



AGENDA

City of Bloomington Board of Park Commissioners
 Regular Meeting: Thursday, January 30, 2025 5:00pm
 Council Chambers, 401 N Morton St, Bloomington, IN
 Zoom

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

A-1	Approval of Minutes of December 10, 2024 Regular Meeting	
A-2	Approval of Claims Submitted December 10, 2024 through January 29, 2025	
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 Winslow Ranch Marketing for 2025 services	Julie Ramey
A-8	Approval of Agreement with Everywhere Signs for 2025 services	Julie Ramey
A-9	Approval of Agreement with Green Hat Media for 2025 services	Julie Ramey
A-10	Approval of Agreement with Production House for 2025 services	Julie Ramey
A-11	Approval of Agreement with Gabe Wheeler LLC for 2025 services	Julie Ramey
A-12	Approval of Agreement with AS Altum for golf course irrigation consulting	Jason Sims
A-13	Approval of Agreement with Mother Nature for tree treatment services	Haskell Smith
A-14	Approval of Agreement with KCI Tech for Lower Cascades invasive treatment	Joanna Sparks
A-15	Approval of Agreement with B&L Sheet Metal for Buskirk-Chumley roof inspection, maintenance, and repairs 25-017	Amy Leyenbeck
A-16	Approval of Agreement with Bruce’s Welding for 2025 services	Amy Leyenbeck
A-17	Approval of 2025 Garden Plot Rental Agreement Template	Sarah Mullin
A-18	Approval of Agreement with J&S Locksmith for 2025 Services	Daren Eads
A-19	Approval of Agreement with Commercial Service for TLRC HVAC needs	Daren Eads
A-20	Approval of Agreement with Koorsen for 2025 Services	Daren Eads
A-21	Approval of Agreement with Macallister Rentals for 2025	Daren Eads

B. PUBLIC HEARINGS/APPEARANCES

B-1	Bravo Award – Girl Scout Troop 5156	Emily Buuck
-----	-------------------------------------	-------------

C. OTHER BUSINESS

C-1	Election of 2025 Officers	Board Members
C-2	Appropriation of 2025 Non-Reverting Budget	Tim Street
C-3	Approval of Agreement with 110 Percent Consulting for 2026-2030 BPRD Master Plan	Tim Street
C-4	Approval of Partnership Agreement with Bloomington Football Club for 2025	Cody Martin
C-5	Approval of Partnership Agreement with BJLBA for 2025	Cody Martin
C-6	Approval of Partnership Agreement with Alicia Graves for TLSP Concessions	Cody Martin
C-7	Approval of Partnership Agreement with Area 10 Agency on Aging for Endwright East	Becky Higgins
C-8	Approval of Agreement with Nature’s Way for downtown planter work	Joanna Sparks
C-9	Approval of Contract Renewal with 4 U Lawn & Landscape for alternate area mowing	Joanna Sparks
C-10	Approval of Contract Renewal with Green Dragon for primary area mowing	Joanna Sparks
C-11	Acceptance of Quitclaim Deeds for consolidated Switchyard Park parcels	Tim Street
C-12	Approval of Agreement with B&L Sheet Metal & Roofing for BCT Ductwork Repair	Tim Street
C-13	Approval of Contract Renewal with Green Dragon for SYP Mowing	Hsiung Marler
C-14	Approval of Agreement with Jerico Metals for SYP railing repair	Hsiung Marler
C-15	Approval of Agreement Renewal with HFI for SYP Preventive Maintenance	Hsiung Marler
C-16	Approval of Partnership Agreement with Paso a Paso for Jaripeo event	Bill Ream
C-17	Approval of Agreement with Woods Electric	Daren Eads
C-18	Approval of Agreement with Price Electric	Daren Eads
C-19	Approval of Agreement with Elite Electric	Daren Eads
C-20	Approval of Service Agreement with Huston Electric	Amy Leyenbeck
C-21	Approval of Agreement with Izzy’s for port-a-let services 2025	Amy Leyenbeck
C-22	Approval of Agreement with BRCJ for 2025 surveying services	Amy Leyenbeck

C-23	Approval of Agreement with Indiana Door & Hardware for 2025 services	Amy Leyenbeck
C-24	Approval of Agreement with JR Ellington for hazard tree removal 2025	Haskell Smith
C-25	Approval of Agreement with Bluestone for hazard tree removal 2025	Haskell Smith
C-26	Approval of Agreement with Duke Energy for Powerline Trail Encroachment	Rebecca Swift
C-27	Approval of Appointments to the Environmental Resource Advisory Committee	Rebecca Swift

D. REPORTS

	None	
--	------	--

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).

The meeting may accessed virtually at the following link:

Join Zoom Meeting

<https://bloomington.zoom.us/j/89069047805?pwd=J0B8BX3ldX1bIUbu1o9UGiqLV9NaO5.1>

Meeting ID: 890 6904 7805

Passcode: 766223

Dial by your location

- +1 305 224 1968 US
- +1 309 205 3325 US

Find your local number: <https://bloomington.zoom.us/j/kcSpVndCnZ>



A-1 January 2025

Minutes

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

CALL TO ORDER - ROLL CALL

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

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
A-8	Approval of Agreement with Baker Stone Work for 2025 Rose Hill services
A-9	Approval of Agreement with Bruce Home Improvements for 2025 Services
A-10	Approval of Agreement with Monument Lettering Service for 2025 Services
A-11	Approval of Agreement with Woodland Enterprises (Roto Rooter) for 2025 Services
A-12	Approval of Agreement with Plymate for 2025 Services
A-13	Approval of Agreement with Pursell Monument for 2025 Services
A-14	Approval of Agreement with I Shine for 2025 Services
A-15	Approval of Agreement with Skip Daly for 2025 Services
A-16	Approval of Agreement with Goody & Sons for 2025 commercial appliance services
A-17	Approval of Addendum with Universal Sign for Trail Branding Phase III
A-18	Approval of Agreement with Republic for Urban Greenspace
A-19	Approval of Agreement with Stanley Steemer for 2025 Services
A-20	Approval of Agreement with Motz Group for 2025 Services
A-21	Approval of Agreement with HB Warehouse for 2025 Services
A-22	Approval of Agreement with SC Pryor for 2025 Services
A-23	Approval of Addendum with Centerstone for services through February 2025
<i>Ellen Rodkey made a motion to approve the Consent Calendar. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.</i>	

Ellen Rodkey made a motion to move agenda items C-1 and C-4 to end of the agenda, Jim Whitlatch seconded. Ellen Rodkey withdrew motion.

B. PUBLIC HEARINGS/APPEARANCES

None

C. OTHER BUSINESS

C-1	<p><i>Rebecca Swift, Operations and Development Division Director</i> presented an agreement with Reed & Sons. Staff wished to enhance and improve accessibility and functionality at Buildings Trades Park. Phase I Construction would include 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. Staff recommended approval of contract with Reed and Sons in an amount not to exceed \$309,649. Funding would be from APRA-176-18-G21005-54510.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Reed and Sons. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.</i></p>
-----	---

C-2	<p><u>Satoshi Kido, Sports Division Director</u> presented an agreement with Building Associates. Staff wished to improve accessibility at Twin Lakes Recreation Center by having new accessible doors and openers installed. Staff recommended approval of the contract with Building and Associates in an amount not to exceed \$71,994. Funding would be from ARPA Accessibility Project Funds 176-18-G21005-54510.</p> <p>Board Comments: <u>Jim Whitlatch inquired</u> if the project was at Twin Lakes Recreation Center, and how the doors worked. <u>Satoshi Kido responded:</u> yes, the doors would be installed at Twin Lakes Recreation Center and were push doors.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Building and Associates. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0</i></p>
C-3	<p><u>Rebecca Swift, Operations and Development Division Director</u> presented the agreement with Bledsoe, Riggert Cooper and James. To improve water quality, staff wished to install green stormwater infrastructure in the form of a vegetated swale in the northwest corner of Switchyard Park, along the B-Line Trail south of the Grimes Bridge. The project would require site surveys. Staff recommended approval of the contract with BRCJ in an amount not to exceed \$15,400. Funding would be from the Urban Greenspace General Fund.</p> <p>Board Comments: <u>Kathleen Mills inquired:</u> if there were drainage problems at that location. <u>Rebecca Swift responded:</u> yes, there were flooding and erosion issues. <u>Ellen Rodkey inquired:</u> if the location was on Parks property. <u>Rebecca Swift responded:</u> yes, it was Parks property and had been surveyed.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Bledsoe, Riggert, Cooper, James. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0</i></p>
C-4	<p><u>Rebecca Swift, Operation and Development Division Director</u> presented the agreement with Butler Fairman and Seifert. To provide a safer ADA-compliant pedestrian crossing, staff wished to realign, widen, and pave a short segment of the Rail Trail crossing at Rogers Street. Contractor would provide topographical surveys, design and plan development, and utility coordination for the project. Staff recommend approval of the contract with Butler Fairman and Seifert in an amount not to exceed \$22,500. Funding would be from the 2024 ARPA 176-18-G21005-54510</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Butler Fairman and Seifert. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0</i></p>
C-5	<p><u>Amy Levenbeck, Operations Coordinator</u> presented the agreement with Harrell Fish, Inc. To keep park facilities in good working condition, staff wished to enter into an agreement with HFI to perform quality work on City HVAC and plumbing components as needed in 2025. Staff recommended approval of the contract in an amount not to exceed \$15,000. Funding would be from multiple Parks General Fund accounts.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Harrell Fish, Inc. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0</i></p>
C-6	<p><u>Daren Eads, Sports Facility Coordinator</u> presented the agreement with Commercial Services. To keep park facilities in good working condition, staff wished to enter into an agreement with Commercial Service to provide quality work on City HVAC and plumbing components as needed in 2025. Staff recommended approval of the contract in an amount not to exceed \$15,000. Funding would be from multiple Parks General Fund and Non-Reverting Funds.</p> <p>Board Comments: <u>Kathleen Mills inquired:</u> how the \$15,000 limit was determined. <u>Daren Eads responded:</u> staff at each facility had estimated the amount needed for 2025. <u>Ellen Rodkey commented:</u> if total went above the \$15,000, would it go before the Board. <u>Daren Eads responded:</u> the agreement would be for unexpected services. Contracts would be presented for larger project.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Commercial Services. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0</i></p>
C-7	<p><u>Hsiung Marler, Recreation Facilities General Manager</u> presented the Permit 2025 Templates. Staff recommended approval of the updates to the 2025: Noise Permit, Parks Hourly Permit, People's Park Permit, Rental Application for Mobile Stage, Switchyard Park Pavilion Rental Form, Special Use Permit application, and the new Special Use Permit Guide. Staff recommended approval of the 2025 Permit Templates.</p> <p>Board Comments: <u>Ellen Rodkey inquired:</u> were there any updates regarding animals. <u>Hsiung Marler responded:</u> the Parks Special Use Permit included a section on animals, as people wanted to bring educational animals to certain events. Having it put in writing made the process more transparent.</p> <p><i>Ellen Rodkey made a motion to approve the 2025 Permit Template agreements. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0</i></p>
C-8	<p><u>Daren Eads, Sports Facility Coordinator</u> presented the agreement with Photizo (dba Fish Windows). To keep park facilities in good working condition, staff wished to enter into an agreement with Photizo to provide quality work with interior and exterior window cleaning, as well as additional maintenance services including gutter cleaning, painting services, and construction cleanup in 2025. Staff recommended approval of the contract in an amount not to exceed</p>

	<p>\$8,600. Funding would be from multiple Parks General Fund and Non-Reverting Funds.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Photizo (dba Fish Windows) Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0</i></p>
C-9	<p><u>Clarence Boone, Program/Facility Coordinator</u> recommended the appointment of Julia Fox, Customer Representative Karshin Nair, Customer Representative and Jon Norton, Farm Vendor to the Farmers' Market Advisory Council for 2025.</p> <p>Board Comments: <u>Israel Herrera requested:</u> information on the fourth applicant that was not selected. <u>Clarence Boone responded:</u> the fourth applicant was a current Farm Vendor with the Market. Due to timing of application and qualifications, it was felt there were other candidates that would serve better in that capacity. Staff would keep them in mind for the future. <u>Ellen Rodkey inquired:</u> on the breakdown of the eleven Council members. <u>Clarence Boone responded:</u> 4-Food and Beverage, 4-Customer Representative and 3-Farm Vendors.</p> <p><i>Ellen Rodkey made a motion to approve the appointments to the Farmers' Market Advisory Council. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0</i></p>
C-10	<p><u>Mark Sterner, General Manager Twin Lakes Recreation Center</u> presented partnership with Macros and Nutrition Supplements. Staff wished to provide food and drink supplements to members and visitors at Twin Lakes Recreation Center, through a third party vendor. Vendor would transact sales through a self-serve kiosk, the Department would receive 35% of all profits. Staff recommended approval of the partnership with Macros and Nutrition of Bloomington. Two other supplement retail stores were contacted, and declined interest in the concept.</p> <p>Board Comments: <u>Kathleen Mills inquired:</u> if TLRC currently sold these types of products. <u>Mark Sterner responded:</u> some protein options were currently sold, the partnership would provide members and visitors an opportunity to expand on nutrition availability. <u>Ellen Rodkey inquired:</u> type of kiosk being used, and if staff would be responsible if there were issues. <u>Mark Sterner responded:</u> the units are new, cashless, and are self-serve via scanning bar codes. M&N would be responsible for resolving any issue.</p> <p><i>Ellen Rodkey made a motion to approve the partnership with Macros and Nutrition Supplements. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.</i></p>
C-11	<p><u>Chris Hamric, Facility Manager</u> presented the agreement with King Snake. Through an emergency purchase, staff had repairs made to the sound system at Frank Southern Center when it went out unexpectedly. Vendor replaced amplifiers, control unit, and rewired to existing speakers. Staff recommended approval of the emergency agreement in an amount not to exceed \$9,867.00. Funding would be from Frank Southern Ice Arena General Fund.</p> <p>Board Comments: <u>Kathleen Mills inquired:</u> if it was repaired or replaced. <u>Chris Hamric responded:</u> some repairs were made, as the control brain unit was outdated it would need to be replaced.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with King Snake. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.</i></p>
C-12	<p><u>Tim Street, Director</u> presented the 2025 Price Schedule. In order to give the Board of Park Commissioners, and community ample time to review the proposed 2025 Price Schedule, a draft had been presented at the November Park Board meeting. Since that time, a few changes had been made and were listed in the Park Board Packet.</p> <p><u>Chris Hamric, Facility Manager</u> approached the podium to take questions.</p> <p>Board Comments: <u>Kathleen Mills inquired:</u> how fees were set, and determined. <u>Chris Hamrick responded:</u> financial numbers are reviewed, along with participants/visitors numbers, and time frame of those visits. Once all information was compiled, they were benchmarked against other similar cities. Pools were based off IU pools, where Frank Southern Ice Arena was compared to Columbus, Perry Park and private facilities in Indianapolis. <u>Kathleen Mills commented:</u> \$8 for entrance to the pool seemed high. IU wasn't used by as many families as Bryan and Mills pool. It was understood, that cost recovery would be difficult due the short pool season. <u>Chris responded:</u> the short season was a challenge. Staff tried to maintain the lowest possible fees, while cost continue to sky rocket for appropriate staffing, supplies, and maintenance of pools. <u>Kathleen Mills inquired:</u> if use of the slides were included in the pool entrance fee. <u>Chris Hamric responded:</u> yes, the slides were included. <u>Ellen Rodkey inquired:</u> since the cost recovery at Bryan Pool and Mills Pool were different, would that not mean the fees should be different. <u>Chris Hamric responded:</u> the cost recovery was less, but the cost of running the pools were the same. Staff tried to keep the fees similar, so if Mills Pool sold a season pass it could be used at Bryan Pool. <u>Ellen Rodkey inquired:</u> why were there two different cost recoveries. <u>Tim Street responded:</u> cost recoveries had been set for a number of year, the way cost recoveries were set needed to be reviewed and re-evaluated. The Sports Facility Master Plan needed to look at how Parks would be able to maintain two dated pools. What was the true cost of the pools? Work needed to be done on the process. Mills Pool had a lower number of visitors which may have been why a lower cost recover was set. <u>Jim Whitlatch inquired:</u> if a weekly pass could be established, and would there be additional funding from other sources. <u>Tim Street responded:</u> the Parks Foundation had previously sponsored some free days, and in 2024 ESD had sponsored free days through climate funding. For a number of years a pool fee waiver program had been available</p>

	<p>for those needing assistance. These programs would be reviewed for the 2025 season. <i>Chris Hamric commented:</i> There would be a household pass available for in 2025. <i>Kathleen Mills commented:</i> other cities had more youth pricing. Could that be considered? <i>Chris Hamrick stated:</i> staff would consider that possibility. <i>Tim Street suggested:</i> approval be made on the 2025 Price Schedule with the exception of the pool fees. Those could be reviewed and voted on at a later date. <i>Kathleen Mills inquired:</i> on the golf course fees. <i>Jason Sims, Facility Manager responded:</i> fees were set on supply and demand, the tee times were filled every day. <i>Chris Hamric responded:</i> the Frank Southern Ice Arena fees would not go into effect until the 2025-2026 season, and would not increase in January 2025</p> <p><i>Jim Whitlatch made a motion to approve the 2025 Price Schedule with the exception for the swimming pools and ask for further review of pools fees, moved to approve all other price structures. Ellen Rodkey seconded. Vote taken: motion unanimously carried 4-0.</i></p>
C-13	<p><i>Tim Street, Director</i> presented the Addendum with Reed & Sons Constructions, Inc. In July of 2023, the Department entered into an agreement with Reed & Sons Construction to construct site improvements for the Bicentennial Gateway project. Staff wished to have an additional 9,100 square feet of sod installed over what was originally designed. Sod had been impacted by unavoidable construction impacts. Both parties agreed to the addition to the scope of work, and additional cost. Staff recommended approval of the addendum with Reed & Sons in an amount not to exceed \$13,860 for additional work. Funding would be from the Bicentennial Bond fund 980-18-18018C-54510</p> <p>Board Comments: <i>Jim Whitlatch inquired:</i> if this was for sod, and had the sod already been put down. <i>Tim Street responded:</i> yes. <i>Ellen Rodkey inquired:</i> on delivery of the art project. <i>Tim Street responded:</i> it was in the works, and was funded separately through surplus from the bond fund. At this time, a piece had not been selected.</p> <p><i>Ellen Rodkey made a motion to approve the addendum with Reed and Sons. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.</i></p>
C-14	<p><i>Tim Street, Director</i> presented the 2025 Parks Non-Reverting Budget. Please note, an incorrect amount had been listed on the Staff Report.</p> <p>The Department non-reverting fund had been 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 collected revenue from certain non-tax sources, like concessions, certain admissions program participations, lessons, rentals, and more. The money would used to support the programs for which it was collected. A resolution would be brought before the board in January 2025 to appropriate the budget if approved.</p> <p>2025 Beginning Balance estimate \$1.3m 2025 Revenue: \$2,080,603 - 2025 Expense: \$2,292,883 Expense breakdown: Admin 2%, Operations 7%, Recreation 17% and Sports 74%</p> <p>2025 new or one time needs: Hopewell Commons \$46,000, John Deere pro for golf course sprayer \$65,000, TLRC HVAC compressor replacement and weight station \$41,000, and Zamboni rental for Frank Southern Center \$26,500.</p> <p>Financial Sustainability & Master Plan would focus on deficit budgeting, identify new cost recovery categories, capital facility needs, financial analysis of general fund and non-reverting fund and cost share, and review bonding and park impact fee.</p> <p>Board Comments: <i>Kathleen Mills inquired:</i> if the splitting of revenue between two funds was common. <i>Tim Street responded:</i> that was unknown at this time, but would be researched and reviewed. <i>Jim Street inquired:</i> if 2024 numbers were available. <i>Tim Street responded:</i> anticipated around \$100k in the red. <i>Jim Whitlatch commented:</i> two ways to attack a budget deficit, were to raise fees or cut expenses. <i>Ellen Rodkey inquired:</i> what areas where the deficits in. <i>Tim Street responded:</i> due to the split fees, they were mainly in the sports areas. Future funding source for Hopewell expenses would be discussed.</p> <p><i>Ellen Rodkey made a motion to approve the 2025 proposed Non-Reverting Budget request, the total expense budget would be \$2,292,883. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.</i></p>
C-15	<p><i>Rebecca Swift, Operations & Development Division Director</i> presented a temporary trail closure. In order to replace three poles, and update overhead equipment on seven poles, Duke Energy requested a temporary trail closure along the B-Line Trail (1606 S Rogers St). Staff recommended approval of the partial closure that would start in January, closure was estimated to last three months.</p> <p><i>Ellen Rodkey made a motion to approve the temporary trail closer along the B-Line trail for Duke Energy. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.</i></p>

D. REPORTS

None

E. PUBLIC COMMENT

The Board received comments regarding the virtual portion of the meeting.

Tim Street, Director thanked the Board and staff for their support, and great work throughout the year. Project and event updates were given. Next Park Board Meeting would be Thursday, January 23, 2025 at 5:00pm.

ADJOURNMENT

Meeting was adjourned at 5:25pm

Respectfully Submitted,



Kim Clapp,

Secretary Board of Park Commissioners

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/13/2024	Payroll				163,846.13
					<u>163,846.13</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 163,846.13

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 176 - ARPA Local Fiscal Recvry (S9512)										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 54510 - Other Capital Outlays										
19741 - Mader Design, LLC	1976	18-Design Services for Building Trades Phase I Improv 12/2/24	Paid by EFT # 63129		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,000.00
9504 - Touch Graphics INC	23-354	18-(1st) Creation of Tactile Accessible Map of Switchyard Park	Paid by EFT # 63237		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6,000.00
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	2	\$8,000.00
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice Transactions	2	\$8,000.00
							Department 18 - Parks & Recreation Totals	Invoice Transactions	2	\$8,000.00
							Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals	Invoice Transactions	2	\$8,000.00
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	3037045B1	18-(1) 18x13 Recycled 2025 Desk Calendar for Michele Wilson	Paid by EFT # 63170		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9.58
5099 - Office Three Sixty, INC	3037399	18-(1) 22x17 2025 Desk Calendar for Leslie Brinson	Paid by EFT # 63170		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9.39
5099 - Office Three Sixty, INC	3037045	18-Parks Bulk of Staff Calendar Order - (28) ct Calendars	Paid by EFT # 63170		12/10/2024	12/10/2024	12/20/2024		12/20/2024	502.90
5103 - Staples Contract & Commercial, INC	6012846516	18-HP Printer Black Toner Cartridge for Parks Front Printer	Paid by EFT # 63220		12/10/2024	12/10/2024	12/20/2024		12/20/2024	211.35
							Account 52110 - Office Supplies Totals	Invoice Transactions	4	\$733.22
Account 52310 - Building Materials and Supplies										
392 - Koorsen Fire & Security, INC	IN00811077	18 - Fire extinguisher inspection and new extinguisher (griffy)	Paid by EFT # 63119		12/10/2024	12/10/2024	12/20/2024		12/20/2024	126.10
							Account 52310 - Building Materials and Supplies Totals	Invoice Transactions	1	\$126.10
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	46644	18-(25)ct Oak Leaf Gold Lapel Pins Community Relations	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	110.44
							Account 52420 - Other Supplies Totals	Invoice Transactions	1	\$110.44



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53910 - Dues and Subscriptions										
53442 - Paragon Micro, INC	S5178679-P&R	18-software renewal Adobe Ramey Chestnut Brooke Buuck Poer	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	132.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$132.00</u>
Account 53990 - Other Services and Charges										
41 - Area 10 Agency On Aging	Sept-Dec 2024	18- Endwright Center East Partnership Sept- Dec 2024	Paid by EFT # 62979		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6,326.53
54935 - Vermont Systems, INC	VS015046	18- Annual RecTrac Software Renewal-2025	Paid by EFT # 63248		12/10/2024	12/10/2024	12/20/2024		12/20/2024	10,299.23
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$16,625.76</u>
								Program 181000 - Administration Totals	Invoice Transactions 9	<u>\$17,727.52</u>
Program 181001 - Health & Wellness										
Account 52210 - Institutional Supplies										
6302 - Cardio Partners, INC	INV3519769	18 - CPR/AED supplies - battery	Paid by EFT # 63019		12/10/2024	12/10/2024	12/20/2024		12/20/2024	146.00
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$146.00</u>
								Program 181001 - Health & Wellness Totals	Invoice Transactions 1	<u>\$146.00</u>
Program 181100 - Marketing										
Account 53310 - Printing										
185 - World Arts, INC	122506	18-Winter Spring 2025 Program Guide #36,000	Paid by EFT # 63262		12/10/2024	12/10/2024	12/20/2024		12/20/2024	24,720.84
								Account 53310 - Printing Totals	Invoice Transactions 1	<u>\$24,720.84</u>
Account 53320 - Advertising										
905 - Convention And Visitors Bureau Of Monroe County	4690	18-ad in 2025 Visitors Guide	Paid by EFT # 63033		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,000.00
3560 - First Financial Bank / Credit Cards	A6JEJECWY2	18-Meta Coded Craft Advertisement/Post Boosting	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9.95
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006739983	18-Oct 2024 classified Park Security Services RFQ	Paid by EFT # 63073		12/10/2024	12/10/2024	12/20/2024		12/20/2024	89.68
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006807179	18-Nov 2024 display ads & classifieds	Paid by EFT # 63073		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,798.16
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006739257	18-October 2024 display ads and classifieds	Paid by EFT # 63073		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,216.32



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 181100 - Marketing											
Account 53320 - Advertising											
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1498	18-geofencing campaign for Holiday Market 2024	Paid by EFT # 63081		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,250.00	
									Account 53320 - Advertising Totals	Invoice Transactions 6	<u>\$8,364.11</u>
Account 53910 - Dues and Subscriptions											
9592 - Crystal Synergies LLC (BNI South Central Indiana)	1721	18-2025 membership dues for BNI Bloomington Elite chapter	Paid by EFT # 63040		12/10/2024	12/10/2024	12/20/2024		12/20/2024	649.00	
53442 - Paragon Micro, INC	S5178679-P&R	18-software renewal Adobe Ramey Chestnut Brooke Buuck Poer	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	4,462.94	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 2	<u>\$5,111.94</u>
Account 53990 - Other Services and Charges											
3560 - First Financial Bank / Credit Cards	R240651576	18-All-in-One Zero Waste Box Community Relations	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	581.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$581.00</u>
									Program 181100 - Marketing Totals	Invoice Transactions 10	<u>\$38,777.89</u>
Program 182001 - Aquatics - Bryan Pool											
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1XRG-XW73-MVTG	18-AQ USB charger for iPads POS	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	16.99	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$16.99</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops											
203 - INDIANA UNIVERSITY	95025411	18-AQ Certified Pool Operator Training-Curry	Paid by Check # 79483		12/10/2024	12/10/2024	12/02/2024		12/20/2024	500.00	
									Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 1	<u>\$500.00</u>
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887470-8121124	18- Natural Gas Bryan Pool 17/07/24-12/06/24	Edit		12/18/2024	12/18/2024	12/18/2024			48.77	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$48.77</u>
									Program 182001 - Aquatics - Bryan Pool Totals	Invoice Transactions 3	<u>\$565.76</u>



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 182002 - Aquatics - Mills Pool											
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12922468-9120624	18-Natural Gas Mills - 11/02/24-12/03/24	Paid by Check # 79471		12/11/2024	12/11/2024	12/11/2024		12/11/2024	48.77	
								Account 53540 - Natural Gas Totals		Invoice Transactions 1	\$48.77
								Program 182002 - Aquatics - Mills Pool Totals		Invoice Transactions 1	\$48.77
Program 182500 - Frank Southern Center											
Account 52240 - Fuel and Oil											
2708 - AmeriGas Propane, LP	3170916361	18-FSC Zam Propane 11-22-2024	Paid by EFT # 62975		12/10/2024	12/10/2024	12/20/2024		12/20/2024	144.16	
2708 - AmeriGas Propane, LP	3170579768	18-FSC Zam Propane 11-15-2024	Paid by EFT # 62975		12/10/2024	12/10/2024	12/20/2024		12/20/2024	98.29	
2708 - AmeriGas Propane, LP	3170063961	18-FSC Zam Propane 10-31-2024	Paid by EFT # 62975		12/10/2024	12/10/2024	12/20/2024		12/20/2024	226.06	
2708 - AmeriGas Propane, LP	3171230437	18-FSC Zam Propane 11-29-24	Paid by EFT # 62975		12/10/2024	12/10/2024	12/20/2024		12/20/2024	153.99	
								Account 52240 - Fuel and Oil Totals		Invoice Transactions 4	\$622.50
Account 52420 - Other Supplies											
8658 - Kleindorfer's Hardware LLC	762986	18-magnetic clip, paddle bit, anchors, bit for FSC	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	12.47	
8658 - Kleindorfer's Hardware LLC	763845	18-liquid fire	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	27.87	
								Account 52420 - Other Supplies Totals		Invoice Transactions 2	\$40.34
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887460-9121124	18- Natural Gas FSC 11/07/24-12/06/24	Edit		12/18/2024	12/18/2024	12/18/2024			1,025.25	
								Account 53540 - Natural Gas Totals		Invoice Transactions 1	\$1,025.25
Account 53630 - Machinery and Equipment Repairs											
321 - Harrell Fish, INC (HF1)	ZW19434	18-FSC Blower Motor replacement *SA-11/5/24	Paid by EFT # 63084		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,900.00	
								Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions 1	\$3,900.00
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	87197488306-PRO	18-Scheduling Software Subscription Frank Southern-6 months	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	261.00	
								Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	\$261.00
Account 53920 - Laundry and Other Sanitation Services											
6279 - Destiny Easton (I Shine Cleaning, LLC)	6795	18- SA- FSC Cleaning - November 2024	Paid by EFT # 63052		12/10/2024	12/10/2024	12/20/2024		12/20/2024	300.00	



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3303631	18-FSC Rug Cleaning 11-26-24	Paid by EFT # 63184		12/10/2024	12/10/2024	12/20/2024		12/20/2024	70.73
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2	<u>\$370.73</u>
								Program 182500 - Frank Southern Center Totals	Invoice Transactions 11	<u>\$6,219.82</u>
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4046 - Heritage-Crystal Clean, INC	19021344	18 - Cascades parts cleaner and drum mount	Paid by EFT # 63086		12/10/2024	12/10/2024	12/20/2024		12/20/2024	.00
2974 - MacAllister Machinery Co, INC	R67621362402	18 - Cascades Forestry Mulcher Tax Credit Memo	Paid by EFT # 63128		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(105.11)
2974 - MacAllister Machinery Co, INC	R67621362401	18- Cascades rental Forestry Mulcher	Paid by EFT # 63128		12/10/2024	12/10/2024	12/20/2024		12/20/2024	4,845.86
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 3	<u>\$4,740.75</u>
Account 52420 - Other Supplies										
651 - Engraving & Stamp Center, INC	48286	18 - Cascades City Tournament Plaques (2)	Paid by EFT # 63061		12/10/2024	12/10/2024	12/20/2024		12/20/2024	39.50
4046 - Heritage-Crystal Clean, INC	19021344	18 - Cascades parts cleaner and drum mount	Paid by EFT # 63086		12/10/2024	12/10/2024	12/20/2024		12/20/2024	269.36
4574 - John Deere Financial f.s.b. (Rural King)	308586	18 - Cascades Utility Heaters (2)	Paid by Check # 79484		12/10/2024	12/10/2024	12/20/2024		12/20/2024	49.98
8658 - Kleindorfer's Hardware LLC	798090	18 - Cascades keys made & key rings	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	25.29
								Account 52420 - Other Supplies Totals	Invoice Transactions 4	<u>\$384.13</u>
Account 53510 - Electrical Services										
223 - Duke Energy	121124- PARKSDUKE	18-Parks Electricity Charge November- December - 3rd PO Sequence	Paid by Check # 79461		12/11/2024	12/11/2024	12/11/2024		12/11/2024	122.52
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$122.52</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12947349- 2120624	18-Natural Gas Cascades Golf Course - 11/02/24-12/03/24	Paid by Check # 79471		12/11/2024	12/11/2024	12/11/2024		12/11/2024	58.88
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$58.88</u>



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53990 - Other Services and Charges										
231 - IU Health OCC Health Services	00163106-00	18 - Cascades Hearing Tests - Melwid-10/9/24	Paid by EFT # 63106		12/10/2024	12/10/2024	12/20/2024		12/20/2024	37.00
231 - IU Health OCC Health Services	00163100-00	18 - Cascades Hearing Tests - Kluesner-10/9/24	Paid by EFT # 63106		12/10/2024	12/10/2024	12/20/2024		12/20/2024	37.00
392 - Koorsen Fire & Security, INC	IN00811084	18 - Cascades Fire Extinguisher Inspection	Paid by EFT # 63119		12/10/2024	12/10/2024	12/20/2024		12/20/2024	148.70
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 3	\$222.70
Account 54420 - Purchase of Equipment										
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	1370693	18 - Cascades Sod Cutter	Paid by EFT # 63010		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6,280.00
							Account 54420 - Purchase of Equipment Totals		Invoice Transactions 1	\$6,280.00
							Program 183500 - Golf Services Totals		Invoice Transactions 13	\$11,808.98
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
6394 - Imperial Dade (Nichols Paper & Supply CO)	7326817-00	18- 4 cases Hand sanitizer -Griffy and Leonard Springs	Paid by EFT # 63095		12/10/2024	12/10/2024	12/20/2024		12/20/2024	196.68
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 1	\$196.68
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	590869	18- Treated lumber	Paid by EFT # 62994		12/10/2024	12/10/2024	12/20/2024		12/20/2024	40.16
4574 - John Deere Financial f.s.b. (Rural King)	239376	18 - (2) Wood posts Griffy Lake	Paid by Check # 79484		12/10/2024	12/10/2024	12/20/2024		12/20/2024	89.98
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 2	\$130.14
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	797750	18-NR Program supplies - gloves, screws, bolts, nuts	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	35.86
8658 - Kleindorfer's Hardware LLC	798345	18-5 prung saws, trash bags, square shovel, gloves, trash bags	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	148.92
4549 - Kroger Limited Partnership I	044570	18 - vegetable shortening for winter activity at Holiday Market	Paid by Check # 79485		12/10/2024	12/10/2024	12/20/2024		12/20/2024	5.49
5819 - Synchrony Bank	3354	18 - Storage totes	Paid by Check # 79495		12/10/2024	12/10/2024	12/20/2024		12/20/2024	39.96



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 184000 - Natural Resources											
Account 52420 - Other Supplies											
5296 - The Acorn Group, INC	475410A	18 - (15) Insect nets and (20) magnifying glasses	Paid by EFT # 63230		12/10/2024	12/10/2024	12/20/2024		12/20/2024	656.61	
									Account 52420 - Other Supplies Totals	Invoice Transactions 5	<u>\$886.84</u>
Account 53920 - Laundry and Other Sanitation Services											
4175 - The Stables Events, LLC (Izzy's Rentals)	22045	18-Wapehani & Griffy Restroom Cleaning Services - Oct & Nov 24	Paid by EFT # 63231		12/10/2024	12/10/2024	12/20/2024		12/20/2024	410.00	
									Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 1	<u>\$410.00</u>
Account 53990 - Other Services and Charges											
50335 - Aquatic Control, INC	249512	18 - LARE Aquatic Vegetation Management Plan - Griffy Lake	Paid by EFT # 62978		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,750.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$1,750.00</u>
									Program 184000 - Natural Resources Totals	Invoice Transactions 10	<u>\$3,373.66</u>
Program 184500 - Youth Services -Juke Box											
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983821-5121124	18- Natural Gas AJB 11/07/24-12/06/24	Edit		12/18/2024	12/18/2024	12/18/2024			124.76	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$124.76</u>
									Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1	<u>\$124.76</u>
Program 186500 - Community Events											
Account 52420 - Other Supplies											
8658 - Kleindorfer's Hardware LLC	797861	18-Tube sand for Holiday Market	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	8.50	
8658 - Kleindorfer's Hardware LLC	797672	18 - Duct tape	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	18.07	
									Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$26.57</u>
Account 53990 - Other Services and Charges											
2538 - Bloomington Chamber Singers, INC	2024-4	18- 60 minute performance @ the Holiday Market on Nov. 30, 2024	Paid by EFT # 62997		12/10/2024	12/10/2024	12/20/2024		12/20/2024	500.00	
9491 - David Everton	11-30-24	18 - Santa for Holiday Market event on 11/30/24	Paid by EFT # 63064		12/10/2024	12/10/2024	12/20/2024		12/20/2024	150.00	



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
6182 - Gregory Rex Miller	11.30.24	18- 60 minute performance at the Holiday Market on Nov. 30	Paid by EFT # 63148		12/10/2024	12/10/2024	12/20/2024		12/20/2024	750.00
6686 - Sarah L Owen	113024	18- Subcontractor for the Holiday Market Event Emcee	Paid by EFT # 63173		12/10/2024	12/10/2024	12/20/2024		12/20/2024	150.00
9018 - Jonathan Perron	00126	18- 60 minute performance at the Holiday Market on Nov. 30	Paid by EFT # 63181		12/10/2024	12/10/2024	12/20/2024		12/20/2024	500.00
536 - Chris Ramsey (KingSnake Sound Company)	140756	18- Sound Equipment Rental and Sound Engineering Services	Paid by EFT # 63194		12/10/2024	12/10/2024	12/20/2024		12/20/2024	525.00
336 - Southside Rental Center, INC	25955	18- rental of tents for the Holiday Market on Nov. 30	Paid by Check # 79493		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,705.48
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 7	\$5,280.48
							Program 186500 - Community Events Totals		Invoice Transactions 9	\$5,307.05
Program 187500 - Banneker										
Account 53140 - Exterminator Services										
9254 - Rentokil North American INC (Terminix Commercial)	70158920	18- Banneker Green Pest Control 11-13-2024	Paid by Check # 79492		12/10/2024	12/10/2024	12/20/2024		12/20/2024	84.00
							Account 53140 - Exterminator Services Totals		Invoice Transactions 1	\$84.00
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12989797-1120624	18-Natural Gas Banneker-11/02/24-12/03/24	Paid by Check # 79471		12/11/2024	12/11/2024	12/11/2024		12/11/2024	276.57
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	\$276.57
Account 53630 - Machinery and Equipment Repairs										
392 - Koorsen Fire & Security, INC	IN00801990	18- Banneker fire alarm service call 11-6-24	Paid by EFT # 63119		12/10/2024	12/10/2024	12/20/2024		12/20/2024	330.95
							Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions 1	\$330.95
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	391563	18-Banneker Elevator Certification Indiana Homeland Sec	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	131.32
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	\$131.32



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6788	18 Banneker Cleaning Service - November 2024	Paid by EFT # 63052		12/10/2024	12/10/2024	12/20/2024		12/20/2024	310.00
204 - State Of Indiana	7183910	18- Seasonal Staff Background Check	Paid by Check # 79494		12/10/2024	12/10/2024	12/20/2024		12/20/2024	15.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$325.00</u>
							Program 187500 - Banneker Totals		Invoice Transactions 6	<u>\$1,147.84</u>
Program 189000 - Operations										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	589846	18-OPS (1) 2X6 treated lumber	Paid by EFT # 62994		12/10/2024	12/10/2024	12/20/2024		12/20/2024	25.78
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	<u>\$25.78</u>
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	798343	18-door closer & repair putty to fix portalet	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	14.48
6262 - Koenig Equipment, INC	P48336	18-OPS battery, filters and filler cap for John Deer Mower	Paid by EFT # 63117		12/10/2024	12/10/2024	12/20/2024		12/20/2024	255.79
476 - Southern Indiana Parts, INC (Napa Auto Parts)	610138	18-OPS gear oil & brake parts cleaner for Mower repair	Paid by EFT # 63216		12/10/2024	12/10/2024	12/20/2024		12/20/2024	17.59
							Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 3	<u>\$287.86</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MDF-TXQK-G3HG	18-OPS Phil Paris city phone, new case and charger	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	55.95
53328 - OCCOutdoors, INC	WEB_100019426	18-OPS pole mounted trash cans (3) 10 gal, (3) 20 gal	Paid by EFT # 63167		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,778.37
53442 - Paragon Micro, INC	S5178700	18-OPS Adobe Acrobat Pro Rebecca Swift	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	240.99
7074 - Playcore Group INC & Subsidiaries (Park Catalog)	310039255	18-OPS (3) replacement 55 gal Trash receptacles	Paid by EFT # 63183		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,849.51
							Account 52420 - Other Supplies Totals		Invoice Transactions 4	<u>\$4,924.82</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888106-7120424	18-Natural Gas Rose Hill 2- 11/01/24-11/27/24	Paid by Check # 79471		12/11/2024	12/11/2024	12/11/2024		12/11/2024	139.32



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 189000 - Operations											
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888179-4121124	18- Natural Gas OPS SYP Maintenance 11/07/24-12/06/24	Edit		12/18/2024	12/18/2024	12/18/2024			137.69	
									Account 53540 - Natural Gas Totals	Invoice Transactions 2	<u>\$277.01</u>
Account 53610 - Building Repairs											
392 - Koorsen Fire & Security, INC	IN00811078	18-OPS Fire extinguisher annual inspections - Bryan Park	Paid by EFT # 63119		12/10/2024	12/10/2024	12/20/2024		12/20/2024	49.60	
392 - Koorsen Fire & Security, INC	IN00811076	18-OPS Fire extinguisher annual inspections - Rose Hill Cemetary	Paid by EFT # 63119		12/10/2024	12/10/2024	12/20/2024		12/20/2024	126.10	
392 - Koorsen Fire & Security, INC	IN00811081	18-OPS Fire extinguisher annual inspections - Winslow Goat Farm	Paid by EFT # 63119		12/10/2024	12/10/2024	12/20/2024		12/20/2024	59.55	
392 - Koorsen Fire & Security, INC	IN00811080	18-OPS Fire extinguisher annual inspections - Ops Center	Paid by EFT # 63119		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,118.70	
392 - Koorsen Fire & Security, INC	CM-UP00268563	18-OPS Credit for overpayment of inv IN00396279	Paid by EFT # 63119		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(22.30)	
									Account 53610 - Building Repairs Totals	Invoice Transactions 5	<u>\$1,331.65</u>
Account 53950 - Landfill											
8253 - Fire Dawgs, INC	499	18-OPS Parks share of encampment clean-up	Paid by EFT # 63066		12/10/2024	12/10/2024	12/20/2024		12/20/2024	4,004.88	
									Account 53950 - Landfill Totals	Invoice Transactions 1	<u>\$4,004.88</u>
Account 53990 - Other Services and Charges											
3560 - First Financial Bank / Credit Cards	26515017	18-KY-IN RiverLink Toll Payment Operations- 10/17/24	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	18.22	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$18.22</u>
									Program 189000 - Operations Totals	Invoice Transactions 17	<u>\$10,870.22</u>
Program 189006 - Switchyard Property											
Account 52210 - Institutional Supplies											
51857 - Flex-Pac, INC	I367360-01	18- SYP wet mop head and floor cleaner	Paid by Check # 79480		12/10/2024	12/10/2024	12/20/2024		12/20/2024	58.64	



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I368450-01	18 -SYP Curved floor Squeegee	Paid by Check # 79480		12/10/2024	12/10/2024	12/20/2024		12/20/2024	173.64
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 2	<u>\$232.28</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	797583	18 -SYP pvc caps, painters tape, door stops	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	38.95
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	<u>\$38.95</u>
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	797803	18 -SYP zip ties, velcro, weather stripping, bit heads	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	45.84
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$45.84</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888908-6121124	18- Natural Gas SYP Pav 11/07/24-12/06/24	Edit		12/18/2024	12/18/2024	12/18/2024			325.54
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$325.54</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003586312	18- SYP 8 Yard Dumpster - Nov 2024	Paid by EFT # 62955		12/11/2024	12/11/2024	12/11/2024		12/11/2024	278.28
							Account 53950 - Landfill Totals		Invoice Transactions 1	<u>\$278.28</u>
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	B-Line_&Parks-3	18-OPS Security Services - B-Line & Parks Nov 2024	Paid by EFT # 63131		12/10/2024	12/10/2024	12/20/2024		12/20/2024	18,687.60
6330 - Marshall Security LLC	SYP_Park-002	18-SYP Security Services - Nov 2024	Paid by EFT # 63131		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9,343.80
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$28,031.40</u>
							Program 189006 - Switchyard Property Totals		Invoice Transactions 8	<u>\$28,952.29</u>
Program 189500 - Urban Greenspace										
Account 52420 - Other Supplies										
52948 - Mays Greenhouse, LLC	35545	18 - UGS 4 - holiday wreath wire for Courthouse Square	Paid by EFT # 63134		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7.98
52948 - Mays Greenhouse, LLC	35142	18 - UGS 4 - 60" holiday wreaths for Courthouse Square	Paid by EFT # 63134		12/10/2024	12/10/2024	12/20/2024		12/20/2024	831.72



