



AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, February 28, 2023 4:00 – 5:30 p.m.

Council Chambers
401 N. Morton

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of January 24, 2023
- A-2. Approval of Claims Submitted January 24, 2023 – February 27, 2023
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Review/Approval of Credit Card Refunds
- A-6. Declaration of Surplus – February 2023
- A-7. Approval of 2023 Food and Beverage Artisan and Food Truck/Push Cart agreement template
- A-8. Approval of partnership agreement with Green Camino, Inc. (EarthKeepers) for two compost collection bins
- A-9. Approval of contract with VET Environmental Engineering, LLC for mold remediation at Switchyard Park Maintenance Building.
- A-10. Approval of 2023 partnership agreement with The Ryder Magazine and Film Series
- A-11. Approval of 2023 Performance and Entertainment agreement template
- A-12. Re-Approval of Policy 13210 – Multi-Use Trail Design and Operations
- A-13. Approval of contract with Cassady Electrical Contractors, Inc. for Farmers' Market shed
- A-14. Approval of contract with Commercial Service for emergency replacement of water heater at Banneker Community Center
- A-15. Approval of contract with Cassady Electrical Contractors, Inc. for emergency electrical work at Banneker Community Center
- A-16. Approval of contract with Aquatic Control, Inc. for Miller-Showers Park
- A-17. Approval of contract with Harrell Fish, Inc. for backflow prevention device maintenance and testing
- A-18. Approval of partnership agreement with Bloomington Junior League Baseball Association

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Bravo Award Amanda Ghaffarian (Community Events volunteer) (Emily Buuck)
- B-2. Parks Partner Award
- B-3. Staff Introductions Sasha Kuznetsov, Parks and Recreation Intern

C. OTHER BUSINESS

- C-1. Election of Board of Park Commissioners Vice President, Representative to the Plan Commission and Representative to the Bloomington Parks Foundation (Kathleen Mills)
- C-2. Review/Approval of grant partnership agreement with Area 10 Agency on Aging for Endwright East Active Living Community Center at College Mall (Becky Higgins)
- C-3. Review/Approval of partnership agreement with Visit Bloomington for concert series (Leslie Brinson)
- C-4. Review/Approval of appointment to the Farmers' Market Advisory Council (Clarence Boone)
- C-5. Review//Approval of partnership agreement with Centerstone of Indiana, INC for park maintenance, landscaping, golf course maintenance and Switchyard Park monitor crew (Joanna Sparks)
- C-6. Review/Approval of contract with EcoLogic, LLC for vegetation management services (Joanna Sparks)
- C-7. Review/Approval of MOU with Duke Energy for Reliability Project Phase 2 (Haskell Smith)
- C-8. Review/Approval of encroachment agreement with Mimimis, LLC (744 S. Morton St) (Tim Street)
- C-9. Review/Approval B-Line closure request from City of Bloomington ITS Department (Tim Street)
- C-10. Review/Approval of Scenic Construction for Rogers Family Park (Change Order 1) (Tim Street)
- C-11. Review/Approval of Policy #13120 – Memorial Benches in Parks (Barb Dunbar)

- | | | |
|------|--------------------------------------------------------------------------------------------------------|------------------|
| C-12 | Review/Approval of Policy#13020 – Commemorative Tree Program | (Barb Dunbar) |
| C-12 | Review/Approval of contract with Commercial Service, Inc. for HVAC work at Operations Center | (Barb Dunbar) |
| C-13 | Review/Approval of contract with Cornerstone PDS for Bryan Park playground site plan | (Barb Dunbar) |
| C-14 | Review/Approval of contract with Radar Masonry for repairs to the Twin Lakes Sports Complex upper deck | (Scott Pedersen) |

D. REPORTS

- | | | |
|------|-------------------------|-------------|
| D-1. | Operation Division | - no report |
| D-2. | Recreation Division | - no report |
| D-3. | Sports Division | - no report |
| D-4. | Administration Division | - no report |

E. PUBLIC COMMENT

ADJOURNMENT

Face masks are optional but recommended for indoor spaces.

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

The meeting may accessed at the following link:

<https://bloomington.zoom.us/j/84215988353?pwd=UDdqVHYwcVdIOXl6MXE2ejEyZXc5Zz09>

Meeting ID: 842 1598 8353 Passcode: 205790

One tap mobile
+13052241968,,84215988353# US +13092053325,,84215988353# US

Dial by your location. Find your local number: <https://bloomington.zoom.us/j/8111111111>



A-1

01-24-2023

Board of Park Commissioners
Regular Meeting
Minutes

Regular Meeting: Tuesday, January 24, 2023 4:00 – 5:30 p.m.

