

**CITY OF BLOOMINGTON**  
Parks and Recreation

**AGENDA**

Per Executive Order by the Governor this meeting will be conducted electronically. The public may access this meeting at the following link: <https://zoom.us/j/2654741786>

City of Bloomington Board of Park Commissioners  
Regular Meeting: Tuesday, April 28, 2020 4:00 – 5:30 p.m.

**CALL TO ORDER - ROLL CALL**

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of March 24, 2020
- A-2. Approval of Claims Submitted March 24, 2020 through April 27, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Declaration of Surplus - None

**B. PUBLIC HEARINGS/APPEARANCES**

- B-1. Public Comment Period -
- B-2. Bravo Award -
- B-3. Parks Partner Award - IU School of Optometry (Sarah Owen)
- B-4. Staff Recognition -

**C. OTHER BUSINESS**

- C-1. Review/Approval of partnership with Bloomington Junior League Baseball Assoc. (Dee Tuttle)
- C-2. Review/Approval of partnership with Monroe County Senior League Baseball Assoc. (Dee Tuttle)
- C-3. Review/Approval of partnership with BJLBA North for Winslow Concession (Dee Tuttle)
- C-4. Review/Approval of partnership agreement with Ivy Tech Community College (Amy Shrake)
- C-5. Review/Approval of partnership agreement with Lake Monroe Sailing Association (Amy Shrake)
- C-6. Review/Approval of partnership agreement with Special Olympics Monroe County (Amy Shrake)
- C-7. Review/Approval of contract with Kingsnake Sounds (Crystal Ritter)
- C-8. Review/Approval of partnership agreement with Ryder (Crystal Ritter)
- C-9. Review/Approval of Banneker Community Center Advisory Council Bylaws/Guidelines (Erik Pearson)
- C-10. Review/Approval of contract with Chef for Hire (Erik Pearson)
- C-11. Review/Approval of Farmers' Market Advisory Council member recommendations (Marcia Veldman)
- C-12. Review/Approval of contract with Code and Key Escape Room (Bill Ream)
- C-13. Review/Approval of Contract with Big House Fun Rental (Bill Ream)
- C-14. Review/Approval of contract with Kentucky Fairways Zoysia Farm (John Turnbull)
- C-15. Review/Approval of service agreement with Alexander Electric (John Turnbull)
- C-16. Review/Approval of contract with Lentz (John Turnbull)
- C-17. Review/Approval of addendum with DEEM (John Turnbull)
- C-18. Review/Approval of partnership agreement with Centerstone (Barb Dunbar)
- C-19. Review/Approval of partnership agreement with Monroe County Public Library (Rebecca Jania)
- C-20. Review/Approval of contract with Aquatic Control, Inc. (Rebecca Jania)
- C-21. Review/Approval of contract addendum with Rundell Ernstberger Assoc. (Dave Williams)
- C-22. Review/Approval of contract with Rundell Ernstberger Assoc. for Gateway Sidewalk Design (Dave Williams)
- C-23. Review/Approval of MOU with Collegiate Development for sidewalk construction in Miller Showers Park (Dave Williams)

- |       |  |  |                  |
|-------|--|--|------------------|
| C-24. | Review/Approval of contract with White Buffalo                 |  | (Steve Cotter)   |
| C-25. | Review/Approval of partnership agreement with Middle Way House |  | (Erin Hatch)     |
| C-26. | Review/Approval of contract with Bartlett Tree Experts         |  | (Erin Hatch)     |
| C-27. | Review/Approval of addendum to Farmers' Market Contracts       |  | (Marcia Veldman) |
| C-28. | Review/Approval of fee additions to the 2020 Price Schedule    |  | (Becky Higgins)  |

**D.     REPORTS**

- |      |                         |   |                              |                  |
|------|-------------------------|---|------------------------------|------------------|
| D-1. | Operation Division      | - |                              |                  |
| D-2. | Recreation Division     | - |                              |                  |
| D-3. | Sports Division         | - |                              |                  |
| D-4. | Administration Division | - | Bicentennial Gateway Designs | (Paula McDevitt) |
|      |                         |   | Trail Branding Design        | (Julie Ramey)    |

**ADJOURNMENT**

*Statement on public meetings during public health emergency:*

*As a result of Executive Orders issued by the Governor, the Council and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:*

- allowing members of the Council or its committees to participate in meetings electronically;*
- posting notices and agendas for meetings solely by electronic means;*
- using electronic meeting platforms to allow for remote public attendance and participation (when possible);*
- encouraging the public to watch meetings via Community Access Television Services broadcast or FB livestream, and encouraging remote submissions of public comment (via email, to [mcdevitp@bloomington.in.gov](mailto:mcdevitp@bloomington.in.gov) or during FB livestream).*



CITY OF BLOOMINGTON  
parks and recreation

A-1

04-28-2020

Board of Park Commissioners  
Regular Meeting  
Minutes

Tuesday, March 24, 2019  
4:00 p.m. – 5:30 p.m.

Council Chambers  
401 N. Morton St.

**CALL TO ORDER**

The meeting was called to order by Kathleen Mills at 4:00 p.m.

**Board Present:** Kathleen Mills, Les Coyne, and Israel Herrera

**Staff Present:** Paula McDevitt, Dave Williams, Becky Higgins, Julie Ramey, Kim Clapp, Marcia Veldman.

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of February 25, 2020 meeting
- A-2. Approval of Claims Submitted February 24, 2020 through March 23, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

*Less Coyne* made a motion to approve the consent calendar. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken, motion unanimously carried 3-0.

**B. PUBLIC HEARINGS/APPEARANCES - None**

**B-1. Appeal of Park Suspension - None**

**B-2. Public Comment Period - None**

**B-3. Bravo Award – None**

**B-4. Parks Partner Award – None**

**B-5. Staff Introduction – None**

**B-6 Staff Recognition – None**

**C. OTHER BUSINESS**

**C-1 Review/Approval of 2020 Food and Beverage Artisan Fees**

*Becky Higgins, Recreation Services Division Director*, staff is recommending approval of 7.5% of gross sales fee for the 2020 Food and Beverage Artisans including Food Cart/Push Cart vending. Estimated revenue is \$39,000 and would equal approximately 37% of all revenue received. A deficit of \$50,764 and cost recovery of 68% is projected for 2020.

*The Board received public comments regarding the amendment to the 2020 Food and Beverage Artisan Fees.*

**Board Comments:** *Kathleen Mills requested* Becky Higgins respond to the comments.

*Becky Higgins responded*, the Department is determining how to proceed with the restrictions caused by COVID-19. Due to the COVID-19, the department will waive Farm Vendors and Food and Beverage Artisans fees during the month of April. The advice of the Farmers' Market Advisory Council, along with many other items, was taken into consideration when determining the 2020 Food and Beverage Artesian fees. The department is lowering the 2020 Food and Beverage Artisans fees, and is dedicated to reevaluate all Farmers' Market fees for 2021.

*Kathleen Mills commented*, waiving April fees is a gesture of good will to the vendors. The Board understands the vendors' frustration with the 7.5% 2020 fee rate. At that 7.5% level, the department will be looking at a \$50,764 deficit. Reevaluation the 2021 fees is an excellent idea.

*Less Coyne* made a motion to approve the 2020 Food and Beverage Artisan Fees. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

### **C-2 Review/Approval of 2020 Food and Beverage Artisan Contract Template**

*Marcia Veldman, Farmers Market Program Coordinator* staff recommends the approval of the 2020 Farmers' Market Food and Beverage Artisans Agreement and the 2020 Food Truck/Push Cart Agreement templates. These agreements outlines the policies and expectations of the vendors and department. These templates have been revised to include language consistent with the Farm Vendor Contract and Handbook.

*Less Coyne* made a motion to approve the 2020 Food and Beverage Artisan Contract Template. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

### **C-3 Review/Approval of 2020 Food and Beverage Artisans**

*Marcia Veldman, Farmers' Market Program Coordinator* a committee made up of three Farmers' Market Advisory Council members and two Market staff reviewed the proposal and recommend the following food vendors for the 2020 season: continue agreement with Brown County Coffee, Feast, Piccoli Dolci, Scholars Inn Bakehouse, Sazon, Chris Voster, enter into contracts with Muddy Forks Farm, Wild Alaska Salmon, Pili's Party Taco, BloomingBowls, space sharing Aahaa Chai, Needmore Coffee, Bloomingtea, Lick, Pie First Bakery, 3 Dogs and a Mom, Sweet Claire, and Ana Leon-Viveros.

*Less Coyne* made a motion to approve the 2020 Food and Beverage Artisans. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

### **C-4 Review/Approval of Jazzercise Partnership Agreement Amendment**

*Rebecca Higgins, Recreation Service Division Director* on March 26, 2019 the department entered into a partnership with Kristin Heeter, Jazzercise Franchise Owner to provide a quality health and wellness program. Due to schedules and staffing the 2020 partnership is currently under negotiations. The department wishes to amend the original agreement, extending termination date from March 31, 2020 to May 1, 2020. Both parties mutually agree to the recommend changes to Paragraph three of Article 2, Duration of Agreement.

*Less Coyne* made a motion to approve the amendment to the Jazzercise Partnership. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

### **C-5 Review/Approval of Plant-A-Row Partnership**

*Rebecca Higgins, Recreation Service Division Director* in order to provide people in need with fresh, locally produced food, the Department wishes to continue the partnership with Hilltop Gardens at Indianan University, Bloomingfoods, Mother Hubbard's Cupboard, and Hoosier Hills Food Bank in the community support program, Plant-a-Row for the

Hungry. The purpose of this Agreement is to outline a program partnership which will encourage members of the Bloomington community, and vendors at the Bloomington Community Farmers' Market to grow food with the intention of donating it to those in need. No major changes have been made to this agreement.

*Less Coyne* made a motion to approve the Plant-A-Row partnership. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

**C-6. Review/Approval of Partnership with Monroe County Civic Theater, Inc.**

*Rebecca Higgins, Recreation Service Division Director* the purpose of this Agreement is to outline a program partnership which will provide for greater services in theater programming and production by combining available resources from each partner. To provide free performances of "Shakespeare in the Park" in Waldron, Hill, and Buskirk Park for the Bloomington community. This year's production, is "All's Well That Ends Well" Staff recommend the approval of this partnership with Monroe County Civic Theater, Inc.

**Board Comments:** *Israel Herrera inquired*, when the performance will take place, the length of the contract, and the length of the partnership.

*Kathleen Mills responded*, the performances will be in June, the partnership is for one year, and this is the 31<sup>st</sup> year for the partnership.

*Less Coyne* made a motion to approve the partnership with Monroe County Civic Theater. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

**C-7. Review/Approval of Contract with Herrel Fish, Inc.**

*Rebecca Higgins, Recreation Services Division Director* the Department wishes to manage emergency and/or standard repairs, services and maintenance, while meeting all public work project requirements. The Department requires the services of qualified vendors to provide routine/emergency HVAC repair at Banneker Community Center and Alison-Jukebox. Staff recommends the approval of the 2020 service agreements with Herrel Fish, Inc., total cost will not exceed \$4,000.

*Less Coyne* made a motion to approve the contract with Herrel Fish, Inc. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

**C-8. Review/Approval of Contract with Educational Furniture**

*Rebecca Higgins, Recreation Services Division Director*, the Department wishes to make much needed updates at Banneker Community Center. The Department requires the services of a qualified vendor to deliver and install furniture, cabinetry and counter tops at the Banneker Community Center. Cost will not exceed \$45,000, and is funded by grant funding from Regional Opportunity Initiatives Inc.

**Board Comments:** *Les Coyne* thanked Regional Opportunity Initiatives Inc. for the grant.

*Less Coyne* made a motion to approve the contract with Educational Furniture. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

**C-9 Review/Approval of Contract with Eco Logic LLC.**

*Dave Williams, Operations Director* the Department wishes to determine and document the health of plant communities at Griffy Lake Nature Preserve. The Department requires the services of a professional consultant to continue the vegetation monitoring on 12 transects, and to monitor browse on both herbaceous and woody vegetation. The results will be compared to previous years data to determine whether there has been a decline, increase, or no statistical change in the amount of deer browse at Griffy Lake. Cost will not exceed \$8,986. Staff recommends approval of this contract with Eco Logic, LLC.

*Less Coyne* made a motion to approve the contract with Eco Logic LLC. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

**C-10 Review/Approval of Partnership with BCT Management, Inc.**

*Paula McDevitt, Director* the Department wishes to renew the Agreement with BCT Management, Inc. (BCTM) to continue to manage and operate the Buskirk-Chumley Theater (BCT). The BCTM is an Indiana non-profit corporation which has the capacity and commitment to manage the BCT as an accessible and affordable community resource. The Agreement offers and promotes entertainment services to the public.

Funding of \$55,000, will be provided in the 2020 City Council budget to assist BCTM with duties related to their operation of the Theater. The City’s Consolidated TIF fund, will provide \$74,000 for building related improvement to the BCT. The Parks Operations General Fund, will provide \$15,000 for replacement eligible facility maintenance repairs. Total support for the BCT in 2020 will be \$144,000. Staff recommends approval of this partnerships with BCT Management, Inc.

**Board Comments:** *Kathleen Mills inquired* why the total funding amount was down from 2019 budget.

*Paula McDevitt responded,* in 2019 the Parks Operations Division General Fund was higher and was used to cover the carpet replacement.

*Israel Herrera inquired* if the City Council funding of \$55,000 was the same in 2019.

*Paula McDevitt responded,* yes, it is the same amount.

*Israel Herrera stated,* BCT Management, Inc. does a great job of managing the theater.

*Less Coyne* made a motion to approve the partnership with BCT Management, Inc. *Israel Herrera* seconded the motion.

*Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

**C-11 Review/Approval of Trademark License Agreement Request with Bloomington Creative Glass Center.**

*Paula McDevitt, Director* the Department wishes to grant Bloomington Creative Glass Center a limited, royalty-free license, with no right to sublicense, the use of the City B-Line trademark in connection with its B-Line Rambles program. A monthly event, where participants will be encouraged to walk along the B-line Trail and experience various artistic demonstrations. Staff recommends approval of this agreement.

**Board Comments:** *Les Coyne stated,* it is a good use of the trademark.

*Israel Herrera inquired,* the date of the events.

*Paula responded,* due to COVID-19 the start date was changed from April to May.

*Less Coyne* made a motion to approve the license agreement with Bloomington Creative Glass Center. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

*Paula McDevitt, Director* the Parks Department along with all City Departments, are working together and responding to COVID- 19 guidelines and regulations. The department continues to post all closing and updates as they occur. Playgrounds will be closed. The community is encouraged, while keeping social distancing, to take breaks outside, walk the trails, and spend time in the greenspace. The Park Commissioners next meeting will be held on Tuesday, April 28, 2020.

**D REPORTS**

D-1 Operations – No Report

D-2. Recreation Division – No Report

D-3 Operations Division – No Report

D-4 Administration – No Report

**ADJOURNMENT**

Meeting adjourned at 5:10 p.m.

Respectfully Submitted,

*Kim Clapp*

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Kim Clapp  
Secretary Board of Park Commissioners



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181000 - Administration</b>										
Account <b>52420 - Other Supplies</b>										
8002 - Safeguard Business Systems, INC	033993695	18-Deposit Tickets Multiple Locations	Paid by EFT # 34600		03/24/2020	03/24/2020	04/03/2020		04/03/2020	530.51
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>530.51</u>
Account <b>53210 - Telephone</b>										
1079 - AT&T	84949485503092	18- Long Distance Charges February	Paid by Check # 71474		03/23/2020	03/23/2020	03/23/2020		03/24/2020	45.68
1079 - AT&T	81234937000320	18-Landline Feb 20-March 19, 20	Paid by Check # 71473		03/23/2020	03/23/2020	03/23/2020		03/24/2020	2,068.35
13969 - AT&T Mobility II, LLC	289748920X0319	18-Cell Phone Feb 12 - March 11	Paid by Check # 71490		03/23/2020	03/23/2020	03/23/2020		03/24/2020	31.24
								Account <b>53210 - Telephone</b> Totals	Invoice Transactions 3	<u>2,145.27</u>
								Program <b>181000 - Administration</b> Totals	Invoice Transactions 4	<u>2,675.78</u>
Program <b>181100 - Marketing</b>										
Account <b>52420 - Other Supplies</b>										
54546 - Charles Y Coghlan, DMD (Office Easel)	91431	18-Parks branded hand sanitizer	Paid by EFT # 34484		03/24/2020	03/24/2020	04/03/2020		04/03/2020	707.50
53442 - Paragon Micro, INC	898415	18-Second Monitor for Community Relations	Paid by EFT # 34586		03/24/2020	03/24/2020	04/03/2020		04/03/2020	149.99
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2	<u>857.49</u>
Account <b>52430 - Uniforms and Tools</b>										
11693 - The Award Center, INC	59709	18-Name badges (1-ACE intern 2-SYP General	Paid by EFT # 34626		03/24/2020	03/24/2020	04/03/2020		04/03/2020	45.00
								Account <b>52430 - Uniforms and Tools</b> Totals	Invoice Transactions 1	<u>45.00</u>
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	289748920X0319	18-Cell Phone Feb 12 - March 11	Paid by Check # 71490		03/23/2020	03/23/2020	03/23/2020		03/24/2020	41.64
								Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1	<u>41.64</u>
Account <b>53310 - Printing</b>										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7919	18-Banneker Camp 3-part carbonless	Paid by EFT # 34496		03/24/2020	03/24/2020	04/03/2020		04/03/2020	210.00
818 - Everywhere Signs, LLC	56269	18-Garden plots for rent banners Switchyard and	Paid by EFT # 34511		03/24/2020	03/24/2020	04/03/2020		04/03/2020	384.00
818 - Everywhere Signs, LLC	56274	18- Additional parking at Woodlawn yard signs	Paid by EFT # 34511		03/24/2020	03/24/2020	04/03/2020		04/03/2020	40.00
53125 - Mr. Copy, INC	34500	18-April Kids Kraze	Paid by EFT # 34576		03/24/2020	03/24/2020	04/03/2020		04/03/2020	83.47
								Account <b>53310 - Printing</b> Totals	Invoice Transactions 4	<u>717.47</u>



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

**Account 53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959_3120	18-February Hoosier Times display ads &	Paid by EFT # 34516	03/24/2020	03/24/2020	04/03/2020	04/03/2020	1,199.23
203 - INDIANA UNIVERSITY	NONO246	18-Camp Fair ad for Kid City counselors	Paid by Check # 71508	03/24/2020	03/24/2020	04/03/2020	04/03/2020	329.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1200230252	18-Triva Series 30-sec spots on WBWB	Paid by EFT # 34608	03/24/2020	03/24/2020	04/03/2020	04/03/2020	500.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1200230177	18-Triva Series 30-sec spots on WHCC	Paid by EFT # 34608	03/24/2020	03/24/2020	04/03/2020	04/03/2020	500.00

Account **53320 - Advertising** Totals Invoice Transactions 4 \$2,528.23

**Account 53990 - Other Services and Charges**

129 - FedEx Office and Print Service, INC 021100040989		18-Lower Cascades road conversion park map	Paid by EFT # 34513	03/24/2020	03/24/2020	04/03/2020	04/03/2020	45.17
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Account **53990 - Other Services and Charges** Totals Invoice Transactions 1 \$45.17

Program **181100 - Marketing** Totals Invoice Transactions 13 \$4,235.00

**Program 182001 - Aquatics - Bryan Pool**

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	289748920X0319	18-Cell Phone Feb 12 - March 11	Paid by Check # 71490	03/23/2020	03/23/2020	03/23/2020	03/24/2020	31.24
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Account **53210 - Telephone** Totals Invoice Transactions 1 \$31.24

Program **182001 - Aquatics - Bryan Pool** Totals Invoice Transactions 1 \$31.24

**Program 182002 - Aquatics - Mills Pool**

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	289748920X0319	18-Cell Phone Feb 12 - March 11	Paid by Check # 71490	03/23/2020	03/23/2020	03/23/2020	03/24/2020	86.90
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Account **53210 - Telephone** Totals Invoice Transactions 1 \$86.90

Program **182002 - Aquatics - Mills Pool** Totals Invoice Transactions 1 \$86.90

**Program 182500 - Frank Southern Center**

**Account 52240 - Fuel and Oil**

2708 - AmeriGas Propane, LP	3103897716	18-FSC Propane forZamboni	Paid by EFT # 34452	03/24/2020	03/24/2020	04/03/2020	04/03/2020	158.92
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Account **52240 - Fuel and Oil** Totals Invoice Transactions 1 \$158.92

**Account 53170 - Mgt. Fee, Consultants, and Workshops**

204 - State Of Indiana	273882 030420	FSC US Dept of Homeland Security	Paid by Check # 71518	03/24/2020	03/24/2020	04/03/2020	04/03/2020	25.00
204 - State Of Indiana	273881 030420	FSC US Dept of Homeland Security	Paid by Check # 71518	03/24/2020	03/24/2020	04/03/2020	04/03/2020	25.00
204 - State Of Indiana	235576 030420	FSC US Dept of Homeland Security	Paid by Check # 71518	03/24/2020	03/24/2020	04/03/2020	04/03/2020	25.00
204 - State Of Indiana	181529 030420	FSC US Dept of Homeland Security	Paid by Check # 71518	03/24/2020	03/24/2020	04/03/2020	04/03/2020	25.00

Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals Invoice Transactions 4 \$100.00



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

**Account 53630 - Machinery and Equipment Repairs**

4902 - DEEM, LLC	934594	18 FSC Service Call to look at oil cooler pump	Paid by EFT # 34502	03/24/2020	03/24/2020	04/03/2020	04/03/2020	661.75	
							Account <b>53630 - Machinery and Equipment Repairs</b> Totals	Invoice Transactions 1	<u>\$661.75</u>

**Account 53650 - Other Repairs**

4283 - Accurate Cutting Technologies, INC	54587	18 FSC Blade Sharpening for Zamboni	Paid by EFT # 34446	03/24/2020	03/24/2020	04/03/2020	04/03/2020	65.40	
							Account <b>53650 - Other Repairs</b> Totals	Invoice Transactions 1	<u>\$65.40</u>

**Account 53950 - Landfill**

2260 - Republic Services, INC	0694-002506767	18-Landfill April Service	Paid by EFT # 34594	03/24/2020	03/24/2020	04/03/2020	04/03/2020	112.00	
							Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	<u>\$112.00</u>
							Program <b>182500 - Frank Southern Center</b> Totals	Invoice Transactions 8	<u>\$1,098.07</u>

**Program 183500 - Golf Services**

**Account 52210 - Institutional Supplies**

5819 - Synchrony Bank	8111	18 - GC Institutional Supplies	Paid by Check # 71520	03/24/2020	03/24/2020	04/03/2020	04/03/2020	86.98	
							Account <b>52210 - Institutional Supplies</b> Totals	Invoice Transactions 1	<u>\$86.98</u>

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	289748920X031920	18-Cell Phone Feb 12 - March 11	Paid by Check # 71490	03/23/2020	03/23/2020	03/23/2020	03/24/2020	44.69	
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1	<u>\$44.69</u>

**Account 53530 - Water and Sewer**

4175 - The Stables Events, LLC (Izzy's Rentals)	10069	18 - GC Port a let	Paid by EFT # 34630	03/24/2020	03/24/2020	04/03/2020	04/03/2020	85.00	
							Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 1	<u>\$85.00</u>

**Account 53950 - Landfill**

2260 - Republic Services, INC	0694-002505118	18-Landfill April Service	Paid by EFT # 34594	03/24/2020	03/24/2020	04/03/2020	04/03/2020	234.00	
							Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	<u>\$234.00</u>
							Program <b>183500 - Golf Services</b> Totals	Invoice Transactions 4	<u>\$450.67</u>

**Program 184000 - Natural Resources**

**Account 52420 - Other Supplies**

4394 - Richardson Enterprises of Blqtn, LLC (FastSigns)	INV-10207	18-(2) 18"x12" aluminum signs for	Paid by EFT # 34596	03/24/2020	03/24/2020	04/03/2020	04/03/2020	75.00	
5819 - Synchrony Bank	466736396339	18-Amazon Green Light Pointer Natural Resource	Paid by EFT # 34620	03/24/2020	03/24/2020	04/03/2020	04/03/2020	17.79	
5819 - Synchrony Bank	979833493689	18-Amazon Measurement Rope for	Paid by EFT # 34620	03/24/2020	03/24/2020	04/03/2020	04/03/2020	24.46	
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 3	<u>\$117.25</u>

**Account 53210 - Telephone**



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

13969 - AT&T Mobility II, LLC	289748920X0319	18-Cell Phone Feb 12 - March 11	Paid by Check # 71490	03/23/2020	03/23/2020	03/23/2020	03/24/2020	72.88	
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1	<u>\$72.88</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>									
4175 - The Stables Events, LLC (Izzy's Rentals)	10039	18-Wapehani Restroom Service	Paid by EFT # 34630	03/24/2020	03/24/2020	04/03/2020	04/03/2020	20.00	
							Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice Transactions 1	<u>\$20.00</u>
<b>Account 53990 - Other Services and Charges</b>									
50335 - Aquatic Control, INC	182047	18-Griffy LARE Management Plan	Paid by EFT # 34454	03/24/2020	03/24/2020	04/03/2020	04/03/2020	700.00	
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	<u>\$700.00</u>
							Program <b>184000 - Natural Resources</b> Totals	Invoice Transactions 6	<u>\$910.13</u>
<b>Program 185000 - Twin Lakes Recreation Center</b>									
<b>Account 52420 - Other Supplies</b>									
5819 - Synchrony Bank	467653553787	18-Amazon Poster Frames for Twin Lakes	Paid by EFT # 34620	03/24/2020	03/24/2020	04/03/2020	04/03/2020	26.49	
5819 - Synchrony Bank	976979373964	18-Amazon Poster Frames for Twin Lakes	Paid by EFT # 34620	03/24/2020	03/24/2020	04/03/2020	04/03/2020	78.18	
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2	<u>\$104.67</u>
							Program <b>185000 - Twin Lakes Recreation Center</b> Totals	Invoice Transactions 2	<u>\$104.67</u>
<b>Program 186500 - Community Events</b>									
<b>Account 52420 - Other Supplies</b>									
53005 - Menards, INC	45597 2020	18 - Tool Box	Paid by Check # 71511	03/24/2020	03/24/2020	04/03/2020	04/03/2020	79.98	
5819 - Synchrony Bank	488736859359	18-Amazon Games/Movies/Supplies/	Paid by EFT # 34620	03/24/2020	03/24/2020	04/03/2020	04/03/2020	21.90	
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2	<u>\$101.88</u>
							Program <b>186500 - Community Events</b> Totals	Invoice Transactions 2	<u>\$101.88</u>
<b>Program 186502 - Community Events-Gardens</b>									
<b>Account 52420 - Other Supplies</b>									
409 - Black Lumber Co. INC	432996	18-grade stakes and cable ties	Paid by EFT # 34468	03/24/2020	03/24/2020	04/03/2020	04/03/2020	16.98	
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>\$16.98</u>
							Program <b>186502 - Community Events-Gardens</b> Totals	Invoice Transactions 1	<u>\$16.98</u>
<b>Program 187001 - Adult Sports-Softball</b>									
<b>Account 52230 - Garage and Motor Supplies</b>									
476 - Southern Indiana Parts, INC (Napa Auto Parts)	307415	18 TLSP starters for 2 kubota zero turns	Paid by EFT # 34610	03/24/2020	03/24/2020	04/03/2020	04/03/2020	623.98	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	308013	18 TLSP Oil filter for kubota	Paid by EFT # 34610	03/24/2020	03/24/2020	04/03/2020	04/03/2020	52.72	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	308020	18 TLSP battery for kubota	Paid by EFT # 34610	03/24/2020	03/24/2020	04/03/2020	04/03/2020	108.99	



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

				Account <b>52230 - Garage and Motor Supplies</b> Totals		Invoice Transactions 3		\$785.69
<b>Account 52240 - Fuel and Oil</b>								
476 - Southern Indiana Parts, INC (Napa Auto Parts)	308731	18 TLSP Oil for Toro	Paid by EFT # 34610	03/24/2020	03/24/2020	04/03/2020	04/03/2020	37.98
				Account <b>52240 - Fuel and Oil</b> Totals		Invoice Transactions 1		\$37.98
<b>Account 53210 - Telephone</b>								
13969 - AT&T Mobility II, LLC	289748920X0319	18-Cell Phone Feb 12 - March 11	Paid by Check # 71490	03/23/2020	03/23/2020	03/23/2020	03/24/2020	26.90
				Account <b>53210 - Telephone</b> Totals		Invoice Transactions 1		\$26.90
<b>Account 53950 - Landfill</b>								
2260 - Republic Services, INC	0694-002506778	18-Landfill April Service	Paid by EFT # 34594	03/24/2020	03/24/2020	04/03/2020	04/03/2020	225.00
				Account <b>53950 - Landfill</b> Totals		Invoice Transactions 1		\$225.00
				Program <b>187001 - Adult Sports-Softball</b> Totals		Invoice Transactions 6		\$1,075.57
<b>Program 187202 - Youth Sports-Winslow</b>								
<b>Account 52340 - Other Repairs and Maintenance</b>								
394 - Kleindorfer Hardware & Variety	646434	18 - Winslow Zippy Ties for Dugouts/keys	Paid by EFT # 34553	03/24/2020	03/24/2020	04/03/2020	04/03/2020	282.19
53038 - Mid America Sales Associates	415263-00	18 - Winslow field drag	Paid by EFT # 34567	03/24/2020	03/24/2020	04/03/2020	04/03/2020	413.50
				Account <b>52340 - Other Repairs and Maintenance</b> Totals		Invoice Transactions 2		\$695.69
				Program <b>187202 - Youth Sports-Winslow</b> Totals		Invoice Transactions 2		\$695.69
<b>Program 187500 - Banneker</b>								
<b>Account 43220 - Facility Rentals</b>								
Erica Makurat	2020-00000429	Refund - All Types	Paid by Check # 71541	03/24/2020	03/24/2020	04/03/2020	04/03/2020	90.00
Mandy Stewart	2020-00000430	Refund - All Types	Paid by Check # 71548	03/24/2020	03/24/2020	04/03/2020	04/03/2020	90.00
				Account <b>43220 - Facility Rentals</b> Totals		Invoice Transactions 2		\$180.00
<b>Account 52420 - Other Supplies</b>								
394 - Kleindorfer Hardware & Variety	676403	18-BBCC-Keys and Cleaning Supplies	Paid by EFT # 34553	03/24/2020	03/24/2020	04/03/2020	04/03/2020	73.41
5819 - Synchrony Bank	488736859359	18-Amazon Games/Movies/Supplies/	Paid by EFT # 34620	03/24/2020	03/24/2020	04/03/2020	04/03/2020	181.15
				Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 2		\$254.56
<b>Account 53990 - Other Services and Charges</b>								
204 - State Of Indiana	61970	18-Background Checks Banneker Seasonal Staff	Paid by Check # 71516	03/24/2020	03/24/2020	04/03/2020	04/03/2020	21.00
204 - State Of Indiana	61963	18-Background Checks Seasonal Banneker Staff	Paid by Check # 71516	03/24/2020	03/24/2020	04/03/2020	04/03/2020	7.00
				Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 2		\$28.00



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

Program <b>187500 - Banneker</b> Totals				Invoice Transactions 6					<u>\$462.56</u>
Program <b>188001 - Inclusive Recreation</b>									
Account <b>53210 - Telephone</b>									
13969 - AT&T Mobility II, LLC	289748920X0319	18-Cell Phone Feb 12 - March 11	Paid by Check # 71490	03/23/2020	03/23/2020	03/23/2020	03/24/2020		13.45
Account <b>53210 - Telephone</b> Totals				Invoice Transactions 1					<u>\$13.45</u>
Program <b>188001 - Inclusive Recreation</b> Totals				Invoice Transactions 1					<u>\$13.45</u>
Program <b>189000 - Operations</b>									
Account <b>52210 - Institutional Supplies</b>									
53005 - Menards, INC	45606	18-broom, 6 roller mops	Paid by Check # 71511	03/24/2020	03/24/2020	04/03/2020	04/03/2020		77.12
53005 - Menards, INC	45233	18-cleaner and sanitizer	Paid by Check # 71511	03/24/2020	03/24/2020	04/03/2020	04/03/2020		25.97
4526 - Momar, INC (Handyman)	PSI331100	18-Graffiti Removal Product:(2) cs ea Blister	Paid by EFT # 34572	03/24/2020	03/24/2020	04/03/2020	04/03/2020		807.16
Account <b>52210 - Institutional Supplies</b> Totals				Invoice Transactions 3					<u>\$910.25</u>
Account <b>52230 - Garage and Motor Supplies</b>									
476 - Southern Indiana Parts, INC (Napa Auto Parts)	308130	18-AA vehicle wipes	Paid by EFT # 34610	03/24/2020	03/24/2020	04/03/2020	04/03/2020		9.98
476 - Southern Indiana Parts, INC (Napa Auto Parts)	309345	18-battery brush, nut-bolt	Paid by EFT # 34610	03/24/2020	03/24/2020	04/03/2020	04/03/2020		11.28
Account <b>52230 - Garage and Motor Supplies</b> Totals				Invoice Transactions 2					<u>\$21.26</u>
Account <b>52310 - Building Materials and Supplies</b>									
1537 - Indiana Door & Hardware Specialties, INC	4947AA	18-HM door w/ narrow vision/closer/hinges/brus	Paid by Check # 71507	03/24/2020	03/24/2020	04/03/2020	04/03/2020		860.00
394 - Kleindorfer Hardware & Variety	646224	18-elbows and coupler	Paid by EFT # 34553	03/24/2020	03/24/2020	04/03/2020	04/03/2020		20.80
394 - Kleindorfer Hardware & Variety	646330	18-Hand Sanitizer	Paid by EFT # 34553	03/24/2020	03/24/2020	04/03/2020	04/03/2020		12.99
53005 - Menards, INC	45680	18-swing elbow, pvc elbow, swing pipe	Paid by Check # 71511	03/24/2020	03/24/2020	04/03/2020	04/03/2020		86.54
53005 - Menards, INC	45575	18-treated lumber, concrete mix, barrier	Paid by Check # 71511	03/24/2020	03/24/2020	04/03/2020	04/03/2020		273.70
Account <b>52310 - Building Materials and Supplies</b> Totals				Invoice Transactions 5					<u>\$1,254.03</u>
Account <b>52340 - Other Repairs and Maintenance</b>									
5415 - Allied Wholesale Electrical Supply, LLC	5553202	18-supplies from Olcott Pk to JCMS	Paid by EFT # 34451	03/24/2020	03/24/2020	04/03/2020	04/03/2020		263.22
409 - Black Lumber Co. INC	433966	18-anchor to anchor down port a jon	Paid by EFT # 34468	03/24/2020	03/24/2020	04/03/2020	04/03/2020		5.61
394 - Kleindorfer Hardware & Variety	646123	18-steel rod	Paid by EFT # 34553	03/24/2020	03/24/2020	04/03/2020	04/03/2020		10.49
394 - Kleindorfer Hardware & Variety	676949	18-screws, nut driver for new TP dispensers	Paid by EFT # 34553	03/24/2020	03/24/2020	04/03/2020	04/03/2020		32.48



