



**AGENDA**

City of Bloomington Board of Park Commissioners  
 Regular Meeting: Tuesday, December 10, 4:00 – 5:30 p.m.  
 Council Chambers, 401 N Morton St, Bloomington, IN  
 Zoom

**CALL TO ORDER - ROLL CALL**

**A. CONSENT CALENDAR**

A-1	Approval of Minutes of November 12, 2024 Regular Meeting	
A-2	Approval of Claims Submitted November 11, 2024 through December 9, 2024	
A-3	Approval of Non-Reverting Budget Amendments	
A-4	Review of Business Reports	
A-5	Review/Approval of Credit Card Refunds	
A-6	Approval of Surplus	
A-7	Approval of Agreement with Fire Dawgs for trash cleanup	Amy Leyenbeck
A-8	Approval of Agreement with Baker Stone Work for 2025 Rose Hill services	Amy Leyenbeck
A-9	Approval of Agreement with Bruce Home Improvements for 2025 Services	Amy Leyenbeck
A-10	Approval of Agreement with Monument Lettering Service for 2025 Services	Amy Leyenbeck
A-11	Approval of Agreement with Woodland Enterprises (Roto Rooter) for 2025 Services	Amy Leyenbeck
A-12	Approval of Agreement with Plymate for 2025 Services	Amy Leyenbeck
A-13	Approval of Agreement with Pursell Monument for 2025 Services	Amy Leyenbeck
A-14	Approval of Agreement with I Shine for 2025 Services	Kevin Terrell
A-15	Approval of Agreement with Skip Daly for 2025 Services	Bill Ream
A-16	Approval of Agreement with Gooldy & Sons for 2025 commercial appliance services	Daren Eads
A-17	Approval of Addendum with Universal Sign for Trail Branding Phase III	Julie Ramey
A-18	Approval of Agreement with Republic for Urban Greenspace	Joanna Sparks
A-19	Approval of Agreement with Stanley Steemer for 2025 Services	Daren Eads
A-20	Approval of Agreement with Motz Group for 2025 Services	Daren Eads
A-21	Approval of Agreement with HB Warehouse for 2025 Services	Daren Eads
A-22	Approval of Agreement with SC Pryor for 2025 Services	Daren Eads
A-23	Approval of Addendum with Centerstone for services through February 2025	Tim Street

**B. PUBLIC HEARINGS/APPEARANCES**

	None	
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**C. OTHER BUSINESS**

C-1	Approval of Agreement with Reed & Sons for Building Trades Phase I Construction	Rebecca Swift
C-2	Approval of Agreement with Building Associates for TLRC Accessible Door	Satoshi Kido
C-3	Approval of Agreement with BRCJ for surveying needs for B-Line drainage project	Joanna Sparks
C-4	Approval of Agreement with Butler Fairman and Seifert for Rail Trail crossing improvements design	Rebecca Swift
C-5	Approval of Agreement with HFI for 2025 HVAC and plumbing service needs	Amy Leyenbeck
C-6	Approval of Agreement with Commercial Service for 2025 HVAC and plumbing service needs	Daren Eads
C-7	Approval of Park Permit Application Templates for 2025	Hsiung Marler
C-8	Approval of Agreement with Photizo for 2025 TLRC services	Daren Eads
C-9	Approval of Farmers' Market 2025 appointments	Clarence Boone
C-10	Approval of Partnership Agreement with M&N Supplements for TLRC	Mark Sterner
C-11	Approval of Agreement with King Snake for Frank Southern Center sound system repairs	Chris Hamric
C-12	Approval of 2025 Price Schedule	Tim Street
C-13	Approval of Addendum with Reed & Sons Construction for final gateway change order	Tim Street
C-14	Approval of 2025 Parks Non-Reverting Budget	Tim Street

**D. REPORTS**

	None	
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**E. PUBLIC COMMENT**

**ADJOURNMENT**

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

The meeting may accessed virtually at the following link:

Join Zoom Meeting

<https://bloomington.zoom.us/j/83236026423?pwd=UWKbvCAMCWuSTBm0maojCwIMJQwf6U.1>

Meeting ID: 832 3602 6423

Passcode: 181754

Find your local number: <https://bloomington.zoom.us/u/kk3JUZOqQ>



A-1 December 10, 2024  
 Minutes  
 City of Bloomington Board of Park Commissioners  
 Regular Meeting: Tuesday, November 12, 2024 4:00 – 5:30 p.m.  
 Council Chambers, 401 N Morton St, Bloomington, IN  
 Virtual - Zoom

**CALL TO ORDER - ROLL CALL**

The meeting was called to order by Kathleen Mills at 4:05pm  
 Present: Kathleen Mills, Israel Herrera, and Ellen Rodkey  
 Absent: Jim Whitlatch

**A. CONSENT CALENDAR**

A-1	Approval of Minutes of October 15, 2024 Regular Meeting
A-2	Approval of Claims Submitted October 15, 2024 through November 11, 2024
A-3	Approval of Non-Reverting Budget Amendments
A-4	Review of Business Reports
A-5	Review/Approval of Credit Card Refunds
A-6	Approval of Surplus
A-7	Approval of Agreement with Oiko for invasive plant removal
A-8	Approval of Agreement with Odin & Ollie's for Leonard Springs stair painting
<i>Israel Herrera made a motion to approve the Consent Calendar. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 3-0.</i>	

**B. PUBLIC HEARINGS/APPEARANCES**

B-1	<p><u>Emily Buuck, Community Relations Coordinator</u> presented the October Bravo Award to Marcia Davis and Ryland King for their dedication to the Dearly Departed Cemetery Tours. Marcia and Ryland have volunteered for the past several years to help bring to life the stories of Bloomington residents who lived and passed here. Staff was grateful to Marcia and Ryland for getting into character and helping to bring the Dearly Departed Cemetery Tours to life.</p> <p>Marcia Davis thanked the Board for the award.</p> <p>The Board thanked Marcia and Ryland for their volunteer hours.</p>
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**C. OTHER BUSINESS**

C-1	<p><u>Rebecca Swift, Operations Development Division Director</u>, presented the agreement with Marshall Security Inc. for 2025 security services. Staff wished to continue to have security patrols provided in park facilities. Contractor would provide security services at eleven primary locations, and four additional sites during 2025. Staff recommended approval of the contract with Marshalls Security in an amount not to exceed \$370,000. Funding source would be from Operations General Fund. Hopewell Cummins would be added into the rotation.</p> <p><b>Board Comments:</b> <i>Kathleen Mills inquired: on the 4am to 5am shift. Rebecca Swift responded: that shift would be removed.</i></p> <p><i>Israel Herrera made a motion to approve the contract with Marshall Security. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 3-0.</i></p>
C-2	<p><u>Hsiung Marler, Switchyard Park General Manager</u> presented the agreement with Touch Graphics. To better assist park patrons, and to continue making facilities more accessible, staff wished to have a tactile accessible map created of Switchyard Park. Contractor would design, manufacture, and install the map in the park. Staff recommended approval of the contract with Touch Graphics in an amount not to exceed \$12,000. Funding source would be from 176-18-G21005-54510.</p> <p>Michael Shermis, Human Rights Director and ADA Coordinator described the process used for selecting the best product.</p> <p><i>Israel Herrera made a motion to approve the contract with Touch Graphics. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 3-0.</i></p>

C-3	<p><u>Hsiung Marler, Switchyard Park General Manager</u>, presented the grant agreement and covenant with the Indiana Department of Natural Resources (IDNR). Due to age, condition and safety concerns, staff wished to have the upper limestone stairs restored at Banneker Community Center. The Historical Preservation Fund grant application had been accepted by IDNR. The grant would provide funding for the project at a 75/25 (\$22,500/\$7,500) matching grant. Parks 25 percent would be funded from Banneker Community Center Non-Reverting Fund.</p> <p><i>Israel Herrera made a motion to approve the grant agreement and covenant with the Indiana Department of Natural Resources for Banneker Community Center stair restoration. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 3-0.</i></p>
C-4	<p><u>Leslie Brinson, Recreation Services General Manager</u> presented policy updates. To help maintain the Parks and Recreation Department Policy Manual, and meet Commission for Accreditation of Park and Recreation Agencies accreditation standards, policies were periodically reviewed, updated, and added as facilities and processes changed. Staff recommended updating, combining or eliminating the following policies: #2050 Suspension from Property, #11080 Behavior Guidelines, #11090 Working with Children, #13040 Rental and Permits, #13070 Facility Rules, #13080 Park Hours, #13090 Animals in Parks, #13230 Abandoned Possessions, #13240 Foraging and #13140 Paintball Guns. See November 12, 2024 Park Board Packet for details. Staff recommended approval of policy updates.</p> <p><b>Board Comments:</b> <u>Israel Herrera inquired:</u> the difference between disposed and destroyed items, and the time frame. <u>Leslie Brinson responded:</u> items classified as “destroyed items” would be soiled, perishable, dangerous, or a health and safety hazard to staff. Items classified as “disposed items” would be held for 30 day, and then destroyed if not claimed, such as a sleeping bag.</p> <p><i>Israel Herrera made a motion to approve updates to policies. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 3-0.</i></p>
C-5	<p><u>Julie Ramey, Community Relations Manager</u> presented policy updates. To help maintain the Parks and Recreation Department Policy Manual, and meet Commission for Accreditation of Park and Recreation Agencies accreditation standards, policies were periodically reviewed, updated, and added as facilities and processes changed. Staff recommended updating Policy #8010, Sponsorships that would combine former Policy #8010 Solicitations of Funds and Policy #8020 Corporate Sponsorships. See November 12 2024 Park Board Packet for details. Staff recommended approval of policy updates.</p> <p><i>Israel Herrera made a motion to approve the updates to Policy 8010 Sponsorships. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 3-0.</i></p>
C-6	<p><u>Haskell Smith, Urban Forester</u> presented the agreement with Bluestone Tree. Staff wished to reduce the amount of damage caused during storm events. Contractor would prune various moderate to high risk trees along priority routes throughout Bloomington. Staff recommended approval of the contract with Bluestone Tree in an amount not to exceed \$25,000. Funding for project would be from Grant account awarded in 2023.</p> <p><i>Israel Herrera made a motion to approve the agreement with Blue Stone Tree for pruning. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 3-0.</i></p>

**D. REPORTS**

D-1	<p><u>Tim Street, Director</u> presented the 2025 Strategic Goals The Parks and Recreation Department set goals based on a five-year master plan. Staff were executing the 2021-2025 Master Plan, which included four overarching goals for the department:</p> <ol style="list-style-type: none"> <li>1. Maintain and Enhance the Assets and Natural Resources of the Department</li> <li>2. Reinforce activities and programs to positively impact public health, sustainability, and climate action.</li> <li>3. Prioritize Diversity, Equity, and Inclusion</li> <li>4. Develop Administrative and Staffing Capacity</li> </ol> <p>Staff members would work to develop strategic goals that would work towards fulfilling the master goals, which also had sub-goals. The goals were reported to the Park Board for transparency and as a “report card” of what the department worked towards. A report on completed 2024 goals would be provided in early 2025. See November 2024 Park Board Packet for goal details.</p>
D-2	<p><u>Tim Street, Director</u> presented the 2025 Price Schedule draft. Incremental price increases and changes were included in the draft. At the December 2024 Park Board Meeting, staff would ask for approval of the 2025 Price Schedule.</p>

Becky Higgins, Recreation Director stated changes to the April Market had not been included in the 2025 Price Schedule draft. Those prices would be changed to match that of other Market pricing.

**Board Comments:** Kathleen Mills inquired, when price increases were considered, were prices compared to other communities, to see if prices remained inline. Jason Sims, Cascades Golf Facility Manager commented, to make sure Cascade Golf Course stayed competitive, fees were compared to that of other local course, as well as courses in Indianapolis. Tim Street commented, other staff used a similar process when establishing fees. Ellen Rodkey inquired about Farmers' Market evaluation and data from the market study. Becky Higgins responded: staff were reviewing information from the Farmers' Advisory Council to determine what changes would be implemented in 2025. Items included changes to hours, to communications, data, and accountability. Pricing was in line with other Markets.

Pool fees, Frank Southern Center fees, and garden fees were discussed. Staff would provide additional information to the Board on pools and garden fees.

See November 2024 Park Board Packet for pricing details.

The Board recognized Becky Higgins for receiving the "Distinguished Life Member" Award of Excellence, and congratulated staff for receiving "Outstanding Agency" Award from the Indiana Park and Recreation Association.

#### **E. PUBLIC COMMENT**

*Kathleen Mills opened the floor to public comments.*

**No comments were received**

Tim Street, Director gave department update. Next Board of Park Commissioners meeting was scheduled for Tuesday, December 12, 2024. Beginning in 2025, the Board of Park Commissioners meetings would be held on the 4<sup>th</sup> Thursday of the month, and would begin at 5:00pm.

#### **ADJOURNMENT**

Meeting was adjourned at 4:48pm

Respectfully Submitted,



Kim Clapp,

Secretary Board of Park Commissioners

**REGISTER OF PAYROLL CLAIMS**

**Board: Parks & Recreation**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
11/15/2024	Payroll				194,519.87
					<u>194,519.87</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1  
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
total amount of \$ 194,519.87

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

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

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

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



# Board of Park Commissioners Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b>										
Account <b>54510 - Other Capital Outlays</b>										
19741 - Mader Design, LLC	1962	18-Design Services for Building Trades Phase I Improv 10/31/24	Paid by EFT # 62532		11/12/2024	11/12/2024	11/22/2024		11/22/2024	15,000.00
							Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions	1	\$15,000.00
							Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals	Invoice Transactions	1	\$15,000.00
							Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions	1	\$15,000.00
							Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b> Totals	Invoice Transactions	1	\$15,000.00
Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181100 - Marketing</b>										
Account <b>53160 - Instruction</b>										
9031 - Indiana Park And Recreation Association	163-64926	18-Poer Conference Attendee Registration for State Conference	Paid by Check # 79339		11/12/2024	11/12/2024	11/22/2024		11/22/2024	160.00
							Account <b>53160 - Instruction</b> Totals	Invoice Transactions	1	\$160.00
Account <b>53220 - Postage</b>										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	43486M	18-EDDM letter to Griffy neighbors deer hunt #2042	Paid by EFT # 62394		11/12/2024	11/12/2024	11/22/2024		11/22/2024	984.32
933 - United States Postal Service	BULKMAIL-2024	18-Annual bulk mail permit #302 renewal 2024	Paid by Check # 79356		11/12/2024	11/12/2024	11/22/2024		11/22/2024	350.00
933 - United States Postal Service	10/31/24	18-Deposit to Bulk Mail account #302 Bloomington Parks & Rec	Paid by Check # 79357		11/12/2024	11/12/2024	11/22/2024		11/22/2024	42,000.00
							Account <b>53220 - Postage</b> Totals	Invoice Transactions	3	\$43,334.32
Account <b>53310 - Printing</b>										
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-60899	18-podium sign for Story Walk Ribbon Cutting	Paid by EFT # 62581		11/12/2024	11/12/2024	11/22/2024		11/22/2024	90.00
							Account <b>53310 - Printing</b> Totals	Invoice Transactions	1	\$90.00
Account <b>53320 - Advertising</b>										
1078 - Kamrex, INC (VFW Program)	314585	18-1/8 page ad for TLRC in VFW Program - Holiday issue	Paid by Check # 79342		11/12/2024	11/12/2024	11/22/2024		11/22/2024	129.50
							Account <b>53320 - Advertising</b> Totals	Invoice Transactions	1	\$129.50



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181100 - Marketing</b>										
Account <b>53990 - Other Services and Charges</b>										
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-6313	18-domain name renewal Switchyard Park 2021 2022 2023	Paid by EFT # 62494		11/12/2024	11/12/2024	11/22/2024		11/22/2024	82.51
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1		<u>\$82.51</u>
							Program <b>181100 - Marketing</b> Totals	Invoice Transactions 7		<u>\$43,796.33</u>
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 1024	18- Water Sewer October 2024 Charges Acct 14187-001	Paid by Check # 79322		11/13/2024	11/13/2024	11/13/2024		11/13/2024	365.76
							Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 1		<u>\$365.76</u>
							Program <b>182001 - Aquatics - Bryan Pool</b> Totals	Invoice Transactions 1		<u>\$365.76</u>
Program <b>182002 - Aquatics - Mills Pool</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 1024	18- Water Sewer October 2024 Charges Acct 14187-001	Paid by Check # 79322		11/13/2024	11/13/2024	11/13/2024		11/13/2024	100.15
							Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 1		<u>\$100.15</u>
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12922468-9110624	18-Natural Gas Mills - 10/02/24-11/01/24	Paid by Check # 79327		11/13/2024	11/13/2024	11/13/2024		11/13/2024	48.77
							Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 1		<u>\$48.77</u>
Account <b>53630 - Machinery and Equipment Repairs</b>										
54255 - Spear Acquatics LLC	329783	18-Pools End of Season Winterization	Paid by EFT # 62597		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,870.32
							Account <b>53630 - Machinery and Equipment Repairs</b> Totals	Invoice Transactions 1		<u>\$1,870.32</u>
							Program <b>182002 - Aquatics - Mills Pool</b> Totals	Invoice Transactions 3		<u>\$2,019.24</u>
Program <b>182500 - Frank Southern Center</b>										
Account <b>52240 - Fuel and Oil</b>										
2708 - AmeriGas Propane, LP	3169388569	18-FSC Zam Propane 10-11-2024	Paid by EFT # 62403		11/12/2024	11/12/2024	11/22/2024		11/22/2024	179.43
2708 - AmeriGas Propane, LP	3169685771	18-FSC Zam Propane 10-18-2024	Paid by EFT # 62403		11/12/2024	11/12/2024	11/22/2024		11/22/2024	127.54
							Account <b>52240 - Fuel and Oil</b> Totals	Invoice Transactions 2		<u>\$306.97</u>



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182500 - Frank Southern Center</b>										
Account <b>52420 - Other Supplies</b>										
8658 - Kleindorfer's Hardware LLC	762618	18-FSC Hardware Supplies, (4) bolts, hasp, lock, drill bit set	Paid by EFT # 62525		11/12/2024	11/12/2024	11/22/2024		11/22/2024	25.39
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>\$25.39</u>
Account <b>53310 - Printing</b>										
3892 - Midwest Color Printing, INC	INV-21559P&R	18-FSC 250 Business Cards - Chris Hamrick	Paid by EFT # 62538		11/12/2024	11/12/2024	11/22/2024		11/22/2024	75.41
								Account <b>53310 - Printing</b> Totals	Invoice Transactions 1	<u>\$75.41</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 1024	18- Water Sewer October 2024 Charges Acct 14187-001	Paid by Check # 79322		11/13/2024	11/13/2024	11/13/2024		11/13/2024	6,847.15
								Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 1	<u>\$6,847.15</u>
Account <b>53920 - Laundry and Other Sanitation Services</b>										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6762	18-FSC Cleaning 10/03/24-10/31/24	Paid by EFT # 62464		11/12/2024	11/12/2024	11/22/2024		11/22/2024	750.00
								Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice Transactions 1	<u>\$750.00</u>
								Program <b>182500 - Frank Southern Center</b> Totals	Invoice Transactions 6	<u>\$8,004.92</u>
Program <b>183500 - Golf Services</b>										
Account <b>52240 - Fuel and Oil</b>										
14129 - C & S, INC	52871	18 - Cascades Gas and Fuel-11/4/24	Paid by EFT # 62431		11/12/2024	11/12/2024	11/22/2024		11/22/2024	2,107.89
								Account <b>52240 - Fuel and Oil</b> Totals	Invoice Transactions 1	<u>\$2,107.89</u>
Account <b>52420 - Other Supplies</b>										
3958 - Kenney Machinery LLC	X52330	18 - Cascades V-Belt and Switch for mowers	Paid by EFT # 62520		11/12/2024	11/12/2024	11/22/2024		11/22/2024	221.56
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>\$221.56</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	4159-001 1024	18- Water Sewer October 2024 Charges Acct 4159-001	Paid by Check # 79321		11/13/2024	11/13/2024	11/13/2024		11/13/2024	5,602.37
208 - City Of Bloomington Utilities	14187-001 1024	18- Water Sewer October 2024 Charges Acct 14187-001	Paid by Check # 79322		11/13/2024	11/13/2024	11/13/2024		11/13/2024	2,851.73
								Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 2	<u>\$8,454.10</u>



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>183500 - Golf Services</b>										
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12947349-2110624	18-Natural Gas Cascades Golf Course - 10/02/24-11/01/24	Paid by Check # 79327		11/13/2024	11/13/2024	11/13/2024		11/13/2024	42.06
							Account <b>53540 - Natural Gas</b> Totals		Invoice Transactions 1	<u>\$42.06</u>
							Program <b>183500 - Golf Services</b> Totals		Invoice Transactions 5	<u>\$10,825.61</u>
Program <b>184000 - Natural Resources</b>										
Account <b>52210 - Institutional Supplies</b>										
6394 - Imperial Dade (Nichols Paper & Supply CO)	7325351-00	18- 2 cases Hand sanitizer & Mounts - Griffy and Leonard Sp	Paid by EFT # 62500		11/12/2024	11/12/2024	11/22/2024		11/22/2024	108.34
							Account <b>52210 - Institutional Supplies</b> Totals		Invoice Transactions 1	<u>\$108.34</u>
Account <b>52310 - Building Materials and Supplies</b>										
7839 - North American Invasive Species Management Assoc	D183	18- (2) Boot Brush Station Kits	Paid by EFT # 62554		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,100.00
							Account <b>52310 - Building Materials and Supplies</b> Totals		Invoice Transactions 1	<u>\$1,100.00</u>
Account <b>53990 - Other Services and Charges</b>										
7292 - Tyler K Ferguson(Caliente Fitness, LLC)	7-2024-10	18- Instruction for 8 Stand Up Paddleboard classes at Griffy	Paid by Check # 79331		11/12/2024	11/12/2024	11/22/2024		11/22/2024	465.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	<u>\$465.00</u>
							Program <b>184000 - Natural Resources</b> Totals		Invoice Transactions 3	<u>\$1,673.34</u>
Program <b>184500 - Youth Services -Juke Box</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-0011024	18- Water Sewer October 2024 Charges Acct 14187-001	Paid by Check # 79322		11/13/2024	11/13/2024	11/13/2024		11/13/2024	133.05
							Account <b>53530 - Water and Sewer</b> Totals		Invoice Transactions 1	<u>\$133.05</u>
							Program <b>184500 - Youth Services -Juke Box</b> Totals		Invoice Transactions 1	<u>\$133.05</u>
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1G3N-974V-1RWT	18-Watercolor Brushes, Christmas Stamps, Glue Sticks for Comm.Ev	Paid by EFT # 62401		11/12/2024	11/12/2024	11/22/2024		11/22/2024	122.58
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13WM-MD91-9WGN	18-(1) ct 1 gal Snow Machine Fluid for Holiday Market Usage	Paid by EFT # 62401		11/12/2024	11/12/2024	11/22/2024		11/22/2024	29.98



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
4549 - Kroger Limited Partnership I	110526	18- Cups for Festival of Ghost Stories	Paid by Check # 79343		11/12/2024	11/12/2024	11/22/2024		11/22/2024	14.76
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 3	<u>\$167.32</u>
							Program <b>186500 - Community Events</b> Totals		Invoice Transactions 3	<u>\$167.32</u>
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>52230 - Garage and Motor Supplies</b>										
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL36107	18-TLSP-Mowing belt replacement	Paid by EFT # 62583		11/12/2024	11/12/2024	11/22/2024		11/22/2024	106.58
							Account <b>52230 - Garage and Motor Supplies</b> Totals		Invoice Transactions 1	<u>\$106.58</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	4159-001 1024	18- Water Sewer October 2024 Charges Acct 4159-001	Paid by Check # 79321		11/13/2024	11/13/2024	11/13/2024		11/13/2024	27.88
208 - City Of Bloomington Utilities	14187-001 1024	18- Water Sewer October 2024 Charges Acct 14187-001	Paid by Check # 79322		11/13/2024	11/13/2024	11/13/2024		11/13/2024	1,157.91
							Account <b>53530 - Water and Sewer</b> Totals		Invoice Transactions 2	<u>\$1,185.79</u>
							Program <b>187001 - Adult Sports-Softball</b> Totals		Invoice Transactions 3	<u>\$1,292.37</u>
Program <b>187202 - Youth Sports-Winslow</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	4159-001 1024	18- Water Sewer October 2024 Charges Acct 4159-001	Paid by Check # 79321		11/13/2024	11/13/2024	11/13/2024		11/13/2024	1,864.98
							Account <b>53530 - Water and Sewer</b> Totals		Invoice Transactions 1	<u>\$1,864.98</u>
							Program <b>187202 - Youth Sports-Winslow</b> Totals		Invoice Transactions 1	<u>\$1,864.98</u>
Program <b>187208 - Youth Sports-Olcott</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 1024	18- Water Sewer October 2024 Charges Acct 14187-001	Paid by Check # 79322		11/13/2024	11/13/2024	11/13/2024		11/13/2024	671.77
							Account <b>53530 - Water and Sewer</b> Totals		Invoice Transactions 1	<u>\$671.77</u>
							Program <b>187208 - Youth Sports-Olcott</b> Totals		Invoice Transactions 1	<u>\$671.77</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187500 - Banneker</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MJY-CG9L- M41H	18-Mountable Fundraising/Donation Box for Banneker Center	Paid by EFT # 62401		11/12/2024	11/12/2024	11/22/2024		11/22/2024	37.99
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>\$37.99</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	4159-001 1024	18- Water Sewer October 2024 Charges Acct 4159-001	Paid by Check # 79321		11/13/2024	11/13/2024	11/13/2024		11/13/2024	177.67
								Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 1	<u>\$177.67</u>
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12989797- 1110624	18-Natural Gas Banneker-10/2-11/1/24	Paid by Check # 79327		11/13/2024	11/13/2024	11/13/2024		11/13/2024	135.24
								Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 1	<u>\$135.24</u>
Account <b>53990 - Other Services and Charges</b>										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6756	18- Banneker Cleaning Service - October 2024	Paid by EFT # 62464		11/12/2024	11/12/2024	11/22/2024		11/22/2024	310.00
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	<u>\$310.00</u>
								Program <b>187500 - Banneker</b> Totals	Invoice Transactions 4	<u>\$660.90</u>
Program <b>189000 - Operations</b>										
Account <b>52210 - Institutional Supplies</b>										
313 - Fastenal Company	INBLM236743	18-batteries, duct tape, disposable gloves	Paid by EFT # 62478		11/12/2024	11/12/2024	11/22/2024		11/22/2024	242.26
313 - Fastenal Company	INBLM236941	18-Rain coat	Paid by EFT # 62478		11/12/2024	11/12/2024	11/22/2024		11/22/2024	13.42
6394 - Imperial Dade (Nichols Paper & Supply CO)	7322222-01	18-OPS Disinfect cleaner B-town	Paid by EFT # 62500		11/12/2024	11/12/2024	11/22/2024		11/22/2024	93.55
6394 - Imperial Dade (Nichols Paper & Supply CO)	7323990-01	18-OPS Disinfect bathroom cleaner B- town	Paid by EFT # 62500		11/12/2024	11/12/2024	11/22/2024		11/22/2024	179.22
								Account <b>52210 - Institutional Supplies</b> Totals	Invoice Transactions 4	<u>\$528.45</u>
Account <b>52310 - Building Materials and Supplies</b>										
8658 - Kleindorfer's Hardware LLC	762698	18-Spray paint for general maintanace & graffiti	Paid by EFT # 62525		11/12/2024	11/12/2024	11/22/2024		11/22/2024	393.21
								Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice Transactions 1	<u>\$393.21</u>
Account <b>52340 - Other Repairs and Maintenance</b>										
294 - All-Phase Electric Supply, INC	0740-1025483	18-OPS Electrical supplies - 6 - CCT Corn Lamps	Paid by EFT # 62399		11/12/2024	11/12/2024	11/22/2024		11/22/2024	386.94



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>189000 - Operations</b>											
Account <b>52340 - Other Repairs and Maintenance</b>											
50594 - Barry Company, INC	116911	18-OPS bell pipe, pvc material Miller shower irrigation system	Paid by EFT # 62410		11/12/2024	11/12/2024	11/22/2024		11/22/2024	308.46	
50594 - Barry Company, INC	117175	18-OPS material for repairs of irrigation at Miller shower Nort	Paid by EFT # 62410		11/12/2024	11/12/2024	11/22/2024		11/22/2024	79.11	
8658 - Kleindorfer's Hardware LLC	763180	18-25 bales of straw and 50 # grass seed	Paid by EFT # 62525		11/12/2024	11/12/2024	11/22/2024		11/22/2024	343.49	
8658 - Kleindorfer's Hardware LLC	765323	18-3 masonry dill bits	Paid by EFT # 62525		11/12/2024	11/12/2024	11/22/2024		11/22/2024	13.77	
8658 - Kleindorfer's Hardware LLC	763193	18-six wire nut, electrical tape	Paid by EFT # 62525		11/12/2024	11/12/2024	11/22/2024		11/22/2024	10.09	
8658 - Kleindorfer's Hardware LLC	763331	18-rawl drive pins, flat washers	Paid by EFT # 62525		11/12/2024	11/12/2024	11/22/2024		11/22/2024	13.50	
8658 - Kleindorfer's Hardware LLC	763356	18-duct tape	Paid by EFT # 62525		11/12/2024	11/12/2024	11/22/2024		11/22/2024	14.29	
									Account <b>52340 - Other Repairs and Maintenance</b> Totals	Invoice Transactions 8	<u>\$1,169.65</u>
Account <b>52420 - Other Supplies</b>											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TLY-YFYQ-7TFG	18-Trimmer Head, 25ft Extension Cord, 50 gal Reservoir OPS	Paid by EFT # 62401		11/12/2024	11/12/2024	11/22/2024		11/22/2024	333.37	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YFT-JXVQ-CHP3	18-(4) Baby Changing Stations, (1) 50pk of Poison Ivy Wipes	Paid by EFT # 62401		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,139.22	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NTF-XQQY-LKW1	18-Credit Memo for 28gal Container Operations	Paid by EFT # 62401		11/12/2024	11/12/2024	11/22/2024		11/22/2024	(113.46)	
12346 - Global Equipment CO., INC (Global Industrial)	122553410	18-OPS (1) replacement drinking fountain	Paid by EFT # 62480		11/12/2024	11/12/2024	11/22/2024		11/22/2024	3,420.05	
4574 - John Deere Financial f.s.b. (Rural King)	301451	18-sprayer, flashlights, rake, dust pan, mops, antifreeze, clean	Paid by Check # 79341		11/12/2024	11/12/2024	11/22/2024		11/22/2024	124.23	
									Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 5	<u>\$4,903.41</u>
Account <b>53130 - Medical</b>											
231 - IU Health OCC Health Services	00163077-00	18-hearing tests J. Barnes 10/08/24	Paid by EFT # 62511		11/12/2024	11/12/2024	11/22/2024		11/22/2024	37.00	
231 - IU Health OCC Health Services	00163076-00	18-hearing tests A. Montgomery 10/09/24	Paid by EFT # 62511		11/12/2024	11/12/2024	11/22/2024		11/22/2024	37.00	
									Account <b>53130 - Medical</b> Totals	Invoice Transactions 2	<u>\$74.00</u>



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	4159-001 1024	18- Water Sewer October 2024 Charges	Paid by Check # 79321		11/13/2024	11/13/2024	11/13/2024		11/13/2024	1,443.14
208 - City Of Bloomington Utilities	14187-001 1024	18- Water Sewer October 2024 Charges	Paid by Check # 79322		11/13/2024	11/13/2024	11/13/2024		11/13/2024	4,024.74
208 - City Of Bloomington Utilities	39530-002 1024	18- Water Sewer October 2024 Charges-	Paid by Check # 79323		11/13/2024	11/13/2024	11/13/2024		11/13/2024	85.55
Account <b>53530 - Water and Sewer</b> Totals Invoice Transactions 3										\$5,553.43
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888106-7110524	18-Natural Gas Rose Hill 2- 10/01/24-10/31/24	Paid by Check # 79327		11/13/2024	11/13/2024	11/13/2024		11/13/2024	130.61
Account <b>53540 - Natural Gas</b> Totals Invoice Transactions 1										\$130.61
Account <b>53610 - Building Repairs</b>										
9300 - Huston Electric Holding CORP (Cassady Electric)	W11347	18-OPS Repair work to Lights on B-Line trail-	Paid by EFT # 62498		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,510.77
7232 - Oscar's Contracting INC	RCASHE-11.3.2024	18-OPS Gutters on new RCA Shelter	Paid by EFT # 62559		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,400.00
7530 - Woodland Enterprises, LLC (Bloomington Roto-Rooter)	6245	18-OPS Drain cleaning/Main Sewer Bldg Trades restrooms-6/26	Paid by EFT # 62641		11/12/2024	11/12/2024	11/22/2024		11/22/2024	531.00
Account <b>53610 - Building Repairs</b> Totals Invoice Transactions 3										\$3,441.77
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-003556845	18-Landfill Operations - October 2024 Charges	Paid by EFT # 62384		11/13/2024	11/13/2024	11/13/2024		11/13/2024	1,838.01
Account <b>53950 - Landfill</b> Totals Invoice Transactions 1										\$1,838.01
Account <b>53990 - Other Services and Charges</b>										
421 - Centerstone Of Indiana, INC	PMaint1024	18-OPS Oct 2024 Park maintenance services	Paid by EFT # 62438		11/12/2024	11/12/2024	11/22/2024		11/22/2024	4,883.00
448 - Donald R Goodwin (Bullseye Utility Locating)	2354	18-OPS locate utilities for Bryan Park maintance bldg to shelte	Paid by EFT # 62482		11/12/2024	11/12/2024	11/22/2024		11/22/2024	190.00
6330 - Marshall Security LLC	B-Line&Parks-002	18-OPS Security Services - B-Line & Parks-10/7-10/16/24	Paid by EFT # 62533		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,299.44



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>53990 - Other Services and Charges</b>										
6330 - Marshall Security LLC	SYP_Park-001	18-SYP Security Services - Oct 2024	Paid by EFT # 62533		11/12/2024	11/12/2024	11/22/2024		11/22/2024	.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 4	\$6,372.44
							Program <b>189000 - Operations</b> Totals		Invoice Transactions 32	\$24,404.98
Program <b>189006 - Switchyard Property</b>										
Account <b>52210 - Institutional Supplies</b>										
51857 - Flex-Pac, INC	I367360	18-SYP Institutional Supplies (see one time msg)	Paid by Check # 79334		11/12/2024	11/12/2024	11/22/2024		11/22/2024	601.20
							Account <b>52210 - Institutional Supplies</b> Totals		Invoice Transactions 1	\$601.20
Account <b>52220 - Agricultural Supplies</b>										
177 - Indiana Oxygen Company, INC	10511476	18-SYP CO2 Tank Rentals 10/1-10/31	Paid by EFT # 62501		11/12/2024	11/12/2024	11/22/2024		11/22/2024	41.31
							Account <b>52220 - Agricultural Supplies</b> Totals		Invoice Transactions 1	\$41.31
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	39530-002 1024	18- Water Sewer October 2024 Charges- Account 39530-002	Paid by Check # 79323		11/13/2024	11/13/2024	11/13/2024		11/13/2024	6,467.25
							Account <b>53530 - Water and Sewer</b> Totals		Invoice Transactions 1	\$6,467.25
Account <b>53610 - Building Repairs</b>										
5187 - Green Dragon Lawn Care, INC	3937	18-SYP Mowing Contract 10/2/24, 10/16/24	Paid by EFT # 62486		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,980.00
							Account <b>53610 - Building Repairs</b> Totals		Invoice Transactions 1	\$1,980.00
Account <b>53920 - Laundry and Other Sanitation Services</b>										
53657 - Plymate, INC	3297670	18- SYP Vestibule Rug Service 10/30/24	Paid by EFT # 62567		11/12/2024	11/12/2024	11/22/2024		11/22/2024	114.33
							Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice Transactions 1	\$114.33
Account <b>53990 - Other Services and Charges</b>										
9297 - AP Sound, LLC (All Pro Integrated Systems)	24668	18-SYP Installation of Hanging Projector and Drop Down Screen	Paid by EFT # 62404		11/12/2024	11/12/2024	11/22/2024		11/22/2024	45,382.00
421 - Centerstone Of Indiana, INC	Switch1024	18-SYP Maintenance Services October 2024	Paid by EFT # 62438		11/12/2024	11/12/2024	11/22/2024		11/22/2024	3,967.44
6330 - Marshall Security LLC	B-Line&Parks-002	18-OPS Security Services - B-Line & Parks-10/7-10/16/24	Paid by EFT # 62533		11/12/2024	11/12/2024	11/22/2024		11/22/2024	18,676.96
6330 - Marshall Security LLC	SYP_Park-001	18-SYP Security Services - Oct 2024	Paid by EFT # 62533		11/12/2024	11/12/2024	11/22/2024		11/22/2024	9,988.20
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 4	\$78,014.60



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189500 - Urban Greenspace</b>										
Account <b>52220 - Agricultural Supplies</b>										
Program <b>189006 - Switchyard Property</b> Totals Invoice Transactions 9 <span style="float:right">\$87,218.69</span>										
5485 - Woody Warehouse Nursery, INC	199776	18 - UGS & CEM 219 native trees-10/30/24	Paid by EFT # 62642		11/12/2024	11/12/2024	11/22/2024		11/22/2024	3,022.00
Account <b>52220 - Agricultural Supplies</b> Totals Invoice Transactions 1 <span style="float:right">\$3,022.00</span>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TLY-YFYQ-7TFG	18-Trimmer Head, 25ft Extension Cord, 50 gal Reservoir OPS	Paid by EFT # 62401		11/12/2024	11/12/2024	11/22/2024		11/22/2024	57.98
786 - Richard's Small Engine, INC	561464	18 - UGS 3 chainsaw chains	Paid by EFT # 62580		11/12/2024	11/12/2024	11/22/2024		11/22/2024	74.97
786 - Richard's Small Engine, INC	561465	18 - UGS - T-wrench (2)	Paid by EFT # 62580		11/12/2024	11/12/2024	11/22/2024		11/22/2024	9.90
Account <b>52420 - Other Supplies</b> Totals Invoice Transactions 3 <span style="float:right">\$142.85</span>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	4159-001 1024	18- Water Sewer October 2024 Charges Acct 4159-001	Paid by Check # 79321		11/13/2024	11/13/2024	11/13/2024		11/13/2024	165.35
208 - City Of Bloomington Utilities	14187-001 1024	18- Water Sewer October 2024 Charges Acct 14187-001	Paid by Check # 79322		11/13/2024	11/13/2024	11/13/2024		11/13/2024	213.74
208 - City Of Bloomington Utilities	41294-001 1024	18- Water Sewer October 2024 Acct 41294-001	Paid by Check # 79320		11/13/2024	11/13/2024	11/13/2024		11/13/2024	207.35
Account <b>53530 - Water and Sewer</b> Totals Invoice Transactions 3 <span style="float:right">\$586.44</span>										
Account <b>53990 - Other Services and Charges</b>										
121 - Eco Logic, LLC	5793	18 - UGS vegetation mgmt services-SYP Fall 2024 Maint	Paid by EFT # 62465		11/12/2024	11/12/2024	11/22/2024		11/22/2024	7,019.23
121 - Eco Logic, LLC	5794	18 - UGS vegetation mgmt services @ Wapehani 10/29/24	Paid by EFT # 62465		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,354.15
121 - Eco Logic, LLC	5795	18-UGS prairie maint.- Rogers Family Park-May/June-2& Sept/Oct 24	Paid by EFT # 62465		11/12/2024	11/12/2024	11/22/2024		11/22/2024	3,882.63
Account <b>53990 - Other Services and Charges</b> Totals Invoice Transactions 3 <span style="float:right">\$12,256.01</span>										
Program <b>189500 - Urban Greenspace</b> Totals Invoice Transactions 10 <span style="float:right">\$16,007.30</span>										



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189501 - Cemeteries</b>										
Account <b>52220 - Agricultural Supplies</b>										
5485 - Woody Warehouse Nursery, INC	199776	18 - UGS & CEM 219 native trees-10/30/24	Paid by EFT # 62642		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,785.00
							Account <b>52220 - Agricultural Supplies</b> Totals		Invoice Transactions 1	<u>\$1,785.00</u>
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TLY-YFYQ-7TFG	18-Trimmer Head, 25ft Extension Cord, 50 gal Reservoir OPS	Paid by EFT # 62401		11/12/2024	11/12/2024	11/22/2024		11/22/2024	203.48
4574 - John Deere Financial f.s.b. (Rural King)	299766	18 - CEM 100 t-posts for tree cages	Paid by Check # 79341		11/12/2024	11/12/2024	11/22/2024		11/22/2024	479.00
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 2	<u>\$682.48</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	41294-0011024	18- Water Sewer October 2024 Acct 41294-001	Paid by Check # 79320		11/13/2024	11/13/2024	11/13/2024		11/13/2024	429.00
							Account <b>53530 - Water and Sewer</b> Totals		Invoice Transactions 1	<u>\$429.00</u>
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879235-5110624	18-Natural Gas Rosehill 1-8/3-9/4/24 & 10/02-11/01/24	Paid by Check # 79327		11/13/2024	11/13/2024	11/13/2024		11/13/2024	45.31
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879656-2110624	18-Natural Gas Rose Hill 2 10/02/24-11/01/24	Paid by Check # 79327		11/13/2024	11/13/2024	11/13/2024		11/13/2024	22.24
							Account <b>53540 - Natural Gas</b> Totals		Invoice Transactions 2	<u>\$67.55</u>
							Program <b>189501 - Cemeteries</b> Totals		Invoice Transactions 6	<u>\$2,964.03</u>
Program <b>189503 - Urban Forestry</b>										
Account <b>52420 - Other Supplies</b>										
4660 - A.M. Leonard, INC	CI24051498	18-UF - adj-a-tye Tree tye 1in X 100ft spool	Paid by EFT # 62395		11/12/2024	11/12/2024	11/22/2024		11/22/2024	83.05
4574 - John Deere Financial f.s.b. (Rural King)	299845	18-UF - hitch pin, tarp,rope, sledge handle, gloves, chainsaw oi	Paid by Check # 79341		11/12/2024	11/12/2024	11/22/2024		11/22/2024	253.59
786 - Richard's Small Engine, INC	562713	18-storage bag, chainsaw chain & bar, carabiners, T-wrench, batt	Paid by EFT # 62580		11/12/2024	11/12/2024	11/22/2024		11/22/2024	676.28
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 3	<u>\$1,012.92</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189503 - Urban Forestry</b>										
Account <b>53310 - Printing</b>										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	43487	18-Tree Care Manuals #200	Paid by EFT # 62394		11/12/2024	11/12/2024	11/22/2024		11/22/2024	700.00
								Account <b>53310 - Printing</b> Totals	Invoice Transactions 1	<u>\$700.00</u>
								Program <b>189503 - Urban Forestry</b> Totals	Invoice Transactions 4	<u>\$1,712.92</u>
								Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions 99	<u>\$203,783.51</u>
								Fund <b>200 - Parks and Recreation Gen (S1301)</b> Totals	Invoice Transactions 99	<u>\$203,783.51</u>
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181000 - Administration</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1L3J-GTXX-9P3L	18-(8) ct Phone Cord Detangling Swivels for Parks Main Office	Paid by EFT # 62401		11/12/2024	11/12/2024	11/22/2024		11/22/2024	63.12
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>\$63.12</u>
								Program <b>181000 - Administration</b> Totals	Invoice Transactions 1	<u>\$63.12</u>
Program <b>181001 - Health &amp; Wellness</b>										
Account <b>52420 - Other Supplies</b>										
4504 - American National Red Cross	22733175	18 - CPR Instruction for 9 individuals 10/16/24	Paid by EFT # 62402		11/12/2024	11/12/2024	11/22/2024		11/22/2024	342.00
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>\$342.00</u>
Account <b>53990 - Other Services and Charges</b>										
205 - City Of Bloomington	24-11012024	18 - Heroes 5k Revenue Share	Paid by Check # 79330		11/12/2024	11/12/2024	11/22/2024		11/22/2024	673.00
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	<u>\$673.00</u>
								Program <b>181001 - Health &amp; Wellness</b> Totals	Invoice Transactions 2	<u>\$1,015.00</u>
Program <b>182500 - Frank Southern Center</b>										
Account <b>53310 - Printing</b>										
818 - Everywhere Signs, LLC	62480	18-Blades dashboards Starr Oral Surger and Milestone #2	Paid by EFT # 62476		11/12/2024	11/12/2024	11/22/2024		11/22/2024	250.00
								Account <b>53310 - Printing</b> Totals	Invoice Transactions 1	<u>\$250.00</u>
Account <b>53990 - Other Services and Charges</b>										
9501 - CTM Services, INC	7410	18-FSC 2013 Olympia Millennium Rental - 10/27-11/26/24	Paid by EFT # 62455		11/12/2024	11/12/2024	11/22/2024		11/22/2024	2,950.00
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	<u>\$2,950.00</u>
								Program <b>182500 - Frank Southern Center</b> Totals	Invoice Transactions 2	<u>\$3,200.00</u>



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182501 - Frank Southern Center Concession</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
5819 - Synchrony Bank	2794	18-FSC Concessions Items - 10-29-24	Paid by Check # 79353		11/12/2024	11/12/2024	11/22/2024		11/22/2024	143.28
5819 - Synchrony Bank	4220	18-FSC Concessions items 11/06/24	Paid by Check # 79353		11/12/2024	11/12/2024	11/22/2024		11/22/2024	373.76
							Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		Invoice Transactions 2	<u>\$517.04</u>
							Program <b>182501 - Frank Southern Center Concession</b> Totals		Invoice Transactions 2	<u>\$517.04</u>
Program <b>183500 - Golf Services</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
8155 - PepsiCo Beverage Sales, LLC	65140011	18 - Cascades Bottled Drinks, soft drinks 10/10/24	Paid by EFT # 62562		11/12/2024	11/12/2024	11/22/2024		11/22/2024	259.41
8155 - PepsiCo Beverage Sales, LLC	98009006	18 - Cascades Bottled Drinks, soft drinks- 11/6/24	Paid by EFT # 62562		11/12/2024	11/12/2024	11/22/2024		11/22/2024	629.91
5819 - Synchrony Bank	9609 102124	18-Snack bar items - Cascades Golf Course 10-21-24	Paid by Check # 79353		11/12/2024	11/12/2024	11/22/2024		11/22/2024	212.58
5819 - Synchrony Bank	4432 101124	18-Snack bar items - Cascades Golf Course 10/11/24	Paid by Check # 79353		11/12/2024	11/12/2024	11/22/2024		11/22/2024	175.88
5819 - Synchrony Bank	9610	18-Snack bar items- ketchup-Cascades Golf Course 10-21-24	Paid by Check # 79353		11/12/2024	11/12/2024	11/22/2024		11/22/2024	19.48
5819 - Synchrony Bank	5867	18-Snack bar items - Cascades Golf Course 11/01/24	Paid by Check # 79353		11/12/2024	11/12/2024	11/22/2024		11/22/2024	86.40
5819 - Synchrony Bank	1581	18-Snack bar items - Cascades Golf Course 10/28/24	Paid by Check # 79353		11/12/2024	11/12/2024	11/22/2024		11/22/2024	170.74
							Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		Invoice Transactions 7	<u>\$1,554.40</u>
Account <b>52420 - Other Supplies</b>										
298 - Commercial Service Of Bloomington, INC	S277173	18-Cascades Water Hear Leak and repairs 10/08/24	Paid by EFT # 62446		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,677.65
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 1	<u>\$1,677.65</u>
							Program <b>183500 - Golf Services</b> Totals		Invoice Transactions 8	<u>\$3,232.05</u>