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Urban Greenspace										
Account 52420 - Other Supplies										
52948 - Mays Greenhouse, LLC	35150	18 - UGS red ribbon for holiday wreaths (bow replacement)	Paid by EFT # 63134		12/10/2024	12/10/2024	12/20/2024		12/20/2024	37.25
								Account 52420 - Other Supplies Totals	Invoice Transactions 3	<u>\$876.95</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	464803	18-Forest Pest Management - Godsey	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	55.00
3560 - First Financial Bank / Credit Cards	464799	18-Forest Pest Management - Minshall	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	55.00
								Account 53160 - Instruction Totals	Invoice Transactions 2	<u>\$110.00</u>
								Program 189500 - Urban Greenspace Totals	Invoice Transactions 5	<u>\$986.95</u>
Program 189501 - Cemeteries										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879656-2120624	18-Natural Gas Rose Hill 2 11/02/24-12/03/24	Paid by Check # 79471		12/11/2024	12/11/2024	12/11/2024		12/11/2024	33.91
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879235-5120624	18-Natural Gas Rosehill 1-11/02/04-12/03/24	Paid by Check # 79471		12/11/2024	12/11/2024	12/11/2024		12/11/2024	42.02
								Account 53540 - Natural Gas Totals	Invoice Transactions 2	<u>\$75.93</u>
								Program 189501 - Cemeteries Totals	Invoice Transactions 2	<u>\$75.93</u>
Program 189503 - Urban Forestry										
Account 52310 - Building Materials and Supplies										
365 - Rogers Group, INC	0713016516	18- UF #2 stone fill (20 Tons) - Nursery	Paid by EFT # 63202		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,126.25
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	<u>\$1,126.25</u>
Account 52420 - Other Supplies										
4660 - A.M. Leonard, INC	CI24055725	18- UF Deer Protection, shovels, safety cones	Paid by EFT # 62969		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,518.90
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17T7-FY1C-996D	18-50ct Yellow Non-Slip "Not a Pedestrian Walkway" Decals for U	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	489.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$3,007.90</u>
Account 53130 - Medical										
231 - IU Health OCC Health Services	00163109-00	18-Hearing tests - Mysliwiec-10/10/24	Paid by EFT # 63106		12/10/2024	12/10/2024	12/20/2024		12/20/2024	37.00
								Account 53130 - Medical Totals	Invoice Transactions 1	<u>\$37.00</u>



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53990 - Other Services and Charges										
6614 - J.R. Ellington Tree Experts	07142401	18- UF Mulberry Ct Storm Removals - removal & cleanup	Paid by EFT # 63109		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,900.00
6614 - J.R. Ellington Tree Experts	07122401	18- UF 1840 S Walnut Storm Damage-tree removal & cleanup	Paid by EFT # 63109		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7,000.00
6614 - J.R. Ellington Tree Experts	062726	18-UF - 2420 Canada Storm Tree Removal	Paid by EFT # 63109		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6,000.00
6614 - J.R. Ellington Tree Experts	08152401	18-UF- Hazard Tree Removal Service Agreement - 1303 S. Stull	Paid by EFT # 63109		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6,500.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 4	<u>\$23,400.00</u>
							Program 189503 - Urban Forestry Totals		Invoice Transactions 8	<u>\$27,571.15</u>
							Department 18 - Parks & Recreation Totals		Invoice Transactions 114	<u>\$153,704.59</u>
							Fund 200 - Parks and Recreation Gen (S1301) Totals		Invoice Transactions 114	<u>\$153,704.59</u>
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	454318076965	18-Street French Lick Hotel IPRA 11/4-11/7	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	477.00
							Account 53230 - Travel Totals		Invoice Transactions 1	<u>\$477.00</u>
							Program 181000 - Administration Totals		Invoice Transactions 1	<u>\$477.00</u>
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	30160902861	18-Dick's-Bulk Shoe Order for Fairview Afterschool Program H&W	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,047.16
4549 - Kroger Limited Partnership I	092244	18 - The Cooking Classroom Supplies	Paid by Check # 79485		12/10/2024	12/10/2024	12/20/2024		12/20/2024	34.89
4549 - Kroger Limited Partnership I	128410	18- supplies Cooking Classroom - Dec. 19 Program	Paid by Check # 79485		12/10/2024	12/10/2024	12/20/2024		12/20/2024	45.55
							Account 52420 - Other Supplies Totals		Invoice Transactions 3	<u>\$2,127.60</u>
							Program 181001 - Health & Wellness Totals		Invoice Transactions 3	<u>\$2,127.60</u>



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53990 - Other Services and Charges										
9501 - CTM Services, INC	7491	18-FSC 2013 Olympia Millennium Rental - 11/27-12/26/24	Paid by EFT # 63041		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,950.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$2,950.00</u>
							Program 182500 - Frank Southern Center Totals	Invoice Transactions 1		<u>\$2,950.00</u>
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
4610 - Hopscotch Coffee, LLC	5365	18- FSC Concessions Coffee-pounds-whole bean (30)	Paid by EFT # 63091		12/10/2024	12/10/2024	12/20/2024		12/20/2024	405.00
5819 - Synchrony Bank	3288	18-FSC Concessions Items Purchased 11-27-24	Paid by Check # 79495		12/10/2024	12/10/2024	12/20/2024		12/20/2024	115.02
							Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 2		<u>\$520.02</u>
							Program 182501 - Frank Southern Center Concession Totals	Invoice Transactions 2		<u>\$520.02</u>
Program 184000 - Natural Resources										
Account 43270 - Registration Fees										
Bloomington Parks Foundation	2024-00002036	18-Refunds	Paid by Check # 79501		12/10/2024	12/10/2024	12/20/2024		12/20/2024	51.00
							Account 43270 - Registration Fees Totals	Invoice Transactions 1		<u>\$51.00</u>
Account 53990 - Other Services and Charges										
4849 - Bruce Wilds Security, LLC	11130	18-Deer Hunt 2025 Security Services-11/16-11/24/24	Paid by EFT # 63013		12/10/2024	12/10/2024	12/20/2024		12/20/2024	4,650.00
121 - Eco Logic, LLC	5843	18- Griffy Deer Browse Study 2024 Monitoring & Summary Report	Paid by EFT # 63053		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6,435.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 2		<u>\$11,085.00</u>
							Program 184000 - Natural Resources Totals	Invoice Transactions 3		<u>\$11,136.00</u>
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	064424	18-Kid City Snacks 12-4-24	Paid by Check # 79485		12/10/2024	12/10/2024	12/20/2024		12/20/2024	19.86
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$19.86</u>
							Program 184501 - Youth Services-Kid City Camps Totals	Invoice Transactions 1		<u>\$19.86</u>
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	3793	18 - TLRC Industrial Maintenance Supplies - batteries, ice melt,	Paid by Check # 79495		12/10/2024	12/10/2024	12/20/2024		12/20/2024	315.44



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	4186	18 - TLRC Industrial Maintenance Supplies 12-5-2024	Paid by Check # 79495		12/10/2024	12/10/2024	12/20/2024		12/20/2024	311.62
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 2	<u>\$627.06</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	797964	18-25' cable, 4" elect box/cover, electrical tape, caulking, duc	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	76.95
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	<u>\$76.95</u>
Account 52420 - Other Supplies										
4448 - Varsity Brands Holding Co., INC (BSN Sports)	927749790	18 - TLRC Scoreboard Parts	Paid by EFT # 63245		12/10/2024	12/10/2024	12/20/2024		12/20/2024	37.94
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$37.94</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888116-6120424	18-Natural Gas TLRC - 11/01/24-11/27/24	Paid by Check # 79471		12/11/2024	12/11/2024	12/11/2024		12/11/2024	407.55
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$407.55</u>
Account 53610 - Building Repairs										
53657 - Plymate, INC	3305606	18 - TLRC Entry Mats 12-04-24	Paid by EFT # 63184		12/10/2024	12/10/2024	12/20/2024		12/20/2024	82.38
							Account 53610 - Building Repairs Totals		Invoice Transactions 1	<u>\$82.38</u>
							Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 6	<u>\$1,231.88</u>
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	120524	18-TLRC Fitness Specialist	Paid by EFT # 62986		12/10/2024	12/10/2024	12/20/2024		12/20/2024	140.00
9124 - Karin B Coopersmith	120524	18-TLRC Fitness Specialist	Paid by EFT # 63034		12/10/2024	12/10/2024	12/20/2024		12/20/2024	31.25
8370 - Alice M Day	111924	18-TLRC Fitness Specialist	Paid by EFT # 63045		12/10/2024	12/10/2024	12/20/2024		12/20/2024	31.25
13007 - Valeria A Decastro	120624	18-TLRC Fitness Specialist	Paid by EFT # 63046		12/10/2024	12/10/2024	12/20/2024		12/20/2024	93.75
5274 - Catherine T Gossett	120624	18-TLRC Fitness Specialist	Paid by EFT # 63077		12/10/2024	12/10/2024	12/20/2024		12/20/2024	210.00
9212 - Siddhartha T McLeod	112124	18-TLRC Fitness Specialist	Paid by EFT # 63139		12/10/2024	12/10/2024	12/20/2024		12/20/2024	62.50
8184 - Emily E Tally	120524	18-TLRC Fitness Specialist	Paid by EFT # 63227		12/10/2024	12/10/2024	12/20/2024		12/20/2024	62.50
9354 - Logan Thomas	120524	18-TLRC Fitness Specialist	Paid by EFT # 63233		12/10/2024	12/10/2024	12/20/2024		12/20/2024	84.00



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
9126 - Meredith I Wendell	120324	18-TLRC Fitness Specialist	Paid by EFT # 63253		12/10/2024	12/10/2024	12/20/2024		12/20/2024	31.25
9222 - Skyler Wildfong	120424	18-TLRC Fitness Specialist	Paid by EFT # 63256		12/10/2024	12/10/2024	12/20/2024		12/20/2024	62.50
							Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions	10	<u>\$809.00</u>
							Program 185002 - TLRC-Health & Wellness Totals	Invoice Transactions	10	<u>\$809.00</u>
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
7184 - Larry Branam	111924	18-TLRC Basketball Official	Paid by EFT # 63009		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50.00
8414 - Scott Matthew Burton	112124	18-TLRC Basketball Official	Paid by EFT # 63016		12/10/2024	12/10/2024	12/20/2024		12/20/2024	100.00
20105 - Brandon B Chambers	111924	18-TLRC Basketball Official	Paid by EFT # 63024		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50.00
17565 - Michael B Hicks (Contractual)	111924	18-TLRC Basketball Official	Paid by EFT # 63087		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50.00
9560 - Grace Mangan	111924	18-TLRC Basketball Official	Paid by EFT # 63130		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50.00
8862 - Gavin Muhlenkamp	111824	18-TLRC Basketball Official	Paid by EFT # 63158		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50.00
9555 - Matthew Shane Murphy	112024	18-TLRC Basketball Official	Paid by EFT # 63161		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50.00
9188 - Gregory Reilly	112124	18-TLRC Basketball Official	Paid by EFT # 63198		12/10/2024	12/10/2024	12/20/2024		12/20/2024	100.00
9167 - David E Stewart	112124	18-TLRC Basketball Official	Paid by EFT # 63222		12/10/2024	12/10/2024	12/20/2024		12/20/2024	125.00
9153 - Isiah Teran	112124	18-TLRC Basketball Official	Paid by EFT # 63229		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50.00
8454 - David Lee Williams	111824	18-TLRC Basketball Official	Paid by EFT # 63258		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50.00
							Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions	11	<u>\$725.00</u>
							Program 185003 - TLRC-Basketball Totals	Invoice Transactions	11	<u>\$725.00</u>
Program 185006 - TLRC-Concessions										
Account 52330 - Street, Alley, and Sewer Material										
4099 - Gold Medal Products CO.	80-187188	18 - TLRC Concessions Items for Sale 12-02-24	Paid by EFT # 63075		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,374.90
8155 - PepsiCo Beverage Sales, LLC	47231009	18 - TLRC Concessions Items for Sale 12-04-24	Paid by EFT # 63179		12/10/2024	12/10/2024	12/20/2024		12/20/2024	948.86



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	3789	18 - TLRC Concessions Items for Sale 12-03-24	Paid by Check # 79495		12/10/2024	12/10/2024	12/20/2024		12/20/2024	698.12
5819 - Synchrony Bank	4185	18-TLRC Concession Items - 12/05/2024	Paid by Check # 79495		12/10/2024	12/10/2024	12/20/2024		12/20/2024	402.16
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 4	<u>\$3,424.04</u>
							Program 185006 - TLRC-Concessions Totals		Invoice Transactions 4	<u>\$3,424.04</u>
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
6964 - James S Daley	2024013	18 - Trivia hosting for Trivia series - 7/19, 9/6, 11/1. 12/6	Paid by EFT # 63044		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,400.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$1,400.00</u>
							Program 186500 - Community Events Totals		Invoice Transactions 1	<u>\$1,400.00</u>
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
9145 - Mehmet Akgun (Sofra Bakery)	4148	18-Market Bucks and Gift Certificates	Paid by EFT # 62972		12/10/2024	12/10/2024	12/20/2024		12/20/2024	20.00
4417 - Maria Carlassare (Piccoli Dolci, INC)	4115	18-Market Bucks and Gift Certificates	Paid by EFT # 63020		12/10/2024	12/10/2024	12/20/2024		12/20/2024	20.00
3973 - Amanda Cline	4124	18-Market Bucks and Gift Certificates	Paid by EFT # 63029		12/10/2024	12/10/2024	12/20/2024		12/20/2024	80.00
9041 - Copious INC (dba Brown County Coffee)	4143	18-Market Bucks and Gift Certificates	Paid by EFT # 63035		12/10/2024	12/10/2024	12/20/2024		12/20/2024	165.00
4360 - Earth Song Farm, LLC	4123	18-Market Bucks and Gift Certificates	Paid by EFT # 63051		12/10/2024	12/10/2024	12/20/2024		12/20/2024	140.00
8980 - FirstLite Farms LLC	4127	18-Market Bucks and Gift Certificates	Paid by EFT # 63069		12/10/2024	12/10/2024	12/20/2024		12/20/2024	60.00
12416 - Daniel J Graber	4120	18-Market Bucks and Gift Certificates	Paid by EFT # 63078		12/10/2024	12/10/2024	12/20/2024		12/20/2024	370.00
52276 - Hunter's Honey Farm	4147	18-Market Bucks and Gift Certificates	Paid by EFT # 63093		12/10/2024	12/10/2024	12/20/2024		12/20/2024	180.00
5200 - Chester L Lehman (Olde Lane Orchard)	4141	18-Market Bucks and Gift Certificates	Paid by EFT # 63124		12/10/2024	12/10/2024	12/20/2024		12/20/2024	525.00
4281 - Living Roots, INC	4157	18-Market Bucks and Gift Certificates	Paid by EFT # 63126		12/10/2024	12/10/2024	12/20/2024		12/20/2024	225.00
8951 - Keith McConnell (McConnell Farm)	4116	18-Market Bucks and Gift Certificates	Paid by EFT # 63135		12/10/2024	12/10/2024	12/20/2024		12/20/2024	20.00
8923 - Sara McGaha	4130	18-Gift Certificates	Paid by EFT # 63136		12/10/2024	12/10/2024	12/20/2024		12/20/2024	20.00



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 201 - Parks and Rec Non Reverting											
Department 18 - Parks & Recreation											
Program 186503 - Community Events-Farmers' Market											
Account 47230 - Gift Certificate											
8952 - Sarah McGee (Heartland Family Farm)	4112	18-Market Bucks and Gift Certificates	Paid by EFT # 63137		12/10/2024	12/10/2024	12/20/2024		12/20/2024	230.00	
8952 - Sarah McGee (Heartland Family Farm)	4161	18-Market Bucks and Gift Certificates	Paid by EFT # 63137		12/10/2024	12/10/2024	12/20/2024		12/20/2024	240.00	
7356 - John A McMahan	4145	18-Market Bucks and Gift Certificates	Paid by EFT # 63140		12/10/2024	12/10/2024	12/20/2024		12/20/2024	85.00	
9007 - Metta Gardens	4122	18-Market Bucks and Gift Certificates	Paid by EFT # 63142		12/10/2024	12/10/2024	12/20/2024		12/20/2024	20.00	
6430 - Pili's Party Taco, LLC	4144	18-Gift Certificates	Paid by EFT # 63182		12/10/2024	12/10/2024	12/20/2024		12/20/2024	40.00	
9578 - Amber Racoma (Mama Dukes LLC)	4156	18-Market Bucks and Gift Certificates	Paid by EFT # 63191		12/10/2024	12/10/2024	12/20/2024		12/20/2024	55.00	
14571 - Melvin E Reeves	4151	18-Market Bucks and Gift Certificates	Paid by EFT # 63197		12/10/2024	12/10/2024	12/20/2024		12/20/2024	30.00	
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	4125	18-Market Bucks and Gift Certificates	Paid by EFT # 63208		12/10/2024	12/10/2024	12/20/2024		12/20/2024	90.00	
17532 - Ralph Shatto (Poseys & Pumpkins)	4149	18-Market Bucks and Gift Certificates	Paid by EFT # 63211		12/10/2024	12/10/2024	12/20/2024		12/20/2024	45.00	
6618 - James Sigman	4140	18-Market Bucks and Gift Certificates	Paid by EFT # 63213		12/10/2024	12/10/2024	12/20/2024		12/20/2024	65.00	
6495 - Kyle S Smith (Wilderlove Farm, LLC)	4160	18-Market Bucks and Gift Certificates	Paid by EFT # 63214		12/10/2024	12/10/2024	12/20/2024		12/20/2024	185.00	
6623 - Twilight Dairy, LLC	4150	18-Market Bucks and Gift Certificates	Paid by EFT # 63242		12/10/2024	12/10/2024	12/20/2024		12/20/2024	300.00	
1062 - Marcia Veldman	4121	18-Market Bucks and Gift Certificates	Paid by EFT # 63246		12/10/2024	12/10/2024	12/20/2024		12/20/2024	100.00	
4426 - Christa L Vosters (Kettle Of Corn, LLC)	4118	18-Market Bucks and Gift Certificates	Paid by EFT # 63251		12/10/2024	12/10/2024	12/20/2024		12/20/2024	20.00	
									Account 47230 - Gift Certificate Totals	Invoice Transactions 26	\$3,330.00
Account 47240 - EBT Market Bucks											
9145 - Mehmet Akgun (Sofra Bakery)	4148	18-Market Bucks and Gift Certificates	Paid by EFT # 62972		12/10/2024	12/10/2024	12/20/2024		12/20/2024	15.00	
8361 - Blooming Shrooms, LLC	4142	18-Market Bucks	Paid by EFT # 62995		12/10/2024	12/10/2024	12/20/2024		12/20/2024	201.00	
8361 - Blooming Shrooms, LLC	4153	18-Market Bucks	Paid by EFT # 62995		12/10/2024	12/10/2024	12/20/2024		12/20/2024	21.00	
4417 - Maria Carlassare (Piccoli Dolci, INC)	4128	18-Market Bucks	Paid by EFT # 63020		12/10/2024	12/10/2024	12/20/2024		12/20/2024	18.00	
4417 - Maria Carlassare (Piccoli Dolci, INC)	4115	18-Market Bucks and Gift Certificates	Paid by EFT # 63020		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6.00	
3973 - Amanda Cline	4124	18-Market Bucks and Gift Certificates	Paid by EFT # 63029		12/10/2024	12/10/2024	12/20/2024		12/20/2024	48.00	



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
9041 - Copious INC (dba Brown County Coffee)	4143	18-Market Bucks and Gift Certificates	Paid by EFT # 63035		12/10/2024	12/10/2024	12/20/2024		12/20/2024	72.00
9041 - Copious INC (dba Brown County Coffee)	4154	18-Market Bucks	Paid by EFT # 63035		12/10/2024	12/10/2024	12/20/2024		12/20/2024	78.00
4360 - Earth Song Farm, LLC	4126	18-Market Bucks	Paid by EFT # 63051		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9.00
4360 - Earth Song Farm, LLC	4123	18-Market Bucks and Gift Certificates	Paid by EFT # 63051		12/10/2024	12/10/2024	12/20/2024		12/20/2024	24.00
8980 - FirstLite Farms LLC	4127	18-Market Bucks and Gift Certificates	Paid by EFT # 63069		12/10/2024	12/10/2024	12/20/2024		12/20/2024	15.00
12416 - Daniel J Graber	4120	18-Market Bucks and Gift Certificates	Paid by EFT # 63078		12/10/2024	12/10/2024	12/20/2024		12/20/2024	174.00
8136 - Amanda Hand (MKONO Farm)	4155	18-Market Bucks	Paid by EFT # 63082		12/10/2024	12/10/2024	12/20/2024		12/20/2024	18.00
52276 - Hunter's Honey Farm	4147	18-Market Bucks and Gift Certificates	Paid by EFT # 63093		12/10/2024	12/10/2024	12/20/2024		12/20/2024	462.00
9364 - Andrea J Jackson (AJJacks, LLC) (The Back Forty Farm)	4134	18-Market Bucks	Paid by EFT # 63111		12/10/2024	12/10/2024	12/20/2024		12/20/2024	45.00
5200 - Chester L Lehman (Olde Lane Orchard)	4141	18-Market Bucks and Gift Certificates	Paid by EFT # 63124		12/10/2024	12/10/2024	12/20/2024		12/20/2024	231.00
4281 - Living Roots, INC	4157	18-Market Bucks and Gift Certificates	Paid by EFT # 63126		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,368.00
4281 - Living Roots, INC	4158	18-Market Bucks	Paid by EFT # 63126		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3.00
8951 - Keith McConnell (McConnell Farm)	4117	18-Market Bucks	Paid by EFT # 63135		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6.00
8951 - Keith McConnell (McConnell Farm)	4116	18-Market Bucks and Gift Certificates	Paid by EFT # 63135		12/10/2024	12/10/2024	12/20/2024		12/20/2024	18.00
8952 - Sarah McGee (Heartland Family Farm)	4112	18-Market Bucks and Gift Certificates	Paid by EFT # 63137		12/10/2024	12/10/2024	12/20/2024		12/20/2024	48.00
8952 - Sarah McGee (Heartland Family Farm)	4161	18-Market Bucks and Gift Certificates	Paid by EFT # 63137		12/10/2024	12/10/2024	12/20/2024		12/20/2024	54.00
9518 - Cassandra McKinney (The Soap Quarry & Co LLC)	4135	18-Market Bucks	Paid by EFT # 63138		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9.00
9518 - Cassandra McKinney (The Soap Quarry & Co LLC)	4113	18-Market Bucks	Paid by EFT # 63138		12/10/2024	12/10/2024	12/20/2024		12/20/2024	27.00
7356 - John A McMahan	4145	18-Market Bucks and Gift Certificates	Paid by EFT # 63140		12/10/2024	12/10/2024	12/20/2024		12/20/2024	27.00
9007 - Metta Gardens	4122	18-Market Bucks and Gift Certificates	Paid by EFT # 63142		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9.00
9578 - Amber Racoma (Mama Dukes LLC)	4156	18-Market Bucks and Gift Certificates	Paid by EFT # 63191		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3.00



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
14571 - Melvin E Reeves	4151	18-Market Bucks and Gift Certificates	Paid by EFT # 63197		12/10/2024	12/10/2024	12/20/2024		12/20/2024	84.00
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	4125	18-Market Bucks and Gift Certificates	Paid by EFT # 63208		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9.00
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	4146	18-Market Bucks	Paid by EFT # 63208		12/10/2024	12/10/2024	12/20/2024		12/20/2024	12.00
17532 - Ralph Shatto (Poseys & Pumpkins)	4149	18-Market Bucks and Gift Certificates	Paid by EFT # 63211		12/10/2024	12/10/2024	12/20/2024		12/20/2024	129.00
6618 - James Sigman	4140	18-Market Bucks and Gift Certificates	Paid by EFT # 63213		12/10/2024	12/10/2024	12/20/2024		12/20/2024	84.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	4160	18-Market Bucks and Gift Certificates	Paid by EFT # 63214		12/10/2024	12/10/2024	12/20/2024		12/20/2024	138.00
6623 - Twilight Dairy, LLC	4150	18-Market Bucks and Gift Certificates	Paid by EFT # 63242		12/10/2024	12/10/2024	12/20/2024		12/20/2024	234.00
1062 - Marcia Veldman	4121	18-Market Bucks and Gift Certificates	Paid by EFT # 63246		12/10/2024	12/10/2024	12/20/2024		12/20/2024	33.00
4426 - Christa L Vosters (Kettle Of Corn, LLC)	4118	18-Market Bucks and Gift Certificates	Paid by EFT # 63251		12/10/2024	12/10/2024	12/20/2024		12/20/2024	21.00
6592 - Christopher Salem Willard	4114	18-Market Bucks	Paid by EFT # 63257		12/10/2024	12/10/2024	12/20/2024		12/20/2024	48.00
6592 - Christopher Salem Willard	4152	18-Market Bucks	Paid by EFT # 63257		12/10/2024	12/10/2024	12/20/2024		12/20/2024	120.00
							Account 47240 - EBT Market Bucks Totals		Invoice Transactions 38	<u>\$3,921.00</u>
Account 53940 - Temporary Contractual Employee										
3875 - Sandra Salinas-Kobyłka	113024	18- Cleaning Services - City Hall after Holiday Market	Paid by EFT # 63206		12/10/2024	12/10/2024	12/20/2024		12/20/2024	65.00
							Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 1	<u>\$65.00</u>
Account 53990 - Other Services and Charges										
7799 - David D (dba Matixando) Gonzalez	11	18- Farmers Market Entertainment 10-19-24	Paid by EFT # 63076		12/10/2024	12/10/2024	12/20/2024		12/20/2024	200.00
392 - Koorsen Fire & Security, INC	IN00811082	18- Farmers' Market Fire Extinguisher Inspection	Paid by EFT # 63119		12/10/2024	12/10/2024	12/20/2024		12/20/2024	66.00
6330 - Marshall Security LLC	2024-12-01	18- Holiday Market Security- November 30, 2024	Paid by EFT # 63131		12/10/2024	12/10/2024	12/20/2024		12/20/2024	134.25
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 3	<u>\$400.25</u>
							Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 68	<u>\$7,716.25</u>



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
8734 - Cicada Cinema LLC	9.24.23	18- Movies Licenses for Movies in the Parks Series 2024	Paid by EFT # 63025		12/10/2024	12/10/2024	12/20/2024		12/20/2024	975.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$975.00</u>
							Program 186506 - Performing Art Series Totals	Invoice Transactions 1		<u>\$975.00</u>
Program 189000 - Operations										
Account 53160 - Instruction										
1481 - Ivy Tech Community College of Indiana	N110242000	18-OPS CDL class for Anthony Robertson and Jeremy McIntire	Paid by EFT # 63107		12/10/2024	12/10/2024	12/20/2024		12/20/2024	8,720.00
							Account 53160 - Instruction Totals	Invoice Transactions 1		<u>\$8,720.00</u>
							Program 189000 - Operations Totals	Invoice Transactions 1		<u>\$8,720.00</u>
Program G20010 - 2020 NRPA Nutrition Hub										
Account 52420 - Other Supplies										
2689 - Greendell Landscape Solutions, INC	0285500-IN	18-Soil for Banneker garden beds	Paid by EFT # 63079		12/10/2024	12/10/2024	12/20/2024		12/20/2024	364.50
2689 - Greendell Landscape Solutions, INC	0285501-IN	18-Woodchips for Banneker garden	Paid by EFT # 63079		12/10/2024	12/10/2024	12/20/2024		12/20/2024	227.25
4574 - John Deere Financial f.s.b. (Rural King)	308960	18- Materials for Banneker garden fence-cable ties, fence posts	Paid by Check # 79484		12/10/2024	12/10/2024	12/20/2024		12/20/2024	158.72
8658 - Kleindorfer's Hardware LLC	798243	18- 16x20 tarp for Banneker garden	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	46.99
52948 - Mays Greenhouse, LLC	34374	18-Banneker garden supplies-pots, trays, soil	Paid by EFT # 63134		12/10/2024	12/10/2024	12/20/2024		12/20/2024	335.61
							Account 52420 - Other Supplies Totals	Invoice Transactions 5		<u>\$1,133.07</u>
							Program G20010 - 2020 NRPA Nutrition Hub Totals	Invoice Transactions 5		<u>\$1,133.07</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions 118		<u>\$43,364.72</u>
							Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions 118		<u>\$43,364.72</u>
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
50776 - Blue Grass Farms, INC	193306-1	18 - UF Tree Planting Stock BICI RD 3	Paid by EFT # 63003		12/10/2024	12/10/2024	12/20/2024		12/20/2024	14,295.50
50776 - Blue Grass Farms, INC	193306	18 - UF Tree Planting Stock BICI RD 3	Paid by EFT # 63003		12/10/2024	12/10/2024	12/20/2024		12/20/2024	15,790.50



Board of Park Commissioners Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
18844 - First Financial Bank, N.A.	ReedApp6Gate way1	18-Escrow-Gateway PH I Proj (Reed & Sons)- App 6	Paid by Check # 79478		12/10/2024	12/10/2024	12/20/2024		12/20/2024	10,021.09
7402 - Nature's Way, INC	66845	18- UF Tree Planting Stock - Ohio Buckeye Trees (6)	Paid by EFT # 63162		12/10/2024	12/10/2024	12/20/2024		12/20/2024	810.00
503 - Reed And Sons Construction, INC	ReedApp6Gate way1	18-Construction services-Gateway PH I Proj-App 6-Inv 24518	Paid by EFT # 63195		12/10/2024	12/10/2024	12/20/2024		12/20/2024	190,400.92
3444 - Rundell Ernstberger Associates, INC	2022-1663-24	18-Addendum-Gateway PH I Design-serv thru 10/31/24	Paid by EFT # 63203		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,496.90
4965 - Shade Trees Unlimited, INC	10185	18-UF -Tree Planting Stock for BICI Rd 3	Paid by EFT # 63209		12/10/2024	12/10/2024	12/20/2024		12/20/2024	16,119.00
4965 - Shade Trees Unlimited, INC	10184	18-UF -Tree Planting Stock for BICI Rd 3	Paid by EFT # 63209		12/10/2024	12/10/2024	12/20/2024		12/20/2024	18,994.00
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	8	<u>\$269,927.91</u>
							Program 18018C - Enrty Ways St Trees Alley Enhanc Totals	Invoice Transactions	8	<u>\$269,927.91</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions	8	<u>\$269,927.91</u>
							Fund 980 - 2018 BicentennialBnd Prcd900030 Totals	Invoice Transactions	8	<u>\$269,927.91</u>
							Grand Totals	Invoice Transactions	242	<u>\$474,997.22</u>

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/20/24	Claims				\$474,997.22
					<u><u>\$474,997.22</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 **\$474,997.22** 12/20/2024

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
12/27/2024	Payroll				175,436.74
					175,436.74

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 \$ 175,436.74

Dated this _____ **day of** _____ **year of 20**_____.

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

Fiscal Officer _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/10/2025	Payroll				168,203.67
					<u>168,203.67</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 **\$ 168,203.67**

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Board of Park Commissioners Claim Register

Invoice Date Range 12/27/24 - 01/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 182001 - Aquatics - Bryan Pool											
Account 53830 - Bank Charges											
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	5.11	
								Account 53830 - Bank Charges Totals		Invoice Transactions 1	\$5.11
								Program 182001 - Aquatics - Bryan Pool Totals		Invoice Transactions 1	\$5.11
Program 182500 - Frank Southern Center											
Account 43220 - Facility Rentals											
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			2,608.16	
								Account 43220 - Facility Rentals Totals		Invoice Transactions 1	\$2,608.16
Account 43260 - Equipment Rentals											
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			309.57	
								Account 43260 - Equipment Rentals Totals		Invoice Transactions 1	\$309.57
Account 52240 - Fuel and Oil											
2708 - AmeriGas Propane, LP	3172342502	18-FSC Zam Propane 12-30-2024	Paid by EFT # 63481		12/30/2024	01/07/2025	01/17/2025		01/17/2025	111.86	
								Account 52240 - Fuel and Oil Totals		Invoice Transactions 1	\$111.86
Account 53830 - Bank Charges											
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	1,042.32	
								Account 53830 - Bank Charges Totals		Invoice Transactions 1	\$1,042.32
Account 53990 - Other Services and Charges											
9501 - CTM Services, INC	7570	18- Zamboni Rental FSC - January 2025	Paid by EFT # 63505		12/30/2024	01/07/2025	01/17/2025		01/17/2025	2,950.00	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$2,950.00
								Program 182500 - Frank Southern Center Totals		Invoice Transactions 5	\$7,021.91
Program 183500 - Golf Services											
Account 43260 - Equipment Rentals											
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			252.33	
								Account 43260 - Equipment Rentals Totals		Invoice Transactions 1	\$252.33
Account 43380 - Other Services											
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			69.09	
								Account 43380 - Other Services Totals		Invoice Transactions 1	\$69.09
Account 47110 - Miscellaneous											
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			.65	
								Account 47110 - Miscellaneous Totals		Invoice Transactions 1	\$0.65



Board of Park Commissioners Claim Register

Invoice Date Range 12/27/24 - 01/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 183500 - Golf Services											
Account 53830 - Bank Charges											
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	1,759.35	
								Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>\$1,759.35</u>
								Program 183500 - Golf Services Totals		Invoice Transactions 4	<u>\$2,081.42</u>
Program 187001 - Adult Sports-Softball											
Account 53830 - Bank Charges											
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	8.18	
								Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>\$8.18</u>
								Program 187001 - Adult Sports-Softball Totals		Invoice Transactions 1	<u>\$8.18</u>
Program 187202 - Youth Sports-Winslow											
Account 53830 - Bank Charges											
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	5.11	
								Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>\$5.11</u>
								Program 187202 - Youth Sports-Winslow Totals		Invoice Transactions 1	<u>\$5.11</u>
Program 187500 - Banneker											
Account 43220 - Facility Rentals											
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			53.85	
								Account 43220 - Facility Rentals Totals		Invoice Transactions 1	<u>\$53.85</u>
Account 53830 - Bank Charges											
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	81.88	
								Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>\$81.88</u>
								Program 187500 - Banneker Totals		Invoice Transactions 2	<u>\$135.73</u>
Program 189000 - Operations											
Account 53950 - Landfill											
2260 - Republic Services, INC	0694-003627857	18- Parks Landfill OPS December2024 Charges	Paid by EFT # 63474		12/31/2024	01/08/2025	01/08/2025		01/08/2025	1,520.00	
								Account 53950 - Landfill Totals		Invoice Transactions 1	<u>\$1,520.00</u>
								Program 189000 - Operations Totals		Invoice Transactions 1	<u>\$1,520.00</u>



Board of Park Commissioners Claim Register

Invoice Date Range 12/27/24 - 01/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003625564	18-SYP 8 Yard Dumpster - Dec 2024	Paid by EFT # 63474		12/31/2024	01/08/2025	01/08/2025		01/08/2025	278.28
								Account 53950 - Landfill Totals	Invoice Transactions 1	\$278.28
								Program 189006 - Switchyard Property Totals	Invoice Transactions 1	\$278.28
								Department 18 - Parks & Recreation Totals	Invoice Transactions 16	\$11,055.74
								Fund 2204 - Park and Recreation - Operating Totals	Invoice Transactions 16	\$11,055.74
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	.93
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$0.93
								Program 181000 - Administration Totals	Invoice Transactions 1	\$0.93
Program 181001 - Health & Wellness										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	5.72
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$5.72
								Program 181001 - Health & Wellness Totals	Invoice Transactions 1	\$5.72
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			42.95
								Account 43220 - Facility Rentals Totals	Invoice Transactions 1	\$42.95
								Program 182500 - Frank Southern Center Totals	Invoice Transactions 1	\$42.95
Program 182501 - Frank Southern Center Concession										
Account 43290 - Concessions										
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			71.39
								Account 43290 - Concessions Totals	Invoice Transactions 1	\$71.39
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			104.38
204 - State Of Indiana	F&B Tax 1224	18-December 2024 F&B Tax	Edit		01/17/2025	01/17/2025	01/17/2025			14.91
								Account 43295 - Concessions FB Tax Totals	Invoice Transactions 2	\$119.29



Board of Park Commissioners Claim Register

Invoice Date Range 12/27/24 - 01/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2211 - Park Nonreverting Operating											
Department 18 - Parks & Recreation											
Program 182501 - Frank Southern Center Concession											
Account 43340 - Pro Shop Sales											
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			12.69	
									Account 43340 - Pro Shop Sales Totals	Invoice Transactions 1	<u>\$12.69</u>
Account 52330 - Street , Alley, and Sewer Material											
5819 - Synchrony Bank	4039	18-FSC Concessions 12-31-24	Paid by Check # 79599		12/31/2024	01/07/2025	01/17/2025		01/17/2025	687.08	
									Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 1	<u>\$687.08</u>
									Program 182501 - Frank Southern Center Concession Totals	Invoice Transactions 5	<u>\$890.45</u>
Program 183500 - Golf Services											
Account 43220 - Facility Rentals											
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			45.55	
									Account 43220 - Facility Rentals Totals	Invoice Transactions 1	<u>\$45.55</u>
Account 43290 - Concessions											
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			79.54	
									Account 43290 - Concessions Totals	Invoice Transactions 1	<u>\$79.54</u>
Account 43295 - Concessions FB Tax											
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			8.64	
204 - State Of Indiana	F&B Tax 1224	18-Decrember 2024 F&B Tax	Edit		01/17/2025	01/17/2025	01/17/2025			1.24	
									Account 43295 - Concessions FB Tax Totals	Invoice Transactions 2	<u>\$9.88</u>
									Program 183500 - Golf Services Totals	Invoice Transactions 4	<u>\$134.97</u>
Program 183501 - Golf Course - Pro Shop											
Account 43340 - Pro Shop Sales											
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			1,133.90	
									Account 43340 - Pro Shop Sales Totals	Invoice Transactions 1	<u>\$1,133.90</u>
									Program 183501 - Golf Course - Pro Shop Totals	Invoice Transactions 1	<u>\$1,133.90</u>
Program 184500 - Youth Services -Juke Box											
Account 53830 - Bank Charges											
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	7.66	
									Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$7.66</u>
									Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1	<u>\$7.66</u>



Board of Park Commissioners Claim Register

Invoice Date Range 12/27/24 - 01/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2211 - Park Nonreverting Operating											
Department 18 - Parks & Recreation											
Program 184501 - Youth Services-Kid City Camps											
Account 53830 - Bank Charges											
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	20.41	
								Account 53830 - Bank Charges Totals		Invoice Transactions 1	\$20.41
								Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 1	\$20.41
Program 185000 - Twin Lakes Recreation Center											
Account 43220 - Facility Rentals											
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			922.01	
								Account 43220 - Facility Rentals Totals		Invoice Transactions 1	\$922.01
Account 53150 - Communications Contract											
392 - Koorsen Fire & Security, INC	IN00837786	18 - TLRC Alarm Monitoring- 1/1/25-03/31/25	Paid by EFT # 63540		01/07/2025	01/07/2025	01/17/2025		01/17/2025	270.00	
								Account 53150 - Communications Contract Totals		Invoice Transactions 1	\$270.00
Account 53830 - Bank Charges											
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	1,543.05	
								Account 53830 - Bank Charges Totals		Invoice Transactions 1	\$1,543.05
Account 53910 - Dues and Subscriptions											
454 - DirecTV, LLC	075619410X24 1222	18-satellite service for TLRC-12/21/24-1/20/25	Paid by Check # 79581		01/08/2025	01/08/2025	01/08/2025		01/08/2025	252.23	
								Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	\$252.23
								Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 4	\$2,987.29
Program 185006 - TLRC-Concessions											
Account 43290 - Concessions											
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			138.28	
								Account 43290 - Concessions Totals		Invoice Transactions 1	\$138.28
Account 43295 - Concessions FB Tax											
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			88.78	
204 - State Of Indiana	F&B Tax 1224	18-Decrember 2024 F&B Tax	Edit		01/17/2025	01/17/2025	01/17/2025			12.68	
								Account 43295 - Concessions FB Tax Totals		Invoice Transactions 2	\$101.46
								Program 185006 - TLRC-Concessions Totals		Invoice Transactions 3	\$239.74



Board of Park Commissioners Claim Register

Invoice Date Range 12/27/24 - 01/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	208.49
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$208.49</u>
								Program 186500 - Community Events Totals	Invoice Transactions 1	<u>\$208.49</u>
Program 186502 - Community Events-Gardens										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	.97
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$0.97</u>
								Program 186502 - Community Events-Gardens Totals	Invoice Transactions 1	<u>\$0.97</u>
Program 187001 - Adult Sports-Softball										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			18.09
								Account 43220 - Facility Rentals Totals	Invoice Transactions 1	<u>\$18.09</u>
								Program 187001 - Adult Sports-Softball Totals	Invoice Transactions 1	<u>\$18.09</u>
Program 187202 - Youth Sports-Winslow										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			166.26
								Account 43220 - Facility Rentals Totals	Invoice Transactions 1	<u>\$166.26</u>
								Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 1	<u>\$166.26</u>
Program 189003 - Operations-Open Shelters										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			6.25
								Account 43220 - Facility Rentals Totals	Invoice Transactions 1	<u>\$6.25</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	17.91
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$17.91</u>
								Program 189003 - Operations-Open Shelters Totals	Invoice Transactions 2	<u>\$24.16</u>
Program 189006 - Switchyard Property										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Salestax 1224	18-December 2024 Sales Tax	Edit		01/17/2025	01/17/2025	01/17/2025			157.15
								Account 43220 - Facility Rentals Totals	Invoice Transactions 1	<u>\$157.15</u>



Board of Park Commissioners Claim Register

Invoice Date Range 12/27/24 - 01/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 24	18-P&R Bank Fees-Nov 2024 Paid in Dec 2024	Paid by EFT # 63468		12/30/2024	12/30/2024	12/30/2024		12/30/2024	130.31
							Account 53830 - Bank Charges Totals	Invoice Transactions	1	\$130.31
							Program 189006 - Switchyard Property Totals	Invoice Transactions	2	\$287.46
							Department 18 - Parks & Recreation Totals	Invoice Transactions	30	\$6,169.45
							Fund 2211 - Park Nonreverting Operating Totals	Invoice Transactions	30	\$6,169.45
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 54510 - Other Capital Outlays										
19741 - Mader Design, LLC	1991	18-Design Services for Building Trades Phase Improvements 1-1-25	Paid by EFT # 63543		01/07/2025	01/07/2025	01/17/2025		01/17/2025	500.00
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	1	\$500.00
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice Transactions	1	\$500.00
							Department 18 - Parks & Recreation Totals	Invoice Transactions	1	\$500.00
							Fund 2402 - ARP COVID Local Fiscal Recovery Totals	Invoice Transactions	1	\$500.00
Fund 4655 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
503 - Reed And Sons Construction, INC	ReedApp3Gatesig	18-Construction Serv-Blgtn Gateway Sign Wall-App 3-Inv 24502	Paid by EFT # 63565		01/07/2025	01/07/2025	01/17/2025		01/17/2025	12,487.50
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	1	\$12,487.50
							Program 18018C - Enrty Ways St Trees Alley Enhanc Totals	Invoice Transactions	1	\$12,487.50
							Department 18 - Parks & Recreation Totals	Invoice Transactions	1	\$12,487.50
							Fund 4655 - 2018 BicentennialBnd Prcd900030 Totals	Invoice Transactions	1	\$12,487.50
							Grand Totals	Invoice Transactions	48	\$30,212.69

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
01/17/25	Claims				\$30,212.69
					\$30,212.69

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 **\$30,212.69** 1/17/2025

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
1/24/2025	Payroll				178,055.88
					<u>178,055.88</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 \$ 178,055.88

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 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TWT-KPW3-CYXR	18-(1) 7"x8-3/4" Hardcover Planner for Kim Clapp, Office Manager	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	33.29
5099 - Office Three Sixty, INC	3069383	18-(1) 8x12 Appointment/Planner Book for Joanna Sparks	Paid by EFT # 63771		01/21/2025	01/21/2025	01/31/2025		01/31/2025	11.73
							Account 52110 - Office Supplies Totals		Invoice Transactions 2	<u>\$45.02</u>
Account 53910 - Dues and Subscriptions										
5511 - Bloomington Elite-BNI	0149	18-2025 Bloomington Elite room dues-Ramey-4X\$62.50	Paid by EFT # 63653		01/21/2025	01/21/2025	01/31/2025		01/31/2025	250.00
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$250.00</u>
							Program 181000 - Administration Totals		Invoice Transactions 3	<u>\$295.02</u>
Program 181100 - Marketing										
Account 53910 - Dues and Subscriptions										
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-6418	18-Q1 2025 web hosting fee SYP TLRC Cascades	Paid by EFT # 63719		01/21/2025	01/21/2025	01/31/2025		01/31/2025	495.00
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$495.00</u>
							Program 181100 - Marketing Totals		Invoice Transactions 1	<u>\$495.00</u>
Program 182001 - Aquatics - Bryan Pool										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887470-8011325	18- Natural Gas Bryan Pool 12/07/24-01/05/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	48.77
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$48.77</u>
							Program 182001 - Aquatics - Bryan Pool Totals		Invoice Transactions 1	<u>\$48.77</u>
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3172823060	18-FSC Zam Propane 1 -7-2025	Paid by EFT # 63634		01/21/2025	01/21/2025	01/31/2025		01/31/2025	81.29
							Account 52240 - Fuel and Oil Totals		Invoice Transactions 1	<u>\$81.29</u>
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	796632	18-50# ice melt, gloves	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	80.94
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$80.94</u>