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

394 - Kleindorfer Hardware & Variety	676719	18-1 case of spray paint for RCA garbage cans	Paid by EFT # 34553	03/24/2020	03/24/2020	04/03/2020	04/03/2020	26.95	
394 - Kleindorfer Hardware & Variety	676442	18-roof sealant for shed at ops	Paid by EFT # 34553	03/24/2020	03/24/2020	04/03/2020	04/03/2020	7.99	
53005 - Menards, INC	45052	18-sand for Cascades Rd	Paid by Check # 71511	03/24/2020	03/24/2020	04/03/2020	04/03/2020	144.00	
53005 - Menards, INC	45099	18-materials to fix Schmaltz platform	Paid by Check # 71511	03/24/2020	03/24/2020	04/03/2020	04/03/2020	37.37	
786 - Richard's Small Engine, INC	372355	18-motor-starter	Paid by EFT # 34595	03/24/2020	03/24/2020	04/03/2020	04/03/2020	225.00	
							Account <b>52340 - Other Repairs and Maintenance</b> Totals	Invoice Transactions 9	<u>\$753.11</u>
<b>Account 52420 - Other Supplies</b>									
7192 - Adolph Kiefer & Assoc, LLC (The Lifeguard Store)	INV958405	18-(2) Auqatrek wheel chairs for use @ SYP	Paid by EFT # 34448	03/24/2020	03/24/2020	04/03/2020	04/03/2020	2,728.00	
818 - Everywhere Signs, LLC	56258	18-(8) 12"x18" single-side dibond signs for	Paid by EFT # 34511	03/24/2020	03/24/2020	04/03/2020	04/03/2020	550.00	
394 - Kleindorfer Hardware & Variety	676190	18-picsticks	Paid by EFT # 34553	03/24/2020	03/24/2020	04/03/2020	04/03/2020	18.99	
394 - Kleindorfer Hardware & Variety	647269	18-cable, screw, clamp	Paid by EFT # 34553	03/24/2020	03/24/2020	04/03/2020	04/03/2020	14.37	
394 - Kleindorfer Hardware & Variety	676076	18-hose clamps	Paid by EFT # 34553	03/24/2020	03/24/2020	04/03/2020	04/03/2020	17.96	
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 5	<u>\$3,329.32</u>
<b>Account 52430 - Uniforms and Tools</b>									
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93402	18-Screened logo tees for seasonal staff	Paid by EFT # 34621	03/24/2020	03/24/2020	04/03/2020	04/03/2020	773.00	
							Account <b>52430 - Uniforms and Tools</b> Totals	Invoice Transactions 1	<u>\$773.00</u>
<b>Account 53210 - Telephone</b>									
13969 - AT&T Mobility II, LLC	289748920X031920	18-Cell Phone Feb 12 - March 11	Paid by Check # 71490	03/23/2020	03/23/2020	03/23/2020	03/24/2020	248.55	
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1	<u>\$248.55</u>
<b>Account 53610 - Building Repairs</b>									
1537 - Indiana Door & Hardware Specialties, INC	4947AA	18-HM door w/ narrow vision/closer/hinges/brus	Paid by Check # 71507	03/24/2020	03/24/2020	04/03/2020	04/03/2020	450.00	
							Account <b>53610 - Building Repairs</b> Totals	Invoice Transactions 1	<u>\$450.00</u>
<b>Account 53650 - Other Repairs</b>									
3660 - Christman Enterprises LLC (Roto Rooter Plumbers)	6056611	18-Snaking of drain line @ Cem's/Ops Office	Paid by EFT # 34485	03/24/2020	03/24/2020	04/03/2020	04/03/2020	295.52	
3585 - Gosport Manufacturing Co., INC	367864	18-Repairs to shade sail canopy on B-Line Trail	Paid by EFT # 34519	03/24/2020	03/24/2020	04/03/2020	04/03/2020	60.00	
							Account <b>53650 - Other Repairs</b> Totals	Invoice Transactions 2	<u>\$355.52</u>
<b>Account 53730 - Machinery and Equipment Rental</b>									
177 - Indiana Oxygen Company, INC	9425214	18-5-yr lease on (2) welding tanks for shop	Paid by EFT # 34534	03/24/2020	03/24/2020	04/03/2020	04/03/2020	441.35	



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

2974 - MacAllister Machinery Co, INC	R67351541501	18-Rental of articulating boom lift for IT work @	Paid by EFT # 34563	03/24/2020	03/24/2020	04/03/2020	04/03/2020	981.00	
							Account <b>53730 - Machinery and Equipment Rental</b> Totals	Invoice Transactions 2	<u>\$1,422.35</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>									
19171 - Aramark Uniform & Career Apparel Group, INC	1824281948	18-Uniform & mat cleaning services for the	Paid by EFT # 34455	03/24/2020	03/24/2020	04/03/2020	04/03/2020	21.27	
19171 - Aramark Uniform & Career Apparel Group, INC	1824291239	18-Uniform & mat cleaning services for the	Paid by EFT # 34455	03/24/2020	03/24/2020	04/03/2020	04/03/2020	21.27	
4175 - The Stables Events, LLC (Izzy's Rentals)	10040	18-Service only of (6) & service & cleaning of (2)	Paid by EFT # 34630	03/24/2020	03/24/2020	04/03/2020	04/03/2020	690.00	
							Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice Transactions 3	<u>\$732.54</u>
<b>Account 53950 - Landfill</b>									
60 - Monroe County Solid Waste Management District	2020-23	18-Disposal of (4) old pc's found in SYM	Paid by Check # 71512	03/24/2020	03/24/2020	04/03/2020	04/03/2020	80.00	
							Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	<u>\$80.00</u>
<b>Account 53990 - Other Services and Charges</b>									
448 - Donald R Goodwin (Bullseye Utility Locating)	2178	18-Locating for utilities @ Olcott Park for	Paid by EFT # 34517	03/24/2020	03/24/2020	04/03/2020	04/03/2020	170.00	
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	<u>\$170.00</u>
<b>Account 54420 - Purchase of Equipment</b>									
5481 - Bright Equipment, INC (BobCat of Indy)	E00511	18-MT85 Mini Track Loader w/ 44" bucket &	Paid by EFT # 34475	03/24/2020	03/24/2020	04/03/2020	04/03/2020	27,123.32	
2974 - MacAllister Machinery Co, INC	R67348047401	18-185 psi tow-behind air compressor w/ 100'	Paid by EFT # 34563	03/24/2020	03/24/2020	04/03/2020	04/03/2020	21,305.00	
							Account <b>54420 - Purchase of Equipment</b> Totals	Invoice Transactions 2	<u>\$48,428.32</u>
							Program <b>189000 - Operations</b> Totals	Invoice Transactions 38	<u>\$58,928.25</u>
<b>Program 189006 - Switchyard Property</b>									
<b>Account 52210 - Institutional Supplies</b>									
51857 - Flex-Pac, INC	I266357	18 SYP Institutional Supplies	Paid by Check # 71505	03/24/2020	03/24/2020	04/03/2020	04/03/2020	355.76	
							Account <b>52210 - Institutional Supplies</b> Totals	Invoice Transactions 1	<u>\$355.76</u>
<b>Account 52420 - Other Supplies</b>									
394 - Kleindorfer Hardware & Variety	678484	18 SYP Misc Hardware	Paid by EFT # 34553	03/24/2020	03/24/2020	04/03/2020	04/03/2020	76.52	
394 - Kleindorfer Hardware & Variety	678430	18-doorstop, handle holder	Paid by EFT # 34553	03/24/2020	03/24/2020	04/03/2020	04/03/2020	11.26	
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2	<u>\$87.78</u>
							Program <b>189006 - Switchyard Property</b> Totals	Invoice Transactions 3	<u>\$443.54</u>
<b>Program 189500 - Landscaping</b>									
<b>Account 52430 - Uniforms and Tools</b>									
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93402	18-Screened logo tees for seasonal staff	Paid by EFT # 34621	03/24/2020	03/24/2020	04/03/2020	04/03/2020	342.00	



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

				Account <b>52430 - Uniforms and Tools</b> Totals	Invoice Transactions 1			\$342.00
<b>Account 53130 - Medical</b>								
231 - Indiana University Health Bloomington, INC	00104521-00	18- Hep A/B vaccines	Paid by EFT # 34536	03/24/2020	03/24/2020	04/03/2020	04/03/2020	143.00
231 - Indiana University Health Bloomington, INC	00104520-00	18- Hep A/B vaccines	Paid by EFT # 34536	03/24/2020	03/24/2020	04/03/2020	04/03/2020	143.00
				Account <b>53130 - Medical</b> Totals	Invoice Transactions 2			\$286.00
				Program <b>189500 - Landscaping</b> Totals	Invoice Transactions 3			\$628.00
<b>Program 189501 - Cemeteries</b>								
<b>Account 52230 - Garage and Motor Supplies</b>								
3958 - Kenney Outdoor Solutions, Corp	X06024	18- hydraulic hose for Toro mower	Paid by EFT # 34548	03/24/2020	03/24/2020	04/03/2020	04/03/2020	134.51
				Account <b>52230 - Garage and Motor Supplies</b> Totals	Invoice Transactions 1			\$134.51
<b>Account 52430 - Uniforms and Tools</b>								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93402	18-Screened logo tees for seasonal staff	Paid by EFT # 34621	03/24/2020	03/24/2020	04/03/2020	04/03/2020	133.00
				Account <b>52430 - Uniforms and Tools</b> Totals	Invoice Transactions 1			\$133.00
<b>Account 53210 - Telephone</b>								
13969 - AT&T Mobility II, LLC	289748920X0319 20	18-Cell Phone Feb 12 - March 11	Paid by Check # 71490	03/23/2020	03/23/2020	03/23/2020	03/24/2020	13.45
				Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1			\$13.45
				Program <b>189501 - Cemeteries</b> Totals	Invoice Transactions 3			\$280.96
<b>Program 189503 - Urban Forestry</b>								
<b>Account 52430 - Uniforms and Tools</b>								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93402	18-Screened logo tees for seasonal staff	Paid by EFT # 34621	03/24/2020	03/24/2020	04/03/2020	04/03/2020	123.00
				Account <b>52430 - Uniforms and Tools</b> Totals	Invoice Transactions 1			\$123.00
<b>Account 53210 - Telephone</b>								
13969 - AT&T Mobility II, LLC	289748920X0319 20	18-Cell Phone Feb 12 - March 11	Paid by Check # 71490	03/23/2020	03/23/2020	03/23/2020	03/24/2020	135.36
				Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1			\$135.36
				Program <b>189503 - Urban Forestry</b> Totals	Invoice Transactions 2			\$258.36
				Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions 106			\$72,497.70
				Fund <b>200 - Parks and Recreation Gen (S1301)</b> Totals	Invoice Transactions 106			\$72,497.70
<b>Fund 201 - Parks and Rec Non Reverting</b>								
<b>Department 18 - Parks &amp; Recreation</b>								
<b>Program 181100 - Marketing</b>								
<b>Account 52420 - Other Supplies</b>								
11693 - The Award Center, INC	59739	18-2020 Parks Partner plaque—IU School of	Paid by EFT # 34626	03/24/2020	03/24/2020	04/03/2020	04/03/2020	30.00



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

				Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1			\$30.00
				Program <b>181100 - Marketing</b> Totals	Invoice Transactions 1			\$30.00
<b>Program 182500 - Frank Southern Center</b>								
<b>Account 43220 - Facility Rentals</b>								
Gegana May	2020-00000451	Refund - All Types	Paid by Check # 71543	03/24/2020	03/24/2020	04/03/2020	04/03/2020	100.00
				Account <b>43220 - Facility Rentals</b> Totals	Invoice Transactions 1			\$100.00
<b>Account 52420 - Other Supplies</b>								
798 - Winters Associates Promotional Products, INC	113202	18 FSC T-Shirts for Ice Show	Paid by EFT # 34645	03/24/2020	03/24/2020	04/03/2020	04/03/2020	301.44
				Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1			\$301.44
				Program <b>182500 - Frank Southern Center</b> Totals	Invoice Transactions 2			\$401.44
<b>Program 183500 - Golf Services</b>								
<b>Account 52330 - Street , Alley, and Sewer Material</b>								
38 - B & B Food Distributors, INC	193497	18-hot dogs/foil sheets	Paid by EFT # 34460	03/24/2020	03/24/2020	04/03/2020	04/03/2020	270.66
5969 - Coca Cola Bottling CO. Consolidated	2054203973	18 - Cascades Bottled Drinks	Paid by EFT # 34494	03/24/2020	03/24/2020	04/03/2020	04/03/2020	571.25
138 - Gooldy & Sons, INC	H 0272	18 - 3-compartment sink	Paid by EFT # 34518	03/24/2020	03/24/2020	04/03/2020	04/03/2020	1,455.00
				Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice Transactions 3			\$2,296.91
<b>Account 52420 - Other Supplies</b>								
53005 - Menards, INC	45055	18-lumber exchange	Paid by Check # 71511	03/24/2020	03/24/2020	04/03/2020	04/03/2020	1.99
53005 - Menards, INC	45050	18-treated lumber	Paid by Check # 71511	03/24/2020	03/24/2020	04/03/2020	04/03/2020	9.98
				Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2			\$11.97
				Program <b>183500 - Golf Services</b> Totals	Invoice Transactions 5			\$2,308.88
<b>Program 183501 - Golf Course - Pro Shop</b>								
<b>Account 52330 - Street , Alley, and Sewer Material</b>								
4072 - Acushnet Company	908811042	18 - Clubs, balls, gloves & misc	Paid by Check # 71499	03/24/2020	03/24/2020	04/03/2020	04/03/2020	1,934.92
4072 - Acushnet Company	908831869	18 - Clubs, balls, gloves & misc	Paid by Check # 71499	03/24/2020	03/24/2020	04/03/2020	04/03/2020	1,554.29
4072 - Acushnet Company	908821046	18 - Clubs, balls, gloves & misc	Paid by Check # 71499	03/24/2020	03/24/2020	04/03/2020	04/03/2020	896.84
4072 - Acushnet Company	908804534	18 - Clubs, balls, gloves, shoes, bags	Paid by Check # 71499	03/24/2020	03/24/2020	04/03/2020	04/03/2020	107.35
4072 - Acushnet Company	908831870	18 - Clubs, balls, gloves, shoes, bags	Paid by Check # 71499	03/24/2020	03/24/2020	04/03/2020	04/03/2020	2,537.17
4072 - Acushnet Company	908760584	18 - Clubs, balls, gloves, shoes, bags	Paid by Check # 71499	03/24/2020	03/24/2020	04/03/2020	04/03/2020	2,483.32



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

4072 - Acushnet Company	908760583	18 - Clubs, balls, gloves, shoes, bags	Paid by Check # 71499	03/24/2020	03/24/2020	04/03/2020	04/03/2020	303.74
4072 - Acushnet Company	908783788	18 - Clubs, balls, gloves, shoes, bags	Paid by Check # 71499	03/24/2020	03/24/2020	04/03/2020	04/03/2020	3,022.14
4072 - Acushnet Company	908791475	18 - Clubs, balls, gloves, shoes, bags	Paid by Check # 71499	03/24/2020	03/24/2020	04/03/2020	04/03/2020	468.09
4072 - Acushnet Company	908791470	18 - Clubs, balls, gloves, shoes, bags	Paid by Check # 71499	03/24/2020	03/24/2020	04/03/2020	04/03/2020	103.74
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1336789	18 - Custom Towels	Paid by Check # 71501	03/24/2020	03/24/2020	04/03/2020	04/03/2020	696.49
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1336793	18 - Towels & Ball Retrievers	Paid by Check # 71501	03/24/2020	03/24/2020	04/03/2020	04/03/2020	612.47
53619 - Ping, INC	15062253	18 - Credit Memo	Paid by EFT # 34590	03/24/2020	03/24/2020	04/03/2020	04/03/2020	(13.98)
53619 - Ping, INC	15129348	18 - Clubs, bags, misc merchandise	Paid by EFT # 34590	03/24/2020	03/24/2020	04/03/2020	04/03/2020	2,525.54
53619 - Ping, INC	15129345	18 - Clubs, bags, misc merchandise	Paid by EFT # 34590	03/24/2020	03/24/2020	04/03/2020	04/03/2020	1,118.30
53619 - Ping, INC	15107938	18 - Clubs, bags, misc merchandise	Paid by EFT # 34590	03/24/2020	03/24/2020	04/03/2020	04/03/2020	642.12
<b>Account 52330 - Street , Alley, and Sewer Material Totals</b>						Invoice Transactions 16		<b>\$18,992.54</b>
<b>Program 183501 - Golf Course - Pro Shop Totals</b>						Invoice Transactions 16		<b>\$18,992.54</b>
<b>Program 184500 - Youth Services -Juke Box</b>								
<b>Account 43220 - Facility Rentals</b>								
Donna Hooks	2020-0000446	Refund - All Types	Paid by Check # 71538	03/24/2020	03/24/2020	04/03/2020	04/03/2020	110.00
<b>Account 43220 - Facility Rentals Totals</b>						Invoice Transactions 1		<b>\$110.00</b>
<b>Account 43270 - Registration Fees</b>								
Donald Bevis	2020-0000442	Refund - All Types	Paid by Check # 71526	03/24/2020	03/24/2020	04/03/2020	04/03/2020	94.00
Tim Boland	2020-0000434	Refund - All Types	Paid by Check # 71527	03/24/2020	03/24/2020	04/03/2020	04/03/2020	94.00
Alex Cartwright	2020-0000432	Refund - All Types	Paid by Check # 71528	03/24/2020	03/24/2020	04/03/2020	04/03/2020	94.00
Karl Cessna	2020-0000435	Refund - All Types	Paid by Check # 71529	03/24/2020	03/24/2020	04/03/2020	04/03/2020	108.00
Michelle Cole	2020-0000443	Refund - All Types	Paid by Check # 71530	03/24/2020	03/24/2020	04/03/2020	04/03/2020	94.00
Dennis Duvali	2020-0000436	Refund - All Types	Paid by Check # 71532	03/24/2020	03/24/2020	04/03/2020	04/03/2020	54.00
David Jenkins	2020-0000437	Refund - All Types	Paid by Check # 71540	03/24/2020	03/24/2020	04/03/2020	04/03/2020	108.00
Jane Matranga	2020-0000438	Refund - All Types	Paid by Check # 71542	03/24/2020	03/24/2020	04/03/2020	04/03/2020	47.00



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

Sally McGuire	2020-00000440	Refund - All Types	Paid by Check # 71544	03/24/2020	03/24/2020	04/03/2020	04/03/2020	94.00
Edward Stephenson	2020-00000441	Refund - All Types	Paid by Check # 71546	03/24/2020	03/24/2020	04/03/2020	04/03/2020	94.00
Bo Stewart	2020-00000433	Refund - All Types	Paid by Check # 71547	03/24/2020	03/24/2020	04/03/2020	04/03/2020	47.00
						Account <b>43270 - Registration Fees</b> Totals	Invoice Transactions 11	<u>928.00</u>
						Program <b>184500 - Youth Services -Juke Box</b> Totals	Invoice Transactions 12	<u>\$1,038.00</u>
<b>Program 184501 - Youth Services-Kid City Camps</b>								
<b>Account 43270 - Registration Fees</b>								
Leslie Gardner	2020-00000427	Refund - All Types	Paid by Check # 71533	03/24/2020	03/24/2020	04/03/2020	04/03/2020	225.00
Sara Waters	2020-00000428	Refund - All Types	Paid by Check # 71549	03/24/2020	03/24/2020	04/03/2020	04/03/2020	160.00
						Account <b>43270 - Registration Fees</b> Totals	Invoice Transactions 2	<u>\$385.00</u>
<b>Account 52420 - Other Supplies</b>								
5819 - Synchrony Bank	488736859359	18-Amazon Games/Movies/Supplies/	Paid by EFT # 34620	03/24/2020	03/24/2020	04/03/2020	04/03/2020	435.32
5819 - Synchrony Bank	5636	18-Kid City Supplies	Paid by Check # 71520	03/24/2020	03/24/2020	04/03/2020	04/03/2020	116.98
						Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2	<u>\$552.30</u>
						Program <b>184501 - Youth Services-Kid City Camps</b> Totals	Invoice Transactions 4	<u>\$937.30</u>
<b>Program 185000 - Twin Lakes Recreation Center</b>								
<b>Account 52210 - Institutional Supplies</b>								
5819 - Synchrony Bank	8878	18 - TLRC Facility Institutional Supplies	Paid by Check # 71520	03/24/2020	03/24/2020	04/03/2020	04/03/2020	107.00
						Account <b>52210 - Institutional Supplies</b> Totals	Invoice Transactions 1	<u>\$107.00</u>
<b>Account 52310 - Building Materials and Supplies</b>								
53005 - Menards, INC	45614	18-metal stud, 8" blade, carpet trowel, metal	Paid by Check # 71511	03/24/2020	03/24/2020	04/03/2020	04/03/2020	84.49
						Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice Transactions 1	<u>\$84.49</u>
<b>Account 53610 - Building Repairs</b>								
392 - Koorsen Fire & Security, INC	5055144	18 - TLRC Fire Alarm System Repairs	Paid by EFT # 34554	03/24/2020	03/24/2020	04/03/2020	04/03/2020	825.98
						Account <b>53610 - Building Repairs</b> Totals	Invoice Transactions 1	<u>\$825.98</u>
<b>Account 53650 - Other Repairs</b>								
5605 - Photizo, LLC (Fish Window Cleaning)	3120-11124	18 - TLRC Gutter Cleaning	Paid by EFT # 34589	03/24/2020	03/24/2020	04/03/2020	04/03/2020	225.00
						Account <b>53650 - Other Repairs</b> Totals	Invoice Transactions 1	<u>\$225.00</u>
<b>Account 53950 - Landfill</b>								
2260 - Republic Services, INC	0694-002507403	18-Landfill April Service	Paid by EFT # 34594	03/24/2020	03/24/2020	04/03/2020	04/03/2020	225.00



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

			Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1			\$225.00	
			Program <b>185000 - Twin Lakes Recreation Center</b> Totals	Invoice Transactions 5			\$1,467.47	
<b>Program 185002 - TLRC-Health &amp; Wellness</b> <b>Account 53940 - Temporary Contractual Employee</b>								
6161 - Morgan Ashley Banks	031220	18-TLRC Fitness Specialist	Paid by EFT # 34461	03/24/2020	03/24/2020	04/03/2020	04/03/2020	100.00
7207 - Ayaa Elgoharry	031220	18-TLRC Fitness Specialist	Paid by EFT # 34506	03/24/2020	03/24/2020	04/03/2020	04/03/2020	62.50
5274 - Catherine T Gossett	031320	18-TLRC Fitness Specialist	Paid by EFT # 34520	03/24/2020	03/24/2020	04/03/2020	04/03/2020	175.00
7085 - Anna Khachatryan	031020	18-TLRC Fitness Specialist	Paid by EFT # 34550	03/24/2020	03/24/2020	04/03/2020	04/03/2020	100.00
7086 - Rivkah L Moore	010920	18-TLRC Fitness Specialist	Paid by EFT # 34574	03/24/2020	03/24/2020	04/03/2020	04/03/2020	31.25
14093 - Allana Radecki	031420	18-TLRC Fitness Specialist	Paid by EFT # 34593	03/24/2020	03/24/2020	04/03/2020	04/03/2020	250.00
1973 - Megan M Stark	031520	18-TLRC Fitness Specialist	Paid by EFT # 34613	03/24/2020	03/24/2020	04/03/2020	04/03/2020	162.50
			Account <b>53940 - Temporary Contractual Employee</b> Totals	Invoice Transactions 7			\$881.25	
			Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals	Invoice Transactions 7			\$881.25	
<b>Program 185003 - TLRC-Basketball</b> <b>Account 53940 - Temporary Contractual Employee</b>								
5377 - James D Acton	031020	18-Basketball Official	Paid by EFT # 34447	03/24/2020	03/24/2020	04/03/2020	04/03/2020	160.00
7184 - Larry Branam	031120	18-Basketball Official	Paid by EFT # 34474	03/24/2020	03/24/2020	04/03/2020	04/03/2020	260.00
20105 - Brandon B Chambers	031120	18-Basketball Official	Paid by EFT # 34483	03/24/2020	03/24/2020	04/03/2020	04/03/2020	60.00
6806 - Joshua Clein	030220	18-Basketball Official	Paid by EFT # 34491	03/24/2020	03/24/2020	04/03/2020	04/03/2020	60.00
7276 - Kaitlyn Clementi	031220	18-TLRC Fitness Specialist	Paid by EFT # 34493	03/24/2020	03/24/2020	04/03/2020	04/03/2020	137.50
7147 - Keith E Crittenden	031220	18-Basketball Official	Paid by EFT # 34499	03/24/2020	03/24/2020	04/03/2020	04/03/2020	40.00
7271 - Floyd L Hawkins	031220	18-Basketball Official	Paid by EFT # 34528	03/24/2020	03/24/2020	04/03/2020	04/03/2020	220.00
5005 - Jon Mitchel Hillenburg	031020	18-Basketball Official	Paid by EFT # 34531	03/24/2020	03/24/2020	04/03/2020	04/03/2020	80.00
6285 - Peter LaMagna	030520	18-Basketball Official	Paid by EFT # 34558	03/24/2020	03/24/2020	04/03/2020	04/03/2020	40.00
6240 - Timothy A Lemper	031020	18-Basketball Official	Paid by EFT # 34559	03/24/2020	03/24/2020	04/03/2020	04/03/2020	140.00
6800 - Robert M Morgan	031220	18-Basketball Official	Paid by EFT # 34575	03/24/2020	03/24/2020	04/03/2020	04/03/2020	140.00



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

6741 - William Pahl	030320	18-Basketball Official	Paid by EFT # 34585	03/24/2020	03/24/2020	04/03/2020	04/03/2020	80.00
7156 - Anthony Sipes	031120	18-Basketball Official	Paid by EFT # 34606	03/24/2020	03/24/2020	04/03/2020	04/03/2020	60.00
7287 - Mark Stemme	030520	18-Basketball Official	Paid by EFT # 34614	03/24/2020	03/24/2020	04/03/2020	04/03/2020	100.00
7126 - Mickayla Wenzel	031220	18-Basketball Official	Paid by EFT # 34642	03/24/2020	03/24/2020	04/03/2020	04/03/2020	280.00
Account <b>53940 - Temporary Contractual Employee</b> Totals							Invoice Transactions 15	<u>\$1,857.50</u>
Program <b>185003 - TLRC-Basketball</b> Totals							Invoice Transactions 15	<u>\$1,857.50</u>
Program <b>185006 - TLRC-Concessions</b>								
Account <b>52330 - Street , Alley, and Sewer Material</b>								
5819 - Synchrony Bank	933543983589	18-Amazon Scott's Carolina Barbecue Sauce	Paid by EFT # 34620	03/24/2020	03/24/2020	04/03/2020	04/03/2020	8.73
5819 - Synchrony Bank	966655759473	18-Amazon Barbecue Sauce for Concession	Paid by EFT # 34620	03/24/2020	03/24/2020	04/03/2020	04/03/2020	26.19
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals							Invoice Transactions 2	<u>\$34.92</u>
Program <b>185006 - TLRC-Concessions</b> Totals							Invoice Transactions 2	<u>\$34.92</u>
Program <b>186500 - Community Events</b>								
Account <b>52420 - Other Supplies</b>								
5819 - Synchrony Bank	899457874464	18-Amazon Spray Chalk for Community Events	Paid by EFT # 34620	03/24/2020	03/24/2020	04/03/2020	04/03/2020	31.58
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 1	<u>\$31.58</u>
Account <b>53210 - Telephone</b>								
13969 - AT&T Mobility II, LLC	289748920X0319 20	18-Cell Phone Feb 12 - March 11	Paid by Check # 71490	03/23/2020	03/23/2020	03/23/2020	03/24/2020	13.45
Account <b>53210 - Telephone</b> Totals							Invoice Transactions 1	<u>\$13.45</u>
Program <b>186500 - Community Events</b> Totals							Invoice Transactions 2	<u>\$45.03</u>
Program <b>186502 - Community Events-Gardens</b>								
Account <b>53940 - Temporary Contractual Employee</b>								
5905 - Steven B.G. Stewart	03122020	18-Community Garden Class Instruction	Paid by EFT # 34616	03/24/2020	03/24/2020	04/03/2020	04/03/2020	75.00
Account <b>53940 - Temporary Contractual Employee</b> Totals							Invoice Transactions 1	<u>\$75.00</u>
Program <b>186502 - Community Events-Gardens</b> Totals							Invoice Transactions 1	<u>\$75.00</u>
Program <b>186503 - Community Events-Farmers' Market</b>								
Account <b>52420 - Other Supplies</b>								
5880 - Indiana Clothing Co. (X- Printwear)	21115	18- Market T-Shirts	Paid by EFT # 34533	03/24/2020	03/24/2020	04/03/2020	04/03/2020	1,272.00
5880 - Indiana Clothing Co. (X- Printwear)	21116	18- Market T-shirts	Paid by EFT # 34533	03/24/2020	03/24/2020	04/03/2020	04/03/2020	540.00
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 2	<u>\$1,812.00</u>
Account <b>53210 - Telephone</b>								



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

13969 - AT&T Mobility II, LLC	289748920X0319	18-Cell Phone Feb 12 - March 11	Paid by Check # 71490	03/23/2020	03/23/2020	03/23/2020	03/24/2020	41.64	
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1	\$41.64
							Program <b>186503 - Community Events-Farmers' Market</b> Totals	Invoice Transactions 3	\$1,853.64
Program <b>186506 - Performing Art Series</b>									
Account <b>52420 - Other Supplies</b>									
5819 - Synchrony Bank	548338533738	18-Amazon Young Frankenstein Movies in	Paid by EFT # 34620	03/24/2020	03/24/2020	04/03/2020	04/03/2020	19.95	
5819 - Synchrony Bank	488736859359	18-Amazon Games/Movies/Supplies/	Paid by EFT # 34620	03/24/2020	03/24/2020	04/03/2020	04/03/2020	66.10	
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2	\$86.05
							Program <b>186506 - Performing Art Series</b> Totals	Invoice Transactions 2	\$86.05
Program <b>189006 - Switchyard Property</b>									
Account <b>43220 - Facility Rentals</b>									
Kayla Bashore	2020-00000379	Refund - All Types	Paid by Check # 71525	03/24/2020	03/24/2020	04/03/2020	04/03/2020	150.00	
Congregation Beth Shalom	2020-00000444	Refund - All Types	Paid by Check # 71531	03/24/2020	03/24/2020	04/03/2020	04/03/2020	300.00	
Ryan Paquette	2020-00000403	Refund - All Types	Paid by Check # 71545	03/24/2020	03/24/2020	04/03/2020	04/03/2020	360.00	
							Account <b>43220 - Facility Rentals</b> Totals	Invoice Transactions 3	\$810.00
Account <b>52420 - Other Supplies</b>									
53005 - Menards, INC	45576	18 SYP Misc Hardware, Cleaning Supplies	Paid by Check # 71511	03/24/2020	03/24/2020	04/03/2020	04/03/2020	85.99	
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	\$85.99
							Program <b>189006 - Switchyard Property</b> Totals	Invoice Transactions 4	\$895.99
Program <b>G19005 - 2019 Griffy LARE</b>									
Account <b>53990 - Other Services and Charges</b>									
50335 - Aquatic Control, INC	182047	18-Griffy LARE Management Plan	Paid by EFT # 34454	03/24/2020	03/24/2020	04/03/2020	04/03/2020	2,800.00	
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	\$2,800.00
							Program <b>G19005 - 2019 Griffy LARE</b> Totals	Invoice Transactions 1	\$2,800.00
Program <b>G20002 - Banneker ROI</b>									
Account <b>52420 - Other Supplies</b>									
6222 - Apple, INC	AB35868513	18-BBCC-ROI iPads	Paid by EFT # 34453	03/24/2020	03/24/2020	04/03/2020	04/03/2020	1,062.00	
6222 - Apple, INC	AB36010124	18-BBCC-ROI iPads	Paid by EFT # 34453	03/24/2020	03/24/2020	04/03/2020	04/03/2020	899.10	
6222 - Apple, INC	AB36004194	18-BBCC-ROI iPads	Paid by EFT # 34453	03/24/2020	03/24/2020	04/03/2020	04/03/2020	5,382.00	
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 3	\$7,343.10
Account <b>54450 - Equipment</b>									



# Accounts Payable by G/L Distribution Report

Invoice Date Range 03/23/20 - 04/03/20

4258 - Zesco Products, INC	SO367447	18-BBCC-ROI Kitchen Appliances	Paid by EFT # 34647	03/24/2020	03/24/2020	04/03/2020	04/03/2020	26,744.26
						Account <b>54450 - Equipment</b> Totals	Invoice Transactions 1	\$26,744.26
						Program <b>G20002 - Banneker ROI</b> Totals	Invoice Transactions 4	\$34,087.36
						Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions 86	\$67,792.37
						Fund <b>201 - Parks and Rec Non Reverting</b> Totals	Invoice Transactions 86	\$67,792.37
<b>Fund 977 - Parks 2016 GO Bond Proceeds</b>								
Department <b>18 - Parks &amp; Recreation</b>								
Program <b>18016E - 2016 E BPP 9 C H MP PR SO TLRCSA</b>								
Account <b>54510 - Other Capital Outlays</b>								
18844 - First Financial Bank, N.A.	HFI, TLRC App #6	18-GOB Project HVAC replacement at TLRC	Paid by Check # 71504	03/24/2020	03/24/2020	04/03/2020	04/03/2020	2,170.91
321 - Harrell Fish, INC (HFI)	HFI, TLRC App 6	18-GOB Project HVAC replacement at TLRC	Paid by EFT # 34527	03/24/2020	03/24/2020	04/03/2020	04/03/2020	41,247.30
						Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions 2	\$43,418.21
						Program <b>18016E - 2016 E BPP 9 C H MP PR SO TLRCSA</b> Totals	Invoice Transactions 2	\$43,418.21
						Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions 2	\$43,418.21
						Fund <b>977 - Parks 2016 GO Bond Proceeds</b> Totals	Invoice Transactions 2	\$43,418.21
<b>Fund 980 - 2018 BicentennialBnd Prcd900030</b>								
Department <b>18 - Parks &amp; Recreation</b>								
Program <b>18018B - Griffy Loop Trail Lower Cascades</b>								
Account <b>54510 - Other Capital Outlays</b>								
818 - Everywhere Signs, LLC	56261	18-(26) signs for the Lower CC's Park road	Paid by EFT # 34511	03/24/2020	03/24/2020	04/03/2020	04/03/2020	3,410.00
						Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions 1	\$3,410.00
						Program <b>18018B - Griffy Loop Trail Lower Cascades</b> Totals	Invoice Transactions 1	\$3,410.00
						Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions 1	\$3,410.00
						Fund <b>980 - 2018 BicentennialBnd Prcd900030</b> Totals	Invoice Transactions 1	\$3,410.00
						Grand Totals	Invoice Transactions 195	\$187,118.28

**REGISTER OF CLAIMS**

**Board: Parks & Recreation**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
4/3/2020	Claims				187,118.28
					<u>187,118.28</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of **181** claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 187,118.28

**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 \_\_\_\_\_



# Board of Parks & Rec Claim Register

Invoice Date Range 04/06/20 - 04/17/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181000 - Administration</b>										
Account <b>53230 - Travel</b>										
3560 - First Financial Bank / Credit Cards	67404612	18- Air fare for McDevitt to attend conference	Paid by Check # 71595		04/07/2020	04/07/2020	04/17/2020		04/17/2020	446.35
							Account <b>53230 - Travel</b> Totals	Invoice Transactions 1		<u>446.35</u>
Account <b>53750 - Rentals - Other</b>										
933 - United States Postal Service	2020 Annual	18-Post Office Box Annual Rental Fee #848	Paid by Check # 71610		04/07/2020	04/07/2020	04/17/2020		04/17/2020	410.00
							Account <b>53750 - Rentals - Other</b> Totals	Invoice Transactions 1		<u>410.00</u>
							Program <b>181000 - Administration</b> Totals	Invoice Transactions 2		<u>856.35</u>
Program <b>181100 - Marketing</b>										
Account <b>53320 - Advertising</b>										
6580 - Sound Management, LLC (WBWB/WHCC)	March/April 2020	18-30-second radio spots on WBWB WHCC	Paid by EFT # 34813		04/07/2020	04/07/2020	04/17/2020		04/17/2020	2,000.00
							Account <b>53320 - Advertising</b> Totals	Invoice Transactions 1		<u>2,000.00</u>
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	1215709	18- annual subscriptions	Paid by Check # 71595		04/07/2020	04/07/2020	04/17/2020		04/17/2020	480.00
3560 - First Financial Bank / Credit Cards	324-2217-51722B	18- Jot Form	Paid by Check # 71595		04/07/2020	04/07/2020	04/17/2020		04/17/2020	390.00
							Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice Transactions 2		<u>870.00</u>
Account <b>53990 - Other Services and Charges</b>										
129 - FedEx Office and Print Service, INC	021100041035	18-Signs for Griffy Lake	Paid by EFT # 34734		04/07/2020	04/07/2020	04/17/2020		04/17/2020	137.65
6830 - Andrew Lambert (Lambert Consulting)	1578	18-Social media management Cascades	Paid by EFT # 34768		04/07/2020	04/07/2020	04/17/2020		04/17/2020	300.00
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 2		<u>437.65</u>
							Program <b>181100 - Marketing</b> Totals	Invoice Transactions 5		<u>3,307.65</u>
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	3730010032020	18-Electrical Charges for March	Paid by Check # 71584		04/06/2020	04/06/2020	04/06/2020		04/09/2020	(74.81)
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1		<u>(74.81)</u>
							Program <b>182001 - Aquatics - Bryan Pool</b> Totals	Invoice Transactions 1		<u>(74.81)</u>
Program <b>182002 - Aquatics - Mills Pool</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	3730010032020	18-Electrical Charges for March	Paid by Check # 71584		04/06/2020	04/06/2020	04/06/2020		04/09/2020	(175.18)