Council Chambers
401 North Morton

CALL TO ORDER - ROLL CALL

The meeting was called to order by Kathleen Mills at 4:03pm
Present: Kathleen Mills, Israel Herrera and James Whitlatch
Absent: Ellen Rodkey

A. CONSENT CALENDAR

- A-1. Approval of Minutes of December 15, 2022
- A-2. Approval of Claims Submitted December 15, 2022 – January 23, 2023
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review/Approval of Business Report
- A-5. Review/Approval of Credit Card Refunds
- A-6. Declaration of Surplus.
- A-7. Approval of 2023 Farmers' Market contract template
- A-8. Approval of 2023 A Fair of the Arts Exhibitor Agreement template
- A-9. Approval of 2023 Concessions Agreement template
- A-10. Approval of contract services with Izzy's Rental
- A-11. Approval of contract for services with KingSnake Sound Company
- A-12. Approval of 2023 mobile stage rental application
- A-13. Approval of contract for services with Skip Daley
- A-14. Approval of 2023 special use permits and Switchyard Park Pavilion rental agreement
- A-15. Approval of contract addendum with Oscar's Contracting, Inc. for barn repairs at Rogers Family Park (Goat Farm)
- A-16. Approval of contract for Big Bounce Fun House Rentals for community events

Board Comments: *Kathleen Mills inquired:* per Indiana code BPRD cannot prohibit the carrying of firearms on city property. Item A-14 "Special use permits and Switchyard Park Pavilion rental agreement" contained a paragraph addressing firearms and stated an organizations or renter could set their own policy regarding firearms. Was that correct. *Becky Higgins responded:* an organization had previously requested the ability to set their own policy regarding firearms, Legal had reviewed and approved that request. BPRD had been consistent with adding this to permit applications and rental agreements.

Jim Whitlatch made a motion to approve the Consent Calendar A-1 through A-16. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Bravo Award

Emily Buuck, Community Relations Coordinator presented Merrill Hatlen with the January Bravo Award for being a longtime volunteer photographer for the Bloomington Community Farmers' Market and A Fair of the Arts. Merrill had captured the spirit of both events, and he had been an extraordinary asset to BPRD efforts to reach the community at large. Staff was grateful for Merrill's contributions to the department.

B-2. Parks Partner Award

Julie Ramey, Community Relations Manager presented Fxchurch – Pastor Mathew Shockney with the January Parks Partner Award. Fxchurch rented the Banneker Community Center every Sunday for their church services. The members of the congregation volunteered year round and loaned their equipment for use by visitors to the Banneker Community Center. Fxchurch played a huge role in the annual block party, and had often made needed repairs around Banneker. Fxchurch had recently donated \$16,000 which had paid for new flooring on the third floor, library, and office.

Kevin Terrell, Banneker Community Facility Coordinator Banneker Community Center would not be the place it was without Fxchurch, Pastor Mathew Shockney, and the congregation. They were a tremendous partner for the community as well as for the Banneker neighborhood. Staff was proud to have them as part of the group at Banneker Community Center.

Pastor Mathew Shockney thanked the Board, BPRD and staff for the recognition.

B-3. Staff Introductions

Tara Brooke had recently accepted the position of Community Events Specialist. In past positions Tara had been responsible for running monthly Gallery Exhibits, managed volunteers, and organized many community events and expos. Tara had worked closely with business owners, teachers and community leaders. Tara was excited to be working in events again and looked forward to the future.

Ace Chestnut had recently accepted the position of Community Relations Specialist. Ace looked forward to leaning about the community and how Ace's creativity could best aid BPRD. Ace had attended Herron School of Art + Design, and worked at NSWC Crane as their graphic designer for three years. Ace was appreciative of the opportunity and looked forward to working with everyone.

C. OTHER BUSINESS

C-1. Election of Board of Park Commissioners Officers

Board Comments: *Kathleen Mills commented:* typically the Board elected officers at the January meeting. Due to the absence of Ellen Rodkey, the position of Vice President and Planning Commission Representative would be tabled until the February meeting.

Jim Whitlatch moved to put before the Board for election Kathleen Mills as President, and Kim Clapp as Secretary for Board of Park Commissioners. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

C-2. Review/Approval of Resolution 23-01 to Appropriate the Parks Non-Reverting Fund

Paula McDevitt, Administrator staff recommended approval of Resolution 23-01 to appropriate Parks Non-Reverting Operating Fund. Expenditure amounts were based on 2021 actual expenses, 2022 budgeted expenses and zero base budgeting estimates for 2023 program activity expenses.