Board of Park Commissioners Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887460-9011325	18- Natural Gas FSC 12/07/24-01/07/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	762.52
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>762.52</u>
Account 53910 - Dues and Subscriptions										
5756 - SESAC, INC	81527 2025	18-FSC Music Performance License 2025	Paid by EFT # 63803		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,982.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>1,982.00</u>
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6829	18-FSC Cleaning (SA) December 2024	Paid by EFT # 63690		01/21/2025	01/21/2025	01/31/2025		01/31/2025	300.00
53657 - Plymate, INC	3313052	18-FSC Rug cleaning (SA) 1-7-2025	Paid by EFT # 63782		01/21/2025	01/21/2025	01/31/2025		01/31/2025	70.73
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2	<u>370.73</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003648189	18-Landfill Frank Southern Center- February 2025	Paid by EFT # 63614		01/22/2025	01/22/2025	01/22/2025		01/22/2025	285.73
								Account 53950 - Landfill Totals	Invoice Transactions 1	<u>285.73</u>
								Program 182500 - Frank Southern Center Totals	Invoice Transactions 7	<u>\$3,563.21</u>
Program 183500 - Golf Services										
Account 52240 - Fuel and Oil										
14129 - C & S, INC	6719	18 - Cascades oil 1-10-25	Paid by EFT # 63668		01/21/2025	01/21/2025	01/31/2025		01/31/2025	740.51
								Account 52240 - Fuel and Oil Totals	Invoice Transactions 1	<u>740.51</u>
Account 52420 - Other Supplies										
4140 - Interstate All Battery Center of Bloomington, INC	1903302015352	18 - Cascades Battery for Truck-MTP-65HD at IBL	Paid by EFT # 63733		01/21/2025	01/21/2025	01/31/2025		01/31/2025	208.10
476 - Southern Indiana Parts, INC (Napa Auto Parts)	617584	18 - Cascades Filters, Gloves, Spark Plugs	Paid by EFT # 63807		01/21/2025	01/21/2025	01/31/2025		01/31/2025	247.23
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>455.33</u>
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190943794010 225	18-cable service for Cascades Golf Course- 1/6/25-02/5/25	Paid by Check # 79617		01/22/2025	01/22/2025	01/22/2025		01/22/2025	225.57
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>225.57</u>



Board of Park Commissioners Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003647654	18-Landfill Cascades-February 2025	Paid by EFT # 63614		01/22/2025	01/22/2025	01/22/2025		01/22/2025	436.25
							Account 53950 - Landfill Totals		Invoice Transactions 1	<u>\$436.25</u>
							Program 183500 - Golf Services Totals		Invoice Transactions 5	<u>\$1,857.66</u>
Program 184000 - Natural Resources										
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	593381	18-tension slide	Paid by EFT # 63649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	2.99
8658 - Kleindorfer's Hardware LLC	796436	18-chainsaw chain	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	24.00
							Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 2	<u>\$26.99</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FMP-D7XM-KR1T	18-Squirrel Hand Puppet & Set Small Clipboards for Natural Res	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	21.38
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$21.38</u>
							Program 184000 - Natural Resources Totals		Invoice Transactions 3	<u>\$48.37</u>
Program 184500 - Youth Services -Juke Box										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	796986	18-Lightbulbs for Allison-Jukebox	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	18.99
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$18.99</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983821-5011325	18- Natural Gas AJB 12/07/24-01/07/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	198.62
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$198.62</u>
							Program 184500 - Youth Services -Juke Box Totals		Invoice Transactions 2	<u>\$217.61</u>
Program 184501 - Youth Services-Kid City Camps										
Account 53910 - Dues and Subscriptions										
4486 - American Camping Association, INC	2025 Member Fee	18-Kid City American Camp Association Membership fee	Paid by Check # 79631		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,194.00
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$1,194.00</u>
							Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 1	<u>\$1,194.00</u>



Board of Park Commissioners Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KYM-XKCC- JRDM	18-(7) Sets of Assorted Color Tablecloths for Community Events	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	334.32
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QWM-LGFF- DFGR	18-(1) Artificial Snow Powder for Winter Palooza Programming	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	79.19
							Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$413.51</u>
							Program 186500 - Community Events Totals		Invoice Transactions 2	<u>\$413.51</u>
Program 187500 - Banneker										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	3427	18- Banneker event supplies-MLK Day pancake breakfast	Paid by Check # 79653		01/21/2025	01/21/2025	01/31/2025		01/31/2025	165.82
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$165.82</u>
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00837331	18 Banneker quarterly fire alarm monitoring 01/01-03/31/25	Paid by EFT # 63748		01/21/2025	01/21/2025	01/31/2025		01/31/2025	84.41
7467 - Oracle Elevator Holdco, INC (Elevated)	SIN310047	18- Banneker Annual elevator maintenance fee 1/1-12/31/2025	Paid by EFT # 63772		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,458.97
							Account 53610 - Building Repairs Totals		Invoice Transactions 2	<u>\$1,543.38</u>
Account 53910 - Dues and Subscriptions										
7257 - Scenario Learning, LLC (Vector Solutions)	INV109489	18-Banneker annual subscription for safe schools training 2025	Paid by EFT # 63802		01/21/2025	01/21/2025	01/31/2025		01/31/2025	934.55
5185 - WhenToWork, LLC	40026791-30- 12-P	18- Banneker employee time schedule 12 mos beginning 2/20/25	Paid by Check # 79655		01/21/2025	01/21/2025	01/31/2025		01/31/2025	475.00
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2	<u>\$1,409.55</u>
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6822	18- BBCC Cleaning service - December 2024	Paid by EFT # 63690		01/21/2025	01/21/2025	01/31/2025		01/31/2025	310.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$310.00</u>
							Program 187500 - Banneker Totals		Invoice Transactions 6	<u>\$3,428.75</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM237484	18-OPS Custodial supplies -scouring pads, sponges	Paid by EFT # 63701		01/21/2025	01/21/2025	01/31/2025		01/31/2025	177.50



Board of Park Commissioners Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM237486	18 - UGS 1 case 5 mil XL gloves	Paid by EFT # 63701		01/21/2025	01/21/2025	01/31/2025		01/31/2025	149.80
4574 - John Deere Financial f.s.b. (Rural King)	318615	18-tarp straps, measuring cup, windshield washer fluid,	Paid by Check # 79642		01/21/2025	01/21/2025	01/31/2025		01/31/2025	13.69
8658 - Kleindorfer's Hardware LLC	764206	18-ice melt, plastic scoops, sander & disc, door closers, bags	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	307.37
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 4	<u>\$648.36</u>
Account 52220 - Agricultural Supplies										
6394 - Imperial Dade (Nichols Paper & Supply CO)	7328783-00	18-OPS Safe Enviro Ice Melt (49) 50 lb bags	Paid by EFT # 63722		01/21/2025	01/21/2025	01/31/2025		01/31/2025	834.67
8658 - Kleindorfer's Hardware LLC	796183	18-OPS Safe step ice melt for parks	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	50.97
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 2	<u>\$885.64</u>
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	618073	18-gloves, brake parts cleaner for the shop	Paid by EFT # 63807		01/21/2025	01/21/2025	01/31/2025		01/31/2025	67.69
								Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 1	<u>\$67.69</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	593472	18-cordmate kit	Paid by EFT # 63649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	29.99
409 - Black Lumber Co. INC	592986	18-floor staples, trim puller	Paid by EFT # 63649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	132.98
409 - Black Lumber Co. INC	593679	18-2.50" angle finish	Paid by EFT # 63649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	38.97
8658 - Kleindorfer's Hardware LLC	797458	18-two rolls felt paper	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	71.98
8658 - Kleindorfer's Hardware LLC	796407	18-20' wire lug, wire meter, cover place receptacle wall box	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	25.97
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 5	<u>\$299.89</u>
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	796235	18-two applicators	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	14.38
8658 - Kleindorfer's Hardware LLC	796194	18-three snow pushers	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	125.97
6262 - Koenig Equipment, INC	P48753	18-OPS parts to repair John Deer Gator and Mowers	Paid by EFT # 63745		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,908.78



Board of Park Commissioners Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 189000 - Operations											
Account 52340 - Other Repairs and Maintenance											
6262 - Koenig Equipment, INC	P48741	18-spark plug, fuel filter, lock N lube, flex light -Gator/Shop	Paid by EFT # 63745		01/21/2025	01/21/2025	01/31/2025		01/31/2025	215.70	
6262 - Koenig Equipment, INC	P48733	18-6 blades for John Deere Mowers	Paid by EFT # 63745		01/21/2025	01/21/2025	01/31/2025		01/31/2025	144.30	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	618293	18-batt cable connector, plier crimper cutter, fuse for JD Gator	Paid by EFT # 63807		01/21/2025	01/21/2025	01/31/2025		01/31/2025	50.48	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	618133	18-flasher-elec/mech, boxed miniatures for JD Gator	Paid by EFT # 63807		01/21/2025	01/21/2025	01/31/2025		01/31/2025	15.56	
									Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 7	<u>\$2,475.17</u>
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11NY-JLPM-1G4T	18-(1) Customized Stamp for OPS Invoice Processing Amy Leyenbec	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	22.95	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$22.95</u>
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888179-4011325	18- Natural Gas OPS SYP Maintenance 12/07/24-01/07/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	233.69	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$233.69</u>
Account 53920 - Laundry and Other Sanitation Services											
53657 - Plymate, INC	3313443	18-OPS floor mat cleaning for Rose Hill 1-8-2025	Paid by EFT # 63782		01/21/2025	01/21/2025	01/31/2025		01/31/2025	25.52	
53657 - Plymate, INC	3313444	18-OPS floor mat cleaning for Ops Center 1-8-2025	Paid by EFT # 63782		01/21/2025	01/21/2025	01/31/2025		01/31/2025	28.26	
									Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2	<u>\$53.78</u>
									Program 189000 - Operations Totals	Invoice Transactions 23	<u>\$4,687.17</u>
Program 189006 - Switchyard Property											
Account 52210 - Institutional Supplies											
51857 - Flex-Pac, INC	I370422	18 SYP Institutional Supplies tissue, batteries, trash bags,clea	Paid by Check # 79637		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,211.97	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$1,211.97</u>



Board of Park Commissioners Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	796162	18 -SYP 5-gal bucket, scoop, ice melt	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	120.03
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	<u>\$120.03</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FQ7-1GGF-LWGV	18-Microphone Stand, Log Book, Marker Holder for Switchyard Par	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	49.74
8658 - Kleindorfer's Hardware LLC	796981	18- SYP tire gauge, ice melt, etc	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	85.63
8658 - Kleindorfer's Hardware LLC	764028	18 -SYP sponges, brasso, scraper, etc	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	39.91
								Account 52420 - Other Supplies Totals	Invoice Transactions 3	<u>\$175.28</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888908-6011325	18- Natural Gas SYP Pav 12/07/24-01/06/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	423.28
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$423.28</u>
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	2025 SprayPad	18- SYP Spray Pad Permit Application 2025	Paid by Check # 79645		01/21/2025	01/21/2025	01/31/2025		01/31/2025	250.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$250.00</u>
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	Switch1224	18 -SYP Centerstone Dec 2024 salaries	Paid by EFT # 63672		01/21/2025	01/21/2025	01/31/2025		01/31/2025	6,044.41
6330 - Marshall Security LLC	B-Line_&_Parks-4	18-OPS Security Services - B-Line, Parks & SYP - Dec 2024	Paid by EFT # 63754		01/21/2025	01/21/2025	01/31/2025		01/31/2025	27,843.45
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$33,887.86</u>
								Program 189006 - Switchyard Property Totals	Invoice Transactions 9	<u>\$36,068.42</u>
Program 189500 - Urban Greenspace										
Account 52220 - Agricultural Supplies										
4568 - Forestry Suppliers, INC	638280-00	18 - UGS tick repellent & pre-emergent spreader	Paid by EFT # 63705		01/21/2025	01/21/2025	01/31/2025		01/31/2025	188.72
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 1	<u>\$188.72</u>
Account 52420 - Other Supplies										
4568 - Forestry Suppliers, INC	638280-00	18 - UGS tick repellent & pre-emergent spreader	Paid by EFT # 63705		01/21/2025	01/21/2025	01/31/2025		01/31/2025	62.50



Board of Park Commissioners Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189500 - Urban Greenspace										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	764405	18-aerator screen, WD-40, shop towels, grease spray	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	20.65
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$83.15</u>
Account 53990 - Other Services and Charges										
20129 - Monroe County Master Gardner Association, INC	25-01	18 - UGS MCMGA Garden Fair booth rental and full page ad	Paid by EFT # 63763		01/21/2025	01/21/2025	01/31/2025		01/31/2025	150.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$150.00</u>
								Program 189500 - Urban Greenspace Totals	Invoice Transactions 4	<u>\$421.87</u>
Program 189501 - Cemeteries										
Account 53910 - Dues and Subscriptions										
3824 - Indiana Cemetery Association, INC	01-225	18-2025 Annual Cemetery Association Membership fee	Paid by EFT # 63726		01/21/2025	01/21/2025	01/31/2025		01/31/2025	170.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$170.00</u>
								Program 189501 - Cemeteries Totals	Invoice Transactions 1	<u>\$170.00</u>
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	797248	18-marking paint	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	6.00
8658 - Kleindorfer's Hardware LLC	796380	18-sharpie marker black, carabiner, silver sharpie	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	10.75
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$16.75</u>
Account 53160 - Instruction										
896 - Indiana Arborist Association	3527	18-3 Conference Reg, 3 Yearly Memberships Smith, Grubb, Ellis	Paid by EFT # 63723		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,215.00
								Account 53160 - Instruction Totals	Invoice Transactions 1	<u>\$1,215.00</u>
Account 53910 - Dues and Subscriptions										
20129 - Monroe County Master Gardner Association, INC	25-02	18-Garden Fair Vendor Booth 2025	Paid by EFT # 63763		01/21/2025	01/21/2025	01/31/2025		01/31/2025	125.00
20129 - Monroe County Master Gardner Association, INC	25-01	18 - UGS MCMGA Garden Fair booth rental and full page ad	Paid by EFT # 63763		01/21/2025	01/21/2025	01/31/2025		01/31/2025	100.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 2	<u>\$225.00</u>
								Program 189503 - Urban Forestry Totals	Invoice Transactions 5	<u>\$1,456.75</u>



Board of Park Commissioners Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
							Department 18 - Parks & Recreation Totals	Invoice Transactions 73		<u>\$54,366.11</u>
							Fund 2204 - Park and Recreation - Operating Totals	Invoice Transactions 73		<u>\$54,366.11</u>
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52420 - Other Supplies										
5099 - Office Three Sixty, INC	3078264	18-(1) 48ct Order of Kleenex Tissues for Public/Visitors	Paid by EFT # 63771		01/21/2025	01/21/2025	01/31/2025		01/31/2025	97.23
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$97.23</u>
							Program 181000 - Administration Totals	Invoice Transactions 1		<u>\$97.23</u>
Program 182500 - Frank Southern Center										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CWW-1F7D-JRWP	18-(9) Sets of Youth Hockey Gear for Frank Southern House Hocke	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,619.91
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$1,619.91</u>
							Program 182500 - Frank Southern Center Totals	Invoice Transactions 1		<u>\$1,619.91</u>
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	6028	18-FSC Concessions Items 1-17-25	Paid by Check # 79653		01/21/2025	01/21/2025	01/31/2025		01/31/2025	141.72
							Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 1		<u>\$141.72</u>
							Program 182501 - Frank Southern Center Concession Totals	Invoice Transactions 1		<u>\$141.72</u>
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
53619 - Ping, INC	17991412	18 - Cascades Credit Memo-sales rebate	Paid by EFT # 63781		01/21/2025	01/21/2025	01/31/2025		01/31/2025	(153.52)
							Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 1		<u>(\$153.52)</u>
							Program 183501 - Golf Course - Pro Shop Totals	Invoice Transactions 1		<u>(\$153.52)</u>
Program 184000 - Natural Resources										
Account 53990 - Other Services and Charges										
4756 - White Buffalo, INC	2024-48	18 - Griffy Lake Deer Managment and Report	Paid by EFT # 63840		01/21/2025	01/21/2025	01/31/2025		01/31/2025	24,419.62
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$24,419.62</u>
							Program 184000 - Natural Resources Totals	Invoice Transactions 1		<u>\$24,419.62</u>
Program 184501 - Youth Services-Kid City Camps										
Account 53990 - Other Services and Charges										
9491 - David Everton	12-7-24	18-Sensory Friendly Photos with Santa at the Jukebox	Paid by EFT # 63698		01/21/2025	01/21/2025	01/31/2025		01/31/2025	100.00



Board of Park Commissioners Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 184501 - Youth Services-Kid City Camps										
Account 53990 - Other Services and Charges										
203 - INDIANA UNIVERSITY	507936	18-Kid City registration for IU Camp Fair 2025	Paid by Check # 79641		01/21/2025	01/21/2025	01/31/2025		01/31/2025	60.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$160.00</u>
							Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 2	<u>\$160.00</u>
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	25199	18 - TLRC Institutional Supplies; toilet tissue, paper towels,	Paid by EFT # 63715		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,302.06
7663 - HB Warehouse LLC (Resource Services)	25322	18-TLRC industrial supplies; tissue	Paid by EFT # 63715		01/21/2025	01/21/2025	01/31/2025		01/31/2025	36.00
7663 - HB Warehouse LLC (Resource Services)	25451	18-TLRC supplies - scent refills	Paid by EFT # 63715		01/21/2025	01/21/2025	01/31/2025		01/31/2025	86.90
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 3	<u>\$1,424.96</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	796329	18-Five keys made	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	10.00
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	<u>\$10.00</u>
Account 53610 - Building Repairs										
53657 - Plymate, INC	3311896	18 - TLRC Entry Mat Service 1-1-2025	Paid by EFT # 63782		01/21/2025	01/21/2025	01/31/2025		01/31/2025	82.38
53657 - Plymate, INC	3315074	18 - TLRC Entry Mat Service 1-15-2025	Paid by EFT # 63782		01/21/2025	01/21/2025	01/31/2025		01/31/2025	82.38
							Account 53610 - Building Repairs Totals		Invoice Transactions 2	<u>\$164.76</u>
Account 53810 - Principal										
3623 - US Bank	0051750NS-2/2025	06-IN Park District Refunding Bond-Series 2017-2/2025	Paid by EFT # 63623		01/24/2025	01/24/2025	01/24/2025		01/24/2025	215,000.00
							Account 53810 - Principal Totals		Invoice Transactions 1	<u>\$215,000.00</u>
Account 53820 - Interest										
3623 - US Bank	0051750NS-2/2025	06-IN Park District Refunding Bond-Series 2017-2/2025	Paid by EFT # 63623		01/24/2025	01/24/2025	01/24/2025		01/24/2025	25,106.26
							Account 53820 - Interest Totals		Invoice Transactions 1	<u>\$25,106.26</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003648535	18-Landfill TLRC-February 2025	Paid by EFT # 63614		01/22/2025	01/22/2025	01/22/2025		01/22/2025	175.00
							Account 53950 - Landfill Totals		Invoice Transactions 1	<u>\$175.00</u>



Board of Park Commissioners Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
Program 185000 - Twin Lakes Recreation Center Totals Invoice Transactions 9 \$241,880.98										
6161 - Morgan Ashley Banks	011625	18-TLRC Fitness Specialist	Paid by EFT # 63644		01/21/2025	01/21/2025	01/31/2025		01/31/2025	280.00
9124 - Karin B Coopersmith	011625	18-TLRC Fitness Specialist	Paid by EFT # 63679		01/21/2025	01/21/2025	01/31/2025		01/31/2025	62.50
8370 - Alice M Day	011425	18-TLRC Fitness Specialist	Paid by EFT # 63686		01/21/2025	01/21/2025	01/31/2025		01/31/2025	62.50
13007 - Valeria A Decastro	011725	18-TLRC Fitness Specialist	Paid by EFT # 63687		01/21/2025	01/21/2025	01/31/2025		01/31/2025	210.00
5274 - Catherine T Gossett	011725	18-TLRC Fitness Specialist	Paid by EFT # 63709		01/21/2025	01/21/2025	01/31/2025		01/31/2025	420.00
8399 - Gustavus Alexis McLeod	010925	18-TLRC Fitness Specialist	Paid by EFT # 63756		01/21/2025	01/21/2025	01/31/2025		01/31/2025	31.25
9212 - Siddhartha T McLeod	011425	18-TLRC Fitness Specialist	Paid by EFT # 63757		01/21/2025	01/21/2025	01/31/2025		01/31/2025	62.50
8184 - Emily E Tally	011625	18-TLRC Fitness Specialist	Paid by EFT # 63817		01/21/2025	01/21/2025	01/31/2025		01/31/2025	125.00
9354 - Logan Thomas	011625	18-TLRC Fitness Specialist	Paid by EFT # 63824		01/21/2025	01/21/2025	01/31/2025		01/31/2025	168.00
9126 - Meredith I Wendell	011425	18-TLRC Fitness Specialist	Paid by EFT # 63836		01/21/2025	01/21/2025	01/31/2025		01/31/2025	62.50
9222 - Skyler Wildfong	011525	18-TLRC Fitness Specialist	Paid by EFT # 63842		01/21/2025	01/21/2025	01/31/2025		01/31/2025	93.75
Account 53940 - Temporary Contractual Employee Totals Invoice Transactions 11 \$1,578.00										
Program 185002 - TLRC-Health & Wellness Totals Invoice Transactions 11 \$1,578.00										
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
54040 - SIB, INC (Scholars Inn Bakehouse)	4171	18-Market Bucks and Gift Certificates	Paid by EFT # 63804		01/21/2025	01/21/2025	01/31/2025		01/31/2025	80.00
Account 47230 - Gift Certificate Totals Invoice Transactions 1 \$80.00										
Account 47240 - EBT Market Bucks										
54040 - SIB, INC (Scholars Inn Bakehouse)	4171	18-Market Bucks and Gift Certificates	Paid by EFT # 63804		01/21/2025	01/21/2025	01/31/2025		01/31/2025	78.00
Account 47240 - EBT Market Bucks Totals Invoice Transactions 1 \$78.00										
Program 186503 - Community Events-Farmers' Market Totals Invoice Transactions 2 \$158.00										



Board of Park Commissioners Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 187503 - Banneker-Classes										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KY1-Y1T7- MLY4	18-Youth Basketball, Table Covers, Ink Cartridge for Recreation	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	129.36
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$129.36</u>
								Program 187503 - Banneker-Classes Totals	Invoice Transactions 1	<u>\$129.36</u>
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KY1-Y1T7- MLY4	18-Youth Basketball, Table Covers, Ink Cartridge for Recreation	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	176.22
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FQ7-1GGF- LWGV	18-Microphone Stand, Log Book, Marker Holder for Switchyard Par	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	36.67
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$212.89</u>
								Program 189006 - Switchyard Property Totals	Invoice Transactions 2	<u>\$212.89</u>
Program G21015 - 2021-2024 Leonard Sp Nature Days										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FMP-D7XM- KR1T	18-Squirrel Hand Puppet & Set Small Clipboards for Natural Res	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	9.89
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$9.89</u>
								Program G21015 - 2021-2024 Leonard Sp Nature Days Totals	Invoice Transactions 1	<u>\$9.89</u>
								Department 18 - Parks & Recreation Totals	Invoice Transactions 33	<u>\$270,254.08</u>
								Fund 2211 - Park Nonreverting Operating Totals	Invoice Transactions 33	<u>\$270,254.08</u>
								Grand Totals	Invoice Transactions 106	<u>\$324,620.19</u>

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
01/31/25	Claims				\$324,620.19
					<u><u>\$324,620.19</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 **\$324,620.19** 1/31/2025

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	2024-00020790	BA	GL	12/13/2024	Budget Amendment Grant build	kjc				
				<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>
				12/13/2024	201-18-G23014-51120	Salaries and Wages - Temporary	Budget Amendment Grant build	kjc	2,592.00	.00
				12/13/2024	201-18-G23014-51210	FICA	Budget Amendment Grant build	kjc	198.28	.00
				12/13/2024	201-18-G23014-52420	Other Supplies	Budget Amendment Grant build	kjc	857.44	.00
				12/13/2024	201-18-G23014-53990	Other Services and Charges	Budget Amendment Grant build	kjc	3,071.13	.00
							Number of Entries: 4		\$6,718.85	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2025-00000728	BA	GL	01/17/2025	Adjustments to NatRes Nonreverting 4000	AL			

<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>
01/17/2025	2211-18-184000-43240	Season Passes/Memberships	Adjustments to NatRes Nonreverting 4000	AL	100.00	.00
01/17/2025	2211-18-184000-43260	Equipment Rentals	Adjustments to NatRes Nonreverting 4000	AL	3,000.00	.00
01/17/2025	2211-18-184000-43270	Registration Fees	Adjustments to NatRes Nonreverting 4000	AL	3,000.00	.00
01/17/2025	2211-18-184000-53650	Other Repairs	Adjustments to NatRes Nonreverting 4000	AL	6,000.00	.00
01/17/2025	2211-18-184000-53990	Other Services and Charges	Adjustments to NatRes Nonreverting 4000	AL	500.00	.00
Number of Entries: 5					\$12,600.00	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2025-00000831	BA	GL	01/22/2025	Adjustment to OPS NonRev revenue	AL			

<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>
01/22/2025	2211-18-189000-43110	Rental Fees	Adjustment to OPS NonRev revenue	AL	22,440.00	.00
01/22/2025	2211-18-189000-43220	Facility Rentals	Adjustment to OPS NonRev revenue	AL	32,000.00	.00
Number of Entries: 2					\$54,440.00	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2025-00000719	BA	GL	01/17/2025	Adjustments to OPS NR 9000 to match budget	AL			

<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>
01/17/2025	2211-18-189000-52420	Other Supplies	Adjustments to OPS NR 9000 to match budget	AL	5,000.00	.00
01/17/2025	2211-18-189000-53830	Bank Charges	Adjustments to OPS NR 9000 to match budget	AL	900.00	.00
01/17/2025	2211-18-189000-53990	Other Services and Charges	Adjustments to OPS NR 9000 to match budget	AL	13,000.00	.00
Number of Entries: 3					\$18,900.00	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2025-00000716	BA	GL	01/17/2025	Zero out OPS Shelter Nonreverting 9003	AL			

<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>
01/17/2025	2211-18-189003-43220	Facility Rentals	Zero out OPS Shelter Nonreverting 9003	AL	.00	32,000.00
01/17/2025	2211-18-189003-52420	Other Supplies	Zero out OPS Shelter Nonreverting 9003	AL	.00	5,000.00
01/17/2025	2211-18-189003-53830	Bank Charges	Zero out OPS Shelter Nonreverting 9003	AL	.00	900.00
01/17/2025	2211-18-189003-53990	Other Services and Charges	Zero out OPS Shelter Nonreverting 9003	AL	.00	5,000.00
Number of Entries: 4					\$.00	\$42,900.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2025-00000508	BA	GL	01/15/2025	2025 Budget Amendment Golf Cat 4	kjc			

<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>
01/15/2025	2211-18-183500-54420	Purchase of Equipment	2025 Budget Amendment Golf Cat 4	kjc	65,000.00	.00
					\$65,000.00	\$.00

Number of Entries: 1



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2025-00000547	BA	GL	01/15/2025	2025 Budget Amendment C Relations	kjc			
	<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>
	01/15/2025	2211-18-181100-53160	Instruction		2025 Budget Amendment C Relations	kjc		.00	2,350.00
						Number of Entries: 1		\$.00	\$2,350.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2025-00000375	BA	GL	01/11/2025	SYP 2025 NR Budget Amendments	kjc			

<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>
01/11/2025	2211-18-189006-51120	Salaries and Wages - Temporary	SYP 2025 NR Budget Amendments	kjc	133.04	.00
01/11/2025	2211-18-189006-51210	FICA	SYP 2025 NR Budget Amendments	kjc	10.18	.00
Number of Entries: 2					\$143.22	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2024-00020798	BA	GL	12/13/2024	Budget Amendment YE Admin NR	kjc			

<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>
12/13/2024	201-18-181000-52430	Uniforms and Tools	Budget Amendment YE Admin NR	kjc	158.00	.00
12/13/2024	201-18-181000-53910	Dues and Subscriptions	Budget Amendment YE Admin NR	kjc	458.46	.00
Number of Entries: 2					\$616.46	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2024-00021679	BA	GL	12/27/2024	Budget Adjustment YE	kjc			

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
12/27/2024	201-18-183501-52330	Street , Alley, and Sewer Material	Budget Adjustment YE	kjc	510.00	.00
Number of Entries: 1					<u>\$510.00</u>	<u>\$.00</u>



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2024-00020751	BA	GL	12/12/2024	Budget Amendment Grant Lines Year End	kjc			

<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>
12/12/2024	201-18-G24016-52420	Other Supplies	Budget Amendment	kjc	65.59	.00
12/12/2024	201-18-G21015-52420	Other Supplies	Budget Amendment	kjc	860.66	.00
12/12/2024	201-18-G21015-53990	Other Services and Charges	Budget Amendment	kjc	3,219.33	.00
12/12/2024	201-18-G24017-52420	Other Supplies	Budget Amendment	kjc	132.12	.00
Number of Entries: 4					\$4,277.70	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2024-00021459	BA	GL	12/24/2024	Budget Amendment NR YE	kjc			
<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>	
12/24/2024	201-18-181001-52420	Other Supplies			Budget Amendment NR YE	kjc	1,850.00	.00	
12/24/2024	201-18-181100-52420	Other Supplies			Budget Amendment NR YE	kjc	11.00	.00	
12/24/2024	201-18-181100-53310	Printing			Budget Amendment NR YE	kjc	312.00	.00	
12/24/2024	201-18-181100-53320	Advertising			Budget Amendment NR YE	kjc	680.00	.00	
12/24/2024	201-18-182001-51230	Health and Life Insurance			Budget Amendment NR YE	kjc	.05	.00	
12/24/2024	201-18-182001-53310	Printing			Budget Amendment NR YE	kjc	560.00	.00	
12/24/2024	201-18-182002-51110	Salaries and Wages - Regular			Budget Amendment NR YE	kjc	2,500.00	.00	
12/24/2024	201-18-182002-51120	Salaries and Wages - Temporary			Budget Amendment NR YE	kjc	355.00	.00	
12/24/2024	201-18-182002-51230	Health and Life Insurance			Budget Amendment NR YE	kjc	.05	.00	
12/24/2024	201-18-182006-52330	Street , Alley, and Sewer Material			Budget Amendment NR YE	kjc	4,604.68	.00	
12/24/2024	201-18-182006-53830	Bank Charges			Budget Amendment NR YE	kjc	875.00	.00	
12/24/2024	201-18-182500-51230	Health and Life Insurance			Budget Amendment NR YE	kjc	.05	.00	
12/24/2024	201-18-182500-53310	Printing			Budget Amendment NR YE	kjc	125.00	.00	
12/24/2024	201-18-183500-52330	Street , Alley, and Sewer Material			Budget Amendment NR YE	kjc	22,056.87	.00	
12/24/2024	201-18-183501-52420	Other Supplies			Budget Amendment NR YE	kjc	3,000.00	.00	
12/24/2024	201-18-183501-53830	Bank Charges			Budget Amendment NR YE	kjc	7,500.00	.00	
12/24/2024	201-18-185000-52240	Fuel and Oil			Budget Amendment NR YE	kjc	800.00	.00	
12/24/2024	201-18-185000-52430	Uniforms and Tools			Budget Amendment NR YE	kjc	235.00	.00	
12/24/2024	201-18-185000-53150	Communications Contract			Budget Amendment NR YE	kjc	375.00	.00	
12/24/2024	201-18-185000-53220	Postage			Budget Amendment NR YE	kjc	5,000.00	.00	
12/24/2024	201-18-185000-53530	Water and Sewer			Budget Amendment NR YE	kjc	1,400.00	.00	
12/24/2024	201-18-185000-53540	Natural Gas			Budget Amendment NR YE	kjc	7,000.00	.00	
12/24/2024	201-18-185000-53610	Building Repairs			Budget Amendment NR YE	kjc	5,400.00	.00	
12/24/2024	201-18-185000-53620	Motor Repairs			Budget Amendment NR YE	kjc	1,200.00	.00	
12/24/2024	201-18-185000-53650	Other Repairs			Budget Amendment NR YE	kjc	4,700.00	.00	
12/24/2024	201-18-185000-53810	Principal			Budget Amendment NR YE	kjc	25,000.00	.00	
12/24/2024	201-18-185000-53830	Bank Charges			Budget Amendment NR YE	kjc	9,000.00	.00	
12/24/2024	201-18-185003-51120	Salaries and Wages - Temporary			Budget Amendment NR YE	kjc	300.00	.00	
12/24/2024	201-18-185003-51210	FICA			Budget Amendment NR YE	kjc	25.00	.00	
12/24/2024	201-18-185003-52430	Uniforms and Tools			Budget Amendment NR YE	kjc	3,500.00	.00	
12/24/2024	201-18-187001-53940	Temporary Contractual Employee			Budget Amendment NR YE	kjc	4,200.00	.00	
12/24/2024	201-18-187001-53990	Other Services and Charges			Budget Amendment NR YE	kjc	75.00	.00	
12/24/2024	201-18-187202-51110	Salaries and Wages - Regular			Budget Amendment NR YE	kjc	1,068.65	.00	
12/24/2024	201-18-187002-51210	FICA			Budget Amendment NR YE	kjc	80.00	.00	
12/24/2024	201-18-187002-51220	PERF			Budget Amendment NR YE	kjc	115.00	.00	
12/24/2024	201-18-187202-51110	Salaries and Wages - Regular			Budget Amendment NR YE	kjc	2,200.00	.00	
12/24/2024	201-18-187202-51210	FICA			Budget Amendment NR YE	kjc	153.40	.00	
12/24/2024	201-18-187202-51220	PERF			Budget Amendment NR YE	kjc	250.00	.00	
12/24/2024	201-18-187500-51120	Salaries and Wages - Temporary			Budget Amendment NR YE	kjc	300.00	.00	

REVENUES AND EXPENSES: COMPARISON REPORT								
	Expenses December 2	2023 Total Expense Budget	2023 Expenses as of December	2023 Expenses as of December	2023 % of Expenses	2024 Total Expense Budget	2024 Expenses as of December	2024 % of Expenses
General Fund								
100	Administration	844,049	853,088	853,088	100.00%	967,553	831,505	85.94%
101	Health & Wellness	93,493	83,186	83,186	100.00%	96,485	100,881	104.56%
110	Community Relations	540,874	461,814	461,814	100.00%	526,904	509,068	87.65%
201	Aquatics	451,892	417,982	417,982	100.00%	515,687	473,268	91.77%
250	Frank Southern Center	425,242	378,088	378,088	100.00%	476,556	394,405	82.76%
350	Golf Services	915,889	898,604	898,604	100.00%	1,121,282	1,111,405	99.12%
400	Natural Resources	534,405	453,186	453,186	100.00%	489,686	384,193	78.46%
450	Youth Programs	82,763	78,331	78,331	100.00%	87,236	82,921	95.05%
500	TLRC	315,143	303,937	303,937	100.00%	336,480	314,339	93.42%
650	Community Events	567,876	508,921	508,921	100.00%	586,536	559,780	95.44%
701	Adult Sports	294,196	248,996	248,996	100.00%	280,961	293,681	104.53%
720	Youth Sports	311,917	327,200	327,200	100.00%	341,796	304,798	89.18%
750	BBCC	453,306	377,717	377,717	100.00%	456,923	339,608	74.32%
801	Inclusive Recreation	137,174	95,099	95,099	100.00%	105,704	96,920	91.69%
900	Operations	2,347,357	2,074,760	2,074,760	100.00%	2,300,690	2,108,900	91.66%
906	Switchyard Property	859,828	678,090	678,090	100.00%	1,104,528	846,400	76.63%
950	Urban Greenspace	1,061,503	889,220	889,220	100.00%	1,198,072	933,709	77.93%
951	Cemeteries	256,422	235,083	235,083	100.00%	243,032	206,016	84.77%
953	Urban Forestry	660,133	446,354	446,354	100.00%	697,586	647,680	92.85%
General Fund total:		11,153,462	9,809,658	9,809,658	100.00%	11,933,697	10,539,478	88.32%
Non-Reverting Fund								
	Expenses December 20	2023 Total Expense Budget	2023 Expenses as of December	2023 Expenses as of December	2023 % of Expenses	2024 Total Expense Budget	2024 Expenses as of December	2024 % of Expenses
Non-Reverting Fund								
100	Administration	17,168	8,202	8,202	100.00%	19,400	5,525	28.48%
101	Health & Wellness	6,487	27,218	27,218	100.00%	5,925	14,462	244.08%
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	68,315	72.13%
250	Frank Southern Center	89,833	79,277	79,277	100.00%	116,963	70,277	60.08%
350	Golf Services	154,313	177,681	177,681	100.00%	163,535	184,016	112.52%
400	Natural Resources	46,850	28,568	28,568	100.00%	46,850	57,423	122.57%
450	Youth Programs	166,839	168,760	168,760	100.00%	171,747	174,109	101.38%
500	*TLRC - day to day	650,779	584,660	584,660	100.00%	877,333	823,393	93.85%
650	Community Events	144,879	147,200	147,200	100.00%	149,792	145,809	97.34%
701	Adult Sports	110,335	82,805	82,805	100.00%	90,505	36,961	40.84%
720	Youth Sports	9,752	9,302	9,302	100.00%	935	2,601	278.12%
750	BBCC	4,560	685	685	100.00%	5,960	2,010	33.72%
801	Inclusive Recreation	0	0	0	0.00%	0	0	0.00%
900	Operations	572,425	816,430	816,430	100.00%	53,340	35,592	66.73%
905	Dog Park	36,635	0	0	0.00%	0		0.00%
906	Switchyard	0	41,312	41,312	100.00%	36,185	29,555	81.68%
940	Hopewell	0	0	0	0.00%	0	346	0.00%
953	Urban Forestry	12,850	16,577	16,577	100.00%	14,800	61,718	417.02%
N-R Fund subtotal:		2,105,650	2,271,820	2,271,820	100.00%	1,853,333	1,714,157	92.49%
TLRC - bond		474,012	474,013	474,013	100.00%	482,912	482,913	100.00%
N-R Fund total:		2,579,662	2,745,832	2,745,832	100.00%	2,336,245	2,197,069	94.04%

Expenses December 20	2023 Total Expense Budget	2023 Expenses as of December	2023 Expenses as of December	2023 % of Expenses	2024 Total Expense Budget	2024 Expenses as of December	2024 % of Expenses
Other Misc Funds							
24-25 MCCSC 21st Com Learn						26,650	
23-24 MCCSC 21st Com Learn			22,158			28,245	
2022-2023 MCCSC 21st Century			20,990				
Storm Response Plan			2,982				
Banneker Nature Days			4,839			4,854	
Leonard Sp Nature Days			3,902			4,140	
Griffy Nature Days			6,592			6,719	
2023 Summer Food Service			8,655			10,015	
Nature Preserves Invasive			5,737				
NRPA Nutrition Hub						2,038	
Griffy Lake LARE Grant			1,200			3,532	
Other Misc Funds total:	0	0	77,055	0.00%	0	86,193	
TOTAL ALL FUNDS	13,733,124	9,537,723	12,632,546	132.45%	14,269,942	12,822,740	89.86%

PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT							
Revenue December 2024	2023 Projected Revenue	2023 Revenue as of December	2023 Revenue as of December2	2023 % of Revenue Collected to date	2024 Projected Revenue for year	2024 Revenue as of December	2024 % of Revenue Collected to date
General Fund							
Taxes/Misc Revenue	8,138,119	7,932,631	7,932,631	100.00%	8,342,431	8,360,406	100.22%
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	214,755	100.00%	199,500	220,795	110.67%
Golf Services	701,000	1,034,409	1,034,409	100.00%	766,000	1,107,007	144.52%
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	15,974	107.93%
Adult Sports	32,000	26,650	26,650	100.00%	32,000		0.00%
Youth Sports	39,000	50,380	50,380	100.00%	6,000	13,706	228.44%
BBCC	18,000	19,988	19,988	100.00%	19,260	33,027	171.48%
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	49,850	100.00%	43,375	32,650	75.27%
Urban Forestry	0	0	0	0.00%	0		0.00%
Subtotal Program Rev	1,259,400	1,623,840	1,623,840	100.00%	2,053,335	2,442,180	118.94%
General Fund Total	9,397,519	9,556,470	9,556,470	100.00%	10,395,766	10,802,586	103.91%

Revenue December 2024	2023 Projected Revenue	2023 Revenue as of December	2023 Revenue as of December2	2023 % of Revenue Collected to date	2024 Projected Revenue for year	2024 Revenue as of December	2024 % of Revenue Collected to date
Non-Reverting Fund							
Administration	35,000	43,681	43,681	100.00%	35,600	28,473	79.98%
Health & Wellness	8,150	30,029	30,029	100.00%	13,400	15,952	119.04%
Community Relations	3,000	5,005	5,005	100.00%	3,000	3,290	109.67%
Aquatics	82,500	97,094	97,094	100.00%	83,800	97,621	116.49%
Frank Southern	55,000	97,406	97,406	100.00%	84,550	90,062	106.52%
Golf Services	180,500	276,817	276,817	100.00%	184,500	296,173	160.53%
Natural Resources	71,400	78,273	78,273	100.00%	71,400	78,623	110.12%
Youth Programs	170,000	176,073	176,073	100.00%	174,500	179,013	102.59%
*TLRC -Operational	725,749	932,059	932,059	100.00%	902,598	893,441	98.99%
Community Events	144,800	162,486	162,486	100.00%	145,000	160,660	110.80%
Adult Sports	88,500	71,883	71,883	100.00%	95,000	73,278	77.13%
Youth Sports	8,000	3,613	3,613	100.00%	45,350	33,889	74.73%
BBCC	4,800	8,587	8,587	100.00%	7,200	11,038	153.30%
Operations	69,940	855,475	855,475	100.00%	82,440	75,020	91.00%
Dog Park	400	0	0	0.00%	400	50	12.50%
Switchyard	42,500	81,886	81,886	100.00%	60,000	90,286	150.48%
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	18,656	79.05%
N-R Fund subtotal:	1,704,839	2,990,757	2,990,757	100.00%	2,012,338	2,145,525	106.62%

Revenue December 2024	2023 Projected Revenue	2023 Revenue as of December	2023 Revenue as of December2	2023 % of Revenue Collected to date	2024 Projected Revenue for year	2024 Revenue as of December	2024 % of Revenue Collected to date
Other Misc Funds							
24-25 MCCSC 21st Century Learn						17,322	
G23-24 MCCSC 21st Com		18,352	18,352			30,344	
22-23 MCCSC 21st Cent		23,190	23,190				
Duke Power Line						24,875	
Rosehill Trust			2,371			3,330	
Storm Response		4,400	4,400				
Griffy Lake Nature Days		6,622	6,622			6,888	
Summer Food Service		10,646	10,646			10,966	
Banneker Nature Days		4,839	4,839			4,854	
Nature Preserves Invsive		3,737	3,737				
Griffy Lake LARE Grant		1,200	1,200			3,400	
Leonard Spring Nature Day						15,000	
Other Misc Funds total:	0	72,987	75,358		0	116,980	

TOTAL ALL FUNDS	11,102,358	12,620,214	12,622,585	100.02%	12,408,104	13,065,092	105.29%
------------------------	-------------------	-------------------	-------------------	----------------	-------------------	-------------------	----------------

2024 Non-Reverting Cash Balances	1	2	3	4	5	6	7
Area	Beginning Balance 1/1/2024	Revenue as of 12/31/2024	Other Misc. Revenue	Expenses as of 12/31/2024	Expenses from RESERVE* (see explanation below)	Total Current Year Over/Under (does not include expenses taken from RESERVE)	Total Accumulated Balance (Amount)
Administration	462,925.69	28,473.40		5,524.72		22,948.68	485,874.37
Health & Wellness	19,064.56	15,951.94		14,461.58		1,490.36	20,554.92
Community Relations	45,139.67	3,290.00		2,045.40	0.00	1,244.60	46,384.27
Aquatics	389,800.16	97,621.09		68,315.39		29,305.70	419,105.86
Frank Southern Center	193,784.70	90,062.08		70,276.59		19,785.49	213,570.19
Golf Course	437,369.59	296,172.69		184,015.57		112,157.12	549,526.71
Natural Resources	410,946.23	78,623.31		57,423.02		21,200.29	432,146.52
Allison Jukebox	338,641.63	179,012.67		174,109.09		4,903.58	343,545.21
TLRC	(3,191,149.56)	797,030.59		1,306,305.90		(509,275.31)	(3,700,424.87)
TLRC Reserve	918,675.92	96,409.93		0.00		96,409.93	1,015,085.85
Community Events	540,885.34	160,659.84		145,808.91		14,850.93	555,736.27
Adult Sports	4,610.17	73,278.20		36,961.21		36,316.99	40,927.16
Youth Sports	(6,174.91)	33,889.16		2,600.96		31,288.20	25,113.29
Skate Park	22,417.65	0		0.00		0.00	22,417.65
Benjamin Banneker Comm Center	59,588.47	11,037.54		2,009.91		9,027.63	68,616.10
Operations	322,273.02	75,020.37		35,592.06		39,428.31	361,701.33
Dog Park	5,993.79	50.00		0.00		50.00	6,043.79
Switchyard Property	336,893.28	90,286.25		29,554.76		60,731.49	397,624.77
Hopewell	0.00	0.00		345.92		(345.92)	(345.92)
Urban Greenspace	13,454.36	0.00		0.00		0.00	13,454.36
Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
Urban Forestry	103,230.13	18,656.40		61,718.41		(43,062.01)	60,168.12
TOTALS	1,429,866.89	2,145,525.46	0.00	2,197,069.40	0.00	(51,543.94)	1,378,322.95
							(51,543.94)
							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
12/02/2024	2672607	5	AR	325013_A	The Skating School - Adult 1 (325013	Refund Now	michele.wilson	50.00	0.00	50.00
12/03/2024	2672990	6	PM	TLRC - City Prima	City Primary 12M (40070)	Refund Now	grabowsm	304.00	0.00	304.00
12/04/2024	2673446	6	FR	Turf_TLRC_Turf	Turf on 01/05/2025 at 6:00pm to 8:0	Refund Now	grabowsm	200.00	0.00	200.00
12/04/2024	2673446	6	FR	Turf_TLRC_Turf	Turf on 12/15/2024 at 6:00pm to 8:0	Refund Now	grabowsm	200.00	0.00	200.00
12/06/2024	2674302	6	FR	COURT_TLRC_c	Court 5 on 12/06/2024 at 8:00pm to	Refund Now	grabowsm	60.00	0.00	60.00
12/06/2024	2674302	6	FR	COURT_TLRC_c	Court 5 on 12/07/2024 at 7:00am to	Refund Now	grabowsm	270.00	0.00	270.00
12/12/2024	2676457	6	AR	325014_A	The Skating School - Adult 2 (325014	Refund Now	grabowsm	90.00	0.00	90.00
12/16/2024	2678286	6	AR	325001_B	Parent & Tot (325001-B)	Refund Now	grabowsm	60.00	0.00	60.00
12/16/2024	2678342	6	AR	125003_E	Skating - Tot 2 (125003-E)	Refund Now	grabowsm	25.00	0.00	25.00
12/18/2024	2679095	500	PM	GR-06	Adult Membershi (40365)	Refund Now	SIMSJA	600.00	0.00	600.00
12/20/2024	2680013	6	FR	COURT_TLRC_C	Court 1 on 12/20/2024 at 6:00pm to	Refund Now	grabowsm	60.00	0.00	60.00
12/26/2024	2681688	6	FR	COURT_TLRC_C	Court 1 on 12/26/2024 at 5:00pm to	Refund Now	grabowsm	30.00	0.00	30.00
12/30/2024	2683510	6	AR	125017_B	Hockey Hockey II - Level 2 (125017-	Refund Now	grabowsm	55.00	0.00	55.00
12/30/2024	2683627	4	AR	125013_B	Skating - Adult 1 (125013-B)	Refund Now	zane.phelps	80.00	0.00	80.00

Report Summary Totals

Total Refund Records:	14
Total Fees Refunded:	2,084.00
Total Tax Refunded:	0.00
Total Amount Refunded:	2,084.00

Refund Listing Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

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

REPORT SPECIFIC CRITERIA

Refund Type:	Refund Now
Begin Service Item:	
Begin League:	
Begin Locker:	
Begin Trip:	
Begin Activity Section:	
Begin Pass:	
Begin Rental Item Code:	
Begin Inventory Item:	
Begin Ticket:	
Begin Facility:	
Begin Refund Date:	12/01/2024 - Actual Date 12/01/2024
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	12/31/2024 - Actual Date 12/31/2024
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: 5/21/2024

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 # <small>Capital Asset # assigned by OOTC</small>	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 ADD 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: 1/10/25

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: January 30, 2025
**SUBJECT: REVIEW/APPROVAL OF SERVICE AGREEMENT WITH WINSLOW RANCH
MARKETING FOR ON-SITE PHOTO, VIDEO, AND SOCIAL MEDIA
MANAGEMENT SERVICES**

Recommendation

Staff recommends approval of a Service Agreement for on-site video, photography, and social media management services. The total amount is not to exceed \$1,500.