# Board of Parks & Rec Claim Register

Invoice Date Range 04/06/20 - 04/17/20

				Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1			<u>(\$175.18)</u>
				Program <b>182002 - Aquatics - Mills Pool</b> Totals	Invoice Transactions 1			<u>(\$175.18)</u>
<b>Program 182500 - Frank Southern Center</b>								
<b>Account 52240 - Fuel and Oil</b>								
2708 - AmeriGas Propane, LP	3104388212	18 FSC Propane for Zamboni	Paid by EFT # 34681	04/07/2020	04/07/2020	04/17/2020	04/17/2020	84.10
476 - Southern Indiana Parts, INC (Napa Auto Parts)	309940	18 TLSP Oil filter, battery, brake fluid for	Paid by EFT # 34815	04/07/2020	04/07/2020	04/17/2020	04/17/2020	166.96
476 - Southern Indiana Parts, INC (Napa Auto Parts)	309942	18 TLSP Oil filter, battery, brake fluid for	Paid by EFT # 34815	04/07/2020	04/07/2020	04/17/2020	04/17/2020	13.98
				Account <b>52240 - Fuel and Oil</b> Totals	Invoice Transactions 3			<u>\$265.04</u>
<b>Account 52420 - Other Supplies</b>								
394 - Kleindorfer Hardware & Variety	647312	18 TLSP Bolts and Washers for Mower	Paid by EFT # 34765	04/07/2020	04/07/2020	04/17/2020	04/17/2020	1.01
6262 - Koenig Equipment, INC	P14430	18 TLSP Trimmer Blower	Paid by EFT # 34766	04/07/2020	04/07/2020	04/17/2020	04/17/2020	549.79
53005 - Menards, INC	45933	18 FSC Pain Supplies for SW Stairs	Paid by Check # 71603	04/07/2020	04/07/2020	04/17/2020	04/17/2020	81.96
				Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 3			<u>\$632.76</u>
<b>Account 53510 - Electrical Services</b>								
223 - Duke Energy	3730010 032020	18-Electrical Charges for March	Paid by Check # 71584	04/06/2020	04/06/2020	04/06/2020	04/09/2020	6,796.09
				Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1			<u>\$6,796.09</u>
<b>Account 53730 - Machinery and Equipment Rental</b>								
2974 - MacAllister Machinery Co, INC	R6735264560 1	18 TLSP Forklift rental for beacon order	Paid by EFT # 34771	04/07/2020	04/07/2020	04/17/2020	04/17/2020	396.00
				Account <b>53730 - Machinery and Equipment Rental</b> Totals	Invoice Transactions 1			<u>\$396.00</u>
				Program <b>182500 - Frank Southern Center</b> Totals	Invoice Transactions 8			<u>\$8,089.89</u>
<b>Program 183500 - Golf Services</b>								
<b>Account 52210 - Institutional Supplies</b>								
5819 - Synchrony Bank	9564	18 - GC Institutional Supplies	Paid by Check # 71608	04/07/2020	04/07/2020	04/17/2020	04/17/2020	28.44
				Account <b>52210 - Institutional Supplies</b> Totals	Invoice Transactions 1			<u>\$28.44</u>
<b>Account 53510 - Electrical Services</b>								
223 - Duke Energy	3730010 032020	18-Electrical Charges for March	Paid by Check # 71584	04/06/2020	04/06/2020	04/06/2020	04/09/2020	899.50
				Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1			<u>\$899.50</u>
<b>Account 53730 - Machinery and Equipment Rental</b>								
4046 - Heritage-Crystal Clean, INC	16192476	18 - Parts Cleaner	Paid by EFT # 34748	04/07/2020	04/07/2020	04/17/2020	04/17/2020	189.14
				Account <b>53730 - Machinery and Equipment Rental</b> Totals	Invoice Transactions 1			<u>\$189.14</u>



# Board of Parks & Rec Claim Register

Invoice Date Range 04/06/20 - 04/17/20

Program <b>183500 - Golf Services</b> Totals				Invoice Transactions 3					\$1,117.08
Program <b>184000 - Natural Resources</b>									
Account <b>52340 - Other Repairs and Maintenance</b>									
394 - Kleindorfer Hardware & Variety	646334	18-gloves, SMS	Paid by EFT # 34765	04/07/2020	04/07/2020	04/17/2020	04/17/2020		4.61
Account <b>52340 - Other Repairs and Maintenance</b> Totals				Invoice Transactions 1					\$4.61
Account <b>53510 - Electrical Services</b>									
223 - Duke Energy	3730010 032020	18-Electrical Charges for March	Paid by Check # 71584	04/06/2020	04/06/2020	04/06/2020	04/09/2020		31.14
Account <b>53510 - Electrical Services</b> Totals				Invoice Transactions 1					\$31.14
Program <b>184000 - Natural Resources</b> Totals				Invoice Transactions 2					\$35.75
Program <b>187001 - Adult Sports-Softball</b>									
Account <b>52230 - Garage and Motor Supplies</b>									
476 - Southern Indiana Parts, INC (Napa 309463 Auto Parts)		18 TLSP Oil Filter and Battery for Mower	Paid by EFT # 34815	04/07/2020	04/07/2020	04/17/2020	04/17/2020		142.48
Account <b>52230 - Garage and Motor Supplies</b> Totals				Invoice Transactions 1					\$142.48
Account <b>52420 - Other Supplies</b>									
394 - Kleindorfer Hardware & Variety	647295	18- TLSP Misc. Hardware- Zip Ties	Paid by EFT # 34765	04/07/2020	04/07/2020	04/17/2020	04/17/2020		46.47
Account <b>52420 - Other Supplies</b> Totals				Invoice Transactions 1					\$46.47
Account <b>53510 - Electrical Services</b>									
223 - Duke Energy	3730010 032020	18-Electrical Charges for March	Paid by Check # 71584	04/06/2020	04/06/2020	04/06/2020	04/09/2020		1,184.84
Account <b>53510 - Electrical Services</b> Totals				Invoice Transactions 1					\$1,184.84
Program <b>187001 - Adult Sports-Softball</b> Totals				Invoice Transactions 3					\$1,373.79
Program <b>187202 - Youth Sports-Winslow</b>									
Account <b>53510 - Electrical Services</b>									
223 - Duke Energy	3730010 032020	18-Electrical Charges for March	Paid by Check # 71584	04/06/2020	04/06/2020	04/06/2020	04/09/2020		(80.63)
Account <b>53510 - Electrical Services</b> Totals				Invoice Transactions 1					(\$80.63)
Account <b>53950 - Landfill</b>									
2260 - Republic Services, INC	0694- 002512627	18-Landfill	Paid by EFT # 34800	04/07/2020	04/07/2020	04/17/2020	04/17/2020		367.68
Account <b>53950 - Landfill</b> Totals				Invoice Transactions 1					\$367.68
Program <b>187202 - Youth Sports-Winslow</b> Totals				Invoice Transactions 2					\$287.05
Program <b>187208 - Youth Sports-Olcott</b>									
Account <b>53510 - Electrical Services</b>									
223 - Duke Energy	3730010 032020	18-Electrical Charges for March	Paid by Check # 71584	04/06/2020	04/06/2020	04/06/2020	04/09/2020		80.65
Account <b>53510 - Electrical Services</b> Totals				Invoice Transactions 1					\$80.65



# Board of Parks & Rec Claim Register

Invoice Date Range 04/06/20 - 04/17/20

Program <b>187208 - Youth Sports-Olcott</b> Totals				Invoice Transactions 1				\$80.65
Program <b>187500 - Banneker</b>								
Account <b>53510 - Electrical Services</b>								
223 - Duke Energy	3730010 032020	18-Electrical Charges for March	Paid by Check # 71584	04/06/2020	04/06/2020	04/06/2020	04/09/2020	245.62
Account <b>53510 - Electrical Services</b> Totals				Invoice Transactions 1				\$245.62
Account <b>53990 - Other Services and Charges</b>								
20041 - Eric Schedler	022020	18-BBCC-Family Dance	Paid by EFT # 34807	04/07/2020	04/07/2020	04/17/2020	04/17/2020	450.00
Account <b>53990 - Other Services and Charges</b> Totals				Invoice Transactions 1				\$450.00
Program <b>187500 - Banneker</b> Totals				Invoice Transactions 2				\$695.62
Program <b>189000 - Operations</b>								
Account <b>52210 - Institutional Supplies</b>								
4549 - Kroger Limited Partnership I	359433	18-(20) containers hand sanitizing wipes for	Paid by Check # 71602	04/07/2020	04/07/2020	04/17/2020	04/17/2020	63.76
313 - Fastenal Company	INBLM218020	18-gloves, fusion plug, caution tape	Paid by EFT # 34733	04/07/2020	04/07/2020	04/17/2020	04/17/2020	251.22
313 - Fastenal Company	INBLM217601	18-gloves	Paid by EFT # 34733	04/07/2020	04/07/2020	04/17/2020	04/17/2020	43.97
313 - Fastenal Company	INBLM217935	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 34733	04/07/2020	04/07/2020	04/17/2020	04/17/2020	724.98
9269 - Ferguson Facilities Supply, HP Products #3400	0107388	18-tissue dispenser, tissue, hand soap	Paid by EFT # 34735	04/07/2020	04/07/2020	04/17/2020	04/17/2020	799.45
394 - Kleindorfer Hardware & Variety	646384	18-2 spray bottles	Paid by EFT # 34765	04/07/2020	04/07/2020	04/17/2020	04/17/2020	4.58
Account <b>52210 - Institutional Supplies</b> Totals				Invoice Transactions 6				\$1,887.96
Account <b>52220 - Agricultural Supplies</b>								
137 - Good Earth, LLC	33571	18-90 cys Garden Blend mulch	Paid by EFT # 34742	04/07/2020	04/07/2020	04/17/2020	04/17/2020	4,495.00
Account <b>52220 - Agricultural Supplies</b> Totals				Invoice Transactions 1				\$4,495.00
Account <b>52310 - Building Materials and Supplies</b>								
394 - Kleindorfer Hardware & Variety	646539	18-PVC for 3rd St. Park Irrigation	Paid by EFT # 34765	04/07/2020	04/07/2020	04/17/2020	04/17/2020	5.90
365 - Rogers Group, INC	0713003811	18-1/4 minus	Paid by EFT # 34804	04/07/2020	04/07/2020	04/17/2020	04/17/2020	30.00
365 - Rogers Group, INC	0713003770	18-Stone, 1/4-minus, sand for various locations	Paid by EFT # 34804	04/07/2020	04/07/2020	04/17/2020	04/17/2020	152.00
365 - Rogers Group, INC	0713003769	18-Stone and rip rap	Paid by EFT # 34804	04/07/2020	04/07/2020	04/17/2020	04/17/2020	136.00
365 - Rogers Group, INC	0713003771	18-#53 stone	Paid by EFT # 34804	04/07/2020	04/07/2020	04/17/2020	04/17/2020	95.00
Account <b>52310 - Building Materials and Supplies</b> Totals				Invoice Transactions 5				\$418.90
Account <b>52340 - Other Repairs and Maintenance</b>								



# Board of Parks & Rec Claim Register

Invoice Date Range 04/06/20 - 04/17/20

50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290015097	18-trailer tire	Paid by EFT # 34690	04/07/2020	04/07/2020	04/17/2020	04/17/2020	30.96	
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290014795	18-2 tires	Paid by EFT # 34690	04/07/2020	04/07/2020	04/17/2020	04/17/2020	85.76	
394 - Kleindorfer Hardware & Variety	676965	18-drill bits, driver bits	Paid by EFT # 34765	04/07/2020	04/07/2020	04/17/2020	04/17/2020	13.52	
394 - Kleindorfer Hardware & Variety	650288	18-screws to anchor 2X4's to basketball hoops	Paid by EFT # 34765	04/07/2020	04/07/2020	04/17/2020	04/17/2020	36.70	
394 - Kleindorfer Hardware & Variety	650328	18-screws for anchoring wood to basketball hoops	Paid by EFT # 34765	04/07/2020	04/07/2020	04/17/2020	04/17/2020	61.02	
394 - Kleindorfer Hardware & Variety	677995	18-ratchet, wrench, socket set	Paid by EFT # 34765	04/07/2020	04/07/2020	04/17/2020	04/17/2020	87.54	
53005 - Menards, INC	46523	18-air compressor, air hose	Paid by Check # 71603	04/07/2020	04/07/2020	04/17/2020	04/17/2020	94.98	
15901 - Michigan Playgrounds, LLC (Midstates Recreation)	SINV-02089	18-(24) ea connector-swing clevis, lock nuts &	Paid by EFT # 34775	04/07/2020	04/07/2020	04/17/2020	04/17/2020	336.92	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	311253	18-spark plug	Paid by EFT # 34815	04/07/2020	04/07/2020	04/17/2020	04/17/2020	2.39	
						<b>Account 52340 - Other Repairs and Maintenance Totals</b>		<b>Invoice Transactions 9</b>	<b>\$749.79</b>
<b>Account 52420 - Other Supplies</b>									
818 - Everywhere Signs, LLC	56335	18-(50) "Physical Distancing" signs for	Paid by EFT # 34732	04/07/2020	04/07/2020	04/17/2020	04/17/2020	1,050.00	
818 - Everywhere Signs, LLC	56328	18- YARD SIGNS(50)"Plygrd	Paid by EFT # 34732	04/07/2020	04/07/2020	04/17/2020	04/17/2020	1,244.00	
313 - Fastenal Company	INBLM218020	18-gloves, fusion plug, caution tape	Paid by EFT # 34733	04/07/2020	04/07/2020	04/17/2020	04/17/2020	241.84	
313 - Fastenal Company	INBLM218021	18-(15) cs dog waste bags - 30,000 bags	Paid by EFT # 34733	04/07/2020	04/07/2020	04/17/2020	04/17/2020	897.00	
313 - Fastenal Company	INBLM217848	18-batteries, duct tape,	Paid by EFT # 34733	04/07/2020	04/07/2020	04/17/2020	04/17/2020	72.25	
394 - Kleindorfer Hardware & Variety	646754	18-2 padlocks to close Bryan Park tot lot	Paid by EFT # 34765	04/07/2020	04/07/2020	04/17/2020	04/17/2020	26.98	
53005 - Menards, INC	46255	18-zip ties to close off basketball courts	Paid by Check # 71603	04/07/2020	04/07/2020	04/17/2020	04/17/2020	38.97	
						<b>Account 52420 - Other Supplies Totals</b>		<b>Invoice Transactions 7</b>	<b>\$3,571.04</b>
<b>Account 53510 - Electrical Services</b>									
223 - Duke Energy	3730010 032020	18-Electrical Charges for March	Paid by Check # 71584	04/06/2020	04/06/2020	04/06/2020	04/09/2020	2,439.37	
						<b>Account 53510 - Electrical Services Totals</b>		<b>Invoice Transactions 1</b>	<b>\$2,439.37</b>
<b>Account 53920 - Laundry and Other Sanitation Services</b>									
19171 - Aramark Uniform & Career Apparel Group, INC	1824300488	18-Uniform & mat cleaning services for the	Paid by EFT # 34683	04/07/2020	04/07/2020	04/17/2020	04/17/2020	30.27	
19171 - Aramark Uniform & Career Apparel Group, INC	1824309484	18-Uniform & mat cleaning services for the	Paid by EFT # 34683	04/07/2020	04/07/2020	04/17/2020	04/17/2020	21.27	



# Board of Parks & Rec Claim Register

Invoice Date Range 04/06/20 - 04/17/20

<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>				<b>Invoice Transactions 2</b>				<b>\$51.54</b>
<b>Account 53950 - Landfill</b>								
52226 - Hoosier Transfer Station-3140	3140-000017475	18-Disposal Fees: Clean-up of SYP (Dog park	Paid by EFT # 34750	04/07/2020	04/07/2020	04/17/2020	04/17/2020	54.87
2260 - Republic Services, INC	0694-002512626	18-Landfill	Paid by EFT # 34800	04/07/2020	04/07/2020	04/17/2020	04/17/2020	896.40
<b>Account 53950 - Landfill Totals</b>				<b>Invoice Transactions 2</b>				<b>\$951.27</b>
<b>Program 189000 - Operations Totals</b>				<b>Invoice Transactions 33</b>				<b>\$14,564.87</b>
<b>Program 189006 - Switchyard Property</b>								
<b>Account 52210 - Institutional Supplies</b>								
51857 - Flex-Pac, INC	I274966	18 SYP Covid Cleaning Supplies	Paid by Check # 71598	04/07/2020	04/07/2020	04/17/2020	04/17/2020	40.77
<b>Account 52210 - Institutional Supplies Totals</b>				<b>Invoice Transactions 1</b>				<b>\$40.77</b>
<b>Account 52420 - Other Supplies</b>								
394 - Kleindorfer Hardware & Variety	676413	18 SYP Padlocks	Paid by EFT # 34765	04/07/2020	04/07/2020	04/17/2020	04/17/2020	23.97
<b>Account 52420 - Other Supplies Totals</b>				<b>Invoice Transactions 1</b>				<b>\$23.97</b>
<b>Account 53510 - Electrical Services</b>								
223 - Duke Energy	3730010032020	18-Electrical Charges for March	Paid by Check # 71584	04/06/2020	04/06/2020	04/06/2020	04/09/2020	1,807.27
223 - Duke Energy	3958016032020	18-Electrical Charges for March	Paid by Check # 71585	04/06/2020	04/06/2020	04/06/2020	04/09/2020	4.64
<b>Account 53510 - Electrical Services Totals</b>				<b>Invoice Transactions 2</b>				<b>\$1,811.91</b>
<b>Account 53990 - Other Services and Charges</b>								
53657 - Plymate, INC	2913681	18 SYP Vesitbule Rug Service	Paid by EFT # 34791	04/07/2020	04/07/2020	04/17/2020	04/17/2020	111.33
<b>Account 53990 - Other Services and Charges Totals</b>				<b>Invoice Transactions 1</b>				<b>\$111.33</b>
<b>Program 189006 - Switchyard Property Totals</b>				<b>Invoice Transactions 5</b>				<b>\$1,987.98</b>
<b>Program 189500 - Landscaping</b>								
<b>Account 52220 - Agricultural Supplies</b>								
394 - Kleindorfer Hardware & Variety	677901	18-10 bags of wheat	Paid by EFT # 34765	04/07/2020	04/07/2020	04/17/2020	04/17/2020	190.00
<b>Account 52220 - Agricultural Supplies Totals</b>				<b>Invoice Transactions 1</b>				<b>\$190.00</b>
<b>Account 53950 - Landfill</b>								
908 - JB Salvage (Westside Auto Parts)	7643	18- yard waste dumpster at 545 South	Paid by EFT # 34760	04/07/2020	04/07/2020	04/17/2020	04/17/2020	560.00
<b>Account 53950 - Landfill Totals</b>				<b>Invoice Transactions 1</b>				<b>\$560.00</b>
<b>Account 53990 - Other Services and Charges</b>								
121 - Eco Logic, LLC	4463	18- Invasive plant management at SYP	Paid by EFT # 34723	04/07/2020	04/07/2020	04/17/2020	04/17/2020	4,820.00
<b>Account 53990 - Other Services and Charges Totals</b>				<b>Invoice Transactions 1</b>				<b>\$4,820.00</b>



# Board of Parks & Rec Claim Register

Invoice Date Range 04/06/20 - 04/17/20

				Program <b>189500 - Landscaping</b> Totals	Invoice Transactions 3			\$5,570.00
Program <b>189501 - Cemeteries</b>								
Account <b>52310 - Building Materials and Supplies</b>								
394 - Kleindorfer Hardware & Variety	647335	18-couplers, batteries fuses	Paid by EFT # 34765	04/07/2020	04/07/2020	04/17/2020	04/17/2020	29.04
				Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice Transactions 1			\$29.04
Account <b>52340 - Other Repairs and Maintenance</b>								
786 - Richard's Small Engine, INC	375172	18-cable throttle	Paid by EFT # 34801	04/07/2020	04/07/2020	04/17/2020	04/17/2020	28.03
786 - Richard's Small Engine, INC	375215	18-cable throttle 60"	Paid by EFT # 34801	04/07/2020	04/07/2020	04/17/2020	04/17/2020	40.07
				Account <b>52340 - Other Repairs and Maintenance</b> Totals	Invoice Transactions 2			\$68.10
Account <b>53510 - Electrical Services</b>								
223 - Duke Energy	3730010 032020	18-Electrical Charges for March	Paid by Check # 71584	04/06/2020	04/06/2020	04/06/2020	04/09/2020	294.39
				Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1			\$294.39
				Program <b>189501 - Cemeteries</b> Totals	Invoice Transactions 4			\$391.53
				Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions 75			\$38,108.22
				Fund <b>200 - Parks and Recreation Gen (S1301)</b> Totals	Invoice Transactions 75			\$38,108.22
Fund <b>201 - Parks and Rec Non Reverting</b>								
Department <b>18 - Parks &amp; Recreation</b>								
Program <b>183500 - Golf Services</b>								
Account <b>52220 - Agricultural Supplies</b>								
4383 - Advanced Turf Solutions, INC	CM-1019635	18 - Credit Memo	Paid by EFT # 34680	04/07/2020	04/07/2020	04/17/2020	04/17/2020	(500.85)
4383 - Advanced Turf Solutions, INC	SO816199	18 - GC Chemicals	Paid by EFT # 34680	04/07/2020	04/07/2020	04/17/2020	04/17/2020	2,316.54
				Account <b>52220 - Agricultural Supplies</b> Totals	Invoice Transactions 2			\$1,815.69
Account <b>52330 - Street, Alley, and Sewer Material</b>								
5969 - Coca Cola Bottling CO. Consolidated	2056204088	18 - Cascades Bottled Drinks	Paid by EFT # 34715	04/07/2020	04/07/2020	04/17/2020	04/17/2020	73.75
5819 - Synchrony Bank	0599	18 - Cascades Snacks	Paid by Check # 71608	04/07/2020	04/07/2020	04/17/2020	04/17/2020	171.37
5819 - Synchrony Bank	9563	18 - Cascades Snacks	Paid by Check # 71608	04/07/2020	04/07/2020	04/17/2020	04/17/2020	54.50
5819 - Synchrony Bank	0172	18 - Refund of sales tax	Paid by Check # 71608	04/07/2020	04/07/2020	04/17/2020	04/17/2020	(2.26)
				Account <b>52330 - Street, Alley, and Sewer Material</b> Totals	Invoice Transactions 4			\$297.36
Account <b>52420 - Other Supplies</b>								
53005 - Menards, INC	46364	18 - Cleaning Supplies	Paid by Check # 71603	04/07/2020	04/07/2020	04/17/2020	04/17/2020	23.71



# Board of Parks & Rec Claim Register

Invoice Date Range 04/06/20 - 04/17/20

53005 - Menards, INC	46401	18-bleach, urinal power screen, disinfectant	Paid by Check # 71603	04/07/2020	04/07/2020	04/17/2020	04/17/2020	41.14
						Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2	\$64.85
						Program <b>183500 - Golf Services</b> Totals	Invoice Transactions 8	\$2,177.90
Program <b>183501 - Golf Course - Pro Shop</b>								
Account <b>52330 - Street, Alley, and Sewer Material</b>								
4072 - Acushnet Company	908854694	18 - Pro Shop orders	Paid by Check # 71592	04/07/2020	04/07/2020	04/17/2020	04/17/2020	138.59
53619 - Ping, INC	15135618	18-Headwear kit	Paid by EFT # 34790	04/07/2020	04/07/2020	04/17/2020	04/17/2020	898.58
						Account <b>52330 - Street, Alley, and Sewer Material</b> Totals	Invoice Transactions 2	\$1,037.17
						Program <b>183501 - Golf Course - Pro Shop</b> Totals	Invoice Transactions 2	\$1,037.17
Program <b>184500 - Youth Services -Juke Box</b>								
Account <b>53510 - Electrical Services</b>								
223 - Duke Energy	3730010 032020	18-Electrical Charges for March	Paid by Check # 71584	04/06/2020	04/06/2020	04/06/2020	04/09/2020	144.78
						Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1	\$144.78
						Program <b>184500 - Youth Services -Juke Box</b> Totals	Invoice Transactions 1	\$144.78
Program <b>184501 - Youth Services-Kid City Camps</b>								
Account <b>52420 - Other Supplies</b>								
4549 - Kroger Limited Partnership I	183697	18-AJB Isopropol Alcohol	Paid by Check # 71602	04/07/2020	04/07/2020	04/17/2020	04/17/2020	5.56
						Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	\$5.56
						Program <b>184501 - Youth Services-Kid City Camps</b> Totals	Invoice Transactions 1	\$5.56
Program <b>185000 - Twin Lakes Recreation Center</b>								
Account <b>43410 - Advertising</b>								
6385 - RTU, INC (Cartvertising)	SN1666102	18- TLRC Advertising on Kroger North Shopping	Paid by Check # 71605	04/07/2020	04/07/2020	04/17/2020	04/17/2020	408.33
						Account <b>43410 - Advertising</b> Totals	Invoice Transactions 1	\$408.33
Account <b>52310 - Building Materials and Supplies</b>								
394 - Kleindorfer Hardware & Variety	650045	18-Paint for TLRC	Paid by EFT # 34765	04/07/2020	04/07/2020	04/17/2020	04/17/2020	107.01
53005 - Menards, INC	46387	18-striping paint, safety paint, paint tray, paint	Paid by Check # 71603	04/07/2020	04/07/2020	04/17/2020	04/17/2020	102.86
53005 - Menards, INC	45918	18-paint brushes, rollers	Paid by Check # 71603	04/07/2020	04/07/2020	04/17/2020	04/17/2020	21.98
53005 - Menards, INC	46257	18-paint, tray liner, roller, patch kit, sanding	Paid by Check # 71603	04/07/2020	04/07/2020	04/17/2020	04/17/2020	188.36
4443 - The Sherwin Williams Company	3024-9	18- TLRC Wall Paint	Paid by EFT # 34822	04/07/2020	04/07/2020	04/17/2020	04/17/2020	376.80
						Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice Transactions 5	\$797.01
Account <b>53510 - Electrical Services</b>								



# Board of Parks & Rec Claim Register

Invoice Date Range 04/06/20 - 04/17/20

223 - Duke Energy	3730010 032020	18-Electrical Charges for March	Paid by Check # 71584	04/06/2020	04/06/2020	04/06/2020	04/09/2020	2,124.89
Account <b>53510 - Electrical Services</b> Totals							Invoice Transactions 1	<u>\$2,124.89</u>
Account <b>53610 - Building Repairs</b>								
392 - Koorsen Fire & Security, INC	5054849	18 - TLRC 5 Year Sprinkler Pipe Inspection	Paid by EFT # 34767	04/07/2020	04/07/2020	04/17/2020	04/17/2020	900.00
53657 - Plymate, INC	2915229	18 - TLRC Entry Mat Service	Paid by EFT # 34791	04/07/2020	04/07/2020	04/17/2020	04/17/2020	78.62
Account <b>53610 - Building Repairs</b> Totals							Invoice Transactions 2	<u>\$978.62</u>
Program <b>185000 - Twin Lakes Recreation Center</b> Totals							Invoice Transactions 9	<u>\$4,308.85</u>
Program <b>185002 - TLRC-Health &amp; Wellness</b>								
Account <b>53940 - Temporary Contractual Employee</b>								
6161 - Morgan Ashley Banks	04/02/2020	18-TLRC Fitness Specialist	Paid by EFT # 34687	04/07/2020	04/07/2020	04/17/2020	04/17/2020	75.00
14093 - Allana Radecki	03302020	18-TLRC Fitness Specialist	Paid by EFT # 34795	04/07/2020	04/07/2020	04/17/2020	04/17/2020	93.75
Account <b>53940 - Temporary Contractual Employee</b> Totals							Invoice Transactions 2	<u>\$168.75</u>
Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals							Invoice Transactions 2	<u>\$168.75</u>
Program <b>185003 - TLRC-Basketball</b>								
Account <b>53940 - Temporary Contractual Employee</b>								
7276 - Kaitlyn Clementi	03/31/2020	18-TLRC Fitness Specialist	Paid by EFT # 34714	04/07/2020	04/07/2020	04/17/2020	04/17/2020	31.25
Account <b>53940 - Temporary Contractual Employee</b> Totals							Invoice Transactions 1	<u>\$31.25</u>
Program <b>185003 - TLRC-Basketball</b> Totals							Invoice Transactions 1	<u>\$31.25</u>
Program <b>186500 - Community Events</b>								
Account <b>41020 - Permits</b>								
Lions State of Indiana	2020- 00000503	18-Refunds	Paid by Check # 71619	04/07/2020	04/07/2020	04/17/2020	04/17/2020	75.00
Account <b>41020 - Permits</b> Totals							Invoice Transactions 1	<u>\$75.00</u>
Program <b>186500 - Community Events</b> Totals							Invoice Transactions 1	<u>\$75.00</u>
Program <b>186502 - Community Events-Gardens</b>								
Account <b>43270 - Registration Fees</b>								
Jessica Davis	2020- 00000485	18-Refunds	Paid by Check # 71615	04/07/2020	04/07/2020	04/17/2020	04/17/2020	17.00
Judy Miller	2020- 00000484	18-Refunds	Paid by Check # 71621	04/07/2020	04/07/2020	04/17/2020	04/17/2020	24.00
Account <b>43270 - Registration Fees</b> Totals							Invoice Transactions 2	<u>\$41.00</u>
Program <b>186502 - Community Events-Gardens</b> Totals							Invoice Transactions 2	<u>\$41.00</u>
Program <b>186503 - Community Events-Farmers' Market</b>								
Account <b>52420 - Other Supplies</b>								



# Board of Parks & Rec Claim Register

Invoice Date Range 04/06/20 - 04/17/20

5819 - Synchrony Bank	000000 GQMMGZ	18- Online Makret Pick Up; grocery bags, gloves	Paid by Check # 71608	04/07/2020	04/07/2020	04/17/2020	04/17/2020	247.58
						Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	\$247.58
						Program <b>186503 - Community Events-Farmers' Market</b> Totals	Invoice Transactions 1	\$247.58
<b>Program 187001 - Adult Sports-Softball</b>								
<b>Account 53320 - Advertising</b>								
2895 - Rapid Reproductions, INC	100500	18-Weather Hotline vinyl banner	Paid by EFT # 34797	04/07/2020	04/07/2020	04/17/2020	04/17/2020	40.56
						Account <b>53320 - Advertising</b> Totals	Invoice Transactions 1	\$40.56
						Program <b>187001 - Adult Sports-Softball</b> Totals	Invoice Transactions 1	\$40.56
<b>Program 189000 - Operations</b>								
<b>Account 41020 - Permits</b>								
Lions State of Indiana	2020- 00000503	18-Refunds	Paid by Check # 71619	04/07/2020	04/07/2020	04/17/2020	04/17/2020	75.00
						Account <b>41020 - Permits</b> Totals	Invoice Transactions 1	\$75.00
						Program <b>189000 - Operations</b> Totals	Invoice Transactions 1	\$75.00
<b>Program 189003 - Operations-Open Shelters</b>								
<b>Account 43220 - Facility Rentals</b>								
Jill Ellis	2020- 00000504	18-Refunds	Paid by Check # 71616	04/07/2020	04/07/2020	04/17/2020	04/17/2020	182.00
Jennifer Zengerling	2020- 00000491	18-Refunds	Paid by Check # 71630	04/07/2020	04/07/2020	04/17/2020	04/17/2020	91.00
						Account <b>43220 - Facility Rentals</b> Totals	Invoice Transactions 2	\$273.00
						Program <b>189003 - Operations-Open Shelters</b> Totals	Invoice Transactions 2	\$273.00
<b>Program 189006 - Switchyard Property</b>								
<b>Account 43220 - Facility Rentals</b>								
Monroe County Dem Party	2020- 00000528	18-Refunds	Paid by Check # 71622	04/07/2020	04/07/2020	04/17/2020	04/17/2020	300.00
Rhett and Cheryl Tharp	2020- 00000529	18-Refunds	Paid by Check # 71625	04/07/2020	04/07/2020	04/17/2020	04/17/2020	300.00
						Account <b>43220 - Facility Rentals</b> Totals	Invoice Transactions 2	\$600.00
<b>Account 52420 - Other Supplies</b>								
7144 - Armor Metal Group Mason Acquisitions, INC (Witt)	211649	18 SYP 36 gallon Geo Cube Trash Receptacles	Paid by EFT # 34684	04/07/2020	04/07/2020	04/17/2020	04/17/2020	3,680.10
818 - Everywhere Signs, LLC	55986	18 SYP Restroom + Aurtherized Personnel	Paid by EFT # 34732	04/07/2020	04/07/2020	04/17/2020	04/17/2020	460.00
53005 - Menards, INC	45934	18 SYP Misc Items for Pavilion Kitchen Shelving	Paid by Check # 71603	04/07/2020	04/07/2020	04/17/2020	04/17/2020	287.08
3594 - Steve G Wright (Steve's Welding)	866726	18 SYP Modified 3 Hand Trucks as chair dollies	Paid by Check # 71611	04/07/2020	04/07/2020	04/17/2020	04/17/2020	210.00
						Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 4	\$4,637.18
<b>Account 52430 - Uniforms and Tools</b>								



# Board of Parks & Rec Claim Register

Invoice Date Range 04/06/20 - 04/17/20

798 - Winters Associates Promotional Products, INC	113152	18 SYP Employee Garments - Tull	Paid by EFT # 34831	04/07/2020	04/07/2020	04/17/2020	04/17/2020	151.83
						Account <b>52430 - Uniforms and Tools</b> Totals	Invoice Transactions 1	\$151.83
						Program <b>189006 - Switchyard Property</b> Totals	Invoice Transactions 7	\$5,389.01
Program <b>G20002 - Banneker ROI</b>								
Account <b>53610 - Building Repairs</b>								
51542 - Educational Furniture	24888	18-BBCC-ROI Woodworking	Paid by EFT # 34725	04/07/2020	04/07/2020	04/17/2020	04/17/2020	44,414.83
						Account <b>53610 - Building Repairs</b> Totals	Invoice Transactions 1	\$44,414.83
						Program <b>G20002 - Banneker ROI</b> Totals	Invoice Transactions 1	\$44,414.83
						Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions 40	\$58,430.24
						Fund <b>201 - Parks and Rec Non Reverting</b> Totals	Invoice Transactions 40	\$58,430.24
Fund <b>977 - Parks 2016 GO Bond Proceeds</b>								
Department <b>18 - Parks &amp; Recreation</b>								
Program <b>18016D - 2016 D Lower Cascades</b>								
Account <b>54510 - Other Capital Outlays</b>								
7059 - Eagle Ridge Civil Engineering Services, LLC	204-04	18- Cascades creek repair and trail to	Paid by EFT # 34722	04/07/2020	04/07/2020	04/17/2020	04/17/2020	8,402.85
						Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions 1	\$8,402.85
						Program <b>18016D - 2016 D Lower Cascades</b> Totals	Invoice Transactions 1	\$8,402.85
Program <b>18016E - 2016 E BPP 9 C H MP PR SO TLRCSA</b>								
Account <b>54510 - Other Capital Outlays</b>								
5083 - Snider Recreation, INC	5148	18-6,285 sq ft poured-in-place rubber surfacing w/	Paid by EFT # 34812	04/07/2020	04/07/2020	04/17/2020	04/17/2020	81,829.85
						Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions 1	\$81,829.85
						Program <b>18016E - 2016 E BPP 9 C H MP PR SO TLRCSA</b> Totals	Invoice Transactions 1	\$81,829.85
						Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions 2	\$90,232.70
						Fund <b>977 - Parks 2016 GO Bond Proceeds</b> Totals	Invoice Transactions 2	\$90,232.70
Fund <b>980 - 2018 BicentennialBnd Prcd900030</b>								
Department <b>18 - Parks &amp; Recreation</b>								
Program <b>18018B - Griffy Loop Trail Lower Cascades</b>								
Account <b>54510 - Other Capital Outlays</b>								
480 - Hall Signs INC	350767	18-(6) Type III barricades for Lower CC's	Paid by EFT # 34746	04/07/2020	04/07/2020	04/17/2020	04/17/2020	1,610.88
19741 - Mader Design, LLC	1120	18- Griffy Lake Loop Trail Design	Paid by EFT # 34772	04/07/2020	04/07/2020	04/17/2020	04/17/2020	7,566.13
						Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions 2	\$9,177.01
						Program <b>18018B - Griffy Loop Trail Lower Cascades</b> Totals	Invoice Transactions 2	\$9,177.01
Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b>								
Account <b>54510 - Other Capital Outlays</b>								