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>183501 - Golf Course - Pro Shop</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
53619 - Ping, INC	17895670	18 - Cascades Golf Driver	Paid by EFT # 62566		11/12/2024	11/12/2024	11/22/2024		11/22/2024	320.65
							Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		Invoice Transactions 1	<u>\$320.65</u>
							Program <b>183501 - Golf Course - Pro Shop</b> Totals		Invoice Transactions 1	<u>\$320.65</u>
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>43240 - Season Passes/Memberships</b>										
Brina Moore	2024-00001878	18-Refunds	Paid by Check # 79360		11/12/2024	11/12/2024	11/22/2024		11/22/2024	55.00
							Account <b>43240 - Season Passes/Memberships</b> Totals		Invoice Transactions 1	<u>\$55.00</u>
Account <b>52210 - Institutional Supplies</b>										
5819 - Synchrony Bank	9731	18-trash bags, glass cleaner, label tape	Paid by Check # 79353		11/12/2024	11/12/2024	11/22/2024		11/22/2024	180.82
							Account <b>52210 - Institutional Supplies</b> Totals		Invoice Transactions 1	<u>\$180.82</u>
Account <b>52310 - Building Materials and Supplies</b>										
8658 - Kleindorfer's Hardware LLC	763168	18-nuts and machine screws for machines at TLRC	Paid by EFT # 62525		11/12/2024	11/12/2024	11/22/2024		11/22/2024	40.39
							Account <b>52310 - Building Materials and Supplies</b> Totals		Invoice Transactions 1	<u>\$40.39</u>
Account <b>52340 - Other Repairs and Maintenance</b>										
409 - Black Lumber Co. INC	588105	18 - TLRC Dumpster enclosure supplies-treated lumber	Paid by EFT # 62415		11/12/2024	11/12/2024	11/22/2024		11/22/2024	43.07
409 - Black Lumber Co. INC	588153	18 - TLRC Dumpster enclosure supplies-treated lumber	Paid by EFT # 62415		11/12/2024	11/12/2024	11/22/2024		11/22/2024	18.27
							Account <b>52340 - Other Repairs and Maintenance</b> Totals		Invoice Transactions 2	<u>\$61.34</u>
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WW3-7WL4-LC4F	18-1 Pk of 2 LED Cylinder Lights & Fryer Skimmer for Twin Lakes	Paid by EFT # 62401		11/12/2024	11/12/2024	11/22/2024		11/22/2024	78.88
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 1	<u>\$78.88</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	39530-0021024	18- Water Sewer October 2024 Charges- Account 39530-002	Paid by Check # 79323		11/13/2024	11/13/2024	11/13/2024		11/13/2024	847.12
							Account <b>53530 - Water and Sewer</b> Totals		Invoice Transactions 1	<u>\$847.12</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount		
<b>Fund 201 - Parks and Rec Non Reverting</b>												
Department <b>18 - Parks &amp; Recreation</b>												
Program <b>185000 - Twin Lakes Recreation Center</b>												
Account <b>53540 - Natural Gas</b>												
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888116-6110524	18-Natural Gas TLRC - 10/01/24-10/31/24	Paid by Check # 79327		11/13/2024	11/13/2024	11/13/2024		11/13/2024	258.37		
								Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 1	<u>\$258.37</u>		
Account <b>53610 - Building Repairs</b>												
298 - Commercial Service Of Bloomington, INC	S277001	18 - TLRC HVAC replaced bad condenser-10/7/24	Paid by EFT # 62446		11/12/2024	11/12/2024	11/22/2024		11/22/2024	2,396.00		
53657 - Plymate, INC	3299283	18 - TLRC Entry Mats 11-6-24	Paid by EFT # 62567		11/12/2024	11/12/2024	11/22/2024		11/22/2024	82.38		
								Account <b>53610 - Building Repairs</b> Totals	Invoice Transactions 2	<u>\$2,478.38</u>		
Account <b>53630 - Machinery and Equipment Repairs</b>												
392 - Koorsen Fire & Security, INC	IN00800271	18 - TLRC Fire Extinguisher & Exhaust Hood Inspection Service	Paid by EFT # 62527		11/12/2024	11/12/2024	11/22/2024		11/22/2024	258.97		
								Account <b>53630 - Machinery and Equipment Repairs</b> Totals	Invoice Transactions 1	<u>\$258.97</u>		
Account <b>53830 - Bank Charges</b>												
3623 - US Bank	7513277	06-Admin Fee-IN Park Dist Refunding Bond of 2017-10/1/24-9/30/25	Paid by Check # 79358		11/12/2024	11/12/2024	11/22/2024		11/22/2024	550.00		
								Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions 1	<u>\$550.00</u>		
Account <b>53950 - Landfill</b>												
2260 - Republic Services, INC	0694-003556845	18-Landfill Operations - October 2024 Charges	Paid by EFT # 62384		11/13/2024	11/13/2024	11/13/2024		11/13/2024	87.78		
								Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	<u>\$87.78</u>		
										Program <b>185000 - Twin Lakes Recreation Center</b> Totals	Invoice Transactions 13	<u>\$4,897.05</u>
Program <b>185002 - TLRC-Health &amp; Wellness</b>												
Account <b>53940 - Temporary Contractual Employee</b>												
6161 - Morgan Ashley Banks	110724	18-TLRC Fitness Specialist	Paid by EFT # 62409		11/12/2024	11/12/2024	11/22/2024		11/22/2024	210.00		
9124 - Karin B Coopersmith	110724	18-TLRC Fitness Specialist	Paid by EFT # 62448		11/12/2024	11/12/2024	11/22/2024		11/22/2024	93.75		
8370 - Alice M Day	102924	18-TLRC Fitness Specialist	Paid by EFT # 62457		11/12/2024	11/12/2024	11/22/2024		11/22/2024	31.25		
13007 - Valeria A Decastro	110824	18-TLRC Fitness Specialist	Paid by EFT # 62458		11/12/2024	11/12/2024	11/22/2024		11/22/2024	210.00		
5274 - Catherine T Gossett	110824	18-TLRC Fitness Specialist	Paid by EFT # 62483		11/12/2024	11/12/2024	11/22/2024		11/22/2024	350.00		
9212 - Siddhartha T McLeod	103124	18-TLRC Fitness Specialist	Paid by EFT # 62535		11/12/2024	11/12/2024	11/22/2024		11/22/2024	62.50		



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
8581 - Catherine M Storm	103124	18-TLRC Fitness Specialist	Paid by EFT # 62605		11/12/2024	11/12/2024	11/22/2024		11/22/2024	31.25
8184 - Emily E Tally	110724	18-TLRC Fitness Specialist	Paid by EFT # 62609		11/12/2024	11/12/2024	11/22/2024		11/22/2024	125.00
9354 - Logan Thomas	110724	18-TLRC Fitness Specialist	Paid by EFT # 62616		11/12/2024	11/12/2024	11/22/2024		11/22/2024	168.00
9126 - Meredith I Wendell	110524	18-TLRC Fitness Specialist	Paid by EFT # 62634		11/12/2024	11/12/2024	11/22/2024		11/22/2024	93.75
9222 - Skyler Wildfong	110624	18-TLRC Fitness Specialist	Paid by EFT # 62637		11/12/2024	11/12/2024	11/22/2024		11/22/2024	93.75
							Account <b>53940 - Temporary Contractual Employee</b> Totals		Invoice Transactions 11	<u>\$1,469.25</u>
							Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals		Invoice Transactions 11	<u>\$1,469.25</u>
Program <b>185003 - TLRC-Basketball</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
7184 - Larry Branam	103024	18-2024 BYB Season III Official 10/22/24, 10/29/24, 10/30/24	Paid by EFT # 62427		11/12/2024	11/12/2024	11/22/2024		11/22/2024	125.00
8414 - Scott Matthew Burton	103024	18-TLRC Basketball Official	Paid by EFT # 62430		11/12/2024	11/12/2024	11/22/2024		11/22/2024	125.00
20105 - Brandon B Chambers	102424	18- 2024 BYB Season III Official 10/21/24 & 10/24/24	Paid by EFT # 62440		11/12/2024	11/12/2024	11/22/2024		11/22/2024	100.00
17565 - Michael B Hicks (Contractual)	102424	18-TLRC Basketball Official	Paid by EFT # 62491		11/12/2024	11/12/2024	11/22/2024		11/22/2024	100.00
8862 - Gavin Muhlenkamp	102924	18- 2024 BYB Season III Official 10/22/24-10/29/24	Paid by EFT # 62550		11/12/2024	11/12/2024	11/22/2024		11/22/2024	225.00
9188 - Gregory Reilly	110224	18- 2024 TLRC BYB Season III Official 11/02/24	Paid by EFT # 62579		11/12/2024	11/12/2024	11/22/2024		11/22/2024	50.00
9537 - Jordan Stamper	110224	18 - TLRC - Future Stars Instructor 10/26/24 & 11/2/24	Paid by EFT # 62601		11/12/2024	11/12/2024	11/22/2024		11/22/2024	60.00
9167 - David E Stewart	102924	18- 2024 BYB Season III Official 10/21/24-10/29/24	Paid by EFT # 62603		11/12/2024	11/12/2024	11/22/2024		11/22/2024	200.00
9232 - Jeremy Wayne Vance	103024	18-TLRC Basketball Official	Paid by EFT # 62623		11/12/2024	11/12/2024	11/22/2024		11/22/2024	125.00



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185003 - TLRC-Basketball</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
8454 - David Lee Williams	102824	18- 2024 BYB Season III Official 10/21/24 & 10/28/24	Paid by EFT # 62638		11/12/2024	11/12/2024	11/22/2024		11/22/2024	100.00
							Account <b>53940 - Temporary Contractual Employee</b> Totals		Invoice Transactions 10	<u>\$1,210.00</u>
							Program <b>185003 - TLRC-Basketball</b> Totals		Invoice Transactions 10	<u>\$1,210.00</u>
Program <b>185006 - TLRC-Concessions</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4099 - Gold Medal Products CO.	80-186744	18 - TLRC Concessions Items for Sale 11/04/24	Paid by EFT # 62481		11/12/2024	11/12/2024	11/22/2024		11/22/2024	300.35
5819 - Synchrony Bank	9730	18-TLRC Concession Items - 10-31-24	Paid by Check # 79353		11/12/2024	11/12/2024	11/22/2024		11/22/2024	164.60
5819 - Synchrony Bank	0395	18-TLRC Concession Items - 11-4-2024	Paid by Check # 79353		11/12/2024	11/12/2024	11/22/2024		11/22/2024	147.72
21145 - Sysco USA III, LLC	438231344	18 - TLRC Concessions Items for Sale 11-6-24	Paid by EFT # 62606		11/12/2024	11/12/2024	11/22/2024		11/22/2024	586.97
							Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		Invoice Transactions 4	<u>\$1,199.64</u>
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WW3-7WL4- LC4F	18-1 Pk of 2 LED Cylinder Lights & Fryer Skimmer for Twin Lakes	Paid by EFT # 62401		11/12/2024	11/12/2024	11/22/2024		11/22/2024	13.99
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 1	<u>\$13.99</u>
Account <b>53610 - Building Repairs</b>										
392 - Koorsen Fire & Security, INC	IN00800271	18 - TLRC Fire Extinguisher & Exhaust Hood Inspection Service	Paid by EFT # 62527		11/12/2024	11/12/2024	11/22/2024		11/22/2024	195.36
							Account <b>53610 - Building Repairs</b> Totals		Invoice Transactions 1	<u>\$195.36</u>
							Program <b>185006 - TLRC-Concessions</b> Totals		Invoice Transactions 6	<u>\$1,408.99</u>
Program <b>186500 - Community Events</b>										
Account <b>53730 - Machinery and Equipment Rental</b>										
536 - Chris Ramsey (KingSnake Sound Company)	140753	18- Sound Engineering Serv/equip rental- Pumpkin Launch	Paid by EFT # 62576		11/12/2024	11/12/2024	11/22/2024		11/22/2024	525.00
							Account <b>53730 - Machinery and Equipment Rental</b> Totals		Invoice Transactions 1	<u>\$525.00</u>



# Board of Park Commissioners Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>186500 - Community Events</b>										
Account <b>53990 - Other Services and Charges</b>										
2546 - Monroe County Historical Society, INC	000026	18- Revenue-Dearly Departed Tours-split w/Mo Co Historical Soc	Paid by EFT # 62543		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,327.50
4175 - The Stables Events, LLC (Izzy's Rentals)	21926	18 - Portable toilet rental - Pumpkin Launch event	Paid by EFT # 62615		11/12/2024	11/12/2024	11/22/2024		11/22/2024	305.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 2	\$1,632.50
							Program <b>186500 - Community Events</b> Totals		Invoice Transactions 3	\$2,157.50
<b>Program 186503 - Community Events-Farmers' Market</b>										
Account <b>47230 - Gift Certificate</b>										
4417 - Maria Carlassare (Piccoli Dolci, INC)	4040	18-Market Bucks and Gift Certificates	Paid by EFT # 62433		11/12/2024	11/12/2024	11/22/2024		11/22/2024	25.00
9041 - Copious INC (dba Brown County Coffee)	4043	18-Market Bucks and Gift Certificates	Paid by EFT # 62449		11/12/2024	11/12/2024	11/22/2024		11/22/2024	20.00
4360 - Earth Song Farm, LLC	4071	18-Market Bucks and Gift Certificates	Paid by EFT # 62463		11/12/2024	11/12/2024	11/22/2024		11/22/2024	225.00
12416 - Daniel J Graber	4038	18-Market Bucks and Gift Certificates	Paid by EFT # 62485		11/12/2024	11/12/2024	11/22/2024		11/22/2024	325.00
12416 - Daniel J Graber	4065	18-Market Bucks and Gift Certificates	Paid by EFT # 62485		11/12/2024	11/12/2024	11/22/2024		11/22/2024	215.00
5200 - Chester L Lehman (Olde Lane Orchard)	4057	18-Market Bucks and Gift Certificates	Paid by EFT # 62530		11/12/2024	11/12/2024	11/22/2024		11/22/2024	225.00
8923 - Sara McGaha	4058	18-Market Bucks and Gift Certificates	Paid by EFT # 62534		11/12/2024	11/12/2024	11/22/2024		11/22/2024	80.00
8923 - Sara McGaha	4072	18-Market Bucks and Gift Certificates	Paid by EFT # 62534		11/12/2024	11/12/2024	11/22/2024		11/22/2024	120.00
7356 - John A McMahan	4042	18-Market Bucks and Gift Certificates	Paid by EFT # 62536		11/12/2024	11/12/2024	11/22/2024		11/22/2024	265.00
12409 - Jeffrey A Padgett	4039	18-Gift Certificates	Paid by EFT # 62560		11/12/2024	11/12/2024	11/22/2024		11/22/2024	25.00
9546 - Sheila L Phillips (Phillips Produce)	4076	18-Gift Certificates	Paid by EFT # 62564		11/12/2024	11/12/2024	11/22/2024		11/22/2024	20.00
12405 - Titus Raber	4045	18-Market Bucks and Gift Certificates	Paid by EFT # 62575		11/12/2024	11/12/2024	11/22/2024		11/22/2024	75.00
12405 - Titus Raber	4067	18-Market Bucks and Gift Certificates	Paid by EFT # 62575		11/12/2024	11/12/2024	11/22/2024		11/22/2024	70.00
12405 - Titus Raber	4073	18-Market Bucks and Gift Certificates	Paid by EFT # 62575		11/12/2024	11/12/2024	11/22/2024		11/22/2024	35.00
14571 - Melvin E Reeves	4041	18-Market Bucks and Gift Certificates	Paid by EFT # 62578		11/12/2024	11/12/2024	11/22/2024		11/22/2024	45.00
12428 - Perry L Richardson	4060	18-Market Bucks and Gift Certificates	Paid by Check # 79349		11/12/2024	11/12/2024	11/22/2024		11/22/2024	45.00



# Board of Park Commissioners Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 201 - Parks and Rec Non Reverting</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>186503 - Community Events-Farmers' Market</b>											
Account <b>47230 - Gift Certificate</b>											
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	4046	18-Market Bucks and Gift Certificates	Paid by EFT # 62587		11/12/2024	11/12/2024	11/22/2024		11/22/2024	20.00	
12422 - Kip Schlegel	4068	18-Market Bucks and Gift Certificates	Paid by EFT # 62588		11/12/2024	11/12/2024	11/22/2024		11/22/2024	20.00	
17532 - Ralph Shatto (Poseys & Pumpkins)	4066	18-Market Bucks and Gift Certificates	Paid by EFT # 62592		11/12/2024	11/12/2024	11/22/2024		11/22/2024	40.00	
17532 - Ralph Shatto (Poseys & Pumpkins)	4069	18-Market Bucks and Gift Certificates	Paid by EFT # 62592		11/12/2024	11/12/2024	11/22/2024		11/22/2024	40.00	
54040 - SIB, INC (Scholars Inn Bakehouse)	4063	18-Market Bucks and Gift Certificates	Paid by EFT # 62593		11/12/2024	11/12/2024	11/22/2024		11/22/2024	70.00	
6618 - James Sigman	4053	18-Market Bucks and Gift Certificates	Paid by EFT # 62594		11/12/2024	11/12/2024	11/22/2024		11/22/2024	155.00	
17533 - Special Ideas, INC	4047	18-Gift Certificates	Paid by EFT # 62598		11/12/2024	11/12/2024	11/22/2024		11/22/2024	20.00	
2496 - Galen Jay Stoll	4061	18-Market Bucks and Gift Certificates	Paid by Check # 79352		11/12/2024	11/12/2024	11/22/2024		11/22/2024	20.00	
4371 - John W Voelker	4054	18-Market Bucks and Gift Certificates	Paid by EFT # 62628		11/12/2024	11/12/2024	11/22/2024		11/22/2024	60.00	
4426 - Christa L Vosters (Kettle Of Corn, LLC)	4056	18-Gift Certificates	Paid by EFT # 62630		11/12/2024	11/12/2024	11/22/2024		11/22/2024	20.00	
3666 - Marie Wagler	4051	18-Market Bucks and Gift Certificates	Paid by EFT # 62631		11/12/2024	11/12/2024	11/22/2024		11/22/2024	20.00	
3666 - Marie Wagler	4070	18-Market Bucks and Gift Certificates	Paid by EFT # 62631		11/12/2024	11/12/2024	11/22/2024		11/22/2024	5.00	
									Account <b>47230 - Gift Certificate</b> Totals	Invoice Transactions 28	<u>\$2,305.00</u>
Account <b>47240 - EBT Market Bucks</b>											
9145 - Mehmet Akgun (Sofra Bakery)	4062	18-Market Bucks	Paid by EFT # 62396		11/12/2024	11/12/2024	11/22/2024		11/22/2024	3.00	
8643 - Jordan Bohall (Birdie & The Bees Farm)	4055	18-Market Bucks	Paid by EFT # 62423		11/12/2024	11/12/2024	11/22/2024		11/22/2024	15.00	
4417 - Maria Carlassare (Piccoli Dolci, INC)	4040	18-Market Bucks and Gift Certificates	Paid by EFT # 62433		11/12/2024	11/12/2024	11/22/2024		11/22/2024	21.00	
4417 - Maria Carlassare (Piccoli Dolci, INC)	4064	18-Market Bucks	Paid by EFT # 62433		11/12/2024	11/12/2024	11/22/2024		11/22/2024	36.00	
3973 - Amanda Cline	4074	18-Market Bucks	Paid by EFT # 62445		11/12/2024	11/12/2024	11/22/2024		11/22/2024	114.00	
9041 - Copious INC (dba Brown County Coffee)	4043	18-Market Bucks and Gift Certificates	Paid by EFT # 62449		11/12/2024	11/12/2024	11/22/2024		11/22/2024	171.00	
4360 - Earth Song Farm, LLC	4071	18-Market Bucks and Gift Certificates	Paid by EFT # 62463		11/12/2024	11/12/2024	11/22/2024		11/22/2024	78.00	
12416 - Daniel J Graber	4038	18-Market Bucks and Gift Certificates	Paid by EFT # 62485		11/12/2024	11/12/2024	11/22/2024		11/22/2024	183.00	



# Board of Park Commissioners Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>186503 - Community Events-Farmers' Market</b>										
Account <b>47240 - EBT Market Bucks</b>										
12416 - Daniel J Graber	4065	18-Market Bucks and Gift Certificates	Paid by EFT # 62485		11/12/2024	11/12/2024	11/22/2024		11/22/2024	84.00
12527 - Hoosier Honey	4050	18-Market Bucks	Paid by EFT # 62495		11/12/2024	11/12/2024	11/22/2024		11/22/2024	45.00
52276 - Hunter's Honey Farm	4048	18-Market Bucks	Paid by EFT # 62497		11/12/2024	11/12/2024	11/22/2024		11/22/2024	105.00
9364 - Andrea J Jackson (AJJacks, LLC) (The Back Forty Farm)	4075	18-Market Bucks	Paid by EFT # 62513		11/12/2024	11/12/2024	11/22/2024		11/22/2024	51.00
5200 - Chester L Lehman (Olde Lane Orchard)	4057	18-Market Bucks and Gift Certificates	Paid by EFT # 62530		11/12/2024	11/12/2024	11/22/2024		11/22/2024	87.00
8923 - Sara McGaha	4058	18-Market Bucks and Gift Certificates	Paid by EFT # 62534		11/12/2024	11/12/2024	11/22/2024		11/22/2024	12.00
8923 - Sara McGaha	4072	18-Market Bucks and Gift Certificates	Paid by EFT # 62534		11/12/2024	11/12/2024	11/22/2024		11/22/2024	12.00
7356 - John A McMahan	4042	18-Market Bucks and Gift Certificates	Paid by EFT # 62536		11/12/2024	11/12/2024	11/22/2024		11/22/2024	138.00
12405 - Titus Raber	4045	18-Market Bucks and Gift Certificates	Paid by EFT # 62575		11/12/2024	11/12/2024	11/22/2024		11/22/2024	144.00
12405 - Titus Raber	4067	18-Market Bucks and Gift Certificates	Paid by EFT # 62575		11/12/2024	11/12/2024	11/22/2024		11/22/2024	96.00
12405 - Titus Raber	4073	18-Market Bucks and Gift Certificates	Paid by EFT # 62575		11/12/2024	11/12/2024	11/22/2024		11/22/2024	9.00
14571 - Melvin E Reeves	4041	18-Market Bucks and Gift Certificates	Paid by EFT # 62578		11/12/2024	11/12/2024	11/22/2024		11/22/2024	27.00
12428 - Perry L Richardson	4060	18-Market Bucks and Gift Certificates	Paid by Check # 79349		11/12/2024	11/12/2024	11/22/2024		11/22/2024	12.00
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	4046	18-Market Bucks and Gift Certificates	Paid by EFT # 62587		11/12/2024	11/12/2024	11/22/2024		11/22/2024	12.00
12422 - Kip Schlegel	4068	18-Market Bucks and Gift Certificates	Paid by EFT # 62588		11/12/2024	11/12/2024	11/22/2024		11/22/2024	36.00
17532 - Ralph Shatto (Poseys & Pumpkins)	4066	18-Market Bucks and Gift Certificates	Paid by EFT # 62592		11/12/2024	11/12/2024	11/22/2024		11/22/2024	114.00
17532 - Ralph Shatto (Poseys & Pumpkins)	4069	18-Market Bucks and Gift Certificates	Paid by EFT # 62592		11/12/2024	11/12/2024	11/22/2024		11/22/2024	24.00
54040 - SIB, INC (Scholars Inn Bakehouse)	4063	18-Market Bucks and Gift Certificates	Paid by EFT # 62593		11/12/2024	11/12/2024	11/22/2024		11/22/2024	156.00
6618 - James Sigman	4053	18-Market Bucks and Gift Certificates	Paid by EFT # 62594		11/12/2024	11/12/2024	11/22/2024		11/22/2024	135.00
2496 - Galen Jay Stoll	4052	18-Market Bucks	Paid by Check # 79352		11/12/2024	11/12/2024	11/22/2024		11/22/2024	66.00
2496 - Galen Jay Stoll	4061	18-Market Bucks and Gift Certificates	Paid by Check # 79352		11/12/2024	11/12/2024	11/22/2024		11/22/2024	30.00



# Board of Park Commissioners Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>186503 - Community Events-Farmers' Market</b>										
Account <b>47240 - EBT Market Bucks</b>										
4371 - John W Voelker	4054	18-Market Bucks and Gift Certificates	Paid by EFT # 62628		11/12/2024	11/12/2024	11/22/2024		11/22/2024	3.00
4371 - John W Voelker	4059	18-Market Bucks	Paid by EFT # 62628		11/12/2024	11/12/2024	11/22/2024		11/22/2024	3.00
4426 - Christa L Vosters (Kettle Of Corn, LLC)	4044	18-Market Bucks	Paid by EFT # 62630		11/12/2024	11/12/2024	11/22/2024		11/22/2024	15.00
4426 - Christa L Vosters (Kettle Of Corn, LLC)	4049	18-Market Bucks	Paid by EFT # 62630		11/12/2024	11/12/2024	11/22/2024		11/22/2024	9.00
3666 - Marie Wagler	4051	18-Market Bucks and Gift Certificates	Paid by EFT # 62631		11/12/2024	11/12/2024	11/22/2024		11/22/2024	42.00
3666 - Marie Wagler	4070	18-Market Bucks and Gift Certificates	Paid by EFT # 62631		11/12/2024	11/12/2024	11/22/2024		11/22/2024	21.00
							<b>Account 47240 - EBT Market Bucks Totals</b>		Invoice Transactions 35	<u>\$2,109.00</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	41294-001 1024	18- Water Sewer October 2024 Acct 41294-001	Paid by Check # 79320		11/13/2024	11/13/2024	11/13/2024		11/13/2024	15.19
							<b>Account 53530 - Water and Sewer Totals</b>		Invoice Transactions 1	<u>\$15.19</u>
Account <b>53990 - Other Services and Charges</b>										
6330 - Marshall Security LLC	Blgtn_FM-001	18- Farmers' Market Security October 2024	Paid by EFT # 62533		11/12/2024	11/12/2024	11/22/2024		11/22/2024	442.80
							<b>Account 53990 - Other Services and Charges Totals</b>		Invoice Transactions 1	<u>\$442.80</u>
							<b>Program 186503 - Community Events-Farmers' Market Totals</b>		Invoice Transactions 65	<u>\$4,871.99</u>
Program <b>186506 - Performing Art Series</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13DR-QV1H-CWHQ	18-(2) 5pks 8.5x11 Diploma Frames for Sponsor Appreciation	Paid by EFT # 62401		11/12/2024	11/12/2024	11/22/2024		11/22/2024	46.98
							<b>Account 52420 - Other Supplies Totals</b>		Invoice Transactions 1	<u>\$46.98</u>
Account <b>53990 - Other Services and Charges</b>										
8734 - Cicada Cinema LLC	10/31/2024	18- movie licenses for two films & equip usage-9/28 & 10/4	Paid by EFT # 62442		11/12/2024	11/12/2024	11/22/2024		11/22/2024	750.00
							<b>Account 53990 - Other Services and Charges Totals</b>		Invoice Transactions 1	<u>\$750.00</u>
							<b>Program 186506 - Performing Art Series Totals</b>		Invoice Transactions 2	<u>\$796.98</u>



# Board of Park Commissioners Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>52420 - Other Supplies</b>										
4055 - County Line Companies, LLC (dba Play Pros)	5278	18-OPS Memorial Bench Repairs 10/18/24	Paid by EFT # 62452		11/12/2024	11/12/2024	11/22/2024		11/22/2024	200.00
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1		<u>\$200.00</u>
							Program <b>189000 - Operations</b> Totals	Invoice Transactions 1		<u>\$200.00</u>
Program <b>189006 - Switchyard Property</b>										
Account <b>52420 - Other Supplies</b>										
9297 - AP Sound, LLC (All Pro Integrated Systems)	24669	18- Barco Gen-2 CX-20 Wireless Router	Paid by EFT # 62404		11/12/2024	11/12/2024	11/22/2024		11/22/2024	177.15
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-60680	18- SYP Rules Sign for Ice Machine	Paid by EFT # 62581		11/12/2024	11/12/2024	11/22/2024		11/22/2024	84.25
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2		<u>\$261.40</u>
							Program <b>189006 - Switchyard Property</b> Totals	Invoice Transactions 2		<u>\$261.40</u>
Program <b>189400 - Hopewell</b>										
Account <b>53990 - Other Services and Charges</b>										
208 - City Of Bloomington Utilities	39530-002 1024	18- Water Sewer October 2024 Charges- Account 39530-002	Paid by Check # 79323		11/13/2024	11/13/2024	11/13/2024		11/13/2024	33.63
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1		<u>\$33.63</u>
							Program <b>189400 - Hopewell</b> Totals	Invoice Transactions 1		<u>\$33.63</u>
Program <b>189503 - Urban Forestry</b>										
Account <b>52220 - Agricultural Supplies</b>										
4713 - Canopy Gardens, INC (Bloomington Valley Nursery)	17876	18-UF - Tree Planting Stock	Paid by Check # 79329		11/12/2024	11/12/2024	11/22/2024		11/22/2024	543.89
							Account <b>52220 - Agricultural Supplies</b> Totals	Invoice Transactions 1		<u>\$543.89</u>
							Program <b>189503 - Urban Forestry</b> Totals	Invoice Transactions 1		<u>\$543.89</u>
Program <b>G21015 - 2021-2024 Leonard Sp Nature Days</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LQV-PCR1-KN1F	18-(1) Collapsible Laundry Basket for Leonard Springs Nature Da	Paid by EFT # 62401		11/12/2024	11/12/2024	11/22/2024		11/22/2024	27.99
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1		<u>\$27.99</u>
							Program <b>G21015 - 2021-2024 Leonard Sp Nature Days</b> Totals	Invoice Transactions 1		<u>\$27.99</u>
							Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions 132		<u>\$26,226.53</u>
							Fund <b>201 - Parks and Rec Non Reverting</b> Totals	Invoice Transactions 132		<u>\$26,226.53</u>



# Board of Park Commissioners Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>980 - 2018 BicentennialBnd Prcd900030</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b>										
Account <b>54510 - Other Capital Outlays</b>										
8677 - Bo-mar Industries INC	BoMarApp2Gate L&L	18-Lettering for Gateway Proj Redesign App 2 (final)	Paid by EFT # 62421		11/12/2024	11/12/2024	11/22/2024		11/22/2024	38,475.00
4713 - Canopy Gardens, INC (Bloomington Valley Nursery)	17876	18-UF - Tree Planting Stock	Paid by Check # 79329		11/12/2024	11/12/2024	11/22/2024		11/22/2024	911.91
5485 - Woody Warehouse Nursery, INC	199577	18-UF Ferguson Dog Part Volunteer trees phase 2-10/11/24	Paid by EFT # 62642		11/12/2024	11/12/2024	11/22/2024		11/22/2024	7,321.00
							Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions	3	<u>\$46,707.91</u>
							Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b> Totals	Invoice Transactions	3	<u>\$46,707.91</u>
							Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions	3	<u>\$46,707.91</u>
							Fund <b>980 - 2018 BicentennialBnd Prcd900030</b> Totals	Invoice Transactions	3	<u>\$46,707.91</u>
							Grand Totals	Invoice Transactions	235	<u>\$291,717.95</u>

**REGISTER OF CLAIMS**  
**Board of Park Commissioners Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/22/24	Claims				<b>\$291,717.95</b>
					<u><u>\$291,717.95</u></u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$291,717.95 11/22/2024

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

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

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

Fiscal Office \_\_\_\_\_

**REGISTER OF PAYROLL CLAIMS**

**Board: Parks & Recreation**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/27/2024	Payroll				193,350.46
					<u>193,350.46</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1  
 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
 total amount of \$ 193,350.46

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

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

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

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



# Board of Park Commissioners Claim Register

Invoice Date Range 11/23/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund <b>200 - Parks and Recreation Gen (S1301)</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>181000 - Administration</b>											
Account <b>52110 - Office Supplies</b>											
5099 - Office Three Sixty, INC	3030771	18-(1) pk Glue Sticks & (1) pk Super Glue for Main Office Usage	Paid by EFT # 62840		11/26/2024	11/26/2024	12/06/2024		12/06/2024	11.21	
									Account <b>52110 - Office Supplies</b> Totals	Invoice Transactions 1	<u>11.21</u>
Account <b>53210 - Telephone</b>											
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X11192024	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	70.31	
13969 - AT&T Mobility II, LLC	2873273216181124	06-Unlim'td LTE Laptp/Hotspt-10/12-11/11/24-287327321618X1119202	Paid by Check # 79385		11/27/2024	11/27/2024	11/27/2024		11/27/2024	410.12	
1079 - AT&T	812349370011-24	18-phone charges 10/20-11/19/24-#812349-3700 107 2	Paid by Check # 79380		11/27/2024	11/27/2024	11/27/2024		11/27/2024	2,350.07	
									Account <b>53210 - Telephone</b> Totals	Invoice Transactions 3	<u>\$2,830.50</u>
Account <b>53910 - Dues and Subscriptions</b>											
53273 - National Recreation & Park Association (NRPA)	12169-2025	18- 2025 Department Membership	Paid by EFT # 62834		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,700.00	
									Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice Transactions 1	<u>\$1,700.00</u>
									Program <b>181000 - Administration</b> Totals	Invoice Transactions 5	<u>\$4,541.71</u>
Program <b>181100 - Marketing</b>											
Account <b>53210 - Telephone</b>											
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X11192024	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	70.31	
									Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1	<u>\$70.31</u>
Account <b>53310 - Printing</b>											
2895 - Rapid Reproductions, INC	118784	18-StoryWalk ribbon cutting yard signs #2	Paid by EFT # 62863		11/26/2024	11/26/2024	12/06/2024		12/06/2024	31.00	
									Account <b>53310 - Printing</b> Totals	Invoice Transactions 1	<u>\$31.00</u>
Account <b>53990 - Other Services and Charges</b>											
818 - Everywhere Signs, LLC	64283	18-repair & replace Friends of Limestone sign on Clear Creek Tr	Paid by EFT # 62744		11/26/2024	11/26/2024	12/06/2024		12/06/2024	700.00	



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181100 - Marketing</b>										
Account <b>53990 - Other Services and Charges</b>										
818 - Everywhere Signs, LLC	62328	18-Railroads & Industry BLine Trail interp sign	Paid by EFT # 62744		11/26/2024	11/26/2024	12/06/2024		12/06/2024	240.00
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 2		<u>\$940.00</u>
							Program <b>181100 - Marketing</b> Totals	Invoice Transactions 4		<u>\$1,041.31</u>
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X111920 24	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	29.24
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1		<u>\$29.24</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	112724-PARKSDUKE	18-Parks October-November Electric Charges	Paid by Check # 79395		11/27/2024	11/27/2024	11/27/2024		11/27/2024	339.02
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1		<u>\$339.02</u>
							Program <b>182001 - Aquatics - Bryan Pool</b> Totals	Invoice Transactions 2		<u>\$368.26</u>
Program <b>182002 - Aquatics - Mills Pool</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	120424-PARKSDUKE	18-Parks Electricity Charges October-November	Edit		12/04/2024	12/04/2024	12/04/2024			21.26
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1		<u>\$21.26</u>
							Program <b>182002 - Aquatics - Mills Pool</b> Totals	Invoice Transactions 1		<u>\$21.26</u>
Program <b>182500 - Frank Southern Center</b>										
Account <b>52240 - Fuel and Oil</b>										
2708 - AmeriGas Propane, LP	3170483199	18-FSC Zamboni Propane 11-11-2024	Paid by EFT # 62670		11/26/2024	11/26/2024	12/06/2024		12/06/2024	243.46
							Account <b>52240 - Fuel and Oil</b> Totals	Invoice Transactions 1		<u>\$243.46</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	112724-PARKSDUKE	18-Parks October-November Electric Charges	Paid by Check # 79395		11/27/2024	11/27/2024	11/27/2024		11/27/2024	6,657.13
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1		<u>\$6,657.13</u>



# Board of Park Commissioners Claim Register

Invoice Date Range 11/23/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182500 - Frank Southern Center</b>										
Account <b>53920 - Laundry and Other Sanitation Services</b>										
53657 - Plymate, INC	3300444	18-FSC Entry Rug Cleaning Service 11-12-24	Paid by EFT # 62853		11/26/2024	11/26/2024	12/06/2024		12/06/2024	70.73
								Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice Transactions 1	<u>70.73</u>
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-003582350	18-Landfill Frank Southern Center December 2024	Edit		12/04/2024	12/04/2024	12/04/2024			285.73
								Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	<u>\$285.73</u>
								Program <b>182500 - Frank Southern Center</b> Totals	Invoice Transactions 4	<u>\$7,257.05</u>
Program <b>183500 - Golf Services</b>										
Account <b>52420 - Other Supplies</b>										
455 - Industrial Service & Supply, INC	84564	18 - Cascades Ferrules, o-rings, pro-wrap	Paid by EFT # 62778		11/26/2024	11/26/2024	12/06/2024		12/06/2024	46.86
8658 - Kleindorfer's Hardware LLC	762920	18-AAA batteries	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	9.99
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2	<u>\$56.85</u>
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X11192024	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	29.24
								Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1	<u>\$29.24</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	112724-PARKSDUKE	18-Parks October-November Electric Charges	Paid by Check # 79395		11/27/2024	11/27/2024	11/27/2024		11/27/2024	814.69
								Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1	<u>\$814.69</u>
Account <b>53910 - Dues and Subscriptions</b>										
4170 - Comcast Cable Communications, INC	1190943794110224	18-cable service for Cascades Golf Course- 11/6-12/5/24	Paid by Check # 79390		11/27/2024	11/27/2024	11/27/2024		11/27/2024	200.71
								Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice Transactions 1	<u>\$200.71</u>
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-003581841	18- Landfill Cascades 12/01/24-12/31/24	Edit		12/04/2024	12/04/2024	12/04/2024			436.25
								Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	<u>\$436.25</u>



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Invoice Date Range 11/23/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>183500 - Golf Services</b>										
Account <b>53990 - Other Services and Charges</b>										
231 - IU Health OCC Health Services	00163074-00	18-Hearing test-N. Martin-10/9/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	<u>\$37.00</u>
							Program <b>183500 - Golf Services</b> Totals		Invoice Transactions 7	<u>\$1,574.74</u>
Program <b>184000 - Natural Resources</b>										
Account <b>52310 - Building Materials and Supplies</b>										
409 - Black Lumber Co. INC	589589	18 - cedar and plywood for bat boxes	Paid by EFT # 62688		11/26/2024	11/26/2024	12/06/2024		12/06/2024	327.74
365 - Rogers Group, INC	0713016515	18-stone @ Leonard Springs	Paid by EFT # 62869		11/26/2024	11/26/2024	12/06/2024		12/06/2024	53.00
365 - Rogers Group, INC	0713016514	18-stone @ Griffy Lake	Paid by EFT # 62869		11/26/2024	11/26/2024	12/06/2024		12/06/2024	212.00
							Account <b>52310 - Building Materials and Supplies</b> Totals		Invoice Transactions 3	<u>\$592.74</u>
Account <b>52340 - Other Repairs and Maintenance</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KXG-NRFX-3HHP	18-(1) Set of Vehicle Floor Mats for Operations Crew Usage	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	169.99
8658 - Kleindorfer's Hardware LLC	762233	18-screws and drill bit	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	12.71
8658 - Kleindorfer's Hardware LLC	763132	18-chainsaw chain sharpened	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5.00
							Account <b>52340 - Other Repairs and Maintenance</b> Totals		Invoice Transactions 3	<u>\$187.70</u>
Account <b>52420 - Other Supplies</b>										
8658 - Kleindorfer's Hardware LLC	763017	18-security screws, torx bit, sawzall blades	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	36.00
8658 - Kleindorfer's Hardware LLC	764879	18-chainsaw chain	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	48.00
8658 - Kleindorfer's Hardware LLC	762652	18-two gallon soil mix trufuel	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	55.98
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 3	<u>\$139.98</u>
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X111920 24	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	111.88
							Account <b>53210 - Telephone</b> Totals		Invoice Transactions 1	<u>\$111.88</u>
Account <b>53310 - Printing</b>										
818 - Everywhere Signs, LLC	64295	18 - 5 boot brush graphic signs	Paid by EFT # 62744		11/26/2024	11/26/2024	12/06/2024		12/06/2024	450.00
							Account <b>53310 - Printing</b> Totals		Invoice Transactions 1	<u>\$450.00</u>



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Invoice Date Range 11/23/24 - 12/06/24

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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>184000 - Natural Resources</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	112724-PARKSDUKE	18-Parks October-November Electric Charges	Paid by Check # 79395		11/27/2024	11/27/2024	11/27/2024		11/27/2024	33.58
							Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 1	<u>\$33.58</u>
							Program <b>184000 - Natural Resources</b> Totals		Invoice Transactions 12	<u>\$1,515.88</u>
Program <b>184500 - Youth Services -Juke Box</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	112724-PARKSDUKE	18-Parks October-November Electric Charges	Paid by Check # 79395		11/27/2024	11/27/2024	11/27/2024		11/27/2024	169.19
							Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 1	<u>\$169.19</u>
							Program <b>184500 - Youth Services -Juke Box</b> Totals		Invoice Transactions 1	<u>\$169.19</u>
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
8658 - Kleindorfer's Hardware LLC	762880	18- spray paint, joint compound, and pipe insolation for Holid	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	16.07
5819 - Synchrony Bank	9530	18 - Drink cups, candy canes for Holiday Market event	Paid by Check # 79424		11/26/2024	11/26/2024	12/06/2024		12/06/2024	84.30
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 2	<u>\$100.37</u>
							Program <b>186500 - Community Events</b> Totals		Invoice Transactions 2	<u>\$100.37</u>
Program <b>186502 - Community Events-Gardens</b>										
Account <b>52420 - Other Supplies</b>										
2689 - Greendell Landscape Solutions, INC	0285290-IN	18-Topsoil/compost blend for Switchyard garden	Paid by EFT # 62761		11/26/2024	11/26/2024	12/06/2024		12/06/2024	970.00
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 1	<u>\$970.00</u>
Account <b>53990 - Other Services and Charges</b>										
9561 - Jasper Wirtshafter	110624	18-Garden class instruction - Fermentation	Paid by EFT # 62933		11/26/2024	11/26/2024	12/06/2024		12/06/2024	100.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	<u>\$100.00</u>
							Program <b>186502 - Community Events-Gardens</b> Totals		Invoice Transactions 2	<u>\$1,070.00</u>



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>52210 - Institutional Supplies</b>										
8658 - Kleindorfer's Hardware LLC	762891	18-TLSP-Storage lock box	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	27.49
								Account <b>52210 - Institutional Supplies</b> Totals	Invoice Transactions 1	<u>\$27.49</u>
Account <b>52420 - Other Supplies</b>										
11693 - The Award Center, INC	62702	18- 2024 TLSP- Fall Adult Softball Trophies/Plaques	Paid by EFT # 62901		11/26/2024	11/26/2024	12/06/2024		12/06/2024	224.00
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>\$224.00</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	112724-PARKSDUKE	18-Parks October-November Electric Charges	Paid by Check # 79395		11/27/2024	11/27/2024	11/27/2024		11/27/2024	432.84
223 - Duke Energy	120424-PARKSDUKE	18-Parks Electricity Charges October-November	Edit		12/04/2024	12/04/2024	12/04/2024			99.49
								Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 2	<u>\$532.33</u>
								Program <b>187001 - Adult Sports-Softball</b> Totals	Invoice Transactions 4	<u>\$783.82</u>
Program <b>187202 - Youth Sports-Winslow</b>										
Account <b>52220 - Agricultural Supplies</b>										
2005 - Bloomington Speedway Mulch, INC	002956	18-Winslow-Topsoil for Field 6	Paid by EFT # 62697		11/26/2024	11/26/2024	12/06/2024		12/06/2024	109.98
								Account <b>52220 - Agricultural Supplies</b> Totals	Invoice Transactions 1	<u>\$109.98</u>
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X11192024	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	29.24
								Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1	<u>\$29.24</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	112724-PARKSDUKE	18-Parks October-November Electric Charges	Paid by Check # 79395		11/27/2024	11/27/2024	11/27/2024		11/27/2024	44.36
223 - Duke Energy	120424-PARKSDUKE	18-Parks Electricity Charges October-November	Edit		12/04/2024	12/04/2024	12/04/2024			11.72
								Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 2	<u>\$56.08</u>



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187202 - Youth Sports-Winslow</b>										
Account <b>53650 - Other Repairs</b>										
138 - Gooldy & Sons, INC	H 9305	18- 2024 Winslow Ice Machine Winterization-11/1/24	Paid by EFT # 62757		11/26/2024	11/26/2024	12/06/2024		12/06/2024	100.00
							Account <b>53650 - Other Repairs</b> Totals	Invoice Transactions 1		<u>\$100.00</u>
							Program <b>187202 - Youth Sports-Winslow</b> Totals	Invoice Transactions 5		<u>\$295.30</u>
Program <b>187208 - Youth Sports-Olcott</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	120424-PARKSDUKE	18-Parks Electricity Charges October-November	Edit		12/04/2024	12/04/2024	12/04/2024			186.48
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1		<u>\$186.48</u>
							Program <b>187208 - Youth Sports-Olcott</b> Totals	Invoice Transactions 1		<u>\$186.48</u>
Program <b>187500 - Banneker</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	120424-PARKSDUKE	18-Parks Electricity Charges October-November	Edit		12/04/2024	12/04/2024	12/04/2024			391.06
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1		<u>\$391.06</u>
							Program <b>187500 - Banneker</b> Totals	Invoice Transactions 1		<u>\$391.06</u>
Program <b>188001 - Inclusive Recreation</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X11192024	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	24.10
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1		<u>\$24.10</u>
							Program <b>188001 - Inclusive Recreation</b> Totals	Invoice Transactions 1		<u>\$24.10</u>
Program <b>189000 - Operations</b>										
Account <b>52210 - Institutional Supplies</b>										
4574 - John Deere Financial f.s.b. (Rural King)	305484	18-work wear for full time employees, per Mark Morotz	Paid by Check # 79413		11/26/2024	11/26/2024	12/06/2024		12/06/2024	397.56
							Account <b>52210 - Institutional Supplies</b> Totals	Invoice Transactions 1		<u>\$397.56</u>
Account <b>52310 - Building Materials and Supplies</b>										
409 - Black Lumber Co. INC	589758	18-treated lumber for boardwalk @ Butler	Paid by EFT # 62688		11/26/2024	11/26/2024	12/06/2024		12/06/2024	25.78



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>52310 - Building Materials and Supplies</b>										
334 - Irving Materials, INC	11503885	18-OPS Concrete repair Ferguson dog park bridge	Paid by EFT # 62783		11/26/2024	11/26/2024	12/06/2024		12/06/2024	478.00
8658 - Kleindorfer's Hardware LLC	763677	18-nut driver, distilled water	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	38.24
8658 - Kleindorfer's Hardware LLC	762808	18-O'Rings	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	75.96
365 - Rogers Group, INC	0713016474	18-gravel for Leonard Springs & nursery driveway	Paid by EFT # 62869		11/26/2024	11/26/2024	12/06/2024		12/06/2024	426.00
								Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice Transactions 5	<u>\$1,043.98</u>
Account <b>52340 - Other Repairs and Maintenance</b>										
8658 - Kleindorfer's Hardware LLC	763802	18-hog rings for Ferguson Dog park fence	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	14.37
								Account <b>52340 - Other Repairs and Maintenance</b> Totals	Invoice Transactions 1	<u>\$14.37</u>
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LQV-PCR1-LPDN	18-(2) 28 gal Containers for Operations Crew Services & Usage	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	113.42
4574 - John Deere Financial f.s.b. (Rural King)	305012	18-hand warmers and gloves for full time staff	Paid by Check # 79413		11/26/2024	11/26/2024	12/06/2024		12/06/2024	154.31
476 - Southern Indiana Parts, INC (Napa Auto Parts)	609695	18-OPS parts to repair John Deere , floor dri & floor cleaner	Paid by EFT # 62887		11/26/2024	11/26/2024	12/06/2024		12/06/2024	20.73
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 3	<u>\$288.46</u>
Account <b>53110 - Engineering and Architectural</b>										
9253 - Kurdziel Barker Engineering, INC (KB Engineering)	2405-01	18-OPS RCA Shelter Inspection-9/1-11/19/24	Paid by EFT # 62801		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,800.00
								Account <b>53110 - Engineering and Architectural</b> Totals	Invoice Transactions 1	<u>\$1,800.00</u>
Account <b>53130 - Medical</b>										
231 - IU Health OCC Health Services	00163080-00	18-Hearing test-C. Cassidy-10/10/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163112-00	18-Hearing test-A. Robertson-10/10/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163110-00	18-Hearing test-P. Paris-10/8/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>53130 - Medical</b>										
231 - IU Health OCC Health Services	00163096-00	18-Hearing test-M. Hollingsworth-10/8/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163113-00	18-Hearing test-N. Rollins-10/10/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163104-00	18-Hearing test -M. Marotz-10/9/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163097-00	18-Hearing test- K. Inman-10/8/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163087-00	18-Hearing test- D. Fleener-10/8/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163088-00	18-Hearing test-D. Foddrill-10/8/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163094-00	18-Hearing test-J. Hazel-10/8/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163114-00	18-Hearing test-J. Salisbury-10/09/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163105-00	18-Hearing tests-I. McMasters-10/10/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163117-00	18-Hearing test-J. Wetnight-10/10/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163086-00	18-Hearing test- R. Ennis-10/8/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163079-00	18-Hearing test-R. Brown-10/8/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163116-00	18-Hearing test- R. Turpin-10/10/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163102-00	18-Hearing test-T. Luallen-10/9/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163111-00	18-Hearing test-R. Rhodes-10/10/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163078-00	18-Hearing test-T. Bond-10/8/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163103-00	18-Hearing test-Tyler Luallen-10/9/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
								Account <b>53130 - Medical</b> Totals Invoice Transactions 20		\$740.00
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X11192024	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	235.58
								Account <b>53210 - Telephone</b> Totals Invoice Transactions 1		\$235.58