Funding source: General Fund: 2204-18-181100-53990

These services will be provided on an as-needed basis.

Background

Parks and Recreation Community Relations staff attend Parks events and programs to acquire quality digital photos and video for use in marketing and promotions. Occasionally, staff is not available to do on-site social media management, or to take photos and videos. In these instances, Winslow Ranch Marketing, a reliable and professional local business that specializes in digital marketing and content creation, can step in. Winslow Ranch Marketing has provided superior video and social media management content for Parks social media channels in the past.

RESPECTFULLY SUBMITTED,



Julie Ramey, Community Relations Manager

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

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 WINSLOW RANCH MARKETING ("Contractor").

Article 1. Scope of Services. Contractor shall provide on-site social media management and photo and video services at parks and parks-managed and affiliated programs. Specific scopes of work 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 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 necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed one thousand five hundred dollars. (\$1,500). 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, 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: 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, 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: Julie Ramey, 401 N. Morton, Bloomington, IN 47404, Winslow Ranch Marketing ATTN: Torry Hamilton. 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 prior to its expiration.

[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 _____, 2025.

WINSLOW RANCH MARKETING

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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

A-8 Agenda item

Admin. Approval: TS
Date: 1/10/25

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: January 30, 2025
SUBJECT: SERVICE AGREEMENT WITH EVERYWHERE SIGNS

Recommendation

Staff recommends approval of the service agreement with Everywhere Signs, a locally owned sign design, fabrication and installation company, to provide sign installation services on an as-needed basis in 2025. Total amount is not to exceed \$1,500. Invoices utilizing this service agreement will be paid from GF 2204-18-181100-53990.

Background

Everywhere Signs is a reliable local business that has provided sign fabrication and installation services for the department over the past several years. While some of the department's interpretive, directional, and advertising signs and banners are installed by department staff, there are occasions when Everywhere Signs has superior knowledge, expertise, and/or resources to do the installation themselves. Everywhere Signs can be called upon on an as-needed basis.

RESPECTFULLY SUBMITTED,



Julie Ramey, Community Relations Manager

A-9 Agenda item

Admin. Approval: TS
Date: 1/10/25

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: January 30, 2025
SUBJECT: SERVICE AGREEMENT WITH GREEN HAT MEDIA

Recommendation

Staff recommends approval of the service agreement with Green Hat Media, a locally owned multimedia production and design company, to provide digital video and audio acquisition, editing, and production services on an as-needed basis in 2025. Total amount is not to exceed \$1,500. Invoices utilizing this service agreement will be paid from GF 200-18-181100-53990.

Background

Green Hat Media has on its staff exceptional professional photographers, videographers and video editors. Their expertise, and advanced photo and video technology, allows them to capture photos and videos of department programs and events that take place in challenging environments, such as nighttime programs or events that use special effect lighting. Green Hat Media has done professional and specialized work for the department in the past several years.

RESPECTFULLY SUBMITTED,



Julie Ramey, Community Relations Manager

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

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 GREEN HAT MEDIA ("Contractor").

Article 1. Scope of Services. Contractor shall provide on-site video and photography services on an as-needed basis. Specific scopes of work 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 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 necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, 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 shall 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, 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: Julie Ramey, 401 N. Morton, Bloomington, IN 47404. Green Hat Media, ATTN: Garrett Poortinga. 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 prior to its expiration.

[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 _____, 2025.

CONTRACTOR NAME

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 _____, 2025.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

A-10 Agenda item

Admin. Approval: TS
Date: 1/10/25

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: January 30, 2025
SUBJECT: SERVICE AGREEMENT WITH THE PRODUCTION HOUSE

Recommendation

Staff recommends approval of the service agreement with The Production House, a locally owned multimedia production and design company, to provide digital video and audio acquisition, editing, and production services on an as-needed basis in 2025. Total amount is not to exceed \$3,000. Invoices utilizing this service agreement will be paid from GF 2204-18-181100-53990.

Background

The Production House is a reliable and professional local business that has provided superior service and final products for the department over the past several years. The department plans to submit an application in 2025 for the National Recreation and Park Association's Gold Medal Award for Excellence, and if selected as a finalist the department will be required to produce a video that comprehensively highlights our facilities, programs and services. The Production House produced the winning Gold Medal video for the Department in 2018.

RESPECTFULLY SUBMITTED,



Julie Ramey, Community Relations Manager

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

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 THE PRODUCTION HOUSE ("Contractor").

Article 1. Scope of Services. Contractor shall provide on-site photo and video services at parks and parks managed and affiliated programs. Specific scopes of work 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 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 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 three thousand dollars (\$3,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, 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: Contractor shall perform the services 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, 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: Julie Ramey, 401 N. Morton, Bloomington, IN 47404. The Production House, ATTN: Wes Lasher. 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 prior to its expiration.

[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 _____, 2025.

CONTRACTOR NAME

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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

A-11 Agenda item

Admin. Approval: TS
Date: 1/10/25

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: January 30, 2025
SUBJECT: SERVICE AGREEMENT WITH GABRIEL WHEELER LLC

Recommendation

Staff recommends approval of the service agreement with Gabriel Wheeler LLC, a locally owned video production company, to provide drone video and photography acquisition, editing, and production services on an as-needed basis in 2025. Total amount is not to exceed \$1,500. Invoices utilizing this service agreement will be paid from GF 2204-18-181100-53990.

Background

Gabriel Wheeler is a fully certified and licensed commercial drone pilot who has successfully flown and captured video of parks and park facilities for Parks and Recreation in the past. His expertise, and advanced video technology, allows him to capture videos of department programs and events when our own drone pilot is not available or if City-owned drone video equipment is not sufficient for the videos we want to capture. Gabriel Wheeler is professional, responsive, and creates quality final products per agreements and on time.

RESPECTFULLY SUBMITTED,



Julie Ramey, Community Relations Manager

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

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 GABRIEL WHEELER LLC ("Contractor").

Article 1. Scope of Services. Contractor shall provide on-site drone video and photography services, as well as video production services, on an as-needed basis. Specific scopes of work 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 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 necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed one thousand five hundred dollars (\$1,500). 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, 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 shall 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, 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, 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: Julie Ramey, 401 N. Morton, Bloomington, IN 47404. Gabriel Wheeler LLC, ATTN: Gabriel Wheeler, gabrielwheelertv@gmail.com. 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 prior to the expiration of the current Agreement.

[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 _____, 2025.

CONTRACTOR NAME

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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

A-12 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Jason Sims, Golf Facilities Manager
DATE: January 30, 2025
SUBJECT: APPROVAL OF CONTRACT WITH AS ALTUM FOR GOLF COURSE IRRIGATION CONSULTATION

Recommendation

Staff Recommends approval of an agreement with Anthony Altum, A.S. Altum & Associates to perform consulting work regarding the replacement of the irrigation system at Cascades Golf Course Quarry and Pine Courses

Amount: \$5,000
Funding Source: 2211-18-183500-52420

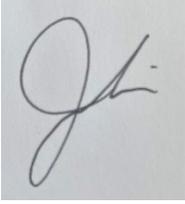
Background

PHASE I – PRELIMINARY IRRIGATION DESIGN PHASE

This phase entails designing a preliminary irrigation design to establish an approved concept for a final design, with a cost estimate. This will include:

1. Meet to define coverage requirements, sprinkler size, control, and related materials to be incorporated into the system. Review the existing irrigation system, and what portions of the system could be re-used if any. Establish coverage and infrastructure routing for the entire property.
2. Prepare a CAD generated, sprinkler location/coverage plan from a golf course routing plan provided by A Geo-referenced aerial (\$350) if not provided by the City of Bloomington. Any additional areas not visible by the aerial photo shall be GPS'd on site for coverage plans.
3. Calculate and provide the irrigation water volume requirements based on historical and advised ET (evapotranspiration) rates.
4. Provide a preliminary irrigation piping and control plan based on the coverage plan.
5. Review city water supply regarding pressure and available water to the course. Establish pump requirements if needed.
6. Provide preliminary installed cost estimates for construction of the irrigation system for both materials and labor.
7. Meet to review the preliminary coverage/piping plans and cost estimates. Consider modifications to the plan to meet certain budget constraints.

RESPECTFULLY SUBMITTED,

A square image containing a handwritten signature in black ink on a light gray background. The signature is stylized, starting with a large 'J' and ending with a horizontal line.

Jason Sims, Golf Facilities Manager

January 2024

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Anthony Altum, A.S. Altum & Associates
FOR
Irrigation Consulting and Replacement**

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 Anthony Altum of A.S. Altum & Associates (“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 11, 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 Jason Sims and Brad Scroggins, 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:

Jason Sims, Golf Facilities Manager
City of Bloomington Parks and Recreation
3550 N. Kinser Pike, 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	A. S. Altum & Associates
Attn: Jason Sims	Attn: Anthony Altum
3550 N. Kinser Pike	10311 Towne Road
Bloomington, IN	Carmel, Indiana 46032

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

Anthony Altum

Margie Rice, Corporation Counsel

Anthony Altum, President

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Proposal: To act as Irrigation Consultant for the Irrigation system preliminary design of the 18 hole golf course known as Quarry and Pine at Cascades Golf Course for the City of Bloomington in Bloomington, Indiana

Phase I – Preliminary Irrigation Design Phase

This phase entails designing a preliminary irrigation design for the purpose to establish an approved concept for a final design with the cost estimate to establish a construction budget and timing.

Preliminary Design

1. Meet to define coverage requirements, sprinkler size, control, and related materials to be incorporated into the system. Review the existing irrigation system, and what portions of the system could be reused if any. Establish coverage and infrastructure routing for the entire property.
2. Prepare a CAD generated, sprinkler location / coverage plan from a golf course routing plan provided by A Geo-referenced aerial (\$350) if not provided by the City of Bloomington. Any additional areas not visible by the aerial photo shall be GPS'd on site for coverage plans.
3. Calculate and provide the irrigation water volume requirements based on historical and advised ET (evapotranspiration) rates.
4. Provide a preliminary irrigation piping and control plan based on the coverage plan.
5. Review city water supply regarding pressure and available water to the course. Establish pump requirements if needed.
6. Provide preliminary installed cost estimates for construction of the irrigation system for both materials and labor.
7. Meet to review the preliminary coverage piping plans and cost estimates. Consider modifications to plan to meet certain budget constraints.

Fee Schedule

Phase I – Design Phase

- Preliminary Design \$4,000
Design from all field notes a complete preliminary
Design to include control system, sprinkler head layout, and hydraulic analysis

Phase I – Design Phase

- Preliminary Design Cost Estimate \$1,000
Projected one visits for preliminary design
Presentation and cost estimate for approval future final plan and bidding.

Total Preliminary Design Fees \$5,000

EXHIBIT B

“Project Schedule”

The phase 1 will be starting in spring (weather permit) and completed by August 31, 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 _____, 2025.

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 _____, 2025.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

A-13 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: January 30, 2025
SUBJECT: APPROVAL OF SERVICE AGREEMENT WITH MOTHER NATURE

Recommendation

Staff recommends approval of service agreement with Mother Nature Landscaping for the emergency, or high priority treatment of trees infected with a time sensitive pest or disease.

Funding source: 2204-18-189503-53990

Amount not to exceed: \$5000.00

Background

We have worked with Mother Nature Landscaping over the years to treat various diseases and pest issues in our urban forest. This service agreement will allow us to treat pest or disease infections in an immediate time frame.

RESPECTFULLY SUBMITTED,



Haskell Smith, Urban Forester

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION
DEPARTMENT
AND
MOTHER NATURE LANDSCAPING**

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 MOTHER NATURE LANDSCAPING (“Contractor”).

Article 1. Scope of Services Contractor shall provide emergency or high priority treatment for time sensitive pest and or diseases in trees. (“Services”). Specific scopes of work will be quoted individually, approved by BPRD, and communicated to Contractor in writing before work commences. Once work commences, Contractor shall provide and complete the Services described in this Agreement as promptly as possible under the circumstances. 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 Haskell Smith, Urban Forester 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 the guidelines set forth by the American National Standards Institute, specifically ANSI A300 for tree care practices. The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the standards set forth in the ANSI A300; 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 Standards set forth in the ANSI A300.

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 and Zero Cents (\$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: Haskell Smith, 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. The Department’s right to terminate this Agreement without penalty does not relieve the Department of compensating the Contractor for services that were already rendered under this Agreement prior to its termination.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: All work completed by December 31, 2025. 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: **Haskell Smith, 401 N. Morton, Bloomington, IN 47404. Contractor: Mother Nature Landscaping 4848 S Walnut Street Pike 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.

[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 _____, 2025.

Mother Nature Landscaping

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 _____, 2025.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

A-14 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: January 30, 2025
SUBJECT: CONTRACT WITH KCI TECHNOLOGIES INC FOR WOODY INVASIVE MANAGEMENT AT LOWER CASCADES PARK

Recommendation

Staff recommends approval of this contract with KCI Technologies INC for woody invasive plant management at Lower Cascades Park.

Funding source: 200-18-189500-53990.
Amount not to exceed: \$4999.00.

Background

This proposal from KCI is to conduct cut stump herbicide treatment of Asian bush honeysuckle (*Lonicera* spp.) in Lower Cascades Park during the dormant season. The amount of completed treated area is dependent on the time and effort required. KCI will complete work towards the project until the contract value is met as determined by KCI. Work includes project administration and scheduling, travel, and implementation. KCI anticipates spending approximately 2, 8-hour workdays with up to 3 applicators during implementation on-site. Herbicide, surfactant, and flagging will be included in the cost of the project.

RESPECTFULLY SUBMITTED,



Joanna Sparks, Urban Greenspace Manager

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
KCI TECHNOLOGIES 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 KCI Technologies INC ("Contractor").

Article 1. Scope of Services. Contractor shall provide woody invasive plant management at Lower Cascades Park, as more specifically outlined on Exhibit C ("Services"). In the event any provisions of Exhibit C and the body of this Service Agreement conflict, the terms of this Service Agreement prevail.

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 Nine Hundred Ninety Nine Dollars and Zero Cents (\$4,999.00). 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: Project shall be completed by December 31, 2025. 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.

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. KCI Technologies INC, ATTN: Samantha Loutzenhiser 936 Ridgebrook Road, Sparks, MD 21152. 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 prior to the Agreement's expiration.

[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 _____, 202_.

KCI TECHNOLOGIES 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: _____

EXHIBIT C
Scope of Work



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

5672 W. 74th Street • Indianapolis, IN 46278 • Phone 317-243-9200 • Fax 317-243-9201

November 4, 2024

City of Bloomington 401
N. Morton Street
Bloomington, IN 47404

Attn: Ms. Joanna Sparks, Urban Greenspace Manager

Subject: Cascades Park Asian Bush Honeysuckle Herbicide Treatment

KCI Technologies, Inc. (KCI) is pleased to submit this work order (the "Proposal") to The City of Bloomington Parks and Recreation Department ("Client") for the work (the "Work") described in detail in the Scope of Services section of this Proposal. The Proposal shall be valid for a period of thirty (30) business days from the date above. Acceptance and execution thereafter shall be conditioned on KCI's reaffirmation of the Proposal. If this Proposal is accepted and executed by Client, then the other exhibits, along with this Proposal, shall constitute a complete and legally binding contract between KCI and Client.

PROJECT UNDERSTANDING

This Proposal is limited exclusively to the Services as described below and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

KCI has prepared a proposal to conduct herbicide treatment of Asian bush honeysuckle (*Lonicera spp.*) in Cascades Park, Bloomington, IN. The proposed treatment area is contained fully within the park and the amount of completed treated area is dependent on the time and effort required.

This proposal is subject to the terms of the Service Agreement/Short Contract between KCI and the City of Bloomington Parks and Recreation.

SCOPE OF SERVICES

KCI will treat Asian bush honeysuckle at Cascades Park in Bloomington, Indiana focusing on the areas in best condition near the park shelter and moving towards the higher density areas. KCI will utilize cut-stump treatment methodologies to apply a triclopyr based herbicide suitable for both the treated species and application methodology. All herbicide applications will conform to label recommendations. Care will be taken to reduce the impact on surrounding vegetation and treatment will cease if the daily high temperature is above 80 degrees or below 20 degrees Fahrenheit. Application will not occur if precipitation is expected

within the rain fast window listed on the label or if vegetation is already significantly wet. KCI will not remove any biomass from the park. KCI may, when appropriate, pull small stems of Asian bush honeysuckle not suitable for cut stump herbicide as part of the contracted control methodology. KCI will complete work towards the project until the contract value is met as determined

by KCI. Work includes project administration and scheduling, travel, and implementation. KCI anticipates spending approximately 2, 8-hour workdays with up to 3 applicators during implementation on-site. Herbicide, surfactant, and flagging will be included in the cost of the project. Project goals do not include any specific metric for target species reduction, eradication, or acreage treated.

Coordination

KCI will coordinate at least 48 hours in advance of planned treatments so that the Client may install adequate signs and inform of any conflicting park uses. Coordination with the Client may be by either email or phone call and no work will take place without verification and authorization from the Client. The Client will provide and install any entry restriction signs. All coordination will be through Joanna Sparks at either 812-349-3497 or sparkj@bloomington.in.gov.

Deliverables

There are no specific deliverables for this project. Any photographs or notes taken during the work will be provided by email to the Client at the end of the project.

Schedule of Work

The preferred treatment window is late winter until native herbaceous plants begin to emerge. Outside the preferred treatment window, KCI will operate in best practices to reduce impact on native species which may include changing herbicide or stopping work. KCI will complete the work based on weather and access to the park and coordinate herbicide treatment activities as described above.

FEES AND PAYMENTS

The following fees are for the performance of the Services listed in the Scope of Services above. The fees listed in this section do not cover any Additional Services, or any other services that are not specifically described as part of the Services.

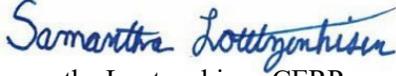
KCI's fee for the Work listed in the Scope of Services above will be the lump sum cost of \$4,999.00. KCI will submit a single invoice following completion of the work for the Services and Additional Services rendered and the Direct Expenses and Charges incurred.

Changed conditions or additional requirements may result in an adjustment to estimated fees and/or schedules. Any estimate made by KCI to Client of the anticipated fees or completion schedule for its Services is understood to be informational only. KCI does not guarantee the accuracy of fee estimates, shall not be bound by the fee estimates as limits on the amount to be expended and charged in completion of the Services or any component thereof, and shall bill and be paid for fees that exceed these fee estimates as a result of the changed conditions or additional requirements.

CONCLUSION

KCI welcomes the opportunity to collaborate with the City of Bloomington on this project. The KCI point of contact (“POC”) for this Proposal is Samantha Loutzenhiser, Project Manager, who may be contacted at either 463-233-9062 – office or Samantha.Loutzenhiser@kci.com.

Respectfully,



Samantha Loutzenhiser, CERP
Natural Resources - Midwest
Project Manager



Brad Shoger
Water and Environment
Practice Leader

ACCEPTED BY:

Joanna Sparks, Urban Greenspace Manager

Date

GENERAL PROVISIONS

These General Provisions are incorporated by reference in the Proposal for the performance of Services by KCI as of the date of the executed Proposal. In the event any of these provisions conflict with the Agreement, the terms of the Agreement prevail.

1. START OF SERVICES

KCI will not provide Services until Client executes the Proposal creating a contract. However, if Client fails to return an executed copy of the contract (“Agreement”) to KCI and Client requests and authorizes KCI to proceed with Services, the terms and conditions of this Agreement will be in force and govern the Services and the relationship of the parties.

2. ADJUSTMENTS TO FEE AND TIME

Fees quoted in the Proposal are based on current salaries, operational costs and the Services as initially presented by Client. Unless a lump sum fee is quoted, KCI shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the Proposal are provided for convenience of the Client and KCI may adjust the estimates as necessary once Services commence if the Services are not as originally described or anticipated. KCI will not perform the Services requiring an adjustment to the estimates without written approval from Client.

Should conditions be encountered in the performance of the Services that KCI has reason to believe are in variance with the conditions initially indicated by the Client or documents provided by the Client and differing materially from those ordinarily encountered and generally recognized as inherent in the Services, hereinafter called Changed Conditions, KCI shall, prior to modifying its Services or disturbing such Changed Conditions, give written notice to Client of such Changed Conditions and an estimate of additional time and cost, if applicable, to provide the Services in relation to the Changed Conditions. Upon receipt of KCI’s notice of Changed Conditions, Client shall determine how the Changed Conditions will affect the project and notify KCI of how to proceed with the Services.

Although KCI will attempt to complete all Services in a timely fashion, KCI does not guarantee, expressed or implied, the time when Services are completed. If applicable, KCI will coordinate with the Client in scheduling and performing the Services to avoid conflict, delay in or interference with Client's work or others performing at the project site.

3. CONDUCT OF THE SERVICES

If applicable to the Services, all concept, preliminary and final plans prepared by KCI will be submitted to Client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five (5) business days of receipt, the plans shall be deemed approved by Client. After Client's approval, any change shall be deemed Additional Services for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes would result in a substandard work product.

If applicable to the Services, any reference to existing subsurface objects is provided for general reference based on existing information supplied to KCI by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before penetrating the ground, Client agrees to contact the local "State One-Call System (Dial 811)" and have a utilities representative on site unless otherwise stated in the Services.

4. STANDARD OF CARE

KCI will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale and conform, as applicable, to appropriate federal, state and local laws, regulations and codes relevant to this Agreement. KCI makes no warranty, express or implied, of the Services. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

5. RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY

Client agrees to provide rights of entry and all permits necessary for the completion of KCI's Services under this Agreement at no cost to KCI unless otherwise defined in the Proposal. If applicable to the Services, Client represents, warrants and covenants that it possesses either (1) valid title and ownership interests in, or

- (2) the right to transfer, assign or encumber, the real property or parcel(s) of land that is the focus of or is related to the Services.

If applicable to the Services, if Client possesses neither valid title and ownership interests in, nor the right to transfer, assign or encumber, the real property or parcel(s) of land related to the Services, one of the following conditions must be fulfilled by Client within ten (10) business days after receipt of a fully executed copy of this Agreement:

- i. Client must secure express written authorization from the rightful owner of the property that
 - (1) grants KCI the right to provide the Services on or about the property or parcel(s) in question; and
 - (2) acknowledges and affirms the entire terms of this Agreement and the range of Services rendered by KCI; or
- ii. Client must pay an additional fee to KCI in an amount equal to thirty percent (30%) of the gross contract before KCI commences the Services.

KCI warrants that its personnel providing the Services are appropriately skilled and licensed in the State in which the Project is located.

If applicable to the Services, when KCI Services require KCI personnel or subconsultants to be at a project site, KCI agrees it and its subconsultants will comply with the Client's or any of Client's contractors or representative's reasonable health and safety requirements, which will be provided to KCI at least ten (10) business days prior to arrival on the project site. KCI shall not be responsible for any health and safety precautions or programs of Client or any of Client's contractors or representatives.

If applicable to the Services, neither the professional activities of KCI, nor the presence of KCI or its employees and subconsultants at a project site, shall relieve the Client, or the Client's General Contractor or, as applicable, any other third party engaged by the Client, of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Services in accordance with the project documents and any health or safety precautions required by any regulatory agencies. KCI and its personnel have no authority to exercise any control over any other third parties, including a construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that it, its General Contractor or any other third party engaged by the Client shall be solely responsible for jobsite health and safety and warrants that this intent shall be carried out in the Client's contract with those other entities.

6. DOCUMENTS

Upon final payment, KCI hereby assigns to Client any and all rights, title and interest, including, without limitation, patents, trademarks, copyrights, trade secrets and other proprietary rights, to the Documents and Materials created by KCI specifically for Client hereunder and required to be delivered to Client by virtue of the description or specification as a deliverable in the applicable Services. Documents and Materials are the

documents, drawings, and any specifications, computations, electronic data files, sketches, test data, survey results, photographs, and other material required for the provision of the Services.

Until final payment and during the provision of Services, KCI will provide the Documents and Materials to Client pursuant to a limited, non-transferable, no fee, worldwide, license to use the Documents and Materials solely for the purpose of the Project. Client may not copy, distribute, display, or create derivative works from the Documents and Materials except as necessary for the Project until ownership passes at the time of final payment. Under no circumstances or at any time (including after any assignment has been effectuated) may Client modify the Documents and Materials without KCI's express written permission and, when permitted, any such modifications will be clearly marked as being made by the Client.

Where the Documents and Materials are marked with KCI's copyright notices or other indicia or authorship, Client may not remove or modify any such marking without the prior written permission of KCI during the duration of the Project or anytime thereafter (including after any assignment has been effectuated). Notwithstanding anything to the contrary contained herein, KCI retains all right to its knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Services. KCI may, but is not obligated to, keep copies of all Documents and Materials for its records.

In the event Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes or modifications to the Documents and Materials, including electronic files, without obtaining KCI's prior written consent, Client assumes full responsibility for such changes or modifications, including any consequences thereof. Client agrees to waive any and all claims against KCI and to release KCI from any liability arising directly or indirectly from unauthorized changes or modifications.

Client will include in all contracts in any way related to the Services provisions prohibiting another entity, including a contractor or any subcontractors of any tier, from making any changes or modifications to KCI's Documents and Materials without the prior written approval of KCI, prohibiting the removal of KCI's copyright notices and other markings, and requiring the other party to indemnify KCI from any and all liability or cost arising from unauthorized changes or modifications.

Client assumes full responsibility and liability for all unauthorized changes and modifications to the Documents and Materials by itself or any third party after final payment to KCI.

If there is a discrepancy between that which is described or depicted on any Documents or Materials in electronic files and that which is described and depicted on the hard copies of such Documents or Materials, the hard copies shall govern.

7. INDEMNIFICATION AND LIABILITY

KCI shall indemnify and hold harmless the Client, its officers, directors, and employees, from and against those liabilities, damages, and costs that Client is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. KCI will reimburse Client for reasonable defense costs for claims arising out of KCI's professional negligence based on the percentage of KCI's liability.

KCI shall indemnify, defend and hold harmless the Client, its officers, directors, and employees, from and against those claims, liabilities, damages and costs arising out of third-party claims to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. The duty to defend shall not apply to professional liability claims.

The foregoing defend, hold harmless and indemnity obligations shall apply solely to any such causes of action, damages, costs, expenses or defense obligations covered by KCI's insurance.

The Client agrees to indemnify and hold harmless KCI, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Services and this Agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. This Client indemnification and hold harmless includes damages, liabilities or costs arising from or relating to: slander of title or disparagement of property claims referenced in Section 5, RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY; changes/modifications to Documents and Materials referenced in Section 6, DOCUMENTS; fees and expenses including, but not limited to cost of personnel time, court costs, litigation expenses and reasonable attorneys' fees KCI incurs as a result of late-payment referenced in Section 10, PAYMENTS; and, where applicable, any loss or damage to KCI or third parties' personnel or equipment resulting from any ground penetration except when it is the direct result of KCI's sole negligence or when caused by normal wear and tear.

Neither the Client nor KCI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

If applicable to the Services, Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold KCI harmless from any loss, damage, expenditure or liability arising out of or in any way relating to the presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of KCI's sole negligence.

To the fullest extent permitted by law, the total liability, in the aggregate, of KCI and its officers, directors, and employees to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Services or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed \$25,000 or the total compensation received by KCI under this Agreement, whichever is the lesser.

Neither party shall have liability for special, incidental, or consequential damages, lost revenues, lost profits, or punitive/exemplary damages, regardless of whether either party is or was aware of the possibility or actuality of such damages and regardless of the form or theory of relief of any claim or action. If Client is subject to liquidated damages, then Client agrees to waive any potential claim against KCI for liquidated damages unless, pursuant to a final determination consistent with Section 12, DISPUTE RESOLUTION, KCI is found to be at least partially at fault, then KCI agrees to pay is proportionate share of liquidated damages.

If applicable to the Services, Client agrees that KCI shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, or for testing or inspection work performed by others, nor for any loss or damages claimed to result from penetration of the ground unless the loss or damage is a direct result of KCI's sole negligence.

If applicable to the Services, Client hereby agrees that, to the fullest extent permitted by law, KCI's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to mold shall not exceed the amount of any insurance coverage available to satisfy any claim made against KCI within the scope of any such coverage in existence at the time the claim is resolved by way of settlement award or judgment (exclusive of any required deductible). Client further agrees that in no event shall KCI be liable for any claims or damages of any nature, regardless of the insurance, (including costs relating thereto) for bodily or personal injury related to mold claims.

8. INSURANCE

KCI maintains at least the following insurance: 1) Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; 2) Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over its employees providing the Services to the required statutory amount; 3) Automobile

Liability Insurance with a combined single limit of two million dollars (\$2,000,000); and 4) Professional Liability Insurance in the amount of at least two million dollars (\$2,000,000). Certificates of insurance may be provided upon request.

9. CONFIDENTIALITY

The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

Confidential Information produced or provided by either party relating to the Project shall not be released to other parties or the subject of any public announcement or publicity release without the other party's written authorization, unless required by law. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a publication as stated herein.

Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Agreement by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party and excluding necessary back-ups and record retention policies, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party and will destroy the copies kept consistent with record retention policies. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement.

10. PAYMENTS

Invoices submitted by KCI to Client are due and payable in full for undisputed amounts no later than forty five (45) days after receipt after Client receives payment for the Services invoiced by KCI. If Client has a specific format or required information to be included in the invoice, Client will provide those details to KCI at the time of executing this Agreement. KCI does not agree to any retainage or withholding unless specifically agreed to in writing.

If any invoiced amount is disputed, Client will provide a detailed written explanation of the dispute and the parties agree to follow the dispute process in Section 12, DISPUTE RESOLUTION. Both parties agree to continue fulfilling the obligations of this Agreement during resolution of the dispute.

If undisputed amounts of an invoice remain unpaid for more than sixty (60) days from the date of the invoice, KCI, at its discretion and as allowable by law, may impose any or all of the following remedies: (1) apply a service charge of one and one half percent (1.5%) per month, eighteen percent (18%) per annum; (2) stop all Services, provided Client is given three (3) business days prior written notice to cure; (3) withdraw all certifications and plans previously submitted; (4) assert a lien on the property; (5) file suit for the collection

of said overdue invoices in any Court of competent jurisdiction; and (6) undertake any other remedies accorded it by law or this Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions.

As full and complete compensation for the Services, including all sales, excise, employment, use and other applicable taxes, fees and all other amounts imposed by governing authorities that are applicable to the Services, Client shall pay the KCI invoices. KCI shall be responsible for the payment of all taxes covering the Services, including the payment of all applicable taxes covering its employees.

11. TERMINATION

Upon three (3) business days' written notice to the other party, this Agreement may be terminated for convenience by either party, with or without cause and at the party's sole discretion. Upon termination for convenience, neither party shall have any further claims against each other provided that Client shall pay KCI for all Services performed through the date of termination.

Upon payment for all Services performed through the date of termination for convenience, neither party shall have any further claim for any type of damages and this Agreement will be deemed completed as of the date of the termination for convenience as if the Services included only those Services completed through the date of the termination for convenience.

If the termination for convenience is due to Client being terminated for convenience, then Client shall vigorously pursue on behalf of KCI the compensation due KCI. KCI agrees to cooperate fully in Client's efforts to pursue any claims allowed including providing any necessary documentation and cost records.

Either party may terminate this Agreement for cause should the other party fail to deliver their obligations and requirements in a timely manner, to correct defective Services, as applicable, to act in good faith, or to carry out their obligations and requirements in accordance with this Agreement, each of which shall constitute a breach of this Agreement. In such event, the terminating party shall give written notice to the intended terminated party explaining the cause for termination thereby initiating the option to cure the default and take substantial steps to correct such default within three (3) business days after receipt of notification. If the intended terminated party fails to take substantial steps in the time allotted, the other party may immediately terminate this Agreement.

12. DISPUTE RESOLUTION

The parties agree that all claims, disputes, and other matters ("Claims") in question between the parties arising out of or relating to this Agreement or breach thereof shall first attempt to be resolved between themselves including escalating up to the appropriate levels of each party. If after thirty (30) business days the Claim remains unresolved, then the parties agree to submit the Claim for confidential, non-binding mediation with both parties agreeing to the mediator no later than forty-five (45) days after written agreement to engage in mediation. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of the Claims that is subject to mediation between the parties. The parties agree to fully cooperate and participate in good faith to resolve the Claims. No written or verbal representation made by either party in the course of any discussions attempting to resolve the Claims or other settlement negotiations shall be deemed to be a party admission. Both parties agree that the choice of law shall be the laws of the State of the KCI office executing the Agreement, regardless of any other choice of law provisions.

If mediation fails to resolve the Claims within six (6) months, the Claims shall be submitted for determination through litigation in a court of competent jurisdiction in the County or City of the State of the KCI office executing the Agreement. Prior to the exercise of this right, the party seeking judicial relief shall provide the other party thirty (30) days' prior written notice before filing such judicial action.

13. CERTIFICATE OF MERIT

Either consistent with the applicable Certificate of Merit statute or pursuant to this Agreement, Client shall make no claim (whether directly or in the form of a third-party claim) against KCI unless the Client shall have first provided KCI with written certification executed by an independent engineer licensed in the State where the Services are being performed, specifying each and every act or omission that the certifier contends constitutes a violation of the standard of care consistent with Section 4, STANDARD OF CARE. Such certificate shall be provided thirty (30) days prior to the presentation of any such claim or the institution of any dispute resolution process pursuant to Section 12, DISPUTE RESOLUTION.

14. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a) and 41 CFR 60- 741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or disability.

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

15. ASSIGNMENT, DELEGATION, AND SUBCONTRACT

Neither party may assign, delegate, or subcontract any portion of this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment, delegation, or subcontracting shall not operate to relieve that party of performing its obligations and responsibilities per this Agreement. Any assignment, delegation, or subcontract shall provide for and require the same protections as to the other party and levels of performance at least equal to those provided for in this Agreement.

16. THIRD PARTY BENEFICIARY

The parties agree that the Services performed by KCI pursuant to this Agreement are solely for the benefit of the Client and are not intended by either party to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the Services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.

17. FORCE MAJEURE

If and to the extent that either party is prevented, precluded or hindered from performance under this Agreement by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemic, epidemic, acts of governmental authorities, strikes, lockouts, casualties, or other similar or dissimilar causes beyond its reasonable control, such performance shall be excused, but only for the time period and to the extent that such performance is prevented, precluded or hindered by such causes. Time of performance of the party's obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences.

18. NOTICES

All notices shall be sufficient if delivered in person, or sent by certified mail receipt requested or email to the party's designated recipient at the following:

Client: City of Bloomington
Name and Title: Joanna Sparks, Urban Greenspace Manager Address:
401 N. Morton Street, Suite 250, PO Box 848 Telephone Number:
812-349-3497
Email Address: sparkj@bloomington.in.gov

KCI:
Name and Title: Samantha Loutzenhiser, Project Manager Address:
5672 W 74th St.
Telephone Number: 463-233-9062
Email Address: samantha.loutzenhiser@kci.com

Unless otherwise identified above, Client agrees that the person executing this contract will be the designated recipient.

Notice will be considered made as of the date of actual delivery if in person, as of the date of the receipt if sent via certified mail, or two (2) business days after the date of the email.

Changes in the designated recipient and/or contract information from the above will not be effective until such time as written notice is provided to the other party in accordance with this Section 18.

19. MISCELLANEOUS

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by KCI and Client.

The failure of either party to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

This Agreement shall be governed by the laws of the State of the KCI office executing the Agreement, regardless of its or any other choice of law provisions.

Both parties agree that KCI is an independent contractor.

KCI shall have the right, at its expense, to post prominently advertising signage at the location and on vehicles and equipment acknowledging KCI is providing services.

The whole and entire agreement of the parties is set forth in this Agreement and the parties are not bound by any agreements, understandings, or conditions otherwise than as expressly set forth herein.

If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.

A-15 Agenda item

Admin. Approval: TS
Date: 1/7/25

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: January 30, 2025
SUBJECT: APPROVAL OF CONTRACT WITH B&L SHEET METAL AND ROOFING FOR ROOF REPAIRS

Recommendation

Staff recommends contracting with B&L Sheet Metal and Roofing to address roof maintenance on the Buskirk Chumley Theater and the Project School Building in an amount not to exceed \$4,500.

Funding source: 2204-18-189000-53610.

Background

B&L Sheet Metal and Roofing is a reputable vendor that has identified through an inspection some maintenance items that need to be addressed on the Buskirk-Chumley Theater roof for a total of \$2,850, to complete a preventative maintenance visit in the fall of 2025 for \$1,250, and to complete inspection on the roof of 349 S. Walnut, a City-owned building currently being used by the Project School for \$400.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

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

B&L Sheet Metal and Roofing, 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 B&L Sheet Metal and Roofing, INC ("Contractor").

Article 1. Scope of Services. Contractor shall address active deficiencies identified in recent inspection of Buskirk Chumley Theater roof: remove debris, clear clogged drains, and repair open edge flashing on the west side. Contractor shall also provide complete preventative maintenance for Buskirk Chumley Theatre roof in the Fall of 2025. Contractor shall also complete inspection on The Project School building roof at 349 S Walnut . ("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 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: All work should be concluded before December 31, 2025.

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

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

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

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

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

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

Article 11. Indemnification. Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. 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: Amy Leyenbeck, Operations Coordinator, 401 N. Morton, Bloomington, IN 47404. B&L Sheet Metal and Roofing, 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.]

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 _____, 2025.

B&L Sheet Metal and Roofing, 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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

A-16 Agenda item

Admin. Approval: TS
Date: 1/7/25

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: January 30, 2025
SUBJECT: APPROVAL OF SERVICE AGREEMENT WITH BRUCE'S WELDING

Recommendation

Staff recommends awarding a service agreement to Bruce's Welding, not to exceed \$2,300.00.

Funding sources: 2204: 9000-53650; 7202-5361; 7208-5365; 7001-5361; 2001-5361; 2002-5361; 2500-5361;
2211-18-185000-5361

Background

Bruce's Welding performs quality work and they are able to respond in a timely fashion when emergency repairs are required.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Bruce's Welding**

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 Bruce's Welding ("Contractor").

Article 1. Scope of Services. Contractor shall provide welding repairs to Department equipment at City Parks properties and facilities on an as needed basis. Services will be at an hourly rate of fifty dollars (\$50.00) when Department equipment is brought to the contractors shop and an hourly rate of one hundred dollars (\$100.00) when the contractor must travel to the site where Department equipment is located. In the event the Contractor travels to site where the Department equipment is located there will be a minimum charge of two hundred ninety five dollars (\$295.00). Contractor shall charge the same rate for after-hours services. The department will give notice to contractor of at least two (2) working days on repairs, except in the instance repairs require more immediate action." ("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. 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 Three Hundred Dollars (\$2,300.00). 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, 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: Amy Leyenbeck, Operations Coordinator, 401 N. Morton, Bloomington, IN 47404. Bruce's Welding, ATTN: Jacob Glasgow. 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.]

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 _____, 2025.

Bruce's Welding

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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

A-17 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Sarah Mullin, Community Events Specialist
DATE: January 30, 2025
SUBJECT: APPROVAL OF 2025 COMMUNITY GARDENING AGREEMENT

Recommendation

Staff recommends approval of the 2025 Community Gardening Agreement.

Background

The purpose of this Agreement is to outline the responsibilities of any person who rents a garden plot at any of the Parks Department's three community garden sites (Winslow Woods, Butler and Switchyard Parks).

In 2024, a total of 266 plots were available for rent, with some plots being rented by multiple participants as people came and went. A wide variety of monthly pop-up classes and events were offered to gardeners during the peak season, and 13 gardening classes were offered to the general public throughout the year.

Changes that have been made to the contract in 2025 are minimal.

RESPECTFULLY SUBMITTED,



Sarah Mullin, Community Events Specialist

Gardener to keep p. 1-4 of this agreement for reference.

Garden and Plot #(s) --

2025 CITY OF BLOOMINGTON COMMUNITY GARDENING PROGRAM GARDENER AGREEMENT

In order to participate in the 2025 City of Bloomington Parks and Recreation's Community Gardening Program (CGP) at the Willie Streeter Community Gardens at Winslow Woods, 2120 S. Highland Ave., Butler Park Community Gardens, 812 W. 9th St., or Switchyard Park Community Gardens, 1611 S. Rogers St., the gardener(s) agree(s) to the following by reading and signing below:

1. REGISTRATION

Returning gardeners in good standing from last season will be offered a two week window prior to open registration, where they have exclusive access to rental of the same plot(s) they gardened in 2024. During open registration, all unrented plots will be made available to the public on a first-come, first-served basis. (This includes new gardeners and returning gardeners in good standing who did not register early). To be “in good standing,” a gardener must not have any outstanding maintenance fees or have had their plot reclaimed due to lack of maintenance last year.

