot by 7:30 pm on Friday and before 9:30am on Saturday.**

To allow everyone time to unload near the building, please, unload your vehicle and move it to an approved parking space prior to setting up your booth. A landscaping cart will be available for use during loading and unloading.

You are welcome to leave your display up overnight. The building will be locked throughout the night. Exhibitors must vacate the premises by 7:30pm.

For security purposes, all Exhibitors must be present at their booth starting at 9:15 am through the completion of the Market. The Exhibitor may not begin to tear-down display until 3:00 pm. At the end of the Market, Exhibitors may once again pull up their vehicles in the same way beginning at 3pm. Exhibitors must vacate the premises by 4 pm.

ASSIGNMENTS AND LIMITS OF SPACE

Each Exhibitor is limited to one reserved Booth Space unless otherwise assigned. Each Booth Space is approximately 6' X 8' in size. Additionally, 6 smaller spaces have been added to allow more Exhibitors to sell/exhibit their wares. These smaller spaces measure 4' x 6' in size. A Bloomington Parks and Recreation staff member will be there Friday between 4:00pm-7:00pm and Saturday morning to show Exhibitors to their assigned space. **Exhibitors must provide their own tables and chairs.**

FEES

Cancellations must be received in writing at least thirty (30) days prior to the event to receive a full refund less a Fifteen Dollar (\$15.00) administrative fee. Cancellations received less than thirty (30) days prior to the event will not receive any refund. An Exhibitor's absence without prior notification will be taken into consideration for art and craft applications for future markets.

Booth Spaces do not automatically include electricity. If an Exhibitor's booth setup requires electricity, there is an additional Ten Dollar (\$10) fee that must be paid when the Agreement is submitted. This will be the only opportunity to request electricity. Due to the planning that this requires, last minute requests will not be granted.

RECEIPTS AND COMMISSIONS

Exhibitors should issue receipts when customers request them. The City does not collect commissions on sales.

TAXES

Exhibitors are responsible for collecting required taxes and for keeping appropriate records. They can call (317) 233-4015 for Indiana Department of Revenue Registered Retail Merchants Certificate applications.

DEMONSTRATIONS

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

PETS

No pets will be permitted at the Holiday Market 2017.

HAWKING

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

ELECTRONIC MUSIC

Audible music from any electronic device is strictly prohibited.

MARKET STAFF

There will be an On-Site Supervisor from the City. Questions or comments will be welcomed by Holiday Market Administrator, Crystal Ritter, during office hours, in the Parks and Recreation Department, Suite 250 of the Showers Building, 401 North Morton Street; telephone (812) 349-3725; email ritterc@bloomington.in.gov.

Gift Basket Door Prize

In order to encourage participants to fill out event evaluations we will again be doing a gift basket door prize. If you have anything to add to the basket we would really appreciate it! Please just let the On-Site Supervisor know during setup.

HOLIDAY MARKET 2017
OUTDOOR EXHIBITOR INFORMATION
Exhibit A

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UNLOADING, LOADING, AND PARKING ON SATURDAY

Exhibitors may pull their vehicles up to their assigned spots beginning at 7:00 am to unload. **Vehicles must be removed from the parking lot by 9:30 am. For security purposes, all Exhibitors must be present at their Booth Space starting at 9:15 am through the end of the Holiday Market.** Exhibitors may once again pull their vehicles up in the same way beginning at 3pm. *All exhibits must be set-up by 9:45am and Exhibitors may not begin to tear displays down until 3pm.* Exhibitors must vacate the premises by 4 pm.

ASSIGNMENTS AND LIMITS OF SPACE

Each Exhibitor is limited to one reserved space unless otherwise assigned. Each space is approximately 10' X 10' in size. A Bloomington Parks and Recreation staff member will be there Saturday morning to show Exhibitors to their assigned space. Tent coverage will be provided for all outside artists. **Exhibitors must provide their own tables and chairs.**

FEES

Cancellations must be received in writing at least thirty (30) days prior to the event to receive a full refund less a Fifteen Dollar (\$15.00) administrative fee. Cancellations received less than thirty (30) days prior to the event will not receive any refund. An Exhibitor's absence without prior notification will be taken into consideration for art and craft applications for future markets. **Booth Spaces do not automatically include electricity. If an Exhibitor's booth setup requires electricity, there is an additional Ten Dollar (\$10) fee that must be paid when the Agreement is submitted.** This will be the only opportunity to request electricity. Due to the planning that this requires, last minute requests will not be granted.

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ELECTRONIC MUSIC

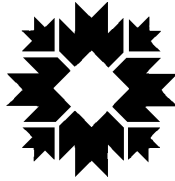
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CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-3
Date: 9/5/17

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: September 5, 2017
**SUBJECT: REVIEW/APPROVAL OF CONSULTANT CONTRACT AGREEMENT
FOR FACILITY ROOFING PROJECTS**

Recommendation

It is recommended the Board approve a consultant contract agreement with STR Building Resources LLC for roofing projects at Bryan Park, Olcott Park, Goat Farm, and RCA Park.

Background

The following facilities will be included in the consultant contract:

Bryan Park – Woodlawn Shelter Roof
Olcott Park – Howard Young Pavilion Roof
Goat Farm – Large Barn Roof
RCA Park – Group Shelter Roof

STR Building resources specializes in the evaluation of facility roofing and exterior weatherproofing conditions. We have used their services on many occasions to assess the condition of our facilities and to advise regarding timelines for replacement. STR will assess existing conditions and present recommendations for any additional services required.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director

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

This Agreement, entered into on this ____ day of _____, 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 four BPRD facilities including RCA Park Group Shelter, Bryan Park Woodlawn Shelter, Olcott Park Howard Young Shelter, and the large barn on the Goat Farm property; and

WHEREAS, the Department requires the services of a professional consultant in order to survey existing conditions and present recommendations for any additional services required (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 December 15, 2017, 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"). 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 Dollars and zero cents (\$3,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Dave Williams
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice.

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Consultant shall perform the Services 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

The final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. 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 indemnify, and hold harmless the City of Bloomington, the Department, and the officers, 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	Patrick Wells
401 N. Morton, Suite 250	16848 Southpark Drive, 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**STR BUILDING RESOURCES LLC**

Philippa M. Guthrie, Corporation Counsel

James B. Clark, General Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

EXHIBIT A “Scope of Work”

The Services shall include the following:



STR BUILDING RESOURCES LLC
16848 SOUTHPARK DRIVE, SUITE 300
WESTFIELD, IN 46074
T 317.867.8505
www.str-seg.com

August 18, 2017

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

RCA - Group Shelter

Re: **Proposal for Roof Survey**
RCA Park – Group Shelter

Dear Mr. Williams:

STR Building Resources LLC (STR-SEG) is pleased to submit to City of Bloomington – Parks & Recreation, hereinafter referred to as Owner, the following proposal for a roof survey of the RCA Park – Group Shelter located at 1400 W. RCA Park Drive in Bloomington, Indiana.

The scope of the visual survey will include:

- Observations to determine the roof's general appearance, surface conditions, and membrane characteristics and conditions;
- Observations of the edge conditions of the roof, including base flashings, counter-flashing, coping, perimeter walls, and fascia;
- Observations around equipment to including flashing, caulking, traffic patterns, drainage and contaminates;
- Observations of pitch pans/pockets, vents, drains, and other roof penetrations;
- Observations of building exterior wall materials and penetrations, associated with the roof system, such as scuppers and overflow outlets;
- Observations of expansion joints and control joints;
- Observations of the general drainage characteristics of the roofs;
- A roof plan (PDF) showing significant features will be available on the STR-SEG Facility Management System (FMS) web-based database;
- A repair list (PDF) including digital photographs, a brief description of each anomaly and recommended repair will be accessible on the FMS database;
- A repair drawing (PDF) noting repair locations and possible problem areas will also be accessible on the FMS database.

The data gathered as the result of the roof survey including condition photos shall be uploaded to the STR-SEG FMS database for the express use of the client. The data will address the general condition of the roofs and will present recommendations for any additional services that may be required. The scope of services will be limited to a visual survey and does not include actual testing of the roofs; therefore, if problems are suspected, additional services will be recommended.

OWNER'S RESPONSIBILITIES

The Owner will provide roof access to the sites and any historical roof related information.

PROFESSIONAL FEES

It is proposed that the fee for the roof survey shall be the lump sum of Seven Hundred Fifty Dollars (\$750.00). If roof design services are engaged for the property the fee will be credited toward the design fee. The work shall be performed pursuant to the STR-SEG General Conditions attached hereto and invoiced upon survey completion.



Mr. Dave Williams
Proposal #60381
August 18, 2017
Page 2 of 2

AUTHORIZATION

STR-SEG will proceed with the work on the basis of your written authorization. Please sign and return the Authorization page 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 and look forward to working with you on this project.

A C C E P T E D

Yours truly,
STR Building Resources LLC

A handwritten signature in black ink, appearing to read "Patrick Wells".

Patrick Wells
Account Manager

City of Bloomington – Parks & Recreation

By: _____

Title: _____

Date: _____

Cc: Ben Brown, STR-SEG
Andy Robison, STR-SEG



STR BUILDING RESOURCES LLC
16848 SOUTHPARK DRIVE, SUITE 300
WESTFIELD, IN 46074
T 317.867.8505
www.str-seg.com

BRYAN - WOODLAWN SHELTER

August 18, 2017

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

**Re: Proposal for Roof Survey
Bryan Park – Woodlawn Shelter**

Dear Mr. Williams:

STR Building Resources LLC (STR-SEG) is pleased to submit to City of Bloomington – Parks & Recreation, hereinafter referred to as Owner, the following proposal for a roof survey of the Bryan Park – Woodlawn Shelter located at 1020 S. Woodlawn Avenue in Bloomington, Indiana.

The scope of the visual survey will include:

- Observations to determine the roof's general appearance, surface conditions, and membrane characteristics and conditions;
- Observations of the edge conditions of the roof, including base flashings, counter-flashing, coping, perimeter walls, and fascia;
- Observations around equipment to including flashing, caulking, traffic patterns, drainage and contaminates;
- Observations of pitch pans/pockets, vents, drains, and other roof penetrations;
- Observations of building exterior wall materials and penetrations, associated with the roof system, such as scuppers and overflow outlets;
- Observations of expansion joints and control joints;
- Observations of the general drainage characteristics of the roofs;
- A roof plan (PDF) showing significant features will be available on the STR-SEG Facility Management System (FMS) web-based database;
- A repair list (PDF) including digital photographs, a brief description of each anomaly and recommended repair will be accessible on the FMS database;
- A defect drawing (PDF) noting defect locations and possible problem areas will also be accessible on the FMS database.

The data gathered as the result of the roof survey including condition photos shall be uploaded to the STR-SEG FMS database for the express use of the client. The data will address the general condition of the roofs and will present recommendations for any additional services that may be required. The scope of services will be limited to a visual survey and does not include actual testing of the roofs; therefore, if problems are suspected, additional services will be recommended.

OWNER'S RESPONSIBILITIES

The Owner will provide roof access to the sites and any historical roof related information.

PROFESSIONAL FEES

It is proposed that the fee for the roof survey shall be the lump sum of Seven Hundred Fifty Dollars (\$750.00). If roof design services are engaged for the property the fee will be credited toward the design fee. The work shall be performed pursuant to the STR-SEG General Conditions attached hereto and invoiced upon survey completion.

STR
SEG Mr. Dave Williams
Proposal #60382
August 18, 2017
Page 2 of 2

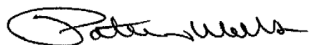
AUTHORIZATION

STR-SEG will proceed with the work on the basis of your written authorization. Please sign and return the Authorization page 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 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
Andy Robison, STR-SEG



STR BUILDING RESOURCES LLC
16848 SOUTHPARK DRIVE, SUITE 300
WESTFIELD, IN 46074
T 317.867.8505
www.str-seg.com

August 18, 2017

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

Howard Young Shelter

Re: **Proposal for Roof Survey**
Olcott Park – Howard Young Shelter

Dear Mr. Williams:

STR Building Resources LLC (STR-SEG) is pleased to submit to City of Bloomington – Parks & Recreation, hereinafter referred to as Owner, the following proposal for a roof survey of the Olcott Park – Howard Young Shelter located at 2300 E. Canada Drive in Bloomington, Indiana.

The scope of the visual survey will include:

- Observations to determine the roof's general appearance, surface conditions, and membrane characteristics and conditions;
- Observations of the edge conditions of the roof, including base flashings, counter-flashing, coping, perimeter walls, and fascia;
- Observations around equipment to including flashing, caulking, traffic patterns, drainage and contaminates;
- Observations of pitch pans/pockets, vents, drains, and other roof penetrations;
- Observations of building exterior wall materials and penetrations, associated with the roof system, such as scuppers and overflow outlets;
- Observations of expansion joints and control joints;
- Observations of the general drainage characteristics of the roofs;
- A roof plan (PDF) showing significant features will be available on the STR-SEG Facility Management System (FMS) web-based database;
- A repair list (PDF) including digital photographs, a brief description of each anomaly and recommended repair will be accessible on the FMS database;
- A defect drawing (PDF) noting defect locations and possible problem areas will also be accessible on the FMS database.

The data gathered as the result of the roof survey including condition photos shall be uploaded to the STR-SEG FMS database for the express use of the client. The data will address the general condition of the roofs and will present recommendations for any additional services that may be required. The scope of services will be limited to a visual survey and does not include actual testing of the roofs; therefore, if problems are suspected, additional services will be recommended.

OWNER'S RESPONSIBILITIES

The Owner will provide roof access to the sites and any historical roof related information.

PROFESSIONAL FEES

It is proposed that the fee for the roof survey shall be the lump sum of Seven Hundred Fifty Dollars (\$750.00). If roof design services are engaged for the property the fee will be credited toward the design fee. The work shall be performed pursuant to the STR-SEG General Conditions attached hereto and invoiced upon survey completion.

STR Mr. Dave Williams
SEG Proposal #60383
August 18, 2017
Page 2 of 2

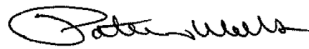
AUTHORIZATION

STR-SEG will proceed with the work on the basis of your written authorization. Please sign and return the Authorization page 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 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
Andy Robison, STR-SEG



STR BUILDING RESOURCES LLC
16848 SOUTHPARK DRIVE, SUITE 300
WESTFIELD, IN 46074
T 317.867.8505
www.slr-seg.com

August 18, 2017

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

GOAT FARM BARN

**Re: Proposal for Roof Survey
Goat Farm**

Dear Mr. Williams:

STR Building Resources LLC (STR-SEG) is pleased to submit to City of Bloomington – Parks & Recreation, hereinafter referred to as Owner, the following proposal for a roof survey of the Goat Farm located at 2000 E. Winslow Road in Bloomington, Indiana.

The scope of the visual survey will include:

- Observations to determine the roof's general appearance, surface conditions, and membrane characteristics and conditions;
- Observations of the edge conditions of the roof, including base flashings, counter-flashing, coping, perimeter walls, and fascia;
- Observations around equipment to including flashing, caulking, traffic patterns, drainage and contaminates;
- Observations of pitch pans/pockets, vents, drains, and other roof penetrations;
- Observations of building exterior wall materials and penetrations, associated with the roof system, such as scuppers and overflow outlets;
- Observations of expansion joints and control joints;
- Observations of the general drainage characteristics of the roofs;
- A roof plan (PDF) showing significant features will be available on the STR-SEG Facility Management System (FMS) web-based database;
- A repair list (PDF) including digital photographs, a brief description of each anomaly and recommended repair will be accessible on the FMS database;
- A defect drawing (PDF) noting defect locations and possible problem areas will also be accessible on the FMS database.

The data gathered as the result of the roof survey including condition photos shall be uploaded to the STR-SEG FMS database for the express use of the client. The data will address the general condition of the roofs and will present recommendations for any additional services that may be required. The scope of services will be limited to a visual survey and does not include actual testing of the roofs; therefore, if problems are suspected, additional services will be recommended.

OWNER'S RESPONSIBILITIES

The Owner will provide roof access to the sites and any historical roof related information.

PROFESSIONAL FEES

It is proposed that the fee for the roof survey shall be the lump sum of Seven Hundred Fifty Dollars (\$750.00). If roof design services are engaged for the property the fee will be credited toward the design fee. The work shall be performed pursuant to the STR-SEG General Conditions attached hereto and invoiced upon survey completion.

STR Mr. Dave Williams
SEG Proposal #60384
August 18, 2017
Page 2 of 2

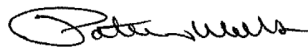
AUTHORIZATION

STR-SEG will proceed with the work on the basis of your written authorization. Please sign and return the Authorization page 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 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
Andy Robison, STR-SEG

EXHIBIT B
“Project Schedule”

Notice to Proceed: 09/26/2017

Design and Specifications: 09/26/17 – 10/31/17

Completion: 12/31/2017

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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 _____, 2017.

STR Building Resources, 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 _____, 2017.

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-4
Date: 8/16/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: August 11, 2017
**SUBJECT: REVIEW/APPROVAL OF CONSULTANT CONTRACT
INTERPRETIVE IDEAS**

Recommendation

It is recommended the Board approve a Park Bond funded consultant contract with Interpretive Ideas for a Peoples Park interpretive sign at a cost of \$1,847.62.

Background

The Park Bond has identified funding for improvements to Peoples Park and the department would like to include an interpretive sign to help “tell the story” of the park. Consultant services will include sign content research, text writing, image generation, editing, fabrication, and coordinating the sign placement with Rundell Ernstberger’s conceptual park design.

We have worked with Interpretive Ideas on several interpretive signage projects; most recently for Switchyard Park. The total design fee includes sign fabrication.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND INTERPRETIVE IDEAS

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Interpretive Ideas ("Consultant").

Article 1. Scope of Services Consultant shall perform sign content research, text writing, image generation, editing, fabrication, and establishing placement in conceptual layout for one high-pressure laminate interpretive sign with two in-ground posts at People's Park in Bloomington, Indiana ("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 October 30, 2017, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Dave Williams as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Consultant for all fees and expenses in an amount not to exceed One Thousand Eight Hundred Forty Seven Dollars and Sixty Two Cents (\$1847.62). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Dave Williams, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Consultant shall complete the Services by October 30, 2017.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Dave Williams, 401 N. Morton, Bloomington, IN 47402. **Consultant:** Interpretive Ideas, Attn: Lise Schools, P.O. Box 355, Okemos, MI 48805. 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

INTERPRETIVE IDEAS

Philippa M. Guthrie, Corporation Counsel

Lise Schools, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2017.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

Lise Schools

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 _____, 2017.

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: 9/8/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: September 19, 2017
SUBJECT: Partnership Agreement with WonderLab and the Monroe County Fairgrounds for the Bloomington Pumpkin Launch

Background

Staff recommends the approval of the 2017 Partnership Agreement for the Bloomington Pumpkin Launch between Bloomington Parks and Recreation, WonderLab, and the Monroe County Fairgrounds. This is the eleventh year for the event. This is the seventh year for the partnership with WonderLab and the fifth year for the partnership with the Fairgrounds.

Recommendation

At this year's event, WonderLab will again coordinate children's activities during the event and the Monroe County Fairgrounds will be the site host while Bloomington Parks and Recreation will coordinate all of the logistics of the event. We are excited to work with these organizations on a partnership level to bring a unique, fun and exciting event to the Bloomington community.

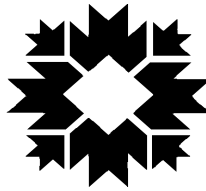
Highlights include:

- The event will be held on Saturday, November 4th at the Monroe County Fairgrounds. The gates open and activities will start at 11am and the launching will start at noon.
- The event will include pumpkin launching competitions in distance and accuracy, a children's area including pumpkin and science related activities and an inflatable obstacle course, live musical entertainment, and food vendors.

RESPECTFULLY SUBMITTED,

Bill Ream

Bill Ream, Community Events Coordinator



CITY OF BLOOMINGTON
parks and recreation

**COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP**

Partner(s):

This Agreement is made and entered into this _____ day of _____, 2017, by and between the Bloomington Parks and Recreation Department (“BPRD”), and Monroe County Fairgrounds (“the Fairgrounds”), and WonderLab.