Jim Whitlatch made a motion to approve Resolution 23-01 to appropriate the Parks Non-Reverting Fund. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

C-3. Review/Approval of appointments to the Environmental Resources Advisory Council

Rebecca Swift, Natural Resources Coordinator staff recommended approval of Environmental Resources Advisory Council appointments for returning members; Autumn Brunell, Cathy Meyer, David Parkhurst, and new member Kim Brookmyer.

Board Comments: *Kathleen Mills commented:* the experience and expertise of these applicants were always incredible. *Jim Whitlatch inquired:* how many were being appointed. *Rebecca Swift responded:* four members, they were two year terms.

Jim Whitlatch made a motion to approve the appointments to the Environmental Resources Advisory Council. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

C-4. Review/Approval of Naming of Banneker Community Center's Backyard Garden

Becky Higgins, Recreation Division Director a portion of the funds from the 2020 grant: "Parks as Community Nutrition Hubs: Expanding Access to Healthy Food" awarded to Banneker Community Center had been used to develop a

community garden. The garden located in Banneker's backyard, was used as a learning site and sources of healthy food for the Banneker families and children who attended Banneker summer camp. The backyard garden met the qualifications to be called an urban farm. Staff recommended naming the Banneker backyard garden to Benjamin Banneker Urban Farm. The naming of such would allow for a United States Department of Agriculture (USDA) farm number to be assigned to the site, which would be required when applying for grants offered through the Indianan Department of Health (IDOH) and the USDA.

Board Comments: *Israel Herrera inquired:* if renaming the garden would allow Banneker to apply for those grants. *Rebecca Higgins responded:* renaming it would make it possible to apply for a USDA farm number, which would then make Banneker Community Center eligible to apply for the grants through IDOH and USDA.

Jim Whitlatch made a motion to approve the Naming of Banneker Community Center's backyard garden. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

C-5. Review/Approval of Partnership Agreement with CanopyBloomington for Youth Tree Tender Program

Haskell Smith, Urban Forester the purpose of the Agreement was to outline a program partnership, which would provide an opportunity for the CanopyBloomington Tree Tenders, to work for CanopyBloomington in BPRD parks. The employment placement program, was to train and educate teenagers about the benefits of trees, the necessity of proper tree care, and provide hands on applications of tree care practices. Staff recommended approval of the partnership with CanopyBloomington. Funding would be from Urban Forestry General Fund in an amount not to exceed \$14,500.

Board Comments: *Israel Herrera inquired:* how were the students selected. *Tim Street responded:* BPRD relied on Canopy Bloomington for the selection of students. CanopyBloomington had a partnership with IU, and was a 501 3c split off from IU. They had connections through the Environmental Research Institute at IU, and were able to reach out and recruited students with appropriate backgrounds for the program. *Israel Herrera inquired:* if staff wanted to see the program grow. *Tim Street responded:* 2022 was the first year for the program and it had been successful. Staff would like to see it grow. *Haskell Smith responded:* the funding source had been increased, giving a six to ten range versus just four students.

Jim Whitlatch made a motion to approve the partnership with CanopyBloomington for Youth Tree Tender Program. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

C-6. Review/Approval of Contract with J.R. Ellington Tree Expert CO. for Tree Removal Services

Haskell Smith, Urban Forest to prevent undue harm or property damage, BPRD wished to have the ability to expedite services for time-sensitive hazardous trees and limb removal. Staff recommended approval of the contract with J.R. Ellington for tree removal and pruning services on an as needed basis. Funding source would be Urban Forestry General Fund, in an amount not to exceed \$18,000.

Jim Whitlatch made a motion to approve the contract with J.R. Ellington Tree Experts. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

C-7 Review/Approval of Contract with EcoLogic, LLC for Wetland Monitoring at Switchyard Park

Joanna Sparks, Urban Greenspace Manager the construction of Switchyard Park impacted 0.77 acres of existing wetland and 0.059 acres of stream. This had been mitigated by the creation of 1.07 acres of wetland and 293 linear feet of stream enhancement. The project had been permitted by the US Army Corp of Engineers and the Indiana Department of Environmental Management and they required a monitoring period of 3 – 5 years to ensure that the Success Criteria were met. Eco Logic had successfully fulfilled the requirements of the 2021 & 2022 SYP wetland monitoring contracts with the Parks Department, and proposed to prepare the 2023 annual monitoring report for the SYP wetland and stream mitigation. Staff recommended approval of the contract with EcoLogic, LLC, in an amount not to exceed \$9,422. Funding source would be through Landscaping General Fund.