In an effort to ensure all who want to participate in the community gardens have an opportunity, rental limits are in place. Returning gardeners from 2021 who rented multiple plots will be exempt from this clause and their multiple plot rental, in accordance with limits set in the 2021 Gardener Agreement, will be honored at least through the 2025 season. All returning gardeners who rented single plots in 2023 and any new gardeners will be limited to one plot per household prior to May 1. After May 1, additional plots may be rented, based on availability with the understanding that additional rentals will be available for the current season only. Any unreserved garden plots will be seeded in cover crops and unavailable to rent after August 1.

Gardeners register and pay for garden plots in the current season only. Fees are based on the size and location of the City plot. Parks and Recreation staff shall decide the fees each renter pays. Fees are used to offset direct costs of the CGP. **No refunds on garden plots will be given unless the space is unused and can be assigned to another gardener. No refunds on abandoned garden plots will be given. Any refunds will be subject to a \$10 fee to cover administrative costs.**

2. CONTACT INFORMATION AND COMMUNICATION

Contact the CGP staff by email at communitygardens@bloomington.in.gov, by phone at (812) 349-3704, or in-person during posted and scheduled, weekly work days at the gardens. Email is the primary method of contact used by staff to communicate with gardeners. In certain cases, if staff cannot get in touch with the primary gardener, their plot may be reclaimed. Gardeners without access to email must indicate this on the CGP registration form. Notification of change of contact information must be given to Parks and Recreation by emailing or calling CGP staff within one week of making such a change.

3. GARDENING SEASON

Peak Season - The CGP peak season runs from the 2nd Monday in April through October 31. Weather and other unforeseen factors may delay the opening of the gardens or portions of a garden. Gardeners will be notified via e-mail and signs posted at the gardens if the opening is delayed. Maps showing rented plots with the last name of the gardener will be posted on the gate at each site and all garden plot numbers will be marked on a wooden stake located in each plot. **Gardeners are responsible for maintaining their plot as soon as the gardens are open for the season or immediately upon rental (if renting after 2nd Monday in April).** By Memorial Day, there should be marked progress toward a productive garden. This progress should include: at least half the plot under cultivation; plants established and cared for; path maintenance is carried out; weeds are being managed, etc. (see Section 5). If a rented plot does not show progress toward a productive garden by Memorial Day, it may be reclaimed and offered to someone else. The peak gardening

season ends on October 31. All gardeners must have their plots cleared of all annual plants (see off-season exceptions below) and weeds and mulched (with leaves, straw or established cover crop) by this date. If the plot does not meet these requirements, the plot may be reclaimed and fees assessed. (See Section 5).

Off Season - The off-season is defined as November 1 through the 2nd Monday in April **or** upon the plot being rented by another gardener on or after February, 2026. Gardeners may choose to continue the use of their plot into the off-season provided that their plot is cleared of all weeds, all annual plants that are not cold-hardy, and that their plot is mulched and in full compliance of this agreement by October 31st. In addition, gardeners wishing to continue use of their plot into the off-season, must notify CGP staff in writing by October 15th. If staff is not notified, the plot may be cleared after October 31st. Before planting in the early spring of next season (prior to the 2nd Monday in April), the gardener must first renew their plot registration and notify CGP staff in writing.

In certain instances, plots may need to be taken out of rotation at the end/beginning of a season by CGP management to maintain the overall health of a garden. If this occurs, every effort will be made to replace that plot with a similar plot while maintaining the gardener's returning status.

4. GARDENING PRACTICES - SUPPORTING SOIL HEALTH

In an effort to improve soil health and support environmental resilience, **all plots at all 3 garden sites are designated as organic methods only plots and no plots will be tilled.** This means that the gardeners who rent plots agree to adhere to organic practices as defined in the CGP document entitled *Organic Method Guidelines*, available on our website. This also means that cultivation of the soil is up to the gardener and that low/no-till methods are encouraged. Garden staff will provide educational materials on no/low till gardening. Since no plots are tilled, all gardeners are permitted to garden during the off-season (November-April) provided that they meet the criteria above (see section 3).

5. MAINTENANCE

Garden Plots and Pathways - Gardeners must consistently maintain their plot throughout the garden season. **Regular maintenance includes: regular weeding, harvesting ripe produce, and removing all spent or diseased plants. Gardeners are also responsible for maintaining the woodchip paths adjacent to their plot(s) by keeping them weeded, and refreshing with chips as needed.** All paths, whether wood chips or turf, must be kept free of overgrowing plants, gardening supplies and equipment. CGP staff will provide wood chips for path maintenance. Gardeners are responsible for making arrangements for weeding, watering, and harvesting in their absence. Gardeners unable to utilize or maintain their plot(s) and paths in the way described above, must contact CGP staff immediately. If contacted, CGP staff may be able to find a temporary solution until a gardener is able to continue maintaining the plot and paths.

Unmaintained/Abandoned Plots - CGP staff will contact gardeners renting unmaintained plots by email, unless another form of communication is indicated on the registration form. Those gardeners will be given one week from the initial email/communication attempt to comply with all requirements described in this agreement. If the gardener does not comply by the end of this one-week period, the plot will be considered abandoned and the gardener will give up the privilege to participate in the CGP for the remainder of the 2025 season and the primary gardener may be charged a \$30 maintenance fee. Additionally, any participating gardener who gives up their plot under these circumstances will be limited to the rental of one plot in the next season and may not rent that plot until May 1. If a gardener addresses a one-week maintenance request by the deadline, but subsequently leaves the plot unmaintained, the second maintenance request will have a 3 day deadline. A third request will have a 3 day deadline, too. Any further maintenance issues will result in immediate reclamation of the plot. CGP staff have the discretion to extend these deadlines if extenuating circumstances exist. **If plots have invasive or seeding weeds, CGP staff have the right to enter the plot and remove the plants for the collective benefit of the gardens.**

6. TURNING IN PLOTS/END OF SEASON

Gardeners can finish gardening and turn in their plot to CGP staff at any time without a maintenance fee penalty. If a plot is turned in prior to August 1, the garden plot may be re-rented and the original gardener will not have returning gardener status the following season. If a gardener sufficiently maintains/clears, and mulches their plot between August 1 and October 31 (See off season exceptions in Section 3) such that CGP staff does not need to do anything to the plot for the rest of the season, the gardener will be considered in good standing and may renew the same plot the following year. Gardeners must notify the CGP staff in writing/via email when turning in their plots any time prior to the end of the season, October 31. Any gardener leaving a plot so that CGP staff has to care for it in any way, may be charged a maintenance fee (see above) billed to the primary gardener and may be subject to the same restrictions as for an unmaintained or abandoned plot.

7. GARDEN HOURS

The gardens are open for use daily from dawn until dusk during gardening season.

8. TOOLS, TRELLISING AND OTHER MATERIALS

Gardeners are permitted to store tools, watering cans, or other materials they use in the regular maintenance of their plot during peak gardening season, as long as they are stored within the boundaries of their plot. Trellising, stakes, cages and other hardscaping materials are permitted for use, as long as the items are kept within the boundaries of that gardener's plot(s) and are utilized within two weeks of being placed in those plot(s). All items must be stored in a way that does not collect water for a period of time long enough to provide a habitat for mosquitoes. Any trellising must be constructed in a way that is safe for passersby (No sharp or pointed edges, etc.). The CGP is not responsible for missing/stolen tools or materials left on plots.

Communal tools are available for use during posted open shed hours. Tools are available on a first come, first served basis. Gardeners must clean and return tools to the storage shed in an orderly manner after use and prior to the end of open shed hours.

9. COMPOSTING

Plant material from garden plots may be composted in the bins provided at each garden. Signs will be posted indicating into which bins materials should be placed. Gardeners must not place any materials in the wooded areas at any garden. **Compost bins are for items from CGP gardens only – No home kitchen scraps, yard waste, or other non-garden compostable items are allowed to be dropped off in CGP bins.**

10. WATERING/HOSES

Water spigots are located at each garden site. When using hoses, gardeners must be careful not to damage other garden plots. When finished watering, turn off water at the source, untangle and neatly coil the hose on the hose hanger next to the spigot. Gardeners should notify staff if hoses or spigots are in need of repair.

11. GATES/FENCING/WILDLIFE IN GARDENS

Gardeners must close and latch the gates of the tall deer fenced perimeter when entering and exiting the gardens. CGP staff will do their best to keep the perimeter fence patched and will make every effort to deter small animals such as rabbits from entering, however, it is not possible to exclude every animal from the garden. Please notify staff if you encounter pests or nesting wildlife.

In accordance with our policy to practice organic methods in the gardens, no rodent or pest poisons are allowed, unless approved by the Organic Materials Review Institute (OMRI). Gardener use of traps of any kind is prohibited. CGP use of live traps will be employed in extreme circumstances only, at the discretion of the CCP manager.

12. RESTRICTED AND PROHIBITED PLANTS

Cane fruit (raspberries, blackberries, etc.), grapevines, fruit trees, and other woody perennials are not allowed. Invasive plants including, but not limited to, *Artemisia vulgaris*/mugwort, wandering mint species (peppermint, spearmint, and perilla mint/shiso, etc.), comfrey, and any plant that multiplies in such a way (by seed, rhizome, etc.) as to overtake the plot/soil as a nuisance specimen will not be allowed. The CGP staff will, at their discretion, determine if plants are problematic, invasive, or otherwise prohibited by the State of Indiana, and therefore not appropriate for culture in a community gardening setting. Refer to the CGP document entitled *Restricted and Prohibited Plants* for more information.

13. TRASH

Gardeners must promptly remove any trash they generate, including empty plant pots and trays, from the garden area and dispose of it properly.

14. PETS

Pets are not allowed inside the fence at any garden sites due to food safety concerns and as a courtesy to other gardeners.

15. UNWELCOME/OFFENSIVE BEHAVIOR

Gardeners shall not engage in behavior that a reasonable person would consider to be intimidating, bullying or harassing towards other gardeners or otherwise in connection with this Contract. The City of Bloomington CGP shall be solely responsible for determining when a Gardener's behavior violates this provision. If the CGP determines a Gardener has violated this provision, CGP reserves the right to issue a warning, terminate the contract, reclaim the Gardener's plot, and/or revoke the Gardener's returning status in the following program year. See the Bloomington Parks and Recreation Policy Manual for more information.

16. THEFT AND DAMAGE

Gardening in a public park comes with some risk. Gardeners should report any theft, vandalism, suspicious behavior or activity in the garden areas to CGP staff immediately. No person is permitted to remove anything from plots not rented by them. The City of Bloomington Parks and Recreation Department and staff, acting on behalf of the City, are not responsible for any damage to garden spaces, theft of produce or personal belongings in the vicinity of the gardens or elsewhere.

17. LIABILITY AND INDEMNIFICATION

The undersigned is an adult program participant, or is the parent or legal guardian of a program participant. The undersigned hereby states that s/he understands the activities that will take place in this program, and that the program participant is physically and mentally able to participate in this program. The undersigned recognizes, as with any activity, there is risk of injury. In the event that the program participant sustains an injury in the course of the program, and the City of Bloomington Parks and Recreation Department is unable to contact the appropriate person(s) to obtain consent for treatment, the City of Bloomington Parks and Recreation Department and/or its employees or volunteers are authorized to take reasonable steps to obtain appropriate medical treatment. The program participant and/or his/her parent or legal guardian shall be responsible for the cost of such treatment. The undersigned agrees to release, hold harmless, indemnify and defend the City of Bloomington, the Bloomington Parks and Recreation Department, its employees, agents, and assigns, from any claims including, but not limited to, personal injuries or damage to property caused by or having any relation to the activities covered by this contract, even if arising from the negligence of releases. It is understood that this release applies to any present or future injuries and that it binds the undersigned, undersigned's spouse, heirs, executors and administrators. The program participant may be photographed and videotaped while participating in Parks and Recreation activities, and consent is given for the reproduction of such photos or videos for advertising and publicity.

18. LAW AND VENUE

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

Gardener to sign and return this page with registration form.

Garden and Plot #(s)_____

Fee for Plot:_____

I, the undersigned, have read the City of Bloomington Parks and Recreation's Community Gardening Program Gardener Agreement and understand all of its terms. I agree with its terms and sign it voluntarily.

Primary Gardener, Printed Name

Primary Gardener, Signature

Date

Parent or Guardian, Printed Name if Gardener is age 17 or younger

Parent or Guardian, Signature

Date

Margie Rice, Corporation Council

Date

Tim Street, Director

Date

A-18 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: January 30, 2025
SUBJECT: APPROVAL OF THE 2025 SERVICE AGREEMENT WITH J & S LOCKSMITH SHOP, INC

Recommendation

Staff recommends the review/approval of the J & S LOCKSMITH SHOP, INC service agreement for the Sports and Operations Divisions. Total amount of service agreement not to exceed: \$5,000.

Funding sources to pay for these services will be 2211-18-185000-53610 NR (TLRC), 2204-18-187202-5360 GF (Winslow), 2204-18-187208-53650 GF (Olcott), 2204-18-187001-53610 GF (TLSP), 2204-18-182001 GF (Bryan), 2204-18-182002-53610 GF (Mills), 2204-18-182500-53610 GF (FSC), 2204-18-1835000-53610 GF (Golf); and 2204-18-189000-53650 (Operations).

Background

J&S Locksmith provides locksmith and door lock repair services at Parks properties and facilities. 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
J&S LOCKSMITH SHOP, 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 J&S Locksmith Shop, 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 Seventy Five Dollars (\$75.00) for labor, prorated in quarter hour increments after the first hour, and a travel fee of Fifty Dollars (\$50.00) within the City of Bloomington limits, plus One Dollar (\$1.00) per round trip mile outside of the City of Bloomington limits. 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 Twelve Dollars and Fifty Cents (\$112.50), and travel time of Seventy Five Dollars (\$75.00). Specific scopes of work will be quoted individually and approved by BPRD 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 the Sports Division; Amy Leyenbeck for the Operations Division; 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 the Sports Division and Amy Leyenbeck for the Operations Division; 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, 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, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: J&S Locksmith, 508 W. 17th 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 before its expiration.

[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 _____, 2025.

J&S LOCKSMITH SHOP, 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 _____, 2025.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

A-19 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: January 30, 2025
SUBJECT: APPROVAL OF THE 2025 TLRC HVAC PREVENTIVE MAINTENANCE AGREEMENT WITH COMMERCIAL SERVICE OF BLOOMINGTON, INC

Recommendation

Staff recommends the review/approval of the HVAC Preventive Maintenance agreement at the Twin Lakes Recreation Center with Commercial Service Of Bloomington, INC. Total amount of service agreement not to exceed: \$3,731.83. Funding sources to pay for these services will be 2211-18-185000-53610 NR (TLRC).

Background

Commercial Service of Bloomington, Inc. has provided excellent preventive maintenance and repairs to the HVAC system at the Twin Lakes Recreation Center for several years. Staff have been very impressed with their responsiveness to service calls, and their dedication to making sure the HVAC system at the TLRC is running the most efficient as possible.

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 adjustments and preventive maintenance to heating, ventilation, cooling components at Twin Lakes Recreation Center ("Services") at the sum of Three Thousand Seven Hundred Thirty One Dollars and Eighty Three Cents (\$3,731.83.00). Contractor shall provide the Services two times (2) per year as scheduled. 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 Three Thousand Seven Hundred Thirty One Dollars and Eighty Three Cents (\$3,731.83). 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 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, 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: Daren Eads, PO Box 848, Bloomington, IN 47402. 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. 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 before its expiration.

[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 _____, 2025.

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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

A-20 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: January 30, 2025
SUBJECT: REVIEW AND APPROVAL OF THE 2025 SERVICE AGREEMENT WITH KOORSEN FIRE & SECURITY, INC

Recommendation

Staff recommends the review/approval of the KOORSEN FIRE & SECURITY, INC service agreement for the Parks department. Total amount of service agreement not to exceed: \$5,000.

Funding sources to pay for these services will be 2211-18-185000-53610 NR (TLRC), 2211-18-185006-53610 NR (TLRC), 2204-18-187002-53990 GF (Winslow), 2204-18-187208-53650 GF (Olcott), 2204-18-187001-53610 GF (TLSP), 2204-18-182001-53610 GF (Bryan), 2204-18-182002-53610 GF (Mills); 2204-18-183500-53610 GF (Golf); 2204-18-182500-53610 GF (FSC); 2204-18-189000-53610 GF (OPS); and 2204-18-189006-53610 GF (SYP).

Background

Koorsen Fire & Security, INC provides fire and security alarm monitoring, inspections, and repairs at Parks properties and facilities. Typically, we use this service daily for monitoring, bi-annually for inspections, and on an “as needed” basis for repairs.

RESPECTFULLY SUBMITTED,



Daren Eads
Sports Facility Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
KOORSEN FIRE & SECURITY, 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 Koorsen Fire & Security, INC ("Contractor").

Article 1. Scope of Services. Contractor will install, repair, service and monitor fire and security alarms, and fire suppression services and components at City park properties and facilities (Services) at an hourly rate of One Hundred Twenty Dollars (\$120.00) 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 and Ninety Seven Dollars (\$197.00), plus supplies, with a minimum of two (2) hours. Parks Department would give Contractor at least two (2) working days' notice on repairs. Specific scopes of work will be quoted individually and approved by Department 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 Sports Division; Amy Leyenbeck for the Operations Division; Hsuing 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 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: City of Bloomington Parks and Recreation, 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: Koorsen Fire & Security, INC, 1131 Air Drive Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and 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 before its expiration.

[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 _____, 2025.

KOORSEN FIRE & SECURITY, 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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

A-21 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: January 30, 2025
**SUBJECT: REVIEW AND APPROVAL OF THE 2025 SERVICE AGREEMENT WITH
MACALLISTER MACHINERY CO, INC**

Recommendation

Staff recommends the review/approval of the MacAllister Machinery Co, 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 2211-18-185000-53650 NR.

Background

MacAllister Machinery Co, INC provides service and repairs on construction machinery and equipment. 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
MACALLISTER MACHINERY CO, 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 MacAllister Machinery Co, INC ("Contractor").

Article 1. Scope of Services Contractor shall provide service and repairs on industrial equipment at City park properties and facilities ("Services") at an hourly rate of One Seventy Dollars (\$170.00), with a minimum of one (1) hour charge, plus materials. Fuel charge of Fifty Dollars (\$50.00) on all service calls. Contractor shall provide the Services for a set price per hour Monday –Friday 7:00am to 5:00pm and for an afterhour hourly rate between 5:00pm to 11:59pm of One Hundred Ninety Dollars (\$190.00) with a minimum of one (1) hour charge, plus materials. Travel time at an hourly rate of One Hundred Dollars (\$100.00). Surcharge of One Hundred Dollars (\$100.00) for all deliveries, plus local pick-up and delivery rate of One Hundred Fifty Dollars (\$150.00) each way. Parks Department would give Contractor at least two (2) working days' notice on repair. 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 the Sports Division and 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: City of Bloomington Parks and Recreation, 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, 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, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: MacAllister Machinery Co, INC, Attn: Josh Eads, 3721 West Profile Parkway, 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 before its expiration.

[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 _____, 2025.

MACALLISTER MACHINERY CO, 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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

B-1 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: January 30, 2025
SUBJECT: BRAVO AWARD – GIRL SCOUT TROOP 5156

Recommendation

Staff recommends Girl Scout Troop 5156 for the January Bravo Award.

Background

On December 15, Girl Scout Troop 5156 earned their Environment Badges with their cleanup at Bryan Park. 7 Scouts and their parents came out to Bryan Park to help staff clean up wrappers, water bottles, and other waste throughout the playgrounds and walking trail. Over the course of an hour, the girls picked up an entire 5-gallon bucket full of trash, helping to keep our parks clean and safe for everyone to use. The girls learned about our parks, what our staff does to keep them clean, and how we keep ourselves safe when disposing of trash. We are very grateful for the girls' hard work and are happy to recognize them today with the January Bravo Award!

RESPECTFULLY SUBMITTED,



Emily Buuck, Community Relations Coordinator

C-2 Agenda item

Admin. Approval: TS
Date: 1/21/25

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: January 30, 2025
SUBJECT: RESOLUTION 25-01 APPROPRIATING PARKS NON-REVERTING EXPENDITURES FOR THE 2025 FISCAL YEAR

Recommendation

Staff recommends the Board of Park Commissioners appropriate Parks Non-Reverting Operating Fund not otherwise appropriated for the 2025 fiscal year, as set forth in Section 1 of Resolution 25-01.

Background

Expenditure amounts for each Non-Reverting Fund are based on a review of 2023 actual expenses, 2024 budgeted expenses and budgeting based on the Division Director's estimates of program activity revenue and expenses for 2025.

RESPECTFULLY SUBMITTED,



Tim Street, Director

RESOLUTION 25-01

**A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS
OF THE CITY OF BLOOMINGTON SPECIFICALLY
APPROPRIATING PARKS NON-REVERTING FUND
EXPENDITURES NOT OTHERWISE APPROPRIATED**

**BOARD OF PARK COMMISSIONERS
City of Bloomington, Indiana**

WHEREAS, funds will be made available for appropriation in the Parks Non-Reverting Operating Fund as a result of fees, charges, donations and grants monies collected; and,

WHEREAS, Indiana Code 36-10-5-2 allowed the creation and 36-10-4-16 authorizes the appropriation and expenditure of such funds; and,

WHEREAS, said funds were not appropriated as part of the annual budget of the Bloomington Board of Park Commissioners,

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners that:

Section I: For the expenses of said Board the following additional sums of money are hereby appropriated and ordered set apart from the fund herein named and for the purposes herein specified, subject to the laws governing same, for the Fiscal Year January 1 to December 31, 2025:

Administration	\$32,000.00
Health & Wellness	\$11,148.00
Marketing	\$3,000.00
Aquatics	\$105,024.20
Frank Southern Ice Arena	\$148,936.17
Golf Services	\$242,847.00
Natural Resources	\$53,350.00
Youth Services	\$165,817.00
Twin Lakes Recreation Center	\$1,123,780.00
Community Events	\$150,655.85
Adult Sports	\$75,635.57
Youth Sports	\$5,646.96
Benjamin Banneker Community Center	\$5,375.00
Operations	\$53,340.00
Switchyard Park	\$55,328.00
Urban Forestry	\$14,900.00
Hopewell	\$46,100.00
TOTAL	\$2,292,883.75

Section II: This resolution shall be in full force and effect from January 30, 2025 after its passage by the Board of Park Commissioners of the City of Bloomington.

PASSED AND ADOPTED at a regular meeting thereof on this 30th day of January, 2025 by the following roll call vote:

Ayes:

Noes:

Absent:

Kathleen Mills, President

ATTEST:

**Tim Street
Administrator**

C-3 Agenda item

Admin. Approval: TS
Date: 1/15/25

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: January 30, 2025
SUBJECT: APPROVAL OF AGREEMENT WITH 110%, INC FOR PARKS MASTER PLAN CONSULTING

Recommendation

Staff recommends approval of a contract with 110%, Inc. for consulting services to assist with the creation of the Parks 2026-2030 Master Plan.

Amount: \$183,150

Source: 2204-18-181000-53990

Background

The Department is entering the final year of its 2021-2025 Master Plan, and has been searching for consultants to assist us with the creation of our 2026-2030 Master Plan. Having an up-to-date master plan is not only important for guiding our department and our efforts to serve the community, but is also a critical component of our accreditation and makes us eligible for certain state funding opportunities. After review of two companies who submitted information to our Request for Information, we have decided to with 110%, Inc. because of their specific experience working on financial sustainability analysis and planning.

The master plan process will include:

- The creation of a **Community Needs Assessment** that will detail the top priorities the community needs from the department. The information gathering portion of the assessment will include a statistically representative survey of Bloomington residents for quantitative analysis, as well as equitable engagement with user and partner groups for qualitative analysis.
- A **Facilities Conditions Assessment** of Bryan Park Pool and Mills Pools that will help us make decisions about investments and priorities at these aging facilities.
- Development of a **Financial Sustainability Strategy** that will look at cost recovery/subsidy investment goals, lean on staff training happening at a corresponding Financial Sustainability Certificate Program in April, investigate financial insights and historical trends, and develop new service categories for cost recovery.
- **Engagement** with staff, elected officials, and the Board of Park Commissioners as well as up to 6 key stakeholder focus groups, a public workshop, and three outreach pop-up events to gather thoughts and perspectives as well as a project brand and website.

January 2024

- The creation of the **2026-2030 Master Plan**, including high-level reviews of other City plans (e.g. Climate Resiliency Plan, Transportation Plan, etc.) with an **Implementation and Strategic Plan**, and final presentation of results.

This work will be completed over the coming 12-14 months with final delivery expected in early 2026.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is written in a cursive style with a large, sweeping initial "T" and "S".

Tim Street, Director

January 2024

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
110% , INC.
FOR
CREATION OF 2026-2030 BLOOMINGTON PARKS AND RECREATION MASTER PLAN**

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 110% CONSULTING (“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 February 28, 2026 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 Tim Street, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Eighty Three Thousand One Hundred And Five Dollars (\$183,105.00). 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:

Tim Street
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	110%, INC
Attn: Tim Street	Attn: Jamie Sabbach
401 N Morton St., Suite 250	PO Box 538
Bloomington, IN 47404	Salida, CO 81201

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

110% CONSULTING

Margie Rice, Corporation Counsel DATE

Jamie Sabbach, President and Principal 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 those laid out in the contractor’s response to the Request for Information, including the following. Progress invoices will be submitted monthly based on the percentage of work complete.

Proposed Timeline & Budget

Task	Budget
Phase 1: Infrastructure Conditions Assessment, Capital Improvement Plan (CIP), and Financial Sustainability Strategy	\$70,390
PM.1.a Project Kick-off	\$870
PM.1.b Check-ins and Review Meetings	\$940
1.1 Pool Conditions Assessment	\$28,600
1.2 Financial Sustainability Strategy	
1.2.a FSS – Focus Area #1	\$18,930
1.2.b FSS – Focus Area #2	\$13,560
1.2.c FSS – Focus Area #3	\$7,490
Phase 2: 2026-2030 Master Plan	\$84,235
PM.2.a Check-ins and Review Meetings	\$2,945
2.1 Staff & Board Planning Sessions	\$6,290
2.2 Equitable Community Engagement	
2.2.a Project Branding & Website	\$6,000
2.2.b Focus Groups	\$4,700
2.2.c Workshop & Virtual Engagement	\$8,275
2.2.d Pop-up Events	\$2,325
2.2.e Statistically Valid Needs Assessment	\$27,700
2.2.f Board Update Meetings	\$1,410
2.3 Organizational Analysis	
2.3.a Recreation Services Analysis	\$9,300
2.3.b Providers Inventory and Network	\$5,450
2.3.c Inclusion and Accessibility Review	\$2,820
2.3.d Climate Change & Sustainability Review	\$2,820
2.4 Organizational Priorities	\$4,200
Phase 3: Implementation/Strategic Plan	\$28,480
PM.3.a Check-ins and Review Meetings	\$940
3.1 Implementation/Strategic Plan	\$22,300
3.2 Final Deliverables & Presentation of Results	\$5,240
Project Total	\$183,105

Consultant rates used to calculate the fee proposal on the previous page include: 110% – Principal: \$235/hour; Project Consultant: \$150-175/hour, Woolpert – Director: \$200/hour, CivicBrand – Project Consultant: \$155/hour, aQity – Principal: \$150/hour; Project Support: \$60-90/hour

NOTES: All pricing above includes three project visits. Additional in-person facilitation is available upon request. Pricing per trip is based upon market and staff time and priced at an agreed upon amount based on location of selected consultant(s). Invoices will be submitted monthly based upon the past month's project completion. No reimbursable expenses are included in the proposal as they are built into the process pricing.

EXHIBIT B

“Project Schedule”

All work is to be complete by February 28, 2026 and will be performed on the following schedule.

Proposed Timeline & Budget

The proposed timeline and budget below includes all proposed tasks and anticipated dates for all work associated with each phase in our response to the City of Bloomington Parks and Recreation Department’s Master Plan RFI. Date ranges are what is anticipated but may vary dependent upon a variety of factors including staff and/or elected representative’s availability, etc. We are willing to modify or further customize any of this proposed work plan to best suit the interests of the Department so that the intended outcomes of this process can be realized.

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Phase 1: Infrastructure Conditions Assessment, Capital Improvement Plan (CIP), and Financial Sustainability Strategy													
PM.1.a Project Kick-off													
PM.1.b Check-ins and Review Meetings													
1.1 Pool Conditions Assessment													
1.2 Financial Sustainability Strategy													
1.2.a FSS – Focus Area #1													
1.2.b FSS – Focus Area #2													
1.2.c FSS – Focus Area #3													
Phase 2: 2026-2030 Master Plan													
PM.2.a Check-ins and Review Meetings													
2.1 Staff & Board Planning Sessions													
2.2 Equitable Community Engagement													
2.2.a Project Branding & Website													
2.2.b Focus Groups													
2.2.c Workshop & Virtual Engagement													
2.2.d Pop-up Events													
2.2.e Statistically Valid Needs Assessment													
2.2.f Board Update Meetings													
2.3 Organizational Analysis													
2.3.a Recreation Services Analysis													
2.3.b Providers Inventory and Network													
2.3.c Inclusion and Accessibility Review													
2.3.d Climate Change & Sustainability Review													
2.4 Organizational Priorities													
Phase 3: Implementation/Strategic Plan													
PM.3.a Check-ins and Review Meetings													
3.1 Implementation/Strategic Plan													
3.2 Final Deliverables & Presentation of Results													

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 _____, 2025.

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 _____, 2025.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

C-4 Agenda item

Admin. Approval: TS
Date: 1/16/2025

TO: Board of Park Commissioners
FROM: Cody Martin, Sports/Facility Coordinator
DATE: January 14, 2025
SUBJECT: REVIEW AND APPROVAL OF 2025 PARTNERSHIP AGREEMENT WITH BLOOMINGTON FOOTBALL CLUB (BFC)

Recommendation

Staff recommends the review/approval of the 2025 partnership agreement with Bloomington Football Club (BFC) at Winslow Sports Park during the upcoming season. Total estimated revenue amounting roughly \$8,000 from rental fees at Winslow Sports Park.

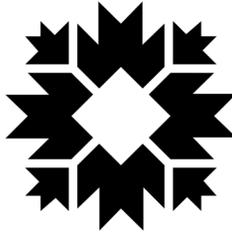
Background

We have partnered with Bloomington Football Club for multiple years by providing a consistent space for their operations at Winslow Youth Park and occasionally overflowing to Olcott Park. We hope to continue this partnership due to the recreational benefits it provides for the youth of Bloomington and surrounding communities.

RESPECTFULLY SUBMITTED,

Cody Martin

Cody Martin, Sports/Facility Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into the last date indicated on the signature lines below, by and between the Bloomington Parks and Recreation Department ("Parks") and Bloomington Football Club ("BFC"), WITNESSETH:

WHEREAS, both Parks and BFC wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and BFC is in the public interest; and

WHEREAS, there is an apparent need for a recreational youth soccer program, and Parks and BFC desire to cooperate in the provision of a youth soccer program for the general public; and

WHEREAS, BFC is capable to perform such services, and has a history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with Parks; and

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

WHEREAS, services provided by each party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

- 1. Purpose of Agreement.** This agreement outlines a program partnership which will provide an affordable and effective youth soccer program, designed to introduce beginner participants to the program as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.
- 2. Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 31, 2025, unless terminated earlier as provided herein.

3. Duties of Parks. Parks agrees to:

- a. Allow BFC access to Winslow Field 5 on a first priority basis.
- b. Allow BFC access to Winslow Baseball Field 5 specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:

Practice/Games (excludes field lining) \$18.00 per hour

Olcott Park:

Practice/Games (excludes field lining) \$16.00 per hour

Practice/Games with lights (excludes field lining) \$20.00 per hour

- c. Provide facility maintenance including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- d. Provide turf management including seeding, fertilizing, aerifying, weed control, turf rolling, and mowing. Turf Management shall include, but is not limited to:
 - 1. Providing seeding, fertilizing, aerifying, turf rolling, and weed control services at least twice a year and whenever it is reasonably necessary based upon field and weather conditions. Mowing shall be provided based upon turf conditions.
 - 2. Providing mole/vole remediation services to eliminate moles and voles from the fields. In addition, Parks will provide services to repair areas of the turf damaged by voles and moles as these holes pose a risk to youth soccer players. BFC programming may be affected as portions of the field may be closed off to mitigate mole/vole damages. This will be at the discretion of the Parks department.
 - 3. Purchasing dirt to fill in holes on Field 5 on an as-needed basis and whenever deemed necessary.
- e. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- f. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that BFC is not comfortable with resuming play after an all clear is given from a Parks representative, BFC may decide to cancel play and that will be communicated on the hotline.
- g. Provide a storage room for BFC program supplies at Winslow Sports Complex.

- h. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters at the Winslow Sports Complex.
- i. Provide the services of the Sports/Facility Coordinator as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- j. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.
- k. Allow play on coned off parking lot area if fields are unplayable.
- l. Provide initial lining of 2 soccer fields in the outfield of Winslow field 5.
- m. Allow BFC to hang sponsor banners on fencing of Winslow field 5.
- n. Provide sport field lighting until 10pm curfew and parking lot lighting. Field 5 lighting is original 1977 equipment and will be provided 'as is' as long as operable, at the current pre-season lighting levels, with no additional capital investment. Replacement and maintenance of the lighting on Field 5 will occur whenever deemed necessary by Parks. Field 6 will be maintained and annually repaired at reasonable times.

4. Goals and Duties of BFC. The goals of BFC are to offer a recreational youth soccer program for the community at large, introduce and publicize BFC to the public, and provide programming for children of BFC. BFC hereby agrees to:

- a. Maintain close contact with the Sports/Facility Coordinator.
- b. Purchase field line paint and line as needed.
- c. Agree to have each head coach obtain Coaching Education program requirements. BFC also agrees to have all adults involved with the program submit to a local and state criminal history check.

BFC REQUEST/LANGUAGE- BFC AGREES TO HAVE ALL HEAD COACHES SUBMIT TO LOCAL AND STATE CRIMINAL HISTORY CHECKS AND RECEIVE SAFESPORT CERTIFICATION.

- d. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least two weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow, the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)
- e. List the Parks and Recreation Department on all publicity and promotional

materials developed by BFC as a “partner” or “in partnership with.” A copy of any promotional materials should be submitted to the Parks and Recreation Department’s Sports/Facility Coordinator for approval prior to distribution to the public.

- f. Refer any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues to Parks on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
 - g. Obtain legally binding liability waivers from all participants which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that BFC fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
 - h. Name the City of Bloomington as additional insured on its general liability policies and shall provide Parks with a certificate of insurance prior to March 21, 2025.
 - i. Refrain from operating vehicles or other equipment on-site while participants are present.
 - j. Maintain/paint field lines (Winslow field 5) throughout usage.
 - k. BFC may sell food and drinks at their events, assuming that they apply for and receive a permit and follow City policies.
5. **Behavior.** 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. Parks will make sure to notify BFC of any changes to partnership agreements by January 1, 2026 as it relates to Field 5 pending a 2026 partnership agreement approved by the Park Board.
6. **Parks Review of BFC Program.** BFC is recognized as having the ability to conduct the youth soccer program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues.
7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City’s jurisdiction. Moreover, 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.

9. Notice and Agreement Representatives.

Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

BFC President
Jeremy Sweet
905 S. Hawthorne Dr.
Bloomington, IN 47401
(812)345-0278

Bloomington Parks and Recreation
Cody Martin
P.O. Box 848
Bloomington, IN 47402
(812) 349-3774

Agreement representatives for the day to day operations and implementation of this agreement shall be:

Jeremy Sweet
BFC President
(812)345-0278

Cody Martin
Sports/Facility Coordinator
(812) 349-3774

10. Termination. The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to correct the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.

11. Insurance and Indemnity. BFC 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 BFC shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. BFC and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first stated above.

Additional Agreements

- a. The Winslow Field 5 is a practice field, not an 11v11 soccer competition field; Field 5 shall only be used by BFC as a practice field. The City will not expand the Winslow 5 field. Nothing in this provision shall be construed to prevent club friendlies or scrimmages.
- b. The Winslow Field 5 baseball fences must remain as they are; BFC shall not alter the fences.
- c. BFC shall move goals and other equipment off of Winslow 5 after a practice or match anytime they receive notice from the City prior to the start of that practice or match, provided that Parks have provided at least 72 hours notice to BFC to allow BFC to coordinate removal of their equipment.
- d. Parks will not distribute keys to partners unless it is deemed imperative to the success/duties of the partner (i.e. concessions). Parks will provide staff to give partners access in accordance with their partnership agreement.
- e. The Winslow Field 6 priority use is as a baseball field, and any individual, group, or team wishing to use Field 6 as a baseball field has priority. However, if no one is then using Winslow Field 6, BFC may use the grass areas only for practice or warming up.
- f. Parks will allow BFC to use the battery powered paint sprayer to line the soccer fields. Should it break, Parks will make the decision whether or not to fix the paint spraying machine.
- g. Parks shall list BFC as an approved partner in all applicable marketing and advertising material where partners are generally listed.
- h. Olcott Park- BFC will have access to store equipment (cones/soccer balls) in the Olcott Concession Building; BFC can store soccer goals behind football score tower (Parks is not responsible for lost, stolen or damaged goals/equipment). Parking will be limited to Olcott parking lot (not on the grass) or Jackson Creek Middle School parking lot.

BFC

By: _____
 Jeremy Sweet, President DATE

BLOOMINGTON PARKS AND RECREATION

By: _____
 Tim Street, Director DATE
 Bloomington Parks and Recreation

 Kathleen Mills, President DATE
 Board of Park Commissioners

 Margie Rice, Corporation Counsel DATE
 City of Bloomington

C-5 Agenda item

Admin. Approval: TS
Date: 1/16/2025

TO: Board of Park Commissioners
FROM: Cody Martin, Sports/Facility Coordinator
DATE: January 14, 2025
SUBJECT: REVIEW AND APPROVAL OF 2025 PARTNERSHIP AGREEMENT WITH BLOOMINGTON JUNIOR BASEBALL LEAGUE (BJLBA)

Recommendation

Staff recommends the review/approval of the 2025 partnership agreement with BJLBA at Winslow Sports Park during the upcoming spring and summer baseball seasons. Estimated rental revenue from partnership is estimated at \$18,000.

Background

Bloomington Parks and Recreation has partnered with BJLBA for many years, providing a large youth baseball league for our community. They have been the large majority of all usage at Winslow Sports Park in the past, and we hope to continue this symbiotic relationship.

RESPECTFULLY SUBMITTED,

Cody Martin

Cody Martin, Sports/Facility Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into on the last date indicated on the signature lines below, by and between the Bloomington Parks and Recreation Department ("Parks") and Bloomington Junior Baseball League ("BJLBA"), WITNESSETH:

WHEREAS, both Parks and BJLBA wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and BJLBA is in the public interest; and

WHEREAS, there is an apparent need for a recreational youth baseball program, and Parks and BJLBA desire to cooperate in the provision of a youth baseball program for the general public; and

WHEREAS, BJLBA is capable to perform such services, and has a history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with Parks; and

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

WHEREAS, services provided by each party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Purpose of Agreement.** This agreement outlines a program partnership which will provide an affordable and effective youth baseball program, designed to introduce beginner participants to the program as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.
2. **Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 1, 2025, unless terminated earlier as provided herein.
3. **Duties of Parks.** Parks agrees to:
 - a. Allow BJLBA access to Winslow Baseball Fields in priority category #3 based on the order established by the Board of Park Commissioners:
 1. Parks programs
 2. Monroe County Community Schools Corporation programs
 3. **Partnership programs**
 4. Independent programs
 - b. Allow BJLBA access to Winslow Baseball Fields specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:	
Practices	\$18.00 per hour
Weeknight Competition (includes field lining)	\$23.00 per hour
Weekend Competition (includes field lining)	\$25.00 per hour
With on-site maintenance	\$30.00 per hour
All day per field	\$165.00

- c. Allow BJLBA access to practice ball fields at Bryan Park fields 1 and 2 based on availability and at varying rates depending on published prices of those facilities.

Practice (excludes field maintenance and lining)	\$10.00 per hour
Competition (includes minor field maintenance and field lining)	\$12.00 per hour

- d. Provide facility maintenance including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- e. Provide sport field and parking lot lighting including the cost of maintenance and operation of lighting systems for ball fields, parking lots and buildings.
- f. Provide turf management including seeding, fertilizing, aerifying, weed control, and mowing. BJLBA is not permitted to provide field maintenance of any type including dragging infields and raking base paths.
- g. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- h. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that BJLBA is not comfortable with resuming play after an all clear is given from a Parks representative, BJLBA may decide to cancel play and that will be communicated on the hotline.
- i. Provide four hitting tunnels. Each tunnel will be divided and consist of two pitching/hitting stations. Parks will be responsible for the demo of the existing batting cages and returning the area into usable green space.
- j. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters at the Winslow Sports Complex. No Parks supervisor will be on-site at Bryan Park. BJLBA is encouraged to provide a Standard 1st aid and CPR certified supervisor at this facility which is open to the public.
- k. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis, as well as additional maintenance support staff as needed to perform other repairs, tasks and services.
- l. Provide the services of the Youth Sports Coordinator as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- m. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.

4. Goals and Duties of BJLBA. The goals of BJLBA are to offer a recreational youth baseball program for the community at large, introduce and publicize BJLBA to the public, and provide programming for children of BJLBA. BJLBA hereby agrees to:

- a. Maintain close contact with the Youth Sports Coordinator and appoint this person as Parks liaison to BJLBA's policy making board.
 - b. Will consider and discuss with BPRD the wear and tear from BJLBA use in regards the depreciation of tunnel netting
 - c. Agree to have each head coach obtain the Babe Ruth Coaching Education program requirements. This is a lifetime certification. BJLBA also agrees to have all adults involved with the program submit to a local and state criminal history check.
 - d. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least three weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow, the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)
 - e. List the Parks and Recreation Department on all publicity and promotional materials developed by BJLBA as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to the Parks and Recreation Department's Youth Sports Coordinator for approval prior to distribution to the public.
 - f. Refer any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues to Parks on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
 - g. Obtain legally binding liability waivers from all participants which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that BJLBA fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
 - h. Name the City of Bloomington as additional insured on its general liability policies and shall provide Parks with a certificate of insurance prior to May 1, 2025.
5. **Behavior.** 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.
 6. **Parks Review of BJLBA Program.** BJLBA is recognized as having the ability to conduct the youth baseball program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues.
 7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
 8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, 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.

9. Notice and Agreement Representatives.

Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

BJLBA President
Whitney Carr
(812) 320-2749

Bloomington Parks and Recreation
Cody Martin
P.O. Box 848
Bloomington, IN 47402
(812) 349-3774

Agreement representatives for the day to day operations and implementation of this agreement shall be:

Whitney Carr
(812) 320-2749

Cody Martin
Sports/Facility Coordinator
(812) 349-3774

10. Termination. The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to correct the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.

11. Insurance and Indemnity. BJLBA 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 BJLBA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. BJLBA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date last indicated on the signature lines below.

[Signatures are on the following page.]

BJLBA

BLOOMINGTON PARKS AND RECREATION

By: _____
Whitney Carr, President DATE

By: _____
Tim Street, Administrator DATE
Bloomington Parks and Recreation

Kathleen Mills, President DATE
Board of Park Commissioners

Margie Rice, Corporation Counsel DATE
City of Bloomington

C-6 Agenda item

Admin. Approval: TS
Date: 1/16/2025

TO: Board of Park Commissioners
FROM: Cody Martin, Sports/Facility Coordinator
DATE: January 30, 2025
SUBJECT: REVIEW/APPROVAL OF 2025 PARTNERSHIP AGREEMENT WITH ALICIA GRAVES FOR CONCESSIONS MANAGEMENT AT TWIN LAKES SPORTS PARK

Recommendation

Staff recommends the review/approval of the 2025 partnership agreement with Alicia Graves at Twin Lakes Sports Park during the baseball/softball season. Revenue would come in the form of \$2,500 rent for facility usage for the year.

Background

Mrs. Graves operated as our concessionaire partner during 2024 and the relationship was valuable to both BPRD and Mrs. Graves. We hope to continue working together in creating the best possible environment at Twin Lakes Sports Park possible.

RESPECTFULLY SUBMITTED,

Cody Martin

Cody Martin, Sports/Facility Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

**AGREEMENT
FOR
FOOD AND BEVERAGE CONCESSION
TWIN LAKES SPORTS PARK**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Parks and Recreation Department through its Board of Parks Commissioners (hereinafter, “Parks”) and Alicia Graves (hereinafter, “Concessionaire”),

WITNESSETH:

WHEREAS, Parks owns and operates Twin Lakes Sports Park (the “Complex”) at 2350 West Bloomfield Road, Bloomington, Indiana; and

WHEREAS, the Complex contains space and equipment for a food and beverage concession with ice machine; and

WHEREAS, Concessionaire wishes to operate this concession; and

WHEREAS, Concessionaire has a history of operating an inclusive program that serves the needs of the Bloomington community; and

WHEREAS, Concessionaire has a good record of cooperation with Parks.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

A. TERM OF AGREEMENT

The term of this Agreement shall begin on March 1, 2025 and end on December 31, 2025.