WHEREAS, there is a need for a unique fall event in Bloomington; and,

WHEREAS, the BPRD, the Fairgrounds and WonderLab desire to cooperate in the provision of a community event called the Bloomington Pumpkin Launch for the general public; and,

WHEREAS, the Fairgrounds and WonderLab are qualified to perform such services; and,

WHEREAS, the BPRD is authorized to plan and develop partnerships and contractual arrangements with other community organizations to ensure delivery of services; and,

WHEREAS, services provided by each partner will reflect on the others in the Partnership Agreement requiring clear communication and outline of expectations.

NOW THEREFORE, the partners do mutually agree as follows:

1. Purpose of Agreement:

The goal of this project is to outline a program partnership which will provide an event that is a fun way for members of the Bloomington community to celebrate autumn by combining available resources from each partner to the Agreement.

2. Duration of Agreement:

This Agreement commences on September 19, 2017 and expires on December 31, 2017 unless terminated earlier as provided under Article 9 of this Agreement.

3. Bloomington Parks & Recreation

The goals of BPRD are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly fall event

called the Bloomington Pumpkin Launch. The event, to be held at the Monroe County Fairgrounds on Saturday November 4th, from 11:00am-4:00 pm, is designed to create a fun way to provide an afternoon of fall activities for community members.

BPRD agrees to:

- 3.1. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 3.2. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- 3.3. Promote the Bloomington Pumpkin Launch at other major family-friendly BPRD events prior to the event.
- 3.4. Share all marketing/promotional material with the Fairgrounds and WonderLab prior to advertising.
- 3.5. Coordinate all pumpkin launching competitions and the distribution of any awards associated with these competitions
- 3.6. Coordinate logistics with partners for entire event
- 3.7. Coordinate the set-up and tear-down of the event
- 3.8. Coordinate registration of pumpkin launchers
- 3.9. Coordinate collection of visitor entry fees
- 3.10. Coordinate live musical entertainment
- 3.11. Coordinate food vendors for the event
- 3.12. Provide paid staff for joint program efforts at the event
- 3.13. Provide the services of the Community Events Coordinator as a liaison, consultant and contact person between the Fairgrounds, WonderLab, and BPRD and additional full-time/part-time staff necessary for the event.
- 3.14. Assist with providing volunteers
- 3.15. Coordinate acknowledgement and thank you for sponsors

4. Monroe County Fairgrounds

The goals of the Fairgrounds are to partner with other community agencies and provide an

opportunity for the Bloomington community to participate in an affordable and family-friendly fall event called the Bloomington Pumpkin Launch. The event, to be held at the Monroe County Fairgrounds on Saturday November 4th, from 11:00am-4:00 pm is designed to create a fun way to provide an afternoon of fall activities for community members.

The Fairgrounds agrees to:

- 4.1. Maintain close contact with Bill Ream, Community Events Coordinator, and address any related issues to his attention
- 4.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters
- 4.3. Include information about event on their website and any other appropriate areas such as signs
- 4.4. Provide the site for event
- 4.5. Mow all grassy areas being used for the event and for parking no more than 1 week prior to the event
- 4.6. Assist with logistics and layout of the site including electrical needs, moving of equipment /vehicles and anything else in the event area, unlocking of gates, etc as necessary prior to event
- 4.7. Provide the following items for event: banquet tables and chairs, picnic tables, trash cans with liners, straw bales (if possible), and barricades to block interior roads
- 4.8. Provide staff to assist with set-up and tear-down of event and building coverage

5. WonderLab

The goals of WonderLab are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly fall event called the Bloomington Pumpkin Launch. The event, to be held at the Monroe County Fairgrounds on Saturday November 4th, from 11:00am-4:00 pm is designed to create a fun way to provide an afternoon of fall activities for community members.

WonderLab agrees to:

- 5.1. Maintain close contact with Bill Ream, Community Events Coordinator, and address any related issues to his attention
- 5.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters

- 5.3. Create, provide, and coordinate fun and educational children's activities including obtaining all necessary supplies
- 5.4. Assist in contacting the community schools and teachers to generate interest in launch competition participants as well as event spectators
- 5.5. Recruit volunteers to assist with children's activities on the day of the event
- 5.6. Assist with set up and tear down of event

6. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership between BPRD, the Fairgrounds, and WonderLab for the Bloomington Pumpkin Launch.

BPRD, the Fairgrounds and WonderLab agree to:

- 6.1. Share all marketing/promotional material between all partners involved
- 6.2. Coordinate safety management and regulate visitor flow at event
- 6.3. Split the event profit equally between all 3 partners. Event profit will be the revenue generated from entrance fees minus direct expenses for the event.
- 6.4. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction
- 6.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners
- 6.6. The prohibitions of smoking and the consumption of alcoholic beverages shall apply to all participants in and visitors to the Bloomington Pumpkin Launch even though the program does not occur on City property.

7. Insurance

The Monroe County Fairgrounds, WonderLab and the City of Bloomington Parks & Recreation Department shall furnish each other with a certificate of insurance upon execution of this partnership Agreement. Each party will maintain comprehensive general liability insurance.

8. Notice and Agreement Representatives:

- 8.1. Notice regarding any significant concerns and/or breaches of the Agreement shall be given to those contacts as follows:

Bloomington Parks and Recreation
Rebecca Higgins
Recreation Services Director

Monroe County Fairgrounds
Mike Stogsdill
Fair Board President

P.O. Box 848,
Bloomington, IN 47402
(812) 349-3713

5700 W. Airport Rd.
Bloomington, IN 47403
(812) 825-7439

WonderLab
Karen Jepsen-Innes
Executive Director
308 W. 4th Street
Bloomington, IN 47404
(812) 337-1337

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

Bloomington Parks and Recreation
Bill Ream, Community Events Coordinator
(812) 349-3748

Monroe County Fairgrounds
Bobby Davis, Facilities Manager
(812) 825-7439

WonderLab
Emmy Brockman, Education Director
812-337-1337

9. Termination:

- 9.1. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2017, by mutual written agreement only.
- 9.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.

10. Indemnity

Each party agrees to release, hold harmless and forever indemnify the other party and its volunteers, employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

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

Monroe County Fairgrounds

Mike Stogsdill

WonderLab

Karen Jepsen-Innes

City of Bloomington

Phillipa M. Guthrie, Corporation Counsel

City of Bloomington Parks and Recreation

Paula McDevitt, BPRD

Leslie J Coyne
President, Board of Park Commissioners



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-6
Date: 9/14/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Marcia Veldman, Program Coordinator
DATE: September 19, 2017
SUBJECT: HOLIDAY MARKET CARRIAGE RIDE CONTRACT

Recommendation

Staff recommend approval of the contract for \$1,300 with Newsom's Carriage & Sleigh to provide carriage rides for the Holiday Market.

Background

In 2016 the Department contracted with Newsom's Carriage & Sleigh to provide carriage rides for attendees at the Holiday Market. This has been a great feature for the Market, adding an "Old World" flair. The Holiday Market is on Saturday, November 25 from 10 a.m. to 3 p.m. Parks would pay Newsom's Carriage & Sleigh \$1,300 for two horse-drawn carriages for the day. Participants will be charged \$5 per ride. Typically this activity breaks even. Staff will seek approval from the Board of Public Works for the route, request police to inspect carriages at Newsom's farm, require Newsom to provide manure bags for the horses, and seek approval of an animal fee waiver from Animal Care and Control.

RESPECTFULLY SUBMITTED,

Marcia Veldman
Program Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND Newsom's Carriage & Sleigh

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Newsom's Carriage & Sleigh ("Consultant").

Article 1. Scope of Services Consultant shall provide two horse carriages with horses for five hours of carriage rides ("Services"). The carriage rides will be on Saturday, November 25th from 10:00am until 3:00pm. Consultant will provide all insurance documentation and veterinarian certification to the Department at least (7) days prior to the Holiday Market. Consultant will submit the carriages to be inspected by the Bloomington Police Department prior to the Holiday Market and on the day of the Holiday Market and will also obtain a permit from the animal care and control department per BMC 7.16.030 and to comply with all requirement of the BMC 7.36 and to submit the horses used for the carriage rides to an inspection by the animal control officer per BMC 7.16.20. Consultant will remove all animal waste from any public street, alley, stream or public place or horses must wear diapers/manure bags. Consultant will comply with the Board of Public Works' resolution that stipulates the route of the carriage rides on the day of the service. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before January 1, 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 Marcia Veldman 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 three hundred dollars (\$1,300). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Marcia Veldman, 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 for five hours on Saturday, November 25th from 10:00am until 3:00pm ("Schedule"). The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Marcia Veldman, 401 N. Morton, Bloomington, IN 47402.

Consultant: Newsom's Carriage & Sleigh. 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

Newsom's Carriage & Sleigh

Philippa M. Guthrie, Corporation Counsel

Ross Newsom (Owner)

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2017.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2017.

Newsom's Carriage & Sleigh

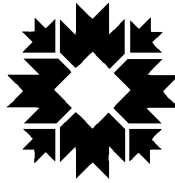
By: _____

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 _____, 2017.

_____ 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-7
Date: 9/14/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Lee E Huss, Urban Forester
DATE: September 6, 2017
SUBJECT: Review/Approval of Contract for Hazardous tree removals

Recommendation

It is recommended the Board approve a contract to remove sixteen hazardous trees in public areas around Bloomington.

Background

The Urban Forester has identified sixteen hazardous trees in Parks and Public right-of-ways that need to be removed. One location is the pruning of a Pin Oak next to the Tennis court at Bryan Park Due to location of nearby electric service and private infrastructure, the city is utilizing the services of Mominee Tree Services to perform the work

RESPECTFULLY SUBMITTED,

Lee E Huss, Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
MOMINEE TREE
FOR
FALL 2017 HAZARD TREE REMOVALS**

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Mominee Tree Service (“Consultant”).

WITNESSETH:

WHEREAS, the Department requires the services of a professional consultant in order to perform the removal of several hazardous trees and one pruning service (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; and

WHEREAS, the Department wishes to hire the services of Mominee Tree Services.

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

Article 1. Scope of Services

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

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

Consultant shall complete the Services required under this Agreement on or before December 16th 2017, 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 Fourteen Thousand Six Hundred Fifty Dollars (\$14,650.00). 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 – Urban Forester
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Consultant

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or

regulations of any public authority having any jurisdiction over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Consultant:

City of Bloomington	Brett Mominee
Attn: Lee E Huss – Urban Forester	Mominee Tree
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 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

Mominee Tree

Philippa M. Guthrie, Corporation Counsel

Brett Mominee, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Goat Farm – Remove 5 marked Ash tree along north/south boundary line.

Winslow Woods – Remove one marked Ash tree on South property line

S Ballantine ROW – Remove 2 marked Ash trees

Highland Village Park – Remove marked Hickory near power lines and marked Hornbeam tree

319 N Fairview – Remove marked Siberian Elm tree

1412 Nancy St – Remove marked Ash tree

203 E 15th St. – Remove Silver Maple in ROW

Bryan Park – Prune 1 Oak tree next to tennis court

Latimer Woods – Remove 3 Ash tree along south Property line

EXHIBIT B

“Project Schedule”

Work will begin September 20th and will be completed by December 16, 2017

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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 _____, 2017.

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 _____, 2017.

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: D-1
Date: 9/8/2017

Administrator
Review\Approval
PM

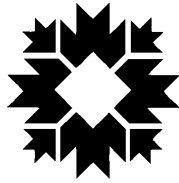
TO: Board of Park Commissioners
FROM: Erik Pearson- Program/Facility Coordinator-Banneker Community Center
DATE: September 19th, 2017
SUBJECT: **Report on Banneker Camp-Summer Food Service Program 2017**

Background

The Banneker Camp-Summer Food Service Program concluded its 15th year of operations on July 28th. The program is centered on the Summer Food Service Program through the Department of Education who reimburse organizations who provide nutritious meals to low-income families when school is not in session. Banneker Camp provides programming for 80+ K-6th grade participants in a day camp setting during June and July. This report will provide an update on the current standing of the program with data relevant to attendance and food service.

RESPECTFULLY SUBMITTED,

Erik Pearson
Program/Facility Coordinator-Banneker Community Center



CITY OF BLOOMINGTON
parks and recreation
STAFF REPORT

Agenda Item: D-2
Date: 9/19/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: September 19, 2017
SUBJECT: Weimer Lake Dam Removal Update (Wapehani Mt. Bike Park)

Recommendation

This report is for the information of the Board.

Background

The Weimer Lake dam was constructed in the early 1900s to provide a water source for Bloomington. Inspections completed by the Indiana Dept. of Natural Resources Division of Water, Dam Safety Section indicate the dam is currently in poor condition. The dam is currently rated as a "Significant Hazard". Proposed developments downstream from the dam would increase its hazard rating to "High". Phil Peden, City of Bloomington Utilities Engineer, will provide an update on the condition of the dam and share how the dam will be removed to increase public safety.

Respectfully Submitted,

Steve Cotter
Natural Resources Manager



EARTH DAM VISUAL INSPECTION REPORT

State Form 59777 (R 11/2015)

COPY

Indiana Department of Natural Resources
Division of Water, Dam Safety Section
402 West Washington Street, Room W264
Indianapolis, Indiana 46204

Telephone: (317)232-4160 or toll free (within Indiana) 1-877-928-3755

Dam Name Weimer Lake Dam				Quad. Bloomington		Date of Inspection 04 / 09 / 2015	
State Dam ID 53-4		Permit Not Approved		County Monroe		Last Inspection 11 / 23 / 2011	
Owners Name City of Bloomington						Owner's Phone (812) 339 1444	
Address/Zip Code 600 East Miller Dr, P.O. Box 1216, Bloomington, IN47402						Owners E-mail Address pedenp@bloomington.in.gov	
Contact's Name Phil Peden				Contact's Phone (812) 327 5293		Spillway Width Top 20 ft Bot. 10 ft Ft. FBD. 5.4 ft 4.1 ft	
Hazard Significant		Drainage Area 0.18 Mi²		Surface Area 7.8 AC		Height 20 FT	
				Crest Length 400 FT		Crest Width 13 FT	
				Inlet Below Crest 5.4 FT		Slope: Up 1 : 1 Down 0.5-1 : 1	
FIELD CONDITIONS OBSERVED							
Water Level - Below Dam Crest 5.1 Ft.							
Ground Moisture Condition: Dry <input checked="" type="checkbox"/> Wet <input type="checkbox"/> Snowcover <input type="checkbox"/> Other <input type="checkbox"/>							
DRAWDOWN STRUCTURE							
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> None Comment _____							
MONITORING <input type="checkbox"/> Yes <input checked="" type="checkbox"/> None							
<input type="checkbox"/> Gage Rod <input type="checkbox"/> Piezometers <input type="checkbox"/> Seepage Weirs <input type="checkbox"/> Survey Monuments <input type="checkbox"/> Other _____ Comments _____							
NOTICE TO OWNERS: PLEASE READ BOTH SIDES OF THESE TWO PAGES AND FOLLOW RECOMMENDATIONS MADE HEREIN.							
This visual inspection notes the obvious surficial problems of your dam and appurtenant works. <u>This is not a detailed engineering evaluation.</u> There may be serious defects and/or design deficiencies with your dam that may render your dam unsafe during unusual conditions such as high pool levels and/or earthquake loading. Since you are liable for any property damage, injury or loss of life resulting from failure of your dam, you should consult with an engineer experienced in dam design about the current safety of your dam.							
OWNER INSPECTION: The owner (or owner's representative) should inspect this dam routinely under normal conditions and more frequently under unusual loading conditions.							
A UPSTREAM SLOPE		PROBLEMS NOTED: <input type="checkbox"/> (A-1) None <input type="checkbox"/> (A-2) Riprap - Missing, Sparse, Displaced, Weathered <input checked="" type="checkbox"/> (A-3) Wave Erosion-with Scarps <input type="checkbox"/> (A-4) Cracks-with Displacement <input type="checkbox"/> (A-5) Sinkhole <input checked="" type="checkbox"/> (A-6) Appears Too Steep <input checked="" type="checkbox"/> (A-7) Depressions or Bulges <input type="checkbox"/> (A-8) Slides <input type="checkbox"/> (A-9) Animal Burrows <input checked="" type="checkbox"/> (A-10) Trees, Brush, Briars <input type="checkbox"/> (A-11) Other _____					
GOOD <input type="checkbox"/>		Comments: _____					
ACCEPTABLE <input type="checkbox"/>		_____					
DEFICIENT <input type="checkbox"/>		_____					
POOR <input checked="" type="checkbox"/>		_____					
B CREST		PROBLEMS NOTED: <input type="checkbox"/> (B-1) None <input type="checkbox"/> (B-2) Ruts or Puddles <input type="checkbox"/> (B-3) Erosion <input type="checkbox"/> (B-4) Cracks with Displacement <input type="checkbox"/> (B-5) Sinkholes <input type="checkbox"/> (B-6) Not Wide Enough <input type="checkbox"/> (B-7) Low Area <input checked="" type="checkbox"/> (B-8) Misalignment <input type="checkbox"/> (B-9) Inadequate Surface Drainage <input type="checkbox"/> (B-10) Trees, Brush, Briars <input type="checkbox"/> (B-11) Other _____					
GOOD <input type="checkbox"/>		Comments: _____					
ACCEPTABLE <input type="checkbox"/>		_____					
DEFICIENT <input checked="" type="checkbox"/>		_____					
POOR <input type="checkbox"/>		_____					
C DOWNSTREAM SLOPE		PROBLEMS NOTED: <input type="checkbox"/> (C-1) None <input type="checkbox"/> (C-2) Livestock Damage <input type="checkbox"/> (C-3) Erosion or Gullies <input type="checkbox"/> (C-4) Cracks with Displacement <input type="checkbox"/> (C-5) Sinkholes <input checked="" type="checkbox"/> (C-6) Appears too Steep <input type="checkbox"/> (C-7) Depressions or Bulges <input checked="" type="checkbox"/> (C-8) Slide <input type="checkbox"/> (C-9) Soft Areas <input checked="" type="checkbox"/> (C-10) Trees, Brush, Briars <input type="checkbox"/> (C-11) Animal Burrows <input type="checkbox"/> (C-12) Other _____					
GOOD <input type="checkbox"/>		Comments: _____					
ACCEPTABLE <input type="checkbox"/>		_____					
DEFICIENT <input type="checkbox"/>		_____					
POOR <input checked="" type="checkbox"/>		_____					
D SEEPAGE		PROBLEMS NOTED: <input type="checkbox"/> (D-1) None <input type="checkbox"/> (D-2) Saturated Embankment Area <input type="checkbox"/> (D-3) Seepage Exits on Embankment <input type="checkbox"/> (D-4) Seepage Exits at Point Source <input checked="" type="checkbox"/> (D-5) Seepage Area at Toe <input type="checkbox"/> (D-6) Flow Adjacent to Outlet <input checked="" type="checkbox"/> (D-7) Seepage Clear/Muddy [DRAIN OUTFALLS SEEN] <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> (D-8) Flow Clear/Muddy <input type="checkbox"/> (D-9) Dry/Obstructed <input type="checkbox"/> (D-10) Other _____ Describe location of drains and indicate amount and quality of discharge.					
GOOD (NONE) <input type="checkbox"/>		Comments: _____					
ACCEPTABLE <input type="checkbox"/>		_____					
DEFICIENT <input type="checkbox"/>		_____					
POOR <input checked="" type="checkbox"/>		_____					

If following box is checked, see additional comments added to Page 2 of 4.