Board Comments: *Jim Whitlatch inquired:* if a report was received each year. *Joanna Sparks responded:* a report was received each year that summarized what activities had been performed and if the criteria had being met. *Jim Whitlatch inquired:* if the report identified an issue, who would be responsible correcting the issue. *Joanna Sparks responded:* ideally would be done within the Urban Greenspace team. If beyond the capabilities of BPRD, a contractor would be hired. *Kathleen Mills inquired:* if the criteria was not met in the three to five years, could the time frame be extended. *Joanna Sparks* was unable to answer the question.

Jim Whitlatch made a motion to approve the contract with EcoLogic, LLC. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

C-8. Review/Approval of Contract Renewal with Green Dragon Lawn Care, Inc. Primary Park Locations

Joanna Sparks, Urban Greenspace Manager staff wished to provide well maintained parks and facilities for the community to enjoy. BPRD required the services of a professional consultant to provide mowing and trimming services at 20 locations throughout the 2023 season. Staff recommended renewal of the contract, for the third year, with Green Dragon Lawn Care. Funding would be from Operations General Fund in an amount not to exceed \$82,030.

Board Comments: *Kathleen Mills commented:* it was more cost effective to hire out the mowing. *Joanna Sparks commented:* yes. Purchasing and maintenance of equipment was incredibly expensive.

Jim Whitlatch made a motion to approve the contract renewal with Green Dragon Lawn Care, Inc. for primary park locations. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

C-9. Review/Approval of Contract Renewal with Green Dragon Lawn Care, Inc. for Alternate Locations

Joanna Sparks, Urban Greenspace Manager BPRD required the services of a professional consultant to provide mowing and trimming services at 16 alternate (Public Works) locations throughout the 2023 season. Staff recommended renewal of the contract, for the third year, with Green Dragon Lawn Care. Funding would be from Operations General Fund in an amount not to exceed \$34,970.

Jim Whitlatch made a motion to approve the contract renewal with Green Dragon Lawn Care, Inc. for alternate locations. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

C-10. Review/Approval of Policy 13210 – Multi-Use Trail Design and Operation

Tim Street, Operations and Development Division Director staff recommended approval of policy 13210 – Multi-Use Trail Design & Operations. The new policy reflected BPRD obligation and commitment to using professional engineers in the design of trails, as well as collaborating with the City Engineer (or their designee) on trail closures. The new policy specified when trail closures would be brought before the Board of Park Commissioners for approval. Revisions to the policy had been made since the November Board of Park Commissioners meeting.

Board Comments: *Kathleen Mills commented:* the last time the policy had been brought before the Board, consult versus collaborate had been questioned. Had it been changed to collaborate? *Tim Street responded:* the policy contained both consult and collaborate. There were two parts to the policy: consultations when engineering firms were hired during the designing and building of new trails, and collaboration when working with Engineering Department on trail closure requests.

Jim Whitlatch made a motion to approve Policy 13210-Multi-Use Trail Design and Operations. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

C-11. Approval of Trail Closures for Duke Reliability Project

Tim Street, Operations and Development Division Director the Duke Reliability Project would connect the power substations at Rogers St. and 11th and Fairview with transmission lines. Full and/or partial trail closure of two sections of the B-Line would be necessary during construction. The trail closure request and MOT plans were reviewed and approved by the Engineering Department. Staff recommended approval of the trail closure request for the B-Line Trail from Duke Energy, per policy 13210, for the Duke Reliability Project.

Board Comments: *Kathleen Mills inquired:* if Duke would be responsible for the notice of closure and for placing the signs. *Tim Street responded:* the contractor or subcontractor were responsible for putting out the signs. BPRD had requested 72 hour prior notice so the department could post notices through social media or other avenues of communication. *Israel Herrera inquired:* how long would the trail be closed. *Tim Street responded:* it would be closed when needed and reopened when possible, the total number of days it would be closed was unknown.

Jim Whitlatch made a motion to approve the B-Line Trail closure request received from Duke Energy for the Duke Reliability Project. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

D. REPORTS

D-1.Sports Division

Mark Sterner, Twin Lakes Manager the Bloomington Pickleball Club (BPC) was formed in October of 2022, and was

growing rapidly. Mark introduced Dan Sessions and Brandon Snyder representatives of BPC.