B. CONCESSIONAIRE’S RESPONSIBILITIES

1. Concession Fee

Concessionaire shall pay Parks a concession fee of Two Thousand Five Hundred Dollars (\$2,500). Such fee shall be paid in two installments of One Thousand Two Hundred Fifty Dollars (\$1,250) on or before July 1, 2025, and on or before September 1, 2025.

2. Concession Menu and Pricing

- a. Concessionaire shall furnish Parks a listing of the complete menu and prices of items to be sold at the concession location by April 1, 2025. Such menu and pricing is subject to the approval of the Parks Administrator. Based on the supply and demand of products throughout the season, the concessionaire may purchase and sell different products based on market availability.
- b. Soda and Sport drink vending machines are permitted at current level except at such times as Parks may designate, when their availability would conflict with other Parks commitments. Parks will inform Concessionaire of any times beyond those listed in Section C.1. herein when the vending machines must be made inoperable by Concessionaire for the duration of such events.

3. Maintenance of Concession Area

Concessionaire shall keep the serving facility and storage areas, and floors thereof, clean at all times and in such condition that it will pass all public health inspections. Concessionaire shall maintain this area in compliance with all relevant Parks rules and regulations. Bagged and loose trash shall not be placed at ground level or in the immediate area of doorways. It shall instead be placed in or on top of trash receptacles.

4. Equipment Upkeep

- a. Concessionaire and its employees shall use reasonable care in the operation of the concession equipment provided by Parks, and shall not subject such equipment to abuse or unreasonable wear and tear. Concessionaire shall promptly notify Parks of any damage to, or malfunction of, the equipment. Concessionaire shall not make any improvements or repairs to the facility without approval from Parks.
- b. Concessionaire can operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state, and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

5. Insurance

Concessionaire 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. Concessionaire shall also maintain Workers' Compensation Insurance as required by Indiana Code 22-3-2 et seq. Concessionaire shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. Concessionaire and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

6. Employees

- a. Concessionaire shall employ all personnel necessary (employees may be contractual employees) for the operation of the food and beverage concession, and shall pay all necessary wages and payroll tax for such employees. Concession attendants must be a minimum of fifteen (15) years of age. Concessionaire shall designate supervisors. Designation of supervisors is subject to the approval of the Parks Administrator.
- b. All attendants and supervisors must secure any necessary documents and examinations required by any and all public health agencies. Concessionaire must verify that these necessary documents and examinations have been secured.
- c. Concessionaire shall take and successfully complete any trainings and certifications as required by the Monroe County Health Department. Concessionaire shall provide proof of successful completion to Parks by April 1, 2025.

7. Recordkeeping

- a. Concessionaire shall designate a treasurer who will keep and maintain books, records and accounts accurately reflecting the expenditure and revenues of the concession. These documents shall be open to inspection at all reasonable times by authorized agents of Parks or the City of Bloomington Controller's Office, such authorization to be given by the Parks Administrator.
- b. Concessionaire shall provide Parks with an annual statement of all financial records pertaining to operation of the concession facilities during the 2025 season.

8. Safety

- a. Concessionaire shall be responsible for implementing reasonable safety measures at the concession, and shall ensure that concession attendants are familiar with and comply with such measures.
- b. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit

- c. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, 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.

9. Rules and Regulations

Concessionaire shall abide by all rules and regulations of Parks now in effect, and any rules and regulations which are passed during the term of this Agreement. Concessionaire shall also comply with all local, state and federal laws, including health codes, regarding the operation of the concession and the employment of all personnel.

C. RESPONSIBILITIES OF PARKS

1. Use of Property

- a. Parks shall grant permission for Concessionaire to use a designated area at the Complex for the operation of the food and beverage concession. Game night access will be one hour before game times.
- b. During the term of this agreement, any non-Concessionaire concessions operations must be approved by Parks.

2. Use of Equipment

Parks shall grant permission to Concessionaire to operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

3. Electricity

Parks shall provide all necessary electricity for operation of the concession.

4. Maintenance

- a. Parks shall perform all general maintenance of the Complex and its facilities. This shall not relieve Concessionaire of the responsibility to maintain the concession area, as outlined in Article B, Section 3.
- b. Upon notification by the Concessionaire, Parks shall repair or replace defective equipment owned by Parks within a reasonable period of time. The decision whether to repair or replace equipment shall be at Parks' discretion. In the event that equipment has been damaged due to Concessionaire's negligence, Parks may elect to repair or replace such equipment.
- c. The ice machine located in the concession is aged. Parks will not purchase a replacement machine or make repairs outside of initial start-up. Concessionaire may elect to repair or replace the unit at Concessionaire's expense.
- d. Upon notification by Concessionaire, Parks shall repair or rectify, within a reasonable period of time, any defects at the Complex which create health concerns for the concession. Such defects may include, but not be limited to, plumbing malfunctions, leakage, or infestation.
- e. Parks shall not be responsible for food spoilage or other loss resulting from electrical outage or equipment failure, or from other emergency or act of God.

5. Inspections

Parks shall make unscheduled inspections of the concession facility to ensure that facilities and equipment are properly operated and maintained, and that operation is in compliance with the terms of this Agreement. Parks shall request inspections as necessary by the Monroe County Health Department.

6. Invoices

Parks shall invoice Concessionaire for each payment at least thirty (30) days in advance of the due date.

7. Rules and Regulations

Parks shall furnish Concessionaire with a list of the Parks rules and regulations now in effect, and shall inform Concessionaire of any changes or additions to the rules in a timely manner.

D. RELEASE, HOLD HARMLESS, AND INDEMNIFICATION

Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise as a result of the condition of the concession area, or the operation of the concession, including claims for personal injury, property damage, or any other type of claim which might be brought by Concessionaire or by any third party, even if caused by negligence of the releasees.

Concessionaire agrees to assume financial responsibility for the repair or replacement of any concession equipment which is damaged through the negligence of Concessionaire or its employees. The decision to repair or replace damaged equipment shall be at the election of Parks.

E. ASSIGNMENT OF AGREEMENT

Concessionaire shall not assign or sub-contract this Agreement or any of its terms except through prior approval of the Parks Administrator.

F. CHANGE TO AREA; ADVERTISEMENT

Concessionaire shall not:

1. Change the existing layout of the concession area or its equipment; or
2. Post any advertisements in the concession area without prior written approval of the Parks Administrator.

G. BREACH OF AGREEMENT

1. Notice and Time to Cure

In the event that one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have twenty (20) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within twenty days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

2. Electricity; Assumption of Operations

If Concessionaire is the breaching party, upon notice of breach and failure to cure, in addition to any other penalty or remedy to which it is entitled, Parks may shut off electricity to the concession area. Alternatively, Parks may take exclusive possession of its concession equipment and the concession area, and may assume or assign operation of the concession.

3. Liquidated Damages for Late Payment

Concessionaire acknowledges that the damages resulting to Parks as a result of late payment of the concession fee would be difficult to ascertain, and that liquidated damages as provided herein are reasonable. If Concessionaire is more than twenty (20) days late in making any scheduled payment to Parks under this Agreement, Parks may assess liquidated damages for late payment of \$100.00 for every month or part thereof that payment is in arrears. Parks shall not be required to comply with the notice and time to cure provisions of Section 1 of this Article in order to assess these liquidated damages.

In the event that late payments are received, Parks shall apply the payments in the following manner: First, to any arrearages; second, to any outstanding liquidated damages; and finally, to any payments presently due.

H. TERMINATION

1. Early Termination

- a. **Termination by mutual agreement:** The parties may terminate this Agreement prior to December 31, 2025 by mutual written agreement. In the event that such mutual agreement occurs, the termination shall be governed by the provisions of Section 3, below, unless the parties agree otherwise in writing.
- b. **Unilateral termination:** In the event that a non-breaching party elects to unilaterally terminate the Agreement under the provisions of Article G, Section 1, any unpaid portion of the concession fee shall become immediately due and owing, and the monthly liquidated damages described in Article G, Section 3 shall be regularly assessed until the annual fee is paid in full. Additionally, Concessionaire shall bear all costs and expenses related to collection of the fee and any liquidated damages, including, but not limited to, reasonable attorney fees.

2. Scheduled Termination

Unless the parties agree to extend the Agreement as set forth in Section 4, below, this Agreement shall automatically terminate on December 31, 2025.

3. Disposition of Facilities Upon Termination

Upon early or scheduled termination, Concessionaire shall vacate the Center concession within three business days. The concession area and all equipment provided by Parks shall be left clean and in good working order. Concessionaire shall remove any and all food and/or supplies and equipment from the concession area other than those items which are the property of Parks.

4. Extension of Agreement

Prior to the scheduled termination of this Agreement, the parties may agree in writing to extend the term of the Agreement for an additional specified period. Concessionaire shall notify Parks of its desire to extend the Agreement on or before December 31, 2025. In the event that the Agreement is extended, Parks may charge a reasonable additional concession fee.

I. MISCELLANEOUS

1. Enforcement

In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to, court costs and reasonable attorney's fees.

2. 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 other 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.

3. Notices

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

Parks: Parks and Recreation Department
City of Bloomington
P.O. Box 848
Bloomington, IN 47402
ATTN: Cody Martin

Concessionaire: Alicia Graves
PO Box 5221
Bloomington IN 47407

4. 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.

5. Non-Discrimination

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

6. E-Verify

CONCESSIONAIRE 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). CONCESSIONAIRE shall sign an affidavit, attached as Exhibit A, affirming that CONCESSIONAIRE 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.

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

CONCESSIONAIRE shall require any subcontractors performing work under this contract to certify to the CONCESSIONAIRE 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. CONCESSIONAIRE shall maintain on file all subcontractors' certifications throughout the term of the contract with the COB.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have signed this Agreement on the date last indicated below.

CONCESSIONAIRE

CITY OF BLOOMINGTON

Name

Kathleen Mills, President DATE
Board of Park Commissioners

Signature DATE

Tim Street, Administrator DATE

Margie Rice, Corporation Counsel DATE
City of Bloomington

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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

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.

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
_____, 2025.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-7 Agenda item

Admin. Approval: TS
Date: 1/7/25

TO: Board of Park Commissioners
FROM: Becky Higgins, Recreation Services Director
DATE: January 30, 2025
SUBJECT: PARTNERSHIP/GRANT WITH AREA 10 ON AGING, EDWRIGHT EAST

Recommendation

Staff recommends approval of the partnership/grant agreement with Area 10 on Aging. Funding source is Parks GF Administration account (2204-18-181000-53990) in the amount of \$20,000.

Background

Due to the popularity, community support and senior participation, the department would like to continue support of Area 10 Endwright East Active Living Community Center in 2025 through a \$20,000 grant. The funding for operations will be provided through Parks Administration GF budget. Below is the table for the 2024 period of membership and usage. Note that they continued to offer and have widely used virtual and mixed programming for Endwright East.

	Jan. 24	Feb. 24	Mar. 24	April 24	May 24	June 24
Cumulative Membership	938	959	983	995	1012	1033
Daily in-person usage per month	788	993	960	1051	1045	899
	July 24	Aug. 24	Sept. 24	Oct. 24	Nov. 24	Dec. 24
Cumulative Membership	1047	1071	1083	1100	1124	To come
Daily in-person usage per month	1021	1081	912	1274	930	To come

They do have programming and members that utilize hybrid options for some of the offerings. They have also recruited and harnessed over 630 hours of volunteer time in welcoming visitors.

A Cafe` meal service was added in 2023. To date, they have provided 1790 nutritious meals for seniors at the Endwright East. The majority of the meals in 2024 have been salad meals chosen by attendees rather than the hot meal at the Endwright East site.

RESPECTFULLY SUBMITTED,



Becky Higgins, Recreation Services Director

January 2025



CITY OF BLOOMINGTON
Parks and Recreation

GRANT PARTNERSHIP AGREEMENT

This Agreement, made and entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Parks and Recreation Department (“BPRD”), the City of Bloomington Commission on Aging, and Area 10 Agency on Aging (“Area 10”).

WITNESSETH:

WHEREAS, BPRD is committed to offering and promoting recreational services to Bloomington senior citizens; and,

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

WHEREAS, Area 10 is qualified to offer programming and services for senior citizens at the Endwright East Active Living Community Center; and,

WHEREAS, BPRD has partnered with Area 10 since 2019 to assist Area 10 in carrying out its mission, and the parties desire to continue their partnership; and,

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

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline a program partnership, which will provide recreational services for senior citizens at Endwright East Active Living Community Center.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from February 1, 2025 through January 31, 2026, unless early termination occurs as described in paragraph 9, below.

3. FUNDING

BPRD agrees to provide funding to Area 10 up to the amount of Twenty Thousand dollars (\$20,000) to be used exclusively for activities described below in paragraphs 4 and 5, and subject to the terms of this Agreement.

4. AREA 10 ENDWRIGHT EAST ACTIVE LIVING COMMUNITY CENTER

The goal of Endwright East is to provide supportive community space for older adults with quality programming and social engagement. Area 10 shall be responsible for the following:

i. Programming:

- a. Staff the location (College Mall) for Endwright East Tuesdays and Thursdays 10am – 3pm, from February 2025 through January 2026.
- b. Provide program administration and on-site supervision for all operations.
- d. Seek additional grant funding for the continuation and growth of Endwright East programs.
- e. Coordinate health, wellness, and social programming in response to members' interests.
- f. Maintain the authority to manage activities and to collect and retain fees as necessary to maintain facility operations.

ii. Facilities Management:

- a. Facility maintenance shall be done on a daily basis in order to provide a clean, safe, and presentable facility for participants.

iii. Training/Staff: Area 10 shall provide qualified staff at all functions.

- a. Area 10 will ensure that Area 10 staff are present at all Endwright East functions and during all drop-in hours at the facility.
- b. Area 10 will train and supervise volunteer staff for programming and operations.
- c. All staff shall be certified in CPR and Community First Aid. BPRD will provide resources to assist in certifying staff.

5. BLOOMINGTON PARKS AND RECREATION

The goal of BPRD is to provide recreational activities for senior citizens. BPRD shall be responsible for providing the following:

Operational Assistance:

- a. Provide center furnishings when available such as a couch, bookshelves, coffee pots, table and chairs.

- b. Inclusion of programming and offerings in the department's seasonal program guide.
- c. The COB Commission on Aging agrees to develop and support a scholarship fund to support any senior's participation in the low-cost wellness programming if senior is unable to afford the fee.

Payments:

- a. BPRD shall pay Area 10 up to the amount of Twenty Thousand Dollars (\$20,000) during the term of this Agreement.
- b. Payments shall be made during the first quarter.
- c. Area 10 shall invoice BPRD within 30 days of the approval of this agreement. Invoice shall include projected expenses and revenue categories for the year. A report of financial records from the previous year will also be included.

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

The intent of this Agreement is to document a grant partnership agreement between Area 10 and the Bloomington Parks and Recreation Department.

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.

Area 10 Endwright East prohibits ANY firearms or weapons to be in possession of patrons of the Center or on the property. This includes all firearms, clubs, stun guns, tasers, pepper sprays, BB or pellet guns, paintball guns, swords, knives with blades over 3" long. Or items whose sole purpose is to cause bodily injury.

All marketing and public relations information shall designate Area 10 Endwright East programs as a partnership between Area 10 and Bloomington Parks and Recreation Department, followed by a listing of its collaborators (e.g. IU Health Bloomington), and ending with recognition of sponsors and/or grantors.

Promotion and marketing of Area 10 Endwright East by either party shall have the approval of the other party prior to presentation to the public.

Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, Area 10 shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Area 10 fulfills this requirement through its co-employer relationship with WorkSmart, who complies with E-Verify requirements. The Contractor is not required to continue this verification if the E-Verify program no longer exists. The Contractor shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an

unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.

7. INSURANCE

Area 10 shall furnish Parks with a certificate of insurance upon execution of this partnership Agreement. Area 10 shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be 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 the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and Area 10 as insured parties. Area 10 and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

8. NOTICE AND AGREEMENT REPRESENTATIVES

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

Area 10 Agency on Aging
Chris Myers, CEO
631 W. Edgewood Dr.
Ellettsville, IN 47401
(812) 876-3383

Bloomington Parks and Recreation
Tim Street, Administrator
401 N. Morton, Suite 250
Bloomington, IN 47402
(812) 349-3711

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

Area 10 Agency on Aging
Amy Guerrettaz, Endwright Center
631 W. Edgewood Dr.
Ellettsville, IN 47401
(812) 876-3383

Bloomington Parks and Recreation
Becky Higgins, Recreation Director
401 N. Morton, Suite 250
Bloomington, IN 47402
(812) 349-3713

9. TERMINATION

Either BPRD or Area 10 may terminate this Agreement upon giving written notice of the intention to do so to the other one (1) month prior to the intended date of termination.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below.

CITY OF BLOOMINGTON

Area 10 Agency on Aging

Chris Myers, CEO

Margie Rice, Corporation Counsel DATE

Tim Street, Director DATE
Department of Parks and Recreation

Kathleen Mills, President DATE
Board of Park Commissioners

Signature Printed Name, Title DATE
Commission on Aging

C-8 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: January 30, 2025
SUBJECT: CONTRACT WITH NATURE’S WAY, INC FOR DOWNTOWN PLANTER IMPROVEMENTS IN 2025

Recommendation

Staff recommends approval of this contract with Nature’s Way, Inc. for improvements to fourteen downtown planters on the Courthouse Square.

Funding source: (Public Works): 455-26-260000-54310
Amount not to exceed: \$150,965.20.00

Background

SCOPE OF WORK: This project includes fourteen (14) planters located around the Bloomington Courthouse Square. The existing contents of the planters will be entirely removed to the base of the planter, disposed of and replaced with new soil, plant material and mulch.

Phase 1 - Remove all contents, including plant material, mulch, soil, and miscellaneous debris, from all designated planters on the Courthouse Square and dispose of all contents appropriately and in a sustainable manner.

Replace the contents of each planter with new soil formulated for this project, and include a three (3”) inch layer of locally sourced Grade A hardwood bark mulch (non-colored). (Greendell-Perennial Mix is preferred, not required. Avoid bringing soil in that has an invasive seed bank. Flexibility on mulch depth but need to ensure there is no exposed soil and depth is adequate to withstand watering and short term deterioration).

Phase 2 – Replace plant material with native perennials, annuals and bulbs and top dress mulch as needed to maintain a clean three (3”) inch layer of locally sourced Grade A hardwood bark mulch (non-colored). Plant material shall include a minimum twelve month warranty.

The selected contractor shall be expected to provide regular maintenance services. Maintenance Requirements are for a period of twelve (12) months, after the completion of Phase 2.

Timeline – Work to be performed between the dates of March 15 - May 1, 2025 (to allow Parks staff time to salvage plant material during the spring season prior to project implementation and for Vendor to complete the project before IU Graduation Week).

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, Urban Greenspace Manager

January 2025

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
PARKS AND RECREATION DEPARTMENT
AND
NATURE’S WAY, INC.
FOR
2025 PARKS DOWNTOWN PLANTER IMPROVEMENT PROJECT**

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 Nature’s Way, Inc. (“Contractor”),

WITNESSETH:

- WHEREAS, the Department wishes to improve the downtown planter landscaping in 2025; and
- WHEREAS, the Department requires the services of a professional Contractor in order to provide professional landscaping services as outlined in the Scope of Work (the “Services” as further defined below); and
- WHEREAS, it is in the public interest that such Services be undertaken and performed; and
- WHEREAS, Contractor is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 One Hundred Fifty Thousand Nine Hundred Sixty Five Dollars and Twenty Five Cents (\$150,965.25). 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:

City of Bloomington, Parks and Recreation Department
Attn: Joanna Sparks, Urban Greenspace Manager
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

The term of this Agreement shall be one year, commencing on the effective date. This Agreement may be renewed for one additional one year term 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.

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, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all

employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 13. Indemnification

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. 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.
- e) Cyber Attack and Cyber Extortion
 - a. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - b. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - c. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
- f) Network Security Liability
 - a. Limit (Annual Aggregate) of \$1,000,000; and
 - b. Deductible (per occurrence) of \$10,000.
- g) Electronic Media Liability
 - a. Limit (Annual Aggregate) of \$1,000,000; and
 - b. Deductible (Per Occurrence) of \$10,000.
- h) Fraudulent Impersonator Coverage

- a. Limit (Annual Aggregate) of \$250,000; and
- b. Deductible (Per Occurrence) of \$5,000.

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	Nature’s Way, Inc.
Attn: Joanna Sparks	Attn: Val Zygnowicz
401 N. Morton, Suite 250	7330 N. Wayport Road
Bloomington, Indiana 47402	Bloomington , IN 47408

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and 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. 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. The living wage for 2025 will be \$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 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 hereto have caused this Agreement to be executed the date last written below.

[Signatures on the following page.]

CITY OF BLOOMINGTON

NAME OF CONTRACTOR

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



12.30.2024

Kyla Cox-Deckard, President, DATE
Board of Public Works

EXHIBIT A

“Scope of Work”

The Services shall include the following:

1.1. PROJECT DESCRIPTION

This project has two phases and requires itemized labor and materials costs for each phase to be submitted separately (see Section 5 for details). It will include fourteen (14) planters located around the Bloomington Courthouse Square. A map and descriptions are included in Section 1.2. It's important to note that the depths of planters may vary.

1.2. SCOPE OF WORK

Phase 1 - Remove all contents, including plant material, mulch, soil, and miscellaneous debris, from all designated planters on the Courthouse Square and dispose of all contents appropriately and in a sustainable manner. Planter contents may contain “old construction debris and other non-soil items.” Contents should be removed, at a minimum, to the base of the interior of the planter to provide maximum space for plant root growth.

Replace the contents of each planter with Greendell–Perennial Mix new soil formulated for this project, and include a three (3”) inch layer of locally sourced Grade A hardwood bark mulch (non-colored).

Phase 2 – Replace plant material with native perennials (see specs in Section 1.3.1) and top dress mulch as needed to maintain a clean three (3”) inch layer of locally sourced Grade A hardwood bark mulch (non-colored).

Plant material shall be include a minimum twelve month warranty.

The selected contractor shall be expected to provide regular maintenance services as defined in Section 1.3.1., Maintenance Requirements for a period of twelve (12) months, after the completion of Phase 2.

In addition, the city is requesting an optional cost of extending maintenance services for an additional twelve (12) month period after the completion of the initial twelve (12) month maintenance period. See Section 1.3.1., Maintenance Requirements for Maintenance Service expectations.

1.3 PROJECT REQUIREMENTS

The Contractor requirements and responsibilities listed below are applicable to **both Phase I and 2** of this project unless otherwise noted. The Contractor shall be will be expected to:

1. Contact 811 to have underground utilities marked before digging for all sites.
2. Obtain appropriate Right of Way permits from the Engineering Department, <https://bloomington.in.gov/engineering/right-of-way>.
3. Obtain appropriate permits for parking space closures from the Parking Services Division, <https://bloomington.in.gov/transportation/parking/service>.
4. Be responsible for maintaining a safe worksite for the public and workers.
5. Responsible for worksite cleanup at the end of each day. Sidewalks and parking spaces must be clear of all project related debris. No materials or equipment can be stored on the worksite.
6. Work hours will be 7 AM to 6 PM. Any deviation from this schedule shall be pre-approved by the Urban Greenspace Manager *prior* to any change in schedule.

1.3.1 PHASE 2 SPECIFIC REQUIREMENTS AND SPECIFICATIONS

The Contractor shall be required use plant material replacements in accordance with the *Bloomington, Indiana – [Unified Development Ordinance \(UDO\)](#), Chapter 20.04: Development Standards & Incentives 20.04.080 Landscaping, Buffering, and Fences. This information is available by scrolling to the bottom of the page and clicking on the “Current Bloomington UDO Icon” shown below.*



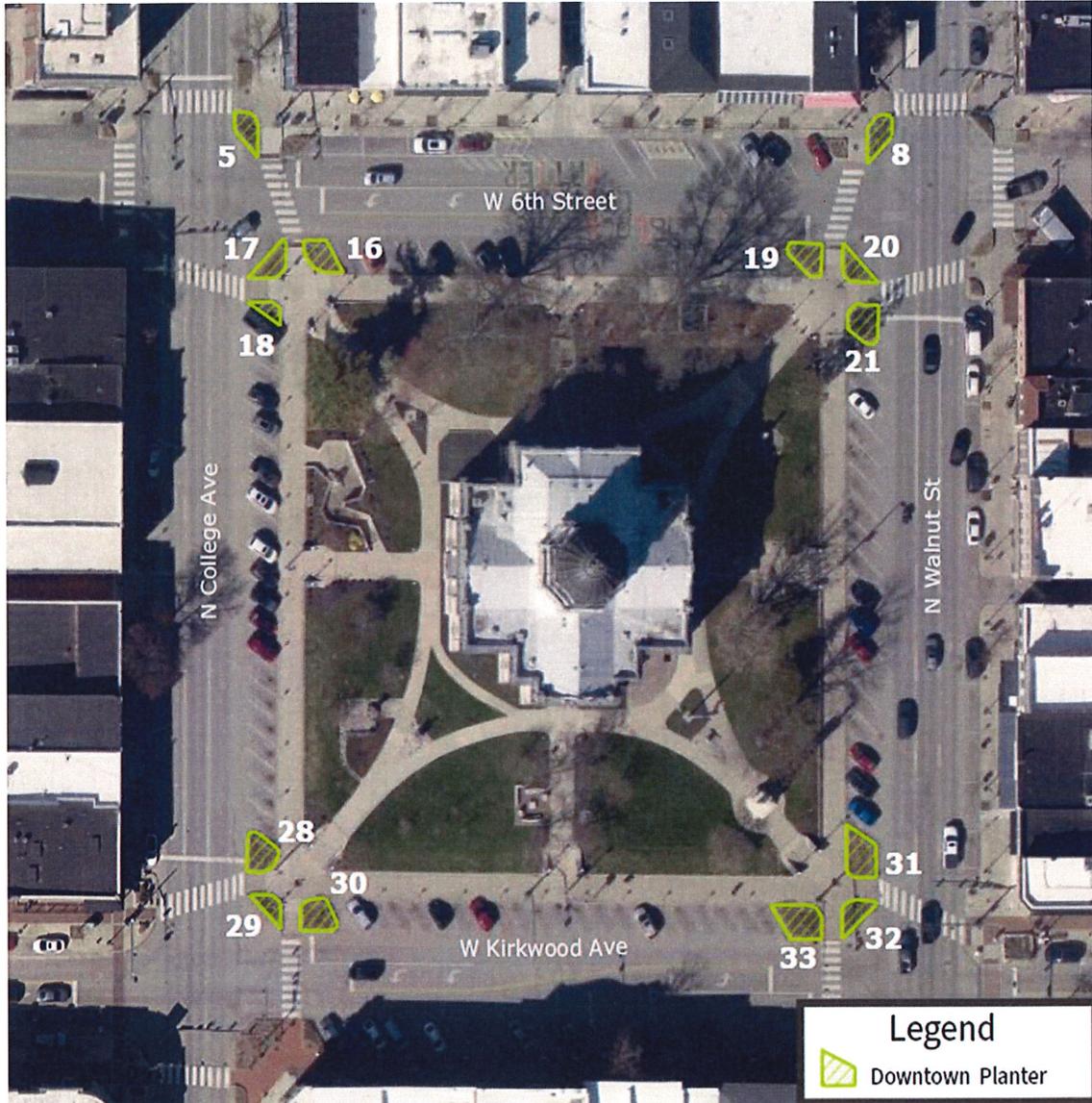
Current Bloomington UDO

- **Plant selection criteria shall include:**
 - Majority of plants should be perennial with a mix of regionally native forbs and graminoids, cultivars/nativars allowed (minimum 75%)
 - Spring flowering bulbs
 - Non-invasive annuals allowed, North American native species preferred (maximum 25%)
 - Provide maximum bloom season
 - Provide four season interest
 - Provide groomed appearance
 - Adhere to Vision Clearance Triangle (VCT) restrictions (maximum height of vegetation, including planter height, is thirty (30”) inches from the crown of the adjacent street within VCT)

- **Landscape Drawings:** Proposals should include professional landscape drawings and native plant species lists for the planters for Phase 2. Due to the wide variations in the planter dimensions please provide at least three submissions with a drawing and species list based on their size. Pay special attention to UDO approved plant species and VCT requirements.
- **Top Dressing:** After the plant material has been placed in the planters, the contractor shall be responsible for top dressing mulch to maintain a clean three (3") inch layer of locally sourced Grade A hardwood bark mulch (non-colored).
- **Warranty:** The Contractor will guarantee plant material and provide regular maintenance services of these planters for a period of twelve (12) months beyond completion of the project. **Note** - Regular maintenance service priorities are to maximize bloom season, maintain a groomed appearance of landscape beds, and maintain vision clearance triangles.
- **Maintenance Requirements:** Regular maintenance services shall include:
 - Watering from April – October (monitor and water as needed – can be daily during periods of drought and extreme heat).
 - Plant maintenance services biweekly from March – November, including deadheading and misc. other tasks as needed to maximize bloom season, maintain a groomed appearance of landscape beds and maintain Vision Clearance Triangles.
 - Manual weed control biweekly from March – November.
 - a. Herbicides may not be used to control weeds without prior approval of the City of Bloomington Urban Greenspace Manager. To request approval to use herbicides, the Contractor must submit a plan in writing to the City that includes the exact areas to be treated, the reason for treatment, the name of the herbicide(s) that will be used, the proposed dates and times of chemical application, proof of required pesticide applicator licenses, and the signage or access restrictions the contractor will implement to prevent exposure to the public.
 - b. Any use of herbicides must be consistent with *the City of Bloomington Parks and Recreation Integrated Pest Management Plan*. A copy can be downloaded from the Bloomington Parks and Recreation Department website by clicking this link:
[Integrated Pest Management Plan](#)
 - Mulching as needed to maintain three (3") inch layer of locally sourced Grade A hardwood bark mulch (non-colored) in the landscape beds and refresh mulch in the spring of 2026 (March-April).

Map of Downtown Planter Improvement Project Locations

Updated 12.10.2024



Downtown Planter Improvement Project - Area Estimate

**** Updated 12.10.2024**

Numerical Map Label	Group	Square Footage
Downtown Planter 5	Courthouse	152.68
Downtown Planter 8	Courthouse	173.55
Downtown Planter 16	Courthouse	187.18
Downtown Planter 17	Courthouse	161.86
Downtown Planter 18	Courthouse	81.15
Downtown Planter 19	Courthouse	184.34
Downtown Planter 20	Courthouse	142.56
Downtown Planter 21	Courthouse	219.16
Downtown Planter 28	Courthouse	208.39
Downtown Planter 29	Courthouse	117.39
Downtown Planter 30	Courthouse	210.01
Downtown Planter 31	Courthouse	275.58
Downtown Planter 32	Courthouse	151.58
Downtown Planter 33	Courthouse	283.31
Total Square Footage of Planters:		2548.74

EXHIBIT B

“Project Schedule”

Work to be performed between the dates of March 15 - May 1, 2025 (to allow Parks staff time to salvage plant material during the spring season prior to project implementation and for Vendor to complete the project before IU Graduation Week). The Contractor will guarantee plant material and provide regular maintenance services of these planters for a period of twelve (12) months beyond completion of the project.

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 _____, 20__.

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 _____, 20__.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

EXHIBIT "E"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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 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.

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 _____
_____, 2025.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-9 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: January 30, 2025
SUBJECT: ADDENDUM TO CONTRACT WITH 4U LAWN & LANDSCAPE, LLC FOR CONTRACT MOWING SERVICES IN 2025

Recommendation

Staff recommends approval of this contract addendum with 4 U Lawn and Landscape, LLC for contractual mowing and trimming services at sixteen (16) alternate locations during 2025.

Funding source: 200-18-189500-53990
Amount not to exceed \$23,085.00

Background

This contract is for mowing and trimming services in 2025 at sixteen (16) Bloomington Parks and Recreation managed properties (see list of Alternate Locations below). 4 U Lawn and Landscape, LLC was awarded this contract because they met all the qualifications in the RFQ packet and they were the lowest bidder for the Alternate Locations in the RFQ. Their performance over the past year has been satisfactory and they have been responsive to feedback. For these reasons the contract is eligible for renewal.

Alternate Mowing and Trimming Locations:
4th Street & Dunn Street Parking Lot
6th Street & Lincoln Street
7th Street & Morton Street
College Mall Road & Moores Pike (NE Corner)
Dodds Street Triangle Median Islands (2)
Kirkwood Avenue & North Adams Street (SW corner)
McDoel Gardens
Patterson Drive
Polly Grimshaw Trail
South Sare Road and East Rhorer Road, NE corner
South Sare Road Medians (6)
South Sare Road (Eastside Wall)
South Sare Road (West Side Hill)
SR 46 Median Islands
West 8th Street, Adams Street, & Vernal Pike
Winslow Road, Rogers Road, High Street Roundabout

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, Urban Greenspace Manager

January 2025

**RENEWAL AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND 4 U LAWN & LANDSCAPE, LLC**

WHEREAS, the City of Bloomington Department of Parks and Recreation (“Department”) and 4 U Lawn & Landscape, LLC (“Contractor”) entered into that certain *Agreement Between City of Bloomington Parks and Recreation Department and 4 U Lawn & Landscape, LLC for Mowing and Trimming Services at Alternate Locations* (“Contractor”) (“Agreement”), attached hereto as Exhibit A, on or about February 27, 2024;

WHEREAS, Article 1 of the Agreement provides the option for the parties to renew the Agreement for up to three one-year terms under the exact conditions outlined in the original Agreement;

WHEREAS, The original Agreement expired on December 31, 2024;

WHEREAS, The Department and Contractor both wish to renew the Agreement, and acknowledge that if they so choose, they may renew this Agreement up to two more times under Article 1.

NOW, THEREFORE, the Department and the Contractor agree as follows:

1. The Agreement, attached hereto as Exhibit A and incorporated by reference, is hereby renewed pursuant to Article 1. The terms and conditions of the Agreement shall remain unmodified with the exception that the termination date of the Agreement under Article 1 shall be renewed through and including December 31, 2025.
2. Article 29 is amended to reflect the 2025 Living Wage, which is \$16.22 per hour, up to \$2.43 of which may be offered in the form of health insurance. Contractor certifies that their employees earn at least the Living Wage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the last date indicated on the signature lines below.

CITY OF BLOOMINGTON

4 U LAWN & LANDSCAPE, LLC.

Margie Rice, Corporation Counsel DATE

Chris Underwood, Owner DATE

Tim Street, Director DATE
Parks and Recreation Department

Kathleen Mills, President, DATE
Board of Park Commissioners

EXHIBIT A



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel
FROM: Tim Street, Director
DATE: February 27, 2024
RE: 2024 CONTRACTUAL MOWING OF ALTERNATE LOCATIONS

Contract Recipient/Vendor Name:	4 U Lawn and Landscape, LLC
Department Head Initials of Approval:	TS
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Division Director: Tim Street
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-138
Due Date For Signature:	Friday Before Park Board Meeting: 2/23/2024
Expiration Date of Contract:	12/31/2024
Renewal Date for Contract:	1/1/2025
Total Dollar Amount of Contract:	\$23,085.00
Funding Source:	200-18-289500-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	18036
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	YES
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	YES

Summary of Contract

This contract is for mowing and trimming services in 2024 at sixteen Bloomington Parks and Recreation managed properties (Alternate Locations). 4 U Lawn and Landscape, LLC was awarded this contract because they met all the qualifications in the RFQ packet and they were the lowest bidder for the Primary Locations in the RFQ.

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
4 U LAWN AND LANDSCAPE, LLC
FOR
CONTRACTUAL MOWING SERVICES AT ALTERNATE LOCATIONS**

This Agreement, entered into on this 27th day of February 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and 4 U LAWN AND LANDSCAPE, 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, 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 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 Twenty Three Thousand Eighty Five Dollars and Zero Cents (\$23,085.00). 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 North Morton Street, 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.

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	4 U Lawn and Landscape, LLC
Attn: Joanna Sparks	Attn: Chris Underwood
401 North Morton Street, Suite #250	6372 E. Cox Drive
Bloomington, In 47402	Bloomington, IN 47408

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

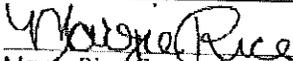
This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement.

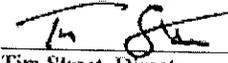
Article 29. Living Wage Ordinance. Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, 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 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.

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

CITY OF BLOOMINGTON


Margie Rice, Corporation Counsel


Tim Street, Director
Parks and Recreation Department


Kathleen Mills, President,
Board of Park Commissioners

4 U Lawn and Landscape, LLC


Chris Underwood, Owner

EXHIBIT A

"Scope of Work"

The Services shall include the following:

Alternate Mowing and Trimming Locations:

4th Street & Dunn Street Parking Lot
6th Street & Lincoln Street
7th Street & Morton Street
College Mall Road & Moores Pike (NE Corner)
Dodds Street Triangle Median Islands (2)
Kirkwood Avenue & North Adams Street (SW corner)
McDoel Gardens
Patterson Drive
Polly Grimshaw Trail
South Sare Road and East Rhorer Road, NE corner
South Sare Road Medians (6)
South Sare Road (Eastside Wall)
South Sare Road (West Side Hill)
SR 46 Median Islands
West 8th Street, Adams Street, & Vernal Pike
Winslow Road, Rogers Road, High Street Roundabout

Standard of Care:

A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and woody debris (i.e., tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall immediately be collected and disposed of properly by the Contractor. All litter and woody debris collected in regard to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.
2. Typically, the amount of litter and woody debris is minimal, and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the Urban Greenspace Manager or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extent (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement is in question, the Urban Greenspace Manager or their designee will make the final determination.
4. Grass shall be cut to a height of three (3") to five (5") inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All fences (chain link, wood, etc.) require complete removal of vegetation from beneath the fence line. *(Note: herbicide usage by the Contractor is prohibited (see #1.5).*

7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed immediately by the Contractor.
9. Contractor's equipment shall not be permitted in any landscaped/mulched beds or any non-turf areas of any type. This includes traversing the beds/areas while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be mechanically edged to remove any overgrowth of turf and/or weeds. *Note: herbicide usage by the Contractor is prohibited (see #15).* Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on park activities. **Parking lot curbs and street edges are expected to be maintained regularly.**
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on slopes or areas where damage to the turf might result. Work in these areas shall be rescheduled when dry conditions permit or be string-trimmed to prevent damage to the turf.
13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it and is not permitted.
14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.
15. No use of herbicides around playgrounds, swimming pools, shelters, or dog park enclosures will be permitted. *Requests to utilize herbicide in any other areas must be submitted in writing to the Urban Greenspace Manager or their designee and require a minimum of two weeks for review.* See Section 6 - the Bloomington Parks and Recreation Department IPM Plan for more information.
16. If the Contractor notices any vandalism or damage of any kind to turf, trees, bushes, or any amenity located in the park area or within the extent of any contractually mowed area, they shall be reported to the Urban Greenspace Manager or their designee, as soon as possible.
17. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the Urban Greenspace Manager, Urban Forester, or their designee.
18. Extreme caution is to be used when mowing and trimming around trees. Mower decks are to remain at least twelve (12") inches from the base of all trees. See Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.

B. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools, and equipment in connection with the contracted work. The Contractor shall provide sufficient operators and equipment to ensure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupational Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc., shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the Urban Greenspace Manager, or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

C. Personnel

The Contractor's personnel shall, at all times, present a neat appearance and perform all mowing services in a safe manner and with courtesy to the recreating public. The Urban Greenspace Manager or their designee and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees to perform the work specified in this Agreement. The Contractor shall assume sole responsibility for their employees' performance and address any concerns promptly and to the satisfaction of the Urban Greenspace Manager or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the Urban Greenspace Manager or their designee may issue directives and who shall accept and act upon such directives. It is the Contractor's responsibility to provide the Urban Greenspace Manager with current contact information for the person in charge of its work.

D. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50') feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws, and ordinances shall be strictly observed. The Urban Greenspace Manager or their designee will require the Contractor to immediately discontinue all hazardous work practices upon verbal or written notice.

It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

E. Default for Unacceptable Conditions

Should an inspection by the Urban Greenspace Manager or their designee reveal that the Contractor's work results in any unacceptable maintenance condition:

1. The Urban Greenspace Manager or their designee, at the time of the first incident, shall call a meeting with the Contractor to review the concern.
2. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.

3. A third unacceptable condition or a violation of the terms and conditions of the Agreement may result in termination of the Agreement.

In the event the City of Bloomington has to take action to correct an unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense or reimburse the City for the cost of the repairs or replacement.

Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Each instance of damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars (\$75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be paid in full in one of two ways: by reduction in the monthly contractual payment or payment to the Tree Fund. At the Contractor's request, the Urban Greenspace Manager will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor, Urban Greenspace Manager, and the Urban Forester would determine and document any damage that already exists prior to the Contractor beginning work.

EXHIBIT B

"Project Schedule"

1. The time period for these services shall begin on or about April 1, 2024 and terminate on or about November 1, 2024.
2. Work performed by the Contractor shall involve approximately twenty-seven (27) weekly mowing cycles and approximately seven (7) monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the Urban Greenspace Manager or their designee. Typically, they will be every seven (7) to ten (10) days, depending on weather conditions.
4. No guaranteed minimum or maximum number of mowing cycles is either stated or implied. At their discretion, the Urban Greenspace Manager or their designee, reserve the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.
5. The Contractor shall communicate with the Urban Greenspace Manager or their designee regarding hours, schedules, and any other conditions affecting the performance of the work.
6. The Contractor may perform the work at any time or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
7. The Urban Greenspace Manager or their designee may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least 24 hours prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

AFFIDAVIT

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

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

[Signature]
Signature
C. W. [unclear] [unclear]
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared C. W. [unclear] [unclear] and acknowledged the execution of the foregoing this 14th day of March, 2024.

[Signature] My Commission Expires: 04/14/2028
Notary Public's Signature

AMANDA FEUQUAY County of Residence: MONROE
Printed Name of Notary Public

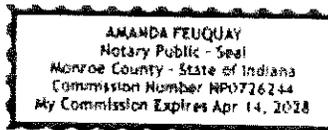


EXHIBIT D

STATE OF INDIANA)
) SS:
COUNTY OF MARSH)

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 14 day of MARCH, 2024.

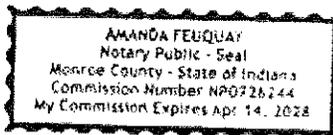
By: [Signature]
Signature
CHRISTOPHER W. BRADSHAW
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MARSH)

Before me, a Notary Public in and for said County and State, personally appeared CHRISTOPHER BRADSHAW and acknowledged the execution of the foregoing this 14 day of MARCH, 2024.

Amanda Fequary My Commission Expires: 4/14/2028
Notary Public's Signature

Amanda Fequary County of Residence: MARSH
Printed Name of Notary Public



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. 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.

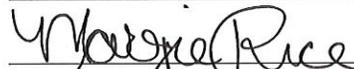
Article 29. Living Wage Ordinance. Contractors that are considered “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, 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 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.

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

CITY OF BLOOMINGTON

4 U Lawn and Landscape, LLC



Margie Rice, Corporation Counsel

Chris Underwood, Owner



Tim Street, Director
Parks and Recreation Department



Kathleen Mills, President,
Board of Park Commissioners

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	4 U Lawn and Landscape, LLC
Attn: Joanna Sparks	Attn: Chris Underwood
401 North Morton Street, Suite #250	6372 E. Cox Drive
Bloomington, In 47402	Bloomington, IN 47408

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

C-10 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: January 30, 2025
**SUBJECT: ADDENDUM TO CONTRACT WITH GREEN DRAGON LAWCARE, INC.
FOR CONTRACT MOWING SERVICES IN 2025**

Recommendation

Staff recommends approval of this contract addendum with Green Dragon Lawncare, INC. for contractual mowing and trimming services at twenty (20) primary locations during 2025. Funding source: 200-18-189500-53990. Amount not to exceed \$108,405.00

Background

This contract addendum is for mowing and trimming services in 2025 at twenty (20) Bloomington Parks and Recreation properties (see list of Primary Locations below). Green Dragon Lawncare was awarded this contract in 2024 because they met all the qualifications in the RFQ packet and they were the lowest bidder for the Primary Locations in the RFQ. Also, their performance over the past ten years has been satisfactory and they have been responsive to feedback. For these reasons the contract is eligible for renewal.