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>189000 - Operations</b>											
Account <b>53510 - Electrical Services</b>											
223 - Duke Energy	112724-PARKSDUKE	18-Parks October-November Electric Charges	Paid by Check # 79395		11/27/2024	11/27/2024	11/27/2024		11/27/2024	1,706.78	
223 - Duke Energy	120424-PARKSDUKE	18-Parks Electricity Charges October-November	Edit		12/04/2024	12/04/2024	12/04/2024			1,086.12	
								Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 2	<u>\$2,792.90</u>
Account <b>53610 - Building Repairs</b>											
818 - Everywhere Signs, LLC	62456	18-BCT Marquee repair, fixed 2 bad neon tubes	Paid by EFT # 62744		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,575.00	
								Account <b>53610 - Building Repairs</b> Totals		Invoice Transactions 1	<u>\$1,575.00</u>
Account <b>53640 - Hardware and Software Maintenance</b>											
7239 - Azteca Systems Holdings, LLC	INV9115	18-Implementation-Cityworks software pkg - 9-11-24 Mtg	Paid by EFT # 62677		11/26/2024	11/26/2024	12/06/2024		12/06/2024	168.75	
								Account <b>53640 - Hardware and Software Maintenance</b> Totals		Invoice Transactions 1	<u>\$168.75</u>
Account <b>53920 - Laundry and Other Sanitation Services</b>											
53657 - Plymate, INC	3300837	18-Floor mat services @ RH/Ops Office - 11/13/2024	Paid by EFT # 62853		11/26/2024	11/26/2024	12/06/2024		12/06/2024	25.52	
53657 - Plymate, INC	3300838	18-Floor mat services @ Ops Ctr - 11/13/2024	Paid by EFT # 62853		11/26/2024	11/26/2024	12/06/2024		12/06/2024	28.26	
4175 - The Stables Events, LLC (Izzy's Rentals)	22046	18-Year-round pumping/cleaning of (8) port-a-let units - Nov 24	Paid by EFT # 62906		11/26/2024	11/26/2024	12/06/2024		12/06/2024	660.00	
								Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice Transactions 3	<u>\$713.78</u>
Account <b>53950 - Landfill</b>											
52226 - Hoosier Transfer Station-3140	3140-000023430	18- OPS trash dump from encampment clean-up-8/22/24	Paid by EFT # 62770		11/26/2024	11/26/2024	12/06/2024		12/06/2024	41.98	
52226 - Hoosier Transfer Station-3140	3140-000023684	16-trash disposal fee- 11/1-11/15/24	Paid by EFT # 62770		11/26/2024	11/26/2024	12/06/2024		12/06/2024	4.73	
								Account <b>53950 - Landfill</b> Totals		Invoice Transactions 2	<u>\$46.71</u>
Account <b>53990 - Other Services and Charges</b>											
421 - Centerstone Of Indiana, INC	PMaint1124	18-OPS Nov 2024 Park maintenance Service	Paid by EFT # 62711		11/26/2024	11/26/2024	12/06/2024		12/06/2024	305.19	



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>189000 - Operations</b>											
Account <b>53990 - Other Services and Charges</b>											
3585 - Gosport Manufacturing Co., INC	217612	18-OPS Shade sail repair for RCA Park	Paid by EFT # 62758		11/26/2024	11/26/2024	12/06/2024		12/06/2024	65.00	
								Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 2	\$370.19
								Program <b>189000 - Operations</b> Totals		Invoice Transactions 43	\$10,187.28
Program <b>189006 - Switchyard Property</b>											
Account <b>52420 - Other Supplies</b>											
8658 - Kleindorfer's Hardware LLC	762688	18- SYP Misc zip ties, flying insect traps	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	64.80	
								Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 1	\$64.80
Account <b>52430 - Uniforms and Tools</b>											
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	20808	18- SYP Seasonal Staff Shirts (21)	Paid by EFT # 62661		11/26/2024	11/26/2024	12/06/2024		12/06/2024	315.00	
								Account <b>52430 - Uniforms and Tools</b> Totals		Invoice Transactions 1	\$315.00
Account <b>53510 - Electrical Services</b>											
223 - Duke Energy	112724-PARKSDUKE	18-Parks October-November Electric Charges	Paid by Check # 79395		11/27/2024	11/27/2024	11/27/2024		11/27/2024	385.16	
223 - Duke Energy	120424-PARKSDUKE	18-Parks Electricity Charges October-November	Edit		12/04/2024	12/04/2024	12/04/2024			1,853.22	
								Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 2	\$2,238.38
Account <b>53610 - Building Repairs</b>											
321 - Harrell Fish, INC (HFI)	ZW19195	18-SYP Spray Pad-replace mechanical room Sump Pump-10/23	Paid by EFT # 62764		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,475.00	
321 - Harrell Fish, INC (HFI)	ZW19077	18- SYP Pavilion-remove/replace Trane packaged unit-11/1	Paid by EFT # 62764		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,375.00	
321 - Harrell Fish, INC (HFI)	C017183	18-SYP Summer Preventative Maint-Fall 2024-10/23/24	Paid by EFT # 62764		11/26/2024	11/26/2024	12/06/2024		12/06/2024	6,386.50	
								Account <b>53610 - Building Repairs</b> Totals		Invoice Transactions 3	\$9,236.50
Account <b>53990 - Other Services and Charges</b>											
10 - Bledsoe Riggert Cooper & James INC	30482	18-review of parcel info. & deeds-Switchyard Pk-10/31/24	Paid by EFT # 62689		11/26/2024	11/26/2024	12/06/2024		12/06/2024	360.00	



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189006 - Switchyard Property</b>										
Account <b>53990 - Other Services and Charges</b>										
912 - Central Security Systems, INC	540445	18-SYP Pavilion Commercial Fire Alarm Monitoring (Dec 24-Feb 25)	Paid by EFT # 62713		11/26/2024	11/26/2024	12/06/2024		12/06/2024	147.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 2	<u>\$507.00</u>
							Program <b>189006 - Switchyard Property</b> Totals		Invoice Transactions 9	<u>\$12,361.68</u>
Program <b>189500 - Urban Greenspace</b>										
Account <b>52220 - Agricultural Supplies</b>										
3735 - Bluestone Tree, INC.	16703	18 - UGS 160 yards hardwood mulch delivered to Ops-11/12/24	Paid by EFT # 62698		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,300.00
							Account <b>52220 - Agricultural Supplies</b> Totals		Invoice Transactions 1	<u>\$2,300.00</u>
Account <b>52340 - Other Repairs and Maintenance</b>										
786 - Richard's Small Engine, INC	563724	18 - UGS 2 brushcutter harness hooks	Paid by EFT # 62867		11/26/2024	11/26/2024	12/06/2024		12/06/2024	23.98
8560 - Wright Implement I, LLC	2402631	18 - CEM & UGS 2 spare wheels for 2 Greenworks UTVs	Paid by EFT # 62934		11/26/2024	11/26/2024	12/06/2024		12/06/2024	163.38
							Account <b>52340 - Other Repairs and Maintenance</b> Totals		Invoice Transactions 2	<u>\$187.36</u>
Account <b>53130 - Medical</b>										
231 - IU Health OCC Health Services	00163081-00	18-Hearing test-K. Daniel-10/8/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163083-00	18-Hearing test- M. Dowd-10/8/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163090-00	18-Hearing test-E. Goad-10/8/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163093-00	18-Hearing test- E. Hagen-10/8/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163091-00	18-Hearing test-Z. Godsey-10/10/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163084-00	18-Hearing test-A. Edwards-10/8/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163099-00	18-Hearing test- J. Kingrey-10/9/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163101-00	18-Hearing test- D. Livingston-10/9/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163108-00	18-Hearing test- S. Minshall-10/10/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
							Account <b>53130 - Medical</b> Totals		Invoice Transactions 9	<u>\$333.00</u>



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>189500 - Urban Greenspace</b>											
Account <b>53210 - Telephone</b>											
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X111920 24	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	246.42	
									Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1	\$246.42
Account <b>53990 - Other Services and Charges</b>											
18036 - 4 U Lawn and Landscape, LLC	3456	18 - UGS Contractual mowing & trimming/20 locations April-Nov 24	Paid by EFT # 62662		11/26/2024	11/26/2024	12/06/2024		12/06/2024	17,100.00	
121 - Eco Logic, LLC	5667	18 - UGS vegetation mgmt services at Switchyard Park-7/5/24	Paid by EFT # 62738		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,870.98	
5187 - Green Dragon Lawn Care, INC	3943	18-contractual mowing services at 20 locations-10/1-11/6/24	Paid by EFT # 62760		11/26/2024	11/26/2024	12/06/2024		12/06/2024	16,165.00	
									Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 3	\$35,135.98
									Program <b>189500 - Urban Greenspace</b> Totals	Invoice Transactions 16	\$38,202.76
Program <b>189501 - Cemeteries</b>											
Account <b>52340 - Other Repairs and Maintenance</b>											
8560 - Wright Implement I, LLC	2402631	18 - CEM & UGS 2 spare wheels for 2 Greenworks UTVs	Paid by EFT # 62934		11/26/2024	11/26/2024	12/06/2024		12/06/2024	163.37	
									Account <b>52340 - Other Repairs and Maintenance</b> Totals	Invoice Transactions 1	\$163.37
Account <b>53130 - Medical</b>											
231 - IU Health OCC Health Services	00163089-00	18-Hearing test-C. Gilstrap-10/8/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00	
231 - IU Health OCC Health Services	00163107-00	18-Hearing test-R. Mingee-10/9/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00	
231 - IU Health OCC Health Services	00163098-00	18-Hearing test-A. Ketcham-10/9/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00	
									Account <b>53130 - Medical</b> Totals	Invoice Transactions 3	\$111.00
Account <b>53210 - Telephone</b>											
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X111920 24	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	41.07	
									Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1	\$41.07



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>189501 - Cemeteries</b>											
Account <b>53510 - Electrical Services</b>											
223 - Duke Energy	112724-PARKSDUKE	18-Parks October-November Electric Charges	Paid by Check # 79395		11/27/2024	11/27/2024	11/27/2024		11/27/2024	118.61	
223 - Duke Energy	120424-PARKSDUKE	18-Parks Electricity Charges October-November	Edit		12/04/2024	12/04/2024	12/04/2024			50.07	
								Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 2	<u>\$168.68</u>
Account <b>53990 - Other Services and Charges</b>											
8804 - Michael T Gilbert (Monument Lettering Service LLC)	RHC11202024	18-CEM Scatter Garden: Clegg, Jones, Jones	Paid by EFT # 62753		11/26/2024	11/26/2024	12/06/2024		12/06/2024	870.00	
								Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	<u>\$870.00</u>
								Program <b>189501 - Cemeteries</b> Totals		Invoice Transactions 8	<u>\$1,354.12</u>
Program <b>189503 - Urban Forestry</b>											
Account <b>52420 - Other Supplies</b>											
8658 - Kleindorfer's Hardware LLC	763710	18-8" cable ties	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	26.76	
786 - Richard's Small Engine, INC	563723	18-ring and nut for Hustler	Paid by EFT # 62867		11/26/2024	11/26/2024	12/06/2024		12/06/2024	12.88	
								Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 2	<u>\$39.64</u>
Account <b>53130 - Medical</b>											
231 - IU Health OCC Health Services	00163085-00	18-Hearing test-L. Ellis-10/9/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00	
231 - IU Health OCC Health Services	00163082-00	18-Hearing test-I. Doering-10/9/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00	
231 - IU Health OCC Health Services	00163092-00	18-Hearing test-R. Grubb-10/9/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00	
231 - IU Health OCC Health Services	00163095-00	18-Hearing test-C. Hill-10/9/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00	
231 - IU Health OCC Health Services	00163115-00	18-Hearing test- H. Smith-10/10/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00	
								Account <b>53130 - Medical</b> Totals		Invoice Transactions 5	<u>\$185.00</u>
Account <b>53210 - Telephone</b>											
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X11192024	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	199.86	
								Account <b>53210 - Telephone</b> Totals		Invoice Transactions 1	<u>\$199.86</u>
								Program <b>189503 - Urban Forestry</b> Totals		Invoice Transactions 8	<u>\$424.50</u>
								Department <b>18 - Parks &amp; Recreation</b> Totals		Invoice Transactions 136	<u>\$81,870.87</u>
								Fund <b>200 - Parks and Recreation Gen (S1301)</b> Totals		Invoice Transactions 136	<u>\$81,870.87</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181000 - Administration</b>										
Account <b>53230 - Travel</b>										
7906 - Timothy Robert Street	112024	18- Travel Reimbursement IPRA Director Street	Paid by EFT # 62894		11/26/2024	11/26/2024	12/06/2024		12/06/2024	59.00
							Account <b>53230 - Travel</b> Totals		Invoice Transactions 1	<u>\$59.00</u>
							Program <b>181000 - Administration</b> Totals		Invoice Transactions 1	<u>\$59.00</u>
Program <b>181001 - Health &amp; Wellness</b>										
Account <b>53230 - Travel</b>										
9030 - Shelby Nicole Drake	IPRA-11.2024	18-per diem-IPRA Conf-French Lick-11/5-11/7	Paid by EFT # 62733		11/26/2024	11/26/2024	12/06/2024		12/06/2024	108.00
							Account <b>53230 - Travel</b> Totals		Invoice Transactions 1	<u>\$108.00</u>
Account <b>53990 - Other Services and Charges</b>										
199 - Monroe County Government	2024-111924	18 - All Kids Swim overpayment	Paid by Check # 79419		11/26/2024	11/26/2024	12/06/2024		12/06/2024	160.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	<u>\$160.00</u>
							Program <b>181001 - Health &amp; Wellness</b> Totals		Invoice Transactions 2	<u>\$268.00</u>
Program <b>182500 - Frank Southern Center</b>										
Account <b>43270 - Registration Fees</b>										
Bloomington Parks Foundation	2024-00001992	18-Refunds-S. Blythe	Paid by Check # 79429		11/26/2024	11/26/2024	12/06/2024		12/06/2024	76.50
Shawn Blythe	2024-00001991	18-Refunds	Paid by Check # 79430		11/26/2024	11/26/2024	12/06/2024		12/06/2024	13.50
							Account <b>43270 - Registration Fees</b> Totals		Invoice Transactions 2	<u>\$90.00</u>
							Program <b>182500 - Frank Southern Center</b> Totals		Invoice Transactions 2	<u>\$90.00</u>
Program <b>182501 - Frank Southern Center Concession</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
50357 - Arrow Sporting Group, INC	INV12761	18-FSC Neck Guards stock	Paid by EFT # 62673		11/26/2024	11/26/2024	12/06/2024		12/06/2024	411.11
4099 - Gold Medal Products CO.	80-186801	18-FSC Concessions Items Purchased 11-6-2024	Paid by EFT # 62756		11/26/2024	11/26/2024	12/06/2024		12/06/2024	671.15
5819 - Synchrony Bank	5597	18-FSC Concessions Items Purchased 11-14-24	Paid by Check # 79424		11/26/2024	11/26/2024	12/06/2024		12/06/2024	413.73
							Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		Invoice Transactions 3	<u>\$1,495.99</u>



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182501 - Frank Southern Center Concession</b>										
Account <b>53310 - Printing</b>										
818 - Everywhere Signs, LLC	62484a	18-Vivid Alchemist 60x33 dasher for Blgtn Blades	Paid by EFT # 62744		11/26/2024	11/26/2024	12/06/2024		12/06/2024	125.00
							Account <b>53310 - Printing</b> Totals	Invoice Transactions	1	<u>\$125.00</u>
							Program <b>182501 - Frank Southern Center Concession</b> Totals	Invoice Transactions	4	<u>\$1,620.99</u>
Program <b>183500 - Golf Services</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
5819 - Synchrony Bank	9288 111824	18-Snack bar items - Cascades Golf Course 11/18/24	Paid by Check # 79424		11/26/2024	11/26/2024	12/06/2024		12/06/2024	201.38
							Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice Transactions	1	<u>\$201.38</u>
							Program <b>183500 - Golf Services</b> Totals	Invoice Transactions	1	<u>\$201.38</u>
Program <b>184501 - Youth Services-Kid City Camps</b>										
Account <b>53160 - Instruction</b>										
4486 - American Camping Association, INC	ACACONF- 2.2025	18-Kid City Camp Director Conf Reg- Shrake-C9024281	Paid by Check # 79400		11/26/2024	11/26/2024	12/06/2024		12/06/2024	545.00
							Account <b>53160 - Instruction</b> Totals	Invoice Transactions	1	<u>\$545.00</u>
							Program <b>184501 - Youth Services-Kid City Camps</b> Totals	Invoice Transactions	1	<u>\$545.00</u>
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>52210 - Institutional Supplies</b>										
7663 - HB Warehouse LLC (Resource Services)	23585	18-TLRC Industrial Maintenance Supplies - 120 AC Filters	Paid by EFT # 62766		11/26/2024	11/26/2024	12/06/2024		12/06/2024	822.00
7663 - HB Warehouse LLC (Resource Services)	23608	18-TLRC toilet cleaner, urinal screen, absorbent	Paid by EFT # 62766		11/26/2024	11/26/2024	12/06/2024		12/06/2024	77.32
							Account <b>52210 - Institutional Supplies</b> Totals	Invoice Transactions	2	<u>\$899.32</u>
Account <b>52310 - Building Materials and Supplies</b>										
294 - All-Phase Electric Supply, INC	0740-1025655	18-TLRC - fluorescent lamps	Paid by EFT # 62665		11/26/2024	11/26/2024	12/06/2024		12/06/2024	617.10
8658 - Kleindorfer's Hardware LLC	763781	18-wax seal, goof off, caulk	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	38.56
							Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice Transactions	2	<u>\$655.66</u>



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<b>Fund 201 - Parks and Rec Non Reverting</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>185000 - Twin Lakes Recreation Center</b>											
Account <b>52420 - Other Supplies</b>											
5693 - PlayCore Wisconsin, INC (Power Systems PS, LLC)	8909966	18 - TLRC - Cable Attachment Replacement - Weight RM	Paid by EFT # 62852		11/26/2024	11/26/2024	12/06/2024		12/06/2024	305.39	
									Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>\$305.39</u>
Account <b>53510 - Electrical Services</b>											
223 - Duke Energy	120424-PARKSDUKE	18-Parks Electricity Charges October-November	Edit		12/04/2024	12/04/2024	12/04/2024			43.75	
									Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1	<u>\$43.75</u>
Account <b>53610 - Building Repairs</b>											
53657 - Plymate, INC	3302457	18 - TLRC Entry Mats 11-20-24	Paid by EFT # 62853		11/26/2024	11/26/2024	12/06/2024		12/06/2024	82.38	
									Account <b>53610 - Building Repairs</b> Totals	Invoice Transactions 1	<u>\$82.38</u>
Account <b>53950 - Landfill</b>											
2260 - Republic Services, INC	0694-003582684	18- Landfill TLRC 12/01/24-12/31/24	Paid by EFT # 62656		11/27/2024	11/27/2024	11/27/2024		11/27/2024	175.00	
									Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	<u>\$175.00</u>
									Program <b>185000 - Twin Lakes Recreation Center</b> Totals	Invoice Transactions 8	<u>\$2,161.50</u>
Program <b>185002 - TLRC-Health &amp; Wellness</b>											
Account <b>53940 - Temporary Contractual Employee</b>											
6161 - Morgan Ashley Banks	112124	18-TLRC Fitness Specialist	Paid by EFT # 62681		11/26/2024	11/26/2024	12/06/2024		12/06/2024	245.00	
9399 - Chloe Clift	112124	18-TLRC Fitness Specialist	Paid by EFT # 62717		11/26/2024	11/26/2024	12/06/2024		12/06/2024	62.50	
9124 - Karin B Coopersmith	112124	18-TLRC Fitness Specialist	Paid by EFT # 62721		11/26/2024	11/26/2024	12/06/2024		12/06/2024	125.00	
8370 - Alice M Day	111224	18-TLRC Fitness Specialist	Paid by EFT # 62729		11/26/2024	11/26/2024	12/06/2024		12/06/2024	62.50	
13007 - Valeria A Decastro	112224	18-TLRC Fitness Specialist	Paid by EFT # 62730		11/26/2024	11/26/2024	12/06/2024		12/06/2024	210.00	
5274 - Catherine T Gossett	112224	18-TLRC Fitness Specialist	Paid by EFT # 62759		11/26/2024	11/26/2024	12/06/2024		12/06/2024	420.00	
9212 - Siddhartha T McLeod	111424	18-TLRC Fitness Specialist	Paid by EFT # 62815		11/26/2024	11/26/2024	12/06/2024		12/06/2024	125.00	
8581 - Catherine M Storm	112124	18-TLRC Fitness Specialist	Paid by EFT # 62893		11/26/2024	11/26/2024	12/06/2024		12/06/2024	31.25	
8184 - Emily E Tally	111924	18-TLRC Fitness Specialist	Paid by EFT # 62898		11/26/2024	11/26/2024	12/06/2024		12/06/2024	62.50	



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
9354 - Logan Thomas	112124	18-TLRC Fitness Specialist	Paid by EFT # 62908		11/26/2024	11/26/2024	12/06/2024		12/06/2024	168.00
9222 - Skyler Wildfong	112124	18-TLRC Fitness Specialist	Paid by EFT # 62929		11/26/2024	11/26/2024	12/06/2024		12/06/2024	125.00
							Account <b>53940 - Temporary Contractual Employee</b> Totals		Invoice Transactions 11	<u>\$1,636.75</u>
							Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals		Invoice Transactions 11	<u>\$1,636.75</u>
Program <b>185003 - TLRC-Basketball</b>										
Account <b>52430 - Uniforms and Tools</b>										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	20700	18 - TLRC Future Stars t-shirts (35)	Paid by EFT # 62661		11/26/2024	11/26/2024	12/06/2024		12/06/2024	455.00
							Account <b>52430 - Uniforms and Tools</b> Totals		Invoice Transactions 1	<u>\$455.00</u>
Account <b>53940 - Temporary Contractual Employee</b>										
8414 - Scott Matthew Burton	111224	18-Basketball Official	Paid by EFT # 62704		11/26/2024	11/26/2024	12/06/2024		12/06/2024	150.00
20105 - Brandon B Chambers	111424	18-TLRC Basketball Official	Paid by EFT # 62714		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,050.00
17565 - Michael B Hicks (Contractual)	111224	18-Basketball Official	Paid by EFT # 62769		11/26/2024	11/26/2024	12/06/2024		12/06/2024	150.00
9559 - Jonathan Macy	110224	18-TLRC Basketball Official	Paid by EFT # 62809		11/26/2024	11/26/2024	12/06/2024		12/06/2024	50.00
9559 - Jonathan Macy	110424	18-TLRC Basketball Official	Paid by EFT # 62809		11/26/2024	11/26/2024	12/06/2024		12/06/2024	50.00
9560 - Grace Mangan	111224	18-TLRC Basketball Official	Paid by EFT # 62811		11/26/2024	11/26/2024	12/06/2024		12/06/2024	150.00
8862 - Gavin Muhlenkamp	111224	18-Basketball Official	Paid by EFT # 62827		11/26/2024	11/26/2024	12/06/2024		12/06/2024	225.00
9555 - Matthew Shane Murphy	102924	18-TLRC Basketball Official	Paid by EFT # 62829		11/26/2024	11/26/2024	12/06/2024		12/06/2024	50.00
9555 - Matthew Shane Murphy	111424	18-TLRC Basketball Official	Paid by EFT # 62829		11/26/2024	11/26/2024	12/06/2024		12/06/2024	175.00
9188 - Gregory Reilly	111424	18-TLRC Basketball Official	Paid by EFT # 62866		11/26/2024	11/26/2024	12/06/2024		12/06/2024	75.00
9181 - Colton Douglas Spaur	111324	18-TLRC Basketball Official	Paid by EFT # 62888		11/26/2024	11/26/2024	12/06/2024		12/06/2024	50.00
9537 - Jordan Stamper	112024	18-TLRC Fitness Specialist	Paid by EFT # 62890		11/26/2024	11/26/2024	12/06/2024		12/06/2024	60.00
9167 - David E Stewart	111324	18-TLRC Basketball Official	Paid by EFT # 62892		11/26/2024	11/26/2024	12/06/2024		12/06/2024	125.00
8454 - David Lee Williams	111124	18-TLRC Basketball Official	Paid by EFT # 62930		11/26/2024	11/26/2024	12/06/2024		12/06/2024	100.00
							Account <b>53940 - Temporary Contractual Employee</b> Totals		Invoice Transactions 14	<u>\$2,460.00</u>



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Fund <b>201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185003 - TLRC-Basketball</b> Totals Invoice Transactions 15 <span style="float:right">\$2,915.00</span>										
Program <b>185006 - TLRC-Concessions</b>										
Account <b>52330 - Street, Alley, and Sewer Material</b>										
8155 - PepsiCo Beverage Sales, LLC	18678005	18-TLRC Concession Items - 11/13/24	Paid by EFT # 62849		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,081.91
5819 - Synchrony Bank	1551	18 - TLRC Concessions Items for Sale 11-18-24	Paid by Check # 79424		11/26/2024	11/26/2024	12/06/2024		12/06/2024	217.52
5819 - Synchrony Bank	2519 112024	18-TLRC Concession Items - 11/20/24	Paid by Check # 79424		11/26/2024	11/26/2024	12/06/2024		12/06/2024	105.32
Account <b>52330 - Street, Alley, and Sewer Material</b> Totals Invoice Transactions 3 <span style="float:right">\$1,404.75</span>										
Program <b>185006 - TLRC-Concessions</b> Totals Invoice Transactions 3 <span style="float:right">\$1,404.75</span>										
Program <b>186500 - Community Events</b>										
Account <b>43270 - Registration Fees</b>										
Deborah Crane	2024-00001955	18-Refunds	Paid by Check # 79432		11/26/2024	11/26/2024	12/06/2024		12/06/2024	65.00
Account <b>43270 - Registration Fees</b> Totals Invoice Transactions 1 <span style="float:right">\$65.00</span>										
Account <b>53160 - Instruction</b>										
203 - INDIANA UNIVERSITY	5176	18- Registration for Crystal Ritter for Leadership Bloomington	Paid by Check # 79411		11/26/2024	11/26/2024	12/06/2024		12/06/2024	750.00
Account <b>53160 - Instruction</b> Totals Invoice Transactions 1 <span style="float:right">\$750.00</span>										
Account <b>53230 - Travel</b>										
2019 - Leslie Brinson	IPRA-11.2024	18-per diem-IPRA Conf-French Lick-11/3-11/7-On Committee	Paid by EFT # 62701		11/26/2024	11/26/2024	12/06/2024		12/06/2024	157.00
9059 - Tara Brooke	IPRA-11.2024	18-per diem-IPRA Conf-French Lick-11/5-11/7	Paid by EFT # 62702		11/26/2024	11/26/2024	12/06/2024		12/06/2024	108.00
720 - Rebecca R Higgins	IPRA-11.2024	18-per diem-IPRA Conf-French Lick-11/4-11/7	Paid by Check # 79407		11/26/2024	11/26/2024	12/06/2024		12/06/2024	167.00
19638 - William J Ream	IPRA-11.2024	18-per diem-IPRA Conf-French Lick-11/4-11/7	Paid by EFT # 62864		11/26/2024	11/26/2024	12/06/2024		12/06/2024	126.00
Account <b>53230 - Travel</b> Totals Invoice Transactions 4 <span style="float:right">\$558.00</span>										
Program <b>186500 - Community Events</b> Totals Invoice Transactions 6 <span style="float:right">\$1,373.00</span>										



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>186502 - Community Events-Gardens</b>										
Account <b>52420 - Other Supplies</b>										
6186 - Rachel Beyer (Mavourneen Farm)	11/1/24	18- cabbage for sauerkraut class 11/6/24	Paid by EFT # 62685		11/26/2024	11/26/2024	12/06/2024		12/06/2024	70.00
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 1	\$70.00
							Program <b>186502 - Community Events-Gardens</b> Totals		Invoice Transactions 1	\$70.00
Program <b>186503 - Community Events-Farmers' Market</b>										
Account <b>47230 - Gift Certificate</b>										
9323 - Bolin Investment Group, LLC (Crossroads Kombucha)	4083	18-Market Bucks and Gift Certificates	Paid by EFT # 62699		11/26/2024	11/26/2024	12/06/2024		12/06/2024	25.00
3855 - Jonathon Carpenter	4084	18-Market Bucks and Gift Certificates	Paid by EFT # 62708		11/26/2024	11/26/2024	12/06/2024		12/06/2024	65.00
3973 - Amanda Cline	4101	18-Market Bucks and Gift Certificates	Paid by EFT # 62718		11/26/2024	11/26/2024	12/06/2024		12/06/2024	20.00
4360 - Earth Song Farm, LLC	4105	18-Market Bucks and Gift Certificates	Paid by EFT # 62737		11/26/2024	11/26/2024	12/06/2024		12/06/2024	195.00
8922 - Carolyn M Estell (Stobo Farm LLC)	4080	18-Market Bucks and Gift Certificates	Paid by EFT # 62743		11/26/2024	11/26/2024	12/06/2024		12/06/2024	85.00
8922 - Carolyn M Estell (Stobo Farm LLC)	4104	18-Market Bucks and Gift Certificates	Paid by EFT # 62743		11/26/2024	11/26/2024	12/06/2024		12/06/2024	20.00
3898 - Freedom Valley Farm, LLC	4077	18-Market Bucks and Gift Certificates	Paid by EFT # 62750		11/26/2024	11/26/2024	12/06/2024		12/06/2024	265.00
7497 - Loudon Farms LLC (Stanger's Hill Organics)	4098	18-Market Bucks and Gift Certificates	Paid by EFT # 62806		11/26/2024	11/26/2024	12/06/2024		12/06/2024	85.00
12413 - Dale L Marchino	4089	18-Market Bucks and Gift Certificates	Paid by Check # 79416		11/26/2024	11/26/2024	12/06/2024		12/06/2024	20.00
8923 - Sara McGaha	4078	18-Market Bucks and Gift Certificates	Paid by EFT # 62813		11/26/2024	11/26/2024	12/06/2024		12/06/2024	70.00
8923 - Sara McGaha	4106	18-Market Bucks and Gift Certificates	Paid by EFT # 62813		11/26/2024	11/26/2024	12/06/2024		12/06/2024	60.00
9518 - Cassandra McKinney (The Soap Quarry & Co LLC)	4093	18-Gift Certificates	Paid by EFT # 62814		11/26/2024	11/26/2024	12/06/2024		12/06/2024	30.00
9007 - Metta Gardens	4110	18-Market Bucks and Gift Certificates	Paid by EFT # 62816		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5.00
17824 - Rainbow Tropical Plants	4099	18-Market Bucks and Gift Certificates	Paid by EFT # 62860		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5.00
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	4102	18-Market Bucks and Gift Certificates	Paid by EFT # 62875		11/26/2024	11/26/2024	12/06/2024		12/06/2024	130.00
17532 - Ralph Shatto (Poseys & Pumpkins)	4085	18-Market Bucks and Gift Certificates	Paid by EFT # 62878		11/26/2024	11/26/2024	12/06/2024		12/06/2024	20.00
17532 - Ralph Shatto (Poseys & Pumpkins)	4086	18-Gift Certificates	Paid by EFT # 62878		11/26/2024	11/26/2024	12/06/2024		12/06/2024	20.00



# Board of Park Commissioners Claim Register

Invoice Date Range 11/23/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 201 - Parks and Rec Non Reverting</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>186503 - Community Events-Farmers' Market</b>											
Account <b>47230 - Gift Certificate</b>											
17532 - Ralph Shatto (Poseys & Pumpkins)	4103	18-Market Bucks and Gift Certificates	Paid by EFT # 62878		11/26/2024	11/26/2024	12/06/2024		12/06/2024	25.00	
8325 - Danielle L Smith (Larissa Danielle)	4092	18-Gift Certificates	Paid by EFT # 62883		11/26/2024	11/26/2024	12/06/2024		12/06/2024	20.00	
8325 - Danielle L Smith (Larissa Danielle)	4108	18-Gift Certificates	Paid by EFT # 62883		11/26/2024	11/26/2024	12/06/2024		12/06/2024	20.00	
6495 - Kyle S Smith (Wilderlove Farm, LLC)	4087	18-Market Bucks and Gift Certificates	Paid by EFT # 62884		11/26/2024	11/26/2024	12/06/2024		12/06/2024	115.00	
12425 - David W Widner	4095	18-Market Bucks and Gift Certificates	Paid by Check # 79427		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5.00	
									Account <b>47230 - Gift Certificate</b> Totals	Invoice Transactions 22	\$1,305.00
Account <b>47240 - EBT Market Bucks</b>											
8361 - Blooming Shrooms, LLC	4081	18-Market Bucks	Paid by EFT # 62690		11/26/2024	11/26/2024	12/06/2024		12/06/2024	27.00	
8361 - Blooming Shrooms, LLC	4100	18-Market Bucks	Paid by EFT # 62690		11/26/2024	11/26/2024	12/06/2024		12/06/2024	39.00	
9323 - Bolin Investment Group, LLC (Crossroads Kombucha)	4083	18-Market Bucks and Gift Certificates	Paid by EFT # 62699		11/26/2024	11/26/2024	12/06/2024		12/06/2024	9.00	
4417 - Maria Carlassare (Piccoli Dolci, INC)	4097	18-Market Bucks	Paid by EFT # 62707		11/26/2024	11/26/2024	12/06/2024		12/06/2024	63.00	
3855 - Jonathon Carpenter	4084	18-Market Bucks and Gift Certificates	Paid by EFT # 62708		11/26/2024	11/26/2024	12/06/2024		12/06/2024	108.00	
3973 - Amanda Cline	4101	18-Market Bucks and Gift Certificates	Paid by EFT # 62718		11/26/2024	11/26/2024	12/06/2024		12/06/2024	75.00	
4360 - Earth Song Farm, LLC	4105	18-Market Bucks and Gift Certificates	Paid by EFT # 62737		11/26/2024	11/26/2024	12/06/2024		12/06/2024	81.00	
8922 - Carolyn M Estell (Stobo Farm LLC)	4080	18-Market Bucks and Gift Certificates	Paid by EFT # 62743		11/26/2024	11/26/2024	12/06/2024		12/06/2024	12.00	
8922 - Carolyn M Estell (Stobo Farm LLC)	4104	18-Market Bucks and Gift Certificates	Paid by EFT # 62743		11/26/2024	11/26/2024	12/06/2024		12/06/2024	9.00	
8980 - FirstLite Farms LLC	4082	18-Market Bucks	Paid by EFT # 62747		11/26/2024	11/26/2024	12/06/2024		12/06/2024	12.00	
8980 - FirstLite Farms LLC	4107	18-Market Bucks	Paid by EFT # 62747		11/26/2024	11/26/2024	12/06/2024		12/06/2024	21.00	
3898 - Freedom Valley Farm, LLC	4077	18-Market Bucks and Gift Certificates	Paid by EFT # 62750		11/26/2024	11/26/2024	12/06/2024		12/06/2024	51.00	
8136 - Amanda Hand (MKONO Farm)	4088	18-Market Bucks	Paid by EFT # 62762		11/26/2024	11/26/2024	12/06/2024		12/06/2024	42.00	
9364 - Andrea J Jackson (AJJacks, LLC) (The Back Forty Farm)	4109	18-Market Bucks	Paid by EFT # 62787		11/26/2024	11/26/2024	12/06/2024		12/06/2024	78.00	
7497 - Louden Farms LLC (Stanger's Hill Organics)	4098	18-Market Bucks and Gift Certificates	Paid by EFT # 62806		11/26/2024	11/26/2024	12/06/2024		12/06/2024	18.00	



# Board of Park Commissioners Claim Register

Invoice Date Range 11/23/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 201 - Parks and Rec Non Reverting</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>186503 - Community Events-Farmers' Market</b>											
Account <b>47240 - EBT Market Bucks</b>											
12413 - Dale L Marchino	4089	18-Market Bucks and Gift Certificates	Paid by Check # 79416		11/26/2024	11/26/2024	12/06/2024		12/06/2024	30.00	
8923 - Sara McGaha	4078	18-Market Bucks and Gift Certificates	Paid by EFT # 62813		11/26/2024	11/26/2024	12/06/2024		12/06/2024	9.00	
8923 - Sara McGaha	4106	18-Market Bucks and Gift Certificates	Paid by EFT # 62813		11/26/2024	11/26/2024	12/06/2024		12/06/2024	12.00	
9007 - Metta Gardens	4110	18-Market Bucks and Gift Certificates	Paid by EFT # 62816		11/26/2024	11/26/2024	12/06/2024		12/06/2024	27.00	
5550 - Rajarajeswari Muthukrishnan	4096	18-Market Bucks	Paid by EFT # 62831		11/26/2024	11/26/2024	12/06/2024		12/06/2024	15.00	
17824 - Rainbow Tropical Plants	4099	18-Market Bucks and Gift Certificates	Paid by EFT # 62860		11/26/2024	11/26/2024	12/06/2024		12/06/2024	30.00	
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	4102	18-Market Bucks and Gift Certificates	Paid by EFT # 62875		11/26/2024	11/26/2024	12/06/2024		12/06/2024	87.00	
17532 - Ralph Shatto (Poseys & Pumpkins)	4085	18-Market Bucks and Gift Certificates	Paid by EFT # 62878		11/26/2024	11/26/2024	12/06/2024		12/06/2024	9.00	
17532 - Ralph Shatto (Poseys & Pumpkins)	4103	18-Market Bucks and Gift Certificates	Paid by EFT # 62878		11/26/2024	11/26/2024	12/06/2024		12/06/2024	171.00	
54040 - SIB, INC (Scholars Inn Bakehouse)	4094	18-Market Bucks	Paid by EFT # 62880		11/26/2024	11/26/2024	12/06/2024		12/06/2024	36.00	
6495 - Kyle S Smith (Wilderlove Farm, LLC)	4087	18-Market Bucks and Gift Certificates	Paid by EFT # 62884		11/26/2024	11/26/2024	12/06/2024		12/06/2024	150.00	
3666 - Marie Wagler	4090	18-Market Bucks	Paid by EFT # 62923		11/26/2024	11/26/2024	12/06/2024		12/06/2024	15.00	
3666 - Marie Wagler	4111	18-Market Bucks	Paid by EFT # 62923		11/26/2024	11/26/2024	12/06/2024		12/06/2024	30.00	
12425 - David W Widner	4095	18-Market Bucks and Gift Certificates	Paid by Check # 79427		11/26/2024	11/26/2024	12/06/2024		12/06/2024	15.00	
								<b>Account 47240 - EBT Market Bucks Totals</b>		<b>Invoice Transactions 29</b>	<b>\$1,281.00</b>
Account <b>53210 - Telephone</b>											
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X11192024	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	70.31	
								<b>Account 53210 - Telephone Totals</b>		<b>Invoice Transactions 1</b>	<b>\$70.31</b>
Account <b>53940 - Temporary Contractual Employee</b>											
3875 - Sandra Salinas-Kobylka	092924	18-Cleaning Services - City Hall - Farmers' Market - Sept 2024	Paid by EFT # 62874		11/26/2024	11/26/2024	12/06/2024		12/06/2024	325.00	



# Board of Park Commissioners Claim Register

Invoice Date Range 11/23/24 - 12/06/24

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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>186503 - Community Events-Farmers' Market</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
3875 - Sandra Salinas-Kobyłka	102724	18- Cleaning Services - City Hall Farmers' Market Oct 2024	Paid by EFT # 62874		11/26/2024	11/26/2024	12/06/2024		12/06/2024	260.00
							Account <b>53940 - Temporary Contractual Employee</b> Totals	Invoice Transactions	2	\$585.00
							Program <b>186503 - Community Events-Farmers' Market</b> Totals	Invoice Transactions	54	\$3,241.31
Program <b>186506 - Performing Art Series</b>										
Account <b>53990 - Other Services and Charges</b>										
536 - Chris Ramsey (KingSnake Sound Company)	140755	18- Behringer Wing Rack audio mixer and Midas DL32 stagebox	Paid by EFT # 62862		11/26/2024	11/26/2024	12/06/2024		12/06/2024	3,222.00
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions	1	\$3,222.00
							Program <b>186506 - Performing Art Series</b> Totals	Invoice Transactions	1	\$3,222.00
Program <b>189006 - Switchyard Property</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MHD-XR9V-1CPT	18-(2) White Blackout Curtains for Switchyard Park Pavilion Use	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	69.98
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions	1	\$69.98
							Program <b>189006 - Switchyard Property</b> Totals	Invoice Transactions	1	\$69.98
							Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions	111	\$18,878.66
							Fund <b>201 - Parks and Rec Non Reverting</b> Totals	Invoice Transactions	111	\$18,878.66
<b>Fund 980 - 2018 BicentennialBnd Prcd900030</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>18018A - 7th St Green Way, RCA Power Line</b>										
Account <b>54510 - Other Capital Outlays</b>										
5641 - AZTEC Engineering Group, INC	201040	18-Design services for Bicentennial Power Line Trail - Sept 2024	Paid by EFT # 62676		11/26/2024	11/26/2024	12/06/2024		12/06/2024	7,902.21
							Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions	1	\$7,902.21
							Program <b>18018A - 7th St Green Way, RCA Power Line</b> Totals	Invoice Transactions	1	\$7,902.21
Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b>										
Account <b>54510 - Other Capital Outlays</b>										
4713 - Canopy Gardens, INC (Bloomington Valley Nursery)	17927	18- UF Tree Planting Stock	Paid by Check # 79402		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,375.80
							Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions	1	\$1,375.80
							Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b> Totals	Invoice Transactions	1	\$1,375.80
							Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions	2	\$9,278.01
							Fund <b>980 - 2018 BicentennialBnd Prcd900030</b> Totals	Invoice Transactions	2	\$9,278.01



# Board of Park Commissioners Claim Register

Invoice Date Range 11/23/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>985 - Parks GO Bonds 2022</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>180000 - Main</b>										
Account <b>54510 - Other Capital Outlays</b>										
3663 - WSP USA, INC	40101582	07-2nd Street Modernization 06/29/24-10/11/24	Paid by EFT # 62935		11/26/2024	11/26/2024	12/06/2024		12/06/2024	75,750.07
							Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions	1	<u>\$75,750.07</u>
							Program <b>180000 - Main</b> Totals	Invoice Transactions	1	<u>\$75,750.07</u>
							Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions	1	<u>\$75,750.07</u>
							Fund <b>985 - Parks GO Bonds 2022</b> Totals	Invoice Transactions	1	<u>\$75,750.07</u>
							Grand Totals	Invoice Transactions	250	<u>\$185,777.61</u>

**REGISTER OF CLAIMS**  
**Board of Park Commissioners Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/06/24	Claims				<b>\$185,777.61</b>
					<u><u>\$185,777.61</u></u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of 12/6/2024

\$185,777.61

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

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

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

Fiscal Office \_\_\_\_\_





# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2024-00020478	JE	GL	12/06/2024	Expense Transfer				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Debit Amount</i>	<i>Credit Amount</i>
12/06/2024	201-18-G23013-51120	Salaries and Wages - Temporary	Expense Transfer		.00	2,633.73
12/06/2024	201-18-G24024-51120	Salaries and Wages - Temporary	Expense Transfer		2,633.73	.00
Number of Entries: 2					\$2,633.73	\$2,633.73





# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2024-00020479	BA	GL	12/06/2024	Budget Transfer				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
12/06/2024	201-18-G23013-52420	Other Supplies	Budget Transfer		.00	926.36
12/06/2024	201-18-G23013-51120	Salaries and Wages - Temporary	Budget Transfer		752.49	.00
12/06/2024	201-18-G23013-51210	FICA	Budget Transfer		173.87	.00
Number of Entries: 3					\$926.36	\$926.36



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2024-00020469	BA	GL	12/06/2024	Budget Amendment				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
12/06/2024	201-18-181001-52420	Other Supplies	Budget Amendment		300.00	.00
12/06/2024	201-18-181001-53230	Travel	Budget Amendment		267.00	.00
12/06/2024	201-18-181001-53990	Other Services and Charges	Budget Amendment		4,200.00	.00
12/06/2024	201-18-184500-53830	Bank Charges	Budget Amendment		100.00	.00
12/06/2024	201-18-184500-53990	Other Services and Charges	Budget Amendment		4,080.00	.00
12/06/2024	201-18-184501-53160	Instruction	Budget Amendment		55.00	.00
12/06/2024	201-18-186500-51120	Salaries and Wages - Temporary	Budget Amendment		800.00	.00
12/06/2024	201-18-186500-51210	FICA	Budget Amendment		100.00	.00
12/06/2024	201-18-186500-52420	Other Supplies	Budget Amendment		1,000.00	.00
12/06/2024	201-18-186500-53990	Other Services and Charges	Budget Amendment		2,100.00	.00
12/06/2024	201-18-186503-51120	Salaries and Wages - Temporary	Budget Amendment		900.00	.00
12/06/2024	201-18-186503-51230	Health and Life Insurance	Budget Amendment		.02	.00
12/06/2024	201-18-186503-53830	Bank Charges	Budget Amendment		100.00	.00
12/06/2024	201-18-189006-53830	Bank Charges	Budget Amendment		400.00	.00
Number of Entries: 14					\$14,402.02	\$.00

REVENUES AND EXPENSES: COMPARISON REPORT								
	Expenses November 2023	2023 Total Expense Budget	2023 Expenses as of December	2023 Expenses as of November	2023 % of Expenses	2024 Total Expense Budget	2024 Expenses as of November	2024 % of Expenses
<b>General Fund</b>								
100	Administration	844,049	853,088	784,092	91.91%	967,553	714,598	73.86%
101	Health & Wellness	93,493	83,186	70,107	84.28%	96,485	94,734	98.19%
110	Community Relations	540,874	461,814	397,618	86.10%	526,904	448,419	75.46%
201	Aquatics	451,892	417,982	388,451	92.93%	515,687	425,959	82.60%
250	Frank Southern Center	425,242	378,088	291,176	77.01%	476,556	282,914	59.37%
350	Golf Services	915,889	898,604	826,004	91.92%	1,121,282	1,054,151	94.01%
400	Natural Resources	534,405	453,186	391,602	86.41%	489,686	360,547	73.63%
450	Youth Programs	82,763	78,331	68,114	86.96%	87,236	75,968	87.08%
500	TLRC	315,143	303,937	262,850	86.48%	336,480	294,293	87.46%
650	Community Events	567,876	508,921	453,040	89.02%	586,536	519,635	88.59%
701	Adult Sports	294,196	248,996	217,381	87.30%	280,961	253,578	90.25%
720	Youth Sports	311,917	327,200	284,493	86.95%	341,796	250,232	73.21%
750	BBCC	453,306	377,717	337,360	89.32%	456,923	309,360	67.71%
801	Inclusive Recreation	137,174	95,099	86,146	90.59%	105,704	92,293	87.31%
900	Operations	2,347,357	2,074,760	1,785,064	86.04%	2,300,690	1,871,790	81.36%
906	Switchyard Property	859,828	678,090	585,140	86.29%	1,104,528	782,648	70.86%
950	Urban Greenspace	1,061,503	889,220	774,997	87.15%	1,198,072	833,557	69.57%
951	Cemeteries	256,422	235,083	212,193	90.26%	243,032	193,875	79.77%
953	Urban Forestry	660,133	446,354	402,255	90.12%	697,586	480,328	68.86%
<b>General Fund total:</b>		<b>11,153,462</b>	<b>9,809,658</b>	<b>8,618,082</b>	<b>87.85%</b>	<b>11,933,697</b>	<b>9,338,879</b>	<b>78.26%</b>
<b>Non-Reverting Fund</b>								
	Expenses November 2023	2023 Total Expense Budget	2023 Expenses as of December	2023 Expenses as of November	2023 % of Expenses	2024 Total Expense Budget	2024 Expenses as of November	2024 % of Expenses
<b>Non-Reverting Fund</b>								
100	Administration	17,168	8,202	6,794	82.84%	19,400	4,783	24.65%
101	Health & Wellness	6,487	27,218	26,014	95.58%	5,925	12,047	203.32%
110	Community Relations	5,350	2,185	2,185	100.00%	5,350	2,045	38.23%
201	Aquatics	76,595	80,959	80,959	100.00%	94,712	88,042	92.96%
250	Frank Southern Center	89,833	79,277	64,554	81.43%	116,963	91,357	78.11%
350	Golf Services	154,313	177,681	176,744	99.47%	163,535	183,814	112.40%
400	Natural Resources	46,850	28,568	24,168	84.60%	46,850	46,338	98.91%
450	Youth Programs	166,839	168,760	166,959	98.93%	171,747	173,481	101.01%
500	*TLRC - day to day	650,779	95,997	481,806	501.90%	877,333	721,251	82.21%
650	Community Events	144,879	147,200	128,922	87.58%	149,792	134,212	89.60%
701	Adult Sports	110,335	82,805	82,187	99.25%	90,505	46,757	51.66%
720	Youth Sports	9,752	9,302	8,050	86.53%	935	24,505	2620.31%
750	BBCC	4,560	685	685	100.00%	5,960	3,446	57.83%
801	Inclusive Recreation	0	0	0	0.00%	0	0	0.00%
900	Operations	572,425	816,430	816,425	100.00%	53,340	27,776	52.07%
905	Dog Park	36,635	0	0	0.00%	0	0	0.00%
906	Switchyard	0	41,312	35,994	87.13%	36,185	28,201	77.94%
940	Hopewell	0	0	0	0.00%	0	71	0.00%
953	Urban Forestry	12,850	16,577	10,720	64.67%	14,800	146,960	992.98%
<b>N-R Fund subtotal:</b>		<b>2,105,650</b>	<b>1,783,156</b>	<b>2,113,164</b>	<b>118.51%</b>	<b>1,853,333</b>	<b>1,735,087</b>	<b>93.62%</b>
TLRC - bond		474,012	474,013	474,013	100.00%	482,912	482,913	100.00%
<b>N-R Fund total:</b>		<b>2,579,662</b>	<b>2,257,169</b>	<b>2,587,176</b>	<b>114.62%</b>	<b>2,336,245</b>	<b>2,218,000</b>	<b>94.94%</b>