Dan Sessions, Chairman of the Board BPC approached the podium. The group came together in October of 2022 to organize and have one voice for the sport of Pickleball in the community. The organization's mission was to "Promote the growth of Bloomington Indiana pickleball, and to enhance both competitive and recreational play". Players come from different paddle sports background or had no paddle sports background. The sport was referred to as a great equalizer, as different ages/genders could play together and have fun.

Brandon Snyder, President BPC approached the podium. Statistics had been collected over a period of 68 days with data gathered from Switchyard Park, YMCA, RCA Park and Twin Lakes Recreation Center.

- 617 responses were received from players who had checked in to play pickleball.
- 94.7% non-IU affiliated
- 300 played at RCA Park
- 6.6% played at Switchyard
- 39.9% played at Twin Lakes Recreation Center

The club officially launched on January 9, 2023. Within 16 days, there were 81 paid memberships. The goal was to hopefully work closely with BPRD to grow pickleball, improve pickleball facilities, and possibly enter into a Partnership with BPRD at a later date.

Board Comments: *Kathleen Mills inquired:* if the 617 responses were the number of games played. *Brandon Snyder responded:* 617 were the number of players that had checked in to play in 63 days that the date was collected. *Israel Herrera inquired:* who could become members of the club. *Dan Sessions responded:* all were welcomed to join the club. There was a broad span of people who play pickleball.

D-2. Recreation Division - none

D-3. Operations Division

Joanna Sparks, Urban Greenspace Manager presented a report "Enhancing Our Urban Greenspace Through Community Outreach".

Invasive Plant Control & Native Plantings

- Urban Greenspace (USG) team and volunteers managed invasive species on 26 properties in 2022.
- UGS volunteers assisted with 178 events
- USG volunteer hours totaled 3,138
- Monetary value of volunteer time \$93,983 (based on 2022 Federal volunteer per hour rate)
- 461 native shrubs and trees planted at Ferguson Dog Park
- Volunteers included Adopt-a-Greenspace, Monroe County – Identify and Reduce Invasive species members, individuals, community members, and many more

Adopt-a-Greenspace (AAG)

- AAG properties – 21
- AAG Participants – 42
- AAG Volunteer hours – 1,635
- Five AAG volunteers received the Bravo award for their time and efforts

Volunteer Events per Property (top five)

Lower Cascades 31 events

Winslow Sports Complex 28 events

Bryan Park 14 events

Latimer Woods 14 events

Winslow Woods Park 13 events

Properties with most Volunteer Hours (top five)

Grippy Lake Nature Preserve 561 volunteer hours

Winslow Sports Complex 405 volunteer hours

Lower Cascades Park 339 volunteer hours
Southeast Park 316 volunteer hours
Winslow Woods Park 233 volunteer hours

D-4. Administration Division - none

E. PUBLIC COMMENT

E-1. Kathleen Mills opened the floor to public comments. The Board received public comments regarding the fee structure for Food and Beverage Artisans.

Paula McDevitt, Director introduced Kevin Skirvin, President of Bloomington Parks Foundation. The next Board of Park Commissioners meeting was scheduled for Tuesday, February 28, 2023.

ADJOURNMENT

Meeting adjourned at 4:53pm.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Kim Clapp", written over a horizontal line.

Kim Clapp,
Secretary Board of Park Commissioners

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/27/2023	Payroll				144,523.38
					.
					144,523.38

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of **\$ 144,523.38**

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Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Board of Park Commissioners Claim Register