Primary Mowing and Trimming Locations:

Banneker Community Center
Building Trades Park
Crestmont Park
Ferguson Dog Park
Frank Southern Ice Arena
Highland Village Park
Latimer Woods
Miller-Showers Park
Mills Pool
Park Ridge East Park
Park Ridge Park
Peoples Park
RCA Community Park
Rev. Ernest D. Butler Park
Schmalz Farm Park
Seminary Park
Southeast Park
Waldron, Hill, & Buskirk Park (includes BPD & AJB)
Winslow Sports Complex
Winslow Woods Park

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, Urban Greenspace Manager

January 2025

**RENEWAL AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND GREEN DRAGON LAWCARE**

WHEREAS, the City of Bloomington Department of Parks and Recreation (“Department”) and Green Dragon Lawncare (“Contractor”) entered into that certain *Agreement Between City of Bloomington Parks and Recreation Department and Green Dragon Lawncare for Mowing and Trimming Services at Primary Locations* (“Contractor”) (“Agreement”), attached hereto as Exhibit A, on or about February 27, 2024;

WHEREAS, Article 1 of the Agreement provides the option for the parties to renew the Agreement for up to three one-year terms under the exact conditions outlined in the original Agreement;

WHEREAS, The original Agreement expired on December 31, 2024; and

WHEREAS, The Department and Contractor both wish to renew the Agreement, and acknowledge that if they so choose, they may renew this Agreement up to two more times under Article 1.

NOW, THEREFORE, the Department and the Contractor agree as follows:

1. The Agreement, attached hereto as Exhibit A and incorporated by reference, is renewed pursuant to Article 1. The terms and conditions of the Agreement shall remain unmodified with the exception that the termination date of the Agreement under Article 1 shall be renewed through and including December 31, 2025.
2. Article 29 is amended to reflect the 2025 Living Wage, which is \$16.22 per hour, up to \$2.43 of which may be offered in the form of health insurance. Contractor certifies that their employees earn at least the Living Wage.

IN WITNESS WHEREOF, the Parties have effectuated this Agreement by executing it on the day and year last written below.

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel DATE

Tim Street, Director DATE
Parks and Recreation Department

Kathleen Mills, President, DATE
Board of Park Commissioners

Green Dragon Lawncare, INC.

Brian Obery, Owner DATE



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel
FROM: Tim Street, Director
DATE: February 27, 2024
RE: GREEN DRAGON LAWNCARE 2024 CONTRACTUAL MOWING OF PRIMARY LOCATIONS

Contract Recipient/Vendor Name:	Green Dragon Lawncare
Department Head Initials of Approval:	TS
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Division Director: Tim Street
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-115
Due Date For Signature:	Friday Before Park Board Meeting: 2/23/2024
Expiration Date of Contract:	12/31/2024
Renewal Date for Contract:	1/1/2025
Total Dollar Amount of Contract:	\$108,405.00
Funding Source:	200-18-289500-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	5187
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in, \$10,000+)</i>	YES
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	YES

Summary of Contract:

This contract is for mowing and trimming services in 2024 at twenty Bloomington Parks and Recreation properties (Primary Locations). Green Dragon Lawncare was awarded this contract because they met all the qualifications in the RFQ packet and they were the lowest bidder for the Primary Locations in the RFQ. Also, their performance over the past nine years has been satisfactory and they are very responsive to feedback.

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
GREEN DRAGON LAWN CARE, LLC
FOR
CONTRACTUAL MOWING SERVICES AT PRIMARY LOCATIONS**

This Agreement, entered into on this _____ day of _____ 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and GREEN DRAGON LAWN CARE, 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 December 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 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 One Hundred Eight Thousand Four Hundred Five Dollars and Zero Cents (\$108,405.00). 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 North Morton Street, 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.

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	Green Dragon Lawncare, INC.
Attn: Joanna Sparks	Attn: Brian Obery
401 North Morton Street, Suite #250	PO Box 296
Bloomington, In 47402	Clear Creek, IN 47426

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

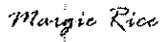
Article 28. Option for Renewal

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.

Article 29. 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 \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, 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 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.

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

CITY OF BLOOMINGTON


MARGIE RICE 191002413
Margie Rice, Corporation Counsel


Tim Street, Director
Parks and Recreation Department


Kathleen Mills, President,
Board of Park Commissioners

Green Dragon Lawncare, INC.

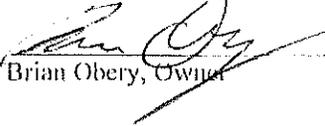

Brian Obery, Owner

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Primary Mowing and Trimming Locations:

Banneker Community Center
Building and Trades Park
Crestmont Park
Ferguson Dog Park
Frank Southern Ice Arena
Highland Village Park
Latimer Woods
Miller-Showers Park
Mills Pool
Park Ridge East Park
Park Ridge Park
Peoples Park
RCA Community Park
Rev. Ernest D. Butler Park
Schmalz Farm Park
Seminary Park
Southeast Park
Waldron, Hill, & Buskirk Park (includes BPD & AJB)
Winslow Sports Complex
Winslow Woods Park

Standard of Care:

A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and woody debris (i.e., tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall immediately be collected and disposed of properly by the Contractor. All litter and woody debris collected in regard to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.
2. Typically, the amount of litter and woody debris is minimal, and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the Urban Greenspace Manager or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extent (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement is in question, the Urban Greenspace Manager or their designee will make the final determination.
4. Grass shall be cut to a height of three (3”) to five (5”) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.

5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All fences (chain link, wood, etc.) require complete removal of vegetation from beneath the fence line. *(Note: herbicide usage by the Contractor is prohibited (see #15).*
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed immediately by the Contractor.
9. Contractor's equipment shall not be permitted in any landscaped/mulched beds or any non-turf areas of any type. This includes traversing the beds/areas while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be mechanically edged to remove any overgrowth of turf and/or weeds. *Note: herbicide usage by the Contractor is prohibited (see #15).* Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on park activities. **Parking lot curbs and street edges are expected to be maintained regularly.**
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on slopes or areas where damage to the turf might result. Work in these areas shall be rescheduled when dry conditions permit or be string-trimmed to prevent damage to the turf.
13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it and is not permitted.
14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.
15. No use of herbicides around playgrounds, swimming pools, shelters, or dog park enclosures will be permitted. *Requests to utilize herbicide in any other areas must be submitted in writing to the Urban Greenspace Manager or their designee and require a minimum of two weeks for review.* See Section 6 - the Bloomington Parks and Recreation Department IPM Plan for more information.
16. If the Contractor notices any vandalism or damage of any kind to turf, trees, bushes, or any amenity located in the park area or within the extent of any contractually mowed area, they shall be reported to the Urban Greenspace Manager or their designee, as soon as possible.
17. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the Urban Greenspace Manager, Urban Forester, or their designee.
18. Extreme caution is to be used when mowing and trimming around trees. Mower decks are to remain at least twelve (12") inches from the base of all trees. See Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.

B. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools, and equipment in connection with the contracted work. The Contractor shall provide sufficient operators and equipment to ensure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupational Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc., shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the Urban Greenspace Manager, or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

C. Personnel

The Contractor's personnel shall, at all times, present a neat appearance and perform all mowing services in a safe manner and with courtesy to the recreating public. The Urban Greenspace Manager or their designee and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees to perform the work specified in this Agreement. The Contractor shall assume sole responsibility for their employees' performance and address any concerns promptly and to the satisfaction of the Urban Greenspace Manager or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the Urban Greenspace Manager or their designee may issue directives and who shall accept and act upon such directives. It is the Contractor's responsibility to provide the Urban Greenspace Manager with current contact information for the person in charge of its work.

D. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50') feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws, and ordinances shall be strictly observed. The Urban Greenspace Manager or their designee will require the Contractor to immediately discontinue all hazardous work practices upon verbal or written notice.

It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

E. Default for Unacceptable Conditions

Should an inspection by the Urban Greenspace Manager or their designee reveal that the Contractor's work results in any unacceptable maintenance condition:

1. The Urban Greenspace Manager or their designee, at the time of the first incident, shall call a meeting with the Contractor to review the concern.
2. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.
3. A third unacceptable condition or a violation of the terms and conditions of the Agreement may result in termination of the Agreement.

In the event the City of Bloomington has to take action to correct an unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense or reimburse the City for the cost of the repairs or replacement.

Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Each instance of damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars (\$75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be paid in full in one of two ways: by reduction in the monthly contractual payment or payment to the Tree Fund. At the Contractor's request, the Urban Greenspace Manager will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor, Urban Greenspace Manager, and the Urban Forester would determine and document any damage that already exists prior to the Contractor beginning work.

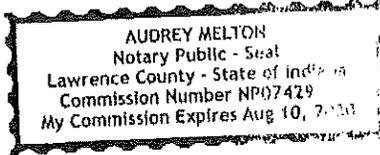
EXHIBIT B

“Project Schedule”

1. The time period for these services shall begin on or about April 1, 2024 and terminate on or about November 1, 2024.
2. Work performed by the Contractor shall involve *approximately* twenty-seven (27) weekly mowing cycles and *approximately* seven (7) monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the Urban Greenspace Manager or their designee. Typically, they will be every seven (7) to ten (10) days, depending on weather conditions.
4. No guaranteed minimum or maximum number of mowing cycles is either stated or implied. At their discretion, the Urban Greenspace Manager or their designee, reserve the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.
5. The Contractor shall communicate with the Urban Greenspace Manager or their designee regarding hours, schedules, and any other conditions affecting the performance of the work.
6. The Contractor may perform the work at any time or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
7. The Urban Greenspace Manager or their designee may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least 24 hours prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)



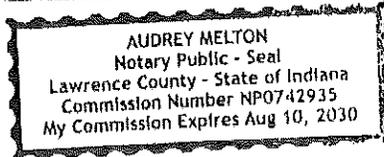
AFFIDAVIT

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

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

Brian Obery
Signature
BRIAN OBERY
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

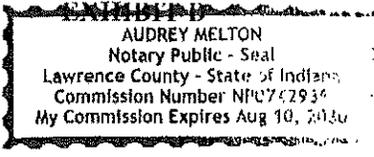


Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 31 day of January, 2024.

Audrey Melton
Notary Public's Signature
My Commission Expires: Aug. 10/2030

Audrey Melton
Printed Name of Notary Public
County of Residence: Lawrence

STATE OF Indiana)
) SS:
COUNTY OF Monroe)



NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 31 day of JANUARY, 2024.

Contractor

By: BRIAN OBERY
GREEN DRAGON LAWN CARE

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 31 day of January, 2024.

Audrey Melton
Notary Public's Signature

My Commission Expires: Aug. 10/2030

Audrey Melton
Printed Name of Notary Public

County of Residence: Lawrence

EXHIBIT "E"
AFFIDAVIT THE LIVING WAGE ORDINANCE

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

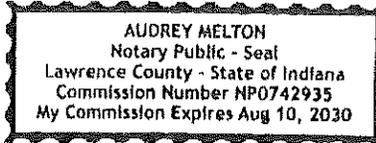
1. The undersigned is the Click here to enter text. of Click here to enter text.
(job title) (company GREEN DRAWN LAW OFFICE name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of 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: Click here to enter text.
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: Click here to enter text.
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.

[Signature]
Signature
Ge

BRIAN OBERY
Printed name

STATE OF INDIANA)
COUNTY OF Monroe) SS:



Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 29 day of February, 2024.

My Commission Expires: Aug. 10, 2030

County of Residence: Lawrence

[Signature]
Notary Public

Audrey Melton
Name Printed

NP0742935
Commission Number

C-11 Agenda item

Admin. Approval: TS
Date: 1/9/25

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: January 30, 2025
SUBJECT: APPROVAL OF QUITCLAIM DEEDS FOR SWITCHYARD PARK

Recommendation

Staff recommends approval of a series of Quitclaim Deeds from both the Board of Public Works (three parcels) and the Redevelopment Commission (two parcels) in order to consolidate ownership of the parcels comprising Switchyard Park under the Board of Park Commissioners.

Background

The land on which Switchyard Park was built was acquired in various ways in the past. Because of these complex acquisitions, Switchyard Park today is comprised of eight parcels owned by the Board of Park Commissioners, Board of Public Works (“City of Bloomington”), and the Redevelopment Commission.

In order to satisfy closeout requirements for the Indiana Department of Environmental Management, the City must record a permanent Environmental Restrictive Covenant on the parcels on which coal ash and cinders were permanently sequestered and capped. However, because the sequestrations are scattered around and sometimes across these parcels, recording this ERC has proven difficult. By consolidating the ownership of these parcels to the Board of Park Commissioners, the Parks Department has worked with Bledsoe, Riggert, Cooper and James to undertake efforts to combine them into one parcel, making the recording of this ERC and future management efforts of the park easier. An exhibit is pasted below showing the location of the parcels. BRCJ has prepared quitclaim deeds for each.

The Board of Public Works is approving quitclaim deeds for parcels shaded in green (2, 4, and 5).

The Redevelopment Commission is approving quitclaim deeds for parcels shaded in orange (3 and 7). There is also a lot line adjustment to Parcel 7, and as such a quitclaim deed for the unshaded parcel directly south of Switchyard Park (running parallel to the B-Line) is included in this packet. While managed by Parks this will not be part of the consolidated Switchyard Park parcel.

The Board of Park Commissioners is approving the acceptance of the parcels above, as well as quitclaim deeds to update ownership of parcels left unshaded (1, 6, and 8) and a new quitclaim deed for the consolidated parcels.

RESPECTFULLY SUBMITTED,



Tim Street, Director

January 2024

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Bloomington, Indiana Board of Park Commissioners, an Indiana Municipal Corporation ("Grantor and Grantee"), RELEASES and QUITCLAIMS to itself for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, in the State of Indiana:

See Attachment A, attached hereto and incorporated herein by reference.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404. The mailing address of the grantee is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404.

IN WITNESS WHEREOF Grantors have executed this Quitclaim Deed this _____ Day of _____, 2025

BLOOMINGTON BOARD OF PARK COMMISSIONERS

By: _____
Print: _____
Attest: _____
Print: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said State and County, personally appeared _____ of the Bloomington Board of Park Commissioners, who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My Commission Expires:

Notary Public

Resident of _____ County Name Printed: _____

Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said State and County, personally appeared _____ of the Bloomington Board of Park

Commissioners, who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My Commission Expires:

Notary Public

Resident of _____ County

Name Printed: _____

Commission Number: _____

I affirm under penalties of perjury that I, Audrey R. Brittingham, have taken reasonable care to redact each Social Security Number in this document, unless required by law.

This instrument prepared by Audrey R. Brittingham, Assistant City Attorney, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402

ATTACHMENT A

Corridor Exception (Country Club to Grimes)

A part of Section 4, Section 5, Section 8 and Section 9 in Township 8 North, Range 1 West in Monroe County, Indiana and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 9; thence NORTH 89 degrees 24 minutes 49 seconds EAST along the South line of said Section 9, a distance of 296.38 feet to a point on the West line of the CSX Railroad Right-of-Way; thence continuing along the South line of said Section 9; thence NORTH 89 degrees 24 minutes 49 seconds EAST, 60.89 feet to a point on the East Right-of-Way of said CSX Railroad; thence along said East Right-of-Way the following four (4) courses, said last point being on a curve having a radius bearing NORTH 80 degrees 48 minutes 42 seconds WEST, 5726.2 feet:

- 1.) thence northerly along said curve through a central angle of 07 degrees 09 minutes 24 seconds, a distance of 715.24 feet;
- 2.) thence NORTH 02 degrees 01 minutes 54 seconds EAST, 350.00 feet to a tangent curve having a radius of 2934.60 feet and a central angle of 14 degrees 06 minutes 02 seconds;
- 3.) thence northerly along said curve 722.20 feet;
- 4.) thence NORTH 12 degrees 04 minutes 41 seconds WEST 236.31 feet to the Point of Beginning; thence continuing NORTH 12 degrees 04 minutes 41 seconds WEST 1280.48 feet; thence NORTH 00 degrees 05 minutes 32 seconds EAST, 1758.86 feet; thence NORTH 01 degrees 13 minutes 04 seconds EAST, 283.69 feet; thence NORTH 00 degrees 11 minutes 24 seconds EAST, 585.00 feet; thence NORTH 20 degrees 16 minutes 29 seconds WEST, 344.56 feet; thence NORTH 00 degrees 11 minutes 38 seconds EAST, 139.43 feet to the South line of Seminary Lot 65; thence along said South line NORTH 89 degrees 35 minutes 49 seconds WEST, 84.90 feet; thence SOUTH 00 degrees 05 minutes 33 seconds WEST, 907.56 feet; thence NORTH 89 degrees 54 minutes 28 seconds WEST, 2.00 feet; thence SOUTH 00 degrees 05 minutes 33 seconds WEST, 144.92 feet; thence NORTH 89 degrees 32 minutes 02 seconds EAST, 23.99 feet; thence SOUTH 01 degrees 56 minutes 27 seconds WEST, 221.43 feet; thence NORTH 88 degrees 40 minutes 33 seconds WEST, 6.99 feet; thence SOUTH 01 degrees 05 minutes 49 seconds WEST, 579.87 feet; thence SOUTH 88 degrees 14 minutes 24 seconds EAST, 6.91 feet; thence SOUTH 01 degree 06 minutes 12 seconds WEST, 225.47 feet; thence NORTH 88 degrees 16 minutes 03 seconds WEST, 12.09 feet to a point on a curve, the radius of which bears SOUTH 88 degrees 49 minutes 08 seconds EAST, 2835.44 feet; thence southerly through a central angle of 17 degrees 19 minutes 53 seconds along said curve, 857.69 feet; thence SOUTH 12 degrees 04 minutes 22 seconds EAST, 1462.20 feet; thence NORTH 77 degrees 51 minutes 15 seconds EAST 59.98 feet to the Point of Beginning containing 14.12 acres.

Tax ID: 53-08-04-300-095.000-009; 53-08-09-300-036.000-009

The address of the real estate described herein is 245 W Grimes Ln, Bloomington, Indiana 47401; and W. Hillside Dr., Bloomington, Indiana 47401.

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Bloomington, Indiana Board of Park Commissioners, an Indiana Municipal Corporation ("Grantor and Grantee"), RELEASES and QUITCLAIMS to itself for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, in the State of Indiana:

See Attachment A, attached hereto and incorporated herein by reference.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404. The mailing address of the grantee is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404.

IN WITNESS WHEREOF Grantors have executed this Quitclaim Deed this _____ Day of _____, 2025.

BLOOMINGTON BOARD OF PARK COMMISSIONERS

By: _____

Print: _____

Attest: _____

Print: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said State and County, personally appeared _____, _____ of the Bloomington Board of Park Commissioners, who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My Commission Expires:

_____, Notary Public

Resident of _____ County Name Printed: _____

Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said State and County, personally appeared _____, _____ of the Bloomington Board of Park

Commissioners, who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My Commission Expires:

Notary Public

Resident of _____ County

Name Printed: _____

Commission Number: _____

I affirm under penalties of perjury that I, Audrey R. Brittingham, have taken reasonable care to redact each Social Security Number in this document, unless required by law.

This instrument prepared by Audrey R. Brittingham, Assistant City Attorney, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402

ATTACHMENT A

Lot 1 of Park Place Subdivision as recorded in Plat Cabinet "D", Envelope 165 in the Office of the Recorder of Monroe County, Indiana, containing 5.39 acres more or less.

Tax ID: 53-08-08-100-014.000-009

The address of the real estate described herein is 1611 S Rogers St. Bloomington, IN 47403

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Bloomington, Indiana Board of Park Commissioners, an Indiana Municipal Corporation ("Grantor and Grantee"), RELEASES and QUITCLAIMS to itself for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, in the State of Indiana:

See Attachment A, attached hereto and incorporated herein by reference.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404. The mailing address of the grantee is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404.

IN WITNESS WHEREOF Grantors have executed this Quitclaim Deed this _____ Day of _____, 2025.

BLOOMINGTON BOARD OF PARK COMMISSIONERS

By: _____

Print: _____

Attest: _____

Print: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said State and County, personally appeared _____, _____ of the Bloomington Board of Park Commissioners, who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My Commission Expires:

_____, Notary Public

Resident of _____ County Name Printed: _____

Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said State and County, personally appeared _____, _____ of the Bloomington Board of Park

Commissioners, who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My Commission Expires:

Notary Public

Resident of _____ County

Name Printed: _____

Commission Number: _____

I affirm under penalties of perjury that I, Audrey R. Brittingham, have taken reasonable care to redact each Social Security Number in this document, unless required by law.

This instrument prepared by Audrey R. Brittingham, Assistant City Attorney, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402

ATTACHMENT A

Overall 4225 Description

Parcel 1

Lot 1 of Park Place Subdivision as recorded in Plat Cabinet "D", Envelope 165 in the Office of the Recorder of Monroe County, Indiana.

Parcel 2

A part of the Southwest Quarter of Section 9 and a part of the Southeast Quarter of Section 8 and a part of the Southwest Quarter of Section 4 and a part of the Southeast Quarter of Section 5 all in Township 8 North, Range 1 West Monroe County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Section 9; thence NORTH 89 degrees 24 minutes

49 seconds EAST along the South line of said Section 9 a distance of 196.47 feet to the West

Right-of-Way of the Indiana Railroad; thence along said West Right-of-Way NORTH 9 degrees 33 minutes 47 seconds EAST 8.95 feet to a curve to the left having a radius of 5691.86 feet and a chord bearing NORTH 00 degrees 24 minutes 43 seconds WEST 1971.85 feet; thence Northerly along said curve 1981.85 feet to the Point of Beginning. Thence continuing 154.14 feet along said curve having a radius of 5691.86 feet and a chord bearing of NORTH 11 degrees 09 minutes 46 seconds WEST 154.14 feet; thence NORTH 11 degrees 56 minutes 19 seconds WEST 1277.59 feet to a curve to the left having a radius of 2808.41 feet and a chord bearing NORTH 20 degrees 38 minutes 27 seconds WEST 849.83 feet; thence Northwesterly along said curve 853.11 feet; thence NORTH 29 degrees 20 minutes 35 seconds WEST 565.07 feet to a curve to the left having a radius of 428.30 and a chord bearing NORTH 40 degrees 28 minutes 45 seconds WEST 165.44 feet; thence Northwesterly along said curve 166.49 feet to a point on the East Right-of-Way of Rogers Street; thence along said East Right-of-Way NORTH 00 degrees 07 minutes 51 seconds WEST 263.87 feet; thence along the Easterly Right-of-Way of the Indiana Railroad the following (6) courses (1) SOUTH 29 degrees 28 minutes 54 seconds EAST 209.20 feet; (2) thence SOUTH 60 degrees 31 minutes 06 seconds WEST 15.00 feet; (3) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 500.00 feet; (4) thence NORTH 60 degrees 31 minutes 06 seconds EAST 15.00 feet; (5) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 183.70 feet; (6) thence SOUTH 88 degrees 16 minutes 03 seconds EAST 218.90 feet to the West Right-of-Way of the CSX Railroad; thence along said West Right-of-Way the following Nine (9) courses:

1. NORTH 01 degrees 06 minutes 12 seconds EAST 225.47 feet;
2. NORTH 88 degrees 14 minutes 24 seconds WEST 6.91 feet;
3. NORTH 01 degrees 05 minutes 49 seconds EAST 579.87 feet;
4. SOUTH 88 degrees 40 minutes 33 seconds EAST 6.99 feet;
5. NORTH 01 degrees 56 minutes 27 seconds EAST 221.43 feet;
6. SOUTH 89 degrees 32 minutes 02 seconds WEST 23.99 feet;
7. NORTH 00 degrees 05 minutes 33 seconds EAST 144.92 feet;
8. SOUTH 89 degrees 54 minutes 28 seconds EAST 2.00 feet;
9. NORTH 00 degrees 05 minutes 33 seconds EAST 907.56 feet;

to the South line of Seminary Lot 65; thence along said South line SOUTH 89 degrees 35 minutes 49 seconds EAST, 84.90 feet; thence SOUTH 00 degrees 11 minutes 38 seconds WEST, 139.43 feet; thence SOUTH 20 degrees 16 minutes 29 seconds EAST, 344.56 feet; thence SOUTH 00 degrees 11 minutes 24 seconds WEST, 585.00 feet to the North line of said Section 9; thence along said North line NORTH 88 degrees 31 minutes 16 seconds EAST 91.59 feet to the West line of Railroad Park; thence along said West line SOUTH 00 degrees 55 minutes 18 seconds EAST, 223.00 feet to the Northwest corner of Lot 21 in said Railroad Park; thence along said North line NORTH 89 degrees 08 minutes 56 seconds EAST, 132.00 feet to the Northeast corner of Lot 21; thence SOUTH 00 degrees 51 minutes 04 seconds EAST 342.00 feet to the South line of Railroad Park; thence along said South line NORTH 89 degrees 08 minutes 56 seconds EAST, 303.00 feet; thence SOUTH 00 degree 51 minutes 04 seconds EAST 66.00 feet; thence NORTH 89 degrees 08 minutes 56 seconds EAST 147.01 feet to the West Right-of-Way of

Walnut Street; thence along said West Right-of-Way SOUTH 00 degrees 16 minutes 07 seconds WEST 49.34 feet; thence SOUTH 80 degrees 50 minutes 13 seconds WEST 88.99 feet; thence SOUTH 16 degrees 01 minutes 58 seconds WEST 111.97 feet to a point on the North Right-of-Way of a CSX Railroad spur line, said point being on a curve, the radius of which bears NORTH 12 degrees 50 minutes 43 seconds EAST 693.93 feet; thence Southeasterly on a curve to the left along said Right-of-Way through a central angle of 12 degrees 23 minutes 21 seconds along said curve 150.05 feet to the West Right-of-Way of Walnut Street; thence along said West Right-of-Way SOUTH 12 degrees 21 minutes 05 seconds EAST 239.00 feet; thence SOUTH 85 degrees 27 minutes 15 seconds WEST 266.25 feet; thence SOUTH 35 degrees 45 minutes 48 seconds WEST 147.33 feet; thence SOUTH 01 degrees 46 minutes 45 seconds EAST 140.81 feet; thence NORTH 89 degrees 21 minutes 29 seconds EAST 50.00 feet; thence SOUTH 03 degrees 08 minutes 01 seconds WEST 1952.16 feet; thence SOUTH 77 degrees 51 minutes 15 seconds WEST 250.19 feet to the Point of Beginning containing 49.48 acres, more or less.

C-12 Agenda item

Admin. Approval: TS
Date: 1/15/25

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: January 23, 2025
SUBJECT: APPROVAL OF AGREEMENT WITH B&L SHEET METAL FOR BCT ROOF DUCTWOORK REPAIRS

Recommendation

Staff recommends approval of a contract with B&L Sheet Metal and Roofing, Inc. for ductwork repairs and energy efficiency improvements on the roof of the Buskirk-Chumley Theater.

Amount: \$97,450

Source: 2209-04-040000-53960

Background

During a recent roof inspection, issues with the ductwork on the roof of the Buskirk-Chumley Theater were noted – the insulation and sealing of the ductwork was failing in places, leading to water penetration and poor energy efficiency performance. Quotes were solicited and B&L was the only responsive vendor.

The funds provided are from money reserved for energy efficiency improvements to City facilities and are provided through the Economic and Sustainable Development Department.

RESPECTFULLY SUBMITTED,



Tim Street, Director

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
B&L SHEET METAL AND ROOFING, INC.
FOR
BUSKIRK-CHUMLEY THEATER ROOF DUCTWORK REPAIRS**

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 B&L Sheet Metal and Roofing, Inc.

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 March 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 Tim Street, 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 Ninety Seven Thousand Four Hundred Fifty Dollars (\$97,450.00). 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:

Tim Street
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.
- 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	B&L Sheet Metal and Roofing, Inc.
Attn: Tim Street	Attn: Adam Holden
401 N Morton St., Suite 250	1301 North Monroe St
Bloomington, IN 47404	Bloomington, IN 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

Article 28. 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.

If Contractor is determined to be a covered employer under the LWO, 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.

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

CITY OF BLOOMINGTON

B&L SHEET METAL & ROOFING, INC.

Margie Rice, Corporation Counsel DATE

Signature DATE

Tim Street, Director DATE
Parks and Recreation Department

Name, Title

Kathleen Mills, President, DATE
Board of Park Commissioners

EXHIBIT A

“Scope of Work”



1301 N. Monroe St., Bloomington, IN 47404 | Phone: 812-332-4309 Fax: 812-332-8124

www.tectaamerica.com

-Estimate-

December 30, 2024

City of Bloomington Parks & Recreation

Project: Buskirk-Chumley Theater Roof Ductwork & Membrane Repairs

Scope of Work:

- Setup safety protocols
- Supply and install (4-5) roof anchors for fall protection and future use
- Remove insulation and covering over all roof mounted duct work
- Supply and install 2" ISO insulation to all sides
- Supply and install .060 EPDM membrane and flashing to fully encapsulate and weatherproof duct work
- Supply and install sacrificial sheet of .060 TPO membrane under designated solar panel locations for additional protection (per diagram provided)
- Haul off and dispose of old materials
- Provide dumpster & roof mounted debris shoot (access to southside alley for dumpster against the building will be required)
- Provide crane for uploading and downloading materials & equipment
- Provide 2 year contractor warranty

Total Cost: \$97,450

***NOTE: 2,000 square feet of sacrificial membrane has been included based upon assumptions made of the solar diagram provided. Bid also assumes this work would be completed at the same time as the ductwork insulation.

EXHIBIT B

“Project Schedule”

All work to be completed by March 30, 2025.

C-13 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Hsiung Marler, Recreation Facilities General Manager
DATE: January 30, 2025
SUBJECT: APPROVAL OF ADDENDUM WITH GREEN DRAGON FOR SWITCHYARD PARK MOWING

Recommendation

Staff recommends approval for an addendum to the original 2022 agreement to extend the scope of the agreement through the end of 2025. This arrangement is financially beneficial for Parks.

Funding Source: 2204-18-189006-53610

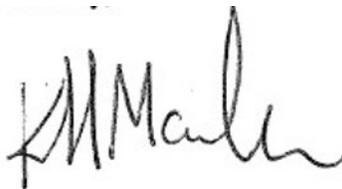
Background

In March of 2022 Parks entered into an agreement with Green Dragon Lawn Care to mow specified areas of Switchyard Park through the end of 2022. The total area to be mowed per cycle is approximately 15.6 acres. The price schedule called for a rate of \$990 per cycle for approximately 26-30 cycles with a not to exceed amount of \$27,720.

This agreement was extended in 2023 and 2024. Green Dragon Lawn Care has agreed to continue the original 2022 pricing for the same scope of work for the 2025 mowing season.

Staff is quite satisfied with the work done by Green Dragon.

RESPECTFULLY SUBMITTED,



Hsiung Marler, Recreation Facilities General Manager

**CONTRACT RENEWAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND GREEN DRAGON LAWN CARE**

The City of Bloomington Department of Parks and Recreation (“Department”) and GREEN DRAGON LAWN CARE (“Contractor”) wish to enter into this *Renewal Agreement Between the City Of Bloomington Parks And Recreation Department and GREEN DRAGON LAWN CARE* (“Renewal Agreement”), and in support state:

- A. The Department and Contractor entered into their *Agreement Between the City of Bloomington Parks and Recreation Department and GREEN DRAGON LAWN CARE* (“Agreement”) on or about March 22, 2022, attached as Attachment A;
- B. The Agreement was renewed twice already, the most recent of which expired on December 31, 2024;
- C. The Department and Contractor both wish to renew the Agreement for a final term.

NOW, THEREFORE, intending to be bound, the Department and the Contractor agree as follows:

The Agreement, included as Attachment A and incorporated into this Renewal Agreement by reference, is hereby renewed. This is the 3rd and final renewal of the Agreement. The terms and conditions of the Agreement shall remain unmodified with the exception that the termination date of the Agreement under Article 1 shall be renewed through and including DECEMBER 31, 2025.

The Parties have executed this Renewal Agreement on the last date indicated on the signature lines below.

CITY OF BLOOMINGTON

GREEN DRAGON LAWN CARE

Margie Rice, Corporation Counsel DATE

Signature DATE
Brian Obery, Owner

Tim Street, Director DATE
Parks and Recreation Department

Kathleen Mills, President, DATE
Board of Park Commissioners

**CONTRACT COVER MEMORANDUM**

TO: Beth Cate, Corporation Counsel
FROM: Paula McDevitt, Administrator
DATE:
RE:

Contract Recipient/Vendor Name:	Green Dragon Lawncare Inc.
Department Head Initials of Approval:	PM
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Becky Higgins
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Daniel Dixon
Record Destruction Date: <i>(Legal to fill in)</i>	2033
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	22-103
Due Date For Signature:	Friday Before Park Board Meeting: 3/18/22
Expiration Date of Contract:	12/31/2022
Renewal Date for Contract:	12/31/2022
Total Dollar Amount of Contract:	\$27,720
Funding Source:	200-18-189006-53610 Building Repairs
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	Vendor #5187
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

Agreement with Green Dragon Lawncare for a contract to mow specified areas of Switchyard Park for the 2022 calendar year.

**AGREEMENT BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND GREEN DRAGON LAWN CARE INC.
FOR MOWING AT SWITCHYARD PARK**

This Agreement, entered into on this 22 day of March, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Green Dragon Lawn Care Inc. ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to contract the mowing of Switchyard Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform mowing of approximately 15.6384 acres (the "Services" as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Hsiung Marler as the Department's Project Manager or designee. 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 \$990 per mowing cycle and a total agreement amount of Twenty Seven Thousand and Seven Hundred Twenty dollars (\$27,720.00). Due to the nature of the work there is no guaranteed minimum on the number of mowing cycles per year. 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:

Hsiung Marler
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be

performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Green Dragon Lawn Care Inc.
Attn: Hsiung Marler	ATTN: Brian Obery, President
401 N. Morton, Suite 250	P.O. Box 296
Bloomington, Indiana 47402	Clear Creek, Indiana 47426

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

GREEN DRAGON LAWN CARE, INC



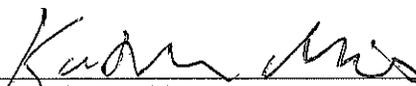
 Beth Cate, Corporation Counsel



 Brian Obery, President



 Paula McDevitt, Director
 Parks and Recreation Department



 Kathleen Mills, President,
 Board of Park Commissioners

City of Bloomington	Green Dragon Lawn Care Inc.
Attn: Hsiung Marler	ATTN: Brian Obery, President
401 N. Morton, Suite 250	P.O. Box 296
Bloomington, Indiana 47402	Clear Creek, Indiana 47426

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

GREEN DRAGON LAWN CARE, INC

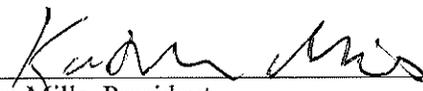


 Beth Cate, Corporation Counsel

 Brian Obery, President



 Paula McDevitt, Director
 Parks and Recreation Department



 Kathleen Mills, President,
 Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

See separate 2022 REQUEST FOR QUOTES, MOWING AND TRIMMING SERVICES FOR SWITCHYARD PARK

EXHIBIT B

“Project Schedule”

See separate 2022 REQUEST FOR QUOTES, MOWING AND TRIMMING SERVICES FOR SWITCHYARD PARK

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

AFFIDAVIT

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

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

[Signature]
Signature
BRIAN OBERY
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 4th day of April, 2022.

[Signature] My Commission Expires: 10/14/29^{HB}
Notary Public's Signature

HANNAH BOOTH County of Residence: MONROE
Printed Name of Notary Public

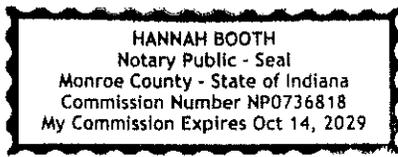


EXHIBIT D

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 4th day of April, 2022.

Green Dragon Lawncare, Inc.

By: [Signature]
Signature
BRIAN OBERY
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

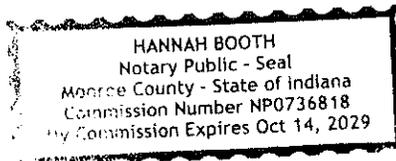
Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 4th day of April, 2022.

[Signature]
Notary Public's Signature

My Commission Expires: 10/14/29

HANNAH BOOTH
Printed Name of Notary Public

County of Residence: Monroe



C-14 Agenda item

Admin. Approval: TS
Date: 1/8/25

TO: Board of Park Commissioners
FROM: Hsiung Marler, Recreation Facilities General Manager
DATE: January 30, 2025
SUBJECT: JERICO REPAIRS TO SWITCHYARD PARK BRIDGE

Recommendation

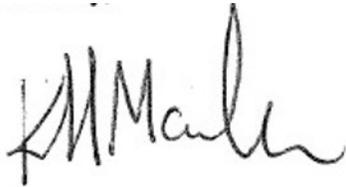
Staff recommends the Park Board approve the contract with Jerico Metal Specialties, LLC to do repair work to the bridge behind the Switchyard Park Main Performance Stage.

The do not exceed amount is \$5,800. Funding Source: 221-18-189006-53990.

Background

The American Foundation for Suicide Prevention was issued a Park Special Use Permit for a charity run/event on October 27, 2025. On the day of the event a trailer being used by the AFSP to bring in equipment struck the side of the bridge. A quote for the repairs was done. Damages were assessed to AFSP. AFSP has since paid the billed amount. Because AFSP is paying for the damages this is a net zero transaction for Parks.

RESPECTFULLY SUBMITTED,



Hsiung Marler, Recreation Facilities General Manager

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
JERICO METAL SPECIALTIES, LLC**

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 JERICO METAL SPECIALTIES, LLC ("Contractor").

Article 1. Scope of Services. Contractor shall repair the aluminum guardrail at Bridge: This includes removal of damaged section, reconnecting top rail to posts, replacing two damaged end bar posts, and installing new (repaired) sections when complete. Specific scopes of work 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 HSIUNG MARLER 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, EIGHT HUNDRED DOLLARS (\$5,800). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: HSIUNG MARLER, 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 COMPLETED BEFORE DECEMBER 31, 2025.

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: HSIUNG MARLER, 401 N. Morton, Bloomington, IN 47404. JERICO METAL SPECIALTIES, LLC, ATTN: AND CONTACT. 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.]

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2023.

CONTRACTOR NAME

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

C-15 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Hsiung Marler, Recreation Facilities General Manager
DATE: January 23, 2025
**SUBJECT: SWITCHYARD PARK PREVENTATIVE MAINTENANCE CONTRACT
EXTENSION – HFI**

Recommendation

Staff recommends approval for an extension addendum to the 2024 preventative maintenance contract with Harrel Fish Inc. This arrangement is financially beneficial for Parks.

There is a do not exceed amount of \$12,703.
Funding Source: 2204-18-189006-53610

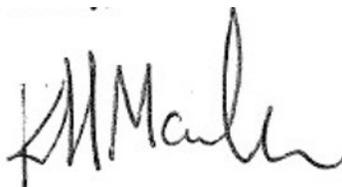
Background

HFI was the original subcontractor that installed the electrical, plumbing, and HVAC systems. In 2022 Parks used a bid process and selected HFI for the first preventative maintenance agreement for Switchyard Park. In March 2024 Parks again used a bid process and selected HFI for the preventative maintenance agreement. This addendum would be an extension to the 2024 agreement. HFI will keep the same pricing for as the 2024 agreement.

The preventative maintenance agreement includes regularly scheduled electrical, plumbing, and HVAC maintenance such as: backflow inspections, grease interceptor inspection, assistance with the startup and shutdown of the spray pad, annual maintenance for the Main Performance Stage building and the Pavilion. Doing so keep systems performing efficiently and safely, as well as extends the life of those systems.

Staff is satisfied with the work done by Harrell Fish Inc.

RESPECTFULLY SUBMITTED,



Hsiung Marler, Recreation Facilities General Manager

**CONTRACT RENEWAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND HARREL FISH INC.**

The City of Bloomington Department of Parks and Recreation (“Department”) and HARREL FISH INC. (“Contractor”) wish to enter into this *Renewal Agreement Between the City Of Bloomington Parks And Recreation Department and HARREL FISH INC.* (“Renewal Agreement”), and in support state:

- A. The Department and Contractor entered into their *Agreement Between the City of Bloomington Parks and Recreation Department and HARREL FISH INC.* (“Agreement”) on or about MARCH 26, 2024, attached as Attachment A;
- B. The Agreement expired on December 31, 2024;
- C. The Department and Contractor both wish to renew the Agreement.

NOW, THEREFORE, intending to be bound, the Department and the Contractor agree as follows:

The Agreement, included as Attachment A and incorporated into this Renewal Agreement by reference, is hereby renewed. This is the 1st renewal of the original contract. The terms and conditions of the Agreement shall remain unmodified with the exception that the termination date of the Agreement under Article 1 shall be renewed through and including December 31, 2025.

The Parties have executed this Agreement on the last date indicated on the signature lines below.

CITY OF BLOOMINGTON

HARREL FISH INC.

Margie Rice, Corporation Counsel DATE

Signature DATE

Tim Street, Director DATE
Parks and Recreation Department

David Conner, CFO

Kathleen Mills, President, DATE
Board of Park Commissioners

Attachment A

CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel
FROM: Tim Street, Director
DATE: March 22, 2024
RE: Contract with HFI for split system change out and duct adaptations at Switchyard Maintenance Building.

Contract Recipient/Vendor Name:	Harrell Fish, INC (HFI)
Department Head Initials of Approval:	TS
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Division Director: Tim Street
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	6/1/2034
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-185
Due Date For Signature:	Friday Before Park Board Meeting: March 22,2024
Expiration Date of Contract:	May 31, 2024
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$11,917.00
Funding Source:	200-18-189000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	321
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	YES
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	YES

Summary of Contract: Harrell Fish, INC (HFI) proposes to demo the existing (2) split HVAC systems, furnish and install materials, labor and tools to install a new split system and duct adaptations to sufficiently support the building.

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Harrell Fish INC, (HFI)
FOR
HVAC SYSTEM REPLACEMENT AT THE SWITCHYARD MAINTENANCE BUILDING**

This Agreement, entered into on this 2nd day of April 2024 by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Harrell Fish INC, (HFI)("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 May 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 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 eleven thousand, nine hundred and seventeen dollars (\$11,917.00). 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:

Amy Leyenbeck, Operations Coordinator
City of Bloomington Parks and Recreation
401 N Morton St. 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.

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	Harrell Fish Inc, (HFI)
Attn: Mark Marotz	Attn: Jared Shelton
401 N Morton St.	2010 Fountain Drive, PO Box 1998
Bloomington, IN 47404	Bloomington, IN 47402

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

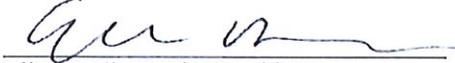
DocuSigned by:
Margie Rice 3/20/2024
E0A0FAE10B02413...

Margie Rice, Corporation Counsel



Tim Street, Director

Parks and Recreation Department



Ellen Rodkey, Vice President,

Board of Park Commissioners

Harroll Fish Inc. (HFI)



Jared Shelton, Account Manager

Stephen R. Dawson II, President & CEO

EXHIBIT A

"Scope of Work"

The Services shall include the following:

HFI will provide demolition of the existing (2) split systems, furnish and install materials, labor and tools to install the electric system (\$11,917.00) as quoted below.



COB Parks and Rec
Switchyard Park
Bloomington, IN

February 16, 2024

Attn: Dan Fiesell
Re: Split System Change Out & Heat Adaptation

Harrell-Fish, Inc. proposes to demo the existing (2) split systems, furnish and install materials, labor, and tools to install a new split system and duct adaptations to sufficiently support the building.

Inclusions:

- Demo Existing Units (2 Airana Split System)
- Furnish and install Dual Fuel System:
 - American Standard 4 Ton Heat Pump
 - American Standard 4 Ton Upright Furnace
 - Coiled Coil
 - Low Ambient Kit
 - Thermostat
 - Make ductwork additions and adaptations as needed to suffice the system.
- Furnish and install electric system:
 - American Standard 4 Ton Heat Pump
 - American Standard 4 Ton Upright Air Handler
 - 20 KW Heater
 - Thermostat
 - Make ductwork additions and adaptations as needed to suffice the system
- Verify all connections.
- Start up.
- Verify operations.

Exclusions -

- Sales Tax
- Overtime/Shift Work
- Work outside the scope listed above

Total Project Investment Dual Fuel Option - **\$13,120.00**

Total Project Investment Electric Heat Pump and Air Handler - **\$11,917.00**

Thank you for the opportunity to submit this proposal. Please contact me with any questions.
Sincerely,

Jared Shelton
Account Manager
jshelton@harrell-fish.com
812.361.7096

Client Acceptance: _____ Date: _____

2010 Fountain Drive, P.O. Box 1590, Bloomington, IN 47401
812-339-2579 www.harrellfish.com



State Plumbing Commission No. CS29150025

An Equal Opportunity Employer

EXHIBIT B

“Project Schedule”

Work will begin as soon as the contract is approved, on or around April 1, 2024 and will be completed by May 31, 2024.

EXHIBIT D

STATE OF Indiana)
) SS:
COUNTY OF Greene)

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

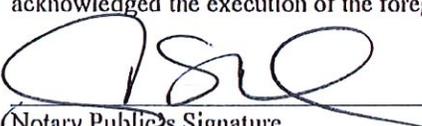
I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 1st day of April, 2024

By: 
Signature
Stephen R. Dawson II
Printed Name

STATE OF Indiana)
) SS:
COUNTY OF Greene)

Before me, a Notary Public in and for said County and State, personally appeared Stephen R. Dawson II and acknowledged the execution of the foregoing this 1st day of April, 2024.