Expenses November 20	2023 Total Expense Budget	2023 Expenses as of December	2023 Expenses as of November	2023 % of Expenses	2024 Total Expense Budget	2024 Expenses as of November	2024 % of Expenses
<b>Other Misc Funds</b>							
24-25 MCCSC 21st Com Learn						19,250	
23-24 MCCSC 21st Com Learn			17,463			30,878	
2022-2023 MCCSC 21st Century			20,990				
Storm Response Plan			2,982				
Banneker Nature Days			4,839			4,854	
Leonard Sp Nature Days			3,823			4,140	
Griffy Nature Days			6,671			6,851	
2023 Summer Food Service			8,655			10,015	
Nature Preserves Invasive			4,999				
NRPA Nutrition Hub						766	
Griffy Lake LARE Grant			1,200			3,400	
<b>Other Misc Funds total:</b>	<b>0</b>	<b>0</b>	<b>71,622</b>	<b>0.00%</b>	<b>0</b>	<b>80,154</b>	
<b>TOTAL ALL FUNDS</b>	<b>13,733,124</b>	<b>9,537,723</b>	<b>11,276,881</b>	<b>118.23%</b>	<b>14,269,942</b>	<b>11,637,033</b>	<b>81.55%</b>

<b>PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT</b>							
<b>Revenue November2024</b>	<b>2023 Projected Revenue</b>	<b>2023 Revenue as of December</b>	<b>2023 Revenue as of November</b>	<b>2023 % of Revenue Collected to date</b>	<b>2024 Projected Revenue for year</b>	<b>2024 Revenue as of November</b>	<b>2024 % of Revenue Collected to date</b>
<b>General Fund</b>							
Taxes/Misc Revenue	8,138,119	7,932,631	4,465,987	56.30%	8,342,431	4,582,311	54.93%
Administration	400	435	435	100.00%	766,400	774,062	101.00%
Community Relations	0	0	0	0.00%	0	0	0.00%
Aquatics	188,000	212,859	212,859	100.00%	206,000	244,959	118.91%
Frank Southern	225,000	214,755	153,943	71.68%	199,500	159,423	79.91%
Golf Services	701,000	1,034,409	1,040,797	100.62%	766,000	1,111,595	145.12%
Natural Resources	0	0	0	0.00%	0	0	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%
Community Events	14,000	14,485	14,485	54.35%	14,800	15,919	107.56%
Adult Sports	32,000	26,650	26,650	100.00%	32,000	0	0.00%
Youth Sports	39,000	50,380	49,193	97.64%	6,000	13,613	226.88%
BBCC	18,000	19,988	16,969	84.89%	19,260	32,332	167.87%
Operations	0	29	29	100.00%	0	0	0.00%
Urban Greenspace	0	0	0	0.00%	0	0	0.00%
Cemeteries	42,000	49,850	44,500	89.27%	43,375	30,550	70.43%
Urban Forestry	0	0	0	0.00%	0	0	0.00%
<b>Subtotal Program Rev</b>	<b>1,259,400</b>	<b>1,623,840</b>	<b>1,559,859</b>	<b>96.06%</b>	<b>2,053,335</b>	<b>2,382,452</b>	<b>116.03%</b>
<b>General Fund Total</b>	<b>9,397,519</b>	<b>9,556,470</b>	<b>6,025,845</b>	<b>63.06%</b>	<b>10,395,766</b>	<b>6,964,763</b>	<b>67.00%</b>

<b>Revenue November2024</b>	<b>2023 Projected Revenue</b>	<b>2023 Revenue as of December</b>	<b>2023 Revenue as of November</b>	<b>2023 % of Revenue Collected to date</b>	<b>2024 Projected Revenue for year</b>	<b>2024 Revenue as of November</b>	<b>2024 % of Revenue Collected to date</b>
<b>Non-Reverting Fund</b>							
Administration	35,000	43,681	36,319	83.15%	35,600	21,898	61.51%
Health & Wellness	8,150	30,029	29,803	99.25%	13,400	15,793	117.86%
Community Relations	3,000	5,005	4,005	80.02%	3,000	3,290	109.67%
Aquatics	82,500	97,094	97,094	100.00%	83,800	97,421	116.25%
Frank Southern	55,000	97,406	72,892	74.83%	84,550	61,194	72.38%
Golf Services	180,500	276,817	252,337	91.16%	184,500	277,114	150.20%
Natural Resources	71,400	78,273	77,824	99.43%	71,400	78,617	110.11%
Youth Programs	170,000	176,073	175,548	99.70%	174,500	177,808	101.90%
*TLRC -Operational	725,749	932,059	836,808	89.78%	902,598	792,097	87.76%
Community Events	144,800	162,486	159,414	98.11%	145,000	165,233	113.95%
Adult Sports	88,500	71,883	62,444	86.87%	95,000	72,859	76.69%
Youth Sports	8,000	3,613	3,613	100.00%	45,350	30,395	67.02%
BBCC	4,800	8,587	8,542	99.48%	7,200	10,941	151.95%
Operations	69,940	855,475	853,229	99.74%	82,440	68,346	82.90%
Dog Park	400	0	0	0.00%	400	50	12.50%
Switchyard	42,500	81,886	80,471	98.27%	60,000	83,208	138.68%
Urban Greenspace	0	0	0	0.00%	0	0	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%
Urban Forestry	14,600	70,390	70,390	100.00%	23,600	17,956	76.09%
<b>N-R Fund subtotal:</b>	<b>1,704,839</b>	<b>2,990,757</b>	<b>2,820,735</b>	<b>94.32%</b>	<b>2,012,338</b>	<b>1,974,221</b>	<b>98.11%</b>

Revenue November2024	2023 Projected Revenue	2023 Revenue as of December	2023 Revenue as of November	2023 % of Revenue Collected to date	2024 Projected Revenue for year	2024 Revenue as of November	2024 % of Revenue Collected to date
<b>Other Misc Funds</b>							
24-25 MCCSC 21st Century Learn						17,322	
G23-24 MCCSC 21st Com			9,545			30,344	
22-23 MCCSC 21st Cent			23,190				
Duke Power Line						24,875	
Rosehill Trust			2,111			2,877	
Storm Response			4,400				
Griffy Lake Nature Days			6,622			6,888	
Summer Food Service			10,646			10,966	
Banneker Nature Days			4,839			4,854	
Nature Preserves Invsive			3,737				
Griffy Lake LARE Grant			1,200			3,400	
Leonard Spring Nature Day						15,000	
<b>Other Misc Funds total:</b>	<b>0</b>	<b>0</b>	<b>66,291</b>		<b>0</b>	<b>116,527</b>	

<b>TOTAL ALL FUNDS</b>	<b>11,102,358</b>	<b>12,547,227</b>	<b>8,912,871</b>	<b>71.03%</b>	<b>12,408,104</b>	<b>9,055,510</b>	<b>72.98%</b>
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<b>2024 Non-Reverting Cash Balances</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Area</b>	<b>Beginning Balance 1/1/2024</b>	<b>Revenue as of 11/30/2024</b>	<b>Other Misc. Revenue</b>	<b>Expenses as of 11/30/2024</b>	<b>Expenses from RESERVE* (see explanation below)</b>	<b>Total Current Year Over/Under (does not include expenses taken from RESERVE)</b>	<b>Total Accumulated Balance (Amount)</b>
Administration	462,925.69	21,898.00		4,782.52		<b>17,115.48</b>	480,041.17
Health & Wellness	19,064.56	15,792.94		12,046.71		<b>3,746.23</b>	22,810.79
Community Relations	45,139.67	3,290.00		2,045.40	0.00	<b>1,244.60</b>	46,384.27
Aquatics	389,800.16	97,421.09		88,041.90		<b>9,379.19</b>	399,179.35
Frank Southern Center	193,784.70	61,194.45		91,356.83		<b>(30,162.38)</b>	163,622.32
Golf Course	437,369.59	277,114.19		183,814.19		<b>93,300.00</b>	530,669.59
Natural Resources	410,946.23	78,617.31		46,338.02		<b>32,279.29</b>	443,225.52
Allison Jukebox	338,641.63	177,808.09		173,481.31		<b>4,326.78</b>	342,968.41
TLRC	<b>(3,191,149.56)</b>	711,887.59		1,204,164.05		<b>(492,276.46)</b>	<b>(3,683,426.02)</b>
TLRC Reserve	918,675.92	80,209.35		0.00		<b>80,209.35</b>	998,885.27
Community Events	540,885.34	165,232.88		134,212.38		<b>31,020.50</b>	571,905.84
Adult Sports	4,610.17	72,859.07		46,756.88		<b>26,102.19</b>	30,712.36
Youth Sports	<b>(6,174.91)</b>	30,394.58		24,505.16		<b>5,889.42</b>	<b>(285.49)</b>
Skate Park	22,417.65	0		0.00		<b>0.00</b>	22,417.65
Benjamin Banneker Comm Center	59,588.47	10,940.54		3,446.47		<b>7,494.07</b>	67,082.54
Operations	322,273.02	68,345.56		27,776.44		<b>40,569.12</b>	362,842.14
Dog Park	5,993.79	50.00		0.00		<b>50.00</b>	6,043.79
Switchyard Property	336,893.28	83,208.33		28,200.91		<b>55,007.42</b>	391,900.70
Hopewell	0.00	0.00		71.24		<b>(71.24)</b>	<b>(71.24)</b>
Urban Greenspace	13,454.36	0.00		0.00		<b>0.00</b>	13,454.36
Cemeteries	1,497.00	0.00		0.00		<b>0.00</b>	1,497.00
Urban Forestry	103,230.13	17,956.40		146,960.41		<b>(129,004.01)</b>	<b>(25,773.88)</b>
<b>TOTALS</b>	<b>1,429,866.89</b>	<b>1,974,220.37</b>	<b>0.00</b>	<b>2,218,000.82</b>	<b>0.00</b>	<b>(243,780.45)</b>	<b>1,186,086.44</b>
							<b>(243,780.45)</b>
							ACTUAL INCREASE - DECREASE FOR THE CURRENT FISCAL YEAR

### Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
11/04/2024	2659826	5	AR	325001_B	Parent & Tot (325001-B)	Refund Now	michele.wilson	80.00	0.00	80.00
11/07/2024	2661610	6	PM	TLRC - Senior 1M	Senior 1M (39797)	Refund Now	grabowsm	80.00	0.00	80.00
11/18/2024	2667480	5	AR	325019_A	Adult Hockey (325019-A)	Refund Now	michele.wilson	100.00	0.00	100.00
11/18/2024	2667481	5	AR	325017_D	House Hockey - Level 4 (325017-D)	Refund Now	michele.wilson	130.00	0.00	130.00
11/19/2024	2667782	5	AR	325014_A	The Skating School - Adult 2 (325014	Refund Now	michele.wilson	80.00	0.00	80.00
11/20/2024	2668506	5	AR	325017_C	House Hockey - Level 3 (325017-C)	Refund Now	michele.wilson	80.00	0.00	80.00
11/22/2024	2669245	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669245	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669256	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	25.00	0.00	25.00
11/22/2024	2669256	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	25.00	0.00	25.00
11/22/2024	2669258	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669258	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669263	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669263	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669264	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669269	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669273	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669274	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669276	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669292	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669299	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669299	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669299	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	20.00	0.00	20.00
11/22/2024	2669342	6	AR	350303_B	Basketball Future Stars (350303-B)	Refund Now	grabowsm	40.00	0.00	40.00
11/22/2024	2669355	5	AR	340015_A	Build Your Own Bat Box (340015-A)	Refund Now	michele.wilson	9.00	0.00	9.00
11/22/2024	2669394	6	AR	310102_C	The Cooking Classroom (310102-C)	Refund Now	grabowsm	25.00	0.00	25.00
11/22/2024	2669394	6	AR	310102_C	The Cooking Classroom (310102-C)	Refund Now	grabowsm	25.00	0.00	25.00

**Report Summary Totals**

<b>Total Refund Records:</b>	<b>27</b>
<b>Total Fees Refunded:</b>	<b>999.00</b>
<b>Total Tax Refunded:</b>	<b>0.00</b>
<b>Total Amount Refunded:</b>	<b>999.00</b>

# Refund Listing Report

Report Summary Totals Continued...

# Refund Listing Report

SELECTION CRITERIA

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GENERIC REPORT CRITERIA

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

REPORT SPECIFIC CRITERIA

Refund Type:	Refund Now
Begin Service Item:	
Begin League:	
Begin Locker:	
Begin Trip:	
Begin Activity Section:	
Begin Pass:	
Begin Rental Item Code:	
Begin Inventory Item:	
Begin Ticket:	
Begin Facility:	
Begin Refund Date:	11/01/2024 - Actual Date 11/01/2024
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	11/30/2024 - Actual Date 11/30/2024
End Trip:	<u>ZZZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Service Item:	<u>ZZZZZZZZZZ</u>
End Locker:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	500



# City of Bloomington

## Disposal / Surplus / Trade In Form

PAGE NO. 1 of 1

DATE: 12/10/2024

PHONE: 812-349-3700

EMAIL: \_\_\_\_\_

DEPT: Parks and Recreation

LOCATION: Showers

DEPT. HEAD / DIVISION DIRECTOR: Tim Street

Vehicles being sold by Fleet do not need to be on this spreadsheet. Public Works will list them on their Surplus form. We verbally need to let PB know.

The note below is only regarding items listed to be sold, it does not include items listed that will be destroyed or donated.

**Please note:** per State Statute IC 5-22-22-6 - If the property is one (1) item with an estimated value of \$1,000, or more than one (1) item with an estimated value of less than \$5,000, we can sell the property without public notice. If these two thresholds are exceeded, notice of sale must be given by publication of the time, place, and terms of the sale at least 15 days before the date of the sale.

DESCRIPTION (List Make, Model, and Year)	QTY	DECLARATION REASON (works, needs repair, not repairable, etc)	SERIAL /VIN NO.	COB ASSET # Capital Asset # assigned by OOTC	DEPT. ASSET #	DISPOSITION REQUESTED (Please check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
Closed do not enter any items						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
1.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
2.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
3.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
4.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
5.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
6.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
7.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
8.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
9.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
10.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
11.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
12.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
13.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
14.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
15.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
16.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
17.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			

**A-7** Agenda item

Admin. Approval: TS  
Date: 11/19/24

**TO:** Board of Park Commissioners  
**FROM:** Amy Leyenbeck, Operations Coordinator  
**DATE:** December 4, 2024  
**SUBJECT:** Fire Dawgs, INC Contract for encampment clean-up

### Recommendation

Staff recommends approval of the contract with Fire Dawgs, INC not to exceed \$4,005.00, funding source: 200-18-189000-53950.

### Background

Fire Dawgs, INC will provide clean-up services for an abandoned encampment which was near the Bloomington Rail Trail and Public Works property. Public Works and Parks Dept. are sharing the cost for this service.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT 8123276119  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
Fire Dawgs, INC**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Fire Dawgs, INC ("Contractor").

**Article 1. Scope of Services.** Contractor shall provide clean up services on the Bloomington Rail Trail for an abandoned encampment site. ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before 12/31/2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz, Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand And Five Dollars (\$4,005.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services according to the following schedule: Work will be performed on Thursday, November 20, 2024.

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

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

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

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

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

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned,

hired and non-owned autos (The limit of liability required is \$1,000,000 for each accident); C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider – The limits required are Workers Compensation – Statutory; and Employers Liability -- \$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under the General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes or cancellation of required insurance to the City within ten (10) days.

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

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

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

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

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

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

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

**Article 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department: City of Bloomington, Attn: Mark Marotz, Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Fire Dawgs, INC.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**[Signatures are on the following page.]**

Below signatures are for the "SERVICE AGREEMENT/SHORT CONTRACT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND FIRE DAWGS."

**CITY OF BLOOMINGTON**

Signed By: Margie Rice 12/2/2024  
70B1F031F43E4C6...  
Margie Rice, Corporation Counsel DATE

**Fire Dawgs, INC**

\_\_\_\_\_  
Signature DATE

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

\_\_\_\_\_  
Tim Street, Director DATE  
Parks and Recreation Department

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Fire Dawgs, INC**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**A-8** Agenda item

Admin. Approval: TS  
Date: 11/15/24

**TO:** Board of Park Commissioners  
**FROM:** Amy Leyenbeck, Operations Coordinator  
**DATE:** December 4, 2024  
**SUBJECT:** Baker Stone Work 2025 Service Agreement

### Recommendation

Staff recommends approval of this contract with Baker Stone Work for stone repair, restoration, tuck point work on an as needed basis in 2025. Contract Amount not to exceed: \$5,000.00; Funding source: 200-18-189501-53990

### Background

Baker Stone Work has been helping to restore the perimeter wall at Rose Hill Cemetery in sections each year. They perform quality work at reasonable rates, and it benefits the city to have a service agreement with this vendor so that any stone work needs can be taken care of quickly without delays.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND**

**Baker Stone Work, Inc**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Baker Stone Work, Inc ("Contractor").

**Article 1. Scope of Services.** Contractor shall provide **stone restoration and tuck point work on an as-needed basis throughout the year. Specific scopes of work and costs will be quoted individually and approved by BPRD in writing before commences.** ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Amy Leyenbeck, Operations Coordinator, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed five thousand dollars (\$5000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services according to the following schedule: Services will be performed on an as needed basis. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

**Article 11. Indemnification.** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability

(only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department: City of Bloomington, Attn: Amy Leyenbeck, Operations Coordinator, 401 N. Morton, Bloomington, IN 47404. Baker Stone Work, Inc, ATTN: Charley Nelson, 1545 Hupp Road, Bloomington IN 47401.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

**Signatures are on the following page.**







**A-9** Agenda item

Admin. Approval: TS  
Date: 11/15/24

**TO:** Board of Park Commissioners  
**FROM:** Amy Leyenbeck, Operations Coordinator  
**DATE:** December 4, 2024  
**SUBJECT:** Bruce Home Improvement 2025 Service Agreement

**Recommendation**

Staff recommends approval of this contract with Bruce Home Improvement for overhead door repairs, adjustments and/or replacement of components at city parks properties and facilities on as needed basis in 2025. Contract Amount not to exceed: \$4,500.00; Funding sources: 9000-53610, 7202-5361; 7208-5365; 7001-5361; 2001-5361; 2002-5361; 2500-5361, 201-18-185000-5361

**Background**

Bruce Home Improvement LLC performs quality work at reasonable rates, and it benefits the city to have a service agreement with this vendor so that any overhead door repairs can be taken care of quickly without delays.

**RESPECTFULLY SUBMITTED,**



**Amy Leyenbeck, Operations Coordinator**

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND**

**Bruce Home Improvements, Inc.**

This Agreement, entered into on the last date entered on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and **Bruce Home Improvements, Inc.** ("Contractor").

**Article 1. Scope of Services.** Contractor shall provide repairs, adjustments and or replacements to overhead door components at City Parks property and facilities on an as needed basis at an hourly rate of One Hundred and Thirty Dollars (\$130.00) for one person during between the hours of 9am to 5pm, Monday through Friday ("Regular Hours"). When two or more people are needed during regular hours, the hourly rate for each person shall be One Hundred and Ninety Dollars (\$190.00). The after-hours and weekend rate is Two Hundred and Thirty Dollars (\$230.00) per hour for each person. Specific scopes of work and costs will be quoted individually and approved by BPRD in writing before commences. ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz, Operations Superintendent as the Department's Project Manager for Operations Division services, and Daren Eads, Facility Coordinator Twin Lakes Recreation Center for Sports services. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services according to the following schedule: Work performed will be on an as needed basis. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

**Article 11. Indemnification.** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department: City of Bloomington, Attn: Amy Leyenbeck Operations Coordinator, 401 N. Morton, Bloomington, IN 47404. Bruce Home Improvements Inc, ATTN: James Bruce.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

[Signatures are on the following page.]





**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 \_\_\_\_\_, 2024.

**Bruce Home Improvement Inc, James Bruce**

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 \_\_\_\_\_, 2024.

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

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

**A-10** Agenda item

Admin. Approval: TS  
Date: 11/15/24

**TO:** Board of Park Commissioners  
**FROM:** Amy Leyenbeck, Operations Coordinator  
**DATE:** December 4, 2024  
**SUBJECT:** Monument Lettering Services 2025 Service Agreement

### Recommendation

Staff recommends approval of this contract with Monument Lettering Services for engraving names on the Rose Hill Scatter Garden wall on an as needed basis in 2025. Contract Amount not to exceed: \$5,000.00; Funding source: 200-18-189501-53990

### Background

Monument Lettering Services has been doing engraving on the wall at Rose Hill Cemetery since 2023 when the scatter garden opened. They perform quality work at reasonable rates, and it benefits the city to have a service agreement with this vendor so that we can arrange for engravings throughout the year without delays.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
MONUMENT LETTERING SERVICE**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Monument Lettering Service ("Contractor").

**Article 1. Scope of Services.** Contractor shall provide monument lettering services at a rate of Three Hundred Dollars (\$300.00) per two line message for the Rose Hill Cemetery Scatter Garden wall. Department shall submitted orders to Contractor throughout the year as needed ("Services").

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

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services according to the following schedule: Work performed will be on an as needed basis. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

**Article 11. Indemnification.** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability

(only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

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

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

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

**Department: City of Bloomington, Attn: Amy Leyenbeck, 401 N. Morton, Bloomington, IN 47404. Monument Lettering Service ATTN: Mike Gilbert.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

[Signatures are on the following page.]





**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 \_\_\_\_\_, 2024.

Monument Lettering Service

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 \_\_\_\_\_, 2024.

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

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

**A-11** Agenda item

Admin. Approval: TS  
Date: 11/15/24

**TO:** Board of Park Commissioners  
**FROM:** Amy Leyenbeck  
**DATE:** December 4, 2024  
**SUBJECT:** 2025 Service Agreement with Woodland Enterprises LLC (Roto Rooter)

### Recommendation

Staff recommends approval of a service agreement with Woodland Enterprises LLC not to exceed \$5,000.00, funding sources: 9000-365, 200-7202-361; 200-7208-365; 200-7001-361; 200-2001-361; 200-2002-361; 200-2500-361; 201-500-361

### Background

Woodland Enterprises LLC is a quality vendor that helps with emergency plumbing issues, and it benefits the department greatly to have a service agreement so that plumbing and drainage issues can be resolved without delay.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
WOODLAND ENTERPRISES LLC (ROTO ROOTER)**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and WOODLAND ENTERPRISES LLC (ROTO ROOTER) ("Contractor").

**Article 1. Scope of Services.** Contractor shall clear blocked drain lines for City drains on an as needed basis. The cost for small drains (kitchen sinks, lavatories, etc.) is Two Hundred and Forty Six Dollars (\$246.00) per drain. Clearing blocked main lines, which are primary water lines leaving a City-owned building, are Three Hundred and Twenty One Dollars (\$321.00) per line, and providing sewer line jetting is Five Hundred and Fifty Five Dollars (\$555.00) per sewer line. Specific scopes of work and costs will be quoted individually and approved by BPRD in writing before commences. ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Amy Leyenbeck, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services according to the following schedule: Work to be performed on an as needed basis. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

**Article 11. Indemnification.** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising

injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department: City of Bloomington, Attn: Amy Leyenbeck, Operations Coordinator, 401 N. Morton, Bloomington, IN 47404. Woodland Enterprises LLC (Roto Rooter).** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

**[Signatures are on the following page.]**





**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 \_\_\_\_\_, 2024.

**Woodland Enterprises LLC (Roto Rooter)**

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 \_\_\_\_\_, 2024.

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

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



# STAFF REPORT

**A-12** Agenda item

Admin. Approval: Initials  
Date: Approval date

**TO:** Board of Park Commissioners  
**FROM:** Amy Leyenbeck  
**DATE:** December 4, 2024  
**SUBJECT:** 2025 Plymate Service Agreement

### Recommendation

Staff recommends approval of the 2025 service agreement with Plymate for mat cleaning services, not to exceed \$2,700.00, funding sources 200-18-189000-53920, 200-18-189006-53920

### Background

Plymate provides reliable, professional service for mat cleaning and we would like to work with them again in 2025.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Amy Leyenbeck".

**Amy Leyenbeck, Operations Coordinator**

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
PLYMATE INC**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and PLYMATE INC ("Contractor").

**Article 1. Scope of Services.** Contractor shall provide the cleaning of Three (3) floor mats for the operations center (Ops) at a rate of Fifty Three Dollars And Seventy Eight Cents (\$53.78) for all three mats; and Five (5) floor mats for Switchyard Park at a rate of One Hundred And Fourteen Dollars And Thirty Three Cents (\$114.33) for all five (5) mats. These cleanings shall be performed once every four (4) weeks. ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Amy Leyenbeck as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand Seven Hundred Dollars (\$2,700.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator for OPS invoices, and Hsiung Marler, Rec Facilities Gen. Manager for Switchyard invoices, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services according to the following schedule: Mats are cleaned every four (4) weeks. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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**Article 11. Indemnification.** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for

all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

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

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

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

**Department: City of Bloomington, Attn: Amy Leyenbeck, Operations Coordinator, 401 N. Morton, Bloomington, IN 47404. CONTRACTOR, Plymate, Inc.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

**[Signatures are on the following page.]**

Below signatures are for the "SERVICE AGREEMENT/SHORT CONTRACT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PLYMATE INC."

**CITY OF BLOOMINGTON**

**Plymate, Inc**

\_\_\_\_\_  
Margie Rice, Corporation Counsel DATE

\_\_\_\_\_  
Signature DATE

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

\_\_\_\_\_  
Tim Street, Director DATE  
Parks and Recreation Department

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Plymate, Inc**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**A-13** Agenda item

Admin. Approval: TS  
Date: 11/15/24

**TO:** Board of Park Commissioners  
**FROM:** Amy Leyenbeck, Operations Coordinator  
**DATE:** December 4, 2024  
**SUBJECT:** Pursell Monument 2025 Service Agreement

### Recommendation

Staff recommends approval of this contract with Pursell Monument to straighten, reseal, and reset and damaged headstones at Rosehill and White Oak cemeteries on an as needed basis throughout the year upon request by Parks staff. Contract Amount not to exceed: \$5,000.00; Funding source: 200-18-189501-53990

### Background

Pursell Monument performs quality work at reasonable rates, and it benefits the city to have a service agreement with this vendor so that we can arrange for headstone repair work throughout the year without delays.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
PURSELL MONUMENT**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and PURSELL MONUMENT ("Contractor").

**Article 1. Scope of Services.** Contractor shall provide straightening, resealing, and resetting damaged headstones for the Department on an as needed basis. Specific scopes of work and costs will be quoted individually and approved by BPRD in writing before work commences. ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Amy Leyenbeck, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services according to the following schedule: Work will be performed on an as needed basis. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

**Article 11. Indemnification.** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability

(only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department: City of Bloomington, Attn: Amy Leyenbeck, 401 N. Morton, Bloomington, IN 47404. Pursell Monument.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

**[Signatures are on the following page.]**

Below signatures are for the "SERVICE AGREEMENT/SHORT CONTRACT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PURCELL MONUMENT."

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Margie Rice, Corporation Counsel DATE

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Tim Street, Director DATE  
Parks and Recreation Department

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

**Pursell Monument**

\_\_\_\_\_  
Signature DATE

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



**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 \_\_\_\_\_, 2024.

**Pursell Monument, Ronnie Pursell Owner**

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 \_\_\_\_\_, 2024.

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

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

**A-14** Agenda item

Admin. Approval: TS  
Date: 11/18/24

**TO:** Board of Park Commissioners  
**FROM:** Kevin Terrell, Program and Facility Coordinator, Banneker Community Center  
**DATE:** December 10, 2024  
**SUBJECT:** I SHINE CLEANING CONTRACT FOR 2025

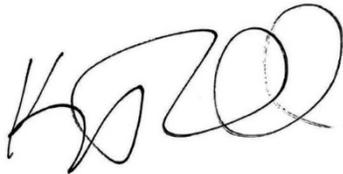
### **Recommendation**

Staff recommends approval of the contract with I Shine Cleaning LLC, with the contract not to exceed \$5000. Funds will come from account 200-18-187500-53990

### **Background**

The Banneker Community Center has worked with IShine in the past few years, and wished to continue our ongoing arrangement we have with them to continue providing cleaning services to our building. Based on our very positive past experiences with them, we feel very comfortable continuing our ongoing relationship. This agreement is for the entirety of 2025.

**RESPECTFULLY SUBMITTED,**



Kevin Terrell, Program and Facility Coordinator, Banneker Community Center

**STANDARD CONTRACT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
I SHINE CLEANING LLC  
FOR  
CLEANING SERVICES FOR BANNEKER COMMUNITY CENTER**

This Agreement, entered into on the last date entered on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and I Shine Cleaning, LLC (“Contractor”).

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Kevin Terrell  
City of Bloomington Parks and Recreation  
930 W 7<sup>th</sup> Street, Bloomington Indiana, 47402

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 14. Insurance**

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

- A. Comprehensive General Liability Insurance
  - i. \$1,000,000 for each occurrence;
  - ii. \$1,000,000 personal injury and advertising injury;
  - iii. \$2,000,000 products and completed operations aggregate; and
  - iv. \$2,000,000 general aggregate.
- B. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- D. Umbrella/Excess Liability with a required limit of \$1,000,000.

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

Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Contractor:**

City of Bloomington Parks and Recreation	I Shine Cleaning LLC
Attn: Kevin Terrell	Attn: Destiny Walden
930 W 7 <sup>th</sup> Street	5549 Tammany Court
Bloomington Indiana 47402	Bloomington Indiana 47401

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

The Parties have effectuated this Agreement by executing it on the day and year last written below.

**CITY OF BLOOMINGTON**

**I Shine**

\_\_\_\_\_  
Margie Rice, Corporation Counsel      DATE

\_\_\_\_\_  
SIGNATURE      DATE

\_\_\_\_\_  
Tim Street, Director      DATE  
Parks and Recreation Department

\_\_\_\_\_  
Printed Name, Title

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

**EXHIBIT A**

**“Scope of Work”**

The Services shall include the following:

CLEANING SERVICES FOR OUR RESTROOMS AND ALL THREE LEVELS OF OUR BUILDING.

**EXHIBIT B**

**“Project Schedule”**

I SHINE TO PROVIDE CLEANING SERVICES AT BANNEKER COMMUNITY CENTER ON A WEEKLY BASIS THROUGHOUT THE TERMS OF THE CONTRACT, BILLED ONCE A MONTH,





**A-15** Agenda item

Admin. Approval: TS  
Date: 12/6/24

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** December 10, 2024  
**SUBJECT:** CONTRACT FOR SERVICES WITH SKIP DALEY

### Recommendation

Staff recommends approval of the contract with Skip Daley for the Bloomington Parks and Recreation's Trivia Series held at Switchyard Park for an amount not to exceed \$2,700. Funds will come from account 201-18-186500-53990.

### Background

Bloomington Parks and Recreation will be contracting with Skip Daley who will coordinate all aspects of 7 trivia events held by the department. Skip helped coordinate a series of trivia events for the department for the last five years and we are very happy with his work and look forward to working with him again this year.

**RESPECTFULLY SUBMITTED,**



**Bill Ream, Community Events Coordinator**

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
SKIP DALEY**

This Agreement, entered into on the last date indicated on the signature lines below by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Skip Daley ("Contractor").

**Article 1. Scope of Services.** Contractor shall coordinate all aspects of seven (7) trivia nights offered by Bloomington Parks and Recreation ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before 12/31/24, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Bill Ream as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed two thousand seven hundred dollars (\$2,700). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington Parks and Recreation, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services according to the following schedule: January 17, March 14, May 2, July 18, September 4, November 7, and December 5

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

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

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

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

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

**Article 11. Indemnification.** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability

(only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department: City of Bloomington Parks and Recreation, Attn: Bill Ream, 401 N. Morton Suite 250, Bloomington, IN 47404. Contractor: Skip Daley, 1501 W Edinburg Rd., Bloomington, IN 47401.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

[Signatures are on the following page.]

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Margie Rice, Corporation Counsel DATE

**CONTRACTOR**

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

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Tim Street, Director DATE  
Parks and Recreation Department

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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 \_\_\_\_\_, 2024.

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

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

**A-16** Agenda item

Admin. Approval: TS  
Date: 11/18/24

**TO:** Board of Park Commissioners  
**FROM:** Daren Eads, Sports Facility Coordinator  
**DATE:** December 10, 2024  
**SUBJECT:** REVIEW AND APPROVAL OF THE 2025 SERVICE AGREEMENT WITH GOOLDY & SONS, INC

### Recommendation

Staff recommends the review/approval of the GOOLDY & SONS, INC service agreement for the Sports Division. Total amount of service agreement not to exceed \$5,000. Funding sources to pay for these services will be 201-18-185006-53610 NR (TLRC - concessions), 201-18-185000-53610 NR (TLRC - facility), 201-18-187006-53610 NR (TLSP); 200-18-187202-53650 GF (Winslow); 200-18-182001-53610 GF (Bryan); 200-18-182002-53610 GF (Mills); 200-18-182500-53610 GF (FSC); 200-18-183500-53610 GF (Golf).

### Background

Gooldy & Sons, INC provides cleaning, inspection, and repair service to commercial food service equipment and appliances. Typically, we use this service on an “as needed” basis.

RESPECTFULLY SUBMITTED,



**Daren Eads**  
Sports Facility Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
GOOLDY & SONS, INC**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Gooldy & Sons, Inc ("Contractor").

**Article 1. Scope of Services.** Contractor will repair, adjust, and/or replace windows, glass and doors at City park properties and facilities (Services) at an hourly rate of Ninety Six Dollars (\$96.00), plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Thirty Five Dollars (\$135.00), plus materials. **Specific scopes of work and costs will be quoted individually and approved by BPRD in writing before commences.** ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Cody Martin for Twin Lakes Sports Park, Winslow Sports Park, and Olcott Park; Jason Sims Cascades Golf Course; and Chris Hamric for Frank Southern Center and Pools; as the Department's Project Managers. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Cody Martin for Twin Lakes Sports Park, Winslow Sports Park, and Olcott Park; Jason Sims Cascades Golf Course; and Hamric for Frank Southern Center and Pools, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services as needed.

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

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

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

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

**Article 11. Indemnification.** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department: City of Bloomington Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: Gooldy & Sons, INC, Attn: Tim Gooldy, 926 West 17<sup>th</sup> Street, Bloomington, IN 47404.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

[Signatures on the following page.]





**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 \_\_\_\_\_, 2024.

**GOOLDY & SONS, INC**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**A-17** Agenda item

Admin. Approval: Initials  
Date: Approval date

**TO: Board of Park Commissioners**  
**FROM: Julie Ramey, Community Relations Manager**  
**DATE: December 10, 2024**  
**SUBJECT: APPROVAL OF ADDENDUM WITH UNIVERSAL SIGN FOR PHASE III TRAIL BRANDING**

### **Recommendation**

Staff recommends approval of an addendum with Universal Sign, Inc. to extend the contractual schedule for completion of Phase III of the branding, fabrication, and installation of trail signs throughout the Parks trail system.

Funding for this project is not to exceed \$22,235  
Source: 200-18-184000-539990

### **Background**

This addendum extends the contract deadline for completing the trail sign fabrication and installation contract approved in October 2023. Staff has updated the map files needed for the final sign design, and is finalizing the development of the emergency location decal artwork included in the contract. Final sign design proofs are awaiting review and approval by Parks staff. Installation is scheduled for January 2025.

This addendum extends the terms of the contract through January 2025. No additional funding is required for this project.

**RESPECTFULLY SUBMITTED,**



**Julie Ramey, Community Relations Manager**

**AMENDMENT TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
UNIVERSAL SIGN, INC.  
FOR  
TRAIL BRANDING PHASE III PROJECT TIMELINE EXTENSION**  
(Entered into on the last date indicated on the signature lines below.)

WHEREAS, in December 2023, the City of Bloomington Department of Parks and Recreation (the “Department”) and Universal Sign, Inc. (“Consultant”) entered into their Agreement to fabricate and install trail signs and trail branding assets in various city parks and trails, which is attached hereto as Attachment A (“Agreement”); and

WHEREAS, although the Agreement expired on June 30, 2024, the Consultant’s work is not yet completed due to Department’s delays in providing map design artwork and emergency locator designations and artwork; and

WHEREAS, the Parties continued to operate under the terms of the Agreement after the listed expiration date; and

WHEREAS, Department and Consultant wish to officially memorialize the continued application of the Agreement’s terms in this Amendment; and

WHEREAS, pursuant to Article 6 of said Agreement, Contractor shall perform the Services according to the schedule set forth in the Agreement, and the time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

1. The Agreement, attached hereto as Attachment A and incorporated by reference, retroactively binds the Parties after the June 30, 2024 deadline outlined in the Agreement’s Exhibit B.
2. Exhibit B to the Agreement is modified to state: Contractor shall complete all work by March 31, 2025.
3. All other terms and conditions outlined in the Agreement not modified by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date last indicated below.

*[Signatures on the following page.]*

**CITY OF BLOOMINGTON**

**UNIVERSAL SIGN, INC.**

\_\_\_\_\_  
Tim Street, Director                      DATE  
Parks and Recreation Department

\_\_\_\_\_  
Signature                                      DATE

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

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Margie Rice, Corporation Counsel      DATE

# Attachment A to Addendum



## CONTRACT COVER MEMORANDUM

**TO:** Beth Cate, Corporation Counsel  
**FROM:** Tim Street, Interim Director  
**DATE:** December 4, 2023  
**RE:** Fabrication & Installation of Trail System Branding Contract

<b>Contract Recipient/Vendor Name:</b>	Universal Sign
<b>Department Head Initials of Approval:</b>	TS
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Division Director: Tim Street
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	7/1/2034
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	23-778
<b>Due Date For Signature:</b>	Friday Before Park Board Meeting: 12/8/23
<b>Expiration Date of Contract:</b>	June 30, 2024
<b>Renewal Date for Contract:</b>	n/a
<b>Total Dollar Amount of Contract:</b>	\$22,235
<b>Funding Source:</b>	200-18-184000-53990
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	7870
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	Yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

**Summary of Contract:**

Fabrication and installation of kiosk-style information signs, map signs, and distance marker signs along Parks and Recreation's trails.

**STANDARD CONTRACT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
UNIVERSAL SIGN INC.  
FOR  
TRAIL BRANDING PHASE III PROJECT**

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before June 30, 2024 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed twenty-two thousand two hundred and thirty-five dollars (\$22,235.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Julie Ramey  
City of Bloomington Parks and Recreation  
401 N Morton St., Suite 250

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

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

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such

policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights

Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Contractor:**

City of Bloomington Parks and Recreation	Universal Sign Sysyems
Attn: Julie Ramey	Attn: Nate Zevenbergen
401 N Morton St., Suite 250	5001 Falcon View Ave SE
Bloomington, IN 47402	Kentwood, MI 49512

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

The Parties have effectuated this Agreement by executing it on the day and year first written above.

**CITY OF BLOOMINGTON**

Beth Cate  
Beth Cate, Corporation Counsel

Tim Street  
Tim Street, Director  
Parks and Recreation Department

Kathleen Mills, President, Ellen Rodkey, Vice President  
Board of Park Commissioners

**UNIVERSAL SIGN**

Nash Project Manager  
Name, Title

**EXHIBIT A****“Scope of Work”**

The Services shall include Scope of Work as issued in the Request for Quotes for this project, including the following as quoted by Universal Sign:

<b>TRAIL</b>	<b>DESCRIPTION</b>	<b>COST</b>
<b>B-Line</b>	Replacement of (3) single sided Kiosk Style Sign & (1) double-sided Kiosk Style sign	\$ 5,910.00
<b>Cascades Park Trail</b>	(2) Primary Trail ID Signs & (2) Rules & Small Map Panel signs & (5) Distance Marker & Emergency ID signs	\$ 3,950.00
<b>Jackson Creek Trail</b>	(1) Primary Trail ID Sign & (5) Distance Marker & Emergency ID signs	\$ 2,075.00
<b>Clear Creek Trail</b>	(8) Distance Marker & Emergency ID signs	\$ 2,600.00
<b>Bloomington Rail Trail</b>	(7) Distance Marker & Emergency ID signs	\$ 2,275.00
<b>Creek's Edge Trail</b>	(2) Distance Marker & Emergency ID signs	\$ 650.00
<b>Southeast Trail</b>	(1) Distance Marker & Emergency ID sign	\$ 325.00
	(13) Decals – owner will install	\$ 325.00
	Installation of all signs	\$ 4,125.00
	<b>TOTAL:</b>	\$ 22,235.00

**EXHIBIT B**

**“Project Schedule”**

All work shall be completed by June 30, 2024.

EXHIBIT D

STATE OF Michigan )  
 ) SS:  
COUNTY OF Kent )

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 4<sup>th</sup> day of December, 2023.

By: [Signature]  
Signature  
Noté Zevenberg  
Printed Name

STATE OF Michigan )  
 ) SS:  
COUNTY OF Kent )

Before me, a Notary Public in and for said County and State, personally appeared Noté Zevenberg acknowledged the execution of the foregoing this 4<sup>th</sup> day of December, 2023.

[Signature]  
Notary Public's Signature

My Commission Expires: October 14, 2024

[Signature]  
Printed Name of Notary Public

County of Residence: Kent

CHRISTY L. HYINK  
NOTARY PUBLIC-STATE OF MICHIGAN  
COUNTY OF KENT  
My Commission Expires October 14, 2024  
Acting in the County of \_\_\_\_\_



**A-18** Agenda item

Admin. Approval: TS  
Date: 11/22/24

**TO: Board of Park Commissioners**  
**FROM: Joanna Sparks, Urban Greenspace Manager**  
**DATE: December 10, 2024**  
**SUBJECT: SERVICE AGREEMENT WITH REPUBLIC SERVICES TO PROVIDE GREEN WASTE DISPOSAL SERVICES IN 2025**

### Recommendation

Staff recommends approval of this contract with Republic Services to provide green waste disposal services in 2025. Funding source: 200-18-189500-53950. Amount not to exceed: \$4800.00

### Background

Republic Services will provide green waste disposal services for the Operations Division at Switchyard Park and the Parks Operations Center. Republic Services has provided green waste disposal services for the Operations Division since 2022 on an as needed basis. This green waste is mostly comprised of organic debris collected by the Urban Greenspace Landscaping area and is sent for composting to divert it from the landfill.

**RESPECTFULLY SUBMITTED,**



Joanna Sparks, Urban Greenspace Manager

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
REPUBLIC SERVICES, INC**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Republic Services, INC ("Contractor").

**Article 1. Scope of Services.** Contractor shall provide green waste disposal services for the Parks Urban Greenspace area. Contractor shall provide two (2) 30 yard dumpsters located at the Parks Operations Center, 545 South Adams Street, and the Switchyard Park Maintenance Building, 1601 South Rogers Street, will be emptied on an as needed basis. ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Eight Hundred Dollars and Zero Cents (\$4800.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joanna Sparks, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services according to the following schedule: On an as needed basis. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

**Article 11. Indemnification.** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for

all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department: City of Bloomington, Attn: Joanna Sparks, 401 N. Morton, Bloomington, IN 47404. Republic Services, INC, ATTN: Donna Carson. PO Box 9001099, Louisville, KY 40290-1099.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

*[Signatures are on the following page.]*

Below signatures are for the "SERVICE AGREEMENT/SHORT CONTRACT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND REPUBLIC SERVICES, INC."

**CITY OF BLOOMINGTON**

**REPUBLIC SERVICES, INC**

\_\_\_\_\_  
Margie Rice, Corporation Counsel DATE

\_\_\_\_\_  
Signature DATE

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

\_\_\_\_\_  
Tim Street, Director DATE  
Parks and Recreation Department

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**REPUBLIC SERVICES, INC**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

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

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

**A-19** Agenda item

Admin. Approval: TS  
Date: 12/2/24

**TO:** Board of Park Commissioners  
**FROM:** Daren Eads, Sports Facility Coordinator  
**DATE:** December 10, 2024  
**SUBJECT:** REVIEW AND APPROVAL OF THE 2025 SERVICE AGREEMENT STANLEY STEEMER OF EVANSVILLE, INC

### Recommendation

Staff recommends the review/approval of the STANLEY STEEMER OF EVANSVILLE, INC service agreement for the Sports Division. Total amount of service agreement not to exceed: \$4,900. Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC), 200-18-187001-53610 GF (TLSP); 200-18-187202-53650 GF (Winslow); 200-18-182001-53610 GF (Bryan); 200-18-182002-53610 GF (Mills); 200-18-182500-53610 GF (FSC); 200-18-183500-53610 GF (Golf).

### Background

Stanley Steemer provides deep steam cleaning of carpeting and tile floors, as well as emergency restoration services. Typically, we use this service on an “as needed” basis.

RESPECTFULLY SUBMITTED,



**Daren Eads**  
Sports Facility Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
STANLEY STEEMER OF EVANSVILLE, INC**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Stanley Steemer of Evansville, INC ("Contractor").

**Article 1. Scope of Services** Contractor shall provide commercial cleaning services ("Services"). Specific scopes of works will be quoted individually, approved by the Department, and communicated to the Contractor in writing before works commences. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability

(only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department: City of Bloomington Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: Stanley Steemer of Evansville INC, 2311 N Green Road, Evansville, IN 47715.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

[Signatures on following page.]





**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 \_\_\_\_\_, 2024.

**STANLEY STEEMER OF EVANSVILLE INC**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**A-20** Agenda item

Admin. Approval: TS  
Date: 12/2/24

**TO:** Board of Park Commissioners  
**FROM:** Daren Eads, Sports Facility Coordinator  
**DATE:** December 10, 2024  
**SUBJECT:** REVIEW AND APPROVAL OF THE 2025 SERVICE AGREEMENT WITH THE MOTZ GROUP, LLC

### Recommendation

Staff recommends the review/approval of the THE MOTZ GROUP, LLC service agreement for the Sports Division. There are no changes to the service agreement for 2025, with fees and charges remaining the same as they are in 2024. The Motz Group provides athletic turf field and rubberized track surface maintenances and repair services. Total amount of service agreement not to exceed: \$4,900. Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC).

### Background

The Motz Group, LLC provides athletic field and track maintenances services including synthetic turf and running track cleaning, and repair. The Motz Group, LLC service technicians are located in Indianapolis, IN and Cincinnati, OH to respond quickly and efficiently to our needs.

**RESPECTFULLY SUBMITTED,**



**Daren Eads**  
Sports Facility Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
THE MOTZ GROUP, LLC**

This Agreement, entered into on the date last indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and The Motz Group, LLC ("Contractor").