Invoice Date Range 01/21/23 - 02/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2482609	18- tape, pens, calendars	Paid by EFT # 50860		01/24/2023	01/24/2023	02/03/2023		02/03/2023	120.30
5099 - Office Three Sixty, INC	2486120	18- pens, notebook, planner, usb drives, stapler	Paid by EFT # 50860		01/24/2023	01/24/2023	02/03/2023		02/03/2023	92.23
Account 52110 - Office Supplies Totals									Invoice Transactions 2	\$212.53
Account 53410 - Liability / Casualty Premiums										
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	309229	10-CL Excess Work Comp 01/01/23-01/01/24	Paid by EFT # 50743		01/25/2023	01/25/2023	01/25/2023		01/25/2023	1,336.14
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	315922	10-Surplus Lines Tax-CL Excess Work Comp 1/1/23-1/1/24	Paid by EFT # 50743		01/25/2023	01/25/2023	01/25/2023		01/25/2023	33.42
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	309237	10-Renewal CL Package 01/01/23-01/01/24	Paid by EFT # 50743		01/25/2023	01/25/2023	01/25/2023		01/25/2023	104,864.48
Account 53410 - Liability / Casualty Premiums Totals									Invoice Transactions 3	\$106,234.04
Account 53910 - Dues and Subscriptions										
7255 - BOKF, NA	GENREV-ADMNFEE	06-General Revenue Bond 2021 Annual Admin Fee-1/1-12/31/23	Paid by EFT # 50729		01/23/2023	01/23/2023	01/23/2023		01/23/2023	111.93
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$111.93
Program 181000 - Administration Totals									Invoice Transactions 6	\$106,558.50
Program 181100 - Marketing										
Account 52420 - Other Supplies										
8446 - James Edward Maire	JMP003-23	18-digital files of McDoel Switchyard photos #2	Paid by EFT # 50845		01/24/2023	01/24/2023	02/03/2023		02/03/2023	100.00
11693 - The Award Center, INC	61484	18-Park Partner recognition plaque fxchurch	Paid by EFT # 50899		01/24/2023	01/24/2023	02/03/2023		02/03/2023	42.00
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$142.00
Account 53320 - Advertising										
1078 - Kamrex, INC (VFW Program)	284355	18-1/8 page ad for TLRC in VFW Program - # 76683	Paid by Check		01/24/2023	01/24/2023	02/03/2023		02/03/2023	129.50
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1230136665	18-30-sec spots for Winter Wander on WBWB	Paid by EFT # 50886		01/24/2023	01/24/2023	02/03/2023		02/03/2023	250.00



Board of Park Commissioners Claim Register

Invoice Date Range 01/21/23 - 02/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53320 - Advertising										
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1230136666	18-30-sec spots for Winter Wander on WHCC	Paid by EFT # 50886		01/24/2023	01/24/2023	02/03/2023		02/03/2023	250.00
Account 53320 - Advertising Totals										Invoice Transactions 3
										\$629.50
Account 53910 - Dues and Subscriptions										
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-5784	18-Quarterly web hosting Twin Lakes Rec Center & Switchyard Park	Paid by EFT # 50818		01/24/2023	01/24/2023	02/03/2023		02/03/2023	330.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$330.00
Program 181100 - Marketing Totals										Invoice Transactions 6
										\$1,101.50
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3145850532	18-FSC Propane for Zamboni	Paid by EFT # 50754		01/24/2023	01/24/2023	02/03/2023		02/03/2023	194.35
Account 52240 - Fuel and Oil Totals										Invoice Transactions 1
										\$194.35
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	758641	18-FSC Door knob, grease, lock nuts,screwdriver	Paid by EFT # 50841		01/24/2023	01/24/2023	02/03/2023		02/03/2023	74.22
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 1
										\$74.22
Account 52420 - Other Supplies										
50357 - Arrow Sporting Group, INC	INV5283	18-FSC Pro Shop Supplies Tape, Mouthguards,sharpener , stone & w	Paid by EFT # 50760		01/24/2023	01/24/2023	02/03/2023		02/03/2023	783.72
5913 - Becker Arena Products, INC	607687	18-FSC Glide pads for skate sharpening	Paid by EFT # 50767		01/24/2023	01/24/2023	02/03/2023		02/03/2023	99.51
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										\$883.23
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	145077ES	06-City Fac.-Natural Gas Commodity-Dec 2022 management fee	Paid by EFT # 50742		01/25/2023	01/25/2023	01/25/2023		01/25/2023	1,011.16
Account 53540 - Natural Gas Totals										Invoice Transactions 1
										\$1,011.16
Account 53910 - Dues and Subscriptions										
5756 - SESAC, INC	81527	18 - FSC annual music fee - 2023	Paid by EFT # 50880		01/24/2023	01/24/2023	02/03/2023		02/03/2023	1,798.00
4170 - Comcast Cable Communications, INC	1190548452011 323	18-cable service for FSC-1/27-2/26/23	Paid by Check # 76663		01/25/2023	01/25/2023	01/25/2023		01/25/2023	132.49
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 2
										\$1,930.49