ADDITIONAL COMMENTS

- (G-4) Recommend all debris routinely be removed from principal spillway system, and upstream slope, debris to be relocated a minimum of 25' away from dam.
- (G-5)(G-6) Recommend all trees/brush/briars/vines/cattails within 25 feet of the dam, and its appurtenant works be killed with a herbicide safe for use around fish, then cut & remove from dam. Recommend all trees 6" diameter & greater be removed under the direct supervision of owner's professional engineer experienced in dam design & construction. Once all trees/brush/briars/vines are removed from the dam, establish a sod forming grass and begin an annual mowing program to keep woody growth in check.
- (G-7) Recommend all rodents (moles, voles, crayfish, groundhog, muskrat and/or beaver) be trapped and/or removed from dam & their dens be properly backfilled and then establish a sod forming grass to protect from erosion.
- (G-9) Recommend exercising and lubricating the draw down structure at least once annually.
- (G-10) Recommend establishing a sod forming grass in all bare soil areas, and sparse grass areas on the dam.
- (G-10) Recommend placement of riprap (limestone or glacial field stone) that has been keyed into slope and placed over a filter stone or geotextile fabric to protect the upstream slope from erosion. Recommend placing the stone at least 3' above and 3' below normal water level to protect slope during fluctuating water levels. Riprap will also discourage rodents from burrowing into slope.
- (G-10) Recommend owner's professional engineer experienced in dam design & construction evaluate spillway capacity & prepare plans for repair/replacement/control, if existing spillway can pass the required P.M.P. in a 6-hr. storm event. Perform geotechnical investigation and evaluate stability of dam.

****Before any alterations or modifications are made to the dam or spillway, the owner's professional engineer should submit design documents for the proposed work to DNR and field supervise the work once approval is obtain.**

*****During and following substantial rainfall or seismic events, the owner should monitor this dam and notify the potentially impacted downstream property owners and the County Emergency Management Agency if emergency conditions begin to develop. As part of the ongoing owner's vigilance for early detection of deteriorating conditions and in preparation for future possible emergencies on this dam, the owner should develop and keep an updated contact list (names, telephone numbers, etc.) of the potentially impacted downstream property owners.**

AUTHORITY OF THE STATE OF INDIANA

I.C. 14-28 Chapter 1 "Flood Control" - Section 1 "Legislative Intent"-

Sec. 1 The following are declared:

- (1) The loss of lives and property caused by floods and the damage resulting from floods is a matter of deep concern to Indiana affecting the life, health, and convenience of the people and the protection of property. To prevent and limit floods, all flood control works and structures and the alteration of natural or present watercourses of all rivers and streams in Indiana should be regulated, supervised, and coordinated in design, construction, and operation according to sound and accepted engineering practices so as to best control and minimize the extent of floods and reduce the height and violence of floods.
- (2) The channels and that part of the flood plains of rivers and streams that are the floodways should not be inhabited and should be kept free and clear of interference or obstructions that will cause any undue restriction of the capacity of the floodways.
- (3) The water resources of Indiana that have been diminishing should be accumulated, preserved, and protected to prevent any loss or waste beyond reasonable and necessary use.
- (4) A master plan or comprehensive plan for the entire state to control floods and to accumulate, preserve, and protect the water resources should be investigated, studied, and prepared, policy and practices should be established, and the necessary works should be constructed and placed in operation.

I.C. 14-28 Chapter 1 "Flood Control" - Section 8 "Right of entry upon premises"-

Sec. 8 The commission and the commission's agents, engineers, surveyors, and other employees may enter upon any land or water in Indiana for the purpose of making an investigation, an examination, or a survey provided by this chapter.

UNAPPROVED STATUS OF DAM

A dam that has been given an unapproved status (see entry for permit) is one in which plans, construction specifications, hydraulic analyses, and geotechnical investigations have not been received and approved by the Department of Natural Resources. The Flood Control Act (IC 14-28), as amended, requires the Commission to adopt rules for the purpose of administration of the Commission's powers and duties. The Commission has adopted rule 312 IAC 10 entitled "Flood Plain Management" that requires in Rule 4 (312 IAC 10-4-1) "License requirement for construction in a floodway"

Section 1 (a) Except as otherwise provided in IC 14-28-1 or this article, a license from the department is required to erect, make, use, maintain, suffer, or permit a structure, obstruction, deposit, or excavation in or on a floodway.

If this form indicates an unapproved status, our records do not show that progress has been made to secure the required license. The fact that the dam is inspected under the Indiana Code (IC 14-27- 7.5) "Regulation of Dams" in no way alters the alleged illegal status of the structure(s). If your dam is indicated to be unapproved, it is requested that you contact the Indiana Department of Natural Resources, Division of Water, to discuss the resolution of the unapproved status of this dam.

E	PRINCIPAL SPILLWAY
GOOD	<input type="checkbox"/>
ACCEPTABLE	<input type="checkbox"/>
DEFICIENT	<input checked="" type="checkbox"/>
POOR	<input type="checkbox"/>

DESCRIPTION: Concrete chute approx. 4.5' wide around the right (south) end of the dam. Concrete control sill 6' wide at inlet.

PROBLEMS NOTED: ☐ (E-1) None ☐ (E-2) Deterioration ☐ (E-3) Separation ☐ (E-4) Cracking ☐ (E-5) Inlet, Outlet Deficiency ☐ (E-6) Stilling Basin Inadequacies ☐ (E-7) Trash Rack ☒ (E-8) Other obstruction.

Comments:

F	AUXILIARY SPILLWAY
GOOD	<input type="checkbox"/>
ACCEPTABLE	<input type="checkbox"/>
DEFICIENT	<input checked="" type="checkbox"/>
POOR	<input type="checkbox"/>

DESCRIPTION: Low area around left (north) end of dam.

PROBLEMS NOTED: ☐ (F-1) None ☐ (F-2) No Auxiliary Spillway Found ☐ (F-3) Erosion-with Backcutting ☐ (F-4) Crack with Displacement ☐ (F-5) Appears to be Structurally Inadequate ☐ (F-6) Appears too Small ☐ (F-7) Inadequate Freeboard ☒ (F-8) Flow Obstructed ☐ (F-9) Concrete Deteriorated/Undermined ☐ (F-10) Other

Comments:

G	MAINTENANCE AND REPAIRS
GOOD	<input type="checkbox"/>
ACCEPTABLE	<input type="checkbox"/>
DEFICIENT	<input type="checkbox"/>
POOR	<input checked="" type="checkbox"/>

PROBLEMS NOTED: ☐ (G-1) None ☒ (G-2) Access Road Needs Maintenance ☐ (G-3) Cattle Damage ☒ (G-4) Spillway Obstruction ☒ (G-5) Brush, Weeds, Tall Grass, on Upstream Slope, Crest, Downstream Slope, Toe ☒ (G-6) Trees on Upstream Slope, Crest, Downstream Slope ☒ (G-7) Rodent Activity on Upstream Slope, Crest, Downstream Slope, Toe ☐ (G-8) Deteriorated Concrete-Facing, Outlet, Spillway ☒ (G-9) Gate and/or Drawdown Need Repair ☒ (G-10) Other

Comments: See page #2 Additional Comments

H OVERALL CONDITIONSBased on this inspection and recent file review, the overall surficial condition is determined to be: ☐ (H-1) Satisfactory ☐ (H-2) fair ☐ (H-3) Conditionally Poor ☐ (H-4) Poor ☒ (H-5) Unsatisfactory

Remarks: Dam has significant safety deficiencies, immediate reservoir restrictions such as lowering the pool level is strongly recommended. According to Mr Peden, this dam may be decommissioned. Recommended that dam be either decommissioned or reconstructed to a safe condition by 2017.

**ITEMS REQUIRING ACTION BY OWNER
TO IMPROVE THE SAFETY OF THE DAM**
MAINTENANCE-MINOR REPAIR-MONITORING

- ☒ (1) Provide Additional Erosion Protection: _____
- ☒ (2) Mow: Entire dam at least once annually to keep woody vegetation in check if mowed regularly. Grass cover to remain no less than 6" tall.
- ☒ (3) Clear Trees and/or Brush From: Within 25' of dam, trees 6"+ in diameter to be removed under direct supervision of owner's professional engineer
- ☐ (4) Initiate Rodent Control Program and Properly Backfill Existing Holes: _____
- ☐ (5) Repair: _____
- ☐ (6) Provide Surface Drainage For: _____
- ☐ (7) Monitor: _____
- ☐ (8) Other: _____
- ☐ (9) Other: _____

ENGINEERING-EMPLOY AN ENGINEER EXPERIENCED IN DESIGN AND CONSTRUCTION OF DAMS TO:

(Plans & Specifications must be approved by State prior to construction.)

- ☒ (10) Prepare Plans and Specifications for the Rehabilitation of the Dam: _____
- ☒ (11) Prepare As-Built Drawings of: Entire dam, spillways, appurtenant works, and all utilities located within 25' of dam
- ☒ (12) Perform a Geotechnical Investigation to Evaluate the Stability of the Dam: _____
- ☒ (13) Perform a Hydrologic Study to Determine Required Spillway Size: For 50% P.M.P. in a 6-hr. storm event
- ☒ (14) Prepare Plans and Specifications for an Adequate Spillway: Based on the results of the Hydrologic Study
- ☒ (15) Setup a Monitoring Program: Downstream seepage area.
- ☒ (16) Refer to Unapproved Status of Dam: Page #2 Unapproved Status of Dam
- ☐ (17) Develop an Emergency Action Plan: _____
- ☐ (18) Other: _____
- ☐ (19) Other: _____

Inspectors Signature

Haiyan Yang

☐ Technician ☐ Engineer ☒ Geologist/Geotech.

Reviewed By

Owner/Owner's Representative

Date / /

The State of Indiana, by providing this dam inspection report, does not assume responsibility for any unsafe condition of the subject dam. The sole responsibility for the safety of this dam rests with the owner, who should perform or have performed frequent inspections of this dam.

GUIDELINES FOR DETERMINING CONDITIONS

CONDITIONS OBSERVED - APPLIES TO UPSTREAM SLOPE, CREST, DOWNSTREAM SLOPE, CONDUIT SPILLWAY, SPILLWAY

GOOD	ACCEPTABLE	DEFICIENT	POOR
In general, this part of the structure has a good appearance, and conditions observed in this area do not appear to threaten the safety of the dam.	Although general cross-section is maintained, surfaces may be irregular, eroded, rutted, spalled, or otherwise not in new condition. Conditions in this area do not currently appear to threaten the safety of the dam.	Continued deterioration and/or unusual loading may threaten the safety of the dam.	Conditions observed in this area appear to threaten the safety of the dam. Conditions observed in this area are unacceptable.

CONDITIONS OBSERVED - APPLIES TO SEEPAGE

GOOD (NONE)	ACCEPTABLE	DEFICIENT	POOR
No evidence of uncontrolled seepage. No unexplained increase in flows from designed drains. All seepage is clear. Seepage conditions do not appear to threaten the safety of the dam.	Some seepage exists at areas other than the drain outfalls, or other designed drains. No unexplained increase in flows from designed drains. All seepage is clear. Seepage conditions observed do not currently appear to threaten the safety of the dam.	Excessive seepage exists at areas other than drain outfalls and other designed drains. Seepage needs to be evaluated. Increased flow and/or continued deterioration in seepage conditions may threaten the safety of the dam.	Excessive seepage conditions observed appear to threaten the safety of the dam and is unacceptable. Examples: 1) Designed drain or seepage flows have increased without increase in reservoir level. 2) Drain or seepage flows contain sediment, i.e., muddy water or particles in jar samples. 3) Widespread seepage, concentrated seepage or ponding appears to threaten the safety of the dam.

CONDITIONS OBSERVED - APPLIES TO MAINTENANCE AND REPAIR

GOOD	ACCEPTABLE	DEFICIENT	POOR
Dam appears to receive effective on-going maintenance and repair, and only a few minor items may need to be addressed.	Dam appears to receive maintenance, but some maintenance items need to be addressed. No major repairs are required.	Level of maintenance of the dam needs significant improvement. Major repairs may be required. Continued neglect of maintenance may threaten the safety of the dam.	Dam does not receive adequate maintenance. One or more items needing maintenance or repair has begun to threaten the safety of the dam. Level of maintenance is unacceptable.

OVERALL CONDITIONS

SATISFACTORY - No existing or potential dam safety deficiencies recognized. Safe performance is expected under all anticipated loading conditions, including such events as infrequent hydrologic and/or seismic events.	CONDITIONALLY POOR - A potential safety deficiency is recognized for unusual loading conditions which may realistically occur during the expected life of the structure. CONDITIONALLY POOR may also be used when uncertainties exist as to critical analysis parameters which identify a potential dam safety deficiency; further investigations and studies are necessary.	POOR - A potential dam safety deficiency is clearly recognized for normal loading conditions. Immediate actions to resolve the deficiency are recommended; reservoir restrictions may be necessary until problem resolution.
FAIR - No existing dam safety deficiencies are recognized for normal loading conditions. Infrequent hydrologic and/or seismic events would probably result in a dam safety deficiency.		UNSATISFACTORY - A dam safety deficiency exists for normal conditions. Immediate remedial action is required for problem resolution.

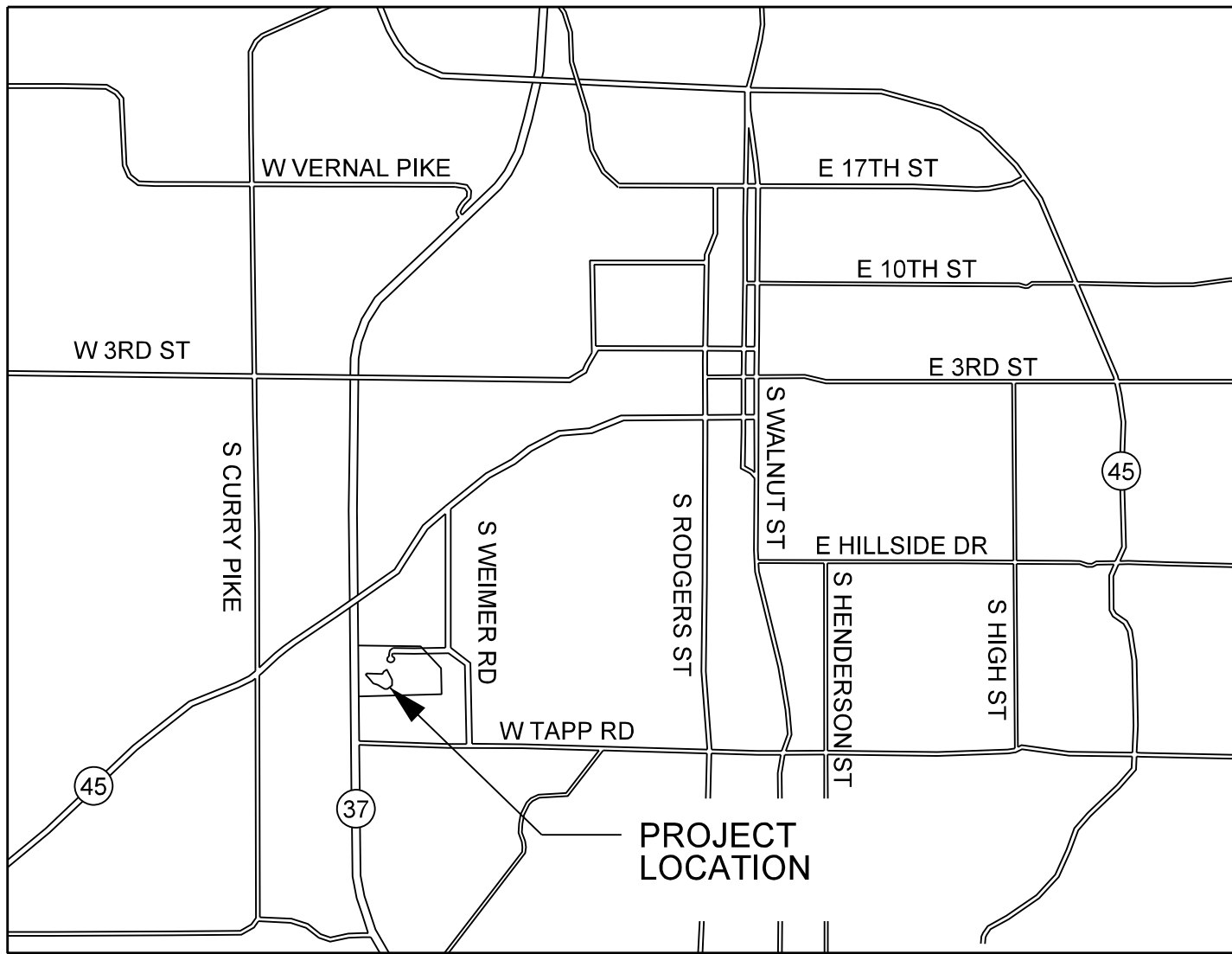
HAZARD CLASSIFICATIONS OF DAMS

LOW - Dams located in rural or agricultural areas where failure may damage farm buildings, agricultural land, or township and country roads.	SIGNIFICANT - Dams located in predominantly rural or agricultural areas where failure may damage isolated homes, main highways or minor railroads or cause interruption of use or service of relatively important public utilities.	HIGH - Dams located where failure may cause loss of life, serious damage to homes, industrial and commercial buildings, important public utilities, main highways, or railroads.
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Hazard classification is defined in 312 IAC Article 10.5 "Regulation of Dams".

CITY OF BLOOMINGTON UTILITIES DEPARTMENT WEIMER DAM REMOVAL

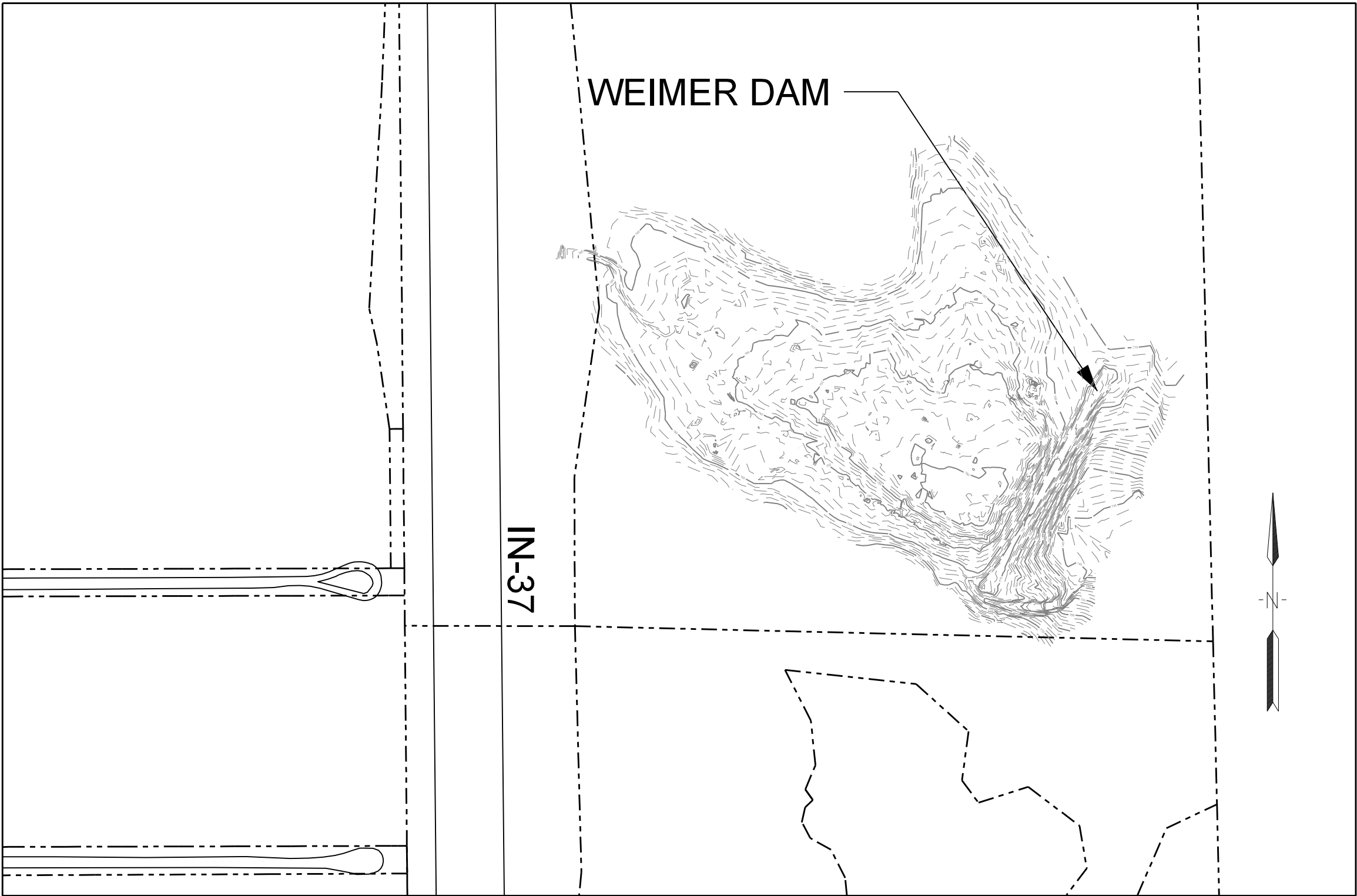
90% DESIGN



VICINITY MAP
N.T.S.