**Article 1. Scope of Services.** Contractor shall provide repair, service, test, and/or disinfect, the indoor turf and rubberized track surfaces at City park properties and facilities ("Services"). Contractor shall provide the Services for a set price of One Thousand Eight Hundred and Fifty Dollars (\$1,850.00) for turf maintenance, Seven Hundred and Fifty (\$750.00) for Disinfectant application, Seven Hundred and Fifty Dollars (\$750.00) for GMAX testing and Twenty-Five Dollars (\$25.00) per lineal foot for repairs while on site. ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

**Article 11. Indemnification.** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising

injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department: City of Bloomington Parks and Recreation Department, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: The Motz Group, LLC, 3607 Church St. Cincinnati, OH 45244.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

[Signatures on following page.]

CITY OF BLOOMINGTON

Signature  
*Margie Rice* 12/3/2024  
DATE  
70B1E031E43E4C6...  
Margie Rice, Corporation Counsel

THE MOTZ GROUP, LLC

\_\_\_\_\_  
Signature DATE

CITY OF BLOOMINGTON PARKS AND RECREATION

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

\_\_\_\_\_  
Tim Street, Director DATE  
Parks and Recreation Department

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**THE MOTZ GROUP, 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 \_\_\_\_\_, 2024.

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

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

**A-21** Agenda item

Admin. Approval: TS  
Date: 12/2/24

**TO: Board of Park Commissioners**  
**FROM: Daren Eads, Sports Facility Coordinator**  
**DATE: December 10, 2024**  
**SUBJECT: REVIEW AND APPROVAL OF THE 2025 SERVICE AGREEMENT WITH HB WAREHOUSE, LLC (RESOURCE SERVICES)**

**Recommendation**

Staff recommends approval of the HB Warehouse, LLC service agreement for the Sports Division. There are no changes to this service agreement. Total amount of service agreement not to exceed: \$4,900. Funding sources to pay for these services will be 201-18-185000-53650 NR (TLRC).

**Background**

HB Warehouse, LLC provides repair and maintenance services on custodial equipment and machinery. Typically, we use this service on an “as needed” basis.

**RESPECTFULLY SUBMITTED,**



**Daren Eads**  
**Sports Facility Coordinator**

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
HB WAREHOUSE, LLC (RESOURCE SERVICES)**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and HB Warehouse, LLC (Resource Services) ("Contractor").

**Article 1. Scope of Services.** Contractor shall provide industrial equipment repairs services to the Department on an as needed basis. ("Services"). Specific scopes of works will be quoted individually, approved by the Department, and communicated to the Contractor in writing before works commences. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, City of Bloomington Parks and Recreation Department, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services as needed during normal hours of operation. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

**Article 11. Indemnification.** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for

all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

**Article 22. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below: **City of Bloomington Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: HB Warehouse, LLC 1101 12<sup>th</sup> Street, Suite C, Bedford, IN, 47421.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

[Signatures on following page.]

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Margie Rice, Corporation Counsel                      DATE

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Tim Street, Director                                      DATE  
Parks and Recreation Department

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

**HB WAREHOUSE, LLC**

\_\_\_\_\_  
Signature    DATE

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



**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 \_\_\_\_\_, 2024.

**HB WAREHOUSE, 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 \_\_\_\_\_, 2024.

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

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

**A-22** Agenda item

Admin. Approval: TS  
Date: 12/2/24

**TO:** Board of Park Commissioners  
**FROM:** Daren Eads, Sports Facility Coordinator  
**DATE:** December 10, 2024  
**SUBJECT:** REVIEW AND APPROVAL OF THE 2025 SERVICE AGREEMENT WITH S. C. PRYOR (dba PRYOR SAFE & LOCK)

### Recommendation

Staff recommends the review/approval of the S. C. PRYOR service agreement for the Sports Division. There are no changes to the service agreement. Total amount of service agreement not to exceed: \$4,900. Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC), 200-18-187001-53610 GF (TLSP), 200-18-182001-53650 GF (Bryan) and 200-18-182002-53610 GF (Mills).

### Background

S. C. Pryor provides locksmith and safe repair services. Typically, we use this service on an “as needed” basis.

**RESPECTFULLY SUBMITTED,**



**Daren Eads**  
Sports Facility Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
S.C. PRYOR, INC**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and S. C. Pryor, Inc ("Contractor").

**Article 1. Scope of Services** Contractor shall provide locksmith and safe repair services at City park properties and facilities ("Services"). All service calls will be charged at an hourly rate of One Hundred Nine Dollars (\$109.00) for labor and travel, prorated in quarter hour increments after the first hour, plus One Dollar (\$1.00) per round trip mile. Contractor shall provide the Services between the hours of 8:00am to 5:00pm. The Department will give the Contractor at least Two (2) working days' notice of normal repair. Repairs requiring more immediate action, may be billed at an emergency hourly rate of One Hundred Sixty Three Dollars and Fifty Cents (\$163.50). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Cody Martin for Twin Lakes Sports Park, Winslow Sports Park, and Olcott Park; Jason Sims Cascades Golf Course; and Chris Hamric for Frank Southern Center and Pools; as the Department's Project Managers. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be addressed to: Daren Eads for TLRC; Cody Martin for Twin Lakes Sports Park, Winslow Sports Park, and Olcott Park; Jason Sims Cascades Golf Course; and Hamric for Frank Southern Center and Pools. For all individuals/locations, the invoices shall be sent to: City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services as needed.

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

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

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

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

**Article 11. Indemnification.** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department: City of Bloomington Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: S. C. Pryor, Inc; 5424 Brookeville Road, Indianapolis, IN 46219.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

[Signatures on following page.]







**A-23** Agenda item

Admin. Approval: TS  
Date 12/6/24

**TO: Board of Park Commissioners**  
**FROM: Tim Street, Director**  
**DATE: December 6, 2024**  
**SUBJECT: APPROVAL OF ADDENDUM WITH CENTERSTONE OF INDIANA, INC.**

**Recommendation**

Staff recommends approval of an addendum with Centerstone to extend services through February 2025.

**Background**

The City and Centerstone are currently working on negotiating a new city-wide contract to cover services rendered to both the Public Works and Parks and Recreation Departments. However, we do not anticipate having this new agreement ready to be approved by the Board of Park Commissioners in time to cover services early next year. This addendum will allow services to continue under the same agreement but with an update to the living wage (in accordance with the City's 2025 policy) to \$16.22. This agreement will be supplanted when a new agreement is approved.

**RESPECTFULLY SUBMITTED,**



Tim Street, Director

**C-1** Agenda item

Admin. Approval: Initials  
Date: Approval date

**TO:** Board of Park Commissioners  
**FROM:** Rebecca Swift, Operations & Development Division Director  
**DATE:** December 10, 2024  
**SUBJECT:** REVIEW/APPROVAL CONTRACT WITH REEDS & SONS FOR BUILDING TRADES PARK – PHASE I IMPROVEMENTS

### Recommendation

Staff recommends approval of this contract with Reed & Sons for Building Trades Park – Phase I Improvements.

**Funding source:** APRA- 176-18-G21005-54510

**Amount:** \$309,649

### Background

This project involves enhancements to improve accessibility and functionality at Building Trades Park. The scope includes site preparation, installation of a 10-foot-wide accessible concrete multi-use, upgrades to parking areas with curb cuts for improved accessibility, grading and erosion control measures, construction of limestone walls, and pavement demolition. Accepted alternate includes the installation of a concrete walkway, concrete pad, and construction of a new picnic shelter. Reed & Sons submitted the lowest base bid and cost for alternate 1.

**RESPECTFULLY SUBMITTED,**



Rebecca Swift, Operations & Development Division Director

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PARKS AND RECREATION DEPARTMENT

AND

REED & SONS CONSTRUCTION, INC.

FOR

**BUILDING TRADES PARK – PHASE I IMPROVEMENTS**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter Board), and Reed & Sons Construction, Inc. (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

**2.01** CONTRACTOR shall complete all work required under this Agreement **by September 30, 2025**, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

**2.02** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

**ARTICLE 3. COMPENSATION**

**3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed three hundred nine thousand six hundred forty nine (\$309,649). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

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

**3.04** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

**3.05** For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

**3.06** **Engineer** The Parks and Recreation Department Operations Director shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

#### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

**4.01** **Retainage Amount.** The retainage amount withheld shall be held by Board of **Park Commissioners** ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

**4.02** **Payment of Retainage Amount.** The escrow agent or the Board shall hold the retainage until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. **If the Board held the retainage, no interest will have been earned or will be payable.** However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract in accordance with the provisions of paragraph 4.03.

**4.03** **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. Yellow Cardinal Advisory Group, Columbus, Indiana, shall serve as the escrow agent.

**4.04** **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent.

The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

**4.05 Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

### **5.02 Abandonment, Default and Termination**

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

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

**5.02.03 Default:** If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

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

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

**5.02.06** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

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

### **5.03 Successors and Assigns**

**5.03.01** Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

**5.03.02** No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

### **5.04 Extent of Agreement: Integration**

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

1. This Agreement and its Attachments.

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

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

**5.05 Insurance**

**5.05.01**

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

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

F. Cyber Attack and Cyber Extortion	
Computer Attack Limit (Annual Aggregate)	\$1,000,000
Sublimit (Per Occurrence) for extortion	\$100,000
Computer Attack and Extortion Deductible (per occurrence)	\$10,000
G. Network Security Liability	\$1,000,000
Limit (Annual Aggregate)	\$10,000
Deductible (Per Occurrence)	
H. Electronic Media Liability	\$1,000,000
Limit (Annual Aggregate)	\$10,000
Deductible (per occurrence)	
I. Fraudulent Impersonator Coverage	\$250,000
Limit (Annual Aggregate)	\$5,000
Deductible (Per Occurrence)	

**5.05.02** CONTRACTOR’S comprehensive general liability insurance shall also provide coverage for the following:

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

**5.05.03** With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

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

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

**5.07** **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08** **Non-Discrimination**

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

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

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

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

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

**5.08.03** FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

**5.09 Workmanship and Quality of Materials**

**5.09.01** CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

**5.09.02** SUBSTITUTION: Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

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

**5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

**5.11 Amendments/Changes**

**5.11.01** Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

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

**5.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

**5.12 Performance Bond and Payment Bond**

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

**5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR’S Performance Bond.

**5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

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

**5.13.01** The surety of the Payment Bond may not be released until one (1) year after the Board’s final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Reed & Sons Construction, Inc.
Attn: Rebecca Swift, Operations Director	Attn: Kenneth E. Reed
401 N. Morton St., Suite 250	299 West Moorman Road
Bloomington, Indiana 47404	Bloomington, IN 47403

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

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

**5.17 Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

**5.17.05** CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Drug Testing Plan**

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

**5.20 Living Wage Ordinance**

Contractors that are considered “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” are required to pay their covered employees at least a living wage. Currently, the living wage is \$16.22 per hour for covered employees, and up to 15% of that amount, or \$2.43, may be in the form the covered employer’s contribution to health insurance available to the covered employee.

Contractor is determined to be a covered employer under the LWO, and Contractor shall execute the Living Wage Ordinance Affidavit, attached as Attachment F; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

City of Bloomington

Board of Park Commissioners

BY:

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

BY:

\_\_\_\_\_  
Contractor Representative DATE

\_\_\_\_\_  
Tim Street, Director, Parks and Recreation Dept. DATE

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

Signed by:  
  
\_\_\_\_\_  
70B4F034F43E4C6...  
Margie Rice, Corporation Counsel DATE

**ATTACHMENT "A"**  
**SCOPE OF WORK**

**BUILDING TRADES PARK – PHASE 1 IMPROVEMENTS**

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

The scope includes site preparation, installation of a 10-foot-wide accessible concrete multi-use, upgrades to parking areas with curb cuts for improved accessibility, grading and erosion control measures, construction of limestone walls, and pavement demolition as per the specifications and plans included in the Invitation to Bid packet that was issued in November 2024. Accepted alternate includes the installation of a concrete walkway, concrete pad, and construction of a new picnic shelter.

The attached bid submission outlines the scope of work:

**ATTACHMENT 'B'**

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;  
COST RECOVERY**

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 undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. 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.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below\*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				<b>Total</b>	<b>\$_____</b>

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_\_\_.

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

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

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

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

\*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON.**

**ATTACHMENT 'C'**

**"E-Verify AFFIDAVIT"**

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

**E-Verify AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
a. (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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public's Signature

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

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

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



Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

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

**ATTACHMENT 'E'**

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 \_\_\_\_\_, 2024.

**Contractor**

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

Signature

\_\_\_\_\_

Printed Name

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

Notary Public's Signature

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

Printed Name of Notary Public



## ATTACHMENT 'G'

To the Agreement dated \_\_\_\_\_, 2024 between the City of Bloomington and Reed & Sons for Building Trades  
Park Phase I Improvements

### Providing Additional Terms and Conditions Applicable to Agreements Involving the Use of America Rescue Plan Act ("ARPA") Funds

The following additional terms and conditions, which apply when an agreement will be funded by the City in whole or part with federal funds, are incorporated in full into the above Agreement and govern in the event of any conflict with terms and conditions contained in that Agreement.

1. **Period of Performance/final invoices due by no later than November 1, 2026.** Contractor's period of performance shall end and all contractor invoices must be received no later than November 1, 2026, to permit final payments to be made before December 31, 2026.
2. **Registration in Federal System for Award Management (SAM).** Contractor must be registered in the SAM, provide its unique entity identifier and proof of registration to City, and throughout the term of the Agreement maintain an active SAM registration with current information.
3. **Compliance with Laws.** Contractor shall comply with all applicable federal statutes, regulations, and executive orders in the performance of its activities under this Agreement, and shall require the same of any subcontractors or third parties involved in Contractor's performance of this Agreement. Such statutes, regulations and executive orders are herein incorporated by reference and made of part of this Agreement, and may include but are not limited to:
  - a. The Davis-Bacon Act, 40 USC 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5;
  - b. The Copeland Anti-Kickback Act, 40 USC 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3
  - c. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170
  - d. Recipient Integrity and Performance Matters, 2 CFR Part 200, Appendix XII, and all other applicable ethics law and regulations
  - e. New Restrictions on Lobbying, 31 CFR Part 21
  - f. Uniform Relocation Assistance and Real Property Acquisition Act of 1970, 42 USC 4601-4655 and implementing regulations
  - g. The Clean Air Act, 42 USC 7401-7671q, the Federal Water Pollution Control Act as amended, 33 USC 1251-1387, and other generally applicable federal environmental laws and regulations
  - h. The New Restrictions on Lobbying, 31 CFR Part 21. Contractor shall complete the Certification Regarding Lobbying attached to this Addendum as Exhibit 1 and provide it to the City within thirty (30) calendar days of executing this Agreement
  - i. Contract Works Hours and Safety Standards Act, 40 USC 3701-3708, as supplemented by Department of Labor regulations at 29 CFR Part 5
  - j. Statutes and regulations prohibiting discrimination applicable to Contractor's performance under this Agreement, including:
    - i. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, and which also include protections to

persons with "Limited English Proficiency" (LEP Persons) in any program or activity receiving federal financial assistance, 42 USC 2000d et seq., as implemented by the Department of Treasury's Title VI regulations at 31 CFR Part 22;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

4. **Debarment & Suspension.** Contractor agrees and certifies that it shall adhere to Federal Executive Order 12549, Debarment and Suspension, and further certifies that neither it nor its principals have been suspended or debarred from participation in Federal grants or other Federal funding programs. The Contractor shall not enter into any contract or subcontract with third parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities. This Agreement is subject to 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19.

5. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said

labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.'
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**6. Notice of Federal Award in Publications.** Contractor shall display on any publications produced with funds provided under this Agreement, "This project [is being] [was] supported, in whole or in part, by federal award number 1505-0271 awarded to the City of Bloomington by the U.S. Department of the Treasury."

**7. Whistleblower Protections.** In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court of grand jury; and/or
- vii. A management official or other employee of the City, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 8. **Drug-Free Workplace.** Contractor certifies that it shall comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and Treasury’s implementing regulations published at 31 CFR Part 20, which require that non-Federal entities take actions to provide a drug-free workplace.
- 9. **Increasing Seat Belt Use in the United States.** Pursuant to Federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should adopt and enforce, and encourage its subcontractors to adopt and enforce, on-the-job seat belt policies and programs for their employees when they are operating company-owned, rented, or personally owned vehicles.
- 10. **Reducing Text Messaging While Driving.** Pursuant to Federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce, and encourage its subcontractors to adopt and enforce, policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

**CITY OF BLOOMINGTON**

**REED & SONS**

BY:

BY:

Signed by:  
  
 \_\_\_\_\_  
70B1F031F43E4C0...

\_\_\_\_\_  
 Signature

Margie Rice, Corporation Counsel

\_\_\_\_\_  
 Tim Street, Director

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

**C-2** Agenda item

Admin. Approval: TS  
Date: 12/10/2024

**TO:** Board of Park Commissioners  
**FROM:** Satoshi Kido, Sports Division Director  
**DATE:** December 10, 2024  
**SUBJECT:** TLRC Accessible door project

**Recommendation**

Staff recommends approval of a contract with Building Associates to install new accessible doors at Twin Lakes Recreation Center.

Amount: \$71,994

Source: 2024 ARPA accessibility project funds – 176-18-G21005-54510

**Background**

To better serve the Bloomington community, this contract will install new accessible doors and openers at Twin Lakes Recreation Center, complaint with ADA standards. A contract with Building Associates was originally approved by the Board of Park Commissioners in October 2024 for Building Associates to install accessible doors at the Frank Southern Center, Allison-Jukebox Building, and Banneker Center. The TLRC portion of the contract was left off at the time due to budget concerns. However, enough budget remains to complete this project from ARPA funds. Work will be completed in early 2025.

**RESPECTFULLY SUBMITTED,**



**Satoshi Kido, Sports Division Director**

**C-3** Agenda item

Admin. Approval: TS  
Date: 11/21/24

**TO:** Board of Park Commissioners  
**FROM:** Joanna Sparks, Urban Greenspace Manager  
**DATE:** December 10, 2024  
**SUBJECT:** CONTRACT WITH BRCJ FOR SYP & B-LINE TRAIL CIVIL ENGINEERING SERVICES

### **Recommendation**

Staff recommends approval of this contract with Bledsoe Riggert Cooper James (BRCJ) for topographical survey work and green stormwater infrastructure civil engineering services at Switchyard Park along the B-Line Trail south of the Grimes Bridge. Funding source: 200-18-189500-53990. Amount not to exceed \$15,400.00

### **Background**

The northwest corner of Switchyard Park along the B-Line Trail, south of the Grimes Bridge, provides stormwater drainage for the surrounding neighborhood. This drainage is currently comprised of an underground stormwater drain from Grimes Street that empties into a deeply eroded ditch on the west side of B-Line Trail that eventually drains into Clear Creek. Parks would like to install green stormwater infrastructure (GSI) in the form of a vegetated swale in the ditch to improve water quality. Due to the surrounding infrastructure, civil engineering services are required to implement this project.

Recently, BRCJ performed topographical survey work for the Parks Department at Park Ridge East Park for a green stormwater infrastructure (GSI) improvement project and efficiently provided accurate information. Parks would like to utilize their services at Switchyard Park for similar services.

**RESPECTFULLY SUBMITTED,**



Joanna Sparks, Urban Greenspace Manager

**STANDARD CONTRACT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
BLEDSOE RIGGERT COOPER JAMES  
FOR  
CIVIL ENGINEERING SERVICES AT SWITCHYARD PARK AND THE B-LINE TRAIL**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Bledsoe Riggert Cooper James (BRCJ) (“Contractor”).

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before June 30, 2025 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifteen Thousand Four Hundred Dollars and Zero Cents (\$15,400.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Joanna Sparks  
City of Bloomington Parks and Recreation  
401 N. Morton, Suite# 250

Bloomington, IN 47402

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of

this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 14. Insurance**

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

- A. Comprehensive General Liability Insurance
  - i. \$1,000,000 for each occurrence;
  - ii. \$1,000,000 personal injury and advertising injury;
  - iii. \$2,000,000 products and completed operations aggregate; and
  - iv. \$2,000,000 general aggregate.
- B. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- D. Umbrella/Excess Liability with a required limit of \$1,000,000.

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

Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Contractor:**

City of Bloomington Parks and Recreation	Bledsoe Riggert Cooper James
Attn: Joanna Sparks	Attn: Andy Knust
401 N. Morton, Suite #250	1351 West Tapp Road
Bloomington, IN 47402	BLOOMINGTON , IN 47403

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

The Parties have effectuated this Agreement by executing it on the day and year last written below.

**CITY OF BLOOMINGTON**

**BLEDSON RIGGERT COOPER JAMES**

\_\_\_\_\_  
Margie Rice, Corporation Counsel                      DATE

\_\_\_\_\_  
NAME OF SIGNATORY, TITLE                      DATE

\_\_\_\_\_  
Tim Street, Director                                      DATE  
Parks and Recreation Department

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

## EXHIBIT A

### “Scope of Work”

The Services shall include the following:

#### A. TOPOGRAPHIC SURVEY

We propose to provide a topographic survey of the area outlined in yellow, approximately 0.75 acre, on the attached survey exhibit. The survey limits will be the center of the B-Line trail on the east, the east face of the warehouse building or the fence on the west, the south edge of asphalt of Grimes Lane on the north, and the extended south edge of asphalt of Hillside Drive on the south.

Our survey will include the following services:

1. Locate site improvements (headwalls, steps, walls, light poles, walks, bike racks, building corners, etc.).
2. Regarding the bridge over Grimes Lane, our survey will show the outline of the west bridge support pillars, the existing grade under the bridge deck, and grades of the top of the bridge deck.
3. Locate visible surface utilities (risers, meters, valves, etc.) per observed above ground evidence and utilities marked by Indiana 811. Please note: Member utilities do not locate private lines or facilities. Member utilities do not locate service lines nor all utilities when a survey is the purpose of the ticket.
4. Provide approximate storm and sanitary invert elevations, pipe sizes, and materials based on limited information available from the surface. Structure grates and covers shown should not be assumed to be the center of the below ground structure. All utilities including locations and sizes need to be verified prior to construction efforts.
5. Overhead utilities will be identified as overhead without special investigation as to the type or nature.
6. Provide private utility locates for utilities that may not be marked by Indiana 811. These services will be provided by a subcontractor for an additional fee, noted below.
7. Provide contours of existing site conditions at 1-foot intervals.
8. Horizontal control will be based on NAD 83, Indiana State Plane Coordinates, U.S. Survey Feet. Vertical datum will NAVD88, U.S. Survey Feet.
9. All distances will be provided as grid distances.
10. Provide a final 2018 AutoCAD drawing file (.dwg) or an AutoCAD Civil 3D 2018 drawing file (.dwg) and a PDF (.pdf) of the topographic survey.

#### B. CIVIL ENGINEERING – DESIGN PHASE

Our services for the design phase consist preparing a construction plan set for use by City of Bloomington Parks and Recreation staff. We will address the site improvements, grading, and storm drainage, and erosion control.

Generate a site development plan set, including:

1. Site Preparation and Erosion Control Plan
2. Selective Site Demolition Plan
3. Site Improvement and Layout Plan
4. Site Grading and Drainage Plan
5. Site Details

## Permitting

BRCJ will prepare limited storm drainage capacity and conveyance calculations for the proposed pipe and open channel to present to CBU for their approval.

## C. BIDDING PHASE

It is understood that construction work will be performed by Parks and Recreation staff, and no bidding phase services will be needed.

## D. CONSTRUCTION PHASE SERVICES

BRCJ will be available during construction to answer questions and issue clarifications as needed.

## E. ADDITIONAL SERVICES

The following engineering services are not included in the above scope of services. Selected services may be negotiated or performed on an hourly basis at the request of the City of Bloomington.

1. Revisions to Construction Documents after they are substantially completed due to the following:
  - a. Owner or Architect requested revisions or changes in scope or layout including value engineering and project rebidding.
  - b. Construction Change Orders caused by unforeseen existing conditions.
  - c. Changes requested by the Contractors to reduce construction costs or expedite construction.
  - d. Additional investigation and design caused by unforeseen existing conditions.
2. Environmental Investigations of the site (by others, if necessary).
3. Site utility design for water, sewer, electric, geothermal, telecom, fiber optic, or site lighting.
4. Storm detention design.
5. Landscape design or planting plan (by others).
6. Construction cost estimates (except erosion control bond estimate if required by the City).

## F. ADDITIONAL PROVISIONS AND ASSUMPTIONS

1. We will submit our drawings in .pdf format for Owner and design team review.
2. The services required under this agreement shall be in accordance with the generally accepted standards of ordinary and reasonable skill and care usually exercised by Engineers for this type of project.
3. Our limit of liability for any and all claims shall be deemed limited to an amount not greater than the fee.
4. Documents prepared by the Engineer are instruments of service for use solely with respect to this project. The Engineer shall retain all common law, statutory and other reserved rights including the copyright. The Owner shall not reuse or permit the use of the Engineer's documents except by mutual agreement in writing.

## G. PROFESSIONAL FEES

Our professional fees are based on the time and expertise anticipated to complete the proposed services as described above. Bledsoe Riggert Cooper James proposes to provide the following services and associated fees:

1. Topographic Survey, Hourly – Not to Exceed \$ 5,000.00
2. Private Utility Locates, Reimbursable – Not to Exceed \$ 1,500.00
3. Civil Engineering Design, Hourly – Not to Exceed \$ 8,900.00
4. Reimbursable expenses and additional services if necessary.

Attached, for your information, please find a copy of our fee schedule. Billings will be made monthly, 30 days net, in proportion to the complete percentage of our work.

FEE SCHEDULE (Effective November 1, 2024)

HOURLY RATES:

Registered Land Surveyor \$ 160.00

Registered Engineer \$ 160.00

GIS Software Engineer \$ 140.00

Surveyor / Project Engineer / Designer \$ 110.00

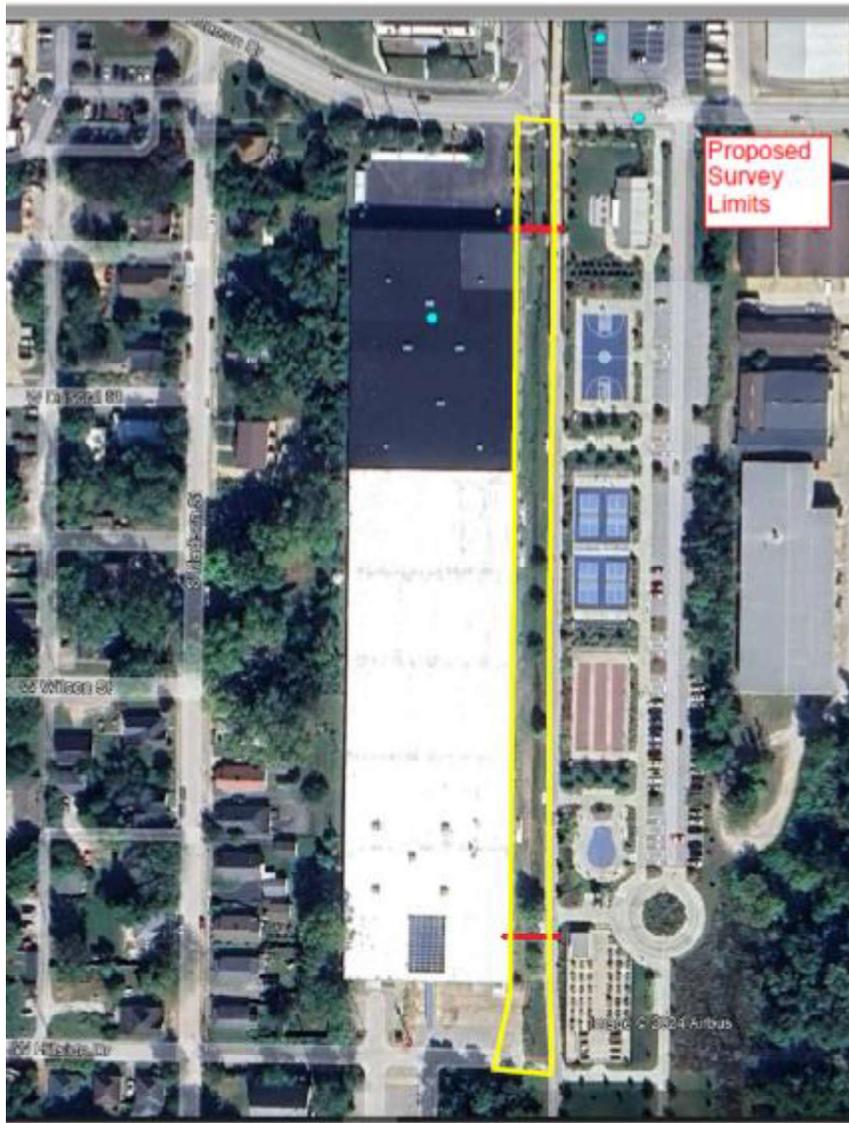
Two-Man Survey Crew (Including GPS and Robotics  
Crew) Boundary / Topographic / Construction \$ 160.00

Surveying Technician / Engineering Technician \$ 100.00

GIS Analyst / Drafter \$ 90.00

Clerical \$ 70.00

SURVEY EXHIBIT



**EXHIBIT B**

**“Project Schedule”**

Services to be completed by June 30, 2025.



**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 \_\_\_\_\_, 202\_.

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

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

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

**C-4** Agenda item

Admin. Approval: TS  
Date: 11/20/24

**TO:** Board of Park Commissioners  
**FROM:** Rebecca Swift, Operations & Development Division Director  
**DATE:** December 10, 2024  
**SUBJECT:** CONTRACT WITH BF&S FOR BLOOMINGTON RAIL TRAIL CROSSING DESIGN PROPOSAL

### **Recommendation**

Staff recommends approval of this contract with Butler Fairman & Seifert Civil Engineers for topographical surveys, design and plan development, and utility coordination for the Bloomington Rail Trail crossing at Rogers Street. Funding source: 2024 ARPA, 176-18-G21005-54510

### **Background**

BF&S are expert trail designers in the state and have designed several sections of trail in Bloomington. They are very familiar with this project area from previous project scopes and can perform topographical surveys, develop design plans, and provide utility coordination for this project. The design goal is to realign, widen, and pave a short segment of trail to provide a safer ADA-compliant pedestrian crossing. BF&S is working on a County project nearby and will ensure that the two projects complement each other to minimize re-work.

**RESPECTFULLY SUBMITTED,**



Rebecca Swift, Operations and Development Division Director



**STANDARD CONTRACT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
BUTLER FAIRMAN & SEUFERT CIVIL ENGINEERS  
FOR  
BLOOMINGTON RAIL TRAIL CROSSING AT ROGERS STREET DESIGN PROPOSAL**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Butler Fairman & Seufert Civil Engineers (“Contractor”).

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31<sup>st</sup>, 2025 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Rebecca Swift, Operations & Development Division Director  
rebecca.swift@bloomington.in.gov  
City of Bloomington Parks and Recreation  
401 N. Morton St. Suite 250  
Bloomington, IN 47402

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively “Claims”). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor’s willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor’s knowledge or consent.

**Article 14. Insurance**

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

- A. Comprehensive General Liability Insurance
  - i. \$1,000,000 for each occurrence;
  - ii. \$1,000,000 personal injury and advertising injury;
  - iii. \$2,000,000 products and completed operations aggregate; and
  - iv. \$2,000,000 general aggregate.

- B. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- D. Umbrella/Excess Liability with a required limit of \$1,000,000.

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

Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Contractor:**

City of Bloomington Parks and Recreation	Butler Fairman and Seufert
Attn: Rebecca Swift	Attn: Doug Valmore, P.E.
401 N Morton St. Suite 250	8450 Westfield Blvd. Suite 300
Bloomington, IN 47402	Indianapolis, IN 46240

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

**Article 28. ARPA Funds.**

Contractor and the City shall execute Exhibit E to this Agreement, which provides additional terms and conditions applicable to agreements involving the use of American Rescue Plan Act (“ARPA”) funds.

The Parties have effectuated this Agreement by executing it on the day and year last written below.

**CITY OF BLOOMINGTON**

**BUTLER FAIRMAN & SEUFERT**

\_\_\_\_\_  
Margie Rice, Corporation Counsel      DATE

\_\_\_\_\_  
Doug Valmore, Senior Project Manager      DATE

\_\_\_\_\_  
Tim Street, Director      DATE  
Parks and Recreation Department

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

**EXHIBIT A**

**“Scope of Work”**

The Services shall include the following:

This project entails the design of an improved crosswalk for the Bloomington Rail Trail across Rogers Street at the Baywood Drive intersection. The current trail crossing is an undesirable skew across Rogers Street. The improved crossing will realign, widen, and pave a short segment of trail (which is currently a dirt trail), and provide an ADA-compliant crossing at Baywood Drive. Monroe County is in the process of constructing a project which includes installing RRFB’s and crosswalk markings at this location. BF&S is inspecting this project, and will ensure that the two projects work together to minimize re-work.

We anticipate the following work items to be performed:

- A. Topographical Survey
- B. Design and Plan Development
- C. Utility Coordination

It is not anticipated that utility relocation, right-of-way acquisition, or permits will be required for this project.

We anticipate the following project costs:

- A. Topographical Survey \$5,100
- B. Design and Plan Preparation \$12,600
- C. Utility Coordination \$4,800

**Total \$22,500**

## **EXHIBIT B**

### **“Project Schedule”**

BF&S will begin survey and design work following Park Board approval in December 2024 and will provide Utility Coordination support in 2025. Contract set to expire on December 31, 2025 unless extended by reasonable cause as mutually agreed by the parties.





## Exhibit E

### ADDENDUM

#### **To the Agreement between the City of Bloomington and Butler Fairman & Seufert for Services Providing Additional Terms and Conditions Applicable to Agreements Involving the Use of America Rescue Plan Act (“ARPA”) Funds**

The following additional terms and conditions, which apply when an agreement will be funded by the City in whole or part with federal funds, are incorporated in full into the above Agreement and govern in the event of any conflict with terms and conditions contained in that Agreement.

- 1. Period of Performance/final invoices due by no later than November 1, 2026.** Contractor’s period of performance shall end and all contractor invoices must be received no later than November 1, 2026, to permit final payments to be made before December 31, 2026.
  
- 2. Registration in Federal System for Award Management (SAM).** Contractor must be registered in the SAM, provide its unique entity identifier and proof of registration to City, and throughout the term of the Agreement maintain an active SAM registration with current information.
  
- 3. Compliance with Laws.** Contractor shall comply with all applicable federal statutes, regulations, and executive orders in the performance of its activities under this Agreement, and shall require the same of any subcontractors or third parties involved in Contractor’s performance of this Agreement. Such statutes, regulations and executive orders are herein incorporated by reference and made of part of this Agreement, and may include but are not limited to:
  - a. The Davis-Bacon Act, 40 USC 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5;
  - b. The Copeland Anti-Kickback Act, 40 USC 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3
  - c. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170
  - d. Recipient Integrity and Performance Matters, 2 CFR Part 200, Appendix XII, and all other applicable ethics law and regulations
  - e. New Restrictions on Lobbying, 31 CFR Part 21
  - f. Uniform Relocation Assistance and Real Property Acquisition Act of 1970, 42 USC 4601-4655 and implementing regulations
  - g. The Clean Air Act, 42 USC 7401-7671q, the Federal Water Pollution Control Act as amended, 33 USC 1251-1387, and other generally applicable federal environmental laws and regulations
  - h. The New Restrictions on Lobbying, 31 CFR Part 21. Contractor shall complete the Certification Regarding Lobbying attached to this Addendum as Exhibit 1 and provide it to the City within thirty (30) calendar days of executing this Agreement
  - i. Contract Works Hours and Safety Standards Act, 40 USC 3701-3708, as supplemented by Department of Labor regulations at 29 CFR Part 5
  - j. Statutes and regulations prohibiting discrimination applicable to Contractor’s performance under this Agreement, including:
    - i. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, and which also include protections to persons with “Limited English Proficiency” (LEP Persons) in any program or activity receiving federal financial assistance, 42 USC 2000d

et seq., as implemented by the Department of Treasury's Title VI regulations at 31 CFR Part 22;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

4. **Debarment & Suspension.** Contractor agrees and certifies that it shall adhere to Federal Executive Order 12549, Debarment and Suspension, and further certifies that neither it nor its principals have been suspended or debarred from participation in Federal grants or other Federal funding programs. The Contractor shall not enter into any contract or subcontract with third parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities. This Agreement is subject to 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19.

5. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.'
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**6. Notice of Federal Award in Publications.** Contractor shall display on any publications produced with funds provided under this Agreement, "This project [is being] [was] supported, in whole or in part, by federal award number 1505-0271 awarded to the City of Bloomington by the U.S. Department of the Treasury."

**7. Whistleblower Protections.** In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court of grand jury; and/or

- vii. A management official or other employee of the City, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 8. **Drug-Free Workplace.** Contractor certifies that it shall comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and Treasury’s implementing regulations published at 31 CFR Part 20, which require that non-Federal entities take actions to provide a drug-free workplace.
- 9. **Increasing Seat Belt Use in the United States.** Pursuant to Federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should adopt and enforce, and encourage its subcontractors to adopt and enforce, on-the-job seat belt policies and programs for their employees when they are operating company-owned, rented, or personally owned vehicles.
- 10. **Reducing Text Messaging While Driving.** Pursuant to Federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce, and encourage its subcontractors to adopt and enforce, policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

**CITY OF BLOOMINGTON**

**Butler Fairman & Seufert**

BY:

BY:

\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

**C-5** Agenda item

Admin. Approval: TS  
Date: 11/15/24

**TO:** Board of Park Commissioners  
**FROM:** Amy Leyenbeck  
**DATE:** December 4, 2024  
**SUBJECT:** 2025 Service Agreement with Harrell Fish, Inc.

**Recommendation**

Staff recommends approving a service agreement with Harrell Fish, Inc not to exceed \$15,000, for funding sources: 200-18-18:

9000-53650; 9006-53610; 9500-53990;

7202-5361; 7208-5365; 7001-5361; 2001-5361; 2002-5361; 2500-5361;

201-18-185000-5361

**Background**

Harrell Fish Inc is an approved vendor that performs quality work on City HVAC and plumbing components and it greatly benefits the department to have a service agreement with this vendor in place, so that repairs can take place quickly as needed throughout the year.

**RESPECTFULLY SUBMITTED,**



**Amy Leyenbeck, Operations Coordinator**

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
HARRELL FISH INC (H.F.I.)**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and HARRELL FISH INC (H.F.I.) ("Contractor").

**Article 1. Scope of Services.** Contractor will repair, adjust, and/or replace heating, ventilation and cooling components at City park properties and facilities at an hourly rate of One Hundred and One Dollars (\$101.00) plus any additional cost for parts and materials, Monday-Friday 7:00am to 3:30pm; an hourly rate of One Hundred and Sixteen Dollars (\$116.00) plus any additional cost for parts and materials, Saturdays (anytime) and Monday-Friday from 3:30 p.m. to 7:30 a.m.; and an hourly rate of One Hundred and Fifty Three Dollars (\$153.00) for Sundays (anytime) and on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Black Friday, and Christmas. Contractor shall inspect back flow prevention devices at a rate of One Hundred and Thirty Dollars (\$130.00) per device. Parks department would give the contractor at least two day notice on repairs. Types of HVAC components are: blower motors, thermostats, gas valves, filters and control boards. Specific scopes of work will be approved by the City before any work is done. ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Amy Leyenbeck, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices for Operations Division shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404; Sports Division Invoices to Daren Eads, Twin Lakes Rec Center Facility Coordinator, Switchyard Park invoices to Hsiung Marler, Rec Facility General Manager. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services according to the following schedule: Work will be performed on an as needed basis. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department: City of Bloomington, Attn: Amy Leyenbeck, Operations Coordinator, 401 N. Morton, Bloomington, IN 47404. Harrell Fish Inc.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**Article 25. Living Wage.** Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. The 2025 Living Wage is \$16.22 per hour for covered employees, and up to 15% of that amount, or \$2.43, may be in the form of the covered employer's contribution to health insurance available to the covered employee. Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

**[Signatures are on the following page.]**

Below signatures are for the "SERVICE AGREEMENT/SHORT CONTRACT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND Harrell Fish, Inc. (H.F.I.)"

CITY OF BLOOMINGTON

70B4F031F43E4C6...  
*Margie Rice* 12/6/2024  
\_\_\_\_\_  
Margie Rice, Corporation Counsel DATE

HARRELL FISH INC.

\_\_\_\_\_  
Signature DATE

CITY OF BLOOMINGTON PARKS AND RECREATION

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

\_\_\_\_\_  
Tim Street, Director DATE  
Parks and Recreation Department

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Harrell Fish, Inc.**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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



**C-6** Agenda item

Admin. Approval: TS  
Date: 11/20/24

**TO:** Board of Park Commissioners  
**FROM:** Daren Eads, Sports Facility Coordinator  
**DATE:** December 10, 2024  
**SUBJECT:** REVIEW AND APPROVAL OF THE 2025 SERVICE AGREEMENT WITH COMMERCIAL SERVICE OF BLOOMINGTON, INC

### Recommendation

Staff recommends the review/approval of the Commercial Service Of Bloomington, INC service agreement for the Parks department. Total amount of service agreement not to exceed: \$15,000. Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC); 200-18-187202-5360 GF (Winslow), 200-18-187208-53650 GF (Olcott), 200-18-187001-53610 GF (TLSP), 200-18-182001 GF (Bryan), 200-18-182002-53610 GF (Mills); 200-18-183500-53610 GF (Golf); 200-18-182500-53610 GF (FSC); 200-18-189000-53610 GF (OPS); and 200-18-189006-53610 GF (SYP).

### Background

Commercial Service is one of several contracted Parks works with each year to provide service, repairs and preventive maintenance on HVAC and plumbing at Parks properties and facilities.

RESPECTFULLY SUBMITTED,



**Daren Eads**  
Sports Facility Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
COMMERCIAL SERVICE OF BLOOMINGTON, INC**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Commercial Service of Bloomington, Inc ("Contractor").

**Article 1. Scope of Services.** Contractor shall provide repairs, adjustments, preventive maintenance, to heating, ventilation, cooling components and plumbing at City park properties and facilities ("Services") at an hourly rate of Ninety Eight Dollars (\$98.00), with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services for at the \$98.00 set price per hour Monday –Friday 7:00am to 5:00pm. Contractor shall provide Services for an afterhours hourly rate between 5:00pm to 11:59pm of One Hundred Forty Seven Dollars (\$147.00) with a minimum of one (1) hour charge, plus materials. Parks Department shall give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, emergencies, weekends, calls between 12:00am to 6:59am, and holidays, may be billed at an emergency hourly rate of One Hundred Ninety Six (\$196.00) with a minimum of one (1) hour charge, plus materials. ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services according to the agreed upon schedule when contacted. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

**Article 11. Indemnification.** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department: City of Bloomington, Attn: Daren Eads, 401 N. Morton, Bloomington, IN 47404. Commercial Service of Bloomington, Inc, 4710 W. Vernal Pike, Bloomington, IN 47404 .** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**Article 25. Living Wage.** Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. The 2025 Living Wage is \$16.22 per hour for covered employees, and up to 15% of that amount, or \$2.43, may be in the form of the covered employer's contribution to health insurance available to the covered employee. Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

**[Signatures are on the following page.]**

Below signatures are for the "SERVICE AGREEMENT/SHORT CONTRACT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND COMMERCIAL SERVICES"

**CITY OF BLOOMINGTON**

**COMMERCIAL SERVICE OF BLOOMINGTON, INC**

\_\_\_\_\_  
Margie Rice, Corporation Counsel DATE

\_\_\_\_\_  
Signature DATE

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

\_\_\_\_\_  
Tim Street, Director DATE  
Parks and Recreation Department

\_\_\_\_\_  
Kathleen Mills, President DATE  
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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 \_\_\_\_\_, 2024.

**COMMERCIAL SERVICE OF BLOOMINGTON, INC**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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



**C-7** Agenda item

Admin. Approval: TS  
Date: 11/18/24

**TO:** Board of Park Commissioners  
**FROM:** Hsiung Marler, Recreation Facilities General Manager  
**DATE:** December 10, 2024  
**SUBJECT:** Special Use Permit Updates

**Recommendation**

Staff recommends the approval of the updates to the Noise Permit – Parks, Hourly Permit, People’s Park Permit Rental Application for the Mobile Stage, Switchyard Park Pavilion Rental Form. Special Use Permit application, and the new Special Use Permit Guide.

These are outward facing forms the public fills out to have events in the various parks. Each of these is reviewed and updated at the end of each year to update dates, contact information, and price changes.

**Background**

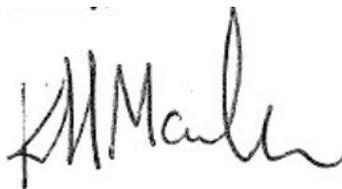
The Noise Permit, Hourly Permit, and the People’s Park Permit have no changes other than updated date information.

The Rental Application for the Mobile Stage and the Switchyard Park Pavilion Rental Form have updated date information and price increases as proposed in the 2025 Price Schedule.

The Special Use Permit Application has been revised for easier applicant use. Prices have been updated as proposed in the 2025 Price Schedule. The major changes have been to divide events into Small Events (250 people or less) and Large Events (more than 250 people). This will allow us to have different prices for different size events and request more information for larger events.

In order to simplify the Special Use Permit Application and to provide applicants with more detailed and helpful information—a new Special Use Permit Guide has been created. Note: The previous Guidelines for Requesting Approval for Alcohol Sales are included in this information and will be removed as a separate document.

**RESPECTFULLY SUBMITTED,**



**Hsiung Marler, Recreation Facilities General Manager**

*January 2024*



## 2025 NOISE PERMIT

City of Bloomington  
 401 N. Morton St., Suite 250  
 Bloomington, Indiana 47404  
 812-349-3700

### Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Parks and Recreation Department. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact Hsiung Marler with any questions: 812-349-3961, [marlerh@bloomington.in.gov](mailto:marlerh@bloomington.in.gov)

### Event and Noise Information

Name of Event:					
Location of Event:					
Date of Event:				Time of Event:	Start:
Calendar Day of Week:					End:
Description of Event:					
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:			

### Applicant Information

Name:					
Organization:				Title:	
Physical Address:					
Email Address:				Phone Number:	
Signature:				Date:	

### FOR CITY OF BLOOMINGTON USE ONLY

**In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Parks and Recreation Department, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.**

<b>Parks and Recreation Department          (For Non-Parks-sponsored events)</b>  _____ Tim Street, Administrator  _____ Date	<b>Board of Park Commissioners          (For Parks-sponsored events)</b>  _____ Kathleen Mills, President  _____ Date
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## Hourly Park Permit Guidelines, Application, and Agreement

Thank you for considering the Bloomington Parks and Recreation Department (BPRD) facilities for your program. We look forward to having you use one of our parks and ask that you follow these rules to ensure your program goes smoothly and that park resources are protected. Failure to comply with these rules could result in a void of your Hourly Park Permit. Best wishes for a safe and successful program!

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

### APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

- Application for Rental Agreement
- Program Site Plan
- \$25 Application Fee (non-refundable)
- Class Schedule

#### Rental/Permit Fees and Certificate of Insurance:

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

Checks should be made payable to City of Bloomington and mailed to:  
PO Box 848, Bloomington, IN 47402 or dropped off at  
401 N. Morton St. (inside City Hall)

#### Refunds:

BPRD will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made fewer than seven days before the event will result in the forfeiture of the entire rental fee. Refunds will not be issued due to inclement weather.

#### Insurance:

The event organizer shall maintain comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) for bodily injury per person in any one occurrence and Two Million Dollars (\$2,000,000) in any one occurrence for all persons in that occurrence. Property damage shall be in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as additional insured parties, and the organizer shall provide Parks with a certificate of insurance at least two (2) weeks before the event. If the permit applicant, or their guests will be driving onto Parks property, each automobile must have Automobile Liability Insurance.

#### Meeting:

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

#### B-Line Trail:

The section of trail from Sixth Street (the east side of Rogers Street) including the Farmers' Market Plaza), and the east side of City Hall between Sixth Street and Tenth Street is not available for use on Saturdays, April through November, between 5 a.m. and 3 p.m.



Property adjacent to the B-Line Trail is not available for placement of tables, chairs, signage, portable toilets, etc. Any group using the B-Line Trail must supply security at all intersections to assist walkers/runners/parades in safely crossing bisecting streets.

**Vehicles and Parking:**

Vehicles are not allowed on park property other than streets and parking areas. Failure to comply with this guideline will result in a loss of permit. Parking is permitted only in designated parking lots.