# Board of Parks & Rec Claim Register

Invoice Date Range 04/06/20 - 04/17/20

3444 - Rundell Ernstberger Associates, INC	191565-5	18-Gateway Design Fees	Paid by EFT # 34806	04/07/2020	04/07/2020	04/17/2020	04/17/2020	2,748.00
			Account <b>54510 - Other Capital Outlays</b> Totals			Invoice Transactions 1		<u>\$2,748.00</u>
			Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b> Totals			Invoice Transactions 1		<u>\$2,748.00</u>
			Department <b>18 - Parks &amp; Recreation</b> Totals			Invoice Transactions 3		<u>\$11,925.01</u>
			Fund <b>980 - 2018 BicentennialBnd Prcd900030</b> Totals			Invoice Transactions 3		<u>\$11,925.01</u>
			Grand Totals			Invoice Transactions 120		<u><u>\$198,696.17</u></u>

**REGISTER OF CLAIMS**

**Board: Safety Board**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
4/17/2020	Claims				596,299.41
					<u>596,299.41</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 \$ 596,299.41

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
3/27/2020	Payroll				137,619.32
					<u>137,619.32</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 \$ 137,619.32

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
4/9/2020	Payroll				147,725.33
					147,725.33

### 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 \$ 147,725.33

**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
4/24/2020	Payroll				148,545.12
					148,545.12

### 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 \$ 148,545.12

**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 \_\_\_\_\_



REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2019	2019	2019	2019	2020	2020	2020	
March	Total	Actual	Expenses	% of Expense	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	March	to date	Budget	March	to date	change
<b>General Fund</b>								
Administration	754,420	758,283	309,084	40.76%	737,200	338,345	45.90%	9.47%
Health & Wellness	82,869	81,370	27,374	33.64%	107,016	22,327	20.86%	-18.44%
Community Relations	460,058	438,510	88,115	20.09%	487,964	97,533	18.06%	10.69%
Aquatics	312,312	313,737	20,518	6.54%	378,257	9,760	2.58%	-52.43%
Frank Southern Center	359,863	325,424	120,126	36.91%	381,828	127,211	33.32%	5.90%
Golf Services	1,010,569	989,556	354,256	35.80%	706,904	126,222	17.86%	-64.37%
Natural Resources	396,163	344,801	54,367	15.77%	388,562	69,189	17.81%	27.26%
Youth Programs	64,888	69,539	17,125	24.63%	62,293	20,531	32.96%	19.89%
TLRC	287,976	286,763	76,292	26.60%	294,799	73,732	25.01%	-3.36%
Community Events	407,645	387,801	92,266	23.79%	405,346	103,064	25.43%	11.70%
Adult Sports	242,956	263,260	44,426	16.88%	286,511	43,969	15.35%	-1.03%
Youth Sports	225,060	228,014	41,163	18.05%	295,022	39,284	13.32%	-4.56%
BBCC	320,540	308,233	67,954	22.05%	444,450	81,527	18.34%	19.97%
Inclusive Recreation	82,561	80,708	15,883	19.68%	86,491	14,352	16.59%	-9.64%
Operations	1,964,968	1,766,848	329,346	18.64%	1,979,870	339,102	17.13%	2.96%
Switchyard Property	47,452	47,202	1,429	3.03%	256,821	35,584	13.86%	0.00%
Landscaping	475,315	440,698	65,203	14.80%	613,368	89,855	14.65%	37.81%
Cemeteries	184,917	191,517	51,953	27.13%	211,863	33,816	15.96%	-34.91%
Urban Forestry	569,707	657,294	108,984	16.58%	514,292	79,518	15.46%	-27.04%
<b>General Fund total:</b>	<b>7,495,818</b>	<b>7,979,559</b>	<b>1,885,863</b>	<b>23.63%</b>	<b>8,638,857</b>	<b>1,744,921</b>	<b>20.20%</b>	<b>-7.47%</b>
<b>Non-Reverting Fund</b>								
Administration	14,150	6,180	3,268	52.88%	14,650	3,318	22.65%	1.54%
Health & Wellness	1,376	1,961	257	13.10%	1,650	58	3.48%	0.00%
Community Relations	5,350	3,924	0	0.00%	5,350	2,630	49.15%	0.00%
Aquatics	61,716	98,130	1,010	1.03%	81,959	240	0.29%	0.00%
Frank Southern Cent	93,697	104,544	27,906	26.69%	86,859	28,672	33.01%	2.74%
Golf Services	70,000	236,525	1,952	0.83%	168,852	14,474	8.57%	0.00%
Natural Resources	63,029	29,777	388	1.30%	65,429	3,498	5.35%	0.00%
Youth Programs	213,180	153,132	19,160	12.51%	238,025	13,014	5.47%	-32.08%
*TLRC - day to day	454,998	513,349	141,764	27.62%	570,919	129,164	22.62%	-8.89%
Community Events	184,027	189,206	38,554	20.38%	250,680	54,518	21.75%	41.41%
Adult Sports	128,905	159,548	1,642	1.03%	140,331	14,851	10.58%	804.39%
Youth Sports	8,919	53,273	2,202	4.13%	9,482	2,245	23.67%	1.95%
BBCC	1,610	4,903	702	14.33%	41,962	1	0.00%	-99.92%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	49,610	56,605	124	0.22%	42,610	198	0.47%	0.00%
Dog Park	0	0		0.00%	0		0.00%	0.00%
Switchyard	0	12,737	212	1.66%	27,577	24,073	87.30%	0.00%
Landscaping (CCC P	0	6,883	0	0.00%	6,150	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	6,150	0	5,000	0.00%	0	0	0.00%	0.00%
<b>N-R Fund subtotal:</b>	<b>1,356,717</b>	<b>1,630,677</b>	<b>244,141</b>	<b>14.97%</b>	<b>1,752,484</b>	<b>290,953</b>	<b>16.60%</b>	<b>19.17%</b>
TLRC - bond	475,963	475,963	239,294	50.28%	482,000	239,044	49.59%	-0.10%
<b>N-R Fund total:</b>	<b>1,832,680</b>	<b>2,106,640</b>	<b>483,435</b>	<b>22.95%</b>	<b>2,234,484</b>	<b>529,996</b>	<b>23.72%</b>	<b>9.63%</b>
<b>Other Misc Funds</b>								
15-16 MCCSC 21st Com Learn Cnt Grant					884			

16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn			97					
18-19 MCCSC 21st Com Learn			8,288					
19-20 MCCSC 21st Com Learn						9,984		
Community Banneker Bus								
G14006 Out-of School Prg.								
G15008 Summer Food Prg.					11,115			
G15009 Nature Days S/Star								
Griffy Lake Nature Day			41					
Wapehani I-69 Mitigation								
Leonard Springs Nature			422					
Banneker Nature Day								
DNR Grant								
Kaboom Play								
Youth & Adolescent Phy Act						9,936		
Goat Farm								
Giffy LARE			2,800					
Deer Cull						25,000		
Banneker ROI						35,803		
<b>Other Misc Funds total:</b>	<b>0</b>	<b>0</b>	<b>11,647</b>	<b>0.00%</b>	<b>21,935</b>	<b>70,787</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,328,497</b>	<b>10,086,198</b>	<b>2,380,944</b>	<b>23.61%</b>	<b>10,895,276</b>	<b>2,345,704</b>	<b>21.53%</b>	<b>-1.48%</b>

<b>REVENUES AND EXPENSES: COMPARISON REPORT</b>								
<b>Revenues March 2020</b>								
	2019	2019	2019	2019	2020	2020	2020	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	<u>Budget</u>	<u>for year</u>	<u>March</u>	<u>to date</u>	<u>for year</u>	<u>March</u>	<u>to date</u>	<u>change</u>
<b>General Fund</b>								
Taxes/Misc Revenue	6,457,949	6,573,549	6,457,949	100.00%	6,513,025	6,513,025	100.00%	<b>0.00%</b>
Administration	500	3,090	2,365	0.00%	500	0	0.00%	<b>0.00%</b>
Community Relations	0	0	0	0.00%	0	0	0.00%	<b>0.00%</b>
Aquatics	198,000	193,191	0	0.00%	186,000	0	0.00%	<b>0.00%</b>
Frank Southern	201,300	223,101	110,166	19.36%	199,300	89,574	44.94%	<b>-18.69%</b>
Golf Services	619,500	569,031	29,607	0.00%	599,500	43,482	7.25%	<b>46.87%</b>
Natural Resources	0	0	0	0.00%	0	0	0.00%	<b>0.00%</b>
Youth Services	0	0	0	0.00%	0	0	0.00%	<b>0.00%</b>
Community Events	11,500	11,175	1,410	2.82%	12,165	990	8.14%	<b>-29.79%</b>
Adult Sports	51,000	49,965	7,220	17.29%	54,000	1,633	3.02%	<b>0.00%</b>
Youth Sports	30,000	41,769	-106	-0.82%	30,500	-49	-0.16%	<b>-53.87%</b>
BBCC	12,000	13,010	1,113	208.50%	15,000	2,367	15.78%	<b>112.57%</b>
Operations	0	534	0	0.00%	0	85	0.00%	<b>0.00%</b>
Landscaping	0	0	0	0.00%	0	0	0.00%	<b>0.00%</b>
Cemeteries	33,725	30,525	6,175	0.00%	32,525	9,725	29.90%	<b>57.49%</b>
Urban Forestry		0	0	0.00%		0	0.00%	<b>0.00%</b>
G17011 Urban Forestr	0	0	0	0.00%		0	0.00%	<b>0.00%</b>
<b>Subtotal Program Re</b>	<b>1,157,025</b>	<b>1,132,300</b>	<b>157,949</b>	<b>13.95%</b>	<b>1,129,490</b>	<b>147,806</b>	<b>13.09%</b>	<b>-6.42%</b>
<b>General Fund Total</b>	<b>7,615,474</b>	<b>7,708,939</b>	<b>6,615,898</b>	<b>85.82%</b>	<b>7,642,515</b>	<b>6,660,831</b>	<b>87.15%</b>	<b>0.68%</b>
<b>Non-Reverting Fund</b>								
Administration	40,600	34,800	13,363	38.40%	35,600	11,881	33.37%	<b>-11.09%</b>
Health & Wellness	4,840	2,350	104	4.43%	3,915	0	0.00%	<b>-100.00%</b>
Community Relations	5,400	2,400	500	20.83%	5,400	2,000	37.04%	<b>0.00%</b>
Aquatics	108,200	88,089	2,270	2.58%	86,301	1,987	2.30%	<b>-12.47%</b>
Frank Southern	124,300	98,907	24,847	25.12%	123,300	23,612	19.15%	<b>-4.97%</b>
Golf Services	76,000	117,749	1,738	1.48%	156,500	10,648	6.80%	<b>512.68%</b>
Natural Resources	70,000	71,161	1,056	1.48%	70,000	532	0.76%	<b>-49.62%</b>
Youth Programs	215,500	248,728	37,586	15.11%	246,740	17,810	7.22%	<b>-52.61%</b>
*TLRC -Operational	1,253,774	712,603	207,395	29.10%	1,065,974	179,892	16.88%	<b>-13.26%</b>
Community Events	196,541	208,808	87,298	41.81%	200,311	73,256	36.57%	<b>-16.09%</b>
Adult Sports	132,400	131,295	6,583	5.01%	143,500	9,361	6.52%	<b>42.20%</b>
Youth Sports	4,002	7,202	699	9.71%	4,002	-2	-0.05%	<b>-100.30%</b>
BBCC	5,250	14,599	948	6.49%	7,600	259	3.41%	<b>-72.68%</b>
Operations	64,800	63,317	12,830	20.26%	64,800	8,977	13.85%	<b>-30.03%</b>
Dog Park	400	0	0	0.00%	400	0	0.00%	<b>0.00%</b>
Switchyard (CCC Prop	0	34,951	2	0.01%	12,500	14,394	115.15%	<b>0.00%</b>
Landscaping	0	0	0	0.00%	0	0	0.00%	<b>0.00%</b>
Cemeteries	0	0	0	0.00%	0	0	0.00%	<b>0.00%</b>
Urban Forestry	9,500	9,553	0	0.00%	9,500	4,300	45.26%	<b>0.00%</b>
<b>N-R Fund subtotal:</b>	<b>2,311,507</b>	<b>1,846,513</b>	<b>397,219</b>	<b>21.51%</b>	<b>2,236,343</b>	<b>358,908</b>	<b>16.05%</b>	<b>-9.64%</b>
<b>Other Misc Funds</b>								

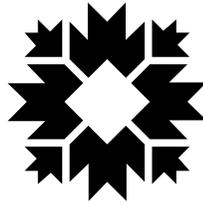
G-17-18 MCCSC 21st Com					14,210			
G18-19 MCCSC 21st Com					30,000			
G19-20 MCCSC 21st Com			5,543		30,000			
G14009 Summer Food Grant					27,864			
Communit Banneker Bus					45,000			
Kaboom Play Everywhere								
Urban Forestry EAB								
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt			2,800			11,410		
G15008 Leonard Spring								
G15009 Griffy Nature Days								
(902) Rose Hill Trust			287			199		
G17007 - Goat Farm								
Banneker Nature Days								
Yth & Adolescent Phy Act					8,000			
Nature Days Star								
2019 Deer Cull IN DNR CHAP						25,000		
<b>Other Misc Funds total:</b>	<b>0</b>	<b>0</b>	<b>8,630</b>		<b>155,074</b>	<b>36,609</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,926,981</b>	<b>9,555,453</b>	<b>7,021,747</b>	<b>73.48%</b>	<b>10,033,932</b>	<b>7,056,348</b>	<b>70.32%</b>	<b>0.49%</b>

	<b>Non-Reverting Cash Balances</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
		<b>Beginning</b>	<b>Revenue</b>	<b>Other</b>	<b>Expenses</b>	<b>Expenses</b>	<b>Current Year ONLY</b>	<b>Accumulated</b>
		<b>Balance</b>	<b>as of</b>	<b>Misc.</b>	<b>as of</b>	<b>from</b>	<b>Revenue</b>	<b>Balance</b>
		<b>1/1/2020</b>	<b>3/31/2020</b>	<b>revenue</b>	<b>3/31/2020</b>	<b>RESERVE *</b>	<b>Expense</b>	
							<b>Over/Under</b>	
						<b>see explanation below*</b>	<b>(does not include expenses taken from RESERVE)</b>	<b>THIS IS THE TOTAL ACCUMULATED AMOUNT</b>
181000	Administration	260,023.36	11,881.16		3,318.19	0.00	<b>8,562.97</b>	268,586.33
181001	Health & Wellness	9,413.82	0.00		57.50	0.00	<b>(57.50)</b>	9,356.32
181100	Community Relations	34,414.61	2,000.00		2,629.72	0.00	<b>(629.72)</b>	33,784.89
182001	Aquatics	389,055.59	1,987.00		240.00	0.00	<b>1,747.00</b>	390,802.59
182500	Frank Southern Center	191,273.69	23,611.70		28,672.12	0.00	<b>(5,060.42)</b>	186,213.27
183500	Golf Course	143,501.45	10,648.39		14,473.88	0.00	<b>(3,825.49)</b>	139,675.96
184000	Natural Resources	291,563.17	532.00		3,497.78	0.00	<b>(2,965.78)</b>	288,597.39
184500	Allison Jukebox	272,563.31	17,810.26		13,013.53	0.00	<b>4,796.73</b>	277,360.04
	TLRC	<b>(1,667,433.65)</b>	157,164.37		368,207.68	0.00	<b>(211,043.31)</b>	<b>(1,878,476.96)</b>
185009	TLRC Reserve	729,334.12	22,727.79		0.00	0.00	<b>22,727.79</b>	752,061.91
186500	Community Events	522,561.92	73,255.95		54,517.96	0.00	<b>18,737.99</b>	541,299.91
187001	Adult Sports	34,936.55	9,361.07		14,851.45	0.00	<b>(5,490.38)</b>	29,446.17
187202	Youth Sports	59,446.16	<b>(2.08)</b>		2,244.79	0.00	<b>(2,246.87)</b>	57,199.29
187209	Skate Park	543.88	0.00			0.00	<b>0.00</b>	543.88
187500	Benjamin Banneker Comm Center	64,519.89	258.90		0.56	0.00	<b>258.34</b>	64,778.23
189000	Operations	177,810.51	8,977.43		198.17	0.00	<b>8,779.26</b>	186,589.77
189005	Dog Park	5,993.79	0.00		0.00	0.00	<b>0.00</b>	5,993.79
**189006	Switchyard Property	238,307.62	14,393.56		24,073.16	0.00	<b>(9,679.60)</b>	228,628.02
189500	Landscaping	12,704.36	0.00		0.00	0.00	<b>0.00</b>	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	<b>0.00</b>	1,497.00
189503	Urban Forestry	21,517.22	4,300.00		0.00	0.00	<b>4,300.00</b>	25,817.22
10002.01	Change Fund	0.00	0.00		0.00	0.00	<b>0.00</b>	0.00
201-24105	Deposits	0.00	0.00		0.00	0.00	<b>0.00</b>	0.00
	<b>TOTALS</b>	<b>1,793,548.37</b>	<b>358,907.50</b>	<b>0.00</b>	<b>529,996.49</b>	<b>0.00</b>	<b>(171,088.99)</b>	<b>1,622,459.38</b>

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

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

**(171,088.99)**  
**INCREASE/DECREASE FOR THE CURRENT**



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: B-3  
Date: 4-22-2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Sarah Owen, Community Relations Coordinator  
**DATE:** April 28, 2020  
**SUBJECT:** PARKS PARTNER AWARD—IU SCHOOL OF OPTOMETRY

### **Recommendation**

The Bloomington Parks and Recreation Department would like to recognize IU School of Optometry as the recipient of the Parks Partner Award. The Parks Partner Award is a component of the Department's sponsorship program and recognizes our most outstanding collaborators and supporters.

### **Background**

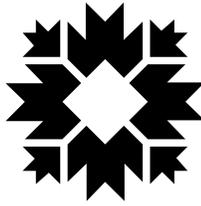
For the past six years, the IU School of Optometry has generously served as the title sponsor of our annual Children's Expo. Typically held in late March, this year will mark the School of Optometry's seventh year of support, as we look ahead to hosting the rescheduled event in early November.

The annual Children's Expo is Bloomington's premier event for families with young children, featuring free health screenings, camp registrations, youth sports leagues, nonprofit services, and many other local resources and opportunities. Hundreds of parents and children attend the Expo each year and, in turn, the event has supported thousands over the course of nearly two decades. This simply would not be possible without the support of our sponsors.

We are incredibly grateful for the ongoing support from the IU School of Optometry. They are instrumental in helping us continue to offer the Children's Expo to our community, and the Bloomington Parks and Recreation Department is proud to recognize them with the Parks Partner Award.

**RESPECTFULLY SUBMITTED,**

Sarah Owen, Community Relations Coordinator



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-1  
Date: 4-22-2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dee Tuttle, Sports Facility/Program Manager  
**DATE:** April, 28, 2020  
**SUBJECT:** REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH THE  
BLOOMINGTON JUNIOR LEAGUE BASEBALL ASSOCIATION TO PROVIDE  
A YOUTH BASEBALL PROGRAM AT WINSLOW SPORTS COMPLEX

### Recommendation

Staff recommends approval of this agreement.

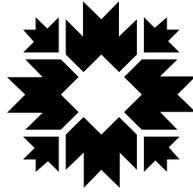
### Background

The Bloomington Junior League Baseball Association provides youth baseball for children ages 5-12. This program serves over 400 players. Practices and games are conducted at the Winslow Sports Complex and Bryan Park fields #1 and #2 Monday through Sunday beginning in June and ending in October. BJLBA offers a regular season and a fall season. Projected revenue is approximately \$35,000.

**RESPECTFULLY SUBMITTED,**

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Dee Tuttle  
Sports Facility/Programs Manager



CITY OF BLOOMINGTON  
Parks and Recreation

## COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this 28th day of April, 2020, 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, 2020, 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:	
Practice (excludes field lining)	\$16.00 per hour
Practice with lights (excludes field lining)	\$20.00 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 1<sup>st</sup> 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 Sports Facility/Programs Manager 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 Sports Facility/Programs Manager 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 Sports Facility/Programs Manager 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 certificate of insurance prior to May 1, 2020.
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  
Scott Burton  
361 S. Pleasant Ridge Rd  
Bloomington, IN 47401  
(317) 954-7927

Bloomington Parks and Recreation  
Dee Tuttle  
P.O. Box 848  
Bloomington, IN 47402  
(812) 349-3762

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

Scott Burton  
BJLBA President  
(317) 954-7927

Dee Tuttle  
Sports Facility/Programs Manager  
(812) 349-3762

**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 first stated above.

**BJLBA**

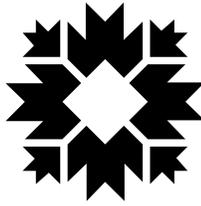
**BLOOMINGTON PARKS AND RECREATION**

By: \_\_\_\_\_  
Scott Burton, President

By: \_\_\_\_\_  
Paula McDevitt, Acting Director  
Bloomington Parks and Recreation

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

\_\_\_\_\_  
Mick Renneisen, Deputy Mayor  
City of Bloomington



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-2  
Date: 4-22-2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dee Tuttle, Sports Facility/Program Manager  
**DATE:** April 28, 2020  
**SUBJECT:** REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH THE  
MONROE COUNTY SENIOR LEAGUE BASEBALL ASSOCIATION

### Recommendation

Staff recommends approval of this agreement to provide a youth baseball program at Winslow Sports Complex.

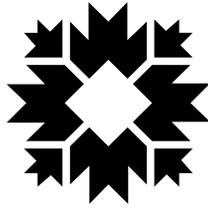
### Background

The Monroe County Senior League Baseball Association provides youth baseball for kids ages 13-19. This program serves over 70 players. Practices and games are conducted at the Winslow Sports Complex Monday through Thursday from May until July. Projected revenue is approximately \$4,000.

**RESPECTFULLY SUBMITTED,**

---

Dee Tuttle  
Sports Facility/Programs Manager



CITY OF BLOOMINGTON  
Parks and Recreation

## COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this 28th day of April, 2020, by and between the Bloomington Parks and Recreation Department (“Parks”) and Monroe County Senior League Baseball Association (“MCSLBA”), WITNESSETH:

**WHEREAS**, both Parks and MCSLBA 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 MCSLBA is in the public interest; and

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

**WHEREAS**, MCSLBA is capable to perform such services, and has a proven 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 combine available resources from each party to allow the Bloomington community to participate in an affordable, effective and diverse youth baseball program designed to introduce beginners to the sport as well as provide for skill advancement.
2. **Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 1, 2020, unless terminated earlier as provided herein.
3. **Duties of Parks.** Parks agrees to:
  - a. Allow MCSLBA’s user group access to Winslow Baseball Field #6 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 MCSLBA access to Winslow Baseball Field #6 specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:	
Practice (excludes field lining)	\$16.00 per hour
Practice with lights (excludes field lining)	\$20.00 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 hours
All day per field	\$165.00

Bryan Park Field #1 and #2:	
Practice (excludes field lining)	\$10.00 per hour
Competition (includes field lining)	\$12.00 per hour

- c. Allow MCSLBA access to practice on Winslow Field #6 based on availability and at varying rates depending on published prices of this facility.
- 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 lighting on field 6 and parking lot lighting, including the cost of maintenance and operation of lighting systems for field 6, parking lots and buildings.
- f. Provide turf management, including seeding, fertilizing, aerifying, weed control, and mowing. MCSLBA is not permitted to provide field maintenance of any type, including dragging the infield 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 MCSLBA is not comfortable with resuming play after an all clear is given from a Parks representative, MCSLBA may decide to cancel play and that will be communicated on the hotline.
- i. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.
- j. 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.
- k. Provide the services of the Sports Facility/Program Manager as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- l. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.

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

- a. Maintain close contact with the Sports Facility/Programs Manager and appoint this person as Parks liaison to the user group's policymaking board.
- b. Agree to have each head coach obtain the MCSLBA Coaching Education program requirement. This must be done the coach's first year as head coach in the program and is valid for a period of

three years. Coaches returning for a fourth or more year(s) must obtain current certification. Agree to have all adults involved with the program submit to a local and state criminal history check.

- c. 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.)
  - d. List the Parks and Recreation Department on all publicity and promotional materials developed by user group 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/Program Manager for approval prior to distribution to the public.
  - e. Any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues will be referred to Parks and Recreation on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
  - f. 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 MCSLBA fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
  - g. Name the City of Bloomington as additional insured on its general liability policies and provide Parks with certificate of insurance prior to May 1, 2020.
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 MCSLBA Program.** MCSLBA 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:
- |                  |                                  |
|------------------|----------------------------------|
| MCSLBA President | Bloomington Parks and Recreation |
| Kyle McAninch    | Dee Tuttle                       |

2128 E. Meadowbluff Ct.  
Bloomington, IN 47401  
(812) 322-4005

P.O. Box 848  
Bloomington, IN 47402  
(812) 349-3762

Agreement representatives for the day-to-day operations and implementation of this agreement shall be:  
Kyle McAninch  
President  
(812) 322-4005  
Dee Tuttle  
Sports Facility/Programs Manager  
(812) 349-3762

- 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, 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 cure the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.
- 11. Insurance and Indemnity.** MCSLBA 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 MCSLBA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. MCSLBA 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.

**MCSLBA**

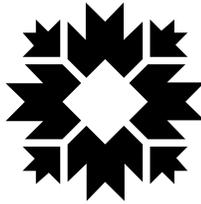
**BLOOMINGTON PARKS AND RECREATION**

By: \_\_\_\_\_  
Kyle Mc Aninch, President

By: \_\_\_\_\_  
Paula McDevitt, Administrator

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

\_\_\_\_\_  
Mick Renneisen, Deputy Mayor



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-3  
Date: 3/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dee Tuttle  
**DATE:** April 28, 2020  
**SUBJECT:** REVIEW/APPROVAL OF WINSLOW SPORTS COMPLEX NORTH  
CONCESSIONS AGREEMENT

### Recommendation

Staff recommends approval of this agreement.

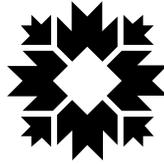
### Background

The Bloomington Junior League Baseball Association wishes to operate the Winslow North concessions building owned by The City of Bloomington Parks and Recreation Department. BJLBA uses profits generated from sales to offset program costs and other related expenditures.

RESPECTFULLY SUBMITTED,

---

Dee Tuttle  
Sports Facility/Programs Manager



CITY OF BLOOMINGTON  
Parks and Recreation

**AGREEMENT  
FOR  
FOOD AND BEVERAGE CONCESSION  
WINSLOW SPORTS COMPLEX - NORTH SIDE**

This Agreement, entered into this 28th day of April, 2020, by and between the City of Bloomington Parks and Recreation Department through its Board of Parks Commissioners (hereinafter, "Parks") and Bloomington Junior League Baseball Association (hereinafter, "Concessionaire"),

**WITNESSETH:**

WHEREAS, Parks owns and operates Winslow Sports Complex (the "Complex") at 2301 South Highland Street, Bloomington, Indiana; and

WHEREAS, the north side of 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 June 1, 2020 and end on October 1, 2020, excluding the dates of July 27 through August 2, 2020, unless the term is extended as set out in Article H, Section 4.

**B. CONCESSIONAIRE'S RESPONSIBILITIES**

**1. Concession Fee**

Concessionaire shall pay Parks a concession fee of Three Thousand Five Hundred Dollars (\$3,500). Such fee shall be paid in two installments of One Thousand Seven Hundred Fifty Dollars (\$1,750) on or before July 1, 2020, and September 1, 2020.

**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 north side concession location by May 1, 2020. Such menu and pricing is subject to the approval of the Parks Administrator.
- 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.
- c. All vending machines must be turned off from noon on July 27, 2020, through August 2, 2020, to accommodate Parks' National Championships.

**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 will 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 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 sixteen (16) 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 March 26, 2019.

**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 2020 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 north side of 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 not 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 October 1, 2020 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 October 1, 2020.

### 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 October 1, 2020. 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 100  
Bloomington, IN 47402  
ATTN: Dee Tuttle

**Concessionaire:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.

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

**CONCESSIONAIRE**

**CITY OF BLOOMINGTON**

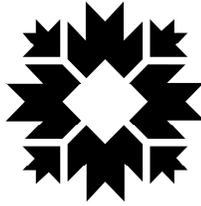
\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Paula McDevitt, Park Administrator

\_\_\_\_\_  
Mick Renneisen, Deputy Mayor



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-4  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Amy Shrake, Program/Facility/Inclusive Recreation Coordinator  
**DATE:** 4/28/2020  
**SUBJECT:** IVY TECH PARTNERSHIP AGREEMENT

### Recommendation

Staff recommends approval of a partnership agreement with Ivy Tech.

### Background

2020 will be the 12th summer Ivy Tech and Bloomington Parks and Recreation have been partners offering the College for Kids summer camp program in conjunction with Kid City camps. The program offers morning classes through Ivy Tech and afternoon camp activities through Kid City. During the morning sessions, participants are given class options ranging from cooking to robotics. In the afternoon, Kid City staff members lead activities indoors and outdoors including swimming, field trips, and art activities.

In addition, the partnership expanded in 2014 to include the Ivy Arts for Kids program. The format will remain as campers participating in Ivy Tech programs half of the day and Parks and Recreation programming the other half. The partnership with Ivy Tech has been successful and beneficial to both organizations.

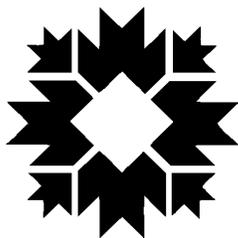
**Funding Source:** Revenue collected from Ivy Tech into 201-18-184501-53270  
Expenses paid from 201-18-154501-51120

**Total Dollar Amount of Contract:** Total Revenues from Ivy Tech \$16,400.00  
Expenses \$11,000.00  
Admin \$5,400.00

**RESPECTFULLY SUBMITTED,**

*Amy Shrake, CTRS*

Amy Shrake, Program/Facility/Inclusive Recreation Coordinator



**CITY OF BLOOMINGTON  
parks and recreation**

**COOPERATION SERVICE AGREEMENT  
PROGRAM PARTNERSHIP**

**Partner(s):**

This Agreement is made and entered into this \_\_\_\_\_ day of March, 2020, by and between the Bloomington Parks and Recreation Department (“BPRD”), and Ivy Tech Community College (“Ivy Tech”).

**WHEREAS**, there is a need to provide summer teen programming in Bloomington as well as a combined art and recreation experience for K-5<sup>th</sup> graders; and

**WHEREAS**, BPRD and Ivy Tech desire to cooperate in the provision of a summer program called “College for Kids” for teens ages 11-15 and a summer program called “Ivy Arts” for children in K-5<sup>th</sup> grades; and

**WHEREAS**, Ivy Tech is qualified to perform such services; and

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

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

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

**1. Purpose of Agreement:**

The purpose of this Agreement is to establish a partnership which will provide for collaborative programming and a sharing of resources to better serve the community.

**2. Duration of Agreement:**

This Agreement commences on April 1, 2020 and expires on March 31, 2021, unless terminated earlier as provided under Article 8.

**3. Bloomington Parks & Recreation:**

The goal of BPRD is to partner with Ivy Tech to provide children grades K-5 and teens ages 11-14 an educational and fun summer program that incorporates a wide variety of structured activities, including but not limited to swimming, off-site field trips and indoor and outdoor recreation opportunities. BPRD agrees to:

- a. Maintain close contact with Jordan Ferguson, Program Manager for the Center for Lifelong Learning, and bring any related issues to his attention.
- b. Assist with the distribution of promotional materials, including flyers and registration information.

- c. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- d. Promote “College for Kids” and “Ivy Arts for Kids” at other community camp information events.
- e. Share all marketing/promotional material with Ivy Tech prior to advertising.
- f. Provide program publicity by publishing information in the BPRD’s seasonal program brochure and on its website.
- g. Provide trained Kid City seasonal staff who will facilitate half day recreational programming for “College for Kids” and “Ivy Arts for Kids” participants from based out of the Allison-Jukebox Center. "Ivy Arts for Kids" either 9 a.m. to 1 p.m. or 1 p.m. to 4 p.m. College for Kids 12:30-5:30 p.m.
- h. Abide by all American Camp Association guidelines for camp programming.
- i. Generate invoices to Ivy Tech by September 1, 2020, for payment of program participant fees and inclusive staff services if applicable.
- j. Provide transportation from morning location to afternoon location as well as from afternoon location to morning location.
- k. Provide all day inclusion services as needed/requested for participants attending both the Ivy Tech and BPRD components with minimum 2 week notification.
- l. Arrange for weekly pick-up of Health Forms from May 15- July 2, 2020 for “College for Kids” and May15- July 17, 2020 for “Ivy Arts for Kids.”

**4. Ivy Tech:**

The goal of Ivy Tech is to partner with BPRD to provide children grades K-5 and teens ages 11-14 an educational and fun summer program that incorporates a wide variety of structured activities, including but not limited to swimming, off-site field trips, and indoor and outdoor recreation opportunities. Ivy Tech agrees to:

- a. Maintain close contact with Amy Shrake, Coordinator, and bring any related issues to her attention.
- b. Assist with the distribution of promotional materials, including flyers and registration information.
- c. Provide qualified adjunct instructors, who have unqualified background checks, and course curricula for the “College for Kids” and “Ivy Arts for Kids” classroom component at Ivy Tech.
- d. Provide program publicity by publishing information in Ivy Tech’s seasonal program brochure and on its website including BPRD logo.
- e. Abide by applicable camp guidelines as set by the American Camp Association.
- f. Intake and process all registration forms and payments for the “College for Kids” and “Ivy Arts for Kids” programs including enforcement of all registration deadlines.

- g. Pay BPRD invoiced amount (no less than \$5000) for program participant fees, \$200 per “Ivy Arts for Kids” camper per session, \$100 per “College for Kids” camper per session (minimum 5 campers) plus one time \$500 transportation fee and inclusion services (for participants attending full-day program) by October 1, 2020.
- h. Create a pick-up point for health forms at the Waldron Arts Center. Health forms will be left for pick-up for all currently registered participants the Wednesday at noon prior to each session. A minimum of 5 campers must be registered for College for Kids by the registration deadline (the Wednesday prior to the beginning of each session by noon) or the session will be cancelled or Ivy Tech will pay the remaining amount to equal \$500.
- i. Health forms will have all the information required of BPRD’s Health Form, including request for accommodations for participants with disabilities and the BPRD waiver statement.
- j. A phone number will be provided for contact beginning at 7:30 AM.
- k. Share all marketing/promotional material with BPR prior to advertising.

**5. Terms Mutually Agreed to By All Partners:**

- a. The intent of this Agreement is to document a mutually beneficial partnership between Ivy Tech and BPRD for “Ivy Arts for Kids” and “College for Kids.”
- b. Share all marketing/promotional material between all partners involved **prior to** any advertising.
- c. The 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.
- d. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable agreed upon by all partners.
- e. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City’s jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- f. Ivy Tech policy prohibits the possession of firearms and other weapons, or dangerous chemicals, or any explosive or explosive device, or of any harmless instrument that looks like one, on College property or at any College sponsored activity held elsewhere.
- g. Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside City of Bloomington facilities and the consumption of alcoholic beverages on City of Bloomington property. These prohibitions are also applicable for participants (registered teens, employees and volunteers) in, and visitors of “College for Kids” on Ivy Tech properties.
- h. Ivy Tech policy prohibits smoking or any form of tobacco use in all college owned or leased facilities and vehicles, including surrounding areas of the buildings. The sale or distribution of tobacco products and the sponsorship of college events, activities, or media by tobacco related products likewise are prohibited. Consuming, being under the influence of, or possessing

intoxicating beverages on College property is not permitted, and being under the influence of, use of, possession of, or distributing illegal drugs is not permitted.