SITE ACCESS

FROM HIGHWAY 37, TURN ONTO W TAPP RD. TAKE LEFT ONTO S WEIMER RD AND THEN LEFT ONTO W WAPEHANI RD. PARKING LOT WILL BE AT THE END OF THIS ROAD.



LOCATION MAP
1" = 200'

INDEX OF SHEETS

- | | |
|---------|------------------------------|
| 1 | TITLE SHEET |
| 2 | GENERAL NOTES AND DETAILS |
| 3 | EXISTING CONDITIONS |
| 4 | PROPOSED CONDITIONS |
| 5 - 8 | CROSS-SECTIONS |
| 9 | CROSS-SECTIONS AND PROFILE |
| 10 | PLANTING PLAN |
| 11 - 12 | SEDIMENT AND EROSION CONTROL |

PROJECT LEGEND			
EXISTING		PROPOSED	
WOODS LINE	.....	PROPOSED MAJOR CONTOUR LINE	..... 720
TOP OF BANK	.....	PROPOSED MINOR CONTOUR LINE	.....
MINOR CONTOUR LINE	.....	CONSTRUCTED RIFFLE W/ ROCK DROP STRUCTURE	.....
MAJOR CONTOUR LINE	..... 720	CONSTRUCTED RIFFLE	.....
TRAIL	.....	ALTERNATING ROCK STEP	.....
CONCRETE	.....	SPILLWAY BACKFILL	.....
BOUNDARY LINE	.....	PROPOSED STREAM	.....
PARKING LOT	.....	PROFILE	
		EXISTING GROUND	.....
		PROPOSED GROUND	.....

NOT FOR
CONSTRUCTION



6983 CORPORATE CIRCLE
INDIANAPOLIS, IN 46278
PHONE: (317) 243-9200
FAX: (317) 243-9201
WWW.KCI.COM



UTILITIES DEPARTMENT
600 E MILLER DR.
BLOOMINGTON, IN 47401
PHONE: (812) 349-3830

REVISIONS				DATE
NO.	DATE	DESCRIPTION	BY	
1	02/03/2017	CONCEPTUAL DESIGN	MTU	08/28/2017
2	04/28/2017	60% DESIGN	MTU	SCALE
3	08/28/2017	90% DESIGN	MTU	SEE NOTE
				DESIGNED BY
				M. UNDERWOOD
				DRAWN BY
				M. UNDERWOOD

WEIMER DAM REMOVAL

WAPEHANI MOUNTAIN BIKE PARK

DRAWING NO.
TITLE SHEET
SHEET 1 OF 12
KCI JOB NUMBER
201603472

GENERAL NOTES:

ALL BEARINGS ARE BASED ON NAD 83 GRID BEARINGS. ALL DISTANCES AND COORDINATES SHOWN ARE HORIZONTAL (GROUND) VALUES.

ALL FINAL GRADED AREAS SHALL BE STABILIZED WITHIN 48 HOURS. TEMPORARY SEEDING AND MULCHING SHALL BE USED TO STABILIZE ANY DISTURBED AREA WHERE ADDITIONAL WORK IS NOT SCHEDULED FOR AT LEAST 7 DAYS.

EVERY EFFORT SHALL BE TAKEN TO MINIMIZE DISTURBANCE IN THE STREAM CHANNEL AND LAKE BED, AND IN GAINING ACCESS TO/FROM THE WORK AREA.

IMPLEMENTED SEDIMENTATION AND EROSION CONTROLS SHALL BE IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL EROSION CONTROL REGULATIONS.

CONTRACTOR SHALL KEEP ALL SURROUNDING PUBLIC ROADWAYS AND DRAINAGE SYSTEMS FREE FROM DIRT, MUD, AND CONSTRUCTION DEBRIS AT ALL TIMES.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY ITEMS DAMAGED DURING CONSTRUCTION, INCLUDING FENCING, ROADS, ETC.

ALL EARTH MOVING EQUIPMENT SHALL BE SERVICED PRIOR TO WORK COMMENCING EACH MORNING. EQUIPMENT SHALL BE MAINTAINED TO PREVENT FUEL, OIL, AND LUBRICANT SPILLS INTO THE WATERWAY AND/OR RIPARIAN AREA.

MATERIALS:
EXCAVATED MATERIAL SHALL TEMPORARILY BE STOCKPILED IN NON-FORESTED AND NON-WETLAND AREAS WITHIN THE LIMIT OF DISTURBANCE. EXACT LOCATION OF THE TEMPORARY SPOIL AREAS SHALL BE DETERMINED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING APPROPRIATE STABILIZATION MEASURES OUTSIDE OF THE SPOIL AREAS TO PREVENT EROSION AND SEDIMENTATION.

UTILITIES:
THE CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES INSIDE THE LIMIT OF DISTURBANCE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE INCURRED TO ANY UTILITY SERVICE LINE AT NO COST OR OBLIGATION TO THE OWNER.

CONTRACTOR SHOULD CALL THE "CALL BEFORE YOU DIG" NUMBER FOR UTILITY LOCATIONS (800-382-5544 OR 811) PRIOR TO COMMENCEMENT OF EARTHWORK.

CONSTRUCTION SEQUENCE:

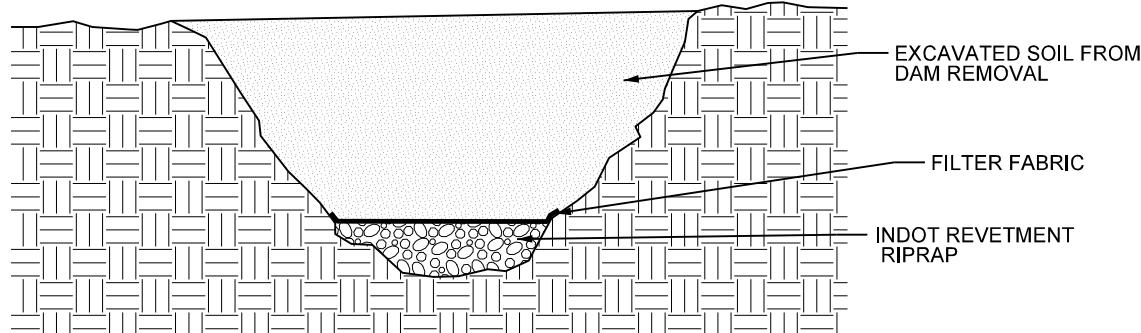
PHASE 1: INITIAL SITE PREPARATION.

1. IDENTIFY PROJECT BOUNDARY, LIMITS OF DISTURBANCE, SENSITIVE AREAS, STAGING AREA, AND ACCESS POINTS WITH THE ENGINEER.
2. CONSTRUCT STAGING AREA 1 IN A MANNER TO SUPPORT THE EXECUTION OF THE PROJECT IN PHASES AS INDICATED IN THE PLANS AND AS DIRECTED BY THE ENGINEER.
3. INSTALL EROSION CONTROL DEVICES IN ACCORDANCE WITH THE SEDIMENT AND EROSION CONTROL PLAN AND AS DIRECTED BY THE ENGINEER.
4. CONSTRUCT STAGING AREA 2.
5. INSTALL ACCESS ROAD.

PHASE 2: COMPLETE DAM DECOMMISSIONING

6. BEFORE CONSTRUCTION ACTIVITIES START, INSTALL PUMP-AROUND OPERATIONS.
7. REMOVE TREES THAT WILL BE DISTURBED DURING THE REMOVAL OF THE DAM. TREES CAN ONLY BE REMOVED FROM NOVEMBER 15 TO MARCH 31 DUE TO THE ENDANGERED INDIANA BAT (MYOTIS SODALIS). IF POSSIBLE, AVOID REMOVING TREES WITH LOOSE BARK AS THE BATS USE THAT AS HABITAT.
8. REMOVE DAM BY STARTING ON THE RIGHT SIDE OF THE DAM AND TRIM OUT THE DAM IN LAYERS. CONSTRUCT TERRACES, FLOODPLAINS, AND CHANNEL AS SHOWN IN PLANS.
9. ONCE DISTURBED AREAS AND EXPOSED SLOPES ARE STABILIZED, REMOVE PUMP-AROUND SYSTEM, AND SEDIMENT AND EROSION CONTROL DEVICES.
10. RETURN STAGING AREAS, ACCESS ROAD, AND CONSTRUCTION ENTRANCE TO PRECONSTRUCTION CONDITIONS.
11. REPAIR SECTIONS OF W WAPEHANI RD THAT WERE DAMAGED DURING CONSTRUCTION.

STRUCTURES		
STATION	DESCRIPTION	THALWEG ELEV. (FT)
0+00 - 0+20	CONSTRUCTED RIFFLE	750.0 - 748.8
0+20	ROCK DROP STRUCTURE	748.8
0+40 - 0+60	CONSTRUCTED RIFFLE	748.3 - 747.1
0+60	ROCK DROP STRUCTURE	747.1
0+80 - 1+00	ALTERNATING ROCK STEPS	SEE PROFILE ON PAGE 8
1+20 - 1+40	CONSTRUCTED RIFFLE	745.2 - 744
1+40	ROCK DROP STRUCTURE	744
1+60 - 1+80	CONSTRUCTED RIFFLE	743.5 - 742.5
1+80	ROCK DROP STRUCTURE	742.5
2+00 - 2+37.4	CONSTRUCTED RIFFLE	742.0 - 740.7



CROSS-SECTION VIEW

SPILLWAY BACKFILL
SCALE: NTS

NOTE:

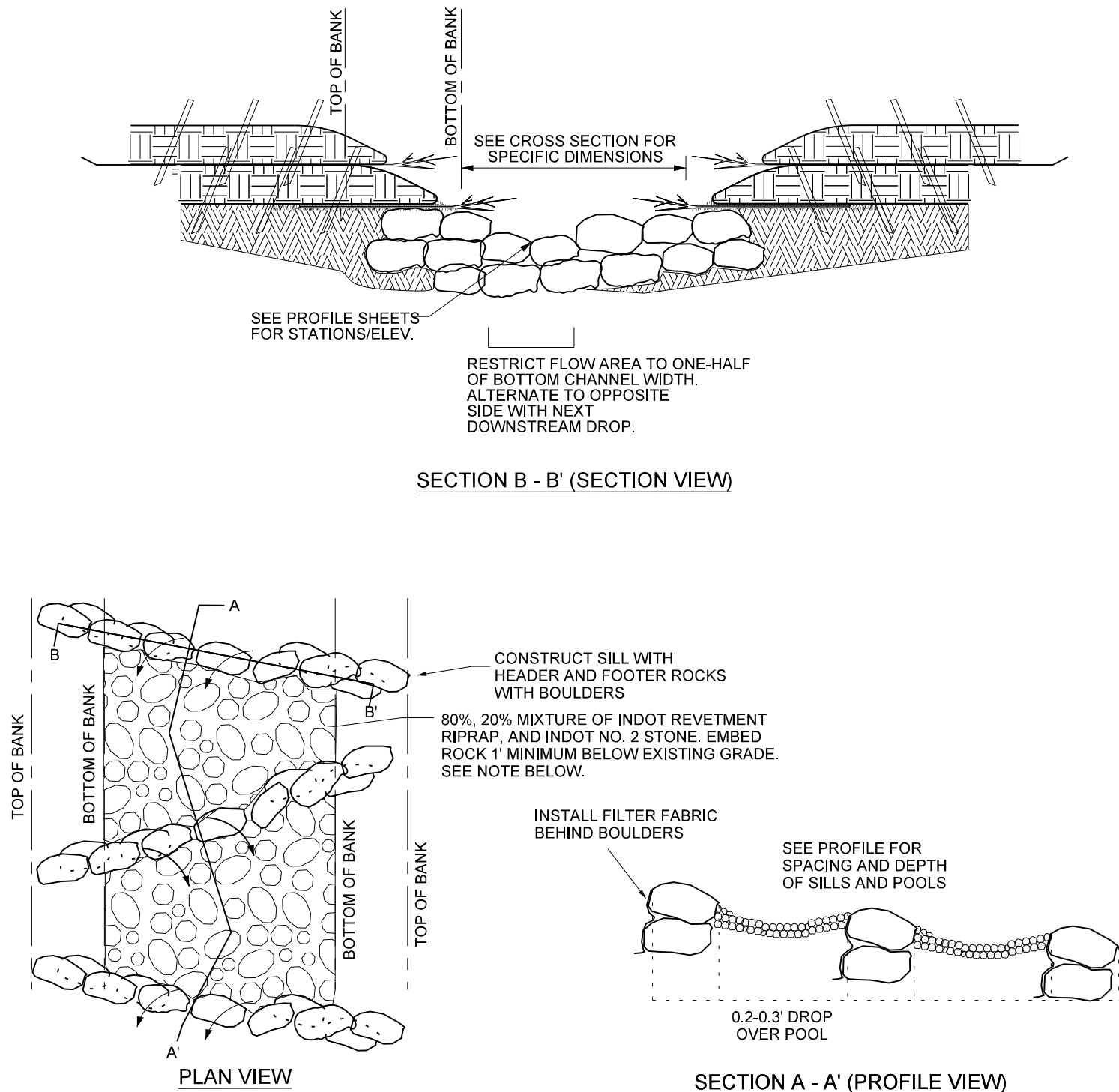
- THE BACKFILL OF THE SPILLWAY SHALL BE INSTALLED AS SHOWN FROM THE INCOMING SEAPS TO THE BOTTOM OF THE SPILLWAY. AS SHOWN ON THE PLANS, BACKFILL THE AREA ABOVE THE SEEP WITH JUST SOIL.

- BEGIN BY INSTALLING INDOT REVETMENT RIPRAP TO 1' DEPTH. LAY FILTER FABRIC ON TOP OF STONE AND BACKFILL WITH EXCAVATED SOIL FROM THE REMOVAL OF THE DAM. INSTALL SOIL IN 6" LIFTS AND THEN COMPACT. SEED AND STRAW THE TOP OF THE NEW FILL.

- ENSURE THAT EXCAVATED BACKFILL IS FREE FROM WASTE MATERIAL, INCLUDING CONSTRUCTION DEBRIS, DAM DEBRIS, AND TRASH.

- IF SLOPE OF THE BACKFILL IS 2:1 OR STEEPER, MAT THE SPILLWAY WITH EXCELISIOR EROSION CONTROL MATTING

- CONTAMINATED SOIL FROM THE DAM EXCAVATION CAN BE USED IN THE BACKFILL AS LONG AS CLEAN SOIL IS PLACED IN THE LAST FOOT OF THE BACKFILL



NOTE:

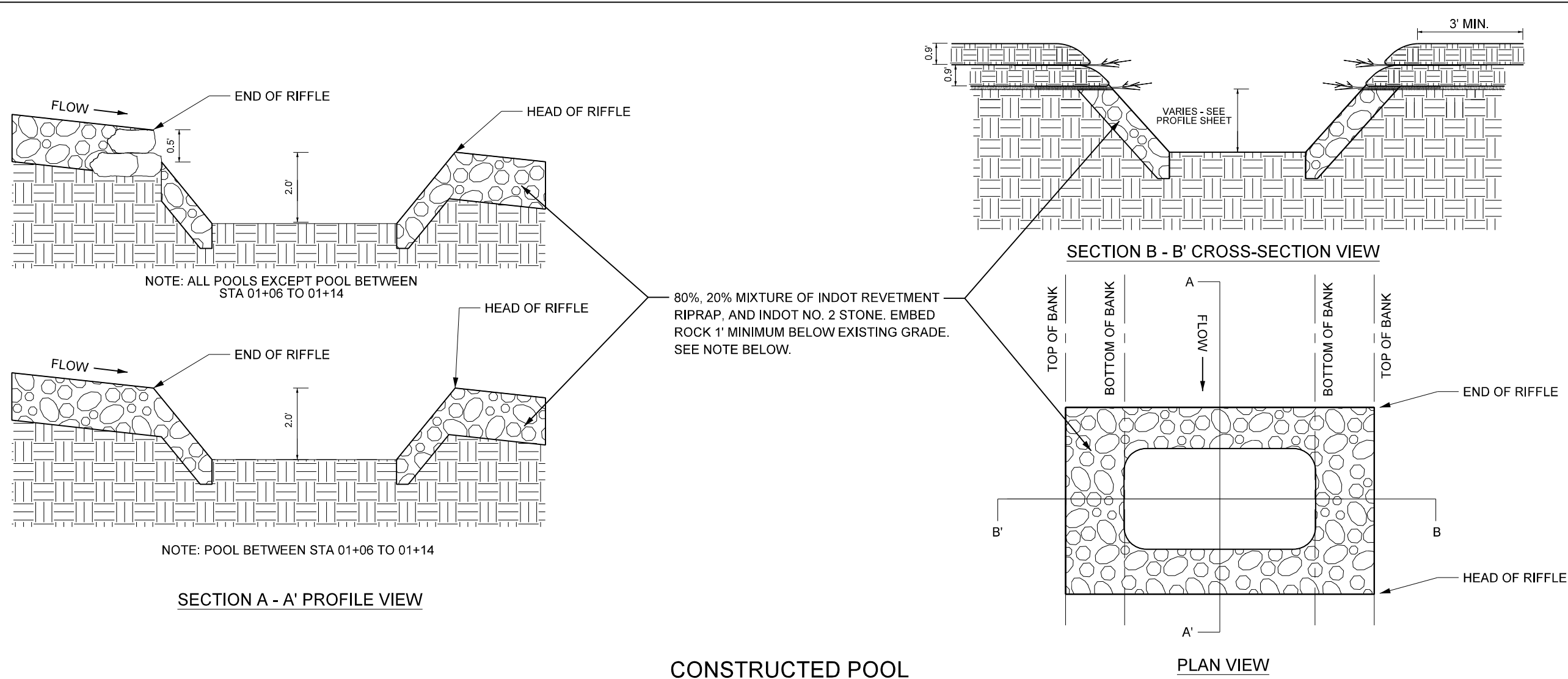
- SOIL LIFTS SHALL BE INSTALLED ALONG EACH BANK AS SEEN IN THE CONSTRUCTED RIFFLE WITH SOIL LIFT DETAIL

- MIX INDOT REVETMENT RIPRAP AND INDOT NO. 2 STONE AT STAGING AREA BEFORE BEING INSTALLED. DEPTH OF STONE SHOULD BE 1.5' MINIMUM.

- EACH SOIL LIFT SHALL BE 0.9' HIGH AND THE FACE OF EACH WILL BE SLOPED AT 3:1.

- MATERIAL IN EACH LIFT SHALL BE TOP SOIL. SEE TECHNICAL SPECIFICATIONS FOR FURTHER DETAILS.

- ALL SILL OR FOOTER ROCKS ARE BOULDERS.