**Trash Removal/Recycling:**

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

**Equipment:**

Bloomington Parks and Recreation is not responsible for any equipment or items used in your program. You are responsible for scheduling security to watch over your area. Barbells, bumper plates, plate weights, and sleds are not allowed. TRX straps, rings, and resistance bands are not allowed to be hung from trees. All music devices used during the program must be battery powered.

**Child Supervision:**

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

**Safety:**

The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement.

The individual or group is totally responsible for the behavior and actions of those individuals attending their program and shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the event.

**Copyright:**

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



**Noise Permits:**

The organizer must comply with all City of Bloomington's Ordinances regarding acceptable noise levels. (Please refer to the [City's Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.](#)) It is the event organizer's responsibility to be in compliance with all federal and state copyright laws. Obtaining a Noise Permit does not exempt an organizer from being in violation of ordinances or laws.

**Violations:**

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

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

**Permit Fees:**

Application Fee: \$25, non-refundable

Hourly Permit Fee: \$10/hour use of park, including set-up and breakdown. [See page 1 for refund policy.](#)

**Questions?**

Bloomington Parks and Recreation Department  
401 N. Morton St., Suite 250  
P.O. Box 848  
Bloomington, IN 47402

[parks@bloomington.in.gov](mailto:parks@bloomington.in.gov)  
812-349-3700



**HOURLY PARK PERMIT APPLICATION**  
City of Bloomington Parks and Recreation Department  
(Please print or type)

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

Type of Organization: (check all that apply)

- |  |   |
|--|---|
| <input type="checkbox"/> Governmental: | <input type="checkbox"/> Non-Profit Fundraising Event |
| o City of Bloomington                  | o Tax ID# _____                                       |
| o Department-affiliated                | <input type="checkbox"/> Private: City Resident       |
| o Monroe County                        | <input type="checkbox"/> Private: Non-resident        |
| o Other                                | <input type="checkbox"/> For Profit                   |
| <input type="checkbox"/> Non-Profit    | <input type="checkbox"/> Other                        |
| o Tax ID# _____                        |   |

**Date of Application:** \_\_\_\_\_

**Location(s) of Proposed Program:** \_\_\_\_\_

**Date(s) and Times(s) of Proposed Program:**

Date	Time

**Contact Information:**

1. Organization applying for Hourly Permit:

Organization: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



2. Name of organizational **contact** responsible for managing program  
(Please list the one representative that will be responsible for all communication):

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

Address/Phone Number (If different than organization)

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Program Logistics:**

3. Name of Program: \_\_\_\_\_

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

- Fitness/Health Class (such as: group exercise, small group training, personal training)
- Art/Music Class
- Sport/Coaching
- Other (please explain) \_\_\_\_\_

5. Program Description

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

6. Do you plan to bring equipment that will be used during the program?  yes  no

(a) If yes, please describe below (type, quantity, etc.).

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

Type of Equipment	Quantity

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

Date, set up time, event start time, event end time, teardown time

Date	Set Up Time	Program Start Time	Program End Time	Teardown Time
For ex: Oct. 13	7:30a	8:00a	9:00a	9:30a

(a) Designated date(s) for inclement weather? (rain date)    yes    no

If yes, please list rain date(s) and time(s) below:

Date	Time

8. Total number of anticipated participants per event/class: \_\_\_\_\_

9. Will any signs, banners or flyers be hung or posted?    yes    no

*Describe the proposed locations of the banners, etc. (Current city zoning ordinances prohibit signs in public rights of way. For more information, contact the City of Bloomington Planning Department at 812-349-3423.)*

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10. Is this program open to the public? yes no

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

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12. Will there be a charge to attend/participate? yes no

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

Type Fee(s): \_\_\_\_\_ Fee Amount: \_\_\_\_\_

13. Please describe how you plan to remove trash from the program site: \_\_\_\_\_

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Person responsible for clean up:

Contact Name: \_\_\_\_\_ Relationship to organization: \_\_\_\_\_

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

**Security/Safety:**

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

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**Program Music:**

15. Do you plan to provide music for this program? yes no

If yes, please describe: \_\_\_\_\_

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

yes no If yes, please list type of equipment:

Type of Equipment	Quantity

17. Special provisions pertaining to your event that have not been addressed on this application:

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A map detailing placement of event and set up (site map) is required for all events. [GIS maps are available on the City of Bloomington website.](#) A copy of your site map must be attached to this application.

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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

**Due with Application:**

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

Permit Fee: \$10/hour \$ \_\_\_\_\_

Other Fee(s): \$ \_\_\_\_\_

City of Bloomington Parks and Recreation Department Hourly Park Permit Application (**PARK USE ONLY**)

Date Received: \_\_\_\_\_ Fees Charged: \_\_\_\_\_

Permit #: \_\_\_\_\_

Application Fee Deposited to: 201-18-181000-43310

Permit Hourly Fee Deposited to:

Art/Music/Cultural/Sport/Other:  201-18-189006-41020

Fitness/Wellness/Health:  201-18-181001-41020

Other Fee(s) Deposited to: \_\_\_\_\_

City of Bloomington contact person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail: \_\_\_\_\_



### PEOPLES PARK USE APPLICATION

- Park operating hours are 5:00 a.m. to 11:00 p.m.
- Permit applications must be submitted to Bloomington Parks and Recreation at least **two weeks prior** to the requested date for use of the park.
- An application for use of the park shall not become a permit until it has been approved and signed by a staff member of Bloomington Parks and Recreation.
- Applications for use will only be accepted for Peoples Park, 501 E. Kirkwood Ave. within the park boundaries. Sidewalks surrounding the Peoples Park are not considered part of the park.

**Type of Organization:** (check all that apply)

- |  |  |                                     |
|--|--|-------------------------------------|
| <input type="checkbox"/> Governmental _____  | <input type="checkbox"/> Private               |                                     |
| <input type="checkbox"/> City of Bloomington | <input type="checkbox"/> Department-Affiliated | <input type="checkbox"/> For Profit |
| <input type="checkbox"/> Monroe County       | <input type="checkbox"/> Non-Profit            |                                     |
| <input type="checkbox"/> Other _____         | Tax ID# _____                                  |                                     |

**Applicant Information:**

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Title/Position: \_\_\_\_\_ Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_ Contact Email: \_\_\_\_\_

**Guidelines:**

- All materials must be placed within the park perimeter and not block any sidewalk or pedestrian traffic within the park.
- Bloomington Parks and Recreation only provides a space. You need to bring all items necessary for your use (table, chair(s) and any items you want to display).
- Access to water is not available in Peoples Park. Access to electrical outlets may be requested on this application.
- Groups may not give away homemade items intended for human consumption. Only pre-packaged items produced in an inspected kitchen may be distributed.
- Groups may not amplify sound without an approved noise permit. [The noise permit application can be found on the Event Permits for City Parks website.](#)
- Bloomington Parks and Recreation may at any time ask a group to vacate the park premises.
- Events requesting to set up larger infrastructure, charging admission, or requiring additional communication may require additional permits and fees.

- Goods may not be sold without a City of Bloomington Solicitor License. [Information about soliciting within the City of Bloomington can be found on the City of Bloomington Business Licenses website.](#)
- The registering group representative is responsible for ensuring this information is shared with all members of the group who may be assisting with the use of the park. If you have questions or concerns please [contact Crystal Ritter by email](#) or by phone at 812-349-3725.
- The event organizer shall maintain comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) for bodily injury per person in any one occurrence and Two Million Dollars (\$2,000,000) in any one occurrence for all persons in that occurrence. Property damage shall be in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as additional insured parties, and the organizer shall provide Parks with a certificate of insurance at least two (2) weeks before the event.

**Type of Use:**       Distribution of goods or services                       Fundraising  
                                   Public Information     Business Information

Applications will not be approved for dates when Bloomington Parks and Recreation has planned programming.

Date(s) Requested: \_\_\_\_\_ Time (s) Requested: \_\_\_\_\_

Please describe your requested use of the park and what materials and/or infrastructure you will be setting up and/or distributing.

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

I HAVE READ AND AGREE TO ABIDE BY THE CITY OF BLOOMINGTON PARKS AND RECREATION 2025 PEOPLES PARK USE APPLICATION.

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

City of Bloomington Parks and Recreation Department Peoples Park Use Application <b>(PARK USE ONLY)</b>		
Date Received: _____		
Partnership: _____	Parks Event: _____	Permit #: _____

Scheduled for Special Use Meeting Date: \_\_\_\_\_ Approved: \_\_\_\_\_

City of Bloomington contact person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_



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

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

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

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

Date of Application: \_\_\_\_\_ Date Equipment is Needed: \_\_\_\_\_  
(Application must be received at least four (4) weeks prior to request)

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

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

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

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

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

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

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

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

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

Location Where Equipment is Needed (state exact location and address of site):  
*Location must be within the City of Bloomington limits. (Exceptions may be made for locations with a close vicinity of the city limits). The mobile stage can only be transported by Parks personnel and will not be moved, once placed.*

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

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



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

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

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

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

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

\_\_\_\_\_  
Date

### Special Event Equipment Rental Prices

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

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

Mobile Stage \$775/day + \$375 deposit\*  
W/Lights \$875/day + \$375 deposit\*

(See stage policy for details)

#### Category II – For-Profit Organizations:

Mobile Stage \$875/day + \$375 deposit\*  
W/ Lights \$975/day + \$375 deposit\*

(See stage policy for details)

#### Stage Add Ons (These are set fees):

Stage Extenders \$375/day + \$185 deposit\* (7 platforms, 4'x8'x3')

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

- The mobile stage can only be transported by Parks and Recreation’s Operations personnel and cannot be moved once it is in place. Transportation fees will be added to the total cost of the stage if it is moved during non-working hours. Non-working hours are after 5 p.m. on weekdays and anytime on weekends and/or holidays. These fees vary and are available upon request.
- A Bloomington Parks and Recreation site supervisor will remain on site while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability and will be added to your total in addition to the stage rental. Site Supervisor fees range from \$20-\$45 per hour.
- Those reserving equipment are responsible for reserving the location where equipment is to be placed. Also, those reserving equipment agree to meet Bloomington Parks and Recreation staff at desired location to assure proper placement of equipment.
- No posters, banners, signs or other materials can be adhered to the stage without prior approval from Bloomington Parks and Recreation. No tape, glue or adhesive material may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision could result in loss of deposit and possible additional repair charge.
- The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include, but are not limited to, winds over 20 mph, lightning, rain, and/or use deemed inappropriate or dangerous. If the stage is closed for reasons deemed necessary by the site supervisor, a refund will not be issued. Refunds will not be issued for advance cancellations made by renter.
- Full payment (plus deposit) must be received four (4) weeks prior to rental date.
- Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement.
- The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify Bloomington Parks and Recreation within ten (10) days of any insurance cancellation. The individual or organization renting the mobile stage agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual’s/ organization’s use of the mobile stage. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.
- The renting party shall be responsible for compliance with all State laws and regulations, including those governing special events and the use of stages.
- It is the responsibility of the organizer to [contact the Indiana Department of Homeland Security](#) to verify if event requires an Amusement and Entertainment Permit and inspection. The renting party will be responsible for all fees associated with these permits and inspections.

**FOR OFFICIAL USE ONLY**

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

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

Deposit Refunded: \_\_\_\_\_ Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_

## Mobile Stage Rental Policy

1. The mobile stage will be made available for rent by community, business or private organizations for concerts, theatre, sporting and other special events. All renters must have an approved application form to rent the stage. A copy of the form is attached.
2. All reservations will be processed through Bloomington Parks and Recreation, Community Events and will be based on availability of stage, transport staff and supervisory staff.
3. The mobile stage is only available for use within Bloomington city limits. (*Exceptions may be made for locations in close vicinity to city limits*) All stage set ups and locations must be approved, in advance, by the Parks and Recreation Department. Return the completed application form along with the appropriate payment at least four weeks prior to your event.
4. The mobile stage will be transported, leveled and prepared for use by Parks and Recreation Operations personnel only and will not be moved once it is in place. The cost for transport is included in the overall cost of the stage.
5. A Parks and Recreation supervisor will remain on site during the event while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability.
6. The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include winds over 20 mph and use deemed inappropriate or dangerous by Department staff. If the stage is closed for reasons deemed necessary by the site supervisor a refund will not be issued. Refunds will not be issued for advance cancellations made by renters in advance of event date.
7. All stage renters are required to pay, as a minimum, equivalent to fifty percent (50%) of the total rental fee as a deposit at the time of initial reservation. The deposit is refundable provided damage has not occurred to rented facility during use.
8. All rental fees must be paid in full, no less than four (4) weeks prior to the date of the renter's scheduled use. If the full fee is not paid within four (4) weeks prior to use, Bloomington Parks and Recreation reserves the right to charge a \$25 late fee and/or cancel the reservation.
9. Rental fees may be adjusted to reflect special staffing or equipment needs presented by the nature of the event and/or location.
10. The renting party is in charge and responsible for the conduct of all persons in attendance during the use of the stage. The renter and/or his/her organization will be held financially liable for any resulting damages to the mobile stage and/or property. Any damage charges will be based on equipment replacement and administrative costs, and may exceed the amount of the damage deposit. Renters are required to inspect the mobile stage at the time of its delivery and communicate any concerns or information about pre-existing damage to the on-site facility supervisor at that time.
11. No furnishings shall be removed from the stage. Nothing may be fixed (temporary or permanent) to the stage in any way, without prior consent from Bloomington Parks and Recreation. This includes banners, poster, signs or other materials. No tape, glue or adhesive materials may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision may result in loss of deposit and possible additional repair charges.

12. The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of One Million Dollars (\$1,000,000) for bodily injury per person in any one occurrence and Two Million Dollars (\$2,000,000) in any one occurrence for all persons in that occurrence. Property damage shall be in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as an additional insured parties, and the organizer shall provide Parks with a certificate of insurance at least two (2) weeks before the event.
13. The individual or organization renting the mobile stage agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the mobile stage. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.
14. The Department Director may request the use of an approved security officer(s). The cost of the security officer(s) will be assumed by the renter/group.
15. Bloomington Parks and Recreation reserves the right to refuse any rental application.
16. Bloomington Parks and Recreation employees may not use park property or facilities for personal gain.
17. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Park Special Use Permit.
18. Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement.
19. Renters charging a fee for their event must complete appropriate paperwork before rental is approved.
20. The organizer must comply with all City of Bloomington's Ordinances regarding acceptable noise levels. (Please refer to the [City's Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.](#)) It is the event organizer's responsibility to be in compliance with all federal and state copyright laws. Obtaining a Noise Permit does not exempt an organizer from being in violation of ordinances or laws.
21. Electrical requirements for the mobile stage are listed below:
  - 110 Outlets and Non-Theatrical Lighting
    - The minimum power requirement to use the electrical system on the stage is 30 amp/110 volt. The stage uses a Hubble Twist-Lock 30 amp/110 volt connector (HBL2611) to power the electrical 110 volt outlets and non-theatrical lighting on the stage. A 50' power cable with an HBL2611 connector is provided. Also provided is a 6' Hubble-to-pigtail adapter (only to be used by a certified electrician).Under no circumstances are any of the cables provided to be disassembled for temporary conversion. It is the renter's responsibility to ensure that electrical installations are done safely and to code.

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



**SWITCHYARD PARK**  
BLOOMINGTON INDIANA

**2025 PAVILION RENTAL AGREEMENT**

Name of Renter (Organization or Individual): \_\_\_\_\_

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

Date	Setup Start	Event Start	Event End	Tear Down/Exit

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Street Address, City, State, Zip: \_\_\_\_\_

Type of event (wedding, expo, awards luncheon, etc.): \_\_\_\_\_

Is this event public or private? \_\_\_\_\_ Estimated Attendance: \_\_\_\_\_

Will there be food consumed at event? \_\_\_\_\_ Food to be provided by: \_\_\_\_\_

Will there be alcohol at event? \_\_\_\_\_ Security Contact: \_\_\_\_\_

**\* See FAQ and Alcohol Section of Terms and Conditions. Beer and wine ONLY allowed. Caterer's License to serve alcohol or State of Indiana Temporary Alcohol Permit required. Alcohol requires renter to provide security on site.**

Comments: \_\_\_\_\_

**TIMELINE**

Due at time of reservation request

- Completed Pavilion Rental Application
- Deposit of \$260 per day for a weekday event or \$480 per day for a weekend event.

Due two weeks before event

- Balance of payment
- Floor plan
- Certification of Insurance (if applicable)
- Caterer's Alcohol License or State of Indiana Alcohol Permit (if applicable)
- Security Name and Contact Information (if applicable)



# INVOICE

Bill to Org or individual: \_\_\_\_\_  
 Bill to Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Submission Date: \_\_\_\_\_  
 Invoice # (will be SYP-event date): \_\_\_\_\_

Office Use: Switchyard Park Pavilion 201-18-189006-43220

QTY	BASE RENTAL RATES	RATE	QTY x RATE
	Pavilion Weekday Rate ( <i>Mon-Thu, 4 hour minimum</i> )	\$70/hr	
	Pavilion Weekend Rate ( <i>Fri-Sun and Holidays, 6 hour minimum</i> )	\$90/hr	
	Patio ( <i>fenced area attached to Pavilion</i> )	\$100/day	
	Pavilion Lawn	\$150/event	
	Requesting food truck(s) on site ( <i>non-profit rate</i> )	\$25/truck	
	Requesting food truck(s) on site	\$35/truck	
YES/NO	GENERAL SETUP REQUESTS (please put yes or no)	RATE	If Yes, 1 x Rate
	Kitchen	No Charge	
	Portable Bar	No Charge	
	Podium	No Charge	
	Microphone(s)?	No Charge	
	Projector and Screen	\$50/event	
	Pipe and Drape	\$150/event	
	Riser Stage	\$150/event	
YES/NO	ALCOHOL*	RATE	If Yes, 1 x Rate
	Will you be consuming alcohol in Pavilion?	\$50/event	
	Will you be consuming alcohol in Patio? ( <i>Must rent Patio</i> )	\$100/event	
	Will you be selling close container alcohol?	\$50/event	
	Will you be commercially selling for consumption?	\$200/event	

**TOTAL** \_\_\_\_\_

A deposit of \$260 per weekday or \$480 per holiday/weekend date is required to reserve date.

Once Rental Agreement is confirmed deposit or full payment can be made via credit card or check.  
 Make all checks payable to: City of Bloomington Parks and Recreation, Subject Line: [SYP-Event Name-Date].

Items can be mailed or dropped off to: City of Bloomington Parks and Recreation, ATTN: Hsiung Marler, 401 N. Morton St., Suite 250, Bloomington IN 47402.

**\*See Alcohol Section of Terms and Conditions and FAQ. Beer and wine ONLY allowed. Caterer's License to serve alcohol or State of Indiana Temporary Alcohol Permit required. Alcohol requires organizer to provide security on site.**

**\*\*City of Bloomington Department rates:**  
 COB Depts will not be charged any base rental rates for outdoor events.  
 COB Depts will not be charged any base rental rates for events on Mon-Thu between 9am to 5pm.  
 COB Depts **WILL BE** charged rental fees for events on a holiday, weekend, or weeknight after 5pm

## TERMS AND CONDITIONS

The City of Bloomington Parks and Recreation and the Renter agree to the following terms and conditions:

1. Availability
  - a. Switchyard Park Pavilion standard hours are 9:00am to 11:00pm.
  - b. Reservation priority will be given to Parks and Recreation programs and events.
  - c. Switchyard Park Pavilion may be rented by responsible groups and individuals when available.
  - d. Parks reserves the right to deny any reservation made less than two weeks in advance.
  - e. Parks reserves the right to deny any request to expand the scope or duration of the reservation if such request is made less than 72 hours prior to the start of event.
  - f. Parks reserves the right to deny an application for the use of facility when such use is not in the best interest of the City of Bloomington.
  - g. Parks reserves the right to cancel reservation at any time if the cancellation is in the best interest of the City. In the event that Parks cancels an event for this reason, all rental fees will be refunded.
2. Rental Fees
  - a. See current pricing schedule.
  - b. A deposit is required for all rentals.
  - c. Full Payment in due at least two weeks prior to the event.
  - d. Renter is responsible for any damage to the facility caused by them or their guests.
3. Cancellation Policy
  - a. If the Renter cancels any or all part of a reservation less than one week prior to the event, Renter shall not be entitled to any refund.
  - b. If the Renter cancels any or all part of a reservation more than one week before the event, but less than three weeks before the event, Renter shall be entitled to a refund of one-half the fees for the cancelled reservation.
  - c. If the Renter cancels any or all part of a reservation three weeks or more prior to the event, Renter shall be entitled to a full refund of all fees for the cancelled reservation.
4. Services provided by Parks and Recreation
  - a. Parks will provide an Event Supervisor during rental.
  - b. Parks will set up tables and chairs in advance of event.
  - c. Rental includes use of catering kitchen and restrooms.
  - d. Garage doors may be opened if weather accommodates. Doors to be operated by Event Supervisor.
5. Renter to Provide
  - a. Renter will provide any table cloths, table settings, chair covers, etc.
  - b. Renter will provide sound system if necessary for event.
  - c. If Renter uses Kitchen, renter will clean kitchen
  - d. Renter will provide all other services and items necessary for event.
6. Admission Fees
  - a. If the Renter intends to charge admission fees to the facility, Parks (by its Recreation Division Director) must approve such fees in writing prior to the day of the event.
7. Food
  - a. Parks does not provide food service. Organizers may bring food or use outside vendors.
  - b. When an event has food all tables must be covered with a table cloth/linen.
8. Alcohol
  - a. Alcohol refers to beer and wine only. No other types of alcohol allowed. Infractions may be result in event being terminated.
  - b. Parks requires on-site Security, provided by organizer, for any event having alcohol.
  - c. Alcohol sales in City-owned parks, trails, and spaces require the approval of Board of Park Commissioners and Director of Parks and Recreation. Please see the ["2019 Guidelines for Requesting/Approval of Alcohol Sales with an Approved Event Permit"](#).
    - i. Events at the Pavilion may serve alcohol inside the Pavilion for an additional \$50 fee. Renter must provide Parks with a copy of appropriate Alcohol Permit. Security is required. All provisions of the Alcohol Permit must be followed.
    - ii. Events at the Pavilion may sell closed container alcohol with no consumption on site for an additional \$50 fee. Renter must provide Parks with a copy of appropriate Alcohol Permit. All provisions of the Alcohol Permit must be followed.
    - iii. Events at the Pavilion may sell alcohol for consumption for an additional fee of \$200 or 10% of gross sales, whichever is greater. Renter must provide Parks with a copy of appropriate Alcohol Permit. All provisions of the Alcohol Permit must be followed.
    - iv. Events at the Pavilion may serve alcohol outside in the Patio for an additional fee. Renter must provide Parks with a copy of appropriate Alcohol Permit. Security is required. All provisions of the Alcohol Permit must be followed.
    - v. Events at the Pavilion may not sell alcohol, either open or closed container, in Patio area.
  - d. Consumption of alcoholic beverages without the appropriate fee and Alcohol Permit is strictly prohibited on public property. Persons observed consuming alcohol in such cases are subject to arrest.
9. Smoking
  - a. Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington Property. Smoking is not allowed outside a City of Bloomington facility within 30 feet of doors, windows, or ventilation system. Vaping is included in all smoking prohibitions.  
\*The Patio would be included in areas prohibiting smoking.
10. Rules and Regulations
  - a. The Renter is responsible for ensuring that all Parks rules and regulations are observed by guests and others using the rented facility.
  - b. Violation of facility rules and regulations may be grounds for termination of the rental agreement. In the event of termination for this reason, no refunds will be given.
11. Insurance (if applicable)
  - a. The Renter shall maintain comprehensive general liability insurance in the amount of Two Hundred Thousand Dollars (\$200,000) for bodily injury per person in any one occurrence and One Million Dollars (\$1,000,000) in any one occurrence for all persons in that occurrence. Property damage shall be in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the Renter shall provide Parks with a certificate of insurance at least two weeks before the start of the event.
12. Condition of Facility
  - a. The Renter is responsible for ensuring that the rented facilities are clean and in good repair at the end of the rental period. In the event that Parks must take steps to clean or repair the facilities, the Renter will be charged a minimum of \$100 clean up fee. That amount can increase based upon the condition of the facility or the extent of the damages..
13. Liability
  - a. The Renter agrees to release, hold harmless, and indemnify the City of Bloomington, the Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise from the use of the facility during the rental period. This release includes claims for personal injury, property damage, and/or any other type of claim or cause of action which might be brought by the Renter or by any third party.
  - b. The Renter agrees to assume financial responsibility for the repair or replacement of any facility equipment or fixture which is damaged through the negligence of the Renter or participants or spectators at the Renter's event. The decision to repair or replace equipment shall be at the election of Parks.

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

### SIGNATURES

By signing and submitting this application, the Renter agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated in this Agreement.

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

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

## **FREQUENTLY ASKED QUESTIONS**

Q: What size are the tables?

A: Round Tables are 60", Rectangle tables are 30"x72", and High Top (aka Cocktail Tables) are 24". Standard seating for the rounds is normally 8 people. Tables are not for "craft" use. Renters would have to provide their own tables for "craft" uses. All renter tables and chairs must have rubber feet, cardboard, or carpet.

Q: Can we use tape on the floor, walls, or windows?

A: Tape (of any kind) is NOT ALLOWED on the floors, walls, windows, etc. Use may result in added damage fees.

Q: Can we have confetti or glitter?

A: Use of confetti, confetti balloons, glitter, etc is NOT ALLOWED. Use may result in added damage fees.

Q: What are renters responsible for at the end of event?

A: Anything that is brought in for the event must leave the building or be placed in a trash receptacle. If the kitchen was used the renter (or caterer) must clean the kitchen.

Q: Can renters or vendors drop off or pick up before and after the event?

A: No. Items can only be dropped off and picked up during the rented times.

Q: How big is the Pavilion?

A: The building is 11,000 sq. ft. total. The event space is over 7,000 sq. ft.

A: Max occupancy is listed at 442 seated and 600 standing. We recommend table seating cap at 280 guests.

Q: What hours are the Pavilion available for use?

A: The Pavilion is generally available 9am-11pm (out by 11pm). For special situations an earlier time can be worked out.

Q: Is any space outside the garage doors available?

A: Yes. Additional fee required. An area can be cordoned off to create an attached Patio from the building 24' towards the tree line. Width of the patio can be either one, two, or three garage door (20', 40', 60').

Q: Are table and chairs provided?

A: Yes. Banquet tables and chairs are available at no charge. Parks staff will set up tables and chairs for events. Banquet tables and chairs are for indoors only.

A: Yes. For the Patio (up to four) 'café' tables and chairs are available at no charge to reservations. Parks staff will set up tables and chairs for events. Parks does not provide any other tables and chairs outside. Renter may bring additional table and chairs for the Patio.

Q: Is there a kitchen?

A: Yes. The Pavilion has a Caterer's Kitchen. No oven or stove. There is a commercial warmer, a commercial double-door refrigerator, a three compartment sink, and a handwashing sink. The kitchen has a pass through shutter door to the event space. Note: if the shutter is opened renter must provide some sort of covering for the limestone shelf.

Q: Is there an ice machine or freezer on site?

A: There is an ice machine in the kitchen. Any additional ice would have to be provided by the renter. There is no freezer.

Q: Is there a stage for inside?

A: Yes. Additional fee required. The 'riser' stage is made up of six 4'x8' sections. Stage can be configured as desired.

Q: Are there microphones available?

A: Yes. There are two cordless handheld microphones and one lavalier microphone available at no charge.

Q: Is there a projector and screen available?

A: Yes. Additional fee required. Screen is 12' wide by 9' tall. Projector and screen will affect floor plan. Please discuss in advance. Renter will need to bring a laptop with a HDMI port. Apple laptops do not work with system.

Q: Is there WIFI in the Pavilion?

A: There is free public WIFI in the Pavilion and the majority of the park.

Q: Does the Pavilion offer or recommend catering?

A: No. The Pavilion does not offer catering nor do we have preferred caterers.

Q: Can we use Food Trucks for our event?

A: Yes. Additional fee required. Food trucks must use designated areas. Food trucks must be discussed in advance. Parks recommend against using food trucks for private events.

Q: Can we have alcohol at our event?

A: Yes. See Invoice or Terms and Conditions. Only beer and wine are allowed. Any alcohol being consumed outside designated areas will result in loss of Damage Deposit. A copy of the Caterer's Alcohol License or the State of Indiana Alcohol Permit is required. Renter must provide security.

Q: What does security mean?

A: For some events renters are required to hire a professional security company. Check to see if needed in advance.

Q: What can we do for music?

A: We recommend renters provide their own sound system. Special requests for background music to be played through pendant speakers using a mobile app can be requested.

Q: What is not included?

A: Not included is linens, tableware, glassware, sound system, extension cords, or use of ladder. Note: any event with food is required to have linens/table cloths for all.

Q: Are there electrical outlets available in the pavilion?

A: There are four 110-electrical outlets available at each beam between the garage doors, at spots down the middle of the floor, and at the front of the room.

Q: How many parking spaces are there?

A: Rogers has 128, Rogers Overflow has 91, Grimes has 114, and Walnut has 43 parking spaces.

Q: Will there be anyone from Parks onsite during the event?

A: There will be an Event Supervisor present during the event.

Q: How tall is the limestone wall inside the Pavilion?

A: The wall is 12 feet high.

Q: Are candles allowed?

A: No, open flames (other than sterno cans for catering) are not allowed. Electric candles are allowed.

Q: Are crafts allowed?

A: Can be discussed. Tables and floors would have to be covered. No paint, no glitter, no confetti.

Q: Can we put up decorations inside the Pavilion?

A: Free standing signage or the use of suction cups/magnets to hold signage is allowed inside the Pavilion the day of the event. No tape, nails, screws, etc. is allowed to hang signage.

Q: Can we put up marketing or directional signage up outside the Pavilion?

A: Yes, only on the day of the event. Confirm type and location of signage in advance.

Q: Are pop-up tents allowed inside Pavilion?

A: Yes. However per Fire code they should be placed underneath sprinkler heads. All pop-up tents (and any tables the renter brings) are required to have a rubber 'foot', cardboard, or fabric material underneath to prevent metal from scratching the floor.

Q: Are animals allowed inside the Pavilion?

A: Service animals are allowed by law in any space people are allowed. Arrangements for any other animals must be approved in advance by Parks.

Q: Can we rent the Pavilion Lawn in front of the Pavilion for a wedding ceremony?

A: Yes. Additional fee required. Please discuss in advance.



## 2025 SPECIAL USE PERMIT APPLICATION

Is this application for a:

- Small Event Special Use Permit (250 or less people)
- Large Event Special Use Permit (more than 250 people)

**\*READ THE SPECIAL USE PERMIT GUIDE BEFORE COMPLETING.**

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

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

Event Location: \_\_\_\_\_

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

Organization: \_\_\_\_\_

Business Address (street): \_\_\_\_\_

Business Address (city, state, and zip code): \_\_\_\_\_

Contact Mobile Number: \_\_\_\_\_

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

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

Setup Start: \_\_\_\_\_

Event Start: \_\_\_\_\_

Event End: \_\_\_\_\_

Event Exit: \_\_\_\_\_

Use a separate sheet of paper if more than one event date.

### ALL SUBMISSIONS MUST INCLUDE:

- Special Use Permit application
- Site Plan
- Timeline
- Noise Permit (if applicable)

### GENERAL INFORMATION

1. Type of Organization—government, non-profit, private? \_\_\_\_\_
2. Type of Event (concert, run/walk, craft fair, etc.): \_\_\_\_\_
3. Is event applying for a Noise Permit? \_\_\_\_\_

# SPECIAL USE PERMIT APPLICATION

4. List any other permits event is applying for: \_\_\_\_\_
5. Is event open to the general public? \_\_\_\_\_
6. Estimated attendance: \_\_\_\_\_
7. List any Park facilities or structures requested (e.g. shelter, park, stage, grounds, etc.):  
\_\_\_\_\_
8. Describe any admissions fees to be accepted during event: \_\_\_\_\_
9. Describe any donations/contributions to be accepted during event: \_\_\_\_\_

## STAGE, SOUND EQUIPMENT

10. Describe any entertainment: \_\_\_\_\_
11. List any performance stage being requested: \_\_\_\_\_
12. Describe any sound amplification equipment that will be used: \_\_\_\_\_
13. Who will be the sound technician on-site?  
Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## ELECTRICAL

14. Is event providing a generator as a power source? \_\_\_\_\_
15. Describe any other electrical needs: \_\_\_\_\_

## CERTIFICATE OF EVENT LIABILITY INSURANCE

16. Does the event have a Certificate of Event Liability yet? \_\_\_\_\_

## MARKETING

17. Describe event marketing (advertisements, social media, website, etc.):  
\_\_\_\_\_

## SIGNAGE

18. Describe any signs, banners, etc. to be displayed at event: Indicate locations on site map  
\_\_\_\_\_
19. Describe any displays, literature, pamphlets, or other types of solicitation:  
\_\_\_\_\_

## AMUSEMENT AND ENTERTAINMENT PERMIT

20. Does the event require an Indiana Department of Homeland Security Amusement and Entertainment Permit? \_\_\_\_\_

## VENDORS

21. List the number of vendors selling products or services at the event: \_\_\_\_\_

# SPECIAL USE PERMIT APPLICATION

## SAFETY

22. Who will be the person responsible for making safety decisions?

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

23. What are the plans for providing emergency/medical services? \_\_\_\_\_

## WEATHER

24. Who will be the person responsible for making weather/emergency decisions?

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

25. What are the plans for inclement weather? Include rain date/location if applicable.

26. How will people be notified of a cancellation? \_\_\_\_\_

## SECURITY

27. Who will be the event person responsible for handling security decisions?

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

## REQUEST FOR ALCOHOL AT EVENT

28. Is event requesting to sell or distribute alcohol? Describe. \_\_\_\_\_

29. What security agency will be providing security?

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

## TEMPORARY STRUCTURES

30. Describe any and all temporary structures such as tables, tents, booths, inflatables, etc. at the event: Include type and quantity. \_\_\_\_\_

## PARKING

31. What are the plans for parking? \_\_\_\_\_

## EVENT VEHICLES

32. Is event requesting any vehicles on park property other than a public parking area or street?

Describe. \_\_\_\_\_

## RESTROOMS

33. Are you providing additional portable toilets for the event? Indicate locations on site map.

34. If applicable, what company is providing the additional portable toilets?

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

35. WALDRON HILL BUSKIRK PARK ONLY—is event requesting restroom access at the Allison-Jukebox Community Center? \_\_\_\_\_

# **SPECIAL USE PERMIT APPLICATION**

## **GRILLING**

36. Is event planning on grilling? \_\_\_\_\_

## **TRASH REMOVAL AND EVENT CLEAN UP**

37. What are the plans to remove trash and clean up after the event site?  
\_\_\_\_\_

## **ANIMALS**

38. Is event requesting livestock or wildlife animals on site? Describe.  
\_\_\_\_\_

# SPECIAL USE PERMIT APPLICATION

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

**Read Carefully:**

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

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

I have read the Special Use Permit Guide and understand all of its terms. I have read this Special Use Permit Application release and understand all of its terms. I agree with these terms and sign voluntarily.

---

Signature Date

## SPECIAL USE PERMIT APPLICATION

### Appendix: Schedule of potential fees

If the permit is approved a final invoice will be sent to event organizer. No fees are due at the time of submission.

Permit Fee: SMALL EVENT SPECIAL USE PERMIT	\$150/day
Permit Fee: LARGE EVENT SPECIAL USE PERMIT	\$300/day
Park Damage Deposit	\$100/day
Vending Fee: 1 to 4 vendors	\$100/day
Vending Fee: 5 to 8 vendors	\$200/day
Vending Fee: 9 to 12 vendors	\$300/day
Vending Fee: 13 or more vendors	\$400/day
Switchyard Park	
Main Stage Damage Deposit	\$125/day
Main Stage Rental non-profit (501c3 required)	\$250/day
Main Stage Rental	\$400/day
Main Stage Fencing	\$240
Main Stage Rehearsal (non-performance)	\$50/hr
Secondary Lawn Rental	\$90/day
Activity Lawn Rental	\$90/day
Picnic Shelter Rental	\$120/day
Pavilion Lawn Rental	\$120/day
Waldron, Hill and Buskirk Park	
Stage Rental without lights, non-profit (501c3 required)	\$125/day
Stage Rental with theatrical lights, non-profit (501c3 required)	\$150/day
Stage Rental without lights	\$150/day
Stage Rental with theatrical lights	\$175/day
Stage Refundable Damage Deposit	\$50/day
Stage Rehearsal Fee	\$30/hr
Allison-Jukebox Restrooms Rental	\$30-\$50/hr
Alcohol Permit Fee	TBD
Misc. (additional charges as deemed necessary due to the size and scope of event and impact on park/facility)	TBD
Trash Removal or Property Damage fee (minimum \$100)	TBD



## 2025 SPECIAL USE PERMIT GUIDE

All documents and questions for Parks can be submitted to the Recreation Facilities General Manager at [marlerh@bloomington.in.gov](mailto:marlerh@bloomington.in.gov).

### PARKS PROPERTY VERSUS OTHER CITY PROPERTY

This guide relates only to City of Bloomington Parks and Recreation Department property. For use of other City of Bloomington property, such as streets, etc., contact the City of Bloomington Economic and Sustainable Development (ESD). <https://bloomington.in.gov/departments/esd>

### CRITERIA FOR A GATHERING TO NEED A SPECIAL USE PERMIT

Any public gathering on Park property that meets ANY of the criteria below are required to obtain a Special Use Permit.

- 100+ participants at the event.
- Advertising or marketing to the general public.
- Selling and/or distributing food, goods, or services to the public.
- Charging admission or similar fees to the public.
- Use of temporary structures during the event (such as tents, inflatables, porta-lets, etc.).
- Use of one of the stages.
- Amplified music.
- Organized walk, run, or parades (may also require other permits depending upon route).
- Requests for exclusive use of locations normally intended for first-come, first-served, public activities (such as pickleball courts, skate park, etc.).
- Requests for exclusive use of locations not normally accessible by the public.

### DIFFERENT TYPES OF PARK PERMITS

Parks offers various permits based upon location and use. Visit <https://bloomington.in.gov/parks/rentals/mobile-stages> for information and access to each permit.

Park staff contacts for submission or questions included.

- |  |  |
|--|--|
| <input type="checkbox"/> Small Event Special Use Permit (250 or less people)   | <a href="mailto:marlerh@bloomington.in.gov">marlerh@bloomington.in.gov</a>           |
| <input type="checkbox"/> Large Event Special Use Permit (more than 250 people) | <a href="mailto:marlerh@bloomington.in.gov">marlerh@bloomington.in.gov</a>           |
| <input type="checkbox"/> Peoples Park/Hopewell Permit                          | <a href="mailto:ritterc@bloomington.in.gov">ritterc@bloomington.in.gov</a>           |
| <input type="checkbox"/> Hourly Park Permit                                    | <a href="mailto:shelby.drake@bloomington.in.gov">shelby.drake@bloomington.in.gov</a> |
| <input type="checkbox"/> Mobile Stage Rental                                   | <a href="mailto:ritterc@bloomington.in.gov">ritterc@bloomington.in.gov</a>           |
| <input type="checkbox"/> Noise Permit  | <a href="mailto:marlerh@bloomington.in.gov">marlerh@bloomington.in.gov</a>           |
| <input type="checkbox"/> Filming Permit  | <a href="mailto:rameyj@bloomington.in.gov">rameyj@bloomington.in.gov</a>             |
| <input type="checkbox"/> Scientific Study Permit                               | <a href="mailto:cotters@bloomington.in.gov">cotters@bloomington.in.gov</a>           |

# SPECIAL USE PERMIT GUIDE

## APPLYING FOR A SMALL EVENT OR LARGE EVENT SPECIAL USE PERMIT

### 1. Event Organizer Submits Special Use Application

Special Use Permit application must be submitted at least eight weeks prior to event and include the following:

- Special Use Permit application.
- Site Plan.
- Timeline of event day activities, including load in/load out, etc.
- Noise Permit application (if applicable).

### 2. Once Submitted

- Parks will check date for other events conflicts, maintenance conflicts.
- Parks may ask for additional information.

### 3. If Approved by Parks

- From submission to approval the process may take three to five weeks. Incomplete information, missing forms, etc. may delay the process.
- Organizer will receive a Letter of Approval and Invoice from Parks.
- Organizer is then responsible for all required documents and payments of fees.

### 4. At Least Two Weeks Before Event

APPROVAL IS FORFEIT without submittal of all required permits, documents, and payment of fees, at least two weeks prior to the event.

- Payment of fees.
- Certificate of Event Liability Insurance.
- Either a caterer's alcohol license or State of Indiana Temporary Alcohol Permit (if applicable).
- Other permits or planning documents as required by Parks on Approval Letter.

## SITE PLAN

### REQUIRED DURING SUBMISSION OF SPECIAL USE PERMIT APPLICATION

A site plan is required to apply for a Special Use Permit. It should be a map (or maps) with all event activities and vendors clearly marked for all events.

- The Switchyard Park website includes a variety of planning maps and floorplans to facilitate event planning. <https://switchyardpark.com/>
- City of Bloomington GIS can be used to create maps. <https://bloomington.in.gov/departments/esd>
- Google or other maps are acceptable.

Runs/walks must additionally include a route map. Route maps should include route signage, volunteers, etc. Parks suggest using these website to plan the route.

- On the Go Maps <https://onthegomap.com/#/create>.
- Foot Path App <https://footpathapp.com/map>.

For Runs/walks crossing a city street options are:

# SPECIAL USE PERMIT GUIDE

- Contact the City of Bloomington Economic and Sustainable Development (ESD) <https://bloomington.in.gov/departments/esd> for a special event or block party permit to close down the street(s).
- Contact the City of Bloomington Police Department (BPD) and ask for traffic control officers. Note: BPD has very limited resources for this type of activity.
- Post a volunteer at busy intersections and follow traffic laws concerning safe crossings. Parks recommend this option.

## TIMELINE OF EVENT DAY ACTIVITIES

### REQUIRED DURING SUBMISSION OF SPECIAL USE PERMIT APPLICATION

A timeline is required to apply for a Special Use Permit. A detailed timeline should include not only specific start and ending time of activities, but also setup/load-in, tear down/load-out times, and exit times.

- Park and trail operating hours are 5:00 am to 11:00 pm. Events and event tear down must exit before 11:00 pm.
- Items may NOT be left in the park overnight without special clearance (portable toilets, tents, sound equipment, etc.). Additional fee may apply.

## NOISE PERMIT

### REQUIRED DURING SUBMISSION OF SPECIAL USE PERMIT APPLICATION

If the event includes amplified music a Noise Permit is required.

- Event Organizer must comply with all City of Bloomington's Ordinances regarding acceptable noise levels. See City of Bloomington Municipal Code, Noise Ordinance, Title 14, Chapter 14.09. [Noise Violations | City of Bloomington, Indiana](#)
- Event Organizer must comply with all federal and state copyright laws.
- Approval of a Noise Permit does not exempt Event Organizer from being in violation of ordinances or laws.
- For events on Park property there is the Parks Noise Permit. For events on other city property there is the ESD Noise Permit. The two permits are nearly identical. Check the signatory line to see you have the correct version.
- OBSCENITIES OR VULGAR LYRICS ARE PROHIBITED. If abused, this can result in the event immediately being stopped.
- Amplified music is not approved after 9:00 p.m.

## STAGE, SOUND EQUIPMENT

See Noise Permit.

- Stage use for performances requires a Noise Permit.
- Services and prices differ between stages. See Special Use Permit application.
- Parks does not provide sound techs at permanent stages. If necessary, Event Organizer to provide.

# SPECIAL USE PERMIT GUIDE

- Event Organizer is responsible for providing sound equipment.
- For locations without a permanent stage, the Mobile Stage can be requested <https://bloomington.in.gov/parks/rentals/mobile-stages>. Additional fees may apply.

## ELECTRICAL AND WIFI ACCESS

- Park properties have varying levels of electrical and Wi-Fi access. Event Organizer should check in advance. Additional fees may apply.

## CERTIFICATE OF EVENT LIABILITY INSURANCE

### REQUIRED AT LEAST TWO WEEKS PRIOR TO EVENT

The Event Organizer shall maintain comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) for bodily injury per person in any one occurrence and Two Million Dollars (\$2,000,000) in any one occurrence for all persons in that occurrence. Property damage shall be in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence.

THE POLICY SHALL NAME THE CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND THE RENTER AS ADDITIONAL INSURED PARTIES, and the organizer shall provide Parks with a certificate of insurance at least two (2) weeks before the event. If the organizer, applicant, or their guests will be driving onto Parks property, each automobile must have Automobile Liability Insurance.

- Large Event Special Use Permits or events with specific risk concerns may be required to have higher amounts.
- Event Organizer should send Certificate of Event Liability to [marlerh@bloomington.in.gov](mailto:marlerh@bloomington.in.gov)

## MARKETING

### DO NOT BEGIN MARKETING UNTIL PERMIT IS APPROVED BY PARKS

- Include marketing examples with Special Use Permit Application if possible.
- Parks cannot promote outside events using Parks resources, such as social media, unless it's for a pressing informational need for the public. For example a large event cancellation.
- Event Organizer can tag Parks locations on social media.  
Instagram - @btownparks  
Face Book - Switchyard Park - City of Bloomington  
location hashtags - #switchyardpark, #bryanpark, #waldronhillbuskirk, etc

## SIGNAGE

In general, Park Policy prohibits any outside signs on any Park property. As part of the permit, signage may be allowed with the following guidelines.

- NO signage is allowed on Park property before the day of the event.
- NO signage is allowed on Park property not related to the location of the event.
- Signage locations must be indicated on the site map.

# SPECIAL USE PERMIT GUIDE

- On the day of the event, signage is allowed at that park location for marketing and directions. Yard signs are allowed. Banners are allowed at some locations.
- Signage must be removed at end of event. Failure to remove signage may result in a Trash Removal Fee being assessed.

## AMUSEMENT AND ENTERTAINMENT PERMIT

REQUIRED AT LEAST TWO WEEKS PRIOR TO EVENT, IF APPLICABLE

It is the responsibility of the organizer to contact the Indiana Department of Homeland Security to verify if event requires an Amusement and Entertainment Permit and inspection.

<https://www.in.gov/dhs/fire-and-building-safety/code-enforcement/application-for-amusement-and-entertainment-permit/>

## VENDORS

- Fees apply per number of commercial vendors. This would include a food truck, merchandise seller, etc. See Special Use Permit Application.
- Event Organizer is responsible to ensure all food vendors have the proper permits and licenses.
- There may be restrictions on where vendors can setup. Vendor locations should be indicated on the site map.
- There is no fee for non-commercial vendors.
- Parks reserves the right to prohibit a vendor.

## SAFETY

- Parks encourages Event Organizer to designate a safety officer and have a safety plan.
- Parks reserves the right to require emergency/medical services on site.

## WEATHER

- Event Organizer may choose to cancel an event due to weather. Parks must be notified when the decision is made.
- Parks reserves the right to cancel the event in cases of weather, severe property damage, or the best interests of the City of Bloomington.
- See Cancellation Policy.

## SECURITY

- Parks reserves the right to require Event Organizer to hire security at events.
- In the event of an emergency at the event, Event Organizer must notify on site Parks staff. If no Park staff available, contact 812-349-3961 or marlerh@bloomington.in.gov within 24 hours of the emergency. Parks may request a written report of the emergency.

# SPECIAL USE PERMIT GUIDE

## REQUEST FOR ALCOHOL AT EVENT

*ALL DOCUMENTATION, LICENSES, PERMITS ARE REQUIRED AT LEAST TWO WEEKS PRIOR TO EVENT*

In addition to an approved park permit application, rental groups requesting to serve beer or wine event must submit a proposal including how the following guidelines will be met before qualifying for a temporary alcohol permit.

### General Guidelines:

- Beer and wine are the ONLY alcoholic beverages permitted for sale or distribution on Parks property.
- Alcohol requests will ONLY be considered for public events.
- Private events with closed invitations like family reunions, weddings, etc. will not be considered for alcohol sales in the parks.
- Alcohol may be considered for private events with closed invitations like family reunions, weddings, etc. ONLY at the Switchyard Park Pavilion
- Alcohol requests at Switchyard Park will be approved/denied by the Recreation Facilities General Manager.
- Alcohol requests at any Park locations other than Switchyard Park, must be recommended by the Recreation Facilities General Manager, then approved/denied by Board of Park Commissioners and the Parks and Recreation Services Director.
- Alcohol requests at any Park locations other than Switchyard Park should add at least eight weeks to the application timeline to allow for Board of Park Commissioners approval.