Notary Public's Signature My Commission Expires: 9/8/30

Amy S. McNeil County of Residence: Greene
Printed Name of Notary Public

AMY S. MCNEIL
Notary Public, State of Indiana
SEAL
Commission Number 657800
My Commission Expires September 8, 2030
Greene County

C-16 Agenda item

Admin. Approval: TS
Date: 1/7/25

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: January 30, 2025
SUBJECT: PARTNERSHIP AGREEMENT WITH PASO A PASO & COB – COMMUNITY AND FAMILY RESOURCES DEPARTMENT

Recommendation

Staff recommends approval of the partnership agreement with Paso a Paso and the City of Bloomington Community and Family Resources Department for the planning and coordination of the event – A Piece of Latin America: Corazon de Jaripeo. No money will be exchanged under this partnership agreement.

Background

This is the 2nd year for a partnership to provide the event known as A Piece of Latin America: Corazon de Jaripeo. This is the second year Paso a Paso has been part of the event and this is the first year Bloomington Community and Family Resources Department (CFRD) has been part of the event. Bloomington Parks and Recreation will provide the site, some equipment and supplies, and will assist with event marketing. Paso a Paso will coordinate all sponsorships, entertainment, performances, equipment rentals, and food trucks at the event. CFRD will coordinate recruiting volunteers for the event and will assist with event marketing.

The event is scheduled for Saturday March 29th from 5-10pm at Switchyard Park and will feature Latin food and entertainment and will provide the members of the local Latin community the opportunity to make contact with resources throughout the Bloomington community.

RESPECTFULLY SUBMITTED,



Bill Ream, Community Events Coordinator



**2025 COOPERATION PARTNERSHIP AGREEMENT
WITH PASO A PASO AND BLOOMINGTON COMMUNITY AND FAMILY
RESOURCES DEPARTMENT FOR THE EVENT - A PIECE OF LATIN AMERICA:
CORAZON DE JARIPEO**

Partner(s):

This Agreement is made and entered into on the last date indicated on the signature lines below, by and between Bloomington Parks and Recreation Department (“BPRD”) and Paso a Paso (“PAP”) and Bloomington Community and Family Resources Department (“CFRD”).

WHEREAS, there is a need for an event to promote cultural exchange and celebrate Latin culture in Bloomington; and,

WHEREAS, BPRD, PAP and CFRD desire to cooperate in the provision of a community event called A Piece of Latin America: Corazón de Jaripeo for the general public; and,

WHEREAS, BPRD, PAP and CFRD are qualified to perform such services; and,

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1. Purpose of Agreement

The goal of this project is to create a partnership for an event called A Piece of Latin America: Corazón de Jaripeo, connecting Bloomington's Latin community to resources and inviting the broader community to celebrate Latin culture through traditional dances, performances, and family-friendly activities by combining each partner's resources.

2. Duration of Agreement

This Agreement commences January 23, 2025 and expires March 31, 2025 unless terminated earlier as provided under Article 9 of this Agreement.

3. Bloomington Parks and Recreation Department

BPRD aims to partner with community agencies to host a free, family-friendly event celebrating Latin culture and connecting the Latin community to local resources. The event, held at Switchyard Park on Saturday, March 29, 2025 from 5 to 10 p.m., will promote cultural

awareness and celebrate local diversity.

BPRD agrees to:

- 3.1. Communicate frequently with Misleny Guzman, Chair of Paso a Paso and Shatoyia Moss, CFRD Director and bring any related issues to their attention.
- 3.2. Support marketing efforts by assisting in the creation and distribution of flyers, posters, and signs, and by creating promotional content for social media.
- 3.3. Provide indoor and outdoor venue spaces at Switchyard Park.
- 3.4. Provide 12 pop-up tents, 12 tables and 40 chairs, and a portable sound system with microphones for the event.
- 3.5. Assist with acquiring craft supplies including items such as markers, crayons, scissors and other decorating materials for themed activities. Assist with operation of craft activities.
- 3.6. Provide at least 3 staff to assist with event setup and tear down.
- 3.7. Assist with volunteer recruitment; prior to and during the event, check in volunteers and present volunteer assignments. Provide name tags and volunteer vests for registered volunteers.
- 3.8. Assist with exhibitor recruitment.

4. Paso a Paso:

PAP aims to partner with community agencies to host a free, family-friendly event celebrating Latin culture and connecting the Latin community to local resources. The event, held at Switchyard Park on Saturday, March 29, 2025 from 5 to 10 p.m., will promote cultural awareness and celebrate local diversity.

PAP agrees to:

- 4.1. Communicate frequently with Bill Ream, BPRD Community Events Coordinator and Shatoyia Moss, CFRD Director and bring issues related to the event to their attention.
- 4.2. Coordinate the design and distribution of flyers, posters, and signs; final artwork and requests for printed material must be submitted to BPRD by March 7, 2025. Assist with creating promotional content for social media, and with content distribution through social media tags and shares.
- 4.3. Manage all aspects of event sponsorship, including identifying and recruiting sponsors, collecting sponsorship funds, and ensuring sponsors receive appropriate recognition in

marketing materials and other onsite benefits. Maintain accurate records of sponsorship funds collected. Adherence to BPRD Policy 8010, "Sponsorships" is required; this policy identifies types of businesses that may not sponsor BPRD programs, including in general, the following industries and products:

Religious organizations; Party-based or issue-based political organizations or campaigns; Businesses regarded as "adult" businesses, as defined in Indiana Code § 12-7-2-1.8; Companies who derive 50% or more of their business from the sale of any of the following:

- Alcohol (without a partnership agreement with BPRD)
- Tobacco or vape products
- Firearms or ammunition
- Pornography
- Gambling

- 4.4. Recruit event exhibitors, entertainers, performers and food trucks for the event by March 1, 2025.
- 4.5. Rent or purchase equipment and supplies needed for the event, except for items provided by BPRD and/or CFRD.
- 4.6. Coordinate payment for all purchases and rentals.
- 4.7. Promote the event at other PAP events and activities.
- 4.8. Create a final event site map, list of exhibitors, and schedule of events by March 14, 2025.
- 4.9. Provide at least 10 Paso a Paso members to assist with setup and tear down of the event.
- 4.10. Provide an emcee for the event to coordinate announcements to welcome spectators and share information about entertainers and performers.
- 4.11. Plan, coordinate, and run family-friendly activities; collect and provide necessary equipment and supplies for each activity, except for supplies provided by BPRD.
- 4.12. Assist with volunteer recruitment; prior to and during the event, help check in volunteers and present volunteer assignments.

5. Bloomington Community and Family Resources Department

CFRD aims to partner with community agencies to host a free, family-friendly event celebrating Latin culture and connecting the Latin community to local resources. The event, held at Switchyard Park on Saturday, March 29, 2025 from 5 to 10 p.m., will promote cultural awareness and celebrate local diversity.

CFRD agrees to:

- 5.1. Communicate frequently with Misleny Guzman, Chair of Paso a Paso and Bill Ream, BPRD Community Events Coordinator, and bring issues related to the event to their attention.
- 5.2. Support marketing efforts by assisting in the creation and distribution of flyers, posters, and signs, and by sharing promotional content on social media.
- 5.3. Assist with volunteer recruitment; prior to and during the event, help check in volunteers and present volunteer assignments.
- 5.4. Assist with exhibitor recruitment.

6. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership among BPRD, PAP and CFRD for A Piece of Latin America: Corazón de Jaripeo.

BPRD and PAP and CFRD agree to:

- 6.1. Manage visitor safety and regulate flow of visitor foot traffic at the event.
- 6.2. Coordinate site and facility usage and logistics with BPR staff.
- 6.3. Ensure staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 6.4. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.
- 6.5. The prohibitions of smoking and the consumption of alcoholic beverages shall apply to all participants in and visitors to the event.

7. Insurance:

Bloomington Parks and Recreation Department, Paso a Paso, and Bloomington Community and Family Resources Department shall furnish each other with a certificate of insurance upon execution of this Partnership Agreement. Each party will maintain comprehensive general liability insurance.

8. Notice and Agreement Representatives:

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

**Bloomington Parks
& Recreation**

Becky Higgins,
Recreation Services Division Director
401 N. Morton St., Suite 250
Bloomington, IN 47402
812-349-3713

Paso a Paso

Mislenny Guzman, Chair
Bloomington, IN
574-903-8376

Bloomington Community and Family Resources Department

Shatoyia Moss, Director
401 N. Morton St., Suite 260
Bloomington, IN 47404
812-349-3560

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

Bloomington Parks and Recreation

Bill Ream, Community Events
Coordinator
812-349-3748
reamw@bloomington.in.gov

Paso a Paso

Abby Garcia
574-349-7920
abby.garcia@bloomington.in.gov

Through March 15, 2025 (date approximate):

Bloomington Community and Family Resources Department

Shatoyia Moss, Director
812-349-3560
mosss@bloomington.in.gov

After March 15, 2025 (date approximate):

Bloomington Community and Family Resources Department

Ximena Martinez, Latino Outreach Coordinator
812-349-3860
ximena.martinez@bloomington.in.gov

9. Termination:

- 9.1. Termination by mutual agreement: The partners may terminate this Agreement prior to March 31, 2025, by mutual written agreement only.
- 9.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partners shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.

Indemnity:

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

IN WITNESS WHEREOF, the partners have signed this Agreement on the date last indicated below.

CITY OF BLOOMINGTON

PASO A PASO

Tim Street, Director DATE
Bloomington Parks & Recreation

Misleny Guzman, Chair DATE

Kathleen Mills, President DATE
Board of Park Commissioners

Margie Rice, Corporation Counsel DATE

Shatoyia Moss, Director DATE
Community and Family Resources Department

C-17 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: January 30, 2025
SUBJECT: APPROVAL OF THE 2025 SERVICE AGREEMENT WITH WOODS ELECTRICAL CONTRACTOR'S, INC

Recommendation

Staff recommends review/approval of a Service Agreement for the Sports and Operations Divisions with Woods Electrical Contractors, Inc. for general repairs/adjustments and/or replacement of lighting and electrical components. These services will be provided to the City on an as-needed basis. Total amount of service agreement not to exceed: \$15,000.

Funding sources to pay for these services will be 2211-18-185000-53610 NR (TLRC), 2204-18-187202-5360 GF (Winslow), 2204-18-187208-53650 GF (Olcott), 2204-18-187001-53610 GF (TLSP), 2204-18-182001 GF (Bryan), 2204-18-182002-53610 GF (Mills), 2204-18-182500-53610 GF (FSC), 2204-18-1835000-53610 GF (Golf); 2204-18-189006-53610 GF (SYP), and 2204-18-189000-53650 (Operation Division).

Background

Woods Electric is a locally owned and operated company, and one of several electrical contractors Parks works with throughout the year. Parks has utilized services provided by Woods Electric for many years, and staff are appreciative of their quick and efficient response to our needs.

RESPECTFULLY SUBMITTED,



Daren Eads
Sports Facility Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
WOODS ELECTRICAL CONTRACTOR'S, 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 Woods Electrical Contractor's, INC ("Contractor").

Article 1. Scope of Services. Contractor shall provide electrical service work, on an as needed basis, at an hourly rate of Eighty Five Dollars (\$85) plus materials. Contractor will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours and emergencies price of One Hundred Twenty Seven Dollars and Fifty Cents (\$127.50). Types of lighting components are interior and exterior lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. When required, contractor will charge the Parks Department a Bucket Truck Fee of Seventy Five Dollars (\$75.00) per day. The Department will give notice to Contractor at least two working days on repair, except in the instance repairs require more immediate action. ("Services"). Specific scopes of work will be quoted individually and approved by BPRD 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 the Sports Division; Amy Leyenbeck for the Operation Division; 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: City of Bloomington Parks and Recreation, 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: Woods Electric, 4180 N. Starnes Road, 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.

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 _____, 2025.

WOODS ELECTRICAL CONTRACTOR'S, 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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

EXHIBIT "C"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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 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.

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 _____
_____, 2025.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-18 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: January 30, 2025
SUBJECT: APPROVAL OF THE 2025 SERVICE AGREEMENT WITH PRICE ELECTRIC, INC

Recommendation

Staff recommends the review/approval of the PRICE ELECTRIC, INC service agreement for Switchyard Park, and the Sports and Operations Divisions. Price Electric provides electrical repair services at various sports facilities. Total amount of service agreement not to exceed: \$15,000.

Funding sources to pay for these services will be 2211-18-185000-53610 NR (TLRC), 2204-18-187202-5360 GF (Winslow), 2204-18-187208-53650 GF (Olcott), 2204-18-187001-53610 GF (TLSP), 2204-18-182001 GF (Bryan), 2204-18-182002-53610 GF (Mills), 2204-18-182500-53610 GF (FSC), 2204-18-1835000-53610 GF (Golf); 2204-18-189006-53610 GF (SYP), and 2204-18-189000-53650 (Operation Division).

Background

Price Electric, INC is a locally owned and operated company and one of several electrical contractors Park works with throughout the year. Parks has utilized services provided by Price Electric for many years, and staff are appreciative of their quick and efficient response to our needs.

RESPECTFULLY SUBMITTED,



Daren Eads
Sports Facility Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
PRICE ELECTRIC, 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 Price Electric, INC ("Contractor").

Article 1. Scope of Services. Contractor shall provide electrical service work, on an as needed basis, at an hourly rate of Ninety Five Dollars (\$95) plus materials. Contractor will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours and emergencies price of One Hundred Forty Two Dollars and Fifty Cents (\$142.50). Types of lighting components are interior and exterior lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. When required, contractor will charge the Parks Department a Bucket Truck Fee of One Thousand Two Hundred Dollars (\$1,200.00) per day. The Department will give notice to Contractor at least two working days on repair, except in the instance repairs require more immediate action. ("Services"). Specific scopes of work will be quoted individually and approved by BPRD 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 the Sports Division; Amy Leyenbeck for the Operations Division; Hsuing Marler for Switchyard Park; 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: City of Bloomington Parks and Recreation, 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: Price Electric, INC, 724 E. Thornton Drive, 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. 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.

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 _____, 2025.

PRICE ELECTRIC, 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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

EXHIBIT "C"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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 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.

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 _____
_____, 2025.

My Commission Expires: _____
Notary Public

County of Residence: _____

Name Printed

Commission Number

C-19 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: January 30, 2025
SUBJECT: APPROVAL OF THE 2025 SERVICE AGREEMENT WITH ELITE ELECTRIC LLC

Recommendation

Staff recommends the review/approval of the ELITE ELECTRIC LLC service agreement for the Sports Division. Elite Electric provides electrical repair services at various City park properties and facilities. Total amount of service agreement not to exceed: \$15,000.

Funding sources to pay for these services will be 2211-18-185000-53610 NR (TLRC), 2204-18-187202-5360 GF (Winslow), 2204-18-187208-53650 GF (Olcott), 2204-18-187001-53610 GF (TLSP), 2204-18-182001 GF (Bryan), 2204-18-182002-53610 GF (Mills), 2204-18-182500-53610 GF (FSC), and 2204-18-1835000-53610 GF (Golf).

Background

Elite Electric LLC is a locally owned and operated company and one of several electrical contractors Parks will work with throughout the year.

RESPECTFULLY SUBMITTED,



Daren Eads
Sports Facility Coordinator

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

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 Elite Electric LLC ("Contractor").

Article 1. Scope of Services. Contractor shall provide electrical service work, on an as needed basis. Contractor will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities at an hourly rate of Seventy Five Dollars (\$75) plus service call fee of Ninety Dollars (\$90.00), Monday-Friday 7:00am to 4:00pm. A weekend/afterhours price of One Hundred Thirty Dollars (\$130.00), plus service fee of One Hundred Twenty Five Dollars (\$125.00), and holiday hourly rate of One Hundred Forty Dollars (\$140.00), plus a Two Hundred Dollar (\$200.00) service fee. Types of lighting components are interior and exterior lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. The Department will give notice to Contractor at least two working days on repair, except in the instance repairs require more immediate action. Specific work shall be agreed to in writing between Contractor and the Department 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 the Sports Division 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: City of Bloomington Parks and Recreation, 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: Elite Electric LLC, 2518 Patrickburg Road, Spencer, IN 47460. 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 26. 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 before its expiration.

[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 _____, 2025.

ELITE ELECTRIC 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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

EXHIBIT “C”

AFFIDAVIT THE LIVING WAGE ORDINANCE

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 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.

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 _____
_____, 2025.

My Commission Expires: _____ Notary Public _____

County of Residence: _____
Name Printed _____
Commission Number _____

C-20 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Amy Leyenbeck
DATE: January 30, 2025
SUBJECT: APPROVAL OF AGREEMENT WITH HUSTON ELECTRIC

Recommendation

Staff recommends approving a service agreement with Huston Electric Holding not to exceed \$15,000.00 from funding sources: 200-18-18: 9000-53650, 9501-53610, 9501-53990; 7202-53610; 7208-5365; 7001-53610; 2001-53610; 2002-53610; 2500-53610;

201-18-185000-53610

Background

Huston Electric Holding Corp, formerly known as Cassady Electric, has performed quality work for the City for many years, and it benefits the department to have a service agreement so that repairs can take place as quickly as possible as needed throughout the year.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Huston Electric Holding Corp**

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 Huston Electric Holding Corp ("Contractor").

Article 1. Scope of Services. Contractor shall provide electrical service work on an as needed basis at an hourly rate of ninety five dollars (\$95) for a one person job and one hundred ninety (\$190) for a two person job, plus the cost of materials. For service on Saturday, the hourly rate shall be one hundred forty two dollars and fifty cents (\$142.50) for a one person job and plus any additional costs for parts and materials. For service on Sunday, the hourly rate shall be one hundred ninety (\$190) for a one person job plus any additional costs for parts and material. Parks department will give contractor a two day notice on normal repairs. Types of lighting components are: LED pole lighting, HID pole lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the Department for any equipment they must rent in order to make the necessary repairs. If a bucket truck is required, Contractor will charge Department an additional fee of fifty dollars (\$50) per day. Specific scopes of work will be approved in writing by the department."("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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. The invoice shall be sent to: Amy Leyenbeck, Operation 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 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, 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 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

Department: City of Bloomington, Attn: Amy Leyenbeck, 401 N. Morton, Bloomington, IN 47404. Huston Electric Holding Corp. 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 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.

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 _____, 2025.

Huston Electric Holding Corp

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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

EXHIBIT "C"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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 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.

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 _____
_____, 2025.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-21 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: January 30, 2025
SUBJECT: APPROVAL OF SERVICE AGREEMENT WITH IZZY'S RENTAL

Recommendation

Staff recommends approval of the 2025 service agreement with The Stables Events (Izzy's Rental) for cleaning/pumping of port a lets. The contract amount is not to exceed \$20,000.00, funding sources: 2204-18-189000-53920; 2211-18-186500-53730

Background

These cleaning/pumping services will be provided to the city on an as needed basis at eleven (11) locations along with rental/cleaning/pumping at one (1) location RCA (November thru March) , a rental unit at Seminary Park, as well as providing port-a-lets for various Community Events throughout the year as needed.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
The Stables Events, LLC (Izzy's Rental)**

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 The Stables Events, LLC (Izzy's Rental) ("Contractor").

Article 1. Scope of Services. Contractor shall provide cleaning/pumping services for portable toilets owned by the department at eleven (11) locations for the Bloomington Parks & Recreation Department, as well as portable toilet rental services as needed for various Community Events throughout the year, as more thoroughly described in Article 6 ("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 twenty thousand dollars (\$20,000.00). 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 and Costs. Contractor shall perform the following Services according to the following schedule and at the following price:

- Winslow Woods April through September for a cost of forty dollars (\$40) per week, two times per week and October through March once per week at a cost of twenty dollars (\$20) per week.
- Upper Cascades (Lions Den), Clear Creek Trail (Tapp Rd, That Rd, and Church Lane Trailheads) and Bryan Park locations May through September for a cost of forty dollars (\$40) per week two times per week and October through March once per week at a cost of twenty dollars (\$20) per week.
- Upper Cascades Skate Park and Ferguson Dog Park one time per week January through December for a cost of twenty dollars (\$20) per week.
- Wapehani MNP location December through February for a cost of twenty dollars (\$20) per month once per month and March through November for a cost of twenty dollars (\$20) per week once per week.
- Griffy Lake location April, May, September & October for a cost of forty dollars (\$40) per month two times per month and June through August twenty dollars (\$20) per week once per week.
- Contractor shall provide rental and cleaning/pumping services for one (1) portable toilet at RCA Community park location November through March for a cost of one hundred fifteen dollars (\$115) per month with cleaning/pumping services once per week.
- Contractor shall provide rental and cleaning/pumping for one portable toilet at Seminary Park for \$105 per month, with one pumping service per week (included in total price). If additional servicing is requested by Operations Coordinator, each servicing will cost \$20. If large, bulky items, such as clothes, purses, or other debris are found while servicing the Seminary Park toilet, photos will be taken and submitted with invoice, and an extra cleaning fee of \$85 will be charged. In the case of total destruction of the unit the Department will be charged a replacement fee of \$625.00.

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

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

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

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The

Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

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

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

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

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 _____, 2025.

The Stables Events 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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

EXHIBIT "C"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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 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.

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 _____
_____, 2025.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-22 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: January 30, 2025
SUBJECT: APPROVAL OF SERVICE AGREEMENT WITH BLEDSOE RIGGERT
COOPER JAMES

Recommendation

Staff recommends approval of this contract with Bledsoe Riggert Cooper & James for provide services for land boundary surveys, construction layout and civil engineering on an as needed basis throughout the year.

Contract Amount not to exceed: \$10,000.00
Funding sources: 200-18-189000-53110; 200-18-189501-53110

Background

Bledsoe Riggert Cooper & James provide valuable surveys at reasonable rates, and it benefits the city to have a service agreement with this vendor so that any survey work 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
BLEDSOE RIGGERT COOPER & JAMES**

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 BLEDSON RIGGERT COOPER & JAMES ("Contractor").

Article 1. Scope of Services. Contractor shall provide **land boundary surveys, construction layout and civil engineering on an as needed basis throughout the year. Specific scopes of work will be quoted individually and approved by Department 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 Ten Thousand Dollars (\$10,000.00). 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.

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: Amy Leyenbeck, Operations Coordinator, 401 N. Morton, Bloomington, IN 47404. Bledsoe Riggert Cooper & James. 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.]

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 _____, 2025.

Bledsoe Riggert Cooper & James, Marty James VP

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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

C-23 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: January 30, 2025
SUBJECT: APPROVAL OF SERVICE AGREEMENT WITH INDIANA DOOR & HARDWARE

Recommendation

Staff recommends approval of this contract with Indiana Door & Hardware Specialties, INC for repairing, adjusting and replacing doors at city park properties and facilities as needed in 2025.

Contract Amount not to exceed: \$7,000.00

Funding sources: 2204-9000-53610; 9000-53650; 9006-53610;7202-53610;7208-53650; 7001-53610; 2001-53610; 2002-53610; 2500-53610; 2211-18-18500-53610

Background

Indiana Door & Hardware Specialties performs quality work at reasonable rates, and it benefits the city to have a service agreement with this vendor so that any necessary 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
INDIANA DOOR & HARDWARE SPECIALTIES 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 Indiana Door and Hardware Specialties Inc ("Contractor").

Article 1. Scope of Services. Contractor shall repair, adjust, and/or replace doors at city park properties and facilities on an as needed basis at an hourly rate of \$100.00 for the first hour and \$80.00 for each additional hour with a minimum of one (1) hour charge plus materials ("Set Price"). Contractor shall provide the services for the Set Price Monday-Friday, 7:00am to 6:00pm, and all other times for an after-hours rate of one hundred and ten dollars (\$110.00) per hour with a minimum of one (1) hour charge plus materials. Parks department will give contractor at least two (2) working day notice on repairs. Repairs requiring more immediate action (emergencies) may be billed at an emergency hourly rate of one hundred ten dollars (\$110.00) with a minimum of one (1) hour charge plus materials. Specific scopes of work will be approved by the Department 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 Seven Thousand Dollars (\$7,000.00). 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.

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: Amy Leyenbeck, Operations Coordinator, 401 N. Morton, Bloomington, IN 47404. Indiana Door and Hardware Specialties Inc, ATTN: Troy Baker. 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.]

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 _____, 2025.

Indiana Door and Hardware Specialties 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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

C-24 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: January 30, 2025
SUBJECT: APPROVAL OF SERVICE AGREEMENT WITH JR ELLINGTON

Recommendation

Staff recommends approval of service agreement with J.R Ellington Tree Expert CO. for the removal of hazard trees, pruning, or hazard reduction pruning on an as-needed basis for an amount not to exceed 25,000 dollars.

Funding source: 2204-18-189503-53990

Background

In 2024 several hazard trees along property lines, ROW, and in areas that were beyond the scope of what we could accomplish in house, as well as invaluable help during the June storm clean up. Having this service agreement allows for time sensitive hazards trees and limbs to be removed before causing any undue harm or property damage.

RESPECTFULLY SUBMITTED,



Haskell Smith, Urban Forester

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION
DEPARTMENT
AND**

J.R. Ellington Tree Expert CO.

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 J.R. Ellington Tree Expert CO. (“Contractor”).

Article 1. Scope of Services Contractor shall provide hazard tree removal and tree mitigation (“Services”). Specific scopes of work will be quoted individually and approved by BPRD 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 Haskell Smith, Urban Forester 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 Twenty Five Thousand dollars and zero cents. (\$25,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Haskell Smith 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: All work completed by December 31, 2025. 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.

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: **Haskell Smith, 401 N. Morton, Bloomington, IN 47404. Contractor: J.R. Ellington Tree Expert CO. 680 W That Road, Bloomington, In 47403.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Article 25. 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 \$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 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.

[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 _____, 2025.

J.R. Ellington Tree Expert CO.

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 _____, 2025.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT "C"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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 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.

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 _____
_____, 2025.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-25 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: January 30, 2025
SUBJECT: APPROVAL OF SERVICE AGREEMENT WITH BLUESTONE TREE

Recommendation

Staff recommends approval of service agreement with Bluestone Tree, LLC. for the removal of hazard trees, pruning, or hazard reduction pruning in an amount not to exceed \$25,000.
Funding source: 2204-18-189503-53990

Background

In 2024 there were several hazard trees along property lines, in right-of-way, and in areas that were beyond the scope of what Urban Forestry staff could safely or expediently mitigate. Having this service agreement allows for time-sensitive hazards trees and limbs to be removed before causing any undue harm or property damage, as well as another level to storm preparedness. This contract in 2024 was invaluable in the storm clean up associated with the June storms.

RESPECTFULLY SUBMITTED,



Haskell Smith, Urban Forester

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE, LLC.**

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 Bluestone Tree, LLC ("Contractor").

Article 1. Scope of Services Contractor shall provide tree removal and pruning ("Services"). Specific scopes of work will be quoted individually and approved by BPRD 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 Haskell Smith, Urban Forester, 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 Twenty Five Thousand dollars and zero cents (25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Haskell Smith, Urban Forester, 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:
Complete work by December 31, 2025.

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: **Haskell Smith, Urban Forester, 401 N. Morton, Bloomington, IN 47404. Contractor: Bluestone Tree, LLC. ATTN: Matt Baldwin, 3090 S Walnut 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. 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 \$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 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.

[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 _____, 2025.

Bluestone Tree, 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 _____, 2025.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

EXHIBIT "C"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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 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.

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 _____
_____, 2025.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-26 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: January 30, 2025
SUBJECT: APPROVAL OF POWER LINE TRAIL ENCROACHMENT AGREEMENT WITH DUKE ENERGY

Recommendation

Staff recommends approval of this Trail Encroachment Agreement with Duke Energy for the Powerline Trail development and management.

Funding source: N/A

Background

The Department plans to construct a .9-mile multi-use trail within the easement operated by Duke Energy starting along S. Rogers St and extending west under the powerlines. The Monroe County Board of Commissioners approved the City's request for an easement in May 2024 to build and operate a trail in the preexisting utility easement on the county's Thomson Property. The trail will connect the Switchyard Park, Habitat for Humanity Osage Place neighborhood, and RCA Community Park. This agreement outlines the responsibilities between the City and Duke Energy for the trail's operation and maintenance, including indemnification of Duke Energy against future issues arising along the trail.

RESPECTFULLY SUBMITTED,



Rebecca Swift, Operations & Development Division Director

Prepared By: Victoria J. Parker, Counsel, Duke Energy
Return To: Duke Energy Indiana, LLC
Data and Document Services, DEP-09A
Charlotte, North Carolina 28202

Property No.:
Land Unit No.: 1047853
Project No.:

STATE OF INDIANA

TRAIL ENCROACHMENT AGREEMENT

COUNTY OF MONROE

Pt. Parcel No. 53-08-08-200-001.000-009

THIS TRAIL ENCROACHMENT AGREEMENT (“Agreement”), made this _____ day of _____, 2025 (“Effective Date”) by and between **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company, formerly Public Service Company of Indiana, Inc. (“Duke”), and **CITY OF BLOOMINGTON**, Indiana (“Grantee”).

- Duke owns an easement and right of way of one hundred and fifty feet (150’) in total width (the “Easement Area”) pursuant to that certain document recorded in Deed Book 120 at Page 600 and Book 121 at Page 223 in the Office of Recorder of Monroe County, Indiana (the “Easement Document”) that permits the construction, operation, and maintenance of electric facilities (“Facilities”) on certain property located in Monroe County, Indiana;
- Grantee plans to place a multi-use trail within the Easement Area and desires authority to encroach upon a portion of the Easement Area to construct, maintain, and utilize the trail, and Duke is willing to permit such actions under the terms and conditions of this Agreement.

NOW, THEREFORE, Duke for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to it paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee, the non-perpetual right to encroach upon the portion of the Easement Area described herein pursuant to the following terms and conditions:

1. **Permitted Encroachments and Use**. Duke agrees to allow Grantee to encroach upon the Easement Area to construct, maintain, and utilize a multi-use trail (“Trail”) twelve (12) feet or less in width and associated appurtenances (collectively with the Trail, the “Permitted Encroachment”) within that portion of the Easement Area described as follows:

All that certain tract, piece, parcel or lot of land containing 15.241 ± acres, and being more particularly shown as “TRAIL EASEMENT 15.241 AC±,”

on a plat of survey entitled “LEGAL DESCRIPTION – TRAIL ENCROACHMENT,” dated September 17, 2024 (the “Plat”). The Plat is attached hereto as **Exhibit A** and incorporated herein by reference.

Except as it conflicts with this Agreement the term multi-use trail shall have the meaning ascribed to Multi Use Paths or Shared Use Paths by the American Association of State Highway and Transportation Officials (AASHTO).

- a. The Permitted Encroachment may be used for the benefit of public use and enjoyment; however, this use and enjoyment shall not take priority over Duke’s rights under the Easement Document or otherwise.
- b. Grantee shall post notices, whose size, type, and location have been approved by Duke, along the Trail to notify all persons using the Trail, that extreme caution is necessary around all of Duke’s Facilities, and in the event of any damages or injuries, Grantee shall immediately report the nature and extent thereof to Duke’s then applicable 800-number which can be found on its website. Grantee agrees to put up signs, whose size, type, and location have been approved by Duke, along that portion of the Trail within the Easement Area stating that the “Trail is owned and maintained by the Grantee.”
- c. Bollards shall be installed by Grantee at its sole cost and expense per Duke specifications, with Duke locks, where the Trail heads connect with roads/streets as to prevent vehicular traffic.
- d. Duke may require reinforcement of the Trail at specified access points along the corridor for Duke heavy equipment crossings. These Trail reinforcement areas shall consist of a twenty (20) foot long, twelve (12) foot wide paved area capable of supporting a gross vehicle weight requirement (GVWR) of 80,000 pounds; however, Grantor reserves the right to increase that minimum requirement if necessary to accommodate Grantor’s equipment, and pavement markings indicating “heavy equipment crossing.” Culverts shall be installed where the Trail crosses creeks, ditches, and similar terrain features. These culverts shall be capable of supporting a gross vehicle weight requirement (GVWR) of 80,000 pounds; however, Grantor reserves the right to increase that minimum requirement if necessary to accommodate Grantor’s equipment, and shall be a minimum of twenty (20) feet wide. Signage must indicate the maximum load of the crossing at culvert approach.
- e. Even if considered an appurtenance to the Trail, no structures including, but not limited to, lights, signs (except as required in this Agreement), benches, exercise equipment, irrigation systems, overhead wires, poles, light standards,

dumpsters, trees, buildings, obstacles, or other facilities shall be located, constructed, or installed within the Easement Area.

2. **Alterations.** The Permitted Encroachment must be constructed in strict compliance with the design shown on the Plat. No alterations from the Plat may be made during or after the construction of the Permitted Encroachment, other than to maintain compliance with the terms of this Agreement, make the Permitted Encroachment take up less of the footprint shown on the Plat, or to make them closer to ground level within the footprint shown on the Plat. Compliance with the Plat and these limitations on alterations are necessary and essential to render Grantee's use of Easement Area consistent with the safe, reliable, and efficient construction, operation, and maintenance of the existing and future Facilities located on the Easement Area.

All applicable Federal, State, and Local laws, rules, and regulations, and the then existing Transmission Line Asset Protection Guidelines shall govern any alterations to the Permitted Encroachment, including, without limitation, any minimum distances that must be maintained from the Facilities. Nothing in this Agreement shall be construed to permit changes in elevation of grade to occur other than as expressly allowed or required on the Plat or in this Agreement.

3. **Reaffirmation.** Notwithstanding anything to the contrary herein, by executing this Agreement the parties reaffirm the terms of the Easement Document and acknowledge that this Agreement does not permanently alter, limit, or amend those terms. This Agreement does not constitute a transfer of an interest in land or Duke's rights granted in the Easement Document.
4. **Wetlands and Vegetation.** The Easement Area may not be used by Grantee to satisfy wetland mitigation requirements. Grantee shall not plant any trees or shrubbery in the Easement Area without prior written approval from Duke.
5. **Duke Free From Liability.** Duke shall not be liable for any damages to the Permitted Encroachment resulting from Duke's use of the Easement Area, nor for any damage to landscaping, driveways, or irrigation systems that may result from Duke's access to the Easement Area. Duke reserves the right to close, without notice, all or a portion of the Trail located within the Easement Area, for any length of time, for construction, maintenance or emergency line operations. Duke agrees to notify Grantee if their access to the Easement Area affects the usability and safety of the trail including, but not limited to, leaving mud, dirt, gravel, or other debris on the trail or causing cracking or potholes in the trail. Duke will notify and coordinate with Grantee at those times when its use of the Easement Area requires a trail closure.
6. **Additional Consent May Be Required.** Duke makes no warranties or representations as to Grantee's contemplated use of the Easement Area, and in no way shall be deemed to have consented to such use on behalf of the owner of the property on which the Easement Area

exists. Grantee acknowledges that Duke's entering into this Agreement does not, by itself, grant any rights to Grantee to use any portion of the Easement Area, and that the consent of other parties (including, without limitation, the owner of the property and any mortgagee of such owner) may be required for Grantee to obtain any rights over the property encumbered by the Easement Area.

7. **Grantee's Sole Risk and Expense.**

. Grantee acknowledges that the use of the Easement Area shall be at Grantee's sole risk and expense. Duke shall in no way be liable to Grantee for any costs, expenses, losses, damages, or liabilities incurred by Grantee's use of the Easement Area. Grantee shall defend, indemnify, and hold harmless Duke, its affiliates, subsidiaries, members, managers, officers, agents, employees, successors and assigns (collectively, "Duke Parties"), from and against any and all claims, actions, costs, expenses, losses, damage, destruction, and liabilities incurred by Duke Parties relating, directly or indirectly, to Grantee's use of the Easement Area even if caused in whole or in part by the negligence of Duke Parties but excluding the willful or intentional misconduct of Duke's Parties. Grantee's indemnity obligations shall survive the termination of this Agreement.

All of Grantee's operations, activities, and equipment used within the Easement Area or in proximity to any of the Facilities shall, at all times, be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act of 1971 (OSHA), and the OSHA Crane Construction Standards For Power Line Safety, Sections 1926.1408 & .1409. Grantee is further notified and hereby agrees to so notify any of Grantee's employees, agents, contractors, representatives, or other persons engaging in Grantee's activities upon the Easement Area with Grantee's knowledge and under Grantee's supervision or control, that extreme caution is necessary around the Facilities, and in the event of any damages or injuries, Grantee shall immediately report the nature and extent thereof to Duke's nearest local office or corporate toll free number.

A minimum separation of twenty-five (25) feet between the Permitted Encroachment and Duke's Facilities shall be maintained at all times. Grantee shall not use any equipment within the Easement Area that is capable of extending over twelve (12) feet in height above natural ground surface level without prior written approval from Duke unless an observer, approved by Duke, is present during the use. Grantee shall bear all costs associated with the observer.

8. **Transferability.** The rights granted and retained under this Agreement shall inure to the benefit of the heirs, successors, and assigns of the parties, and shall run with the land.

9. **Notice.** Any notices and other communications required under this Agreement or relating hereto shall be in writing and delivered via personal delivery, certified United States mail (return receipt requested), or overnight delivery through a reputable carrier to:

Duke: Duke Energy Indiana, LLC
Attn: Transmission Asset Protection
525 South Tryon Street, DEP21 – Ryan Daugherty
Charlotte, North Carolina 28202

Grantee: City of Bloomington
Attn: Parks & Recreation
400 N. Morton Street, Suite 250
Bloomington, Indiana 47401

10. **Termination.** This Agreement shall terminate or may be terminated, in the following instances.

- a. If construction of the Permitted Encroachment does not begin within twelve (12) months of the Effective Date, and continue thereafter at a reasonable pace, then this Agreement shall automatically terminate.
- b. If at any point following the Effective Date, Duke, in its sole discretion, determines that the Permitted Encroachment needs to be removed in order to continue furnishing safe and reliable electric service to its customers, then upon six (6) months' notice from Duke, Grantee will remove the Permitted Encroachment at the sole expense of Grantee.
- c. If Grantee breaches any provision of this Agreement, then Duke may terminate this Agreement with notice to Grantee. If the breach is non-material, then Grantee shall be entitled to six (6) months to remove the Permitted Encroachment following notice of Duke's termination. If the breach is material, then such termination shall be immediate. Without limitation, the parties agree that Sections 1, 2, 3, 7, and 11 are material.
- d. If Grantee removes or reduces the size of any Permitted Encroachment it shall not be entitled to restore or expand the Permitted Encroachment to its original size as of the Effective Date. If the Permitted Encroachment is removed in full then this Agreement shall automatically terminate.

11. **Insurance.** In addition to releasing Duke from all liability, Grantee shall maintain insurance in the following types and amounts:

- a. General Liability insuring against all risks to all persons or entities which may sustain property damage or personal injury as a result of the combined acts and omissions of the Grantee or Duke, which may be related in any way to Grantee's use of the Permitted Encroachment or Easement Area, with bodily injury limits not less than \$2,000,000 each person and \$5,000,000 each occurrence and with property damage limits not less than \$500,000 each occurrence and \$1,000,000 aggregate.

- b. Workers Compensation insurance in compliance with all Federal, State, and Local requirements.
 - c. Grantee shall name Duke as an additional insured on all policies.
12. **Recitals.** The recitals set forth at the opening of this Agreement are incorporated herein as if fully restated in this Section 12.
 13. **Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana without regard to the conflicts of law provisions therein. The parties agree that the proper venue for any dispute related to this agreement are the state or federal courts located in Monroe County, and the parties hereby submit to the jurisdiction thereof.
 14. **Entire Agreement.** This Agreement contains the complete understanding of the parties and shall supersede any prior and contemporaneous communications, agreements, and assurances related to the subject matter of this Agreement. Any modification of this Agreement must be agreed to in writing and signed by the parties. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same Agreement.
 15. **No Waiver.** The failure of Duke in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant.
 16. **Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms of this Agreement shall remain in full force and effect. To the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
 17. **Cost Recovery.** The prevailing party shall recover reasonable costs, including attorneys' fees, incurred in bringing or defending any action or proceeding related to this Agreement.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, Duke has caused this TRAIL ENCROACHMENT AGREEMENT to be executed as of the Effective Date.

DUKE:

DUKE ENERGY INDIANA, LLC

an

Indiana limited liability company

By: _____

Name: Kevin M. Jennings

Title: Manager, Land Services II

_____ OF _____)
COUNTY OF _____) SS.

This certificate relates to an acknowledgement in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public, in the county and state written above, this ___ day of _____, 2025, by Kevin M. Jennings as the Manager, Land Services II of Duke Energy Indiana, LLC, a limited liability company organized under the laws of Indiana, on behalf of said company.

SEAL:

Signed: _____

Printed or Typed Name: _____

My Commission expires: _____

My county of residence: _____

My Commission number: _____

[Signatures Continue on the Following Page]

IN WITNESS WHEREOF, Grantee has caused this TRAIL ENCROACHMENT AGREEMENT to be executed as of the Effective Date.

GRANTEE:

CITY OF BLOOMINGTON, INDIANA

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF INDIANA)
) SS.
COUNTY OF MONROE)

This certificate relates to an acknowledgement in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public, in the county and state written above, this ____ day of _____, 2025, by _____ and _____ as the _____ and _____ of the City of Bloomington, Indiana, a city organized under the laws of the state of Indiana, on behalf of said city.

SEAL: Signed: _____
Printed or Typed Name: _____
My Commission expires: _____
My county of residence: _____
My Commission number: _____

This Instrument Prepared by Victoria J. Parker, Attorney-at-Law, 1000 E. Main St., Plainfield, IN 46168.

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

C-27 Agenda item

Admin. Approval: TS
Date: 1/16/25

TO: Board of Park Commissioners
FROM: Heidi Shoemaker, Natural Resources Coordinator
DATE: January 30, 2025
SUBJECT: APPROVAL OF ENVIRONMENTAL RESOURCES ADVISORY COUNCIL APPOINTMENTS

Recommendation

Staff recommends approval of Environmental Resources Advisory Council appointees David Parkhurst, Adam Fudickar, Cathy Meyer, and Anne Crecelius.

Background

The Environmental Resources Advisory Council (ERAC) acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) members and one (1) ex-officio member. There are currently four positions on the advisory council up for reappointment. Four applications were received from current members of the advisory council.

RESPECTFULLY SUBMITTED,



Heidi Shoemaker, Natural Resources Coordinator

DAVID PARKHURST

Email

parkhurs@iu.edu

Phone Number

8123332945

Address

1210 S Collinswood Dr

City

Bloomington

Zip

47401

Do you live in the city limits?

Yes

Occupation

Retired. Now a gardener and beekeeper

How did you hear of this opening?

Other

If other, please describe:

I am currently a member and want to continue

Please explain your interest

I'm retired from the Environmental Science faculty of SPEA, and a member of the Bloomington Environmental Commission (EC). I represent the EC on the Environmental Resources Advisory Council.

Please describe your qualifications

I have a bachelor's degree in Applied Math, and a Ph.D. in Plant Ecology.

Adam Fudickar

Email

afudicka@iu.edu

Phone Number

812 219-5624

Address

4308 East Sheffield Drive

City

Bloomington

Zip

47408

Do you live in the city limits?

Yes

Occupation

Teaching Faculty

How did you hear of this opening?

City Staff

If other, please describe:

Please explain your interest

My education and career has been devoted to understanding and mitigating the impacts of human activity on wildlife populations.

Please describe your qualifications

I'm a former Research Scientist at the Environmental Resilience Institute at Indiana University and current teaching faculty at IU. Current courses taught include Conservation Science. I have a PhD, MS, and BS in Biology with an emphasis in organismal biology.

Cathy Meyer

Email

cathygotm@gmail.com

Phone Number

8128372290

Address

933 S Ballantine Rd

City

Bloomington

Zip

47401

Do you live in the city limits?

Yes

Occupation

retired

How did you hear of this opening?

Other

If other, please describe:

current member

Please explain your interest

I would like to support the parks department and offer advice about environmental management issues.

Please describe your qualifications

Master's degrees in Ecology and environmental science, experience as a naturalist/ environmental educator for over 40 years. Service on ERAC for many years.

Crececius Anne

Email

adcrececius@gmail.com

Phone Number

3176054800

Address

712 W 11th St

City

Bloomington

Zip

47404

Do you live in the city limits?

Yes

Occupation

Planner

How did you hear of this opening?

City Website

If other, please describe:

Please explain your interest

I was appointed to ERAC this summer and have attended two meetings as a Member. I'm interested in continuing my position with ERAC as I enjoy using my knowledge from my education and experience in ecology and habitat restoration in support of community engagement.

As Planner for Monroe County, I strongly believe that engagement in local government is vital to the health of a community.

Please describe your qualifications

I hold a BS in Recreation (outdoor recreation and resource management) from IUB, and Masters in Environmental Science from the University of Waterloo, and am a credentialed Planner (AICP) through the American Planning Association.