CONSTRUCTED POOL
SCALE: NTS

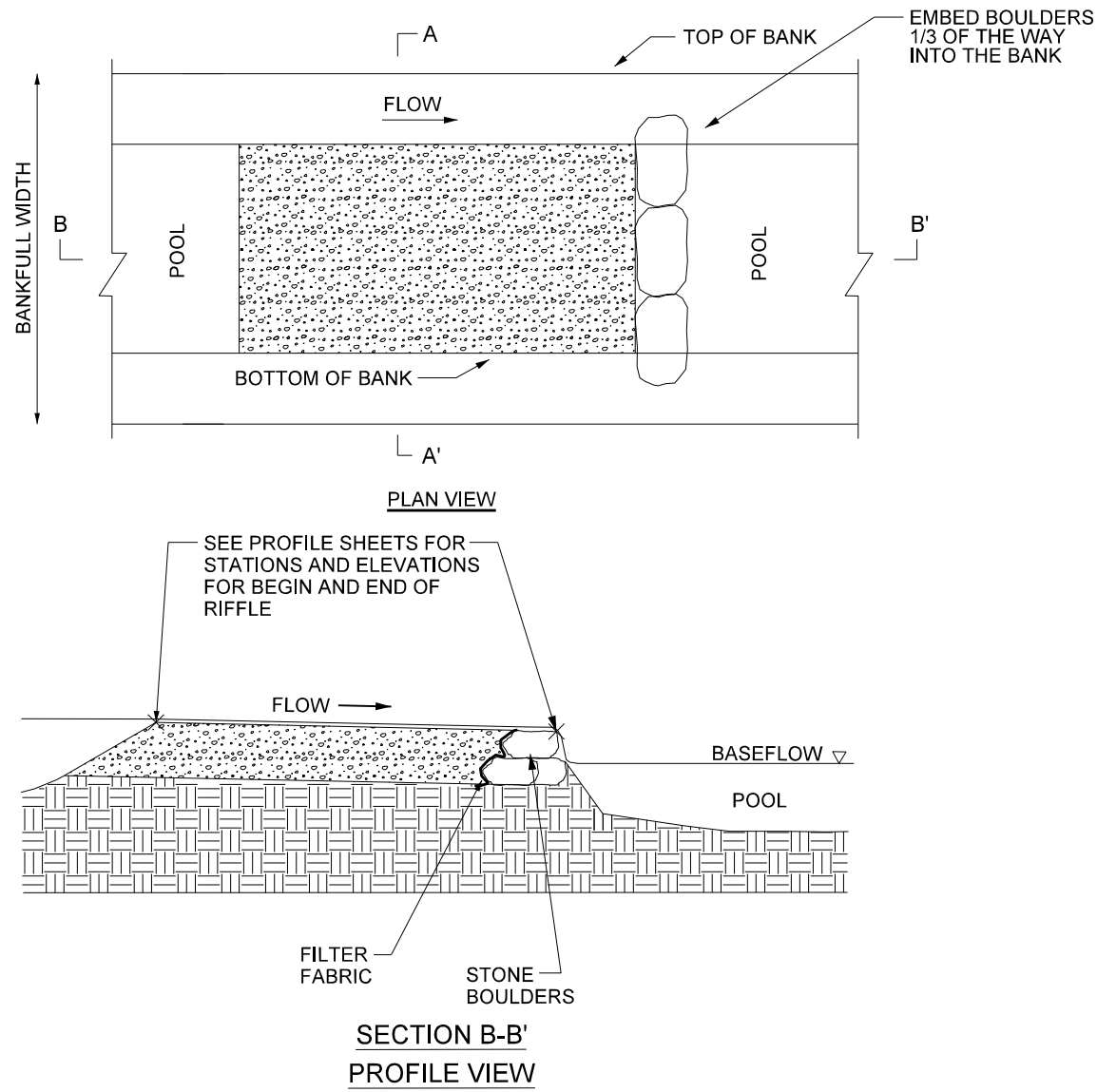
NOTE:

- EACH POOL IN THE PROJECT SHALL BE CONSTRUCTED AS SHOWN. FOR THE POOL FROM STA 01+06 TO 01+14, ONLY INSTALL ROCK MIX TO A HEIGHT OF 2.0' IN THE CROSS-SECTION.

- MIX INDOT REVETMENT RIPRAP AND INDOT NO. 2 STONE AT STAGING AREA BEFORE BEING INSTALLED. DEPTH OF STONE SHOULD BE 1.5' MINIMUM.

- MATERIAL IN EACH LIFT SHALL BE TOP SOIL. SEE TECHNICAL SPECIFICATIONS FOR FURTHER DETAILS.

- EACH SOIL LIFT SHALL BE 0.9' HIGH AND THE FACE OF EACH WILL BE SLOPED AT 1.5:1. FOR MORE INFORMATION SEE THE CONSTRUCTED RIFFLE WITH SOIL LIFT DETAIL



1.5'x1'x2" WOODEN STAKES ON 1' CENTERS. STAKE EACH LAYER. STAKES SHALL BE NOTCHED OR HAVE A NAIL AT TOP. SEE SPECIAL PROVISIONS. (BOTTOM LAYER STAKING NOT SHOWN FOR CLARITY)

USE HEAVY COIR MATTING ON ALL LIFTS

SEE CROSS SECTION FOR SPECIFIC DIMENSIONS

SEE PROFILE SHEETS FOR STATIONS/ELEV. SEE CROSS SECTION SHEETS FOR DIMENSIONS

80% 20% MIXTURE OF INDOT REVETMENT RIPRAP, AND INDOT NO. 2 STONE. SEE NOTE BELOW.

3' MIN.

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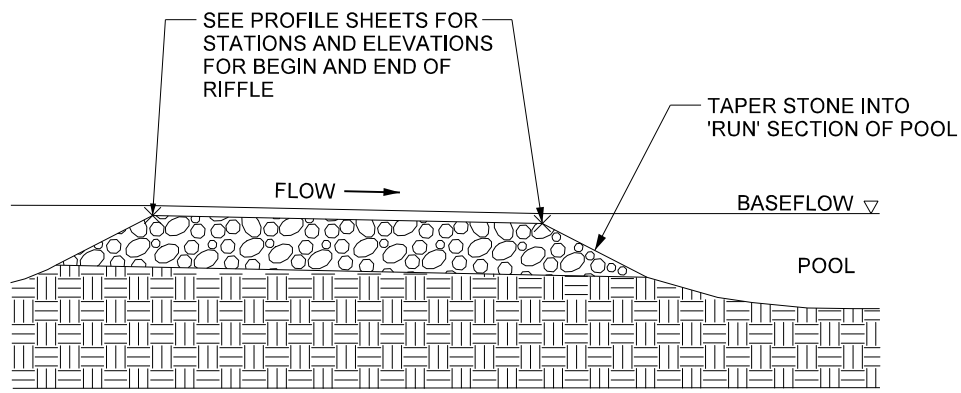
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SECTION (PROFILE VIEW)

1.5'x1'x2" WOODEN STAKES ON 1' CENTERS. STAKE EACH LAYER. STAKES SHALL BE NOTCHED OR HAVE A NAIL AT TOP. SEE SPECIAL PROVISIONS. (BOTTOM LAYER STAKING NOT SHOWN FOR CLARITY)

USE HEAVY COIR MATTING ON ALL LIFTS

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SEE CROSS SECTION SHEETS FOR DIMENSIONS

SEE PROFILE SHEETS FOR STATIONS/ELEV. SEE CROSS SECTION SHEETS FOR DIMENSIONS

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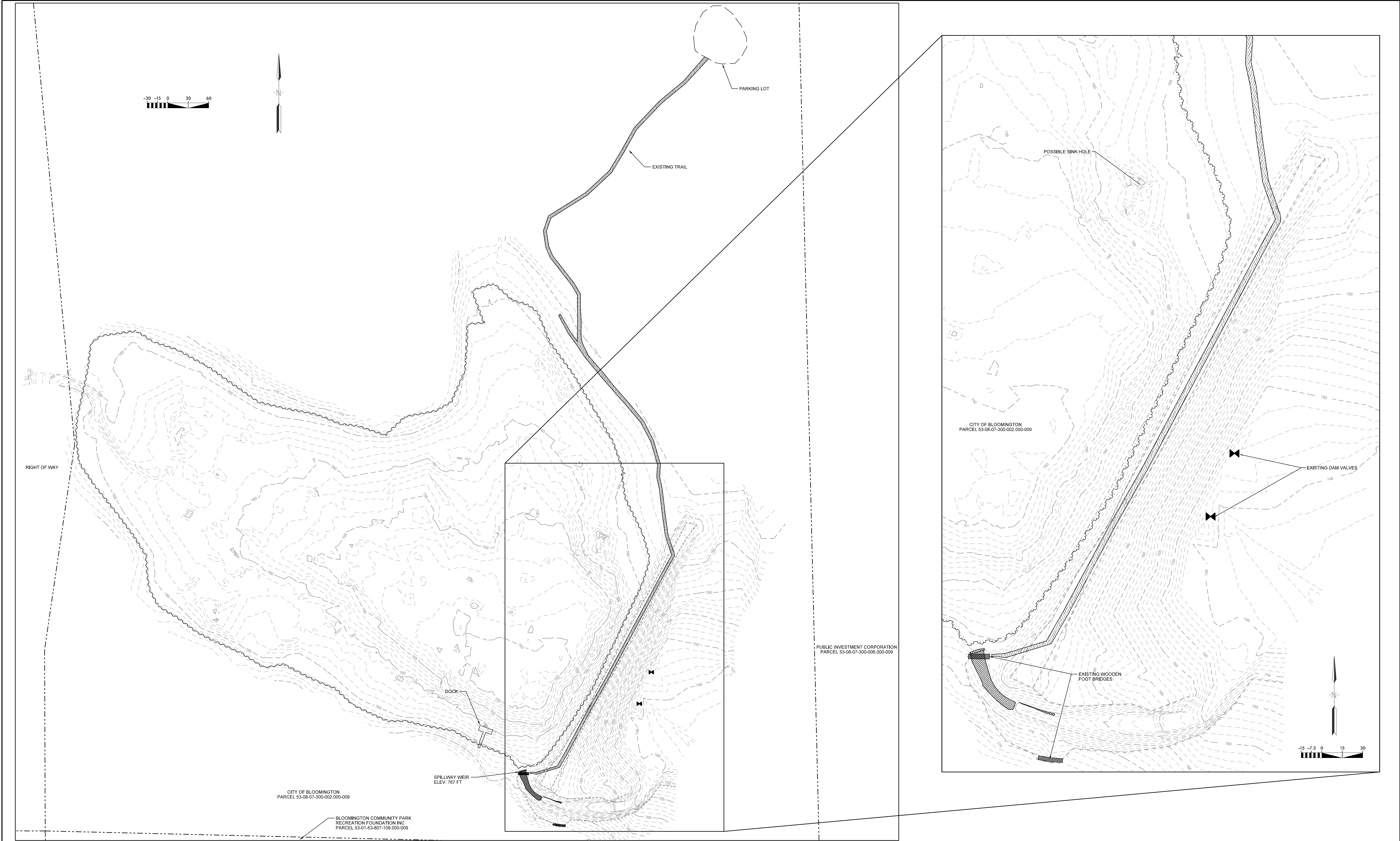
3' MIN.

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80% 20% MIXTURE OF INDOT REVETMENT RIPRAP, AND INDOT NO. 2 STONE. SEE NOTE BELOW.

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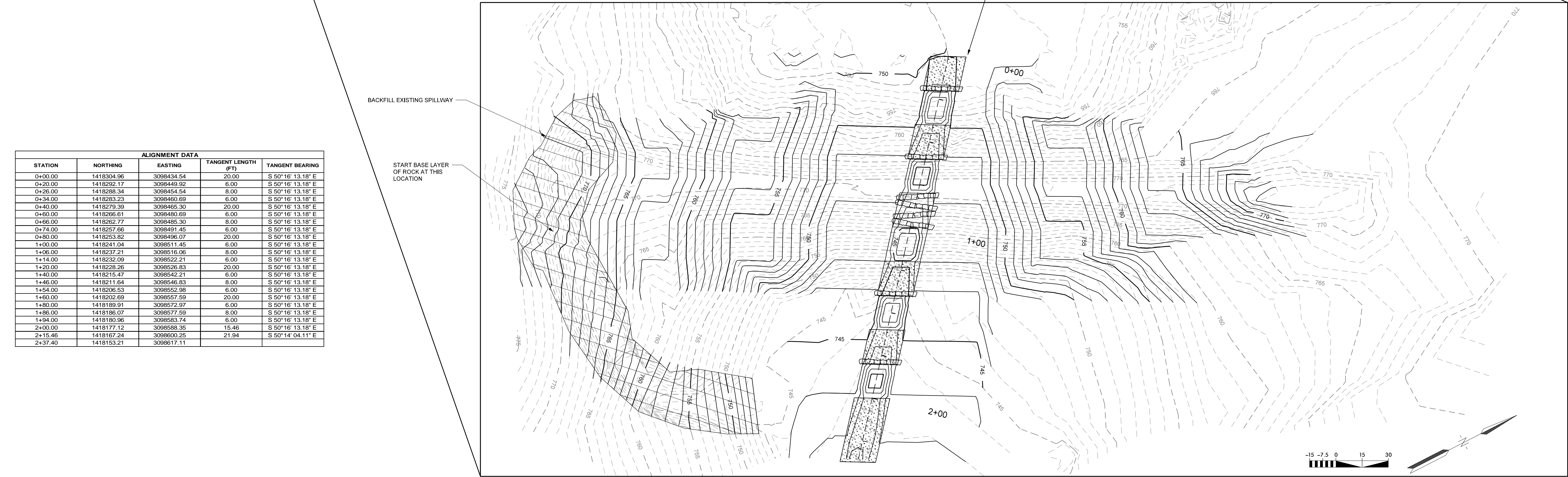
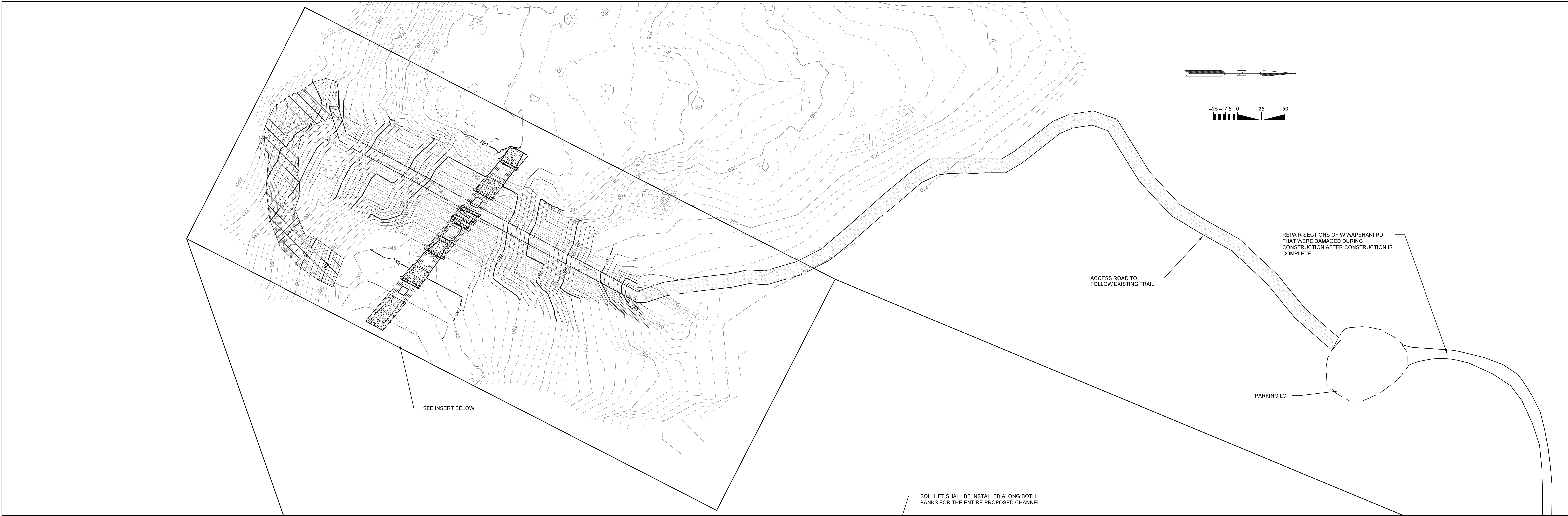
REVISIONS			DATE
NO.	DATE	DESCRIPTION	BY
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2	04/28/2017	60% DESIGN	MTU
3	08/28/2017	80% DESIGN	MTU

DATE	08/28/2017
SCALE	SEE GRAPHIC
DESIGNED BY	M. UNDERWOOD
DRAWN BY	M. UNDERWOOD

WEIMER DAM REMOVAL

WAPEHANI MOUNTAIN BIKE PARK

DRAWING NO.
EXISTING CONDITIONS
SHEET 3 OF 12
KCI JOB NUMBER
201603472



ALIGNMENT DATA				
STATION	NORTHING	EASTING	TANGENT LENGTH (FT)	TANGENT BEARING
0+00.00	1418304.96	3098434.54	20.00	S 50°16' 13.18" E
0+20.00	1418292.17	3098449.92	6.00	S 50°16' 13.18" E
0+26.00	1418286.34	3098454.54	6.00	S 50°16' 13.18" E
0+34.00	1418283.23	3098460.69	6.00	S 50°16' 13.18" E
0+40.00	1418279.39	3098465.30	20.00	S 50°16' 13.18" E
0+60.00	1418266.81	3098480.69	6.00	S 50°16' 13.18" E
0+66.00	1418262.77	3098485.30	6.00	S 50°16' 13.18" E
0+74.00	1418257.66	3098491.45	6.00	S 50°16' 13.18" E
0+80.00	1418253.82	3098496.07	20.00	S 50°16' 13.18" E
1+00.00	1418241.04	3098511.45	6.00	S 50°16' 13.18" E
1+06.00	1418237.21	3098516.06	6.00	S 50°16' 13.18" E
1+14.00	1418232.09	3098522.21	6.00	S 50°16' 13.18" E
1+20.00	1418228.26	3098526.83	20.00	S 50°16' 13.18" E
1+40.00	1418215.47	3098542.21	6.00	S 50°16' 13.18" E
1+46.00	1418211.64	3098546.83	6.00	S 50°16' 13.18" E
1+54.00	1418206.53	3098552.98	6.00	S 50°16' 13.18" E
1+60.00	1418202.69	3098557.59	20.00	S 50°16' 13.18" E
1+80.00	1418189.91	3098572.97	6.00	S 50°16' 13.18" E
1+86.00	1418186.07	3098577.59	6.00	S 50°16' 13.18" E
1+94.00	1418180.96	3098583.74	6.00	S 50°16' 13.18" E
2+00.00	1418177.12	3098588.35	15.46	S 50°16' 13.18" E
2+15.46	1418167.24	3098600.25	21.94	S 50°14' 04.11" E
2+37.40	1418153.21	3098617.11		



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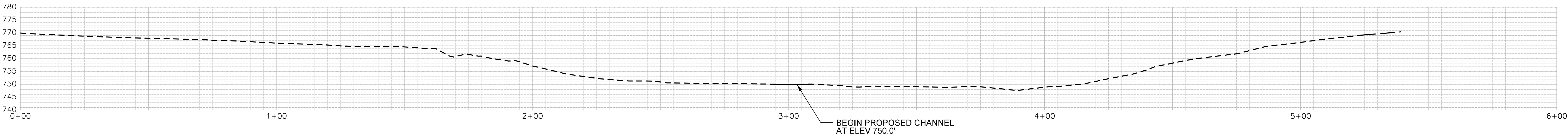
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				DESIGNED BY
				M. UNDERWOOD
				DRAWN BY
				M. UNDERWOOD