### Application Process:

- An approved Park Special Event Permit Application must be on file and the rental group in good standing with the City of Bloomington Parks and Recreation Department
- Once obtained, a copy of the approved Temporary Beer/Wine Authority/Type 118 or a copy of an approved Catering Authority/Type 222 Application from the State of Indiana, Alcohol & Tobacco Commission must be on file with Bloomington Parks and Recreation.
- Rental group(s) shall employ a licensed security company to be present throughout the event and/or anytime alcohol is present. The number of security needed will be determined by Bloomington Parks and Recreation staff and will be dependent on site set up and size/scope of event.
- Fencing plans must be included as part of the proposal and installation methods approved by Bloomington Parks and Recreation prior to event. Fencing may not be staked without prior approval. Plastic snow fencing will not be allowed. At some locations Parks may be able to provide fencing for an additional fee.

## SPECIAL USE PERMIT GUIDE

- ❑ The detailed floor plan, map or diagram on file with the State of Indiana, Alcohol & Tobacco Commission must also be submitted with the proposal to Bloomington Parks and Recreation. Once approved, floor plan, map or diagram may not be altered.
- ❑ Anyone entering the bar area where alcohol is served must be over 21 and wearing either a wrist band or hand stamp indicating that they are of legal age to consume alcohol.
- ❑ There must be signage indicating specific time range of when alcohol will be served and maximum amount of alcohol that can be purchased per sale.
- ❑ Alcohol Permit fee is \$200 or ten percent of gross, whichever is greater (alcohol permits granted on a case by case basis and require additional paperwork and approval by the Board of Park Commissioners).

Temporary Permit Application Instructions:

[https://www.in.gov/atc/files/2015\\_Temp\\_Permit\\_App\\_Instructions.pdf](https://www.in.gov/atc/files/2015_Temp_Permit_App_Instructions.pdf)

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

1. *There must be a **well-defined premises** i.e. building, tent, enclosure, or fenced-in or designated area.*
2. *You **must** submit a floor plan or diagram. If minors are present, you must have a defined separation between the bar area and family area. (Must be on floor plan.)*
3. *There shall be **NO** carry-out privileges, **NO** carry-in privileges, and **NO** spirituous beverages allowed.*
4. *Each applicant must designate an individual to be responsible for the event and such person must sign the authority.*
5. ***ANY** and **ALL** persons dispensing or accepting payment for alcoholic beverages **MUST POSSESS** a valid ATC employee permit.*
6. *The event must meet applicable Indiana State Board of Health requirements, particularly with regard to restroom facilities.*
7. *If the event is held in a town park, you must have approval from the town board.*
8. *Legal hours of dispensing alcoholic beverages (Prevailing time)  
Monday through Saturday – 7 a.m. to 3 a.m. the following day  
Sunday – 7 a.m. to 3 a.m. the following day*
9. *Applicant **must** file with the district ATC office at which the event will be held at least 5 days prior to the event. Failure to comply is grounds for denial.*
10. *The authority (permit) must be posted in the most conspicuous place at the location of the event. An excise officer or commissioner, for good cause, has the authority to revoke a temporary permit during the event.*

Indiana State Regulations for Catering Authority (Permit) include:

1. *The exact address of the proposed catered event must be disclosed upon the application form.*

## SPECIAL USE PERMIT GUIDE

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

### TEMPORARY STRUCTURES

- Use of temporary structures, including tents and inflatables, must be cleared in advance.
- STAKING DOWN TEMPORARY STRUCTURES IS PROHIBITED. Temporary structures must be weighted down. This includes tents, inflatables, etc.
- No tables, tents, or signage is allowed to block or impede trails.

### PARKING

- Parks encourages Event Organizer to assess the parking situation during the planning stages.
- Parks encourages Event Organizer to provide specific instructions to volunteers and vendors where to park.
- Large Event Organizers will be required to provide a detailed Parking Plan.

## **SPECIAL USE PERMIT GUIDE**

- All Parks properties have some accessible parking spaces.

### **EVENT VEHICLES**

- NO vehicles are allowed on Parks property without advance consent. Any vehicles approved in parks must have scheduled ENTRANCE/EXIT TIMES and must be ‘WALKED IN’ by an individual. At Switchyard Park, this includes food trucks, vendors unloading/loading at the Pavilion, equipment and performer vehicles behind the Switchyard Park Main Performance Stage, etc.
- Event vehicles must have arrival and departure times listed on the Timeline.
- Any damage resulting from vehicles will be the responsibility of the event organizer.

### **RESTROOMS**

Parks requires one public toilet for every 150 participants at an event. If number needed exceeds what park has available, it will be the event organizer’s responsibility to acquire the necessary number of portable toilets.

- Unless special arrangements are made in advance with Parks, portable toilet drop off and pick up must be day of the event. Additional fess may apply.
- At Waldron, Hill, Buskirk Park, the Event Organizer may request restroom access at the Allison-Jukebox Community Center. Additional fess may apply.

### **GRILLING**

- Grilling in parks is only allowed where grills have been permanently installed by Parks.
- Personal grills are not permitted.
- Fire pits are not allowed.
- The dumping of hot coals or grease on Park property is not allowed. If either is found after an event, a Trash Removal Fee will be assessed.

### **TRASH REMOVAL AND CLEAN UP, PROPERTY DAMAGE**

- Event Organizer must clean up litter and debris before leaving or be subject to a Trash Removal Fee of a MINIMUM of one hundred dollars (\$100.00).
- All Parks properties have existing trash disposal containers on site. If trash exceeds trash disposal container capacity, Event Organizer must have a plan for removal.
- Property damages related to the event, either from the Event Organizer, vendors, or public will be billed against the damage deposit. In cases, where the damage amounts exceed the damage deposit the Event Organizer will be billed for the remaining amount.

### **ANIMALS**

- Service animals are legally allowed in any public space where people are allowed.
- Well-behaved, leashed emotional support animals, therapy animals, and pets are allowed at outside events in any public space.

## **SPECIAL USE PERMIT GUIDE**

- Well-behaved, leashed emotional support animals, therapy animals, and pets may be allowed or prohibited by choice of event organizers in an enclosed private event space. Signage required.
- Livestock or wildlife animals must be cleared in advance. Either a state/federal education permits or City of Bloomington Animal Control Animal Exhibition, Transient Permit is required.
- Out of control animals or animals that represent a safety issue may be removed.
- Event Organizer is responsible for all cleanup and damage done by animals.

### **CANCELLATION POLICY**

- If the event cancels due to weather, event will not receive any refund.
- If the event cancels less than two weeks prior to the event, event will not receive any refund.
- If the event cancels two to four weeks before the event, event may receive a partial refund of one-half the paid fees.
- If the event cancels four weeks or more prior to the event, event may receive a full refund of all paid fees.

### **BEHAVIOR GUIDELINES**

See Park Policies 11080 for a complete list of Behavior Guidelines.

- The violation of federal, state, or local laws and ordinances will not be permitted at the Bloomington Parks and Recreation Department or on its property.
- Tobacco, alcohol, illegal drugs are prohibited on Bloomington Parks and Recreation Department property.

### **FIREARMS**

Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy. Signage will be required and a copy of the policy must be sent to the Recreation Facilities General Manager at least two weeks prior to the event.

### **COVID-19 GUIDELINES**

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is

## **SPECIAL USE PERMIT GUIDE**

enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify [Contractor/Partner/Agency] of any such termination and the reasons therefore in writing.

**C-8** Agenda item

Admin. Approval: TS  
Date: 11/20/24

**TO:** Board of Park Commissioners  
**FROM:** Daren Eads, Sports Facility Coordinator  
**DATE:** December 10, 2024  
**SUBJECT:** REVIEW AND APPROVAL OF THE 2025 SERVICE AGREEMENT WITH  
PHOTIZO, LLC (dba FISH WINDOW CLEANING)

**Recommendation**

Staff recommends the review/approval of the Photizo, LLC (dba Fish Window Cleaning) service agreement for the Parks department. Total amount of service agreement not to exceed: \$8,600. There are no changes to the service agreement in 2025, with fees and charges remaining the same as 2024.

wFunding sources to pay for these services will be 201-18-185000-53610 NR (TLRC), 200-18-187202-5360 GF (Winslow), 200-18-187208-53650 GF (Olcott), 200-18-187001-53610 GF (TLSP), 200-18-182001 GF (Bryan), 200-18-182002-53610 GF (Mills), 200-18-182500-53610 GF (FSC), 200-18-1835000-53610 GF (Golf); and 200-18-189006-53610 GF (SYP).

**Background**

Fish Window Cleaning provides interior and exterior window cleaning, as well additional maintenance services including gutter cleaning, painting services, and construction clean-up. Typically, we use this service on an “as needed” basis.

**RESPECTFULLY SUBMITTED,**



**Daren Eads**  
**Sports Facility Coordinator**

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
PHOTIZO, LLC (dba FISH WINDOW CLEANING)**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Photizo, LLC (dba Fish Window Cleaning) ("Contractor").

**Article 1. Scope of Services.** Contractor shall provide repair, service, test, and/or disinfect, the indoor turf and rubberized track surfaces at City park properties and facilities ("Services"). Contractor shall provide the Services for an hourly rate of Sixty Five Dollars (\$65.00), plus materials, regardless of the time of day ("Services"). Specific scopes of work will be quoted individually, approved by the Department, and communicated to the Contractor in writing before work commences. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for Twin Lakes Recreation Center; Cody Martin for Twin Lakes Sports Park and Winslow Sports Complex; Hsiung Marler for Switchyard Park as the Department's Project Managers. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation.** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Thousand Six Hundred Dollars (\$8,600.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule.** Contractor shall perform the Services as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of

whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 for each accident); C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider – The limits required are Workers Compensation – Statutory; and Employers Liability -- \$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under the General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes or cancellation of required insurance to the City within ten (10) days.

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

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

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

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

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

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

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

**Article 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department: City of Bloomington Parks and Recreation Department, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: Tommy Richardson, Fish Window Cleaning, PO Box 78885, Bloomington, IN 47407.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

**[Signatures are on the following page.]**

Below signatures are for the "SERVICE AGREEMENT/SHORT CONTRACT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PHOTIZO, LLC (dba FISH WINDOW CLEANING)."

**CITY OF BLOOMINGTON**

**PHOTIZO, LLC (dba FISH WINDOW CLEANING)**

\_\_\_\_\_  
Margie Rice, Corporation Counsel DATE

\_\_\_\_\_  
Signature DATE

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

\_\_\_\_\_  
Tim Street, Director DATE  
Parks and Recreation Department

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**PHOTIZO, LLC (dba FISH WINDOW CLEANING)**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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



## STAFF REPORT

**C-9** Agenda item

Admin. Approval: TS  
Date: 12/4/24

**TO:** Board of Park Commissioners  
**FROM:** Clarence Boone, Facility/Program Coordinator  
**DATE:** December 10, 2024  
**SUBJECT:** REVIEW/APPROVAL OF FARMERS' MARKET ADVISORY COUNCIL APPOINTMENTS

### Recommendation

Staff recommends the appointment of the following to the Farmers' Market Advisory Council:

1. Julia Fox – Customer Representative
2. Karshin Nair – Customer Representative
3. John Norton – Farm Vendor

### Background

The Farmers' Market Advisory Council consists of 11 members representing Market vendors, customers and food and beverage artisans. The Council acts in an advisory capacity to the Board of Park Commissioners and Park staff on policy matters relating to the Farmers' Market. We received four applications.

### New Prospective Applicant Qualifications

**Julia Fox** has shopped at the market every week for more than 10 years and considers herself to be a "localvore" - She eats local produce grown in season and buys meat from local farmers. Most of her food is purchased at the farmers market. She is on a first-name basis with many of the farmers and wants the market to remain a vibrant part of our community. She credits her love for the BCFM to the caring assistance several vendors rendered during her husband's long battle with cancer. That genuine concern helped to endear her to our Bloomington Community Farmers' Market. Julia has great familiarity with the Market and has observed its operations first hand. She'll make an excellent addition to the Market.

**Karshin Nair**, as a student, wants to help make others' lives more enjoyable, and being a part of Farmers' Market Advisory Committee would allow him to do so. Furthermore, since moving to Bloomington he has fallen in love with the City. Previously, he served on the Youth Advisory Council for his local Illinois representative. In that position, he had to converse with community members and develop ideas for legislation that would benefit their district. In that position, he learned the value of perspective and the context it can provide in any situation.

**John Norton** has been a vendor at the Bloomington Community Farmers Market since 2022. He operates "BloomingShrooms" specializing in gourmet indoor grown mushrooms. Prior to becoming a full time farmer several years ago, he spent about fifteen years in the tech industry in a variety of roles from teaching at DevBoot camp in Chicago to mobile and web application developer, principal product owner and business development consultant for several tech startups.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink that reads "Clarence W. Boone". The signature is written in a cursive style.

---

Clarence Boone, Program/Facility Coordinator

**Farmers' Market Advisory Council (3 Vacancies)**[Back to applications](#)

No Seats Selected

**Julia Fox****Email**

jurfox@iu.edu

**Phone Number**

8123301836

**Address**

3504 E. Hollywood Drive

**City**

Bloomington

**Zip**

47408

**Do you live in the city limits?**

Yes

**Occupation**

IU faculty

**How did you hear of this opening?**

City Staff

**If other, please describe:****Please explain your interest**

I have shopped at the market every week for more than 10 years and consider myself to be a "localvore" - I eat local produce grown in season and buy meat from local farmers. Most of my food is purchased at the farmers market. I am on a first-name basis with many of the farmers and want the market to remain a vibrant part of our community.

**Please describe your qualifications**

As noted above, I have shopped weekly at the market for more than a decade and am very familiar with how it is run and how it has changed over the years. I have many friends who regularly shop at the market as well, so I am very familiar with the customers' perspectives.

---

**Include a resume (optional)**

## Farmers' Market Advisory Council (3 Vacancies)

[Back to applications](#)

No Seats Selected

### Karshin Nair

**Email**

kgnair@iu.edu

**Phone Number**

6302861474

**Address**

1101 N Fee Lane, Building Bordner- Room 104

**City**

Bloomington

**Zip**

47406

**Do you live in the city limits?**

Yes

**Occupation**

Student

**How did you hear of this opening?**

Other

**If other, please describe:**

An advisor told me its a great way to get involved in the Bloomington Community

**Please explain your interest**

As a student, I have always been enamored with being in the decision-making chair. I want to help make others' lives more enjoyable, and being a part of a board/commission on the Bloomington City Council would allow me to do so. Every position that I selected, has a direct influence on the majority of Bloomington citizen's lives. In the future, I would like to step into the public sphere, and a place on a board/commission would give me immense experience on how to affect the community around you, a community that you are a part of. Furthermore, since moving to Bloomington I have fallen in love with the City. Being able to enact change in a place that I have grown

to love, would be incredible. Overall, having a position on a board/commission would give me astonishing experience to rely on in the future, and the satisfaction of creating a better community around me in the present.

---

**Please describe your qualifications**

Previously I served on the Youth Advisory Council for my local Illinois representative. In that position, we had to converse with community members and develop ideas for legislation that would benefit our district. In that position, I learned the value of perspective and the context it can provide in any situation. Furthermore, my experience as Men's Wearhouse taught me to understand where people are coming from, and how that context may influence their personal decisions. I would then use that to identify what options we carry would fit their needs. This position required me to develop the ability to quickly analyze the situation, and mend any gaps between what the customer has, and what our store has to offer. Lastly, in my short time as a member of Mock Trial, I have moved into a role as a team captain, in which I have to manage members' schedules and keep the team focused on one common goal. The leadership experience has taught me to how to get the very best out of people, and how to suit everyone's individual needs.

---

**Include a resume (optional)**

KarshinNairResume.pdf

## Farmers' Market Advisory Council (3 Vacancies)

[Back to applications](#)

No Seats Selected

### John Norton

**Email**

john.j.norton@gmail.com

**Phone Number**

6304008028

**Address**

4224 E Cambridge Dr

**City**

Bloomington

**Zip**

47408

**Do you live in the city limits?**

Yes

**Occupation**

Farmer

**How did you hear of this opening?**

City Staff

**If other, please describe:****Please explain your interest**

I have been a vendor at the Bloomington Community Farmers Market for several years.

**Please describe your qualifications**

Prior to becoming a full time farmer several years ago, I spent about fifteen years in the tech industry in a variety of roles from teaching at DevBootcamp in Chicago to mobile and web application developer, principal product owner and business development consultant for several tech startups.

**C-10** Agenda item

Admin. Approval: 10/30/24  
Date: TS

**TO:** Board of Park Commissioners  
**FROM:** Mark Sterner, TLRC General Manager  
**DATE:** November 12, 2024w  
**SUBJECT:** Partnership Agreement with Macros and Nutrition of Bloomington

### Recommendation

Staff Recommends approval of this agreement. The total revenue from this agreement is estimated at \$10,000. The revenue is deposited in concession line 201-18-185006-43290.

### Background

The TLRC wishes to partner with Macros and Nutrition of Bloomington on the sales of food and drink supplements. All items considered are packaged and bottled. Macros and Nutrition plans to transact sales through a self-service kiosk. The vendor is required to pay the department 35% of all profits. Steps were taken, considering the details of the business arrangement, to procure two other supplement retail stores in Bloomington. Both declined interest in this concept at the TLRC.

RESPECTFULLY SUBMITTED,



Mark Sterner, TLRC General Manager



CITY OF BLOOMINGTON  
Parks and Recreation

## **COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP Macros and Nutrition of Bloomington**

This Agreement is made and entered into the last date indicated on the signature lines below, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Macros & Nutrition Bloomington.

WHEREAS, BPRD and Macros & Nutrition Bloomington desire to cooperate in the provision of product sales at the Twin Lakes Recreation Center; and

WHEREAS, Macros & Nutrition Bloomington is qualified to perform such services for BPRD; and

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

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

### **1.0 Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership, which will provide supplement sales for the constituents of the Twin Lakes Recreation Center by combining available resources from each party to the Agreement.

### **2.0 Duration of Agreement:**

This Agreement is in effect from the date of signing until October 1, 2025, unless terminated earlier as provided under Article 7.0. The Parties may renew this Agreement on or before October 1, 2025 for an additional one-year term.

### **3.0 Bloomington Parks & Recreation:**

3.1 The goal of BPRD is to provide healthy food options for the constituents of the Twin Lakes Recreation Center.

3.2 Provide a storefront location in the west side of the Twin Lakes Recreation Centers entry foyer:

1. Promotion materials: TLRC’s CCTV, program guide and website.
2. Provide electrical outlets for product refrigeration, promotional television, self-service checkout kiosk and closed circuit cameras to protect against loss.
3. Installation of door closing off the east side of the foyer from the west side store front.
4. Supply staff for stocking purposes in between Macros & Nutrition Bloomington routine visits.

5. Collect percentage payments on the 1st of each month on thirty five percent (35%) of gross profits.
6. Review monthly sales reports from Macros & Nutrition and monitor compliance under 4.2.4.

**4.0 Macros & Nutrition Bloomington:**

- 4.1 The goal of Macros & Nutrition Bloomington is to supply health supplement food and drink options to the constituents of the Twin Lakes Recreation Center.
- 4.2 Macros & Nutrition Bloomington agrees to:
  1. Provide and maintain the following: refrigeration, cashless self-service check out kiosk, product involving food and drink supplement products decided on by TLRC management.
  2. Routinely order and stock items to be sold.
  3. Pay thirty five percent (35%) of all profits to BPRD by or before the first of each month. Payment shall be made via check, which shall be sent to:  
  
Bloomington Parks and Recreation  
Attn. Mark Sterner  
P.O. Box 848  
Bloomington, IN 47402
  4. Provide sales reports to BPRD on or before the fifth of each month which provide detailed information on the costs, income, and profits for the prior month.
  5. Source an internet provider to set up an independent connection for security cameras and self-service checkout.
  6. Install and update promotional television.
  7. Provide and maintain self-service check out kiosk.
  8. Provide and maintain camera system to prevent loss.
  9. Responsible for branding decals and logos to promote the business.
  10. Responsible for any loss of product that might occur through theft.

**5.0 Agreement Terms Mutually Agreed To By All Partners to This Agreement.**

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between Macros & Nutrition Bloomington and BPRD. However, the parties understand that while information about the M&N store will be included on some TLRC media, the City cannot endorse any such products sold by M&N.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.

- 5.3 Macros and Nutrition Bloomington shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and Macros and Nutrition Bloomington shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. Macros and Nutrition Bloomington and its insurer shall notify Parks with in (10) days of any insurance changes or cancellation.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5 Macros & Nutrition Bloomington is recognized as having the expertise and experience to operate safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- 5.6 The location of the program shall be provided by Macros & Nutrition Bloomington at the Twin Lakes Recreation Center at 1700 W. Bloomfield Road., Bloomington, IN.
- 5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.
- 5.8 Pursuant to Indiana code Sections 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), Macros & Nutrition Bloomington may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If Macros & Nutrition Bloomington such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.
- 5.9 The parties will evaluate this Agreement and the services provided during the month of September, 2025, to determine whether the parties wish to renew the agreement.
- 5.10 Macros & Nutrition Bloomington shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of Macros & Nutrition Bloomington under this Agreement. This includes claims for personal injury, property damage, theft or loss, or any other type of claim which might be brought against Macros & Nutrition Bloomington, its employees, agents or patrons, by any third party, even if caused by the negligence of Releases. Macros and Nutrition Bloomington further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Macros and Nutrition Bloomington, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Macros and Nutrition Bloomington's knowledge or consent.

**6.0 Notice:**

- 6.1 Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

**Macros & Nutrition Bloomington**  
Nicholas Potts & Michael Downey

**BPRD**  
Mark Sterner  
1700 W. Bloomfield Road  
Bloomington, IN 47403  
(812) 349-3768

**7.0 Termination**

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

**8.0 E-Verify:**

Macros & Nutrition Bloomington is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program that are 18 years of age or older. (This is not required if the E-Verify program no longer exists). Macros & Nutrition Bloomington shall sign an affidavit, attached as Exhibit A, affirming that does not knowingly employ an unauthorized alien. Macros & Nutrition Bloomington shall require any subcontractors performing work under this contract to certify to Macros and Nutrition Bloomington 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. Macros & Nutrition Bloomington shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

Signed and Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Macros & Nutrition Bloomington:**

\_\_\_\_\_  
Aaron Potts, Co-owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Downey, Co-owner

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON:**

\_\_\_\_\_  
Tim Street, Administrator, BPRD

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Margie Rice, Corporate Counsel

\_\_\_\_\_  
Date



**C-11** Agenda item

Admin. Approval: Initials  
Date: Approval date

**TO:** Board of Park Commissioners  
**FROM:** Chris Hamric, Facility Manager  
**DATE:** 12/10/2024  
**SUBJECT:** Frank Southern Sound System Repair

### Recommendation

This repair was approved as an emergency purchase through the Controller's Office.

### Background

Our sound system stopped working and we needed to have it repaired as quickly as possible.

**RESPECTFULLY SUBMITTED,**



**Chris Hamric, Facility Manager**

**STANDARD CONTRACT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
KingSnake Sound Company  
FOR  
Replacement/Repair of Sound System at FSC**

This Agreement, entered into on the date last indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and KingSnake Sound Company (“Contractor”).

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before 12/06/2024 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nine Thousand Eight Hundred and Sixty-Seven Dollars(\$9,867.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Chris Hamric, Facility Manager  
City of Bloomington Parks and Recreation  
401 N. Morton St. Suite 250 Bloomington, IN 47404

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**Article 14. Insurance**

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

- A. Comprehensive General Liability Insurance
  - i. \$1,000,000 for each occurrence;
  - ii. \$1,000,000 personal injury and advertising injury;
  - iii. \$2,000,000 products and completed operations aggregate; and
  - iv. \$2,000,000 general aggregate.
- B. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- C. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.

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

Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Contractor:**

City of Bloomington Parks and Recreation	KingSnake Sound Company
Attn: Chris Hamric, Facility Manager	Attn: Chris Ramsey
401 N. Morton St. Suite 250	4002 S. Eastmont Ave.
Bloomington, IN 47404	Bloomington, IN 47403

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

The Parties have effectuated this Agreement by executing it on the day and year last written below.

**CITY OF BLOOMINGTON**

Signed By  
Margie Rice 11/25/2024  
79B1E931F43E4C6...  
Margie Rice, Corporation Counsel DATE

**KINGSSNAKE SOUND**

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
Tim Street, Director DATE  
Parks and Recreation Department

\_\_\_\_\_  
NAME and TITLE

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

**EXHIBIT A**

**“Scope of Work”**

The Services shall include the following:

Replacement of amplifiers and control unit and rewiring to existing speakers to repair our sound system at the Frank Southern Ice Arena.

## **EXHIBIT B**

### **“Project Schedule”**

The project is desired to be completed by December 6, 2024. This may be extended due to challenges with holidays, etc. The project is desired to be completed as soon as possible.



**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 \_\_\_\_\_, 2024.

KINGSSNAKE SOUND

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**C-12** Agenda item

Admin. Approval: TS  
Date: 12/5/2024

**TO:** Board of Park Commissioners  
**FROM:** Kim Clapp, Office Manager  
**DATE:** December 10, 2024  
**SUBJECT:** 2025 Price Schedule

### Recommendation

Staff request the Board of Park Commissioners review and approve the 2025 Price Schedule.

### Background

An Executive Summary of the proposed changes was presented to the Board of Park Commissioners at the November 12, 2024 Park Board Meeting. Since that time, the following items were changed, corrected, or added to the proposed 2025 fees:

#### **Page 8 – April Market**

**Corrections – change was not included in draft copy.**

Small space, senior rate (only available to 2024 senior vendors) the rate increase from \$52 to \$60, and daily rate removed. This is based on 4 Market days.

#### **Page 12- Frank Southern Ice Arena**

**Correction – item should not have been removed from draft copy**

Added line for skate rental \$2 fee

Added line “Prices listed are for 2025/2026 Season – October 2025 through March 2026

#### **Page 13 - Golf Services**

**Corrections – items were not removed or added to the draft copy.**

Remove spouse season pass

Remove senior spouse season pass

Remove family senior pass

Removed family season pass

Remove Banquet Room per any day of the week

Added Proshop items – fee range of \$1-\$1,000

#### **Page 16 – Switchyard Park**

**Corrections – items were not correct in draft**

Pavilion Rental (4 hour minimum) weekdays M-Th 8am-5pm) rate increased from \$65 per hr. to \$70 for Category B and Category C

Pavilion Projector/Screen Use should have been listed as “No Charge” for Category A.

**Page 21- Miscellaneous**

**Correction – item was not listed in draft**

Added Memorial/Legacy – tree/bench/plaque fee range of \$300 - \$2,500

**RESPECTFULLY SUBMITTED,**

A handwritten signature in cursive script, appearing to read "Kim Coff", enclosed within a thin black rectangular border.

**Office Manager**

*January 2024*

# 2025 Price Schedule



CITY OF  
**BLOOMINGTON**  
PARKS AND RECREATION



# BLOOMINGTON PARKS & RECREATION

\*Administrative Transaction Fee is included in all prices

PAGE 1	Adult Services - Programs, Classes, Special Events
	Inclusive Recreation - Programs, Classes, Special Events
PAGE 2	Adult Sports -Tennis, Softball, Volleyball
	Adult Sports - League Registrations, Tournaments
PAGE 3	Adult Sports/Youth Sports - Field Rental, Player Fees, Outdoor Court Rentals, Concessions
PAGE 4	Aquatics - Bryan Pool and Mills Pool Admission and Passes
PAGE 5	Aquatics - Programs, Classes, Special Events, Rentals, Concessions
PAGE 6	Banneker Center - Facility Rental, Programs, Classes, Special Events
PAGE 7	Cemetery Services
PAGE 8	Community Events - Saturday Farmers' Market - April, November
PAGE 9	Community Events - Saturday Farmers' Market - May thru October
	Community Events - Tuesday Farmers' Market
PAGE 10	Community Events - Gardens, Waldron, Hill and Buskirk Park Stage Rental
	Community Events - Programs, Classes, Special Events
	Community Events - A Fair of The Arts, Holiday Market
PAGE 11	Community Events - Mobile Stage Rental, Other Rental
PAGE 12	Frank Southern Ice Arena - User Fees, Facility Rental
	Frank Southern Ice Arena - Programs, Classes, Special Events
	Frank Southern Ice Arena - Concessions
PAGE 13	Golf Services - Green Fees, Season Passes, Other
	Golf Services - Clubhouse Rentals, Program, Classes, Special Events
	Golf Services - Concessions
PAGE 14	Natural Resources - Launch Permits, Boat Rental, Misc.
	Natural Resources - Programs, Classes, Special Events
PAGE 15	Operations Services - Shelter Rental
PAGE 16	Switchyard Park - Rentals, Pavilion, Amphitheater, Lawn, Stage, Bosque
PAGE 17	Twin Lakes Recreation Center - Memberships
	Twin Lakes Recreation Center - Court Rental
PAGE 18	Twin Lakes Recreation Center - Programs, Facility Services, Rentals
	Twin Lakes Recreation Center - Concessions
PAGE 19	Twin Lakes Recreation Center - Fitness
PAGE 20	Youth Programs - Facility Rental, Programs, Classes, Special Events
PAGE 21	Miscellaneous
PAGE 22	Pricing Pyramid

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: ADULT PROGRAMS

Cost Recovery Goal = 75%

<b>NON-REVERTING FUND</b>		
<b>PROGRAMS/CLASSES/ SPECIAL EVENTS</b>	<b>2025 IN CITY FEES</b>	<b>2025 OUT OF CITY FEES</b>
Living and Learning Classes	7.00 - 250.00	7.00 - 313.00
Sailing at Lake Monroe-Youth Camp*	7.00 - 350.00	7.00 - 663.00
Sailing at Lake Monroe-Adult Instruction*	7.00 - 700.00	7.00 - 700.00

## PROGRAM UNIT: INCLUSIVE RECREATION

Cost Recovery Goal = 2%

<b>NON-REVERTING FUND</b>		
<b>PROGRAMS/CLASSES/ SPECIAL EVENTS</b>	<b>2025 IN CITY FEES</b>	<b>2025 OUT OF CITY FEES</b>
Special Interest Programs/Classes/Special Events	1.00 - 300.00	na

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: ADULT SPORTS

Cost Recovery Goal = 75%

<b>NON-REVERTING FUND</b>	
<b>LEAGUE REGISTRATIONS TOURNAMENTS TENNIS</b>	<b>2025 FEES</b>
Adult Softball League - Team Registration	
Spring	675.00
Fall	675.00
Adult Softball Tournaments	175.00-350.00
Forfeit Fee - Softball	25.00
Protest Fee - Softball	50.00
Tennis: (price will be set by partner \$40 to \$70)	
Adult Lessons - 2 per week for 4 weeks	
Youth Lessons (ages 5 - 17) - 2 per week for 4 weeks	

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: ADULT SPORTS/YOUTH SPORTS

Cost Recovery Goal

Adult Sports = 75%    Youth Sports = 40%

<b>GENERAL FUND &amp; NON-REVERTING FUND</b>		
<b>FIELD RENTAL PLAYER FEES</b>	<b>2025 PARTNER FEES</b>	<b>2025 NON-PARTNER FEES</b>
Winslow Sports Complex:		
Practice	18.00	20.00
Weeknight Competition	23.00	25.00
Weekend Competition	25.00	27.00
With on-site maintenance (drying product \$13 per bag)	35.00	35.00
All day per field	165.00	na
Twin Lakes ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
With on-site maintenance (drying product \$13 per bag)	35.00	35.00
All day per field	165.00	na
Bryan Park ballfield rental (per hour/per field):		
Practice	10.00	na
Competition	12.00	na
Butler Park ballfield rental (per hour/per field)	10.00	na
Olcott Park ballfield rental (per hour):		
Competition Field Grandstand (South)	43.00	45.00
Non-Competition Field (North)	43.00	45.00
Olcott Park practice - either field	25.00	25.00
Olcott Park - requested lining	300.00-600.00	300.00-600.00
Special Use Outdoor Court Reservations (tennis/basketball/pickleball)		
Standard Use/For Profit		\$20/hr per court
Not For Profit		\$15/hr per court
Partners	\$10/hr per court	

<b>NON-REVERTING FUND</b>		
<b>Concessions Services</b>	<b>2025 IN CITY FEES</b>	<b>2025 OUT OF CITY FEES</b>
Concession items	.25-18.00	na

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75%      Mills Pool = 20%

<b>GENERAL FUND</b>	
<b>BRYAN PARK POOL</b>	<b>2025 FEES</b>
General Admission (3 yrs. and under free)	8.00
Twilight Admission 5pm-7pm	4.00
Economy 20 Punch Pass	125.00
Individual Season Pass includes swimming and water slide	140.00
Household Season Pass	290.00
<b>MILLS POOL</b>	<b>2025 FEES</b>
General Admission (3 yrs. and under free)	8.00
Twilight Admission 5pm-7pm	4.00
Economy 20 Punch Pass	125.00
Individual Season Pass includes swimming and water slide	140.00
Household Season Pass	290.00

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

<b>NON-REVERTING FUND</b>		
<b>PROGRAMS/CLASSES SPECIAL EVENTS</b>	<b>2025 IN CITY FEES</b>	<b>2025 OUT OF CITY FEES</b>
Group swimming lessons (both Bryan and Mills pools)	65.00	75.00
Lifeguard training and WSI and Lifeguard Instructor	100.00 - 300.00	na
<b>RENTALS</b>	<b>2025 IN CITY FEES</b>	<b>2025 OUT OF CITY FEES</b>
Bryan Pool private rental - entire facility: main pool, waterslides, Limestone Lagoon	350.00/hour	na
Bryan Pool private rental: main pool only	300.00/hour	na
Mills Pool private rental: entire facility	225.00/hour	na
Mills Pool - Open Swim Day Rental Half Day Rental	775.00	na
Mills Pool - Open Swim Day Rental Full Day Rental	1250.00	na
<b>Concessions Services</b>	<b>2025 IN CITY FEES</b>	<b>2025 OUT OF CITY FEES</b>
Concession items	.50 - 30.00	na

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: BANNEKER COMMUNITY CENTER

Cost Recovery Goal = 20%

<b>NON-REVERTING FUND</b>	
<b>FACILITY RENTAL</b>	<b>2025 FEES (plus deposit - see below)</b>
Rental during operational hours (9:00am - 5:00pm)	per hour
Category A* & B**-Kitchen	0.00
Category A*& B**-3rd Floor	0.00
Category A* & B** Gymnasium	0.00
Category C*** - kitchen	45.00
Category C*** - 3rd floor	45.00
Category C*** - Gymnasium	45.00
Rental during non-operational hours (after 5pm weekdays & weekends)	
Category A* & B** - Kitchen	45.00
Category A* & B** - 3rd Floor	45.00
Category A* & B** - Gymnasium	45.00
Category C*** - kitchen	55.00
Category C*** -3rd Floor	55.00
Category C*** -Gymnasium	55.00

\*CATEGORY A = Parks department/City departments

\*\*CATEGORY B = Not-for-profit groups/Parks department affiliates

\*\*\*CATEGORY C = Private use

A fee will be negotiated to any fund-raising or profit-making venture based on type, price, and volume of product being sold, with final approval by the Department Administrator.

**All rentals require a 50% deposit.**

<b>NON-REVERTING FUND</b>	
<b>PROGRAMS/CLASSES SPECIAL EVENTS</b>	<b>2025 IN CITY FEES</b>
Special Events & Classes	0.00-200.00
Banneker Summer Camp	20.00/wk

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: CEMETERY SERVICES

Cost Recovery Goal = 3%

### SERVICES AT ROSE HILL & WHITE OAK CEMETERIES

#### INTERMENT/DISINTERMENT

#### 2025 FEES

Monday-Friday	\$800 with additional fee of \$325 if arriving after 2p.m.
Saturday	\$1,050 with additional fee of \$325 if arriving after 2p.m.

#### INURNMENT/DISINURNMENT

#### 2025 FEES

Monday-Friday	\$500 with additional fee of \$200 if arriving after 2p.m.
Saturday	\$700 with additional fee of \$200 if arriving after 2p.m.
inurned, additional remains may be inurned at	\$150 for each additional inurnment.

#### SCATTER GARDEN (ROSE HILL ONLY)

#### 2025 FEES

Monday-Friday	scattering and memorial engraving	with
Saturday	scattering and memorial engraving	with

#### MAUSOLEUM (ROSE HILL ONLY)

#### 2025 FEES

##### Interment/Disinterment

Monday-Friday	\$650 with additional fee of \$200 if arriving after 2p.m.
Saturday	\$875 with additional fee of \$200 if arriving after 2p.m.

##### Inurnment/Disinurnment

Monday-Friday	\$500 with additional fee of \$200 if arriving after 2p.m.
Saturday	\$725 with additional fee of \$200 if arriving after 2p.m.

### LOT SALES (WHITE OAK CEMETERY ONLY)

#### LOT SALES

#### 2025 IN-CITY FEE

#### 2025 OUT OF-CITY FEE

Individual lots - per space (4'x10')	\$800	\$950
Trustees (includes lot ad interment)	\$600	\$600

#### OTHER COSTS

Plot survey request	\$25/hour
---------------------	-----------

**\*NO SERVICES** after 4:30 pm any day, on Sundays or on any federal holidays.

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MKT

Cost Recovery Goal = 50%

<b>NON-REVERTING FUND</b>	
<b>FARMERS' MARKET SATURDAYS IN APRIL (based on 4 Market days)</b>	<b>2025 FEES</b>
Application Fee*	20.00
April- Saturday Farmers' Market reserved spaces:	
Large space	100.00
Large space - Senior** rate (only available to 2024 senior vendors)	80.00
Small space	72.00
Small space - Senior** rate (only available to 2024 senior vendors)	60.00
April- Saturday Farmers' Market unreserved spaces:	
Large space - per day	25.00
Large space - Senior** rate - per day (only available to 2024 senior vendors)	20.00
Small space - per day	18.00
Small space - Senior** rate - per day (only available to 2024 senior vendors)	15.00

<b>NOVEMBER FARMERS' MARKET (based on 4 "regular" Market days in November) (4th Market Day in November is the Holiday Market)</b>	<b>2025 FEES</b>
Indoor Space - per day	26.00
Holiday Market - reserved large	30.00
Holiday Market - local product for profit	40.00
Holiday Market - local product non-profit	25.00

\* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market: verifying application information, vendor newsletter, and being added to the Market mailing list.

\*\* Senior rate applies only if all vendors on contract are 60 years of age or older

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MARKET Cost Recovery Goal = 50%

<b>NON-REVERTING FUND</b>	
<b>FARMERS' MARKET SATURDAYS IN MAY THRU OCTOBER (26)</b>	<b>2025 FEES</b>
Application Fee*	20.00
Saturday Farmers' Market reserved spaces:	
Large space (10% discount when paid in full)	585.00
Large space - Senior** rate (only available to 2024 senior vendors)	520.00
Small space (10% discount when paid in full)	421.00
Small space - Senior** rate (only available to 2024 senior vendors)	390.00
Farmers' Market unreserved spaces:	
Large space - per day (same for 2nd space)	25.00
Large space - Senior** rate - per day (same for 2nd space)(only available to 2024 senior vendors)	20.00
Small space - per day (same for 2nd space)	18.00
Small space - Senior** rate per day (same for 2nd)(only available to 2024 senior vendors)	15.00
<b>WEEKDAY FARMERS' MARKET (15)</b>	<b>2025 FEES</b>
Application Fee*	20.00
Weekday Farmers' Market reserved spaces:	
Space	180.00
Weekday Farmers' Market unreserved spaces:	
Space - per day	12.00
<b>MISCELLANEOUS</b>	<b>2025 FEES</b>
Registration for Farm Programming	5.00 - 100.00
Information Table - Application Fee	15.00
Information Table space - per day	10.00
Food Trucks	35.00
Prepared Food Vendors	30.00
Merchandise Sales	10.00-50.00
Mushroom Inspection per occurrence	5.00

\* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market: Verifying application information, vendor newsletter, and being added to the Market mailing list.

\*\* Senior rate applies only if all vendors on contract are 60 years of age or older (only available to 2024 senior vendors)

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

<b>NON-REVERTING FUND</b>	
<b>GARDENS</b>	<b>2025 FEES</b>
Willie Streeter Gardens***	
large plots (10' x 20')	86.00
small plots (10' x 10')	50.00
raised beds (10' X 10')	50.00
Garden clearing fee - large plots	60.00-120.00
Garden clearing fee - small plots	30.00-60.00
Garden clearing fee - raised beds	30.00-60.00
Supplemental Services	25.00-75.00
Rev. Butler Park Gardens***	
large plots (avg 140 sq. ft.)	64.00
small plots (avg 95 sq. ft.)	50.00
raised beds	50.00
Supplemental Service	25.00-75.00
Switchyard Park Gardens***	
raised beds	50.00
Garden clearing fee - raised beds	30.00-60.00
Supplemental Service	25.00-75.00
<b>STAGE RENTAL</b>	<b>2025 FEES</b>
Waldron, Hill, and Buskirk Park	
Category I* without lights	125.00 per day
Category I* with theatrical lights	150.00 per day
Category II* without lights	150.00 per day
Category II** with theatrical lights	175.00 per day
Deposit on stage rental - refundable	50.00
Rehearsal Fee	30.00/per hour
Switchyard Park Stage Rental	
See page #16	
<b>PROGRAMS/CLASSES</b>	<b>2025 FEES</b>
<b>SPECIAL EVENTS</b>	<b>2025 FEES</b>
Special Events & Classes	0-200.00
<b>A FAIR OF THE ARTS</b>	<b>2025 FEES</b>
Application Fee	20.00
Booth Space	60.00
<b>HOLIDAY MARKET ARTS FAIR</b>	<b>2025 FEES</b>
Application Fee	20.00
Booth Space - Indoor 6x8'	70.00
Booth Space - Outdoor 10x10'	60.00
Electricity w/Booth Space	15.00

\* Category I - Not-for-Profit groups (must provide proof of 501 © 3 status at time of rental)

\*\*Category II - Profit making groups/all other groups

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

<b>NON-REVERTING FUND</b>	
<b>MOBILE STAGE RENTAL</b>	<b>2025 FEES</b>
Mobile Stage rental	
without lights - Category I*	775.00/day +375.00 deposit
Stage Supervisor***	20.00 - 45.00
with lights - Category I*	875.00/day +375.00 deposit
Stage Supervisor***	20.00 - 45.00
without lights - Category II**	875.00/day +375.00 deposit
Stage Supervisor***	20.00 - 45.00
with lights - Category II**	975.00/day +375.00 deposit
Stage Supervisor***	20.00 - 45.00***

\*\*\*STAGE SUPERVISOR MANDATORY WITH ALL MOBILE STAGE RENTALS

\*\*\*FEE IN RANGE TO BE DETERMINED BY EVENT & STAFFING AVAILABILITY

<b>OTHER RENTAL</b>	<b>2025 FEES</b>
Stage Platforms/Extenders	
for 7 platforms	375.00/day +185.00 deposit

\* Category I - Not-for-Profit groups (must provide proof of 501(c)3 status at time of rental)

\*\*Category II - Profit making groups/all other groups

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: FRANK SOUTHERN ICE ARENA

Cost Recovery Goal = 75%

<b>GENERAL FUND</b>	
<b>USER FEES</b>	<b>2025/2026</b>
<b>FACILITY RENTAL</b>	<b>SEASON FEES</b>
Public Skating (ages 4 and under FREE)	10.00
Skate Rental	2.00
Economy Pass (10 admissions)	85.00
Individual Pass	170.00
Household Pass	340.00
Group Rates - Skates included	5.00
Group Rates - Skates excluded	4.00
Drop-In Hockey	10.00
Drop-in Figure Skating	10.00
Skate Sharpening	
Drop off	6.00
New Skates	10.00
Immediate service	7.00
Rink Rental (per hour)	280.00
Birthday Party Room (flat fee)	60.00
Birthday Party Room Package (10 adm w/skates)	100.00
Ice Show Performers	40.00

<b>NON-REVERTING FUND</b>	
<b>PROGRAMS/CLASSES</b>	<b>2025/2026</b>
<b>SPECIAL EVENTS</b>	<b>SEASON FEES</b>
Men's League	100.00
Group Lessons/per participant - The Skating School	80.00
Level 1 and 2 House Hockey	85.00
Level 3 and 4 House Hockey	130.00
Special Events	2.00 - 100.00
<b>CONCESSIONS SERVICES</b>	<b>2025/2026</b>
	<b>SEASON FEES</b>
Concession items	.25 - 18.00

PRICES LISTED ARE FOR 2025/2026 SEASON  
OCTOBER 2025 THROUGH MARACH 2026

**BLOOMINGTON PARKS & RECREATION  
PROGRAM UNIT: GOLF SERVICES**

Cost Recovery Goal = 85%

<b>GENERAL FUND</b>	
<b>GREEN FEES</b>	<b>2025 FEES</b>
Weekday Green Fees (Monday-Thursday)	27.00
Weekend Green Fees (Friday-Sunday & Holidays)	29.00
Weekday 9 Hole Green Fees (Monday-Thursday)	19.00
Weekend 9 Hole Green Fees (Friday-Sunday & Holidays)	20.00
League play Green Fees (Everyday)	19.00
Senior (age 62+) Green Fees Monday-Thursday	25.00
9-hole/10 play pass - each visit is one play	175.00
18-hole/10 play pass - each visit is one play	255.00
Tournament/Outings - green fees/cart fees -per player varies by format	5.00-55.00
<b>SEASON PASSES</b>	
Adult season pass	840.00
Senior (age 62+) season pass	775.00
Junior season pass (17 and under)	245.00
Student Season Pass (18-to 24) Valid Student ID	650.00
Family Add On ** Add-on must reside in the same household as the primary membership holder	300.00
<b>CART FEES</b>	
Cart rental - per person - 9 holes	8.50
Cart rental - per person - 18 holes	17.00
Spectator cart rental - 9 holes	16.00
Spectator cart rental - 18 holes	32.00
<b>OTHER SERVICES</b>	
Range Balls Large Bucket	8.00
Range Balls small bucket	6.00
Pull Cart	7.00
20 Bucket Range Ball Pass	140.00
Locker rental (includes sales tax)	100.00
League/Tournament Entry Fee/Prize Fund	1.00-150.00
<b>NON-REVERTING FUND</b>	
<b>CLUBHOUSE RENTAL PROGRAMS/CLASSES SPECIAL EVENTS</b>	<b>2025 FEES</b>
<b>BANQUET ROOM RENTAL</b>	
Banquet Room per hour any day of the week	100.00
Banquet Room per day with golf outing event	200.00
<b>JUNIOR PROGRAMS</b>	
Group Golf Clinics	50.00
1st Tee Junior Golf Camp	140.00
<b>CONCESSION SERVICES/PROSHOP</b>	
<b>2025 FEES</b>	
Concession items	.25 - 30.00
Proshop items	1.00-1000

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: NATURAL RESOURCES

Cost Recovery Goal = 20%

<b>NON-REVERTING FUND</b>	
<b>LAUNCH PERMITS BOAT/CANOE RENTAL/MISC PROGRAMS/CLASSES SPECIAL EVENTS</b>	<b>2025 FEES</b>
Launch Permits:	
Annual - non-motorized	100.00
2nd annual - non-motorized	30.00
Daily permit	10.00
Canoe/Boat rental:	
Per hour	10.00
10 pass	90.00
Late Fee (all boats returned after closing hours)	20.00
Misc./life jacket rental	
Life jacket rental	1.00
Replacement fee (lost, stolen, damaged items - such as life jackets and paddles does not include boats)	50.00
Educational Programs:	
Private groups	30.00/hr (up to 15 persons)
Individual - depending on program	0.00 - 50.00/hr
Wapehani Cycling events:	
1 to 100 participants	100.00
over 100 participants	1.00 each