- i. At the expiration or termination of this Agreement, Ivy Tech retains all rights to use of the program name, "College for Kids" And "Ivy Arts for Kids."

**6. Insurance:**

Ivy Tech will furnish BPRD with a certificate of insurance upon execution of this Agreement. Ivy Tech 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 Ivy Tech as insured parties, and Ivy Tech shall provide BPRD with a certificate of insurance prior to the commencement of operations under this Agreement. Ivy Tech and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.

**7. Notice and Agreement Representatives:**

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

**Bloomington Parks and Recreation**  
Becky Higgins  
Recreation Services Division Director  
401 N Morton, STE 250  
Bloomington, IN 47404  
(812) 349-3713  
[barrickb@bloomington.in.gov](mailto:barrickb@bloomington.in.gov)

**Ivy Tech Community College**  
Paul C. Daily  
Artistic Director, Ivy Tech Waldron  
Ivy Tech Community College  
Artistic Director  
Ivy Tech John Waldron Arts Center  
(812) 330-6240  
[pdaily3@ivytech.edu](mailto:pdaily3@ivytech.edu)

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

**Bloomington Parks and Recreation**  
Amy Shrake, Coordinator  
401 N Morton St, STE 250  
Bloomington, IN 47404  
(812) 349-3747  
[shrakea@bloomington.in.gov](mailto:shrakea@bloomington.in.gov)

**Ivy Tech Community College**  
Jordan Ferguson, Program Manager  
The Center for Lifelong Learning  
122 S Walnut St  
Bloomington, IN 47404  
(812) 330-4400  
[csmith1275@ivytech.edu](mailto:csmith1275@ivytech.edu)

**8. Termination:**

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

**9. Release and Hold Harmless Agreement:**

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

**10. E-Verify:**

Ivy Tech 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). Ivy

Tech shall sign an affidavit, attached as Exhibit A, affirming that Ivy Tech does not knowingly employ an unauthorized alien. Ivy Tech shall require any subcontractors performing work under this contract to certify to Ivy Tech 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. Ivy Tech shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

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

**Ivy Tech Community College-Bloomington**

\_\_\_\_\_  
Jennie Vaughan, Chancellor

\_\_\_\_\_  
Jordan Ferguson, Program Manager

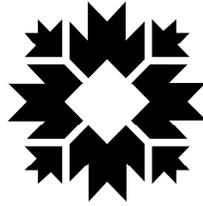
**City of Bloomington,  
Parks and Recreation Department**

\_\_\_\_\_  
Paula McDevitt, Administrator BPRD

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

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





CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-5  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Amy Shrake, Program/Facility/Inclusive Recreation Coordinator  
**DATE:** 4/28/2020  
**SUBJECT:** LAKE MONROE SAILING ASSOCIATION PARTNERSHIP AGREEMENT

### Recommendation

Staff recommends approval of a partnership agreement with Lake Monroe Sailing Association (LMSA)..

### Background

This partnership has been in existence since 1996. The goal of the partnership is to provide an opportunity for the Bloomington community to participate in a diverse sailing program, which is designed to introduce beginner participants to the sport, as well as to provide for skill advancement. The Youth Sailing Camp will run 8 weeks of summer, Monday through Friday, 9am-3pm, under the direction of Walt Johnson. Adult and Family Sailing is offered on both weekends some weekday and evening options.

BPR collects registrations and LMSA does all the programming at their facility. Bloomington Parks and Recreation will keep \$36 per registration. In addition, BPR will provide marketing in the form of a brochure and space in the program guide.

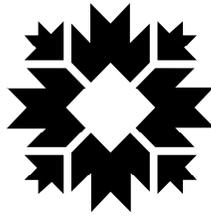
**Funding Source:** Revenue collected into 201-18-184500-53270  
Expenses paid from 201-18-184500-53990

**Total Dollar Amount of Contract:** Total Revenues from LMSA \$70,000.00  
Expenses \$60,000.00  
Retained by BPR \$10,000.00

RESPECTFULLY SUBMITTED,

*Amy Shrake, CTRS*

Amy Shrake, Program/Facility/Inclusive Recreation Coordinator



CITY OF BLOOMINGTON  
Parks and Recreation

## COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

### **Partner(s):**

This Agreement is made and entered into this \_\_\_\_ day of March, 2020, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Lake Monroe Sailing Association, Inc. (“LMSA”).

WHEREAS, BPRD and LMSA desire to cooperate in the provision of a sailing instruction program for the general public; and

WHEREAS, LMSA is qualified to perform such services for BPRD; and

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

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

### **1.0 Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership, which will provide an affordable and effective sailing program for the Bloomington community by combining available resources from each party to the Agreement.

### **2.0 Duration of Agreement:**

This Agreement is in effect from the date of signing until March 31, 2021 unless terminated earlier as provided under Article 7.0.

### **3.0 Bloomington Parks & Recreation:**

- 3.1 The goal of BPRD is to provide an opportunity to the Bloomington community to participate in a diverse sailing program, not otherwise available, designed to introduce beginner participants to the sport as well as to provide for skill advancement.
- 3.2 BPRD agrees to:
  1. Develop and distribute promotional materials: sailing brochures, news releases, program information in both the Parks and Recreation seasonal program guide & the monthly newsletter sent to schools.
  2. Communicate with the public and participants regarding concerns or questions about the program.
  3. Implement participant registration, collect money and registration forms, email registration confirmation and program information.

4. Provide rosters of all participants to coordinators prior to the start of each course.
5. Provide coordinators with reports of fees collected prior to the start of each course.
6. Perform the following payment transactions:
  - a) Collect registration fees of \$225 per participant for Youth Sailing Camps;
  - b) Collect registration fees of \$300 per participant for Adult Keel Boat Sailing;
  - c) Collect registration fees of \$300 per participant of Adult Small Boat Sailing;
  - d) Collect registration fees of \$150 per registration for Friends and Family Sailing;
  - e) Pay LMSA the fee collected less \$36.00 for each participant registered upon receiving the invoices from LMSA;
  - f) Retain \$35.00 for each participant registered plus \$1 transaction fee;
  - g) Pay LMSA the LMSA share of fees collected upon receipt by BPRD of and LMSA invoice, following the completion of each group of Youth Sailing Camps, Adult Sailing classes and Family programs.

#### **4.0 Lake Monroe Sailing Association, Inc.:**

- 4.1 The goals of LMSA are to offer a sailing program not otherwise available to adults and children, introduce the LMSA to the public, increase LMSA membership, and provide programming for children of LMSA members.
- 4.2 LMSA agrees to:
  1. Provide and maintain the following equipment: sailboats, life vests, ropes, sails, books, a motorboat, lifesaving apparatus, and first aid equipment.
  2. Provide the following facilities: bathrooms, telephone, shelter house for inclement weather; defined as, but not limited to, cold weather, rough water (white caps), or lightning.
  3. Hire and train sailing instructors for Youth Sailing Camps who are at least 16 years of age with prior sailing experience. One instructor shall have prior experience teaching sailing. One instructor shall be certified in CPR and First Aid and be in attendance at all times. At least one instructor shall have U. S. Sailing Small Boat Instructor Certification.
  4. Provide invoices to BPRD as detailed in section 3.2.6 (e).
  5. **Provide for adequate safety with the following provisions:**
    - a) LMSA shall provide high quality boats & equipment.
    - b) LMSA shall maintain a ratio of one (1) instructor to six (6) participants with two (2) instructors always on the water and one (1) instructor always in a motorboat when students in the Youth Sailing Camps are in boats. One (1) of the instructors shall be over twenty-one (21) years of age.
    - c) Participants in the Youth Sailing Camps shall pass a swimming test the first day of class, and all participants shall wear life vests when in boats.
    - d) Participants shall learn boat safety and will be taught about boat safety equipment.
    - e) Participants in the Youth Sailing Camps shall pass a test on capsizing and right-of-way rules.
  6. Provide the overall program structure including all planning, organizing, and implementing of the instructional program.

7. Provide a rainy day schedule, planning, organizing and implementing alternative activities in case of inclement weather.

**5.0 Agreement Terms Mutually Agreed To By All Partners to This Agreement.**

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between LMSA and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3 LMSA shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and LMSA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. LMSA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5 LMSA is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. LMSA shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques, equipment, and boat matters.
- 5.6 The location of the program shall be provided by the LMSA at their facilities at 7600 S. Shields Ridge Road.
- 5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.
- 5.8 Pursuant to Indiana code Sections 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), LMSA may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If LMSA implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.
- 5.9 The parties will evaluate this Agreement and the services provided during the month of December 2020.
- 5.10 LMSA shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of LMSA's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against LMSA, its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

**6.0 Notice:**

6.1 Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

**LMSA**

Walt Johnson  
7600 S. Shields Ridge Rd.  
Bloomington, IN 47401  
(812) 824-4611

**BPRD**

Becky Higgins  
PO Box 848  
Bloomington, IN 47404  
(812) 349-3713

6.2 Representatives for the day-to-day operational implementation of this Agreement are:

**LMSA**

Walt Johnson  
7600 S. Shields Ridge Rd.  
Bloomington, IN 47401  
(812) 824-4611

**BPRD**

Amy Shrake  
Box 848  
Bloomington, IN 47404  
(812) 349-3747

**7.0 Termination**

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

**8.0 E-Verify:**

LMSA 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). LMSA shall sign an affidavit, attached as Exhibit A, affirming that LMSA does not knowingly employ an unauthorized alien. LMSA shall require any subcontractors performing work under this contract to certify to LMSA 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. LMSA shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

Signed and Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2020.

**LAKE MONROE SAILING ASSOCIATION, INC.:**

\_\_\_\_\_  
Walt Johnson, Camp Coordinator, LMSA

\_\_\_\_\_  
Date

\_\_\_\_\_  
James C. Owen, LMSA Commodore

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON:**

\_\_\_\_\_  
Paula McDevitt, Administrator, BPRD

\_\_\_\_\_  
Date

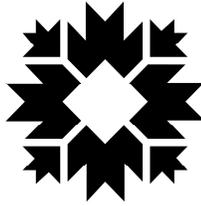
\_\_\_\_\_  
Kathleen Mills, President  
Board of Park Commissioners

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date





CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-6  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Amy Shrake, Program/Facility/Inclusive Recreation Coordinator  
**DATE:** 4/28/2020  
**SUBJECT:** SPECIAL OLYMPICS INDIANA-MONROE COUNTY PARTNERSHIP

### Recommendation

Staff recommends approval of a partnership agreement with Special Olympics Indiana - Monroe County (SOIMC).

### Background

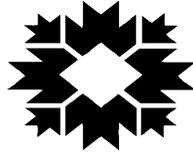
The purpose of this partnership is to support athletic opportunities for community members with developmental disabilities. The City of Bloomington Parks and Recreation Department and the SOIMC have been partnering since 2006, providing individuals with disabilities greater access to sport opportunities. The partnership allows Bloomington Parks and Recreation to continue supporting sports for individuals with disabilities and offers SOIMC flexibility with their programming. The department will continue to facilitate SOIMC's requests for fields and facilities as well as assisting with marketing programs.

Bloomington Parks & Recreation Inclusive Recreation Coordinator, Amy Shrake will continue to facilitate the partnership and be a liaison between SOIMC and BPRD.

**RESPECTFULLY SUBMITTED,**

*A. Shrake, CTRS*

\_\_\_\_\_  
Amy Shrake, Program/Facility/Inclusive Recreation Coordinator



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

## **COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP**

**Partner(s):**

This Agreement is made and entered into this \_\_\_\_\_ day of March, 2020, by and between the Bloomington Parks and Recreation Department (“BPRD”) and Special Olympics Indiana Monroe County (“SOIN-MC”).

**WHEREAS**, there is an apparent need for Special Olympics programs in Bloomington, Indiana; and

**WHEREAS**, the BPRD and SOIN-MC desire to cooperate in the provision of a Special Olympic programs for the general public; and

**WHEREAS**, SOIN-MC is qualified to perform such services on behalf of BPRD; and

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

**WHEREAS**, because services provided by each party will reflect on the other, BPRD and SOIN-MC wish to set forth each parties’ responsibilities and expectations;

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

**1. Purpose of Agreement**

The purpose of this Agreement is to outline a program partnership that will provide a more affordable and effective Special Olympic program for the Bloomington community by combining available resources from each party to the Agreement.

**2. Duration of Agreement**

This Agreement commences on April 1, 2020 and expires on March 31, 2021, unless it is terminated earlier in writing, as provided under Article 7.

**3. Bloomington Parks & Recreation**

The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a Special Olympic sports program, not otherwise available, that is designed to introduce beginner participants to a sport and allow for skill advancement. BPRD agrees to:

**3.1.** Allow SOIN-MC access to fields and facilities in priority category #3 based on the following order established by the City of Bloomington Board of Park Commissioners:

1. BPRD programs
2. Monroe County Community Schools Corporation programs
3. **Partnership programs**
4. Independent programs

- 3.2. Allow SOIN-MC access to fields and facilities as set forth below on the dates and during the times established at the beginning of each sport season at no charge:
  - 1. Banneker Center for Basketball
  - 2. Softball fields to be determined by availability
  - 3. Cascades Golf Course for Golf
- 3.3. Provide an information hotline and voicemail box.
- 3.4. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.
- 3.5. Provide the services of the BPRD Inclusive Recreation Coordinator as a liaison, consultant, and contact person between SOIN-MC and BPRD.
- 3.6. Assist with program publicity by continuing to advertise program information in seasonal program guides and website.
- 3.7. Respond to any and all citizen concerns or complaints reported by SOIN-MC under Article 4.3 of this Agreement within twenty-four (24) hours of receipt.
- 3.8. Provide free meeting space for SOIN-MC management team monthly meetings where available.
- 3.9. Provide a shelter free of charge for the summer picnic one Saturday in September.
- 3.10. Support SOIN-MC in acquiring use of track and bowling facilities as follows:
  - 1. Classic Bowling Lanes for Bowling
  - 2. IU Field House and IU outdoor track facility for track

**4. Special Olympics Indiana Monroe County**

The goals of SOIN-MC are to offer a Special Olympics sports program for the community, introduce SOIN-MC to the public, and provide programming for people with disabilities associated with SOIN-MC. SOIN-MC agrees to:

- 4.1. Maintain close contact with BPRD’s Inclusive Recreation Coordinator and appoint that Inclusive Recreation Coordinator as the BPRD liaison to SOIN-MC’s policy making board.
- 4.2. List BPRD on all publicity and promotional materials SOIN-MC develops as a “partner” or “in partnership with.” A copy of any promotional material should be submitted to BPRD for approval prior to distribution to the public.
- 4.3. Refer any citizen concern, report, or problem regarding the facility, suggestion for improvements to the facility, service provided by staff, or other issues to BPRD on a designated form within twenty-four (24) hours of receipt and/or observation.

**5. Terms Mutually Agreed to By Both Partners**

- 5.1. The intent of this Agreement is to document a mutually beneficial partnership between SOIN-MC and BPRD.
- 5.2. The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3. The commitment of personnel, facilities, supplies, materials, and payments will be honored according to the timetable agreed upon by all partners.
- 5.4. SOIN-MC is recognized as having the expertise and experience to conduct the Special Olympics program safely and effectively. However, BPRD shall have the right to review risk management, agreement terms, financial records, coaching, player behavior, and service quality issues.
- 5.5. Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), SOIN-MC may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. If SOIN-MC develops such a policy for its activities, the City may implement and enforce it. If SOIN-MC wishes to

develop such a policy, it shall provide a copy of the policy to the City and the policy shall be attached to this Agreement as *Exhibit B*.

- 5.5.** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

**6. Notice and Agreement Representatives**

- 6.1.** Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the contacts stated below as follows:

SOIN-MC:  
Denise Brown, County Coordinator  
641 Waterloo Court  
Bloomington, IN 47401  
(812)336-8071

BPRD:  
Amy Shrake,  
Inclusive Recreation Coordinator  
P.O. Box 848  
Bloomington, IN 47402  
(812) 349-3747  
(812) 349-3747 (voice mail)  
(812) 325-2583 (cell)

- 6.2.** The persons listed in Article 6.1 shall also serve as agreement representatives for the day to day operations and implementation of this Agreement.

**7. Termination**

- 7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to February 28, 2020 by mutual written agreement only.
- 7.2.** Unilateral termination: In the event that one of the partners 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 ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

**8. Insurance:**

SOIN-MC will furnish BPRD with a certificate of insurance upon execution of this Agreement. SOIN-MC 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 SOIN-MC as insured parties, and SOIN-MC shall provide BPRD with a certificate of insurance prior to the commencement of operations under this Agreement. SOIN-MC and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.

**9. Release and Hold Harmless Agreement:**

SOIN-MC, including its representatives, agents, and assigns, does hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement.

**10. E-Verify:**

SOIN-MC 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). SOIN-MC shall sign an affidavit, attached as Exhibit A, affirming that SOIN-MC does not knowingly employ an unauthorized alien. SOIN-MC shall require any subcontractors performing work under this contract to certify to SOIN-MC 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. SOIN-MC shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

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

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

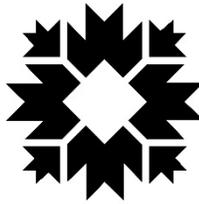
\_\_\_\_\_  
Denise Brown, County Coordinator  
Special Olympics Indiana Monroe County

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

\_\_\_\_\_  
Jeff Mohler, CEO  
Special Olympics Indiana Monroe County

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





CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-7  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Crystal Ritter, Community Events Coordinator  
**DATE:** April 28, 2020  
**SUBJECT:** REVIEW/APPROVAL OF THE CONTRACT WITH KINGSSNAKE SOUND COMPANY FOR 2020 SOUND ENGINEERING SERVICES

### Recommendation

Staff recommends approval of contract with KingSnake Sound Company for sound engineering services and equipment rental for Community Events held in the 2020 calendar year.  
Funding Source: 200-18-186500-53730 or 201-18-186500-53730

### Background

This contract is for sound engineering services, set-up and tear-down of sound equipment, and sound equipment rental for the Bloomington Street Fair, Summer Kickoff Celebration in Switchyard Park, the Bloomington Symphony Orchestra concert in Switchyard Park, the Pumpkin Launch at the Monroe County Fairgrounds, and the Holiday Market at Bloomington's City Hall. This contract also includes estimated repair costs to maintain Bloomington Parks and Recreation's current sound systems. We have used KingSnake Sound Company for several years and they are reliable and continue to be well priced.

Total Dollar Amount of Contract: Not to exceed \$2,000

Approximate breakdown:

200-18-186507-53730=\$975

201-18-186500-53730=\$325

200-18-186500-53990=\$325

201-18-186500-53650=\$375 (Repair Work)

**RESPECTFULLY SUBMITTED,**

Crystal Ritter, Community Events Coordinator

# AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND KingSnake Sound Company

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020 \_\_\_\_, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and KingSnake Sound Company ("Consultant"),

**Article 1. Scope of Services** Consultant shall provide the Services:

Sound engineering services, equipment rental, and equipment repair for community events hosted by Bloomington Parks and Recreation. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Crystal Ritter as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

Sunday, May 3rd- Bloomington Street Fair on Kirkwood Ave. between Dunn St. and Washington St.

Friday, May 22nd- Summer Sampler event in Switchyard Park, 1601 S. Rogers St.

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

Saturday, October 24- Bloomington Pumpkin Launch at the Monroe County Fairgrounds, 5700 W Airport Rd

Saturday, November 28- Holiday Market at Bloomington's City Hall, 401 N. Morton St.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF BLOOMINGTON**

**KingSnake Sound Company**

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

\_\_\_\_\_  
Chris Ramsey (Owner)

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

KingSnake Sound Company

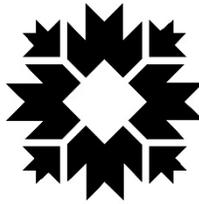
By: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-8  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Crystal Ritter, Community Events Coordinator  
**DATE:** April 28, 2020  
**SUBJECT:** REVIEW/APPROVAL OF THE 2020 PARTNERSHIP WITH THE RYDER FILM SERIES AND MAGAZINE

### Recommendation

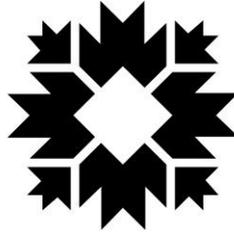
Staff recommends approval of the partnership with the Ryder Film Series to obtain movie licenses for the 2020 season of the Movies in the Parks series. The Bloomington Parks and Recreation Department will acquire sponsorship funds to pay for the movie licenses. The Ryder will acquire the movie licenses and will provide monthly advertisements in The Ryder Magazine. Movie Licenses, movie rental/purchasing fees, and the advertisement fees to The Ryder Magazine will be paid for out of account 201-18-186506-53990.

### Background

The partnership with The Ryder Film Series and Magazine (The Ryder) has brought free public screenings of movies for over 20 years to the Bloomington community. This partnership provides a way to for the Bloomington Parks and Recreation Department (Parks) to acquire movie licenses at a discounted rate. This year 6 films in 4 locations: Bryan Park Pool, Bryan Park, Olcott Park, and Switchyard Park, will be offered The partnership includes compensating The Ryder an additional amount equal to half of the remainder of movie sponsorship revenue that Parks brings in through sponsorships, in an amount not to exceed One Thousand Eight Hundred Dollars (\$1800.00) in addition to the, One Thousand Five Hundred Dollars (\$1500.00), cost of the movie rights and shipping fees. The Ryder will provide monthly advertisements in The Ryder magazine promoting the Movies in the Park series. The Ryder will provide access to marketing pieces (logos, pictures, etc) associated with selected movies. No changes have been made to this year's agreement.

**RESPECTFULLY SUBMITTED,**

  
\_\_\_\_\_  
Crystal Ritter, Community Events Coordinator



CITY OF BLOOMINGTON  
Parks and Recreation

## COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

### The Ryder Film Series

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and The Ryder Film Series (“Ryder”).

**WHEREAS**, BPRD and The Ryder desire to cooperate in the provision of free outdoor movies for the benefit of the general public; and

**WHEREAS**, The Ryder is qualified to perform such services with BPRD; and

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

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, the Partners to this Agreement agree as follows:

#### **1.0 Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership which provides for increased entertainment opportunities for the Bloomington community by combining available resources from each partner to the Agreement.

#### **2.0 Duration of Agreement:**

This Agreement shall be in full force and effect from April 1, 2020, to December 31, 2020, unless early termination occurs as described in Article 7 of this Agreement.

#### **3.0 Bloomington Parks & Recreation:**

The goal of BPRD is to build a positive relationship with The Ryder in order to provide more affordable entertainment opportunities for the Bloomington community. BPRD agrees to:

**3.1.** Provide a screen, sound equipment, projector, and staffing for the *Movies in the*

*Park* movie series and any other movies shown in BPRD facilities.

- 3.2. Secure financial sponsorship and schedule movie times for the *Movies in the Park* movie series and any other movies shown in BPRD facilities.
- 3.3. Promote the *Movies in the Park* in a quarterly Program Guide and through public service announcements and news releases, listing The Ryder as a co-sponsor in all publicity.
- 3.4. Work with The Ryder on selecting appropriate films for movies shown in BPRD facilities. The total cost of the movie rights and shipping fees for the *Movies in the Park* Series shall be no more than One Thousand Five Hundred Dollars (\$1500.00). The BPRD also has the option to obtain a movie on its own and not pay shipping fees. Additional costs will be associated with any additional films added at later dates within the year.
- 3.5. Compensate the Ryder for the cost of the movie rights and shipping costs, plus an additional amount equal to half of the remainder of movie sponsorship revenue, in an amount not to exceed One Thousand Eight Hundred Dollars (\$1800.00).
- 3.6. Pay The Ryder in two (2) installments, one following the third movie and one following the sixth movie. BPRD will e-mail The Ryder after the third and sixth movie to secure an invoice for the amount due, and will pay the invoice within thirty (30) days after receipt. In the event that a movie is rescheduled, BPRD will cover any additional shipping fees. Additional movies scheduled by BPRD staff will be invoiced separately by program areas.

#### **4.0 The Ryder:**

The goal of The Ryder is to provide free outdoor movies to the Bloomington community. The Ryder agrees to:

- 4.1. Promote *Movies in the Park* in its film series calendar, listing BPRD as a co-sponsor in all publicity.
- 4.2. Provide two (2) full-page advertisements to thank and appreciate the movie sponsors in The Ryder magazine, one in the month before the series begins and one in the month after the series ends.
- 4.3. Provide monthly ¼ size advertisements in The Ryder magazine promoting *Movies in the Park*. BPRD will provide these to the The Ryder.
- 4.4. Work with BPRD on selecting appropriate films for *Movies in the Park* Series as well as any additional movies shown in BPRD facilities.
- 4.5. Provide invoices for payment by BPRD. Following the third and sixth movies. The Ryder will provide an invoice to BPRD for the amount due. Separate invoices

will be sent to program areas if additional movies are scheduled.

- 4.6. Secure all movies and the rights to show the movies.
- 4.7. The Ryder will consult with BPRD staff on best practices and industry trends.
- 4.8. The Ryder will provide access to marketing pieces (logos, pictures, etc) associated with selected movies for the Movies in the Park Series.

**5.0 Terms Mutually Agreed To By All Partners To This Agreement:**

The intent of this Agreement is to document a mutually beneficial partnership between BPRD and The Ryder.

- 5.1. The staff and personnel involved will at all times represent all partners to this Agreement in a professional manner and reflect the commitment of both partners to quality services and customer satisfaction.
- 5.2. The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.
- 5.3. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.
- 5.4. The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
- 5.5. This Agreement and the services provided will be evaluated in January 2021.

**6.0 Notice and Agreement Representatives:**

- 6.1. Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

**Bloomington Parks & Recreation**  
Becky Higgins  
Box 848  
Bloomington, IN 47404  
[barrickb@bloomington.in.gov](mailto:barrickb@bloomington.in.gov)  
812-349-3713

**The Ryder**  
Peter Lopilato  
405 West Fourth St.  
Bloomington, IN 47404  
812-339-2002

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

**Bloomington Parks & Recreation**

Crystal Ritter  
Box 848  
Bloomington, IN 47404  
[ritterc@bloomington.in.gov](mailto:ritterc@bloomington.in.gov)  
812-349-3725

**The Ryder**

Peter Lopilato  
405 West Fourth St.  
Bloomington, IN 47404  
812-339-2002

**7.0 Termination:**

7.1. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2020, by mutual written agreement only.

7.2. Unilateral termination: In the event that one of the partners 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 ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

**8.0 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 anyway 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.

**9.0 Release and Hold Harmless Agreement:**

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

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

BLOOMINGTON PARKS AND RECREATION DEPARTMENT

\_\_\_\_\_  
Leslie J. Coyne  
Vice President, Board of Park Commissioners

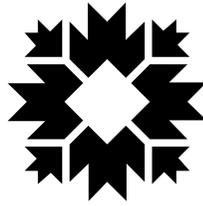
\_\_\_\_\_  
Paula McDevitt, BPRD Director

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

THE RYDER FILM SERIES

\_\_\_\_\_  
Peter Lopilato





CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-9  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erik Pearson-Program/Facility Coordinator  
**DATE:** April 28, 2020  
**SUBJECT:** Bylaws-Banneker Community Center Advisory Council

### Recommendation

Staff recommends approval of bylaws with for the Banneker Community Center Advisory Council.

### Background

In late 2019, Banneker Community Center staff sought to restructure the Banneker Community Center Advisory Council. In November of 2019 applications were received and twelve individuals were approved by Department staff and the Board of Parks Commissioners to join the BCCAC.

Through the end of 2019 and first two months of 2020, Banneker staff and BCCAC liaisons have worked with current BCCAC members to update bylaws for the BCCAC. The recommended bylaws represent the current standing of the BCCAC and allow for continued development as this group continues to advise Department staff on Banneker Community Center activities.

**RESPECTFULLY SUBMITTED,**

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Erik Pearson, Program/Facility Coordinator

# Advisory Council Policies - 5010

Date: February 5th, 2020

Accreditation Standard #: 1.1.2

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**POLICY RE: Banneker Community Center Advisory Council (BCCAC)**

## **Advisory Council Established**

The Benjamin Banneker Community Center Advisory Council composed of a minimum of twelve (12) voting members.

## **Qualifications of Council Members**

The members of the council shall be qualified electors of the City and shall serve without compensation. The members of the council shall hold no other elected or paid public office in the City. Council members must be involved members of the Bloomington/Monroe County community and represent a diverse background and knowledge of youth work and community organizing in the region.

## **Term of Office and Vacancies of Council**

Members of the council shall generally serve for a period of two (2) years. Initial terms for current 12 member council will be staggered in 1, 2 and 3 year terms beginning in 2020. New and renewing members will serve two year terms thereafter. Replacement members filling vacancies will NOT be required to take on the rest of the term of the individual with which they replaced. All new members will begin with a two-year term.

Term limits will not be set, however at the end of the two-year term members must indicate whether they wish to extend for another two-years and be approved in doing so by the Bloomington Board of Park Commissioners.

## **Appointments to Council**

Appointments to the council and the filling of vacancies shall be made by the Board of Park Commissioners. All new members will begin with a two-year term. Applications will be accepted on a yearly basis between January-March of each year unless a vacancy is submitted prior. New applicants will need to fill an outgoing void or need within the three subcommittees: 1) Programming & Policy, 2) Facility and Funding and 3) Advocacy and Outreach.

## **Organization of Council**

At its first regular meeting following January 1 of each year, the members of the council shall elect a chair of the three subcommittees (Programming & Policy, Advocacy & Outreach and

# Advisory Council Policies - 5010

Date: February 5th, 2020

Accreditation Standard #: 1.1.2

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Funding & Facility). The chairs of each subcommittee will also serve as co-chairs of the Council at-large and represent the Council at functions i.e. Park Board Meetings, Events, etc. Each chair is responsible for organizing their subcommittee and presenting updates at each Council meeting. Each chair will work with Banneker Center staff on goals and objectives of the subcommittees but will ultimately take up assignments as they so choose. Chairs will work together each month to submit meeting agendas to Banneker Center staff no fewer than 72 hours prior to the next scheduled meeting. Members may be allowed to participate in no more than two subcommittees at a given time. Members must be evenly dispersed within subcommittees at the co-chairs discretion.

## **Procedure**

The council shall adopt rules and regulations to govern procedure each January and will meet as a whole the third Monday of each month unless otherwise scheduled. At the beginning of each meeting, co-chairs will have a call to order and seek to approve meeting minutes from previous month's meeting. Each vote will require a move and be seconded before all voting members vote. If the vote is approved, a co-chair will announce the approval.

Council will vote on the following procedures:

- Approval of Meeting Minutes
- Approval of co-chair appointees
- Approval of subcommittee rosters
- Approval of recommendations to fill Council vacancies
- Formal recommendations to be made to the Bloomington Parks and Recreation Department/Board of Park Commissioners
  - I.e. Change to bylaws, change to policy/programming/facility projects/outreach, etc.
- Approval of Council's involvement in Banneker events, i.e. Block Party, Thanksgiving, Black History Month Celebration.

## **Quorum**

A majority of members present shall constitute a quorum for the purpose of taking action on any agenda items.

## **Absence from Council Meetings**

Absence of a member from three consecutive meetings, without prior communication noted in the official minutes, constitutes the voluntary resignation of such absent member and the position shall be declared vacant. Each member must attend at least four (4) meetings in a six-month

Page 2 of 4

## Advisory Council Policies - 5010

Date: February 5th, 2020

Accreditation Standard #: 1.1.2

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window to remain an active member of the Council. The two six-month windows will include January-June and July-December. Members who are unable to attend monthly meetings, but remain active on subcommittees must still attend at least four (4) of the six meetings.

### Minutes of Council Meetings

The Administrator of the Parks and Recreation Department shall appoint a secretary to maintain accurate minutes of the activities and official actions of the council. This secretary shall also serve as the staff liaison between the council and the Parks and Recreation Department. Minutes will be dispersed to all members of the Council within two days (2) from the subsequent monthly meeting to be approved at the beginning of said meeting.

### Council Duties and Responsibilities

The duties and responsibilities of the BBCAC shall be to:

- a. Act in an advisory capacity to the Board of Park Commissioners in all matters pertaining to operations of Benjamin Banneker Community Center (BBCC) and to cooperate with other civic groups and governmental agencies in the use and advancement of activities held at BBCC for the entire Bloomington community;  
  
Work with Banneker staff to develop and implement strategies for community engagement on what citizens programming wants and needs are;
- b. Provide input to staff to assist in the formulation of policies on the BBCC for approval by the Board of Park Commissioners;
- d. Report to the Board of Park Commissioners annually to discuss proposed policies, programs, budgeting, future needs or other matters requiring joint deliberation;
- e. Recommend to the Board of Park Commissioners the development of additional areas or improvements at BBCC
- f. Assist Banneker staff to make recommendations to Board of Park Commissioners for Council vacancies.
- g. Assist the Board of Park Commissioners in communicating to the citizens any difficulties faced by the Board in financing the operations of BBCC and the improvement and maintenance of present facilities

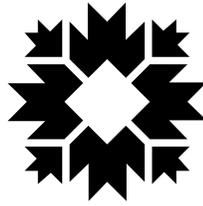
## Advisory Council Policies - 5010

Date: February 5th, 2020

Accreditation Standard #: 1.1.2

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- h. Assist the programs held at BBCC by volunteering to work as requested by Parks and Recreation at special events or activities; especially those events which place an emphasis upon youth, and other special events for all members of the community
- i. Work closely with local public, private, and semi-private organizations in a mutually cooperative manner for the betterment of BBCC services and facilities
- j. Assist in identifying citizen needs and concerns for the Board of Park Commissioners as it may effect BBCC operations as a community center for all of Bloomington



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-10  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erik Pearson-Program/Facility Coordinator-Banneker Community Center  
**DATE:** April 28<sup>th</sup>, 2020  
**SUBJECT:** CONTRACT FOR SERVICES WITH CHEF FOR HIRE INC.

### Recommendation

Staff recommends approval of a contract for services in support of the 2020 Banneker Camp summer program with Chef for Hire Inc. Total financial amount of contract is not to exceed Thirty Thousand Dollars (\$30,000) to come out of the yet to be created NR grant line USDA 2020. The grant line will be established by the Controller's office once the grant is awarded.

### Background

The Banneker Camp summer program is a USDA Summer Food Service Program site that serves a healthy breakfast, lunch and dinner to approximately 100 youth per day in June and July. To meet USDA healthy meal requirements, Banneker has worked for the past several years with Chef for Hire who provide approved meals for Banneker to serve and store safely on-site. Through the USDA, Banneker is reimbursed for every meal that is served. Banneker has worked with Chef for Hire for many years and would like to continue in 2020.

**RESPECTFULLY SUBMITTED,**

---

Erik Pearson, Program/Facility Coordinator

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
Chef for Hire  
FOR  
Banneker Camp**

This Agreement, entered into on this 28<sup>th</sup> day of April, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Chef for Hire Inc. (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to vend meals for Summer Food Service Program; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the development of meals to follow State guidelines (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 May 26<sup>th</sup>-July 31<sup>st</sup> 2020, 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 Erik Pearson as the Department’s Project Manager.

**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 Thirty Thousand Dollars (\$30,000). 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:

Erik Pearson  
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.

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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	Chef for Hire
Attn: Erik Pearson	Monty Degenhardt
401 N. Morton, Suite 250	PO.O. Box 44156
Bloomington, Indiana 47402	Indianapolis, IN 46244

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**

**Chef for Hire Inc.**

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

\_\_\_\_\_  
Monty Degenhardt, Owner

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

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

## EXHIBIT A

### “Scope of Work”

**The Services shall include the following:**

- Chef for Hire will produce, package, and deliver breakfast, lunch and dinner meals to the Banneker Community Center twice per week.
- They will produce and package meals to the standards of the USDA Summer Food Service Program for which the Banneker Community Center complies.
- Chef for Hire will receive order of number of meals needed from Banneker Center and supply the appropriate amount twice per week
- Chef for Hire will send an itemized menu list for each delivery for record keeping to be done in accordance with USDS guidelines
- Chef for Hire will ensure that each food item has not met its expiration date, and will reimburse funds associated with items that arrive spoiled.