WEIMER DAM REMOVAL

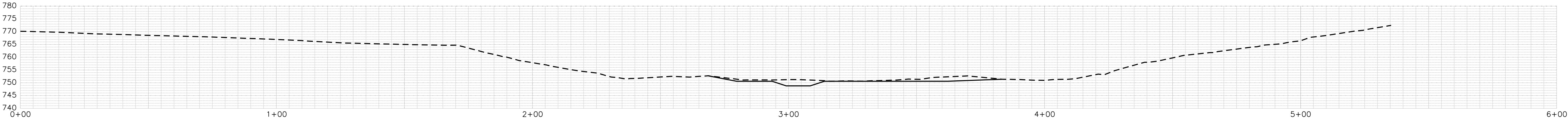
WAPEHANI MOUNTAIN BIKE PARK

DRAWING NO.
PROPOSED CONDITIONS
SHEET 4 OF 12
KCI JOB NUMBER
201603472

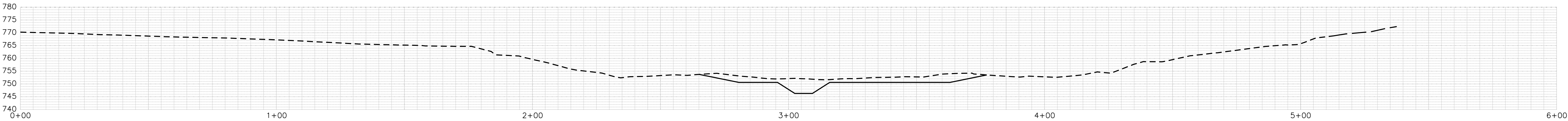
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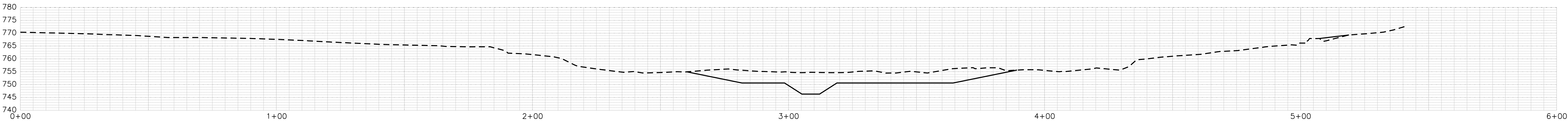
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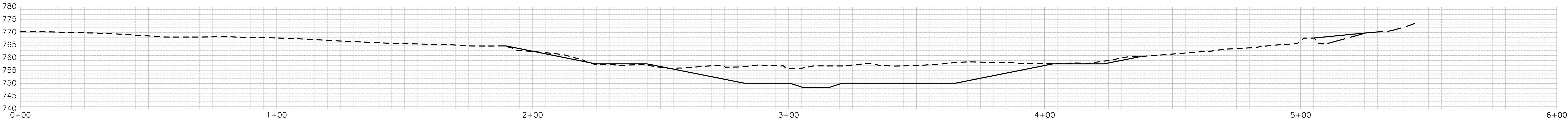
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DAM CROSS-SECTION STA 0+34




DAM CROSS-SECTION STA 0+40





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				DRAWN BY
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WEIMER DAM REMOVAL
WAPEHANI MOUNTAIN BIKE PARK

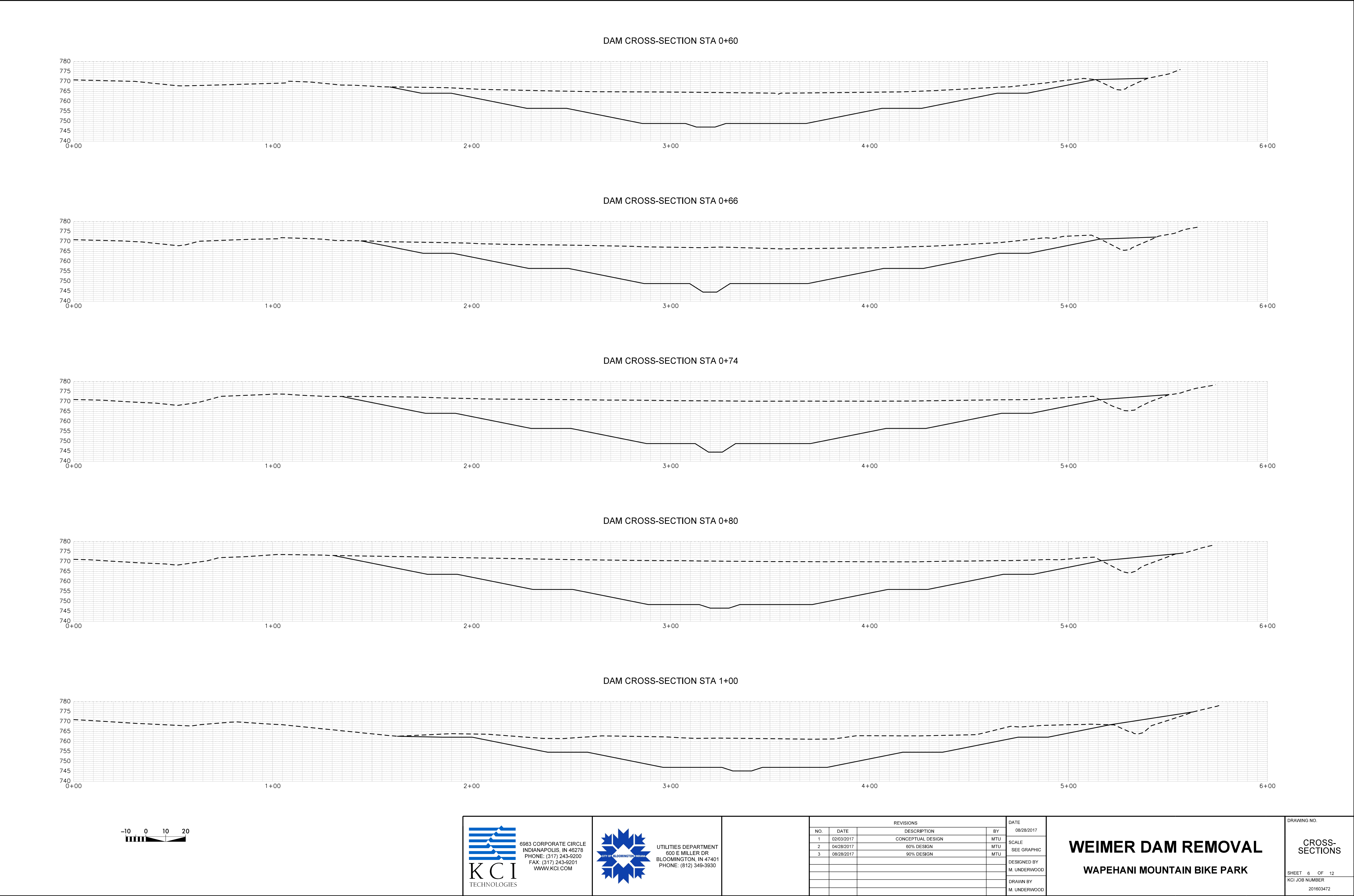
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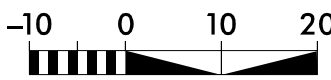
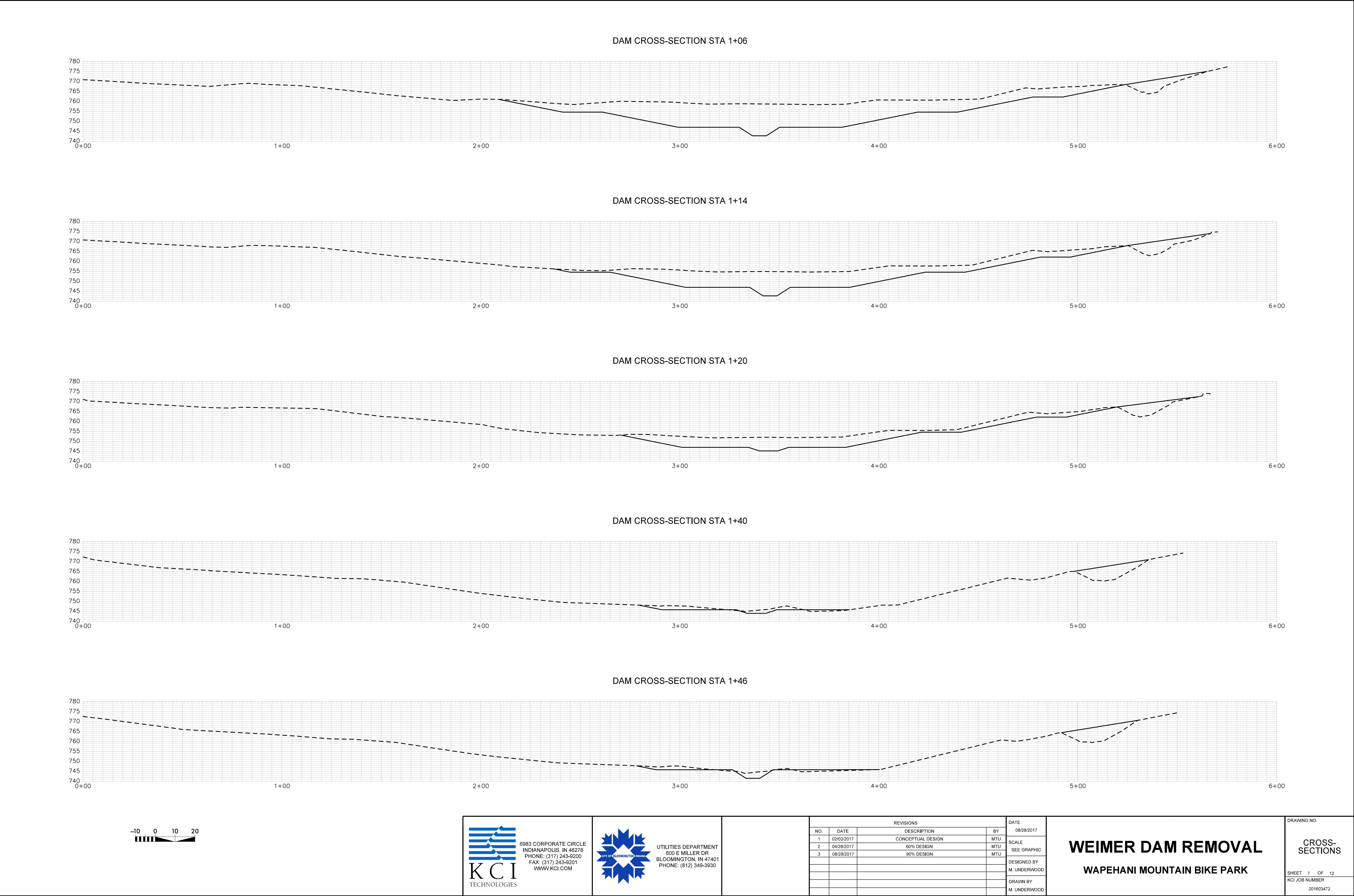
CROSS-SECTIONS

SHEET 5 OF 12

KCI JOB NUMBER

201603472





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WEIMER DAM REMOVAL

WAPEHANI MOUNTAIN BIKE PARK

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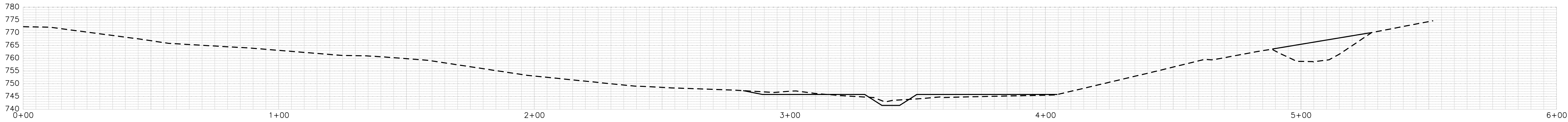
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SHEET 7 OF 12

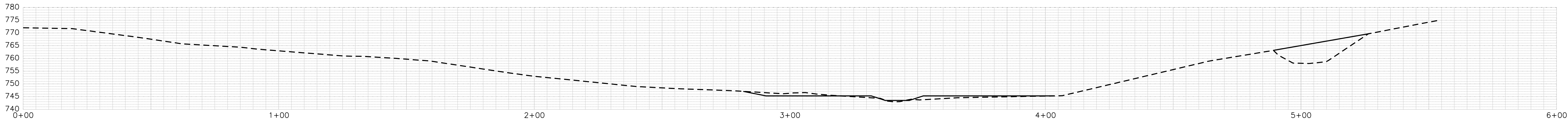
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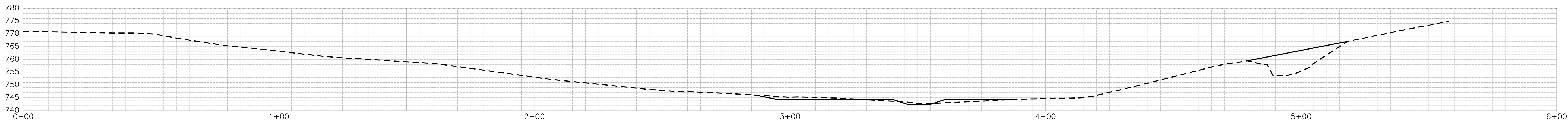
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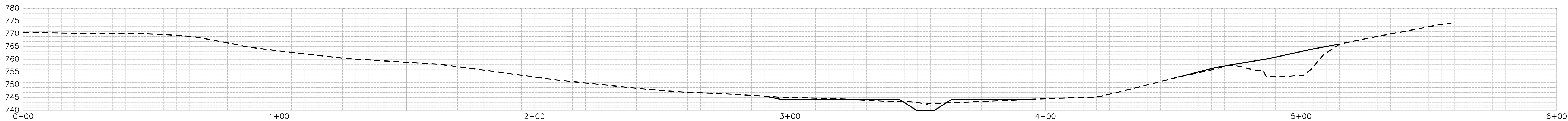
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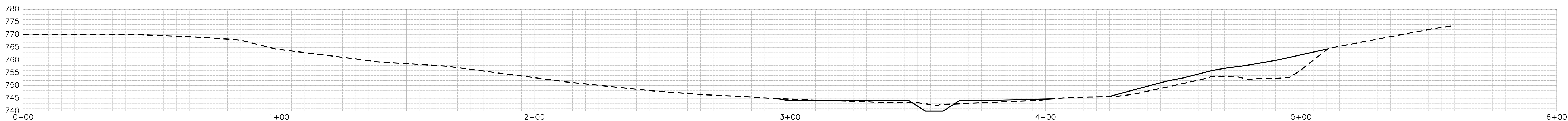
DAM CROSS-SECTION STA 1+80




DAM CROSS-SECTION STA 1+86




DAM CROSS-SECTION STA 1+94





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DESIGNED BY	M. UNDERWOOD
DRAWN BY	M. UNDERWOOD

WEIMER DAM REMOVAL

WAPEHANI MOUNTAIN BIKE PARK

DRAWING NO.

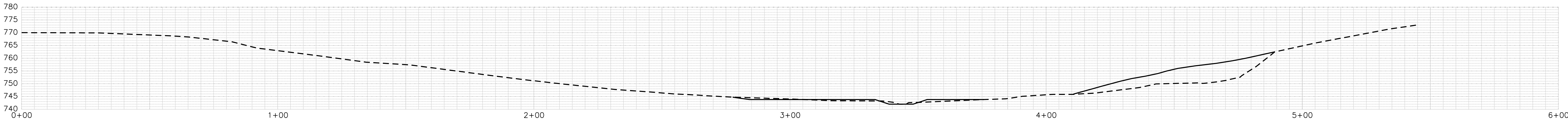
CROSS-SECTIONS

SHEET 8 OF 12

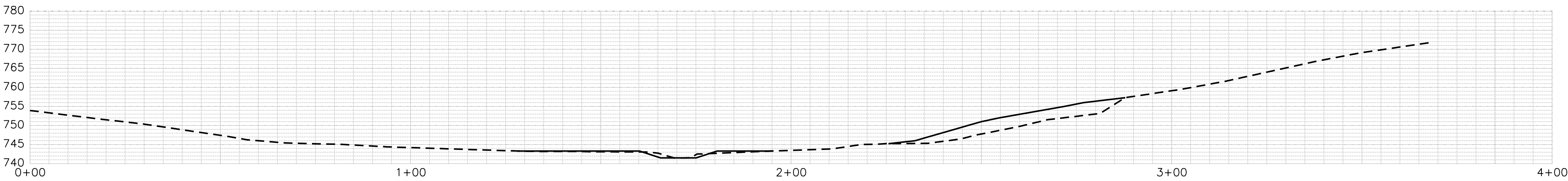
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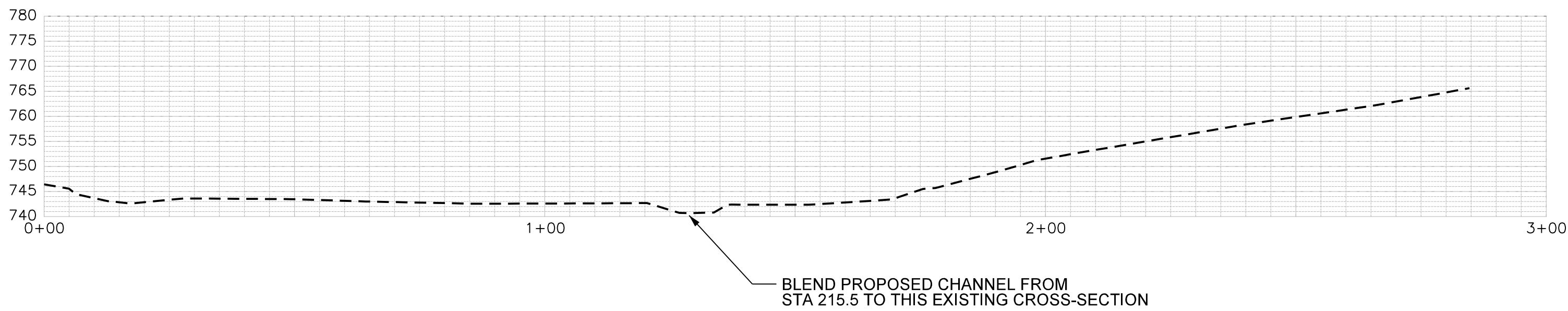
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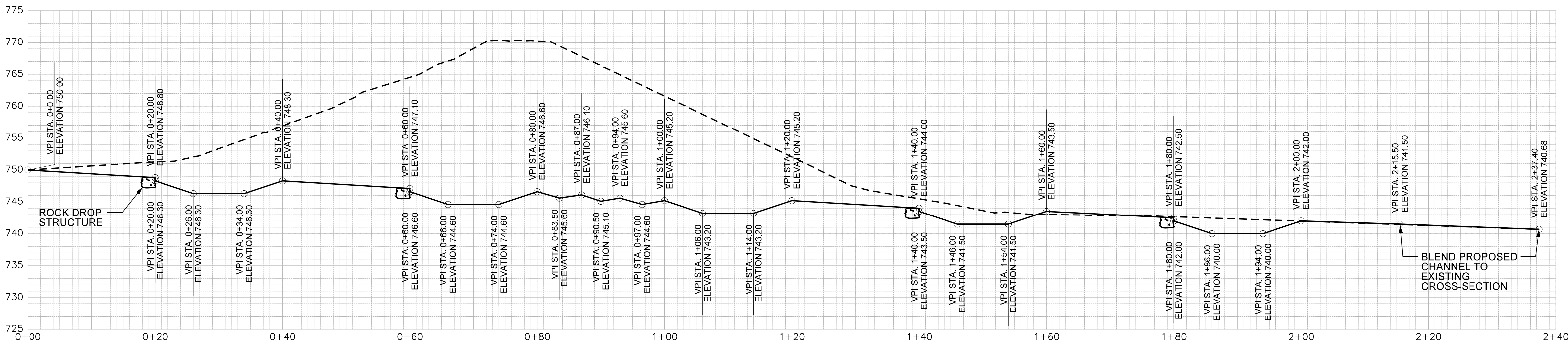
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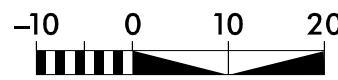
DAM CROSS-SECTION STA 2+37.4



DAM PROFILE



CROSS-SECTIONS



PROFILE



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DESIGNED BY	DATE
M. UNDERWOOD	08/28/2017
DRAWN BY	SCALE
M. UNDERWOOD	SEE GRAPHIC