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53920 - Laundry and Other Sanitation Services										
4283 - Accurate Cutting Technologies, INC	64010	18-FSC Zam blades sharpening	Paid by EFT # 50749		01/24/2023	01/24/2023	02/03/2023		02/03/2023	70.40
52783 - Bloomington Coin Ventures, INC (LaundryWorks)	December 6, 2022	18-FSC Skate Blade Towels Laundry	Paid by EFT # 50771		01/24/2023	01/24/2023	02/03/2023		02/03/2023	275.00
53657 - Plymate, INC	3151458	18-FSC Entry Way Rug Cleaning Service 01-18-23	Paid by EFT # 50867		01/24/2023	01/24/2023	02/03/2023		02/03/2023	77.21
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions	3		\$422.61
Program 182500 - Frank Southern Center Totals							Invoice Transactions	10		\$4,516.06
Program 183500 - Golf Services										
Account 52420 - Other Supplies										
5414 - Harmony Acres, INC (Value Fence Company)	1138	18 - Fence Rails & Posts	Paid by EFT # 50814		01/24/2023	01/24/2023	02/03/2023		02/03/2023	4,575.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$4,575.00
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	145077ES	06-City Fac.-Natural Gas Commodity-Dec 2022 management fee	Paid by EFT # 50742		01/25/2023	01/25/2023	01/25/2023		01/25/2023	40.70
Account 53540 - Natural Gas Totals							Invoice Transactions	1		\$40.70
Program 183500 - Golf Services Totals							Invoice Transactions	2		\$4,615.70
Program 184000 - Natural Resources										
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	17404	18-Wapehani Restroom Service	Paid by EFT # 50901		01/24/2023	01/24/2023	02/03/2023		02/03/2023	20.00
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions	1		\$20.00
Program 184000 - Natural Resources Totals							Invoice Transactions	1		\$20.00
Program 184501 - Youth Services-Kid City Camps										
Account 53910 - Dues and Subscriptions										
4486 - American Camping Association, INC	2023 Accred Fee	18-Kid City Accreditation Fees	Paid by Check # 76666		01/24/2023	01/24/2023	02/03/2023		02/03/2023	1,015.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		\$1,015.00
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions	1		\$1,015.00
Program 187500 - Banneker										
Account 53140 - Exterminator Services										
4073 - Terminix International	427936906	18- Banneker Pest Control-12/9/22	Paid by Check # 76697		01/24/2023	01/24/2023	02/03/2023		02/03/2023	73.04
Account 53140 - Exterminator Services Totals							Invoice Transactions	1		\$73.04



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	145077ES	06-City Fac.-Natural Gas Commodity-Dec 2022 management fee	Paid by EFT # 50742		01/25/2023	01/25/2023	01/25/2023		01/25/2023	224.40
Account 53540 - Natural Gas Totals Invoice Transactions 1										<u>224.40</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	W85555	18 -Banneker-HVAC repair - heat in gym repaired	Paid by EFT # 50815		01/24/2023	01/24/2023	02/03/2023		02/03/2023	563.75
392 - Koorsen Fire & Security, INC	IN00287789	18-Quarterly fire alarm base monitoring-BBCC 1/1-3/31/23	Paid by EFT # 50842		01/24/2023	01/24/2023	02/03/2023		02/03/2023	84.41
392 - Koorsen Fire & Security, INC	IN00294448	18-Banneker- fire and security alarm repair	Paid by EFT # 50842		01/24/2023	01/24/2023	02/03/2023		02/03/2023	272.95
Account 53610 - Building Repairs Totals Invoice Transactions 3										<u>921.11</u>
Account 53910 - Dues and Subscriptions										
5185 - WhenToWork, INC	40026791-30-1223	18- Time Management System-2/20/23-2/20/24	Paid by Check # 76698		01/24/2023	01/24/2023	02/03/2023		02/03/2023	220.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1										<u>220.00</u>
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5732	18 Banneker Cleaning Service - December 2022	Paid by EFT # 50795		01/24/2023	01/24/2023	02/03/2023		02/03/2023	310.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>310.00</u>
Program 187500 - Banneker Totals Invoice Transactions 7										<u>\$1,748.55</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
4526 - Momar, INC (Handyman)	PSI442027	18-(2) doz qts Superco Graffiti-X product	Paid by EFT # 50850		01/24/2023	01/24/2023	02/03/2023		02/03/2023	479.76
Account 52210 - Institutional Supplies Totals Invoice Transactions 1										<u>479.76</u>
Account 52220 - Agricultural Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	95058	18-straw erosion blanket (2) for Olcott drainage project	Paid by Check # 76682		01/24/2023	01/24/2023	02/03/2023		02/03/2023	59.98
Account 52220 - Agricultural Supplies Totals Invoice Transactions 1										<u>59.98</u>
Account 52230 - Garage and Motor Supplies										
394 - Kleindorfer Hardware & Variety	748374	18-hitch pin	Paid by EFT # 50841		01/24/2023	01/24/2023	02/03/2023		02/03/2023	3.99
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 1										<u>\$3.99</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	529633	18-brushless grinder	Paid by EFT # 50768		01/24/2023	01/24/2023	02/03/2023		02/03/2023	99.97
334 - Irving Materials, INC	11240711	18-Poured concrete for concrete pad for Rose Hill sign	Paid by EFT # 50833		01/24/2023	01/24/2023	02/03/2023		02/03/2023	398.50
394 - Kleindorfer Hardware & Variety	750430	18-2 floor registers	Paid by EFT # 50841		01/24/2023	01/24/2023	02/03/2023		02/03/2023	20.98
394 - Kleindorfer Hardware & Variety	758731	18-1 box of wood shims	Paid by EFT # 50841		01/24/2023	01/24/2023	02/03/2023		02/03/2023	14.79
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	4	\$534.24
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	758757	18-drain rings	Paid by EFT # 50841		01/24/2023	01/24/2023	02/03/2023		02/03/2023	14.99
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	1	\$14.99
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	750240	18-master lock for RCA Park electrical box	Paid by EFT # 50841		01/24/2023	01/24/2023	02/03/2023		02/03/2023	13.99
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$13.99
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	145077ES	06-City Fac.-Natural Gas Commodity-Dec 2022 management fee	Paid by EFT # 50742		01/25/2023	01/25/2023	01/25/2023		01/25/2023	616.11
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$616.11
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	4080045220	18-Final billing cycle for floor mat services @ two locations	Paid by EFT # 50759		01/24/2023	01/24/2023	02/03/2023		02/03/2023	159.28
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	1	\$159.28
Program 189000 - Operations Totals								Invoice Transactions	11	\$1,882.34
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	748441	18-SYP Misc Hardware; washers, rubber cork, dawn, lock ease, cle	Paid by EFT # 50841		01/24/2023	01/24/2023	02/03/2023		02/03/2023	27.99
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$27.99
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	37123-003 1222	18-Water Sewer Charges December 2022 SYP	Paid by Check # 76662		01/25/2023	01/25/2023	01/25/2023		01/25/2023	1,061.21
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	\$1,061.21