## **EXHIBIT B**

### **“Project Schedule”**

- Meals will be delivered prior to the start of Banneker Camp the week of May 26<sup>th</sup> for the first week of programming beginning June 1<sup>st</sup>
- Each week of programming from June 1-July 31<sup>st</sup> meals will be produced and delivered twice per week.



**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 \_\_\_\_\_, 2020.

**Chef for Hire Inc.**

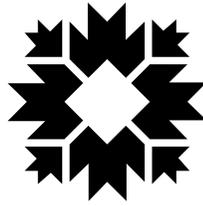
By: \_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_, 20\_\_\_\_.

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

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-11  
Date: 2/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Marcia Veldman, Farmers' Market Coordinator  
**DATE:** April 28, 2020  
**SUBJECT:** FARMERS' MARKET ADVISORY COUNCIL APPOINTMENTS

### Recommendation

Staff recommends the appointment of Cortland Carrington, Becky Vadas, Whitney Schlegel and Melanie McQuinn as farmer representatives, Katie Zukoff and Jesus Barajas as food and beverage artisan representatives, and Janice Lilly, Michael Gleeson, Mara Lea Rosenbarger and Lynn Schwartzberg as customer representatives to the Farmers' Market Advisory Council.

### Background

The Farmers' Market Advisory Council is composed of a maximum of eleven voting members, four farm vendor representatives, two food and beverage artisan representatives and five customer representatives. Attached is the recommended list of Farmers' Market Advisory Council (FMAC) members. There were 4 farm vendor position openings and four applications received, 2 food and beverage artisan position openings and 3 applications received and four customer position openings and fifteen applications received. The recommendations are made based on several factors including a desire for diverse representation and for maintaining some institutional knowledge.

A notice regarding the position openings was placed in the *Herald-Times*, on the Market Web site, in the Market customer newsletter, through the Broadening Inclusion group, via the networks of Community and Family Resources, sent to about 15 organizations representing diverse population and in the *Market Beet*, the vendor newsletter of the Bloomington Community Farmers' Market.

RESPECTFULLY SUBMITTED,

Marcia Veldman, Farmers' Market Coordinator  
Attachment: FMAC list

# Bloomington Community Farmers' Market Advisory Council 2020/21

## Farmers

Whitney Schlegel  
8101 S. Victor Pike  
Bloomington, IN 47403  
(812) 824-7877  
[marblehillfarmin@gmail.com](mailto:marblehillfarmin@gmail.com)  
Term Ends: 4/30/22 (1st Term)

Cortland Carrington  
3210 East 10<sup>th</sup> St.  
Bloomington, IN 47408  
(812) 679-3142  
[Cortland.carrington@gmail.com](mailto:Cortland.carrington@gmail.com)  
Term Ends: 4/30/22 (2<sup>nd</sup> Term)

Melanie McQuinn  
8938 E. Mineral-Koleen Rd.  
Owensburg, IN 47453  
(713) 560-8424  
[shawneehillsfarm.info@gmail.com](mailto:shawneehillsfarm.info@gmail.com)  
Term Ends: 4/30/22 (1<sup>st</sup> Term)

Rebecca Vadas  
4297 E. Farr Rd.  
Bloomington, IN 47408  
(812) 345-2917  
[rebeccavadas@aol.com](mailto:rebeccavadas@aol.com)  
Term Ends: 4/30/22 (2<sup>nd</sup> Term)

## Food and Beverage Artisans

Jesus Barajas  
2361 W. Rappel Ave.  
Bloomington, IN 47404  
(812) 955-8517  
[ch3\\_pac@hotmail.com](mailto:ch3_pac@hotmail.com)  
Term Ends: 4/30/22 (1<sup>st</sup> Term)

Katie Zukoff  
4595 Earl Young Rd.  
Bloomington, IN 47408  
(812) 624-1104  
[muddyfork@gmail.com](mailto:muddyfork@gmail.com)  
Term Ends: 4/30/22 (1<sup>st</sup> Term)

## Customers

Janice Lilly  
518 N. Park Ridge Rd.  
Bloomington, IN 47401  
(812) 219-9539  
[Janicelilly@alumni.iu.edu](mailto:Janicelilly@alumni.iu.edu)  
Term Ends: 4/30/22 (1st Term)

Mara Lea Rosenbarger  
1303 E. University St.  
Bloomington, IN 47401  
(812) 323-0918  
[maralearose@sbcglobal.net](mailto:maralearose@sbcglobal.net)  
Term Ends: 4/30/22 (1st Term)

Michael Gleeson  
1211 Maxwell Lane  
Bloomington, IN 47401  
(812) 339-2469  
[Gleeson@iupui.edu](mailto:Gleeson@iupui.edu)  
Term Ends: 4/30/22 (1st Term)

Lynn Schwartzberg  
4325 Weymouth Lane  
Bloomington, IN 47408  
(812) 322-6109  
[lynnschw@gmail.com](mailto:lynnschw@gmail.com)  
Term Ends: 4/30/22 (1<sup>st</sup> Term)

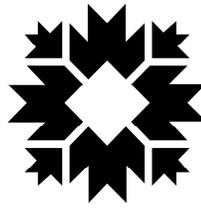
Suzanne Mann  
3730 Exeter Lane  
Bloomington, IN 47408  
(812) 331-1400  
(812) 345-0811  
[Spmann49@gmail.com](mailto:Spmann49@gmail.com)  
Term Ends: 4/30/21 (1st Term)

## Park Staff Liaison

Marcia Veldman  
P.O. Box 848  
Bloomington, IN 47402  
(812) 349-3738  
(812) 325-2446  
[veldmanm@bloomington.in.gov](mailto:veldmanm@bloomington.in.gov)

## Park Board Liaison

Leslie J. Coyne  
P.O. Box 848  
Bloomington, IN 47402  
(812) 339-4304  
(812) 320-7366  
[lcoyne@indiana.edu](mailto:lcoyne@indiana.edu)



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-12  
Date: 4/22/2020

Administrator  
Review/Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** April 28, 2020  
**SUBJECT:** PARTNERSHIP AGREEMENT WITH THE CODE & KEY ESCAPE ROOMS

### **Recommendation**

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and The Code & Key Escape Rooms (Code & Key). There will be a 50/50 split of revenue from entry fees after expenses have been paid. The revenue split will be paid through the Community Events account – 201-18-186500-53990.

### **Background**

This is the second year for this partnership. The goal of the partnership is to combine resources from BPRD and Code and Key to offer the Strange Things Escape Adventure to the Bloomington community.

The event takes the concept of an escape room and moves it outside to Switchyard Park. The storyline will be based on the popular Stranger Things show. Attendees will have to work together with their group of 3-6 people and use their wits and ingenuity to solve puzzles and problem-solving tasks at a series of stations in 60 minutes or less.

The event will be on Saturday and Sunday June 6th, 7th, 13th, & 14th at Switchyard Park. The adventure will start every 30 minutes from 1-7 pm each day.

Teams can register online at the parks website [bloomington.in.gov/parks](http://bloomington.in.gov/parks) or in person at the BPRD office.

**RESPECTFULLY SUBMITTED,**

Bill Ream, Community Events Coordinator



CITY OF BLOOMINGTON  
Parks and Recreation

## COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP

### **Partner(s):**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Bloomington Parks and Recreation Department (“BPRD”), and the Code and Key Escape Rooms (C&K).

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

**WHEREAS**, BPRD and C&K desire to cooperate in the provision of a community event called the Strange Things Escape Adventure for the general public; and,

**WHEREAS**, C&K is qualified to perform such services; and,

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

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

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

### **1. Purpose of Agreement:**

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

### **2. Duration of Agreement:**

This Agreement commences April 28, 2020 and expires on June 30, 2020 unless terminated earlier as provided under Article 8 of this Agreement.

### **3. Bloomington Parks & Recreation**

The goal of BPRD is to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly summer event called the Strange Things Escape Adventure. The event, to be held at Switchyard Park June 6th, 7th, 13th, and 14th, 2020 is designed to create a fun way to provide an escape room type event in the outdoors for community members.

BPRD agrees to:

- 3.1. Maintain close contact with the staff of the Code & Key Escape Rooms and bring any event related issues to their attention
- 3.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters
- 3.3. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities
- 3.4. Promote the Strange Things Escape Adventure at other major family-friendly BPRD events prior to the event
- 3.5. Share all marketing/promotional material with C&K prior to advertising
- 3.6. Coordinate logistics with partner for entire event
- 3.7. Coordinate the set-up and tear-down of the event
- 3.8. Coordinate registration of community members
- 3.9. Coordinate collection of registration entry fees
- 3.10. Provide paid staff for joint program efforts at the event
- 3.11. Provide the services of the Community Events Coordinator as a liaison, consultant and contact person between the C&K and BPRD and additional full-time/part-time staff necessary for the event.
- 3.12. Assist with providing volunteers
- 3.13. Coordinate acknowledgement and thank you for sponsors

#### **4. The Code and Key Escape Rooms**

The goals of the Code & Key Escape Rooms are to partner with a community agency to provide an opportunity for the Bloomington community to participate in an affordable and family-friendly summer event called the Strange Things Escape Adventure. The event, to be held at Switchyard Park June 6th, 7th, 13th, and 14th, 2020 is designed to create a fun way to provide an escape room type event in the outdoors for community members.

The Code & Key Escape Rooms agrees to:

- 4.1. Maintain close contact with Bill Ream, Community Events Coordinator, and bring any event related issues to his attention
- 4.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters
- 4.3. Include information about event on their website and any other appropriate areas such as signs
- 4.4. Provide activities and puzzles for the event
- 4.5. Assist with logistics and layout of the site including puzzle set up, creation of equipment/ puzzle needs, etc as necessary prior to event
- 4.6. Provide staff to assist with set-up, operation, and tear-down of event

## **5. Terms Mutually Agreed to By All Partners:**

The intent of this Agreement is to document a mutually beneficial partnership between BPRD, and C&K for the Strange Things Escape Adventure.

BPRD, and C&K agree to:

- 5.1. Share all marketing/promotional material between all partners involved
- 5.2. Coordinate safety management and regulate visitor flow at event
- 5.3. Split the event profit equally between both partners. Event profit will be the revenue generated from entrance fees minus direct expenses for the event.
- 5.4. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction
- 5.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners
- 5.6. The prohibitions of smoking and the consumption of alcoholic beverages shall apply to all participants in and visitors to the Strange Things Escape Adventure.

**6. Insurance**

The Code and Key Escape Rooms and the City of Bloomington Parks & Recreation Department shall furnish each other with a certificate of insurance upon execution of this partnership Agreement. Each party will maintain comprehensive general liability insurance.

**7. Notice and Agreement Representatives:**

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

Bloomington Parks and Recreation	The Code and Key Escape Rooms
Becky Higgins	Kate Burch
Recreation Services Director	Owner
P.O. Box 848,	101 Kirkwood Ave, Fountain Square Mall,
Bloomington, IN 47402	Suite 113
(812) 349-3713	Bloomington, IN 47404
	(812) 214-1497

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

Bloomington Parks and Recreation	The Code and Key Escape Rooms
Bill Ream, Community Events Coordinator	Kate Burch, Owner
(812) 349-3748	(812) 214-1497

**8. Termination:**

8.1. Termination by mutual agreement: The partners may terminate this Agreement prior to June 30, 2020, by mutual written agreement only.

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

**9. Indemnity**

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

claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

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

**The Code and Key Escape Rooms**

---

Kate Burch, Owner

**City of Bloomington**

---

Phillipa M. Guthrie, Corporation Counsel

**City of Bloomington Parks and Recreation**

---

Paula McDevitt, Director

---

Kathleen Mills, President, Board of Park Commissioners

**APPENDIX A**

STATE OF INDIANA  
COUNTY OF \_\_\_\_\_

SS:

AFFIDAVIT

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

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)

2. The company named herein that employs the undersigned:
- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
  - 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 State 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.

\_\_\_\_\_  
Signature

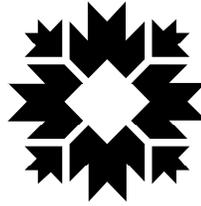
\_\_\_\_\_  
Printed name

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MONROE    )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed name

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-13  
Date: 4/22/2020

Administrator  
Review/Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** April 28, 2020  
**SUBJECT:** CONTRACT FOR SERVICES WITH BIG BOUNCE FUN HOUSE RENTALS

### Recommendation

Staff recommends the approval of the contract for services with Big Bounce Fun House Rentals to rent bounce houses and other equipment for the Summer Kickoff, Touch a Truck, and Holiday Market events. The rentals will be paid out of Community Events accounts 200-18-186500-53990 & 201-18-186500-53990 and will not exceed \$3,500.

### Background

We have rented items from this company for several years and the equipment is always high quality and their staff is very conscientious regarding the safety of event attendees using the equipment.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
BIG BOUNCE FUN HOUSE RENTALS**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Big Bounce Fun House Rentals (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to hold various events throughout the year; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform rental of entertainment equipment including but not limited to bounce house type equipment (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 12/31/20, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Bill Ream as the Department’s Project Manager.

**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 three thousand five hundred dollars (\$3,500). 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:

Bill Ream  
City of Bloomington Parks and Recreation  
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.

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.

- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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	Big Bounce Fun House Rentals
Attn: Bill Ream	Attn: Susan Lorimer
401 N. Morton, Suite 250	3583 E. State Road 240
Bloomington, Indiana 47402	Greencastle, IN 46135

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**

**BIG BOUNCE FUN HOUSE RENTALS**

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

\_\_\_\_\_  
Susan Lorimer, Owner

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

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

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

Rental of entertainment equipment including but not limited to bounce house type equipment for various community events planned by the department throughout the year. As needed and requested by the department, the rental will include set up and tear down of equipment and providing the staffing necessary for the operation of the equipment.

Possible Events Included:

Summer Kick Off  
Switchyard Park Programming  
Pumpkin Launch  
Holiday Market

.

**EXHIBIT B**

**“Project Schedule”**

As needed and scheduled by the department for various events throughout the year.



**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 \_\_\_\_\_, 2020.

**Big Bounce Fun House Rentals**

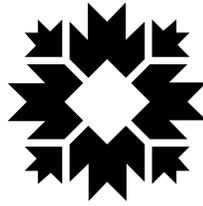
By: \_\_\_\_\_  
\_\_\_\_\_

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-14  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull  
**DATE:** April 28, 2020  
**SUBJECT:** CONTRACT WITH KENTUCKY FAIRWAYS ZOYSIA FARM

### **Recommendation**

Staff recommends approval of Kentucky Fairways Zoysia Farm for this project. General Obligation Bond Series D: GL 977-18-18016d-54510.

### **Background**

This is the final 9 holes of Zoysia grass installation on the Pine 9. This same vendor did the other two installations and we have been very satisfied with their work. The original designated series in the bond for this project has been exhausted and that is why it is being funded out of non-reverting.

Bids were solicited back in January 2020. We only received this one bid but that was to be expected. We were allowed to trim back the turf coverage on the original specifications to reduce the cost of this project. Zoysia is a highly desired type of grass because of several reasons: it thrives in heat, it requires less watering, it chokes out weeds, it takes less chemicals overall, and the turf growth spreads over time.

**RESPECTFULLY SUBMITTED,**

---

John Turnbull, Division Director Sports

**CONTRACT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
KENTUCKY FAIRWAYS ZOYSIA FARM  
FOR  
ZOYSIA GRASS INSTALLATION PINE 9 CASCADES GOLF COURSE**

**THIS CONTRACT** is executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter City), and Kentucky Fairways Zoysia Farm, (hereinafter Contractor);

**WITNESSETH THAT:**

WHEREAS, the City desires to retain Contractor's services for the **Scope of Work** (more particularly described in Attachment A, "Scope of Work") ("Services"); and

WHEREAS, Contractor is capable of performing the Services as per its Bid, presented at the March 4 deadline. and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, Contractor was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

**ARTICLE 1. TERM**

**1.01** This Contract shall be effective upon execution of this Contract by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

**ARTICLE 2. SERVICES**

**2.01** Contractor shall complete all work required under this Contract no later than December 31, 2020, unless the parties mutually agree to a later completion date. "Substantial Completion" shall mean completion of all work.

**2.02** Contractor agrees that no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

**ARTICLE 3. COMPENSATION**

**3.01** Contractor shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Contract.

**3.02** Contractor shall submit an invoice to the City upon the completion of the Services described in Article 3.01. Upon the submittal of an invoice, the City shall compensate Contractor in a lump sum not to exceed Two Hundred Thirty Nine Thousand, Two Hundred Ninety Two Dollars(\$239,292.00) within forty-five (45) days of receipt of invoice. Invoices may be sent via first class mail postage prepaid or via email. The invoice shall be sent to:

John Turnbull  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers or employees.
- Damage to the City or a third party.

Additional services not set forth in Attachment A, or changes in 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.

**3.03** The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

**3.04** Contractor shall maintain proper account records for the scope of all Services under this Contract and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by the City's representatives during reasonable business hours.

**3.05** For projects utilizing federal funding, the Contractor shall submit time sheets (WH-347) for its own and all subcontracted employees, to the Director of the Parks and Recreation Department ("Director") or his/her representative for approval and review, including review for compliance with Davis Bacon requirements.

**3.06 Division Director Sports**

The Division Director Sports or his/her designee shall act as the City's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Division Director Sports in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 4. GENERAL PROVISIONS**

**4.01** Contractor agrees to indemnify and hold harmless the City and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by Contractor or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the City or has used in connection with this Contract and regardless of whether or not it is caused in part by a party indemnified herein. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in

connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

Contractor shall indemnify and hold harmless the City and its officers, agents, officials and employees for any and all damages, actions, costs (including, but not limited to, attorney's fees, court costs and costs of investigation), judgments, and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

#### **4.02 Abandonment, Default and Termination**

**4.02.01** The City shall have the right to abandon the work contracted for in this Contract without penalty. If the City abandons the work described herein, Contractor shall deliver to the City all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of the City. The earned value of the work performed shall be based upon an estimate of the difference between the portion of the work performed by Contractor under this Contract and the work which Contractor was obligated to perform under this Contract. This difference shall be mutually agreed upon by the City and Contractor. The payment made to Contractor shall be paid as a final payment in full settlement of its services hereunder.

**4.02.02** If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Contract, the City may, after seven (7) days' written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative, the City may, at its option, terminate this Contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient, and if such action exceeds the unpaid balance of the sum amount, Contractor or its surety, shall pay the difference to the City.

**4.02.03 Default:** If Contractor breaches this Contract or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Contract within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by Director or his/her representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Contract or fails to carry on the work in an acceptable manner.

**4.02.04** The City shall send Contractor a written notice of default. If Contractor, or its Surety, within a period of ten (10) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an Contract with another Contractor for the completion of the Contract according to the terms and provisions thereof, or the City may use such other methods as, in its opinion, shall be required for the completion of this Contract in an acceptable manner.

**4.02.05** All cost of completing the work under this Contract shall be deducted from the monies due or which may become due to said Contractor. In case the expenses so incurred by the City shall be less than the sum which would have been payable under the Contract if it had been completed by said Contractor, Contractor

shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, Contractor and his Surety will be liable and shall pay to the City the amount of said excess. By taking over the prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its Surety for failure to complete the work in the time specified.

**4.02.06** Notwithstanding any other provision of this Contract, if funds for the continued fulfillment of the Contract by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then the City shall have the right to terminate this Contract without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Contract shall terminate and become null and void.

**4.02.07** The City agrees that it will make its best effort to obtain sufficient funds, including but not limited to, incorporating in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

#### **4.03 Successors and Assigns**

**4.03.01** Both parties agree that for the purposes of this Contract, Contractor shall be an Independent Contractor and not an employee of the City.

**4.03.02** No portion of this Contract shall be sublet, assigned, transferred or otherwise disposed of by Contractor except with the written consent of the City. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Contract shall not be construed to relieve Contractor of any responsibility of the fulfillment of this Contract.

#### **4.04 Extent of Contract: Integration**

**4.04.01** This Contract consists of the following parts, each of which is as fully a part of this Contract as if set out herein:

1. This Contract and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Contract and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. Contractor's submittals.
12. The Performance and Payment Bonds.
13. Request for Taxpayer Identification number and certification: Substitute W-9.

**4.04.02** In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of the City and Contractor, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

#### **4.05 Insurance**

**4.05.01** Contractor shall, as a prerequisite to this Contract, purchase and thereafter maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Contractor's operations

under this Contract, whether such operations be by Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

**4.05.02** Contractor's comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless Contracts;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

**4.05.03** With the prior written approval of the City, Contractor may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

**4.05.04** Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by the City. The City shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. Contractor shall agree to a waiver of subrogation on its Worker's Compensation policy.

**4.06 Necessary Documentation**

Contractor certifies that it will furnish the City any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. Contractor further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Contract.

**4.07 Applicable Law**

Contractor agrees to comply with all federal, state, and local laws, rules and regulations applicable to Contractor in performing work pursuant to this Contract, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Contract shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Contract shall be in the Monroe Circuit Court, Monroe County, Indiana.

**4.08 Non-Discrimination**

**4.08.01** Contractor and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Contract.

**4.08.02** Contractor certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. Contractor further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

**4.08.03** FURTHER, PURSUANT TO INDIANA CODE § 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Contract or any sub Contract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Contract on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to Contractor, by the City, under this Contract, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Contract may be canceled or terminated by the City and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Contract.

**4.08.04** 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.

**4.09 Workmanship and Quality of Materials**

**4.09.01** Contractor shall guarantee the work for a period of one (1) year from the date of Substantial Completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to the City of the purchase price of that portion which failed or may result in the forfeiture of Contractor's Performance Bond.

**4.09.02** OR EQUAL: Wherever in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Director. The approval by the Director of alternate material or equipment as being equivalent to that specified, shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed upon prior written approval of the Director.

**4.09.03** The City shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director and are not subject to arbitration.

**4.10 Safety**

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**4.11 Amendments/Changes**

**4.11.01** Except as provided in Paragraph 4.11.02, this Contract may be amended only by written instrument signed by both the City and Contractor.

**4.11.02** Without invalidating the Contract and without notice to any surety, the City may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, Contractor shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Contract Documents.

**4.11.03** If Contractor believes that any direction of the City under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with the City no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

**4.11.04** Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreement with the City. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as Contractor and the City may otherwise agree in writing.

**4.12 Performance Bond and Payment Bond**

**4.12.01** For contracts in excess of \$100,000, Contractor shall provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

**4.12.02** Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor’s Performance Bond.

**4.12.03** If the Surety on any bond furnished by Contractor becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to the City.

**4.13 Payment of Subcontractors**

Contractor shall pay all subcontractors, laborers, material suppliers and those performing services to Contractor on the project under this Contract. The City may, as a condition precedent to any payment hereunder, require Contractor to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to Contractor. Upon receipt of a lawful claim, the City shall withhold money due to Contractor in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to Contractor.

**4.14 Written Notice**

Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to Contractor who serves the Notice. Notice shall be sent as follows:

<b>To City</b>	<b>To Contractor</b>
City of Bloomington	Kelly Yates
Attn: John Turnbull	Kentucky Fairways Zoysia Farm
401 N. Morton, Suite 250	6310 Old Heady Road
Bloomington, Indiana 47402	Louisville, Kentucky 40299

**4.15 Severability and Waiver**

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

**4.16 Notice to Proceed**

Contractor shall not begin the work pursuant to the “Scope of Work” of this Contract until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Contract within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**4.17 Steel or Foundry Products**

**4.17.01** To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should the City feel that the cost of domestic steel or foundry products is unreasonable, the City will notify Contractor in writing of this fact.

**4.17.02** Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

**4.17.03** Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

**4.17.04** The United States is defined to include all territory subject to the jurisdiction of the United States.

**4.17.05** The City may not authorize or make any payment to Contractor unless the City is satisfied that Contractor has fully complied with this provision.

**4.18 Verification of Employees' Immigration Status**

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Contract violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Contract, unless the City 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 its 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 this Contract with the City.

**4.19 Non-Collusion**

Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or Contract with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from

making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Attachment C, affirming that Consultant has not engaged in any collusive conduct. Attachment C is attached hereto and incorporated by reference as though fully set forth.

**4.20 Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the Contractor was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the Contractor and Subcontractors for drugs. The successful Contractor must comply with all provisions of the statute. This contract is subject to cancellation if Contractor fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of the City; or provides false information to the City regarding Contractor’s employee drug testing program. Contractor shall sign an affidavit, attached as Attachment D, affirming that Contractor has and shall implement Contractor’s employee drug testing program throughout the term of this project.

**ARTICLE 5. RETAINAGE**

This is a lump sum, single payment contract settled upon completion of installation. No retainage is necessary.

IN WITNESS WHEREOF, the parties of this Contract have hereunto set their hands.

DATE: \_\_\_\_\_

**City of Bloomington**

**Contractor**

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

\_\_\_\_\_  
Contractor Representative

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

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

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

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

**ATTACHMENT A**  
**“SCOPE OF WORK”**

**ZOYSIA GRASS INSTALLATION PINE 9 CASCADES GOLF COURSE**

This project shall include, but is not limited to the following:

Meyer Zoysia installation shall be on Pine 9 fairways only.

Owner will scrape and prepare for contractor to install.

Square yards of sod is 46,920.

Contractor is to deliver sod.

Contractor is to install the sod.

Contractor is to communicate with owner on scheduling of installation as preparation work needs to be timed by the owner.









CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-15  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull  
**DATE:** April 28, 2020  
**SUBJECT:** SERVICE AGREEMENT WITH ALEXANDER ELECTRIC INC.

### **Recommendation**

Staff recommends approval of this service agreement. Several annual budget accounts could be used, if we require or desire their services. 200-18-182001-53630, 200-18-182002-53630, 200-18-182500-53630

### **Background**

We would like to add another electrical contractor to our list of possible vendors.

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. "Public Work" means any service done on city property that is paid for out of a public fund. The manual outlines that if the public work is estimated to cost less than \$150,000 and involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing.

**RESPECTFULLY SUBMITTED,**

---

John Turnbull, Division Director Sports

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
ALEXANDER ELECTRIC, INC.**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Alexander Electric, Inc. ("Contractor").

**Article 1. Scope of Services** Contractor shall provide electrical repairs and service ("Services") at an hourly rate of \$100 for the first hour and \$50 per hour per electrician each additional hour 7am-3pm Monday-Friday. The minimum overtime service call rate (Saturday/Sunday and after 3pm) is \$150 for the first hour and \$75 for each additional hour per electrician. Minimum Holiday Rate is \$200 per hour per electrician. Material is cost plus 15% and hourly charges are port to port. Bucket trucks, trencher, line truck is \$35 per hour. 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, 2020, 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 John Turnbull 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 and zero cents \$7,000.00 annually. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: John Turnbull, 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 an agreed upon schedule per job.

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").

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

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

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, **Attn: John Turnbull, 401 N. Morton, Bloomington, IN 47402. Contractor: Mike Alexander, 5970 West State Road 48, 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.

CITY OF BLOOMINGTON

Alexander Electric, Inc.

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

\_\_\_\_\_  
Mike R. Alexander, President

CITY OF BLOOMINGTON PARKS AND RECREATION

\_\_\_\_\_  
Date

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

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Alexander Electric, Inc.**

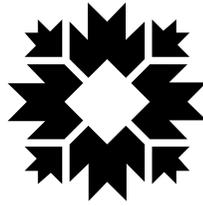
By: \_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_, 2020.

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

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-16  
Date: 4/22/2020

Administrator  
Review\Approval

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull  
**DATE:** APRIL 20, 2020  
**SUBJECT:** AGREEMENT WITH LENTZ PAVING LLC FOR BRYAN PARK TENNIS COURT OVERLAY

### **Recommendation**

General Obligation Bond 977-18-18016c-54510 Series C

### **Background**

This is a refurbish of Bryan Park Tennis Courts. Contractor will repair cracks and overlay 1.5 inches of new pavement. Coating and lines will be a separate contract.

Bids were sent out in February and one bid was received by Lentz Paving, LLC. We feel it is a good price and they have performed good work for us in the past. Most recently, they completed the Winslow Tennis Court Project in 2019.

**RESPECTFULLY SUBMITTED,**

---

John Turnbull, Division Director Sports

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
LENTZ PAVING, LLC  
FOR  
BRYAN PARK TENNIS COURT OVERLAY**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Lentz Paving, LLC (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to refurbish the Bryan Park Tennis Courts; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform refurbishing of Bryan Park Tennis Courts (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 August 1, 2020, 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 John Turnbull, Division Director Sports as the Department’s Project Manager.

**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 Seventy-Six Thousand Dollars and zero cents (\$76,000.00). 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:

John Turnbull  
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 before August 1, 2020. 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, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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 B, 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	Lentz Paving, LLC
Attn: John Turnbull	Scott Lentz
401 N. Morton, Suite 250	271 E. Smithville Road
Bloomington, Indiana 47402	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 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 C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

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

**CITY OF BLOOMINGTON**

**LENTZ PAVING, LLC**

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

\_\_\_\_\_  
Travis Lentz, owner

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

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

## EXHIBIT A

### “Scope of Work”

The Services shall include the following:

#### **Bryan Park Tennis Courts(5):**

Tennis posts remain as is with center net anchors demolished.

Fences after the work, to be the same or substantially similar and blend in to posts and fabric of existing fences.

#### Crack repair

Remove all existing Armor crack membrane along all prior treated cracks

Saw cut at approximately 1.5 feet on each side of the cracks, with cracks on center of cut, to bottom of pavement and extract old pavement. These crack measure approximately 970 linear feet over the entire 5 courts

Two inches of #53 stone in cuts compacted

Minimum two inch binder asphalt to grade of old surface

Install 12” petro fabric over each saw cut of crack

#### Overlay

AET Tack coat to ensure bonding to asphalt over entire surface

Overlay 1.5” of new asphalt. This asphalt shall be pure limestone mix, free of ferrous materials, mineral pyrites, marcasite, wood particles, clay or dust “balls” or other deleterious materials which may cause staining/discoloration or interfere with planarity, structural stability or aesthetics of the playing surface. No RAP will be permitted. Fine graded asphalt with ½” maximum (9.5mm) aggregate or smaller. Maximum bitumen content shall be 5.1%.



**EXHIBIT C**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Lentz Paving, LLC**

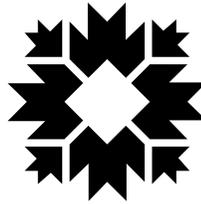
By: \_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_, 20\_\_\_\_.

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

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-17  
Date: 2/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull  
**DATE:** **APRIL 28, 2020**  
**SUBJECT:** **2020 SERVICE AGREEMENT ADDENDUM WITH DEEM INC.**

### Recommendation

Multiple budgets; expense lines 200-18-182500-52340; 200-18-182500-53610

### Background

Contractor will repair, adjust, and/or replace mechanical, electrical, and plumbing equipment at the ice arena on an as needed basis. DEEM Inc. has had price increases since the original Feb. 2020 service agreement was signed. That is the reason for this addendum.

**RESPECTFULLY SUBMITTED,**

---

John Turnbull, Division Director Sports

**ADDENDUM  
TO  
AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
DEEM INC.  
FOR  
SERVICE AGREEMENT**

(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2020)

WHEREAS, on or about **February 25, 2020**, the City of Bloomington Department of Parks and Recreation (the “Department”) and DEEM Inc.(“Contractor”) entered into a Service Agreement to have periodic service to Frank Southern Center; and

WHEREAS, on or about March 30, 2020, DEEM Inc. experienced price increases; and

WHEREAS, the Department wishes to keep the service agreement in place with these price increases; and

WHEREAS, the Contractor is in agreement with this service agreement addendum; and

WHEREAS, pursuant to Article 4 of said Service Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

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

**Article 1. Scope of Services:** To amend the Agreement to reflect price increase of Monday-Friday 7am-6pm from \$100 per hour to \$120 per hour and all other times from \$150 to \$180.

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

**CITY OF BLOOMINGTON**

**DEEM Inc.**

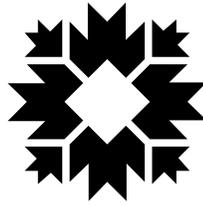
\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_

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

\_\_\_\_\_  
Title

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-18  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Barb Dunbar, Operations Coordinator  
**DATE:** April 28, 2020  
**SUBJECT:** PARTNERSHIP AGREEMENT WITH CENTERSTONE

### Recommendation

Staff recommends approval of a partnership agreement with Centerstone for contractual services to provide employees to serve on one of several work crews including custodial maintenance, landscaping and golf course grounds maintenance.

### Background

This partnership was piloted in 2017 with focus on the high volume parks in the downtown area including Seminary Park, Peoples Park, Building Trades Park and Rev. Ernest D. Butler Park. It has successfully operated for three seasons. Golf course and landscaping operations were added to the partnership in 2018 and have also proved to very successful.

Due to the successful history of this partnership the department would like to continue a contractual working relationship with Centerstone. Centerstone will invoice the department the hourly rate of employment for clients who work in the program. Each of the three areas will provide training, equipment and general oversight of the designated locations to ensure they are maintained to the high standard under which the department operates.

Seasons for the crews will be as follows:

- Custodial Operations – March 30-October 30 – M-F – 1:00-5:00pm
- Landscaping – March 31-October 29 – T, W & R – 7:30am-3:30pm
- Golf Course – April 7-October 15 – T & R – 8am-12pm

The hourly wage for Centerstone employees will be \$13.21/hour. Funding sources for this partnership program are:

- Custodial Operations: 200-18-189000-53990 - \$34,641
- Landscaping: 200-18-189000-53990 - \$43,231
- Golf Course: 200-18-183500-53990 - \$9,386

**RESPECTFULLY SUBMITTED,**

---

Barb Dunbar, Operations Coordinator



## **COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP**

**Partner(s):**

This Agreement is made and entered into this 24<sup>th</sup> day of March 2020, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and, Centerstone. (“CS”).

WHEREAS, BPRD and CS desire to cooperate in a park maintenance crew, landscaping crew and Cascades Golf Course crew; and

WHEREAS, CS is qualified to perform such services for BPRD; and

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

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

**1.0 Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CS clients to work for CS in BPRD parks by combining available resources from each party to the Agreement.

**2.0 Duration of Agreement:**

This Agreement is in effect from the date of signing until December 31, 2020 unless terminated earlier as provided under Article 7.0.

**3.0 Bloomington Parks & Recreation:**

**3.1** The goal of BPRD is to provide well maintained parks for the community to enjoy.

**3.2** BPRD agrees to:

1. Designate Seminary Park, Peoples Park, Butler Park, Building Trades Park, the Waldron, Hill and Buskirk Park and along Kirkwood Ave. between Indiana and Walnut Streets as sites for the park maintenance crew. (Monday – Friday 1pm-5pm March 30, 2020 – October 30, 2020).
2. Under the direction of City Landscaper designate landscaping areas and

tasks for the landscaping crew (Tuesday, Wednesday, Thursday; 7:30am – 3:30pm; March 31, 2020 – October 29, 2020).

3. Under the directions of the Cascades Golf Course Manager designate ground keeping duties such as landscaping pruning, weed pulling, debris removal, bunker weeding, raking leaves, painting, litter pick-up and other related duties. (Tuesday and Thursday; 8am – 12pm; April 7, 2020 – October 15, 2020).
4. To provide on-site training for the CS park maintenance, landscaping, and Cascades Golf Course crew.
5. Provide maintenance equipment and supplies necessary to maintain the designated parks, landscaped areas and Cascades Golf Course.
6. Provide personal protection equipment for members for the CS park maintenance, landscaping and Cascades Golf Course crew.
7. Pay CS invoiced amounts for labor costs of the Parks seasonal employment program. Amounts not to exceed an hourly rate of \$13.21 per hour, plus FICA for park maintenance, landscaping crew positions and Cascades Golf Course crew.