WEIMER DAM REMOVAL

WAPEHANI MOUNTAIN BIKE PARK

DRAWING NO.
CROSS-SECTIONS AND PROFILE
SHEET 9 OF 12
KCI JOB NUMBER
201603472



LAKE BED PLUGS

COMMON NAME	SCIENTIFIC NAME	SIZE	TOTAL
GRAMINOIDS			
FRANK'S SEDGE	CAREX FRANKII	2 3/8X4	349
FOWL MANA GRASS	GLYCERIA STRIATA	2 3/8X4	349
SOFT RUSH	JUNCUS EFFUSUS	2 3/8X4	349
DARK GREEN BULRUSH	SCIRPUS ATROVIRENS	2 3/8X4	349
WOOLGRASS	SCIRPUS CYPERINUS	2 3/8X4	349
SOFSTEM BULRUSH	SCIRPUS VALIDUS	2 3/8X4	349
THREE SQUARED BULRUSH	SCIRPUS PUNGENS	2 3/8X4	349
FORBS			
SWEET FLAG	ACORUS CALAMUS	2 3/8X4	294
WATER PLANTAIN	ALISMA SUBCORDATUM	2 3/8X4	294
SWAMP MILKWEED	ASCLEPIAS INCARNATA	2 3/8X4	294
BLUE FLAG IRIS	IRIS VIRGINICA SHREVEI	2 3/8X4	294
ARROW ARUM	PELTANDRA VIRGINICA	2 3/8X4	294
COMMON ARROWHEAD	SAGGITARIA LATIFOLIA	2 3/8X4	294
GIANT BURREED	SPARGANIUM EURYCARPUM	2 3/8X4	294

- PLANTING SHALL OCCUR BETWEEN APRIL 15 - JUNE 1
- PLUGS SHALL BE PLANTED 36" ON CENTER WITH CLUSTERS OF 9, 12, OR 15 OF SAME SPECIES TO CREATE LARGER PATCHES OF HERBACEOUS PLANT GROUPINGS
- EACH PLUG SHALL BE ANCHORED WITH 6" METAL U STAPLES
- AFTER INSTALLATION, SPRAY GEESE REPELLENT ON PLUGS
- AFTER INSTALLATION, PLANTS SHALL BE WATERED WEEKLY FOR 4 - 6 WEEKS, UNLESS SOIL IS SATURATED

FLOODPLAIN TREES AND SHRUBS

COMMON NAME	SCIENTIFIC NAME	SIZE	TOTAL
TREES			
SHELLBARK HICKORY	CARYA LACINIOSA	3 GALLON	8
BUR OAK	QUERCUS MACROCARPA	3 GALLON	8
SHUMARD OAK	QUERCUS SHUMARDII	3 GALLON	8
SWAMP WHITE OAK	QUERCUS BICOLOR	3 GALLON	8
SWEETGUM	LIQUIDAMBAR STYRACIFLUA	3 GALLON	8
BITTERNUT HICKORY	CARYA CORDIFORMIS	3 GALLON	8
PAWPAW	ASIMINA TRILOBA	3 GALLON	8
SHRUBS			
ARROWWOOD VIBURNUM	VIBURNUM DENTATUM	3 GALLON	5
NINEBARK	PHYSOCARPUS OPUFOLIUS	3 GALLON	5
RED-OSIER DOGWOOD	CORNUS SERICEA	3 GALLON	5
INDIGO BUSH	AMORPHA FRUCTICOSA	3 GALLON	5

- PLANTING SHALL OCCUR BETWEEN NOVEMBER - MARCH
- TREES AND SHRUBS SHALL BE PLANTED ON 15' CENTERS
- PLANT SHRUBS AFTER EVERY THIRD TREE
- STAKE TREES AND SHRUBS THROUGH THE ROOT BALL WITH 36" BAMBOO STAKE
- AFTER INSTALLATION, SPRAY DEER REPELLENT ON WOODY SPECIES
- AFTER INSTALLATION, PLANTS SHALL BE WATERED WEEKLY FOR 4 - 6 WEEKS, UNLESS SOIL IS SATURATED

LAKE BED SEED MIX

COMMON NAME	SCIENTIFIC NAME	PLANTING RATE PER ACRE (OZ)	AREA (ACRES)	TOTAL (OZ)
GRAMINOIDS				
FRANK'S SEDGE	CAREX FRANKII	2	7.5	15.0
LURID SEDGE	CAREX LURIDA	4	7.5	30.0
POINTED OVAL SEDGE	CAREX TRIBULOIDES	1	7.5	7.5
FOX SEDGE	CAREX VULPINOIDEA	2	7.5	15.0
VIRGINIAN WILD RYE	ELYMUS VIRGINICUS	32	7.5	240.0
FOWL MANA GRASS	GLYCERIA STRIATA	4	7.5	30.0
SOFT RUSH	JUNCUS EFFUSUS	1	7.5	7.5
RICE CUT GRASS	LEERSIA ORYZOIDES	2	7.5	15.0
SWITCH GRASS	PANICUM VIRGATUM	4	7.5	30.0
DARK GREEN BULRUSH	SCIRPUS ATROVIRENS	2	7.5	15.0
WOOLGRASS	SCIRPUS CYPERINUS	1	7.5	7.5
SOFSTEM BULRUSH	SCIRPUS VALIDUS	2	7.5	15.0
THREE SQUARE BULRUSH	SCIRPUS PUNGENS	2	7.5	15.0
TOTAL GRAMINOIDS		59	7.5	442.5
FORBS				
SWEET FLAG	ACORUS CALAMUS	2	7.5	15.0
WATER PLANTAIN	ALISMA SUBCORDATUM	4	7.5	30.0
SWAMP MILKWEED	ASCLEPIAS INCARNATA	3	7.5	22.5
BLUE FLAG IRIS	IRIS VIRGINICA SHREVEI	4	7.5	30.0
ARROW ARUM	PELTANDRA VIRGINICA	8	7.5	60.0
COMMON ARROWHEAD	SAGGITARIA LATIFOLIA	4	7.5	30.0
GIANT BURREED	SPARGANIUM EURYCARPUM	2	7.5	15.0
TOTAL FORBS:		27	7.5	202.5

TEMPORARY SEED

COMMON NAME	SCIENTIFIC NAME	TIME PERIOD	PLANTING RATE PER ACRE (LBS)	AREA (ACRES)	TOTAL (LBS)
ANNUAL RYEGRASS	LOLIUM MULTIFLORUM	NOV 1 TO APRIL 1	20	11	220.0
BROWNTOP MILLET	UROCHLOA RAMOSE	APRIL 1 TO NOV 1	10	11	110.0

LAKE BED TREES AND SHRUBS

COMMON NAME	SCIENTIFIC NAME	SIZE	TOTAL
TREES			
RIVER BIRCH	BETULA NIGRA	3 GALLON	47
SHELLBARK HICKORY	CARYA LACINIOSA	3 GALLON	47
SWEET GUM	LIQUIDAMBAR STYRACIFLUA	3 GALLON	47
SWAMP WHITE OAK	QUERCUS BICOLOR	3 GALLON	47
PIN OAK	QUERCUS PALUSTRIS	3 GALLON	47
SHUMARD OAK	QUERCUS SHUMARDII	3 GALLON	47
BLACK WILLOW	SAUX NIGRA	3 GALLON	47
SHRUBS			
BUTTONBUSH	CEPHALANTHUS OCCIDENTALIS	3 GALLON	37
SILKY DOGWOOD	CORNUS OBLIQUA	3 GALLON	37
NINEBARK	PHYSOCARPUS OPUFOLIUS	3 GALLON	37
SWAMP ROSE	ROSA PALUSTRIS	3 GALLON	37
SANDBAR WILLOW	SAUX INTERIOR	3 GALLON	37

- PLANTING SHALL OCCUR BETWEEN NOVEMBER - MARCH
- TREES SHALL BE PLANTED ON 15' CENTERS
- SHRUBS SHALL BE PLANTED ON 20' CENTERS BETWEEN TREES
- STAKE TREES AND SHRUBS THROUGH THE ROOT BALL WITH 36" BAMBOO STAKE
- AFTER INSTALLATION, SPRAY DEER REPELLENT ON WOODY SPECIES
- AFTER INSTALLATION, PLANTS SHALL BE WATERED WEEKLY FOR 4 - 6 WEEKS, UNLESS SOIL IS SATURATED

UPLAND TERRACES TREES

COMMON NAME	SCIENTIFIC NAME	SIZE	TOTAL
TREES			
SUGAR MAPLE	ACER SACCHARUM	3 GALLON	2
SHAGBARK HICKORY	CARYA OVATA	3 GALLON	4
RED OAK	QUERCUS RUBRA	3 GALLON	6
WHITE OAK	QUERCUS ALBA	3 GALLON	6
YELLOWWOOD	CLADRASTIS KENTUCKEA	3 GALLON	2
TULIP POPLAR	LIRODENDRON TULIPIFERA	3 GALLON	4
FLOWERING DOGWOOD	CORNUS FLORIDA	3 GALLON	4
REDBUD	CERCIS CANADENSIS	3 GALLON	4

- PLANTING SHALL OCCUR BETWEEN NOVEMBER - MARCH
- TREES SHALL BE PLANTED ON 15' CENTERS
- SUGAR MAPLE AND YELLOWWOOD SHALL BE PLANTED ONLY ON THE NORTH FACING TERRACES
- STAKE TREES AND SHRUBS THROUGH THE ROOT BALL WITH 36" BAMBOO STAKE
- AFTER INSTALLATION, SPRAY DEER REPELLENT ON WOODY SPECIES
- AFTER INSTALLATION, PLANTS SHALL BE WATERED WEEKLY FOR 4 - 6 WEEKS, UNLESS SOIL IS SATURATED

DISTURBED AREA SEED MIX

COMMON NAME	SCIENTIFIC NAME	PLANTING RATE PER ACRE (OZ)	AREA (ACRES)	TOTAL (OZ)
GRAMINOIDS				
SIDE OATS GRAMA	CAREX CEPHALORPHORA	8	3.6	28.8
SHORT-HEADED BRACT SEDGE	CAREX GRACILIMA	2	3.6	7.2
GRACEFUL WOOD SEDGE	CAREX SPARGANOIDES	1	3.6	3.6
BEAK GRASS	DIARRHENNA AMERICANA	8	3.6	28.8
VIRGINIA WILD RYE	ELYMUS VIRGINIANUS	48	3.6	172.8
SILKY WILD RYE	ELYMUS VILLOSUS	4	3.6	14.4
BOTTLEBRUSH GRASS	ELYMUS HYSTRIX	6	3.6	21.6
LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM	32	3.6	115.2
TOTAL GRAMINOIDS		111	3.6	399.6
WILDFLOWERS				
NUTTERFLY WEED	AQUILEGIA CANADENSIS	1	3.6	3.6
SHORT'S ASTER	ASTER SHORTII	1	3.6	3.6
TALL BELLFLOWER	CAMPANULA AMERICANA	2	3.6	7.2
PARTRIDGE PEA	CASSIA FASCICULATA	4	3.6	14.4
SANDLEAF COREOPSIS	ECHINACEA PURPUREA	2	3.6	7.2
PURPLE CONEFLOWER	PENSTEMON CALYCOSUS	6	3.6	21.6
SMOOTH PENSTEMON	POLEMONIUM REPTANS	2	3.6	7.2
FOXGLOVE BEARDOUANGE	RYCINANTHEMUM TENU-FOLIUM	2	3.6	7.2
NARROW LEAVED MOUNTAIN MINT	RUDEBECKIA TRILOBA	1	3.6	3.6
BROWN EYES SUSAN	SOLIDAGO CAESIA	2	3.6	7.2
BLUE STEMMED GOLDENROD	SOLIDAGO FLEXICAULIS	1	3.6	3.6
GREY GOLDENROD	SOLIDAGO MEMORALIS	2	3.6	7.2
OHIO SPIDERWORT	TRADESCANTIA OHIOENSIS	2	3.6	7.2
TOTAL FORBS		28	3.6	100.8



6983 CORPORATE CIRCLE
INDIANAPOLIS, IN 46278
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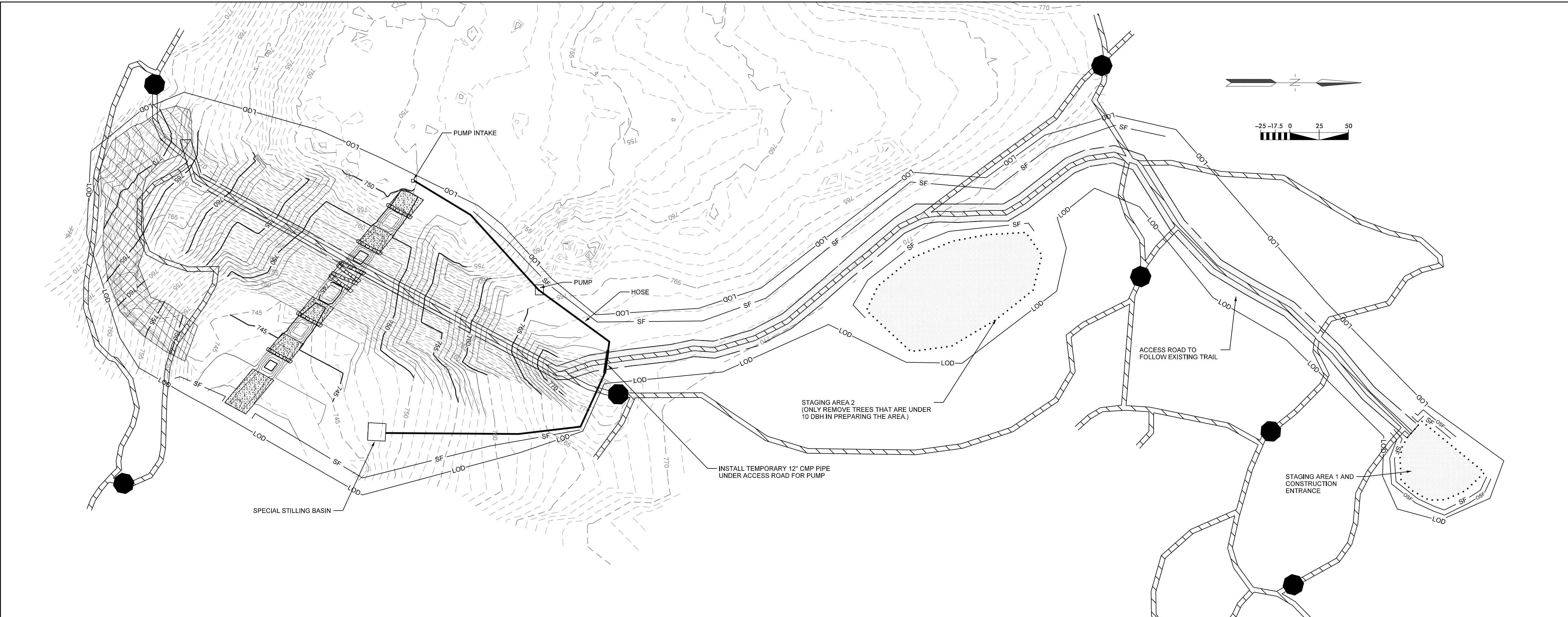


UTILITIES DEPARTMENT
600 E MILLER DR.
BLOOMINGTON, IN 47401
PHONE: (812) 349-3830

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				DESIGNED BY
				M. UNDERWOOD
				DRAWN BY
				M. UNDERWOOD

WEIMER DAM REMOVAL
WAPEHANI MOUNTAIN BIKE PARK

DRAWING NO.	PLANTING PLAN
SHEET 10 OF 12	KCI JOB NUMBER
	201803472



GENERAL NOTES:

SOIL TYPE: HAGERSTOWN SILT LOAM AND CRIDER SILT LOAM

RAIN GAUGE: CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING A RAIN GAUGE ON THE PROJECT SITE AND FOR RECORDING DAILY RAINFALL AMOUNTS DURING CONSTRUCTION.

SITE PRESERVATION AGREEMENT:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING ROADS, GATES, FENCES, ETC. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL ACCESS LOCATIONS PER THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ANY IMPROVEMENT TO THE ROAD CONDITION, GATES, AND FENCES REQUIRED FOR ACCESS DURING CONSTRUCTION.

THE CONTRACTOR SHALL INSTALL AND MAINTAIN THROUGHOUT THE PROJECT CONSTRUCTION ALL EROSION CONTROL MEASURES IN ACCORDANCE WITH THESE PLANS AND IN ACCORDANCE WITH APPLICABLE EROSION AND SEDIMENT CONTROL REGULATIONS. THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ALL EROSION CONTROL DEVICES AND STRUCTURES TO MINIMIZE EROSION.

ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STATE OF INDIANA, AND SEDIMENT CONTROL REGULATIONS, U.S. DEPARTMENT OF AGRICULTURE, AND U.S. SOIL CONSERVATION SERVICE REGULATIONS.

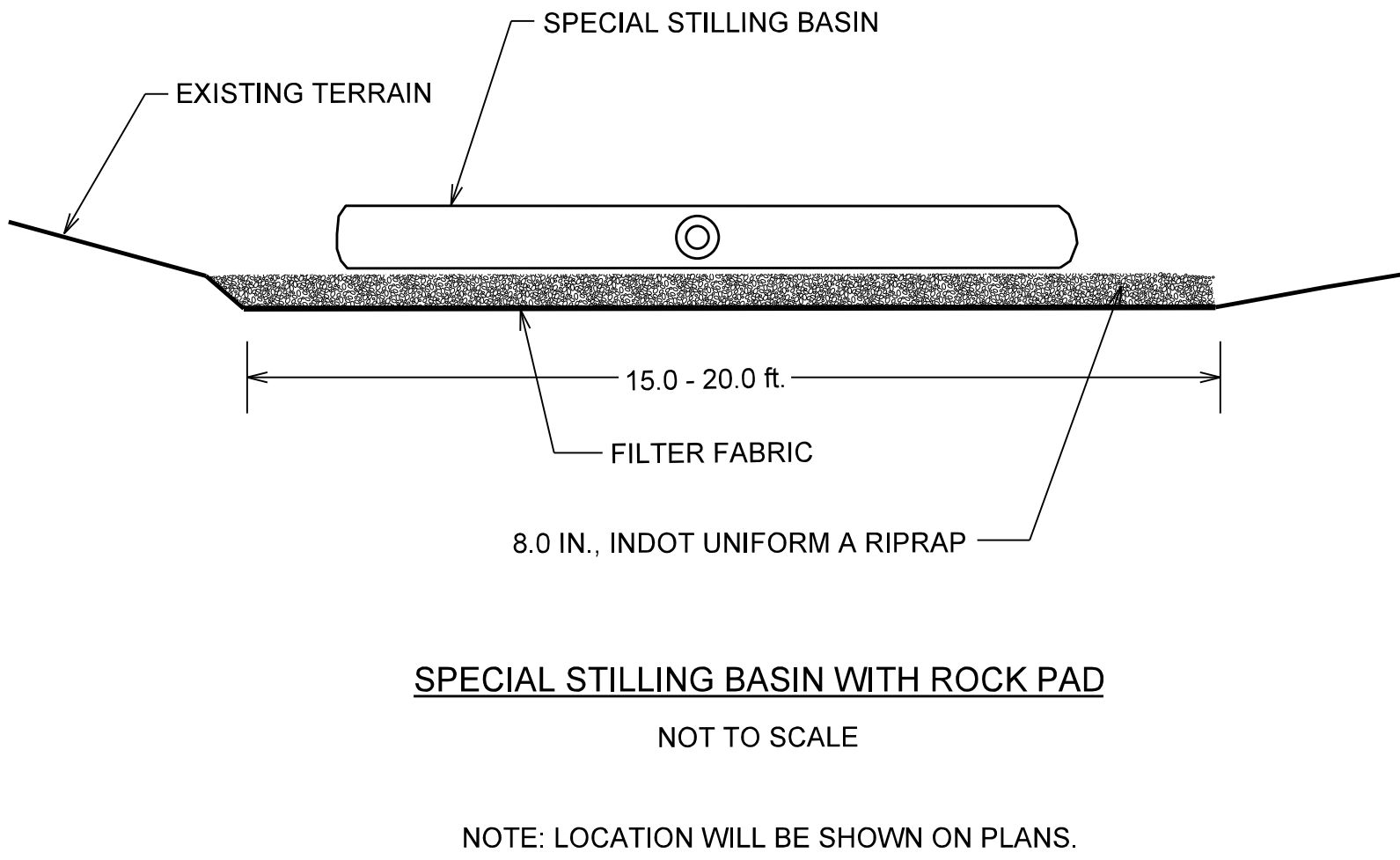
PRE-CONSTRUCTION EROSION CONTROL PLAN

LIMITS OF DISTURBANCE: 3.9 ACRES
SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND-DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE ANY UPSLOPE LAND DISTURBANCE TAKES PLACE.