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: OPERATIONS SERVICES

Cost Recovery Goal = 5%

<b>NON-REVERTING FUND</b>	
<b>SHELTER RENTAL</b>	<b>2025 FEES</b>
<b>Small picnic shelter: (weekdays M-Th)</b>	
Bryan-Henderson	59.00
Bryan - North	59.00
Building Trades	59.00
RCA	59.00
<b>Small picnic shelter: (weekends &amp; holidays)</b>	
Bryan-Henderson	62.00
Bryan - North	62.00
Building Trades	62.00
RCA	62.00
<b>Large Picnic Shelter: (weekdays M-Th)</b>	
Bryan - Woodlawn	72.00
Winslow Woods	67.00
Lion's Den (Upper Cascades)	72.00
Sycamore (Lower Cascades North)	82.00
Waterfall (Lower Cascades South)	72.00
Young Pavilion (Olcott Park)	72.00
RCA Group	72.00
<b>Large Picnic Shelter: (weekends &amp; holidays)</b>	
Bryan - Woodlawn	87.00
Winslow Woods	77.00
Lion's Den (Upper Cascades)	87.00
Sycamore (Lower Cascades North)	97.00
Waterfall (Lower Cascades South)	87.00
Young Pavilion (Olcott Park)	87.00
RCA Group	87.00

Category A = City Departments  
 No rental fees weekdays M-Th,  
 fee weekends Fr-Sun & holidays

regular

Category B = all others regular fees weekdays M-Th,  
 weekends Fr-Sun & holidays

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: SWITCHYARD PARK

### Cost Recovery Goal

<b>NON-REVERTING FUND</b>			
<b>SWITCHYARD PARK</b>	<b>2025 CATEGORY A FEES</b>	<b>2025 CATEGORY B FEES</b>	<b>2025 CATEGORY C FEES</b>
Pavilion Rental			
Pavilion Rental (4 hour minimum) (weekdays M-Th 8:00am-5pm)	No Charge	70.00 per hr	70.00 per hr
Pavilion Rental (4 hour minimum) (weekdays M-Th 5:00pm - 10:00pm)	70.00 per hr	70.00 per hr	70.00 per hr
Pavilion Rental (6 hour minimum) (weekends F-Su & holidays 8:00am - 10:00pm)	90.00 per hr	90.00 per hr	90.00 per hr
Pavilion General Setup Fees (per event)			
Pavilion Attached Patio (per day)	No Charge	100.00 per day	100.00 per day
Pavilion Lawn Rental (per day)	No Charge	150.00 per event	150.00 per event
Pavilion Riser Stage	150.00 per event	150.00 per event	150.00 per event
Pavilion Projector/Screen Use	No Charge	50.00 per event	50.00 per event
Pavilion Pipe and Drape	150.00 per event	150.00 per event	150.00 per event
Pavilion EVO Digital Sign Board Use	150.00 per event	150.00 per event	150.00 per event
Pavilion Alcohol Fees (per event)			
Pavilion Service and Consumption	50.00 per event	50.00 per event	50.00 per event
Patio Consumption (no service)	100.00 per event	100.00 per event	100.00 per event
Pavilion Closed Container Sales (no consumption)	50.00 per event	50.00 per event	50.00 per event
Outdoor Rentals/Fees (per day)			
Main Stage Hourly Practice Use (per hour)	No Charge	50.00 per hr	50.00 per hr
Main Stage Performance/Other Use	No Charge	250.00 per day	400.00 per day
Main Stage Lawn Fencing (per event)	240.00 per event	240.00 per event	240.00 per event
Secondary Performance Lawn	No Charge	90.00 per day	90.00 per day
Activity Lawns	No Charge	90.00 per day	90.00 per day
Outdoor Commercial Vendors (per vendor) (food trucks, etc)	No Charge	25.00 per vendor	35.00 per vendor
Gardens see page #10 for garden rental			
Waldron, Hill Buskirk Park stage rental see page #10			

**OUTDOOR EVENTS MAY ALSO REQUIRE AN HOURLY PERMIT OR A PARK SPECIAL EVENT USE PERMIT WITH ASSOCIATED PERMIT FEES.**

\*Category A = City of Bloomington Departments

\*Category B = Not-for-profit groups (proof of 501c3 status required)

\*Category C = Standard use

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

<b>NON-REVERTING FUND</b>		
<b>MEMBERSHIPS/RENTALS</b>	<b>2025 Daily</b>	<b>2025</b>
<b>Memberships*</b>		
Daily: 6 & under	N/C	
Daily fee for ages 7 to 17 and 60+	7.00	
Daily fee for ages 18-59	8.00	
Primary (direct debit) monthly		40.00
Active Military, 60+, Student(direct debit) monthly		35.00
Add-on (direct debit) monthly		15.00
Primary One Month PIF		45.00
Primary Active Military, 60+, Student One Month PIF		40.00
Add-on Month PIF		20.00
Primary 6 Month PIF		225.00
Primary Active Military, 60+, Student 6 Month PIF		200.00
Add-on 6 Month PIF		100.00
Primary 12 Month PIF		405.00
Primary Active Military, 60+, Student 12 Month PIF		360.00
Add-on 12 Month PIF		180.00
COB Employee Rate - Primary (direct debit)	n/a	30.00
COB Employee Rate - Add-on (direct debit)	n/a	12.00
COB Employee Rate - Primary- 6 Month PIF	n/a	169.00
COB Employee Rate - Add-on 6 Month PIF	n/a	75.00
COB Employee Rate - Primary - 12 Month PIF	n/a	304.00
COB Employee Rate - Add-on 12 Month PIF	n/a	135.00
<b>CITY ID needed as verification of employment. COB rate is for employees with benefits only.</b>		
<b>RENTALS</b>	<b>IN-CITY</b>	<b>OUT OF CITY</b>
Court competitions, per court. Renter has option of keeping the admissions revenue.	40/per court/per hr	n/a
Court Practice - full court	30/per court/per hr	n/a
Court Practice - full court bulk use	25/per court/per hr	n/a
Full Court Volleyball with set-up	35/per court/per hr	n/a

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

<b>NON-REVERTING FUND</b>	
<b>PROGRAMS/CLASSES</b>	<b>2025 FEES</b>
Basketball Leagues	
*Season I	75.00/player
*Season II	95.00/player
*Season III	95.00/player
*Late Registration Fee	10.00
Basketball Clinics	25.00-80.00
<b>COURT/FIELD RENTAL - PER HOUR</b>	<b>2025 FEES</b>
Turf Field - Summer (Apr - Sept)	70.00/hour
Turf Field - Regular (Oct - March)	100.00/hour
<b>PARTIES</b>	<b>2025 FEES</b>
Party Room	45.00/hour
Party Room Rental w/court use	70.00/hour
Party Room Rental w/turf (Apr-Sept)	105.00/hour
Party Room Rental w/turf (Oct-Mar)	130.00/hour
Party Room Rental w/studio A or B	80.00/hour
<b>ROOM RENTALS</b>	<b>2025 FEES</b>
Entire Lower Level	155.00/hour
Studio A	65.00/hour
Studio B	60.00/hour
Program Room	45.00/hour
<b>FACILITY RENTAL - PER HOUR</b>	<b>2025 FEES</b>
6 FT Rectangle Table	6.00/day
8 FT Rectangle Table	7.00/day
60" Round Table	8.00/day
Folding Chairs (white plastic, padded or non-padded) these furnishings are available for TLRC facility rental use only	1.00/day
<b>CONCESSIONS SERVICES</b>	<b>2025 FEES</b>
Concession items	.25 - 30.00

**BLOOMINGTON PARKS & RECREATION****PROGRAM UNIT: TLRC FITNESS**

Cost Recovery Goal = 100%

<b>NON-REVERTING FUND</b>	
<b>PROGRAMS/CLASSES SPECIAL EVENTS</b>	<b>2025 IN CITY FEES</b>
Instructional classes - depending on class type	5.00 - 200.00
Personal Training	130.00 - 1200.00
Group Fitness classes	10.00 - 100.00
Private Fitness classes	50.00 - 300.00
Punch Passes	7.00 - 60.00
Fitness assessments	5.00 - 50.00

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: YOUTH PROGRAMS

Cost Recovery Goal = 50%

Allison-Jukebox Community Center

<b>NON-REVERTING FUND</b>		
<b>FACILITY RENTAL</b>	<b>2025 IN CITY FEES</b>	<b>2025 OUT OF CITY FEES</b>
<b>All Allison Jukebox rentals require a 50% deposit</b>		
Activity rooms (two available)	per hour	per hour
Category A*	35.00	na
Category B**	45.00	na
Category C***	55.00	na
Restroom only with park use	per hour	per hour
Category A*	30.00	na
Category B**	40.00	na
Category C***	50.00	na
Whole Building	per hour	per hour
Category A*	55.00	na
Category B**	65.00	na
Category C***	85.00	na

\*CATEGORY A = Parks department/City departments

\*\*CATEGORY B = Not-for-profit groups/Parks department affiliates

\*\*\*CATEGORY C = Private use

<b>PROGRAMS/CLASSES SPECIAL EVENTS</b>	<b>2025 IN CITY FEES</b>	<b>2025 OUT OF CITY FEES</b>
Kid City Camps*	per week	per week
Kid City Original	190.00	195.00
Kid City Quest	190.00	195.00
CIT program - grades 8 - 10 (2 week sessions)	180.00	185.00
Kid City Break Days - per day**	40.00-55.00	45.00-65.00
Programs/Classes/Special Events	1.00-300.00	1.00-300.00

\* a non-refundable deposit of \$50/session/child is due at time of registration - deposit is applied to session fee  
increased from \$40 to \$50

\*\* a \$10.00 late fee will be assessed for Break Days late registrations  
increased from \$5 to 10

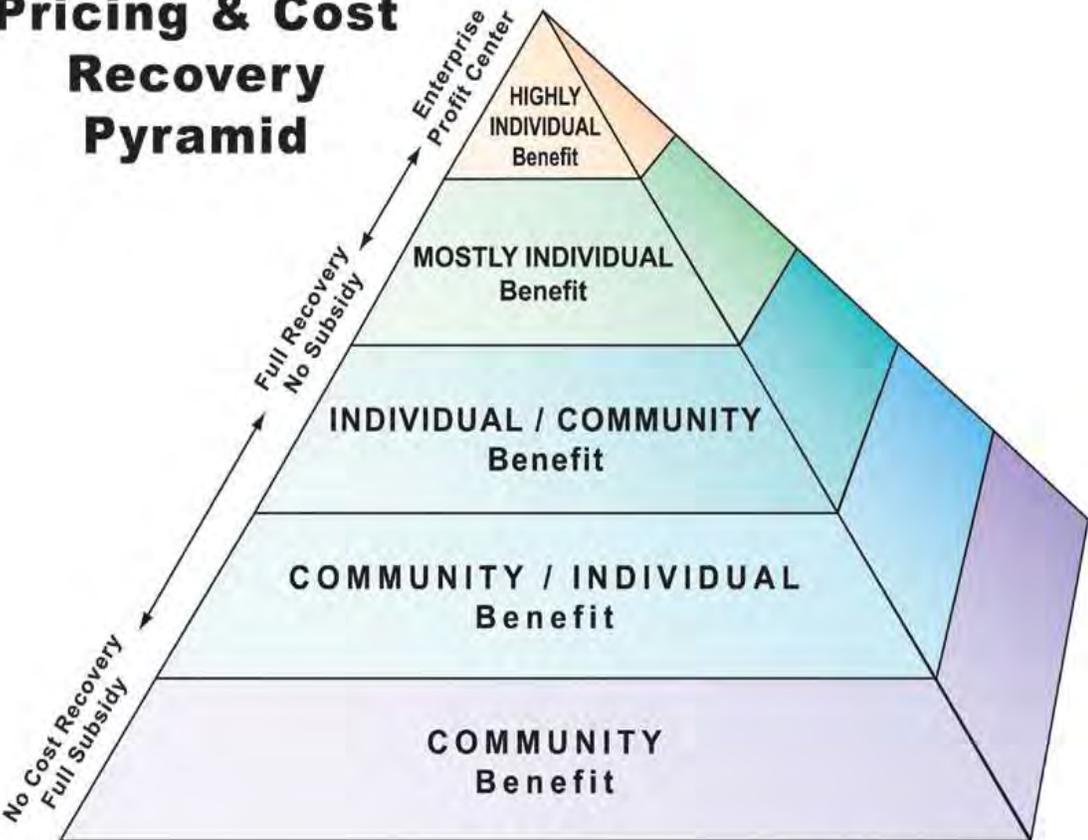
# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: MISCELLANEOUS

<b>GENERAL FUND</b>	
<b>MISCELLANEOUS</b>	<b>2025 FEES</b>
Return Check Fee	20.00

<b>NON-REVERTING FUND</b>	
<b>MISCELLANEOUS</b>	<b>2025 FEES</b>
Health/Wellness services	5.00 - 100.00
Late registration fees	
Programs with fees \$50.00 or less	5.00
Programs with fees \$50.01 - \$149.99	10.00
Programs with fees \$150.00 or more	25.00
Transaction fees	
Admission/Entry fees	.10 - .50
Registration/Player fees	1.00 - 2.00
Membership/Team fees	na
Program fees	
Programs under \$10.00	0.50
Programs over \$10.00	1.00
Fitness in the Park Permit	10.00/hr
Advertising	300-30,000
Sponsorship	100-5,000
Memorial/Legacy - tree/bench/plaque	300-2500
Special Event Permit Fees	150-300
Vending Fee: 1-4 vendors	100/day
Vending Fee: 5-8 vendors	200/day
Vending Fee: 9-12 vendors	300/day
Vending Fee: 13^ vendors	400/day
Alcohol Permit Fee (Approval required)	200 or 10% gross whichever is higher
Damage Deposit (refundable special use)	100.00
Damage Deposit (rentals)	125-500
Return Check Fee	20.00

# Pricing & Cost Recovery Pyramid



**C-13** Agenda item

Admin. Approval: TS  
Date: 11/21/24

**TO: Board of Park Commissioners**  
**FROM: Tim Street, Director**  
**DATE: December 6, 2024**  
**SUBJECT: APPROVAL OF ADDENDUM WITH REED & SONS FOR BICENTENNIAL GATEWAY SITE IMPROVEMENTS**

**Recommendation**

Staff recommends approval of an addendum with Reed & Sons for the Bicentennial Gateway site improvements.

Amount: \$13,860 in additional contract value  
Source: 980-18-18018C – 54510 (Bicentennial Bond fund)

**Background**

This addendum captures the final change order for the gateway project, which will install an additional 9100 square feet of bluegrass sod over what was originally designed. This was necessitated by unavoidable construction impacts that would have resulted in a poor final appearance with a mix between seed and straw and sod.

Excluding the additional approved art piece through the Bloomington Arts Commission, the final cost for the gateway project is coming in at approximately \$1,275,000 out of an original bond budget of \$1,250,000. All funds, including the additional amount authorized for the Bloomington Arts Commission, are available through the original bond funds due to conservative project budgeting and accumulated bond proceeds.

**RESPECTFULLY SUBMITTED,**



Tim Street, Director

**ADDENDUM TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
REED & SONS CONSTRUCTION, INC.  
FOR  
GATEWAY LIMESTONE FINAL PROJECT CHANGE ORDER**  
(Entered into on the last date indicated on the signature lines below.)

WHEREAS, in July 2023 the City of Bloomington Department of Parks and Recreation (the “Department”) and Reed & Sons Construction, Inc. (“Consultant”) entered into their Agreement to construct site improvements for the Bicentennial Gateway Project (attached hereto as Attachment B); and

WHEREAS, in June and October of 2024, the Department and Consultant entered into their first addendum and second addendum (attached hereto as Attachments C and D); and

WHEREAS, the Department wishes to change aspects of the scope of work for the site improvements; and

WHEREAS, the Department wishes to have this work done; and

WHEREAS, the Consultant is in agreement with this addendum; and

WHEREAS, pursuant to Article 5 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

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

**Article 2. Services:** The Contractor shall provide approximately Nine Thousand One Hundred (9,100) additional square feet of bluegrass sod around the gateway. These changes are summarized in the attached change orders (“Attachment A”).

**Article 3. Compensation:** To amend the Agreements to reflect an additional charge of not to exceed Thirteen Thousand Eight Hundred and Sixty Dollars and Zero Cents (\$13,860.00) for a new not-to-exceed contract amount of Six Hundred and Seventy Nine Thousand Nine Hundred and Ten Dollars and Eighty Five Cents (\$679,910.85).

*[Signatures are on the following page.]*



**Attachment A  
Scope of Work**

**Reed & Sons Construction, Inc.**

299 W Moorman Road  
Bloomington, IN 47403  
Phone: (812) 824-9237  
Fax: (812) 824-6616

**Request for Change Order**

To: City of Bloomington Parks  
401 N Morton Street  
Bloomington, IN 47404  
Project: Gateways Phase 1

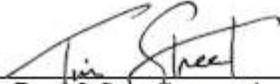
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RFC No: 11  
Date: 11/8/2024  
Description: Additional Sod from grade work, tree removal, and irrigation installation.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$13,860.00 will be added to the contract price.

Original Contract	\$575,000.00
Other Approved Change Orders	\$91,050.85
Total Contract to Date	\$666,050.85
This Request	\$13,860.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$679,910.85

Authorized Signature:  Date: 11/21/24  
Reed & Sons Construction, Inc.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Bloomington Parks

# Reed & Sons Construction, Inc.

299 W Mooman Road  
Bloomington, IN 47403  
Phone: (812) 824-9237  
Fax: (812) 824-6616

## Request for Change Order

To: City of Bloomington Parks  
401 N Morton Street  
Bloomington, IN 47404  
Project: Gateways Phase 1

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Subcontracts	Number	RFC	Total
LANDSCAPING	23-0021.03	04	13,200.00
			13,200.00

Description	Pcnt	Amount
Subcontracts		13,200.00
Total Cost		13,200.00
Labor Markup	10%	0.00
Equipment Markup	10%	0.00
Material Markup	10%	0.00
Subcontractor Markup	5%	660.00
Contract Amount		\$13,860.00



**CONTRACT COVER MEMORANDUM**

**TO:** Beth Cate, Corporation Counsel  
**FROM:** Paula McDevitt, Administrator  
**DATE:** 7/17/23  
**RE:** Contract with Reed and Sons Construction for Gateways Phase I

<b>Contract Recipient/Vendor Name:</b>	Reed and Sons Construction, Inc.
<b>Department Head Initials of Approval:</b>	PM
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Division Director: Tim Street
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2035
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	23-395
<b>Due Date For Signature:</b>	Friday Before Park Board Meeting: 7/21/23
<b>Expiration Date of Contract:</b>	6/1/24
<b>Renewal Date for Contract:</b>	n/a
<b>Total Dollar Amount of Contract:</b>	\$575,000
<b>Funding Source:</b>	980-18-18018C-54510 - \$575,000 Project Code: 980 2020D
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	5149
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

**Summary of Contract:**

In May 2023, the Board of Park Commissioners approved a contract with Bo-Mar industries for the fabrication and installation of a gateway monolith art element to be placed at Miller Showers Park as part of the Bicentennial Gateways Project, originally approved in 2018. This contract represents the other half of the work that needs to be done to complete the project. The work included in this contract includes site grading, the removal of some undesirable trees, sidewalk installation, repairs and upgrades to the pedestrian island on Gourley Pike, paving fixes, and the foundation and landscape work for the art element itself. Reed and Sons and Bo-Mar Industries will coordinate on the foundation preparation in anticipation of installing the gateway element in November or December of this year.



# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PARKS AND RECREATION DEPARTMENT

AND

REED AND SONS CONSTRUCTION, INC.

FOR

BLOOMINGTON GATEWAYS PHASE 1

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter Board), and Reed and Sons Construction, Inc. (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for SCOPE OF WORK (more particularly described in Attachment A, "Scope of Work"); and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

**2.01** CONTRACTOR shall complete all work required under this Agreement within 100 calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

**2.02** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

**ARTICLE 3. COMPENSATION**

**3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed five hundred seventy five thousand dollars (\$575,000). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

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

**3.04** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

**3.05** For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

**3.06** Engineer The Parks and Recreation Department Operations Director shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

#### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

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

**4.02** Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

**4.03** Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

**4.04** Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be

determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

**ARTICLE 5. GENERAL PROVISIONS**

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

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

**5.02 Abandonment, Default and Termination**

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

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

**5.02.03 Default:** If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

**5.02.04** CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the

terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

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

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

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

### 5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

### 5.04 Extent of Agreement: Integration

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

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

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

### 5.05 Insurance

#### 5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this

Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

5.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with

such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07 Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08 Non-Discrimination**

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

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

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

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

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

**5.09 Workmanship and Quality of Materials**

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 **SUBSTITUTION:** Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty

design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

**5.11 Amendments/Changes**

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

**5.12 Performance Bond and Payment Bond**

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

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

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

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Contractor Information
Attn: Tim Street, Operations Director	Attn: Matthew Rollins
401 N. Morton St., Suite 250	299 West Moorman Road
Bloomington, Indiana 47404	Bloomington, IN 47403

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

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

**5.17 Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

**5.17.05** CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

**5.18 Verification of Employees' Immigration Status**

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

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

subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

**5.19 Drug Testing Plan**

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

**5.20 Living Wage Ordinance**

Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form the covered employer's contribution to health insurance available to the covered employee. Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

DATE: August 3rd, 2023

City of Bloomington

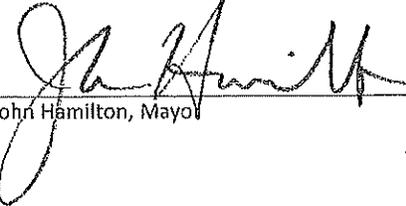
Board of Park Commissioners

BY:   
Kathleen Mills, President, Board of Park Commissioners

BY:   
Contractor Representative

  
Paula McDevitt, Director, Parks and Recreation Dept.

R. Shannon Reed  
Printed Name

  
John Hamilton, Mayor

**ATTACHMENT "A"**  
**"SCOPE OF WORK"**

**BLOOMINGTON GATEWAYS PHASE 1**

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project in accordance with the City's provided construction documents and specifications:

The project site is roughly 1 acre in area. It is an expansion of Miller Showers Park. The scope of work includes selective demolition, minor earthwork, sidewalks, curb work, minor asphalt patching and resurfacing, street tree installation, a small gathering area surrounded by seating, low limestone block walls, and some plantings. The contractor will also install an electrical connection and foundation for a large gateway monolith. The gateway monolith will be fabricated and installed by others through a separate contract. The contractor will be responsible for coordinating with the gateway monolith contractor for installation of the gateway monolith.

ATTACHMENT 'B'

BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;  
COST RECOVERY

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Monroe )

AFFIDAVIT

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

1. The undersigned is the President of Reed and Sons Construction, Inc. (company name)  
(job title)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. 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.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below\*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) None needed on this project

Date: August 3, 2023



Signature

R. Shannon Reed

Printed Name

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF Indiana )

Before me, a Notary Public in and for said County and State, personally appeared R. Shannon Reed and acknowledged the execution of the foregoing this 3rd day of August, 2023.

My Commission Expires: 10/09/2023

Sondra D. Reed

Signature of Notary Public

County of Residence: Monroe

Sondra D Reed

Printed Name of Notary Public



\*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared non-responsive and rejected by the CITY OF BLOOMINGTON.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA )  
 )SS:  
COUNTY OF Monroe )

E-Verify AFFIDAVIT

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

1. The undersigned is the President of Reed and Sons Construction, Inc.  
a. (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.

R. Shannon Reed  
Signature  
R. Shannon Reed

Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared R. Shannon Reed and acknowledged the execution of the foregoing this 3rd day of August, 2023.

Sondra D. Reed  
Notary Public's Signature  
Sondra D Reed  
Printed Name of Notary Public

My Commission Expires: 10/09/2024  
County of Residence: Monroe



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

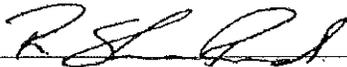
STATE OF INDIANA )  
 ) SS:

COUNTY OF Monroe )

AFFIDAVIT

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

1. The undersigned is the President of Reed and Sons Construction, Inc.  
(job title)  
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
  - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
  - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

  
Signature

R. Shannon Reed  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared R. Shannon Reed and acknowledged the execution of the foregoing this 3rd day of August, 2023.

My Commission Expires: 10/09/2024

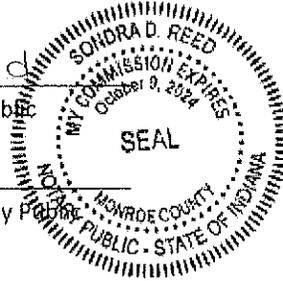
Sondra D. Reed

Signature of Notary Public

County of Residence: Monroe

Sondra D. Reed

Printed Name of Notary Public



ATTACHMENT 'E'  
AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the President (title) of Reed and Sons Construction, Inc. (company).
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: \_\_\_\_\_
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: \_\_\_\_\_.
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

R. Shannon Reed  
Signature

R. Shannon Reed  
Printed name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared R. Shannon Reed  
and acknowledged the execution of the foregoing this 3rd day of August, 2023.

My Commission Expires: 10/09/2024

Sondra D. Reed

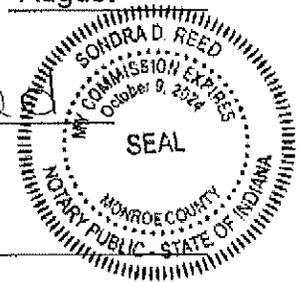
Notary Public

County of Residence: Monroe

Sondra D Reed

Name Printed

Commission Number



Attachment C to 11/2024 Addendum

**CONTRACT COVER MEMORANDUM**



**TO:** Margie Rice, Corporation Counsel  
**FROM:** Tim Street, Director  
**DATE:** June 17, 2024  
**RE:** Addendum with Reed & Sons for Gateway Project

<b>Contract Recipient/Vendor Name:</b>	Reed & Sons Construction, Inc.
<b>Department Head Initials of Approval:</b>	TS
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Division Director: Tim Street
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	1/1/2035
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	24-363 (addendum to 23-395)
<b>Due Date For Signature:</b>	Friday Before Park Board Meeting: 6/21/24
<b>Expiration Date of Contract:</b>	12/31/24
<b>Renewal Date for Contract:</b>	n/a
<b>Total Dollar Amount of Contract:</b>	\$79,462.44 in additional contract value (original contract was for \$575,000).
<b>Funding Source:</b>	980-18-18018C – 54510 Project Code 980 2020D
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	503
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	Yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

**Summary of Contract:**

This addendum captures change orders needed for the Bicentennial Gateway Project for change orders that were made in Fall 2023 related to the installation of an accessible sidewalk for detour needs as well as to capture the changes to the site improvements needed for the redesigned gateway itself.

**ADDENDUM TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
REED & SONS CONSTRUCTION, INC.**

**FOR  
BICENTENNIAL GATEWAY PROJECT CHANGE ORDERS**  
(Entered in on the date last entered on the signature lines below.)

WHEREAS, in July 2023 the City of Bloomington Department of Parks and Recreation (the "Department") and Reed & Sons Construction, Inc. ("Consultant") entered into an Agreement to construct site improvements for the Bicentennial Gateway Project, attached as Exhibit B; and

WHEREAS, the Department wishes to change aspects of the scope of work for the site improvements and extend the timeline for the project; and

WHEREAS, the Department wishes to have this work done; and

WHEREAS, the Consultant is in agreement with this addendum; and

WHEREAS, pursuant to Article 5 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

NOW, THEREFORE, the parties hereto mutually agree to amend the original Agreement as follows:

**Article 2. Services:** The Contractor shall make the changes to the original Scope of Work as indicated in the contract documents provided by Rundell Ernstberger and Associates and summarized in the attached request for change ("Exhibit A"). The new completion date for the Scope of Work will be November 15, 2024.

**Article 3. Compensation:** To reflect an additional charge of not to exceed seventy nine thousand four hundred sixty two dollars and forty four cents (\$79,462.44), bringing the current contract total, including addendums and potential allowances, to a not-to-exceed amount of six hundred fifty four thousand four hundred sixty two dollars and forty four cents (\$654,462.44).

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

CITY OF BLOOMINGTON

REED & SONS CONSTRUCTION, INC.

  
\_\_\_\_\_  
Tim Street, Director DATE 6/27/24  
Parks and Recreation Department

\_\_\_\_\_  
Signature DATE

  
\_\_\_\_\_  
Kathleen Mills, Park Board President DATE 6/25/24  
Board of Park Commissioners

\_\_\_\_\_  
Name, Title

Ellen Rodkey, Vice President

**ADDENDUM TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
REED & SONS CONSTRUCTION, INC.  
FOR  
BICENTENNIAL GATEWAY PROJECT CHANGE ORDERS**  
(Entered in on the date last entered on the signature lines below.)

WHEREAS, in July 2023 the City of Bloomington Department of Parks and Recreation (the "Department") and Reed & Sons Construction, Inc. ("Consultant") entered into an Agreement to construct site improvements for the Bicentennial Gateway Project, attached as Exhibit B; and

WHEREAS, the Department wishes to change aspects of the scope of work for the site improvements and extend the timeline for the project; and

WHEREAS, the Department wishes to have this work done; and

WHEREAS, the Consultant is in agreement with this addendum; and

WHEREAS, pursuant to Article 5 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

NOW, THEREFORE, the parties hereto mutually agree to amend the original Agreement as follows:

**Article 2. Services:** The Contractor shall make the changes to the original Scope of Work as indicated in the contract documents provided by Rundell Ernstberger and Associates and summarized in the attached request for change ("Exhibit A"). The new completion date for the Scope of Work will be November 15, 2024.

**Article 3. Compensation:** To reflect an additional charge of not to exceed seventy nine thousand four hundred sixty two dollars and forty four cents (\$79,462.44), bringing the current contract total, including addendums and potential allowances, to a not-to-exceed amount of six hundred fifty four thousand four hundred sixty two dollars and forty four cents (\$654,462.44).

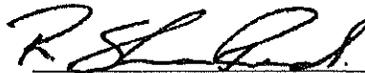
IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the last date set forth below.

CITY OF BLOOMINGTON

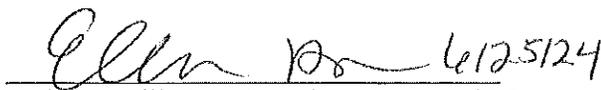
REED & SONS CONSTRUCTION, INC.

  
\_\_\_\_\_  
Tim Street, Director  
Parks and Recreation Department

6/27/24  
DATE

  
\_\_\_\_\_  
Signature

7-1-2024  
DATE

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

6/25/24

\_\_\_\_\_  
R. Shannon Reed - President  
Name, Title

Ellen Rodkey, Vice President

Attachment A  
Scope of Work

## Reed & Sons Construction, Inc.

299 Moorman Road  
Bloomington, IN 47403  
Phone: (812) 824-9237  
Fax: (812) 824-6616

### Request for Change Order

To: City of Bloomington Parks  
401 N Morton Street  
Bloomington, IN 47404  
Project: Gateways Phase 1

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RFC No: 05  
Date: 6/2/2024  
Description: This request for change is in regard to PR 01 issued due to significant change to "Bloomington" sign change per separate contract.

Limestone was reduced from seventeen (17) blocks to eight (8) blocks. Landscape was increased due to planting schedule revisions per planting schedule shown on plans

Please see attached for concrete and electrical quantity changes.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$47,766.87 will be added to the contract price.

Original Contract	\$575,000.00
Other Approved Change Orders	\$31,695.57
Total Contract to Date	\$606,695.57
This Request	\$47,766.87
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$654,462.44

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Reed & Sons Construction, Inc.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Bloomington Parks

# Reed & Sons Construction, Inc.

299 Moorman Road  
Bloomington, IN 47403  
Phone: (812) 824-9237  
Fax: (812) 824-6616

## Request for Change Order

To: City of Bloomington Parks  
401 N Morton Street  
Bloomington, IN 47404

Project: Gateways Phase 1

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Description	Pent	Amount
Labor		6,487.34
Material		56.00
Equipment		5,572.00
Subcontracts		32,800.00
Total Cost		44,915.34
Labor Markup	10%	648.73
Equipment Markup	10%	557.20
Material Markup	10%	5.60
Subcontractor Markup	5%	1,640.00
Contract Amount		\$47,766.87

Attachment D to 11/2024 Addendum

**CONTRACT COVER MEMORANDUM**



**TO:** Margie Rice, Corporation Counsel  
**FROM:** Tim Street, Director  
**DATE:** October 7, 2024  
**RE:** Addendum with Reed & Sons for Gateway Project

<b>Contract Recipient/Vendor Name:</b>	Reed & Sons Construction, Inc.
<b>Department Head Initials of Approval:</b>	TS
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Division Director: Tim Street
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	1/1/2035
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	24-593 (modifying 23-395 and 24-363)
<b>Due Date For Signature:</b>	Friday Before Park Board Meeting: 10/11/24
<b>Expiration Date of Contract:</b>	12/31/24
<b>Renewal Date for Contract:</b>	n/a
<b>Total Dollar Amount of Contract:</b>	\$11,588.41 in additional contract value (new not-to-exceed amount is \$666,050.85).
<b>Funding Source:</b>	980-18-18018C – 54510 Project Code 980 2020D
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	503
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	Yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

**Summary of Contract:**

This addendum captures change orders needed for the Bicentennial Gateway Project. Upon excavating the footer for the gateway element, unsuitable soils were found and additional excavation, subgrade replacement, and concrete forming were necessitated, as well as the resetting of a stormwater access lid to meet CBU code requirements.



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**ADDENDUM TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
REED & SONS CONSTRUCTION, INC.  
FOR  
GATEWAY LIMESTONE ALL PROJECT CHANGE ORDERS  
(Entered into on the last date indicated on the signature lines below.)**

WHEREAS, in July 2023 the City of Bloomington Department of Parks and Recreation (the "Department") and Reed & Sons Construction, Inc. ("Consultant") entered into their Agreement to construct site improvements for the Bicentennial Gateway Project ("Agreement"), attached as Exhibit A; and

WHEREAS, in June 2024 the Department and Consultant entered into their First Addendum to the Agreement (First Addendum"), attached as Exhibit B; and

WHEREAS, the Department wishes to change aspects of the scope of work for the site improvements; and

WHEREAS, the Department wishes to have this work done; and

WHEREAS, the Consultant is in agreement with this addendum; and

WHEREAS, pursuant to Article 5 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

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

**Article 2. Services:** The Contractor shall provide additional excavation, gravel subgrade, and concrete forming due to unsuitable soils found during construction, as well as additional grading to correct a sewer riser compliance issue. These changes are summarized in the attached change orders ("Exhibit A").

**Article 3. Compensation:** To amend the Agreement and First Addendum to reflect an additional charge of not to exceed eleven thousand five hundred and eighty eight dollars and forty one cents (\$11,588.41) for a new not-to-exceed contract total of six hundred sixty six thousand fifty dollars and eighty five cents (\$666,050.85).

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date last indicated below.

*[Signatures on the following page.]*

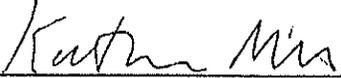
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CITY OF BLOOMINGTON

REED & SONS CONSTRUCTION, INC.

 10/24/24  
Tim Street, Director DATE  
Parks and Recreation Department

 10-17-24  
Signature DATE

  
Kathleen Mills, Park Board President DATE  
Board of Park Commissioners

R. Shannon Reed, President  
Name, Title

DocuSigned by:  
 10/14/2024  
E9A0FAE16D82413  
Margie Rice, Corporation Counsel DATE

Docusign Envelope ID: D5638399-D798-47A6-A024-8A72077FC495

Attachment A  
Scope of Work

**Reed & Sons Construction, Inc.**

299 W Moorman Road  
Bloomington, IN 47403  
Phone: (812) 824-9237  
Fax: (812) 824-6616

**Request for Change Order**

To: City of Bloomington Parks  
401 N Morton Street  
Bloomington, IN 47404  
Project: Gateways Phase 1

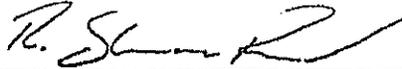
RFC No: 06  
Date: 8/19/2024  
Description: Per RFI 01 for unsuitable soils for footer of sign.

The test hole would be cleaned out to be free of loose material & mud following the AM rains Friday morning, followed by the backfill with 53 stone in acceptable compacted lifts. Once the test hole has reached the elevation that matches a 2 ft undercut if the planned footing elevation, backfill if the test hole would stop. The overall footprint is the footing would be undercut by 2.0 ft and backfilled in compacted & tested lifts with No. 53 stone base material.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$4,100.73 will be added to the contract price.

Original Contract	\$575,000.00
Other Approved Change Orders	\$79,462.44
Total Contract to Date	\$654,462.44
This Request	\$4,100.73
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$658,563.17

Authorized Signature:  Date: 10-17-24  
Reed & Sons Construction, Inc.

Authorized Signature:  Date: 8/20/24  
City of Bloomington Parks

## Reed & Sons Construction, Inc.

299 W Moorman Road  
 Bloomington, IN 47403  
 Phone: (812) 824-9237  
 Fax: (812) 824-6616

### Request for Change Order

To: City of Bloomington Parks  
 401 N Morton Street  
 Bloomington, IN 47404  
 Project: Gateways Phase 1

Labor	Hours	Rate	Burden	Fringes	Total
Common Laborer	8	53.99	0.00	0.00	431.89
Operator	8	69.73	0.00	0.00	557.84
	16				989.73

Material	Qty	Cost	Tax	Total
Hauled Comm #53 Stone Tons	60	14.05	0.00	843.00
Dump Fee	3	28.00	0.00	84.00
			0.00	927.00

Equipment	Hours	Rate	Total
2020 Case CX80 Excavator	8	73.00	584.00
	8		584.00

Subcontracts	Number	RFC	Total
Soil and Stone Compaction Testing			1,600.00
			1,600.00

Description	Perf	Amount
Labor		989.73
Material		927.00
Equipment		584.00
Subcontract		1,600.00
Total Cost		4,100.73
Contract Amount		\$4,100.73

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## Reed & Sons Construction, Inc.

299 W Moorman Road  
Bloomington, IN 47403  
Phone: (812) 824-9237  
Fax: (812) 824-6616

### Request for Change Order

To: City of Bloomington Parks  
401 N Morton Street  
Bloomington, IN 47404  
Project: Gateways Phase 1

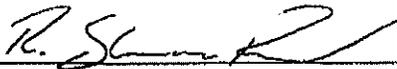
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RFC No: 07  
Date: 8/26/2024  
Description: This RFC is encompass the additional cost to form the footer for the Sign wall, due to the unsuitable soils needing to be dug out wider than planned.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$3,153.99 will be added to the contract price.

Original Contract	\$575,000.00
Other Approved Change Orders	\$83,563.17
Total Contract to Date	\$658,563.17
This Request	\$3,153.99
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$661,717.16

Authorized Signature:  Date: 10-17-24  
Reed & Sons Construction, Inc.

Authorized Signature:  Date: 9/6/24  
City of Bloomington Parks

Docusign Envelope ID: D5638399-D798-47A6-A024-8A72077FC495

## Reed & Sons Construction, Inc.

299 W Moorman Road  
Bloomington, IN 47403  
Phone: (812) 824-9237  
Fax: (812) 824-6616

### Request for Change Order

To: City of Bloomington Parks  
401 N Morton Street  
Bloomington, IN 47404  
Project: Gateways Phase 1

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Subcontract	Number	RFC	Total
Footer Form:			3,003.80
			3,003.80

Description	Perct	Amount
Subcontracts		3,003.80
Total Cost		3,003.80
Labor Markup	10%	0.00
Equipment Markup	10%	0.00
Material Markup	10%	0.00
Subcontractor Markup	5%	150.19
Contract Amount		\$3,153.99

Docusign Envelope ID: D5630399-D798-47A6-A024-8A72077FC495

## Reed & Sons Construction, Inc.

299 W Moorman Road  
Bloomington, IN 47403  
Phone: (812) 824-9237  
Fax: (812) 824-6616

### Request for Change Order

To: City of Bloomington Parks  
401 N Morton Street  
Bloomington, IN 47404  
Project: Gateways Phase 1

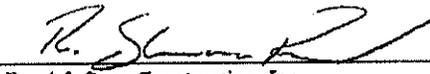
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RFC No: 09  
Date: 10/4/2024  
Description: This RFC is to correct an existing manhole that currently has 18" of risers. CBU spec is 12" or less. RSC will add 16" Barrel, 6" risers. RSC has to remove 2 of the new bench footers and replace after storm manhole work is completed. Existing structure was not on plans or the amount of risers currently being utilized, making the existing structure to be out of code.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$4,333.69 will be added to the contract price.

Original Contract	\$575,000.00
Other Approved Change Orders	\$86,717.16
Total Contract to Date	\$661,717.16
This Request	\$4,333.69
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$666,050.85

Authorized Signature:  Date: 10-17-24  
Reed & Sons Construction, Inc.

Authorized Signature:  Date: 10/7/24  
City of Bloomington Parks

## Reed & Sons Construction, Inc.

299 W Moorman Road  
 Bloomington, IN 47403  
 Phone: (812) 824-9237  
 Fax: (812) 824-6616

### Request for Change Order

To: City of Bloomington Parks  
 401 N Morton Street  
 Bloomington, IN 47404  
 Project: Gateways Phase 1

Labor	Hours	Rate	Burden	Fringes	Total
Operator	8	69.73	0.00	0.00	557.84
Common Laborer	9	53.99	0.00	0.00	485.88
	17				1,043.72

Material	Qty	Cost	Tax	Total
Hzuled #11 Stone	20	18.70	0.00	374.00
6 Yardz of 4500 PSI Concrete	6	156.50	0.00	939.00
Enviromental Fee	1	20.00	0.00	20.00
60"x16" Barrel	1	300.00	0.00	300.00
3" Riser	2	46.00	0.00	92.00
Disposal Fee	1	28.00	0.00	28.00
Delivery Fee	1	475.00	0.00	475.00
			0.00	2,228.00

Equipment	Hours	Rate	Total
2020 Case CX80 Excavator	8	73.00	584.00
2019 Mack Tri-Axle	1	84.00	84.00
	9		668.00

Description	Pcnt	Amount
Labor		1,043.72
Material		2,228.00
Equipment		668.00
<b>Total Cost</b>		<b>3,939.72</b>
Labor Markup	10%	104.37
Equipment Markup	10%	66.80
Material Markup	10%	222.80
Subcontractor Markup	5%	0.00
<b>Contact Amount</b>		<b>\$4,333.69</b>

**C-14** Agenda item

Admin. Approval: TS  
Date: 12/6/24

**TO:** Board of Park Commissioners  
**FROM:** Tim Street, Director  
**DATE:** December 6, 2024  
**SUBJECT:** APPROVAL OF 2025 NON-REVERTING BUDGET

### **Recommendation**

It is recommended the Board approve the proposed 2025 City of Bloomington Parks and Recreation Non-Reverting Fund Budget Request. The total expense budget is \$2,064,394.

### **Background**

The Department non-reverting fund was created to serve as an enterprise fund, allowing maximum flexibility for the Department to offer services in response to trends and customer demand while minimizing reliance on the general fund tax base. The fund collects revenue from certain non-tax sources, like concessions, certain admissions, program participations, lessons, rentals, and more. This money is used to support the programs for which it is collected. The budget is being presented to the Commissioners today for review and potential approval. A resolution will be brought before the board in January to appropriate the budget if approved.

A power point presentation will be presented at the meeting highlighting the details of the budget, reasons for some deficit spending and one-time costs, and will include a current look at the non-reverting fund cash balance.

**RESPECTFULLY SUBMITTED,**



Tim Street, Director

NON-REVERTING BUDGET 2025			Expense - 100	Expense-100					
Acct	Cost Center	Area	Revenue	Temporary	Full-Time	Expense - 200	Expense - 300	Expense - 400	Total Expense
0	Main	ADM							\$0.00
1000	Admin	ADM	\$35,000.00	\$0.00	\$0.00	\$5,000.00	\$27,000.00	\$0.00	\$32,000.00
1100	Marketing	ADM	\$3,000.00	\$0.00	\$0.00		\$3,000.00		\$3,000.00
4000	Natural Resources	OPS	\$77,500.00	\$0.00	\$0.00	\$3,500.00	\$49,850.00	\$0.00	\$53,350.00
9000	Operations*	OPS	\$82,440.00		\$0.00	\$36,240.00	\$17,100.00	\$0.00	\$53,340.00
9400	Hopewell	OPS	REDEV. FEE	\$0.00	\$0.00	\$11,000.00	\$35,100.00	\$0.00	\$46,100.00
9500	Landscaping	OPS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9501	Cemeteries	OPS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9503	Urban Forestry	OPS	\$23,600.00	\$0.00	\$0.00	\$10,900.00	\$4,000.00	\$0.00	\$14,900.00
1001	Health & Wellness	REC	\$15,000.00	\$2,348.00	\$0.00	\$4,800.00	\$4,000.00	\$0.00	\$11,148.00
4500	Youth Services - Jukebox	REC	\$70,000.00	\$2,651.00	\$0.00	\$1,000.00	\$62,205.00	\$0.00	\$65,856.00
4501	Youth Services - Kid City Camps	REC	\$100,000.00	\$91,001.00	\$0.00	\$4,400.00	\$4,560.00	\$0.00	\$99,961.00
6500	Community Events	REC	\$48,000.00	\$1,848.00	\$0.00	\$10,075.00	\$28,565.00	\$0.00	\$40,488.00
6502	Community Events - Gardens	REC	\$22,000.00	\$4,546.00	\$15,130.92	\$900.00	\$1,200.00	\$0.00	\$21,776.92
6503	Community Events - Farmer's Market	REC	\$64,000.00	\$20,847.00	\$22,687.93	\$4,700.00	\$15,298.00	\$0.00	\$63,532.93
6506	Community Events - Performing Arts Series	REC	\$25,000.00	\$1,933.00	\$0.00	\$425.00	\$22,500.00	\$0.00	\$24,858.00
7503	Banneker Classes	REC	\$10,050.00	\$0.00	\$0.00	\$2,850.00	\$2,525.00	\$0.00	\$5,375.00
9006	Switchyard Park	REC	\$74,000.00	\$37,783.00	\$0.00	\$14,000.00	\$3,545.00	\$0.00	\$55,328.00
2001	Bryan Park Pool	SPORTS	\$72,000.00	\$39,968.00	\$9,478.10	\$3,950.00	\$8,300.00	\$0.00	\$61,696.10
2002	Mills Pool	SPORTS	\$2,700.00	\$0.00	\$9,478.10	\$800.00	\$500.00	\$0.00	\$10,778.10
2003	Aquatics - Health & Safety	SPORTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	Aquatics - Pools Concessions	SPORTS	\$45,000.00	\$0.00	\$0.00	\$30,800.00	\$1,750.00	\$0.00	\$32,550.00
2500	Frank Southern	SPORTS	\$85,000.00	\$58,520.00	\$28,946.17	\$12,600.00	\$35,770.00	\$0.00	\$135,836.17
2501	Frank Southern Concessions	SPORTS	\$13,500.00	\$0.00	\$0.00	\$12,200.00	\$900.00	\$0.00	\$13,100.00
3500	Golf Services	SPORTS	\$99,000.00	\$34,647.00	\$0.00	\$55,000.00	\$7,700.00	\$65,000.00	\$162,347.00
3501	Golf Course - Pro Shop	SPORTS	\$90,000.00	\$0.00	\$0.00	\$80,000.00	\$500.00	\$0.00	\$80,500.00
5000	Twin Lakes Rec Center	SPORTS	\$625,000.00	\$146,994.00	\$0.00	\$32,133.00	\$725,599.00	\$41,000.00	\$945,726.00
5002	Twin Lakes Health & Wellness	SPORTS	\$17,100.00	\$13,619.00	\$0.00	\$5,000.00	\$37,000.00	\$0.00	\$55,619.00
5003	TLRC Basketball	SPORTS	\$95,000.00	\$7,113.00	\$0.00	\$20,587.00	\$19,000.00	\$0.00	\$46,700.00
5006	TLRC Concessions	SPORTS	\$95,000.00	\$19,985.00	\$0.00	\$52,000.00	\$3,750.00	\$0.00	\$75,735.00
5009	TLRC Reserve Revenue (Project School)	SPORTS	\$97,203.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7001	Adult Sports - Softball	SPORTS	\$49,000.00	\$17,783.00	\$0.00	\$7,000.00	\$19,000.00	\$0.00	\$43,783.00
7002	Adult Sports - Tennis/Pickleball	SPORTS	\$2,160.00	\$0.00	\$2,373.57	\$4,000.00	\$675.00	\$0.00	\$7,048.57
7006	Adult Sports - Concessions	SPORTS	\$2,500.00	\$8,186.00	\$0.00	\$14,750.00	\$1,868.00	\$0.00	\$24,804.00
7202	Youth Sports - Winslow	SPORTS	\$40,850.00	\$0.00	\$4,746.96	\$0.00	\$900.00	\$0.00	\$5,646.96
7208	Youth Sports - Olcott	SPORTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			<b>Total Non-Reverting</b>						
			Revenue:	\$2,080,603.46					
			Expense:	\$2,292,883.75					