**4.0 CENTERSTONE Agrees to:**

**4.1** The goal of Centerstone is to conduct an employment placement program for park maintenance.

**4.2** CS agrees to:

- Conduct hiring interviews, hire, pay, and assume liability/risk coverage for maintenance crews.
- Provide the following number of employees per area:
  - o Cascades Golf Course: 3 employees; total of 8 hours per week per employee.
  - o Park Maintenance Crew: 4 employees; total of 20 hours per week per employee.
  - o Landscaping Crew: 4 employees; total of 24 hours per week per employee.
- Invoice Parks twice per season for labor costs from March 30 – June 30 and July 1 – October 31 at a reimbursement rate of \$13.21 per hour plus FICA depending on the positions filled and hours worked.
- Provide separate invoices for each of the three areas: Cascades Golf Course, Landscaping and Park Maintenance.
- Provide transportation to the sites (People’s Park, Seminary Park, Building Trades Park, Butler Park, the Waldron, Hill and Buskirk Park and along Kirkwood Ave between Indiana and Walnut St.), Operations Center, and Cascades Golf Course
- Provide a Supervisor to transport and supervise crew on site

- Have substitute workers available to fill in or permanently take a spot on the crew
- Address behavioral issues that come up at sites
- Complete maintenance log daily per site
- Communicate with designed park staff on issues, progress, and supply needs
- 

**5.0 Terms Mutually Agreed To By All Partners to This Agreement.**

**5.1** The intent of this Agreement is to document a mutually beneficial partnership between CS and BPRD.

**5.2** The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.

**5.3** CS shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and CS shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. CS and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

**5.4** The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.

**5.5** CS is recognized as having the expertise and experience to hire and supervise the park maintenance, landscaping and golf course work crews safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.

**5.6** Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on city property.

**5.7** Pursuant to Indiana code 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), CS may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If CS implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.

**5.8** The parties will evaluate this Agreement and the services provided during the month of February 2021.

**5.9** CS shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of CS's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or CS, or its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

**6.0 Notice:**

**6.1** Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

**Centerstone**

Greg May  
645 S. Rogers St.  
Bloomington, IN 47403  
(812)337-2237

**BPRD**

Mark Marotz  
930 W Fourth St.  
Bloomington, IN 47403  
(812) 327-6119

**6.2** Representatives for the day-to-day operational implementation of this Agreement are:

**Centerstone**

Greg May  
645 S. Rogers St.  
Bloomington, IN 47403  
(812)337-2237

**BPRD**

Dave Fox – Operations (812)360-9461  
Joanna Sparks – Landscaping (812)349-3497  
Aaron Craig – Golf Course (317)345-5842

**7.0 Termination**

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

Signed and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CENTERSTONE:**

\_\_\_\_\_  
Suzanne Koesel, CEO

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON:**

\_\_\_\_\_  
Paula McDevitt, Administrator, BPRD

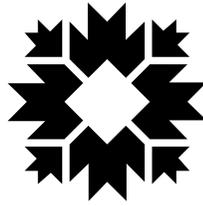
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-19  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Rebecca Jania, Natural Resources Coordinator  
**DATE:** April 28, 2020  
**SUBJECT:** Approval of Partnership Agreement for Park Crawl Program

### **Recommendation**

Staff recommends approval of this partnership agreement. Funds to purchase metal reusable straws (\$300) will come from GF 200-18-184000-52420.

### **Background**

The Bloomington Parks and Recreation Department recommends approval of a partnership agreement with the Monroe County Public Library ("MCPL") for a 'Park Crawl' program highlighting different features at our city parks. The Park Crawl program is meant to encourage participants to visit City of Bloomington parks using sustainable modes of transportation. Participants who complete the program during the specified month will receive a metal reusable straw. Both partners hope to inspire participants to adopt sustainable life-style choices by incentivizing public transportation and reusable products.

**RESPECTFULLY SUBMITTED,**

Rebecca Jania, Natural Resources Coordinator



**COOPERATIVE SERVICE AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
MONROE COUNTY PUBLIC LIBRARY  
FOR  
PARK CRAWL**

**Partner(s):**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and the Monroe County Public Library (“MCPL”).

**WHEREAS**, BPRD and the MCPL desire to cooperate in the provision of a Park Crawl program in April.

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

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

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

**1. Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership which establishes a ‘Park Crawl’ program involving city park locations. The Park Crawl program is meant to encourage participants to visit City of Bloomington parks using sustainable modes of transportation. Participants who complete the program during the month of April will receive a metal reusable straw.

**2. Duration of Agreement:**

This Agreement shall be in full force and effect from April 1, 2020, to April 30, 2021, unless early termination occurs as described in Article 7 of this Agreement.

### **3. Bloomington Parks & Recreation:**

The goal of BPRD is to build a positive relationship with the MCPL in order to provide programs necessary for the positive development and well-being of the community.

- 3.1. Provide approval for MCPL to use the BPRD logo on Park Crawl printed materials.
- 3.2. Create a navigable route that highlights parks around the city.
- 3.3. Provide staff assistance at other MCPL 'Earth Month' programs, such as the Wild Edibles Hike on April 5<sup>th</sup> and the 50<sup>th</sup> Earth Day Celebration on April 18<sup>th</sup>.
- 3.4. Provide marketing through Parks and Recreation social media outlets.
- 3.5. Provide partial funding for the purchase of metal reusable straws.
- 3.6. Distribute marketing materials and game cards at Roving Naturalist demonstrations.

### **4. Monroe County Public Library:**

The goal of the MCPL is to provide opportunities for families and community members to practice literacy skills and continue to develop literacy skills.

- 4.1. Create an activity card for the Park Crawl program that highlights features in city parks.
- 4.2. Distribute marketing materials and promote Park Crawl kick-off event on MCPL social media outlets.
- 4.3. Distribute game cards and staff a table at the kick-off event on April 5th.
- 4.4. Provide partial funding and purchase metal reusable straws as prizes for participants who complete the Park Crawl.
- 4.5. Distribute prizes to participants who have completed the Park Crawl during business hours.
- 4.6. Participate in the City of Bloomington's Earth Day Festival at Switchyard Park.
- 4.7. Return any unclaimed metal straws to BPRD at the completion of the program.

**5. Terms Mutually Agreed To By All Partners To This Agreement:**

The intent of this Agreement is to document a mutually beneficial partnership between BPRD and the MCPL.

- 5.1. Share all marketing/promotional material between all partners involved.
- 5.2. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.3. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.
- 5.4. Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and the MCPL shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. None of the Partners to this Agreement are required to continue this verification if the E-Verify program no longer exists. All Partners shall sign an affidavit affirming that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as *Exhibit A*.
- 5.5. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.
- 5.6. The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.

**6. Notice and Agreement Representatives:**

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

**Bloomington Parks & Recreation**  
Paula McDevitt, Director  
P.O. Box 848  
Bloomington, IN 47402  
mcdevitp@bloomington.in.gov  
(812)349-3711

**Monroe County Public Library**  
Marilyn Wood  
303 E. Kirkwood Ave.  
Bloomington, IN 47408  
mwood@monroe.in.lib.us  
(812)349-3058

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

**Bloomington Parks & Recreation**

Rebecca Jania  
P.O. Box 848  
Bloomington, IN 47402  
janiar@bloomington.in.gov  
(812)349-3759

**Monroe County Public Library**

Marilyn Wood  
303 E. Kirkwood Ave  
Bloomington, IN 47408  
mwood@monroe.in.lib.us  
(812)349-3058

**7. Termination:**

7.1. Termination by mutual agreement: The partners may terminate this Agreement prior to March 31, 2020, by mutual written agreement only.

7.2. Unilateral termination: In the event that one of the partners 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 ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

**8. Indemnity:**

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

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

**City of Bloomington Parks & Recreation**

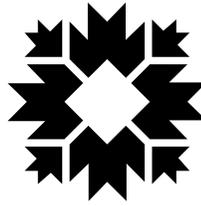
**Monroe County Public Library**

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

\_\_\_\_\_  
Marilyn Wood, Director  
Monroe County Public Library

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

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-20  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Rebecca Jania, Natural Resources Coordinator  
**DATE:** April 28, 2020  
**SUBJECT:** REVIEW/APPROVAL GRIFFY LAKE AQUATIC VEGETATION  
MANAGEMENT CONTRACT

### Recommendation

Staff recommends approval of the contract for treatment of invasive aquatic vegetation and updates to the aquatic vegetation management plan. Full execution of the contract is contingent on approval from the Indiana Department of Natural Resources.

### Background

Funding from the Indiana Department of Natural Resources Lake and River Enhancement Program has been used to create and update aquatic vegetation management plans, and to treat invasive weeds in Griffy Lake, since 2004. BPR has once again been awarded grant funding to manage invasive vegetation at Griffy Lake. The funding from IDNR will cover 80% of the cost of treatment of Eurasian watermilfoil and updating of the aquatic vegetation management plan. The management plan will provide information on the health of the vegetation community in the lake. The Eurasian watermilfoil treatment will prevent excessive weed growth, which would have negative effects on recreational activities and wildlife at the lake. Grant funding - \$11,600, cost sharing funding source General Fund Natural Resources 200-18-184000-53990 - \$2,900.

**RESPECTFULLY SUBMITTED,**

Rebecca Jania, Natural Resources Coordinator



CITY OF BLOOMINGTON  
Parks and Recreation

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
AQUATIC CONTROL INC.  
FOR  
GRIFFY LAKE AQUATIC VEGETATION MANAGEMENT PLAN UPDATE AND INVASIVE  
PLANT CONTROL**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Aquatic Control Inc. (“Consultant”),

**WITNESSETH:**

WHEREAS, the Department wishes to update the Griffy Lake Aquatic Vegetation Management Plan (“AVMP”), and control invasive species in Griffy Lake; and

WHEREAS, the Department requires the services of a professional consultant in order to perform Griffy Lake AVMP Plan Update and Invasive Plant Control (the “Services” as further defined below); and

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

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

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

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before August 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

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

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Fourteen Thousand Five Hundred Dollars (\$14,500). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

REBECCA JANIA  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47402

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

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

**Article 8. Identity of the Consultant**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Consultant:**

City of Bloomington	Aquatic Control Inc.
Attn: REBECCA JANIA	Attn: Leif Willey
401 N. Morton, Suite 250	418 W. SR 258
Bloomington, Indiana 47402	Seymour, IN 47274

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**AQUATIC CONTROL INC.**

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

\_\_\_\_\_  
Leif Willey, Lake & Special Projects Supervisor

\_\_\_\_\_  
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:

**Griffy Lake Aquatic Vegetation Management Plan Update**

Pre-treatment distribution map for each exotic species	\$750.00
Post-treatment Tier II Survey	\$1250.00
Post-treatment map with the herbicide(s) and acreage	\$0.00
Public meeting to present results (prior to permit meeting)	\$250.00
Permit meeting with DNR and local sponsors	\$250.00
Plan Update document preparation	\$1000.00

**Eurasian Watermilfoil Treatment**

Granular herbicide treatment of 20 acres	\$11,000
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Total	\$14,500
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## **EXHIBIT B**

### **“Project Schedule”**

Pre-treatment distribution map for each exotic species	May 2020
Eurasian watermilfoil treatment	April - May 2020
Post-treatment Tier II Survey	July 15 - August 31, 2020
Post-treatment map with the herbicide and acreage	October 2020
Permit meeting with DNR and local sponsors	October 2020
Public meeting to present results before	May 31, 2021



**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 \_\_\_\_\_, 2020.

**AQUATIC CONTROL INC.**

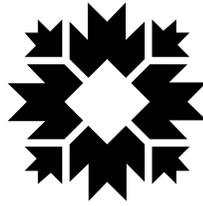
By: \_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_, 2020.

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

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-21  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dave Williams, Operations Director  
**DATE:** April 28, 2020  
**SUBJECT:** ADDENDUM #4 WITH RUNDELL ERNSTBERGER ASSOCIATES FOR SWITCHYARD PARK DESIGN

### Recommendation

Staff recommends approval of addendum #4 with Rundell Ernstberger Associates for their continued construction inspection services for Switchyard Park Construction

### Background

This addendum #4 is for additional services and compensation for Rundell Ernstberger Associates for their continued construction inspection services in the amount of \$231,630 making a total of \$3,280,771.70 for the full agreement. Funding for this project was approved by the Redevelopment Commission at their April 9<sup>th</sup> meeting (Resolution 20-21 is attached). This additional amount is still funded by the Redevelopment District Tax Increment Revenue Bonds of 2015.

**RESPECTFULLY SUBMITTED,**

---

Dave Williams, Operations Director

**FOURTH ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES**  
**between the**  
**CITY OF BLOOMINGTON**  
**and**  
**RUNDELL ERNSTBERGER ASSOCIATES, LLC (“Consultant”)**

This Fourth Addendum (“Addendum”) amends the Agreement for Consulting Services (“Agreement”) between the City of Bloomington (“City”) and Rundell Ernstberger Associates, LLC (“Consultant”) for a comprehensive construction design of the McDoel Switchyard Park property, entered into on July 21, 2015, as follows:

1. Changes to the Scope of Services:
  - a. Article 1 currently states: “Consultant shall provide the Services for the CITY as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.” Article 1 continues: “Consultant shall diligently pursue its services under this Agreement and shall complete the Services as described in Exhibit A in a timely manner consistent with the Standard of Care identified in Article 2.” The parties have previously approved three addenda as laid out in new Exhibits G, H, and I, and now the Parties wish to add additional services.
  - b. The following shall be added to Article 1: “Consultant shall also provide the Services for the CITY as set forth in Exhibit J, ‘Additional Services.’ Exhibit J is attached hereto and incorporated herein by reference as though fully set forth. Consultant shall complete the Additional Services as described in Exhibit J in a timely manner consistent with the Standard of Care identified in Article 2.” Exhibit J is attached to this Fourth Addendum.
2. Changes to the Consultant’s Compensation:
  - a. Article 4 states: “The CITY shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Compensation.” It continued: “The total compensation paid, including fees and expenses, shall not exceed the amount of Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00).” With the three addenda, the City through its Redevelopment Commission approved a total compensation in the amount of Three Million Forty-nine Thousand One Hundred Forty-one Dollars and Seventy Cents (\$3,049,141.70).
  - b. In light of the Services set forth in Exhibit J, an amount not to exceed Two Hundred Thirty-One Thousand Six Hundred Thirty Dollars (\$231,630.00) shall be added to the overall compensation. Therefore, Article 4 shall be amended to state: “The total compensation paid, including fees and expenses, shall not exceed the amount of Three Million Two-Hundred-Eighty Thousand Seven Hundred Seventy-One and 67/100 Dollars (\$3,280,771.67).” Exhibit B shall be amended to add the following additional compensation:

REA Actual Time (Nov. 2019 through Feb. 2020)	\$87,580
REA Actual Expenses (Dec. 2019 through Feb. 2020)	\$5,520
REA Projected Time (Mar. 2020 through July 1, 2020)	\$132,920
REA Projected Expenses (Mar. 2020 through July 1, 2020)	\$5,610
<b>Total Additional Compensation</b>	<b>\$231,630</b>

**Total Compensation** **\$3,280,771.67**

3. In all other respects, the Agreement, shall remain in effect as originally written.

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

**REDEVELOPMENT COMMISSION**

**RUNDELL ERNSTBERGER  
ASSOCIATES**

By: \_\_\_\_\_  
Donald Griffin, President

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

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

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

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

**BOARD OF PARK COMMISSIONERS**

By: \_\_\_\_\_  
Kathleen Mills, President

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

**CITY OF BLOOMINGTON**

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

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

**EXHIBIT J**

**(Attached)**

20-21  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF A FOURTH ADDENDUM TO THE CONTRACT BETWEEN  
THE CITY OF BLOOMINGTON AND RUNDELL ERNSTBERGER ASSOCIATES,  
FOR THE DESIGN OF THE SWITCHYARD PARK PROJECT**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “Bond”) to pay for, among others things, the development of the Switchyard Park, and
- WHEREAS, on June 16, 2015, the RDC approved in Resolution 15-30 a Project Review and Approval Form (“Form”) for the construction of Switchyard Park; and
- WHEREAS, pursuant to that authorization, Staff negotiated a contract for the design of Switchyard Park with Rundell Ernstberger Associates, LLC (“Design Contract”); and
- WHEREAS, the RDC approved funding for the Design Contract in its Resolution 15-41; and
- WHEREAS, a copy of the approved Design Contract is attached to this Resolution as Exhibit B; and
- WHEREAS, Resolution 15-41 provided, “In the event that the City’s project manager finds that it is desirable to have [Rundell Ernstberger] provide additional services, as referenced in the [Design] Contract, the RDC will evaluate such a proposal at that time;” and
- WHEREAS, the RDC has approved three prior addendums to Rundell Ernstberger’s contract in Resolutions 17-06, 17-101, and 18-88; and
- WHEREAS, the RDC approved funding not to exceed thirty-four million dollars (\$34,000,000) for the construction of Switchyard Park in Resolution 18-25; and
- WHEREAS, Staff believes it is desirable for Rundell Ernstberger to provide additional design services as outlined in the Fourth Addendum to the Design Contract that is attached to this Resolution as Exhibit A (“Addendum”); and

WHEREAS, Rundell Ernstberger is willing to provide the Additional Services for an amount not to exceed Two Hundred Thirty-One Thousand Six Hundred Thirty Dollars (\$231,630.00), and the total contract is for an amount not to exceed Three Million Two Hundred Eighty Thousand Seven Hundred Seventy-One Dollars and Sixty-Seven Cents (\$3,280,771.67); and

WHEREAS, Resolution 15-41 identified the Bond as the source of funds for the project; and

WHEREAS, the RDC has available Bond Funds to pay for the Additional Services as set forth in the Addendum; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA THAT:

1. The RDC reaffirms its support of the Project and reiterates that it serves the public's best interest.
2. The RDC finds that the above described expenditures are an appropriate use of the Bond.
3. The RDC approves payment of an amount not to exceed Two Hundred Thirty-One Thousand Six Hundred Thirty Dollars (\$231,630.00) for the Additional Services to be payable in accordance with the terms of the Design Contract, which shall not exceed a total of Three Million Two Hundred Eighty Thousand Seven Hundred Seventy-One Dollars and Sixty-Seven Cents (\$3,280,771.67).
4. This funding approval shall comply with all of terms and limitations outlined in the approval for funding for Switchyard Park in Resolution 18-25, and shall expire on December 31, 2020, unless extended by the RDC beforehand.
5. The RDC hereby authorizes Donald Griffin to sign the Addendum.

BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
Donald Griffin, President

ATTEST:

\_\_\_\_\_  
Cindy Kinnarney, Secretary

\_\_\_\_\_  
Date



Since November, and during slow periods of construction, we have been minimizing our construction administration services to minimize the additional cost to the City. Whereas our original contract was set up on a lump sum basis, moving forward, we recommend billing on an hourly basis so that the City is only paying for time actually spent on the project.

The REA Team will need to provide additional services to continue to provide Construction Administration and closeout services. A brief description of these additional services is described below:

1. **Construction Administration Services:** Additional time needed to provide requested construction administration services between the months of November 2019 and July 1, 2020 as follows:
  - a. Anticipated staffing includes one (1) Bloomington-based employee and (2) Indianapolis-based staff members per the attached CA fee worksheet.
  - b. November, December 2019 Staffing: (1) full-time staff member on-site, (1) part-time inspection staff member, attendance at bi-weekly progress meetings by (1) staff member, and all necessary construction coordination, submittal and RFI review, etc.
  - c. January, February, March 2020 Staffing: (1) part-time inspection staff member, attendance at bi-weekly progress meetings by (1) staff member, and all necessary construction coordination, submittal and RFI review, etc.
  - d. April, May, June 2020 Staffing: (1) full-time inspection staff member, (1) part-time inspection staff member, (1) weekly inspection staff member, and all necessary construction coordination, submittal and RFI review, etc. Additionally, REA will provide closeout services including review of O&M manuals, project Record Drawings, etc. In 2021, REA will provide a one-year warranty walk-through and provide reporting necessary to identify deficiencies and items needing corrected.
  - e. Services from members of our consultant team will be required, including periodic site visits, submittal and shop drawing reviews, review and processing of RFI's, ASI's, and Change Orders, and on-site evaluation of constructed work.
2. **Expenses:** Additional Expenses will be incurred by the project team, primarily related to mileage during the Construction Administration phase.

**ADDITIONAL COMPENSATION:**

Based on the above additional services outlined above as part of this Amendment No. 4, REA proposes a total Amendment No. 4 fee of \$231,630.00, for a revised Contract Total Compensation of \$3,280,771.67. A breakdown of Amendment No.4 fees and expenses is as follows:

REA Actual Time (Nov. 2019 thru Feb. 2020):	\$87,580.00
REA Actual Expenses (Dec. 2019 thru Feb. 2020):	\$5,520.00
REA Projected Time (Mar. 2020 thru July 1, 2020):	\$132,920.00
REA Projected Expenses (Mar. 2020 thru July 1, 2020):	\$5,610.00

- Construction Administration services included in Amendment No. 4 will be invoiced monthly on an hourly basis plus expenses.
- A summary fee worksheet for this proposed Amendment No. 4 is attached.
- Estimated Amendment No. 4 fees and expenses have been calculated based on the anticipated expanded construction duration, an analysis of the Construction Administration fees and expenses invoiced to date, and a detailed analysis of anticipated project staffing for the duration of the construction phase.
- The above fees are based on a projection of project staffing and services through an anticipated final project completion by July 1, 2020. Should final construction be delayed beyond that date, REA reserves the right to submit a request for additional services.

Dave, we appreciate the opportunity to provide you with this Contract Amendment No.4. Please review and contact me with any questions. Should the terms of this amendment be acceptable, please attach this letter as an exhibit to the formal contract amendment. We look forward to continuing our work together on the completion of this landmark project for the City of Bloomington!

Sincerely,

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

Kevin Osburn, PLA, ASLA  
President

CONTRACT FEE SUMMARY							
ORIGINAL CONTRACT		Amendment 1	Amendment 2	Amendment 3	Revised Fee Allocation		Revised Total
Item	Original Fee	Addtl. Fee	Addtl. Fee		Addtl. Fee		Total Fee
Geotechnical Study	\$15,000.00	\$ 25,000.00			\$ [29,540.00]		\$ 10,460.00
Topographic Survey	\$25,000.00	\$ 3,800.00					\$ 28,800.00
Environmental Remediation	\$506,000.00	\$ -	\$ 20,000.00				\$ 526,000.00
Envmtl. Rem. Testing & Investigation	\$114,000.00	\$ -					\$ 114,000.00
Schematic Design	\$200,000.00	\$ -					\$ 200,000.00
Design Development	\$350,000.00	\$ 88,861.00					\$ 438,861.00
Construction Documents	\$650,000.00	\$ 167,913.00	\$ 4,500.00				\$ 822,413.00
Bidding	\$15,000.00	\$ 24,720.00					\$ 39,720.00
Construction Administration	\$475,000.00	\$ 253,560.00			\$ 29,540.00	\$ 220,500.00	\$978,600.00
Permitting	\$50,000.00	\$ 20,000.00					\$ 70,000.00
Expenses	\$10,000.00	\$ 17,500.00		\$ 13,287.67		\$ 11,130.00	\$51,917.67
<b>TOTAL</b>	<b>\$2,410,000.00</b>	<b>\$ 601,354.00</b>	<b>\$ 24,500.00</b>	<b>\$ 13,287.67</b>	<b>\$0.00</b>	<b>\$231,630.00</b>	<b>\$3,280,771.67</b>

**SWITCHYARD PARK | Bloomington, IN | Const. Admin. Fee Summary & Est.**

Updated 3/13/2020

**CURRENT CONTRACT****Contract CA Fee Summary (Lump Sum):**

<b>Total Team CA Fee:</b>	<b>\$</b>	<b>758,100.00</b>
Original Contract	\$	475,000.00
Amendment 1	\$	253,560.00
Amendment 3 (Reallocation of geotech fees to CA)	\$	29,540.00

**REA Share of CA Fee Summary (Lump Sum):**

<b>REA CA Fee:</b>	<b>\$</b>	<b>670,550.00</b>
Original Contract	\$	472,510.00
Amendment 1	\$	175,000.00
Amendment 3 (Reallocation of geotech fees to CA)	\$	23,040.00

**REA LS Fee Expressed as HOURLY:**

Average Billing Rate	\$	150.00
Est. Total Hours (19 months)		4470.33
Est. Hours / Month (19 months)		235
Est. Billing / Month	\$	35,300.00

**REA CA FEE COMPARISON: EST. VS. ACTUAL (May '18- Nov.'19 - REA time ONLY):**

Actual Total Hours (19 months)		7004.00
Actual Avg. Hours / Month		369
Actual Avg. Billing / Month	\$	45,500.00
REA Actual CA Fee Incurred (Actual Hours x Hourly Rates):	\$	864,075.50
REA CA Fee (Invoiced):	\$	670,550.00
Additional Actual Fee Not Billed (REA ONLY)	\$	(193,525.50)

**Contract Time:****Months**

Total Contract Time - May 2018 - November 1, 2019	18
Projected Const. Completion Sched. - May 2018 - July 1, 2020	26
<b>Total Projected Additional Construction Time</b>	<b>8</b>

**Total REA Est. Fee to Complete (7 months - assumes 12/1/2019 thru 7/1/2020):****REA Actual Time + Expenses (Nov. 2019 thru Feb. 2020)****November 2019 (actual time + expense) \$ 16,352.00**

<i>REA Staff</i>	<i>Hours/Month</i>	<i>2016 Rate</i>	<i>Total</i>
Jud	80	\$117.00 \$	9,360.00
Andy	20	\$98.00 \$	1,960.00
Cecil	19	\$184.00 \$	3,496.00

<i>REA Staff Expenses</i>	<i>Total Mileage</i>	<i>Rate</i>	<i>Total</i>
Jud	2,113	\$0.58 \$	1,225.70
Andy	321	\$0.58 \$	186.18
Cecil	214	\$0.58 \$	124.12

**December 2019 (actual time + expense) \$ 28,617.65**

<i>REA Staff</i>	<i>Hours/Month</i>	<i>2016 Rate</i>	<i>Total</i>
Jud	118.5	\$117.00 \$	13,864.50
Andy	63.5	\$98.00 \$	6,223.00
Cecil	37.5	\$184.00 \$	6,900.00

<i>REA Staff Expenses</i>	<i>Total Mileage</i>	<i>Rate</i>	<i>Total</i>
Jud	2,033	\$0.58 \$	1,179.14
Andy	456	\$0.58 \$	264.48
Cecil	322	\$0.58 \$	186.53

**January 2020 (actual time + expense) \$ 29,858.36**

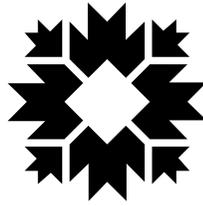
<i>REA Staff</i>	<i>Hours/Month</i>	<i>2016 Rate</i>	<i>Total</i>
Jud	154.5	\$117.00 \$	18,076.50
Andy	28	\$98.00 \$	2,744.00
Cecil	41.5	\$184.00 \$	7,636.00

<i>REA Staff Expenses</i>	<i>Total Mileage</i>	<i>Rate</i>	<i>Total</i>
Jud (100 miles per day)	2,203	\$0.58 \$	1,277.74
Andy (0 times/month)	-	\$0.58 \$	-
Cecil (2 times/month)	214	\$0.58 \$	124.12

<b>February 2020 (actual time + expense)</b>			<b>\$</b>	<b>18,269.77</b>
<i>REA Staff</i>	<i>Hours/Month</i>	<i>2016 Rate</i>	<i>Total</i>	
Jud (20 hours/wk.)	85.5	\$117.00	\$	10,003.50
Andy (12 hours/wk.)	8	\$98.00	\$	784.00
Cecil (12 hours/wk.)	35.5	\$184.00	\$	6,532.00
<i>REA Staff Expenses</i>	<i>Total Mileage</i>	<i>Rate</i>	<i>Total</i>	
Jud (3 days/wk.)	1,424	\$0.58	\$	825.92
Andy (0 times/month)	-	\$0.58	\$	-
Cecil (2 times/month)	214	\$0.58	\$	124.35
<b>REA Actual Time + Expenses (Dec. 2019 thru Feb. 2020)</b>			<b>\$</b>	<b>93,097.78</b>

<b>REA Projected Time and Expenses (Mar. 2020 thru July 1, 2020)</b>				
<b>March 2020 (estimate)</b>			<b>\$</b>	<b>28,628.12</b>
<i>REA Staff</i>	<i>Hours/Month</i>	<i>2016 Rate</i>	<i>Total</i>	
Jud (30 hours/wk.)	120	\$117.00	\$	14,040.00
Andy (12 hours/wk.)	48	\$98.00	\$	4,704.00
Cecil (12 hours/wk.)	48	\$184.00	\$	8,832.00
<i>REA Staff Expenses</i>	<i>Total Mileage</i>	<i>Rate</i>	<i>Total</i>	
Jud (4 days/wk.)	1,600	\$0.58	\$	928.00
Andy (0 times/month)	-	\$0.58	\$	-
Cecil (2 times/month)	214	\$0.58	\$	124.12
<b>April 2020 thru July 1, 2020 (estimate)</b>			<b>\$</b>	<b>109,901.08</b>
<i>REA Staff</i>	<i>Hours</i>	<i>2016 Rate</i>	<i>Total</i>	
Jud (40 hrs/wk. X 12 wks)	460	\$117.00	\$	53,820.00
Andy (16 hours/wk.)	184	\$98.00	\$	18,032.00
Cecil (16 hours/wk.)	182	\$184.00	\$	33,488.00
<i>REA Staff Expenses</i>	<i>Total Mileage</i>	<i>Rate</i>	<i>Total</i>	
Jud (5 days/wk.)	6,000	\$0.58	\$	3,480.00
Andy (2 times/month)	642	\$0.58	\$	372.36
Cecil (4 times/month)	1,222	\$0.58	\$	708.72
<b>REA Projected Time + Exp.(Mar. 2019 thru July 1, 2020)</b>			<b>\$</b>	<b>138,529.20</b>

<b>Total REA Est. Fee + Exp. to Complete (12/1/19 thru 7/1/20)</b>	<b>\$</b>	<b>231,630.00</b>
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CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-22  
Date: 2/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dave Williams, Operations Director  
**DATE:** April 28, 2020  
**SUBJECT:** DESIGN AGREEMENT WITH RUNDELL ERNSTBERGER ASSOCIATES FOR MILLER SHOWERS PARK SIDEWALK

### Recommendation

Staff recommends approval of this agreement with Rundell Ernstberger Associates for the design of a new sidewalk in Miller Showers Park.

### Background

As part of the city's bicentennial bond series, \$1.25 million was allocated for the development of new civic gateway structures at key entry points to the city. A new development project is planned at 180 North Walnut Street with a proposed temporary sidewalk to bypass the worksite. Rundell Ernstberger Associates has been working with BPRD on designing a gateway structure at Miller Showers Park in the same location and we would like REA to design the walk in such a way that the walk can remain and become a permanent walk that can be integrated into the proposed gateway design.

**RESPECTFULLY SUBMITTED,**

---

Dave Williams, Operations Director

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
RUNDELL ERNSTBERGER ASSOCIATES  
FOR  
MILLER SHOWERS PARK SIDEWALK**

This Agreement, entered into on this \_\_\_\_ day of April, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Rundell Ernstberger Associates (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to design a sidewalk for access to future site of civic gateway; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the design services (the “Services” as further defined below); and

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2020, 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 Dave Williams as the Department’s Project Manager.

**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 Seven Thousand Eight Hundred Dollars and zero cents (\$7,800). 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:

Dave Williams  
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.

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.

- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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	Rundell Ernstberger Associates
Attn: Dave Williams	Kevin Osburn
401 N. Morton, Suite 250	618 E. Market Street
Bloomington, Indiana 47402	Indianapolis, IN 46202

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**

**RUNDELL ERNSTBERGER ASSOCIATES**

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

\_\_\_\_\_  
Kevin Osburn, President

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

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

# EXHIBIT A

## “Scope of Work”

The Services shall include the following:



LANDSCAPE ARCHITECTURE + URBAN DESIGN + PLANNING + LANDSCAPE ARCHITECTURE + URBAN DESIGN + PLANNING + LANDSCAPE ARCHITECTURE + URBAN DESIGN

**RUNDELL ERNSTBERGER ASSOCIATES**

origin | **INDIANAPOLIS**

email | [realndy@reasite.com](mailto:realndy@reasite.com) internet | [www.reasite.com](http://www.reasite.com)

6 April 2020

Mr. Dave Williams  
Director of Operations  
Bloomington Parks and Recreation  
401 North Morton, Suite 250  
P.O. Box 848  
Bloomington, IN 47402

**RE: MILLER SHOWERS PARK SIDEWALK  
Proposal for Design Services**

Dear Dave:

As requested, Rundell Ernstberger Associates (REA) is pleased to submit this proposal for design services related to a proposed sidewalk along the west side of the median on the north end of Miller Showers Park between College Ave and Walnut Street. Following is REA's understanding of the project, scope of work, anticipated timeline, and fee proposal.

### PROJECT UNDERSTANDING:

1. The City of Bloomington is working with Collegiate Development who is proposing a new development at 180 North Walnut. In order to facilitate construction, Collegiate has proposed to construct a new sidewalk that will serve as a temporary bypass of their worksite. The City has agreed to Collegiate's proposal and has requested that REA provide design services for the proposed walk.
2. REA has been working with the City on the design of a new civic gateway in the same location; the City would like REA to design the walk in such a way that the walk can remain and become a permanent walk that can be integrated into the proposed gateway design.
3. The overall length of the proposed sidewalk is approximately 350 linear feet. The walk is anticipated to be 8-10 ft. wide cast-in-place concrete. The City would like the construction of the walk to include any necessary sleeves for irrigation or electrical conduit for the future gateway.
4. On the north end, the walk will connect to a new mid-block crossing across Walnut Street and on the south end to a section of existing sidewalk at the southwest corner of the median.
5. REA will be provided with a topographic survey to serve as a base plan for our design and construction documents. REA will prepare construction documents to include plans, details, and technical specifications for the work. Plans will be developed in accordance with City of Bloomington standards. Bid documents and procurement will be by others. REA will provide limited construction administration and oversight services.

618 EAST MARKET STREET INDIANAPOLIS, INDIANA 46202 TE [317] 263.0127 FX [317] 263.2080  
LOUISVILLE OFFICE: TE [502] 931.8676 FX [502] 561.9076

6. Collegiate's schedule call for the walk construction to be completed in early June. Therefore, REA anticipates completion of construction documents by mid-May, depending on receipt of Notice to Proceed, topographic survey, and Owner/Developer review comments.

**SCOPE OF SERVICES:**

Based on the above understanding, REA proposed the following scope of work for design services:

1. **Project Initiation/Information Gathering:** Utilizing the topographic survey provided by others, REA will prepare a base plan to be used for design purposes. REA will visit the project site to photograph and document existing site conditions if needed.
2. **Preliminary Design:** REA will prepare plans for review and approval by the City and Developer. Preliminary plans are anticipated to include preliminary demolition, layout, and grading plans, preliminary construction details, and preliminary technical specifications. We anticipate one (1) review meeting to receive feedback and comments.
3. **Construction Documents:** Upon receipt of comments on and approval of preliminary plans, REA will prepare final construction documents to include construction drawings and technical specifications. The construction drawings will include site demolition, layout, grading, and construction details. REA will provide the City and Developer with a digital PDF set of final drawings and specifications for bidding of the project. REA anticipates one (1) meeting with the City/Developer to review the documents at the 95% completion stages.
4. **Bidding:** Bidding and procurement will be by others.
5. **Construction Administration:** During construction, REA will observe construction activities and report on construction progress to the City on a limited basis. We anticipate three (3) field reviews/site visits: upon completion of demolition/excavation, upon installation of formwork prior to concrete placement, and upon completion of work for final inspection. REA will review shop drawings and submittals, respond to written RFIs, and clarify documents as necessary. REA prepare brief field reports and a substantial completion punch list.
6. **Project Closeout/Record Documents:** REA will receive, and review as-built plans and data from the contractor. Once as-builts have been reviewed and accepted as satisfactory, REA will prepare and deliver final project record documents to the City in both AutoCAD and PDF format.

**SCHEDULE:**

We anticipate the following timeline for completion of the above services:

Preliminary Design	2 weeks from receipt of Topographic Survey
Construction Documents	2-3 weeks from approval of Prelim. Plans
Construction Administration/Closeout	2-3 weeks

**COMPENSATION:**

Based on the above Scope of Services and Schedule, REA proposes a fee of \$7,800.00 in accordance with the following fee schedule:

Preliminary Design	\$2,500.00
Construction Documents	\$3,300.00
Construction Administration/Project Closeout	\$1,800.00
Expenses	\$200.00

- Services will be billed monthly on a lump sum, percentage complete basis, plus reimbursable expenses. Fees will not be exceeded without prior written approval from the City.
- Reimbursable expenses will be billed in accordance with the attached schedule.