- PRE-CONSTRUCTION SEQUENCE
- IDENTIFY PROJECT BOUNDARY, LIMITS OF DISTURBANCE, SENSITIVE AREAS, STAGING AREAS, STABILIZED ENTRANCES, CROSSINGS, AND ACCESS POINTS WITH THE ENGINEER.
 - CONSTRUCT ENTRANCES AND STAGING AREAS IN A MANNER TO SUPPORT EXECUTION OF THE PROJECT IN PHASES AS INDICATED IN THE PLANS AND AS DIRECTED BY THE ENGINEER. STOCKPILE TOPSOIL REMOVED FROM THE STAGING AREA DURING CONSTRUCTION AND ADD THAT TOPSOIL BACK IN FOR FINAL STABILIZATION AFTER CONSTRUCTION IS COMPLETE. CREATE ACCESS ROAD BY WIDENING EXISTING TRAIL AS NEEDED. EMBED INDOT NO. 2 STONE INTO ACCESS ROAD UP TO THE SECOND STAGING AREA.
 - INSTALL EROSION CONTROL DEVICES IN ACCORDANCE WITH THE SEDIMENT AND EROSION CONTROL PLANS AND AS DIRECTED BY THE ENGINEER.

**SEDIMENT & EROSION
CONTROL LEGEND**

ACCESS ROADS	
SILT FENCE	
LIMITS OF DISTURBANCE	
ORANGE SAFETY FENCE/TRAIL CLOSURE SIGN	
ORANGE SAFETY FENCE	
EXISTING TRAILS	
STAGING AREA	



SEQUENCE OF DEWATERING OPERATIONS

- INSTALL SPECIAL STILLING BASIN(S).
- INSTALL UPSTREAM PUMP INTAKE AND TEMPORARY FLEXIBLE HOSE IN THE LOCATION INDICATED ON THESE PLANS. USE FLOATING BARRELS TO PUMP FROM THE TOP DOWN TO DECREASE TURBIDITY.
- PLACE DOWNSTREAM PUMPING APPARATUS AS SHOWN ON PLANS.
- DEWATER ENTRAPPED AREA.
- PERFORM GRADING WORK IN ACCORDANCE WITH THE PLANS.
- REMOVE SPECIAL STILLING BASIN(S) AND STABILIZE ANY DISTURBED AREA WITH SEED AND MULCH.



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				DRAWN BY
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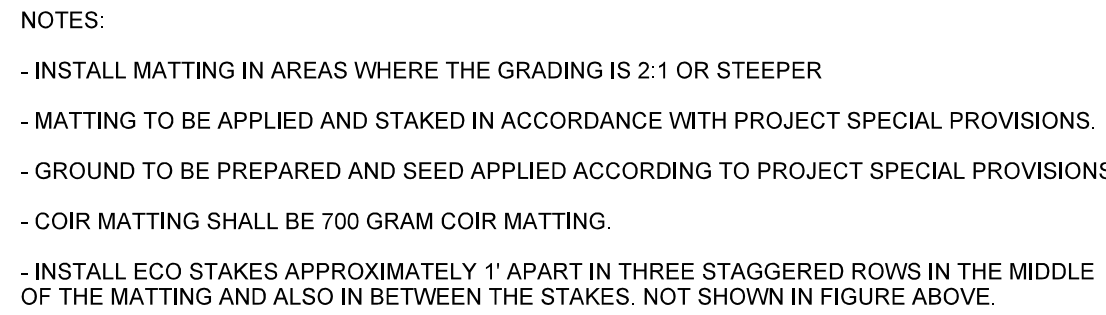
WEIMER DAM REMOVAL
WAPEHANI MOUNTAIN BIKE PARK

DRAWING NO.
SEDIMENT AND EROSION CONTROL
SHEET 11 OF 12
KCI JOB NUMBER
201603472

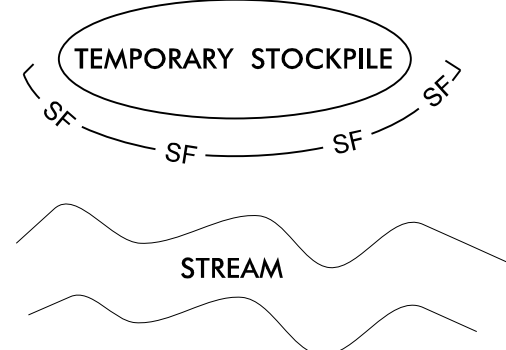
EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED CONTINUOUSLY, RELOCATED WHEN AND AS NECESSARY, AND SHALL BE CHECKED AFTER EVERY RAINFALL. SEEDED AREAS SHALL BE CHECKED REGULARLY AND SHALL BE WATERED, FERTILIZED, RESEEDED AND MULCHED AS NECESSARY TO OBTAIN A DENSE STAND OF GRASS.

CONTRACTOR SHALL PROVIDE GROUND COVER ON EXPOSED SLOPES WITHIN 7 CALENDAR DAYS FOLLOWING COMPLETION OF ANY PHASE OF GRADING. PERMANENT GROUND COVER FOR ALL DISTURBED AREAS SHALL BE PROVIDED WITHIN 7 CALENDAR DAYS FOLLOWING COMPLETION OF CONSTRUCTION.

DURING CONSTRUCTION OF THE PROJECT, SOIL STOCKPILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.

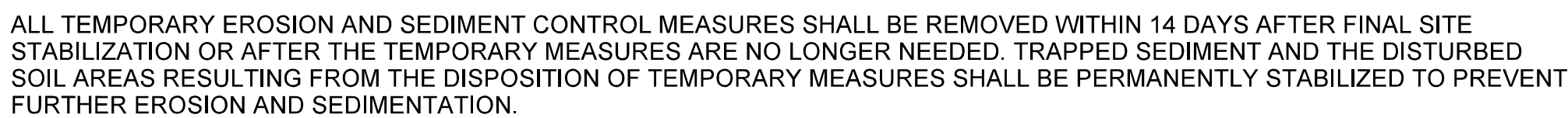
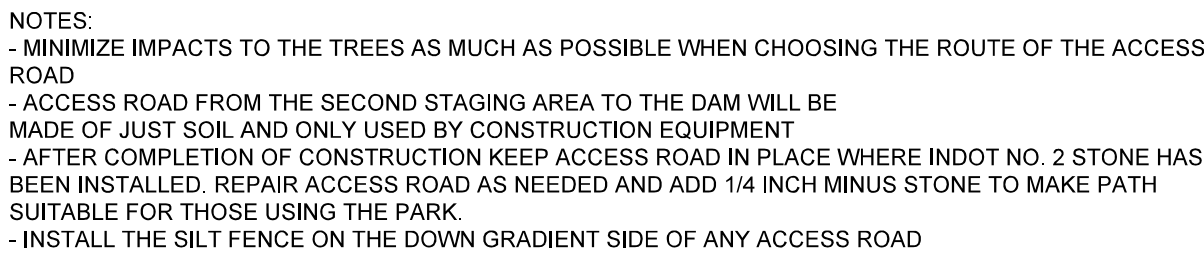
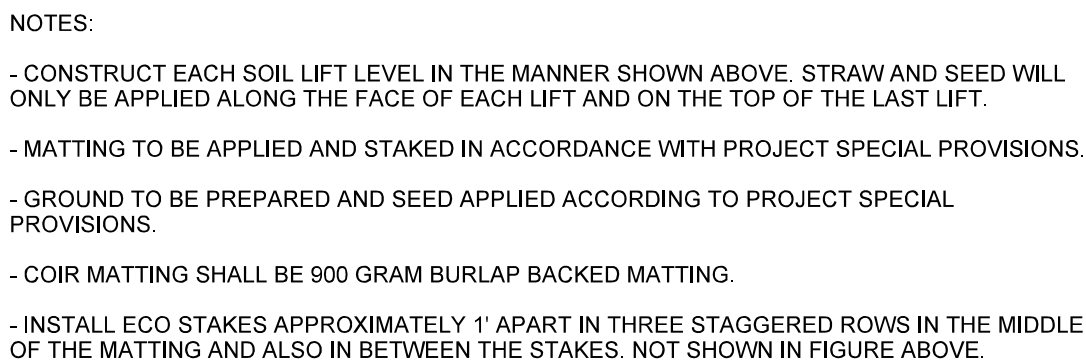


- ALL DISTURBED AREAS MUST BE SEEDED AND MULCHED IN ACCORDANCE WITH THE SPECIAL PROVISIONS.
- ALL TEMPORARY STOCKPILES SHALL HAVE SILT FENCE INSTALLED ON THE DOWN GRADIENT SIDE OF THE STOCKPILE, AS SHOWN IN THE TYPICAL DETAIL BELOW.



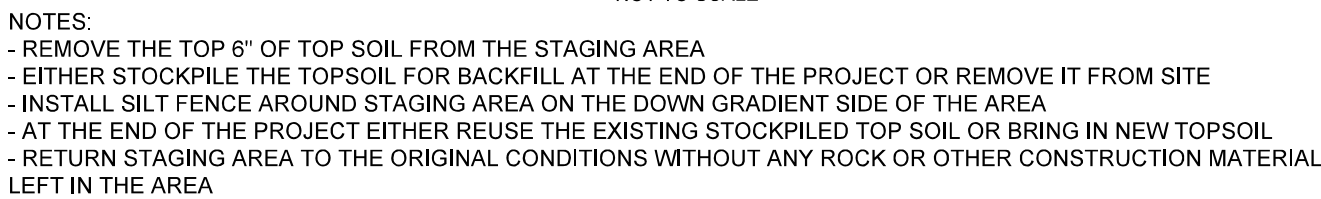
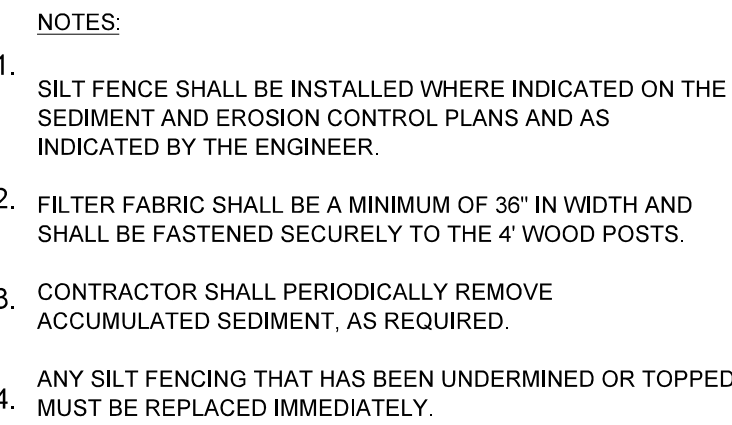
- A. INITIATE STREAM CHANNEL WORK IN AN OFFLINE, DRY SECTION OF CHANNEL THAT DOES NOT HAVE ACTIVE FLOW. STREAM WORK WILL INCLUDE EXCAVATION OF THE STREAMBED, EXCAVATION OF THE STREAM BANKS, AND INSTALLATION OF STABILIZATION MEASURES IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
- B. EXCAVATE AND GRADE CHANNEL ACCORDING TO THE PLAN AND PROFILE SHEETS.
- C. STOCKPILE MATERIAL FOR BACKFILL USE LATER AS NECESSARY WITHIN THE LIMITS OF DISTURBANCE.
- D. INSTALL BANK STABILIZATION TREATMENTS AND ANY IN-STREAM STRUCTURES.
- E. PLANT, SEED AND MULCH WORK AREA USING SEED MIXTURE. SPREAD SIX INCHES OF TOPSOIL ON TOP OF THE FINISHED GRADE OF THE TERRACES AND FLOODPLAIN TO AID IN THE ESTABLISHMENT OF THE HERBACEOUS COVER.

SEEDED AREAS ARE TO BE PROTECTED BY SPREADING STRAW MULCH UNIFORMLY TO FORM A CONTINUOUS BLANKET (75% COVERAGE = 2 TONS/ACRE) OVER SEEDED AREAS. CONTRACTOR MAY PROPOSE ALTERNATE METHODS OF SEEDING AND MULCHING (HYDRO-SEEDING) UPON SUBMISSION TO THE ENGINEER OF CALCULATIONS SHOWING THE EQUIVALENCY OF THE PROPOSED METHOD.



SEQUENCE OF CONSTRUCTION FOR FINAL PROJECT COMPLETION

- A. **PLANTING**
1. PREPARE AND PLANT VEGETATION IN ACCORDANCE WITH PLANTING PLAN SHEET AND AS DIRECTED BY THE ENGINEER. WOODY PLANTS MUST BE PLANTED DURING THE DORMANT SEASON (NOVEMBER - MARCH).
- B. **FINAL COMPLETION OF PROJECT SITE**
1. REMOVE ALL REMAINING WASTE MATERIALS AND RESTORE THE REMAINING STAGING AREAS TO THEIR PRIOR CONDITION. KEEP ACCESS ROAD IN PLACE WHERE INDOT NO. 2 STONE HAS BEEN INSTALLED. REPAIR ACCESS ROAD AS NEEDED AND ADD 1/4 INCH MINUS STONE TO MAKE PATH SUITABLE FOR THOSE USING THE PARK. SEED AND MULCH ALL DISTURBED AREAS UTILIZING THE SEED/MULCH MIXES SPECIFIED IN THE PLANS.



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WEIMER DAM REMOVAL

WAPEHANI MOUNTAIN BIKE PARK

DRAWING NO.

**SEDIMENT
AND EROSION
CONTROL**

SHEET 12 OF 12

KCI JOB NUMBER

201603472



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: D-4
Date: 9/19/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Alex Crowley, Director Economic & Sustainable Development
DATE: August 15, 2017
SUBJECT: Seeking board ratification of solar installations on 13 Parks facilities

Background

Last year, in accordance with the appropriate statutory process, the City Council opened broad proposals for Guaranteed Savings Projects from two contractors (Energy Systems Group (ESG) and Johnson Controls). Since then, Staff has worked to develop that into a fully fleshed out proposal ready for Council and Board approval.

Solar installations at 13 city parks facilities are planned as Phase 1 of the Guaranteed Savings Project with ESG. Collectively, these installations will have an installed capacity of approximately 1.28 MW, and will produce approximately 1.6 million kWh each year. As is typical for a Guaranteed Savings Contract, the costs for the proposed solar installations will be incurred up-front by ESG, with the City making payments out of energy and operational savings.

Proceeding with these installations at this time will enable the City to benefit from existing net metering rules that are in effect until December 31, 2017. These upcoming rule changes will reduce and eventually eliminate the current retail rate for net metering such that installations completed before the end of 2017 will receive retail rates until 2047, installations completed from 2018 through 20221 will receive retail rates until 2032, and installations completed after 2022 will receive only wholesale rates for electricity fed back to the power grid. ESG is confident that the installations can be completed before the deadline.

RESPECTFULLY SUBMITTED,

Alex Crowley, Director
ESD

1 or until Duke receives 1.5% of its summer peak load from net metering, whichever comes first.

City of Bloomington - ESG Solar PV Project-at-a-Glance

	Property Name	Property Address	Net Metered Solar Production (kW-DC)	Energy Star Portfolio Manager: Existing Facility Annual Energy Consumption (kWh)	Estimated 1st Year Solar Array Output (kWh)	Facility Solar Power Percentage (%)	Description:
1	PW- Police Dispatch	301 S. Walnut St	163.2	381,160	187,918	49%	Not Applicable
2	PW- Police Firing Range	3230 S Walnut St.	53.2	80,400	56,454	70%	Not Applicable
3	PW - Fire 1	300 E. 4th St.	48.8	108,560	55,540	51%	Roof Replacement
4	PW - Fire 2-- Fairfield	209 S. Fairfield Dr.	52.9	67,387	59,294	88%	Roof Repair
5	PW - Fire 3	800 N Woodlawn Ave	13.2	54,150	15,374	28%	Roof Replacement
6	PW - Fire 4	2201 E 3rd St.	10.7	76,189	13,151	17%	Roof Replacement
7	PW- Morton St. Garage	220 N Morton St.	173.3	276,400	217,140	79%	Not Applicable
8	PW - Walnut Street Parking Garage	302 N. Walnut St.	98.3	166,240	123,264	74%	Not Applicable
9	PW--Showers Fountain/Lights	401 N Morton St	59.9	88,200	66,020	75%	Not Applicable
10	PW - Fleet Maintenance Facility	800 E. Miller Dr.	52.9	81,400	65,084	80%	Roof Replacement
11	PW - Street Department	1981 S. Henderson St	21.7	31,055	25,374	82%	Roof Repair
12	PW- Sanitation Building	3406 S Old State Highway 37	25.8	40,200	31,452	78%	Roof Repair
	SUB TOTAL - Public Works		773.9	1,451,341	916,065	63%	
13	Parks - Maintenance Bldg 545	545 S. Adams St.	21.4	32,326	27,382	85%	Roof Repair
14	Parks - Maintenance Bldg 345	345 S. Adams St.	5.7	7,090	6,050	85%	Roof Repair
15	Parks - Twin Lakes Rec Center	1700 W. Bloomfield Rd.	641.0	970,950	827,407	85%	Roof Replacement
16	Parks - Twin Lakes Ballfields	2350 Bloomfield Rd.	85.1	171,800	115,036	67%	Not Applicable
17	Parks - Frank Southern Center	1965 S. Henderson St.	266.5	679,080	310,292	46%	Roof Replacement - For "Saw-tooth" roofing only
18	Parks - Winslow Sr/Baseball Field	2120 S Highland Ave	28.4	47,200	37,816	80%	Not Applicable
19	Parks-- Winslow Jr/Softball Field	2120 S Highland Ave	28.4	36,400	33,362	92%	Not Applicable
20	Parks-- Winslow Tennis Courts	2120 S Highland Ave	22.7	24,770	25,490	103%	Not Applicable
21	Parks - Mills Pool	W. 14th St Bloomington	43.5	57,360	56,940	99%	Not Applicable
22	Parks - Bryan Park Pool	1001 S Henderson St.	79.1	128,806	103,220	80%	Not Applicable
23	Parks - RCA Thompson Park	1400 W. RCA Park Drive	10.7	16,044	13,151	82%	Not Applicable
24	Parks - Olcott Park	1300 E. Canada Dr.	22.7	26,160	23,801	91%	Not Applicable
25	Parks- Banneker	930 W 7th St.	24.6	73,320	31,290	43%	Roof Replacement
	SUB TOTAL - Parks & Rec		1,280	2,271,306	1,611,237	71%	
26	Utilities- Utility Dept. HQ	600 E Miller Dr	264.6	397,200	324,739	82%	Not Applicable
27	Utilities - Dillman WWTP Complex	100 W Dillman Rd	1,400.0	9,944,369	1,723,900	17%	1.0 MW-AC Output. Capped by Duke and current net
28	Utilities - Blucher WWTP Complex	5555 N Bottom Rd	464.9	2,660,000	634,000	24%	Not Applicable
29	Utilities - Monroe- Field East Front Entrance	7470 S Shields Ridge Rd	493.3	5,007,883	548,329	11%	Not Applicable
30	Utilities - SE Booster Station & Tank	4101 S Harrell Rd	66.2	2,000,000	82,619	4%	Not Applicable
	SUB TOTAL - Utilities		2,689	20,009,452	3,313,587	17%	

Grand Totals

4,743

23,732,099

5,840,889

25%