**ADDITIONAL SERVICES:**

Any services beyond those listed above are not included in the scope of work and fee for this project. If required, these services shall be provided if authorized by the City through an approved amendment of this agreement. Additional services will be billed at our standard hourly rates (see attached schedule) or on a negotiated fee basis.

Dave, if the terms of this proposal are agreeable to you, your signature below will constitute a satisfactory form of agreement between Rundell Ernstberger Associates, Inc. and the City of Bloomington Department of Parks and Recreation. Please return one (1) signed original to this office. Should you elect to execute a different form of agreement, please attach a copy of this letter as an exhibit.

Thank you for the opportunity to continue our work with the City of Bloomington. If you have any questions or concerns regarding this proposal, please contact me.

Sincerely,



Kevin Osburn, PLA, ASLA  
President

attachments: REA Standard Hourly Rate and Reimbursement Schedule

Accepted: BLOOMINGTON PARKS & RECREATION

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

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

## **EXHIBIT B**

### **“Project Schedule”**

Preliminary Design – 2 weeks from receipt of topographic survey  
Construction Documents – 2-3 weeks from approval of Preliminary plans  
Construction Administration/Closeout – 2-3 weeks

All work to be completed by no later than December 31, 2020.



**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\_\_\_\_.

**Rundell Ernstberger Associates**

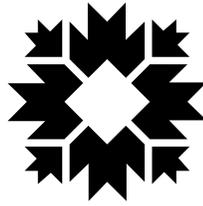
By: \_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_, 20\_\_\_\_.

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

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-23  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dave Williams, Operations Director  
**DATE:** April 28, 2020  
**SUBJECT:** Memorandum of Understanding  
Miller- Showers Park Sidewalk Construction by Collegiate Development

### Recommendation

Staff recommends approval of the MOU for sidewalk construction in Miller-Showers Park by Collegiate Development.

### Background

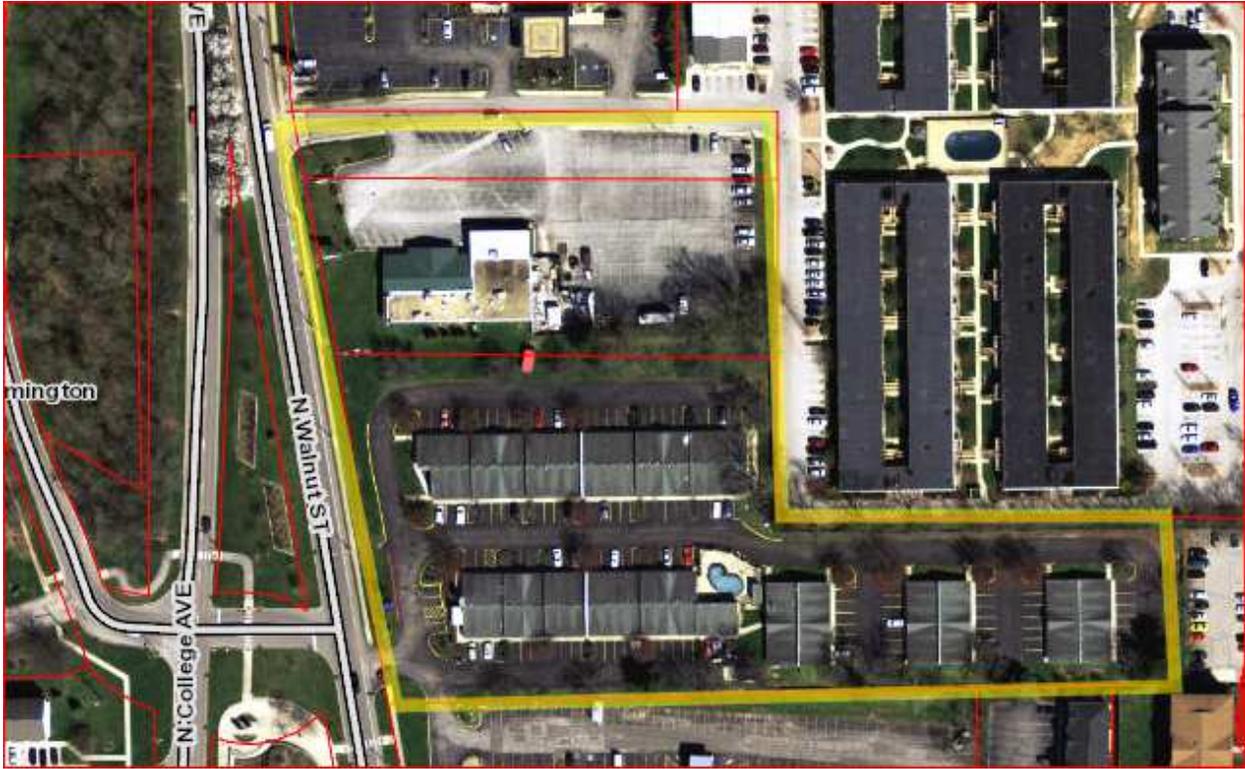
Collegiate Development has an approved project through City Planning for a large student residence development on property located east of the northern portion of Miller-Showers Park on north Walnut St. (See below aerial photo). Their project requires removal of the existing sidewalk on east Walnut St. for installation of a new waterline. Construction of a new sidewalk for this development would occur at the end of project construction; approximately two years from now.

City Planning and Collegiate Development approached Parks regarding the feasibility of constructing a sidewalk on the northern tip of Miller-Showers Park to provide the required sidewalk route for pedestrians to use in this area while Collegiate's project is under construction. There appear to be no other workable options available. Parks has a Bond funded "Gateway" Project for this section of Miller-Showers Park. (See below North Gateway Proposed Plan rendering.) The MOU for Board consideration requires Collegiate to fund all survey and construction costs for a permanent sidewalk that will facilitate safe north/south pedestrian movement on Walnut St. and adhere to Rundell Ernstberger's design for a sidewalk at this location to be part of the Gateway project. Funding for the sidewalk design would be provided by Parks. With approval of the MOU, work would begin as soon as possible.

**RESPECTFULLY SUBMITTED,**

---

Dave Williams, Operations Director



# NORTH GATEWAY - PROPOSED PLAN

March 18th, 2020



## **Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) between the City of Bloomington Parks and Recreation Department, (“BP&R”) and CDG BREP SH Pursuit Costs, L.L.C. (“CDG”) outlines the binding conditions placed upon BP&R and CDG, and agreed to by BP&R and CDG.

WHEREAS, CDG has an approved project to construct a large student housing development on North Walnut Street, Bloomington, Indiana (“CDG Project”);

WHEREAS, CDG must remove the sidewalk that runs north/south alongside their development construction;

WHEREAS, CDG has requested the City of Bloomington to permit CDG to build a sidewalk on the Miller-Showers Park property immediately west of their development construction across North Walnut Street due to the lack of other options to maintain safe pedestrian travel in this area while CDG’s project is under construction;

WHEREAS, the City of Bloomington is currently developing a “Gateway” treatment on the northern section of Miller-Showers Park (the “Gateway Project”) and CDG’s proposed sidewalk development would occur within and impact this area;

WHEREAS, BP&R and CDG have come to mutually beneficial terms wherein CDG will construct a permanent sidewalk per the City of Bloomington’s gateway design.

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

1. CDG shall provide BP&R topographic survey data for the north Miller-Showers Park gateway section identified in Exhibit A with sufficient detail and data as required for BP&R’s consultant, Rundell Ernstberger Associates (“REA”) to proceed with design and specifications for sidewalk construction only.
2. CDG shall pay survey costs associated with providing the information required in paragraph one above.
3. BP&R shall pay all costs associated with the sidewalk design.
4. Per the conceptual REA gateway design plan (the “Plan”), CDG will fund and oversee the construction of the westernmost park sidewalk (the “West Sidewalk”), as shown on Exhibit B. The West Sidewalk shall be constructed by CDG in compliance with the Plan and the specifications provided by REA.
5. The West Sidewalk construction shall not require specialty pavement treatments or use of pavers and shall be a maximum width of 10 feet.

6. CDG shall have no responsibility for the installation of mid-block pedestrian activated crossing signals.
7. Any required non-electric posts and signage at the crossing(s), as directed by the City Planning Department, will be provided by BP&R and installed by CDG as part of the West Sidewalk construction.
8. Upon receipt of the required survey data under section 1, REA shall complete the sidewalk design and provide plans and specifications for construction to CDG within 30 calendar days.
9. Upon receipt of the plans and specifications from REA, CDG shall immediately begin construction of the West Sidewalk, and construction of the West Sidewalk shall be completed by CDG within \_\_\_\_ days.
10. The West Sidewalk shall be constructed as a permanent sidewalk, shall remain in place at Miller-Showers Park, and shall facilitate north/south Walnut St. pedestrian use for the duration of CDG's development project and required new sidewalk construction on the east side of Walnut adjoining their development, which the parties anticipate to last two years.
11. Under no circumstances, will use of the West Sidewalk in Miller-Showers Park extend beyond September 30, 2023. CDG acknowledges that the Gateway Project is bond funded and that delays in construction of the West Sidewalk would delay that project potentially resulting in economic damages and therefore time is of the essence.
12. CDG shall abide by and comply with all applicable laws, codes, ordinances, regulations, permits, and approvals. CDG shall also provide for traffic control for the West Sidewalk construction.
13. Notwithstanding the above, if CDG does not proceed with construction of the CDG Property, there will be no requirement for CDG to complete the work described above and this MOU shall terminated.

**SO AGREED:**

**City of Bloomington**

**CDG BREP SH Pursuit Costs, L.L.C.**

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

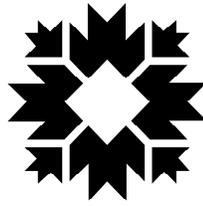
By: \_\_\_\_\_

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

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

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

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-24  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

---

**TO:** Board of Park Commissioners  
**FROM:** Steve Cotter, Natural Resources Manager  
**DATE:** April 28, 2020  
**SUBJECT:** REVIEW/APPROVAL OF GRIFFY LAKE NATURE PRESERVE COMMUNITY HUNTING ACCESS PROGRAM (CHAP) CONTRACT WITH WHITE BUFFALO INC.

### Recommendation

Staff recommends approval of the Community Hunting Access Program Contract with White Buffalo Inc.

### Background

Studies of the deer population in Bloomington officially began with the establishment of the Joint City of Bloomington-Monroe County Deer Task Force, a citizen group created by local government in response to concerns from ecologists and residents about deer damage in the Griffy area. The Deer Task Force submitted their official report of findings in 2012, and the report was formally accepted as an advisory document by the Common Council on December 12, 2012. The Task Force recommended a sharpshooting effort to reduce the deer population within the Preserve. A sharpshooting effort was attempted in 2014 but was unsuccessful due to a large acorn crop that interfered with the timing of deer coming to bait stations. A sharpshooting effort

in 2017 removed 62 deer from the Preserve. A Community Hunting Access Program hunt was conducted in 2019 and successfully removed 26 deer from the Preserve.

The Community Hunting Access Program was developed by the Indiana Dept. of Natural Resources to provide hunting opportunities for Indiana hunters. CHAP funding, which was approved for 2019 and 2020, reduces the cost of deer management to the City. The proposed cost of the White Buffalo contract for 2020 is \$32,500.

White Buffalo Inc. (WBI) will provide assistance in the recruitment of hunters and will provide proficiency screening for hunting applicants, supervise scheduled hunting activities, select general hunting locations within GLNP, facilitate in the removal of harvested deer, and generate a report as required by the CHAP program.

All rules and regulations that apply to hunting deer in the state of Indiana during the firearms season will be followed. A multi-step process will be used to vet hunters to ensure compatibility with program goals. Hunters will be selected based on their demonstrated safe and proficient use of a firearm, hunting experience, community involvement, and commitment to hunting ethics and safety.

## **Logistics**

### **A. Timing**

The proposed time frame for the CHAP hunt coincides with the first three weekends of firearm season, November 14, 15, 21, 22, 28 and 29.

### **B. Participants**

The hunt will be conducted by licensed Indiana hunters who have been vetted, trained and supervised by White Buffalo, Inc., a leading expert in population control of white-tailed deer in urban areas. This firm was selected based on their familiarity with Mid-western forest ecosystems, their research knowledge and comprehensive understanding of the ecology of white-tailed deer, and their flawless safety record. White Buffalo Inc. developed the CHAP program for the Indiana Dept. of Natural Resources and trained the CHAP coordinators in the state.

### **C. Safety Issues**

Safety is the first priority of the deer herd reduction effort, and takes precedence over all other considerations. Sharpshooting will take place from elevated stands so the trajectory of bullets will be down and into the ground.

A private security firm will be hired by the BPR to patrol the area surrounding Griffy Lake Nature Preserve, and to advise members of the public of the temporary closure of the property during the hunt. Security personnel will be in contact with White Buffalo at all times to inform them of potential conflicts with property users. Signs placed conspicuously at parking areas and trail heads will inform the public of the closure of the property during the weekends of the hunt.

### **Long-Term Deer Management Plan**

Maintaining the deer herd in numbers that will allow the understory forest vegetation to recover is the long-term goal. Bloomington Parks and Recreation staff will continue monitoring the presence and height of forest understory plants, including tree seedlings, in established control plots. Data collected in future growing seasons will help determine whether or not additional deer need to be removed the following winter in order for the plant population to recover.

Bloomington Parks and Recreation will communicate with staff from the IU Research and Teaching Preserve to coordinate notification about property closures. While hunting activities will not take place on IURTP-owned property, some hiking trails do cross property boundaries.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Steve Cotter". The signature is written in a cursive, flowing style.

Steve Cotter, Natural Resources Manager

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
WHITE BUFFALO, INC  
FOR  
COMMUNITY HUNTING ACCESS PROGRAM DEER CULL**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and \_\_\_\_\_ (“Consultant”),

**WITNESSETH:**

WHEREAS, the Department wishes to implement a deer cull at Griffy Lake Nature Preserve through the Community Hunting Access Program; and

WHEREAS, the Department requires the services of a professional consultant in order to coordinate the hunt, recruit and train hunters, facilitate removal of harvested deer, and submit a report with hunt results and recommendations (the “Services” as further defined below); and

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

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

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

**Article 1. Scope of Services**

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

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

Consultant shall complete the Services required under this Agreement on or before March 1, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Cotter as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant To Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.[1]

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Thirty Two Thousand Five Hundred Dollars and zero cents (\$32,500).

Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Steve Cotter  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice.

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

**Article 8. Identity of the Consultant**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

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

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. 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, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 23. E-Verify**

Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer

exists). Consultant shall sign an affidavit, attached as Exhibit C, affirming that Consultant does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

**Article 24. Notices**

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

**Department:**

**Consultant:**

City of Bloomington	White Buffalo Inc.
Attn: Steve Cotter	Dr. Anthony DeNicola
401 N. Morton, Suite 250	26 Davison Road
Bloomington, Indiana 47402	Moodus, Connecticut 06469

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**WHITE BUFFALO INC.**

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

\_\_\_\_\_  
Dr. Anthony DeNicola, President

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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



## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

White Buffalo Inc. (WBI) will provide assistance to the municipality in the recruitment of hunters for participation in a firearm hunt to be conducted during the regular deer hunting season. In addition, they will provide proficiency screening for hunting applicants, supervise scheduled hunting activities, select general hunting locations within GLNP, facilitate in the removal of harvested deer, and generate a report as required by the Community Hunting Access Program grant award.

## **EXHIBIT B**

### **“Project Schedule”**

Hunter recruitment will begin in May 2020

Proficiency screenings will be conducted in July and August 2020

Hunting locations will be selected in October 2020

Hunts will be conducted on Nov. 14, 15, 21, 22, 28 and 29, 2020



Printed Name of Notary Public

**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 \_\_\_\_\_, 2020.

White Buffalo Inc.

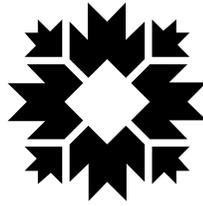
By: \_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_, 20\_\_\_\_.

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

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



CITY OF BLOOMINGTON  
Parks and Recreation

**STAFF REPORT**

Agenda Item: C-25  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erin Hatch  
**DATE:** April 28, 2020  
**SUBJECT:** PARTNERSHIP WITH MIDDLE WAY HOUSE, INC.

**Recommendation**

Staff recommends approval of this partnership agreement with Middle Way House, Inc. to allow use of 55 City trees as part of their Wrapped in Love campaign.

**Background**

Middle Way House, Inc. will be allowed to install knitted sweater art on 55 City trees located in the downtown City of Bloomington area. City Trees will be decorated as of Middle Way House, Inc.'s Wrapped in Love fundraising campaign to raise awareness and funds used for supportive services for survivors of domestic violence, sexual violence, and human trafficking.

**RESPECTFULLY SUBMITTED,**

---

Erin Hatch, Urban Forester

**AGREEMENT FOR THE USE OF  
CITY OF BLOOMINGTON TREES BY  
MIDDLE WAY HOUSE, INC.**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the Bloomington Parks and Recreation Department, (BPRD) and, Middle Way House, Inc.

**WHEREAS**, Middle Way House, Inc. located at 401 S. Washington St., Bloomington, Indiana, desires the use of a City trees for its Wrapped in Love fundraising campaign; and

**WHEREAS**, the City of Bloomington Department of Parks and Recreation (hereinafter referred to as “City”) owns and maintains City trees; and

**WHEREAS**, the City wishes to allow Middle Way House, Inc. the use of City trees.

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

- 1. Purpose of the Agreement.** The purpose of the Agreement is for the City to allow Middle Way House, Inc. limited use of up to 55 City trees as part of its Wrapped in Love campaign, which decorates trees around Bloomington in a campaign to raise awareness and funds used for supportive services for survivors of domestic violence, sexual violence, and human trafficking.
- 2. Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until October 31, 2021, unless terminated in accordance with paragraph seven (7).
- 3. Use of City trees.** The City hereby grants Middle Way House, Inc. permission to use City trees as follows:

Middle Way House, Inc. shall be permitted to cover up to 55 specified City trees with knitted yarn sweaters. Middle Way House, Inc. may begin installing the tree sweaters on September 21, 2020, and must have sweaters removed by March 20, 2021. The City of Bloomington retains the ability to request sweaters removed at any time within the aforementioned time window.

- 4. Responsibility for damages; Indemnification.** Middle Way House, Inc. agrees to assume full responsibility for any damages that may occur to the trees from this action.

Middle Way House, Inc. agrees to assume full and complete responsibility for all bodily injury, including death, and property damage which may occur as a result of the acts and omissions of Middle Way House, Inc., its officers, director, agents, employees, members, participants, successors and assigns, while performing the installation and removal of tree sweaters and wraps.

Further, Middle Way House, Inc. agrees to release, hold harmless, and indemnify the City of Bloomington, its Department of Parks and Recreation, and all City of Bloomington and Parks and Recreation officers, employees, and agents from any and all claims for personal injury, including death, or property damage that may occur as a result of the acts and omissions of Middle Way House, Inc., its officers, director, agents, employees, members participants, successors and assigns, while performing the installation and removal of tree sweaters and wraps.

- 5. Rules and Regulations.** Middle Way House, Inc. shall comply with all rules and regulations

established by the City's Department of Parks and Recreation for use of City property. Middle Way House, Inc. shall further require its Wrapped in Love member participants to comply with all said rules and regulations.

**6. Notice and Agreement Representatives**

Notice regarding any significant concerns and/or breaches of this Agreement shall be given to:

Middle Way House, Inc.  
Debra Morrow  
812-333-7404

Bloomington Parks and Recreation:  
Erin Hatch, Urban Forester  
812-349-3716

Representatives for the day-to-day operations and implementation of this Agreement shall be:

Middle Way House, Inc.  
Erin Hollinden  
812-333-7404  
401 S. Washington St.  
Bloomington, IN 47401  
[events@middlewayhouse.org](mailto:events@middlewayhouse.org)

Bloomington Parks and Recreation  
Erin Hatch, Urban Forester  
812-349-3716  
401 N. Morton St.  
Bloomington, IN 47403  
[erin.hatch@bloomington.in.gov](mailto:erin.hatch@bloomington.in.gov)

**7. Termination.** This contract may only be terminated in writing and by the mutual agreement of all parties to this Contractual Agreement.

**WHEREFORE**, the parties have entered into this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**City of Bloomington**

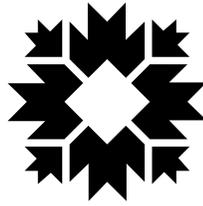
**Middle Way House, Inc.**

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

\_\_\_\_\_  
Debra Morrow, Executive Director

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

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-26  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erin Hatch  
**DATE:** April 28, 2020  
**SUBJECT:** AGREEMENT WITH BARTLETT TREE EXPERTS FOR SUMMER 2020 ASH TREE INJECTIONS

### Recommendation

Staff recommends approval of this contract with Bartlett Tree Experts to conduct systematic root flare injections to suppress the Emerald Ash Borer for various Park and Street Trees within the City of Bloomington.

Total Project: \$11,812.50

Funding Source: 200-18-189503-53990

### Background

Bartlett Tree Experts will use a systematic root flare injection, Tree-Age, to suppress the Emerald Ash Borer for various Park and Street Trees within the City of Bloomington. This is a continued effort to fight the Emerald Ash Borer within Bloomington, with a total of approximately 1350 inches to be treated. Bartlett Tree Experts have been the contractor for this service since 2015.

**RESPECTFULLY SUBMITTED,**

---

Erin Hatch, Urban Forester

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
F.A. BARTLETT TREE EXPERT COMPANY  
FOR  
SUMMER 2020 ASH TREE INJECTIONS**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and F.A. Bartlett Tree Expert Company (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to perform systemic root flare injection treatments to help suppress Emerald Ash Borer; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the injection treatments (the “Services” as further defined below); and

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before November 30, 2020, 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 Erin Hatch 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 Eight Hundred and Twelve Dollars and fifty cents (\$11,812.50). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within thirty (30) days of receipt of invoice. The invoice shall be sent to:

Erin Hatch  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404  
[erin.hatch@bloomington.in.gov](mailto:erin.hatch@bloomington.in.gov)

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 Manager prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

Contractor shall perform the Services no later than November 30, 2020. 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, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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 without regard to conflict of laws principles. Contractor expressly submits to personal jurisdiction in the courts of the State of Indiana. Department

and Contract agree that venue of any disputes arising under this Agreement shall be in the Circuit Court of 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 B, 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 sub-Contractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or sub-Contractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or sub-Contractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or sub-Contractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or sub-Contractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or sub-Contractor did not knowingly employ an unauthorized alien. If the Contractor or sub-Contractor 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 sub-Contractor is liable to the City for actual damages.

Contractor shall require any sub-Contractors performing work under this contract to certify to the Contractor that, at the time of certification, the sub-Contractor does not knowingly employ or contract with an unauthorized alien and the sub-Contractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all sub-Contractors' 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	F.A. Bartlett Tree Expert Company
Attn: Erin Hatch	Attn: Rick Barker
401 N. Morton, Suite 250	PO Box 681521
Bloomington, Indiana 47402	Indianapolis, IN 46268

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 C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

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

**CITY OF BLOOMINGTON****F.A. Bartlett Tree Expert Company**


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 Philippa M. Guthrie, Corporation Counsel

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 Rick Barker, So. Indiana Representative

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 Paula McDevitt, Director  
 Department of Parks and Recreation

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

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

Perform a systemic root flare injection treatment to help suppress Emerald Ash Borer. One treatment of Tree-age to be applied to approximately 1350” total diameter worth of trees. Trees to be located both in in City of Bloomington Parks and Recreation property and along City streets within the public right-of-way.

**EXHIBIT B**

**E-VERIFY AFFIDAVIT**

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

STATE OF \_\_\_\_\_ )  
 )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 \_\_\_\_\_, 2020.

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

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

**EXHIBIT C**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**F.A. Bartlett Tree Expert Company**

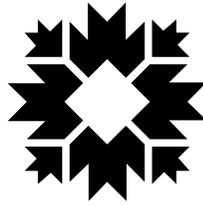
By: \_\_\_\_\_  
\_\_\_\_\_

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-27  
Date: 4/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Marcia Veldman, Farmers' Market Coordinator  
**DATE:** April 28, 2020  
**SUBJECT:** ADDENDA TO MARKET VENDOR CONTRACTS

### Recommendation

Staff recommends the approval of the addenda to the Farm Vendor contract, Food and Beverage Artisan Contract and Food Truck Contract to reflect changes made to the structure of the Market to address COVID 19 and allow for future flexibility.

### Background

The changes in the addenda allow for the flexibility needed in this rapidly evolving situation including changes to the fee structure and to hosting an online Market. With regards to the Farm Vendors, the addenda notes the suspension of the point system and an allowance to utilize stand assistants. These changes are important so no vendors feel obliged to come to Market and gives vendors the opportunity to hire someone to attend if they are unable to do so.

**RESPECTFULLY SUBMITTED,**

---

Marcia Veldman, Farmers' Market Coordinator

Attachments: Addendum to Farm Vendor Contract, Addendum to Food and Beverage Artisan Contract and Addendum to Food Truck/Push Cart Contract

## **First Addendum to 2020 Bloomington Community Farmers' Market Farm Vendor Contract**

This First Addendum to 2020 Bloomington Community Farmers' Market Farm Vendor Contract is entered into this \_\_\_\_th day of \_\_\_\_\_, 2020, by and between the City of Bloomington Parks and Recreation Department ("Parks") and the undersigned vendor(s) ("Vendor").

### **WITNESSETH:**

WHEREAS, Parks and Vendor entered into that certain *2020 Bloomington Community Farmers' Market Farm Vendor Contract* ("Agreement");

WHEREAS, as a result of the declared global COVID-19 pandemic ("Pandemic"), certain changes to the format and delivery of goods and services at the Bloomington Community Farmers' Market ("Market") have been required, including converting the Market to an online format and implementing other social distancing measures to assist in the effort to prevent the spread of COVID-19;

WHEREAS, Vendor acknowledges that Parks will be required to continue to make changes to the format and policies of the Market from time to time in response to the Pandemic; and

WHEREAS, Vendor continues to desire to participate in the Market subject to the following modifications to the Agreement.

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

1. **Term:** This Addendum is effective May 1, 2020, through June 30, 2020.
2. **Online Market Format:** The Market will operate under an online market format until conditions related to the Pandemic change as to allow Parks to move to a different means of product distribution. Vendor agrees that Parks may make changes to the format and product distribution policies of the Market from time to time in response to the Pandemic.
3. **Market Fee:** In lieu of the ordinary fee charged to Vendor for participation in the Market under the terms of the Agreement, Vendor shall pay Parks a flat fee for participation in the Market for the Term of this Addendum. This fee shall be \$12 per week for Seniors and Youth as those terms are defined in the Farm Vendor Handbook, and \$18 per week for all other Vendors.
4. **Market Points:** The Market points system shall be suspended for the Term of this Addendum.
5. **Stand Assistants:** Stand Assistants will be permitted to serve the function of a Vendor under the Agreement for the Term of this Addendum.

6. **Assumption of Risk:** Vendor acknowledges and understands that Vendor may experience damages or financial loss relative to customer orders in the online market format due to reasons including, without limitation, vendor items not being available, SNAP customers not picking up orders, credit card customers providing inaccurate information or other similar circumstances. Vendor further acknowledges and understands that participating in the Market during the Pandemic may result in exposure to COVID-19 through contact with other vendors, customers, and Market participants. Vendor expressly assumes all risk of damages, harm, and loss and agrees to hold City harmless. In the limited circumstance where a SNAP customer does not show up to pick up an order, the City will make reasonable efforts to collect payment. If the City is unable to collect payment, Vendor agrees that the City does not assume the cost of the order. In this circumstance, the City agrees to not allow that customer to place orders in the future.

7. **Full Force and Effect:** All terms of the Agreement not expressly modified, amended, or supplemented herein remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Addendum on the date set forth above and agree to be bound by the terms herein.

\_\_\_\_\_  
Vendor

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

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

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

## **First Addendum to Agreement for Food and Beverage Artisans Bloomington Community Farmers' Market**

This First Addendum to Agreement for Food and Beverage Artisans Bloomington Community Farmers' Market is entered into this \_\_\_\_th day of \_\_\_\_\_, 2020, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food and Beverage Artisan ("Artisan").

### **WITNESSETH:**

WHEREAS, Parks and Artisan entered into that certain *Agreement for Food and Beverage Artisans Bloomington Community Farmers' Market* ("Agreement");

WHEREAS, as a result of the declared global COVID-19 pandemic ("Pandemic"), certain changes to the format and delivery of goods and services at the Bloomington Community Farmers' Market ("Market") have been required, including converting the Market to an online format and implementing other social distancing measures to assist in the effort to prevent the spread of COVID-19;

WHEREAS, Artisan acknowledges that Parks will be required to continue to make changes to the format and policies of the Market from time to time in response to the Pandemic; and

WHEREAS, Artisan continues to desire to participate in the Market subject to the following modifications to the Agreement.

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

1. **Term:** This Addendum is effective May 1, 2020, through June 30, 2020.
2. **Online Market Format:** The Market will operate under an online market format until conditions related to the Pandemic change as to allow Parks to move to a different means of product distribution. Artisan agrees that Parks may make changes to the format and product distribution policies of the Market from time to time in response to the Pandemic.
3. **Market Fee:** In lieu of the ordinary fee charged to Artisan for participation in the Market under the terms of the Agreement, Artisan shall pay Parks a flat fee for participation in the Market for the Term of this Addendum. This fee shall be \$18 per week.
4. **Assumption of Risk:** Artisan acknowledges and understands that Artisan may experience damages or financial loss relative to customer orders in the online market format due to reasons including, without limitation, vendor items not being available, SNAP customers not picking up orders, credit card customers providing inaccurate information or other similar circumstances. Artisan further acknowledges and understands that participating in the Market during the Pandemic may result in exposure to COVID-19 through contact with other vendors, customers, and Market participants. Artisan expressly assumes all risk of damages, harm, and loss

and agrees to hold City harmless. In the limited circumstance where a SNAP customer does not show up to pick up an order, the City will make reasonable efforts to collect payment. If the City is unable to collect payment, Artisan agrees that the City does not assume the cost of the order. In this circumstance, the City agrees to not allow that customer to place orders in the future.

**5. Full Force and Effect:** All terms of the Agreement not expressly modified, amended, or supplemented herein remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Addendum on the date set forth above and agree to be bound by the terms herein.

\_\_\_\_\_  
Artisan

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

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

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

## **First Addendum to Agreement for Food Truck/Push Cart Vending Bloomington Community Farmers' Market**

This First Addendum to Agreement for Food Truck/Push Cart Vending Bloomington Community Farmers' Market is entered into this \_\_\_\_th day of \_\_\_\_\_, 2020, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food Truck/Push Cart Vendor ("Food Vendor").

### **WITNESSETH:**

WHEREAS, Parks and Food Vendor entered into that certain *Agreement for Food Truck/Push Cart Vending Bloomington Community Farmers' Market* ("Agreement");

WHEREAS, as a result of the declared global COVID-19 pandemic ("Pandemic"), certain changes to the format and delivery of goods and services at the Bloomington Community Farmers' Market ("Market") have been required, including converting the Market to an online format and implementing other social distancing measures to assist in the effort to prevent the spread of COVID-19;

WHEREAS, Food Vendor acknowledges that Parks will be required to continue to make changes to the format and policies of the Market from time to time in response to the Pandemic; and

WHEREAS, Food Vendor continues to desire to participate in the Market subject to the following modifications to the Agreement.

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

1. **Term:** This Addendum is effective May 1, 2020, through June 30, 2020.
2. **Online Market Format:** The Market will operate under an online market format until conditions related to the Pandemic change as to allow Parks to move to a different means of product distribution. Food Vendor agrees that Parks may make changes to the format and product distribution policies of the Market from time to time in response to the Pandemic.
3. **Market Fee:** In lieu of the ordinary fee charged to Food Vendor for participation in the Market under the terms of the Agreement, Food Vendor shall pay Parks a flat fee for participation in the Market for the Term of this Addendum. This fee shall be \$18 per week.
4. **Assumption of Risk:** Food Vendor acknowledges and understands that Food Vendor may experience damages or financial loss relative to customer orders in the online market format due to reasons including, without limitation, vendor items not being available, SNAP customers not picking up orders, credit card customers providing inaccurate information or other similar circumstances. Food Vendor further acknowledges and understands that participating in the Market during the Pandemic may result in exposure to COVID-19 through contact with other vendors, customers, and Market participants. Food Vendor expressly assumes all risk of damages,

harm, and loss and agrees to hold City harmless. In the limited circumstance where a SNAP customer does not show up to pick up an order, the City will make reasonable efforts to collect payment. If the City is unable to collect payment, Food Vendor agrees that the City does not assume the cost of the order. In this circumstance, the City agrees to not allow that customer to place orders in the future.

**5. Full Force and Effect:** All terms of the Agreement not expressly modified amended, or supplemented herein remain in full force and effect.

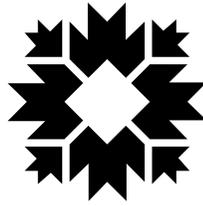
IN WITNESS WHEREOF, the parties have signed this Addendum on the date set forth above and agree to be bound by the terms herein.

\_\_\_\_\_  
Food Vendor

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

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

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-28  
Date: 4-21-2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Becky Higgins, Recreation Services Division Director  
**DATE:** April 28, 2020  
**SUBJECT:** FEE ADDITIONS TO THE 2020 PRICE SCHEDULE

### Recommendation

Staff recommends approval of new fees for the Farmers' Market contract for May 2020 and fees for the new CARES (Childcare and Recreation Emergency Services) Program in response to COVID-19 childcare needs.

### Background

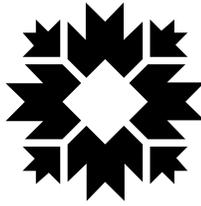
Due to COVID-19 the look of the Bloomington Community Farmers' Market has been altered. In April, a drive thru Market was held at Switchyard Park Pavilion. Customers did not interact with vendors, orders were placed online and staff bagged and delivered purchases to the customer's vehicles. All purchases were made in advance, online, and with a credit card. Exceptions were made for customers utilizing SNAP benefits. During this time, there was no fees collected from farm vendors or food and beverage artisans for participating in Market.

Beginning in May, a different version of Market will be held at Showers Common. Both farm and food vendors will pay a weekly flat fee of \$18, \$12 for farm vendor who are seniors or children. Customers will continue to purchase and pay online, however they will walk thru the Market area and pick up purchases directly from vendors while practicing safe social distancing. In addition, staff would like to add a fee range of \$5 - \$25 for misc. item's such as curbside pickup and home delivery options.

Bloomington Parks and Recreation has been working with the Community Foundation to develop and provide childcare opportunities for first responders and medical workers during the stay at home order. The cost for running this childcare program is \$220/per child per week.

**RESPECTFULLY SUBMITTED,**

Becky Higgins, Recreation Services Director



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: D-4  
Date: 4/21/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** April 28, 2020  
**SUBJECT:** BICENTENNIAL GATEWAY CONCEPTUAL DESIGN PRESENTATION

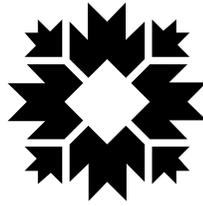
### Background

Kevin Osburn and Kevin Sweetland from Rundell Ernstberger Associates will present the final conceptual design work for the Bicentennial Gateway projects. Slide presentation will be available at the board meeting.

**RESPECTFULLY SUBMITTED,**

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Paula McDevitt, Administrator



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: D-4  
Date: 4-22-2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Julie Ramey, Community Relations Manager  
**DATE:** April 28, 2020  
**SUBJECT:** Trail System Branding and Signage Design

### Recommendation

For information only, not for approval.

### Background

As the city's trail system continues to expand, the need for comprehensive trail branding and signage has become apparent. Bloomington Parks and Recreation in 2019 contracted with RLR Associates in 2019 to thoroughly review the city's network of multi-use trails, and to develop a cohesive brand for each trail. RLR Associates also developed a Trail Sign Manual that outlines specific sign materials, heights, and distances in compliance with current trail signing standards.

**RESPECTFULLY SUBMITTED,**

  
Julie Ramey, Community Relations Manager