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00298148	18-SYP Koorsen Annual Extinguisher Inspection	Paid by EFT # 50842		01/24/2023	01/24/2023	02/03/2023		02/03/2023	425.98
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$425.98
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2637	18- SYP Marshall MSI Security 12/1/22-12/15/22	Paid by EFT # 50846		01/24/2023	01/24/2023	02/03/2023		02/03/2023	7,245.00
6330 - Marshall Security LLC	2651	18- SYP Marshall MSI Security 12/16/22-12/31/22	Paid by EFT # 50846		01/24/2023	01/24/2023	02/03/2023		02/03/2023	6,762.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$14,007.00
Program 189006 - Switchyard Property Totals									Invoice Transactions 5	\$15,522.18
Program 189501 - Cemeteries										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	758882	18-shovel handle	Paid by EFT # 50841		01/24/2023	01/24/2023	02/03/2023		02/03/2023	15.79
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$15.79
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	145077ES	06-City Fac.-Natural Gas Commodity-Dec 2022 management fee	Paid by EFT # 50742		01/25/2023	01/25/2023	01/25/2023		01/25/2023	14.46
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$14.46
Program 189501 - Cemeteries Totals									Invoice Transactions 2	\$30.25
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
4660 - A.M. Leonard, INC	CI23000563	18-UF 375 Deer Guards for SYP, Other new trees	Paid by EFT # 50747		01/24/2023	01/24/2023	02/03/2023		02/03/2023	2,540.80
4574 - John Deere Financial f.s.b. (Rural King)	67365	18-UF supplies; poly twist rope, trailer harness, coupler safety	Paid by Check # 76682		01/24/2023	01/24/2023	02/03/2023		02/03/2023	81.94
394 - Kleindorfer Hardware & Variety	750405	18-zip ties	Paid by EFT # 50841		01/24/2023	01/24/2023	02/03/2023		02/03/2023	26.76
394 - Kleindorfer Hardware & Variety	758708	18-trailer wiring kit, trailer cord end	Paid by EFT # 50841		01/24/2023	01/24/2023	02/03/2023		02/03/2023	39.98
394 - Kleindorfer Hardware & Variety	747179	18-48" shovel handle	Paid by EFT # 50841		01/24/2023	01/24/2023	02/03/2023		02/03/2023	15.69
Account 52420 - Other Supplies Totals									Invoice Transactions 5	\$2,705.17



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53990 - Other Services and Charges										
3735 - Bluestone, LLC	9670	18 - UF - Nursery Woodwaste Tub Grinding	Paid by EFT # 50776		01/24/2023	01/24/2023	02/03/2023		02/03/2023	15,200.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$15,200.00
Program 189503 - Urban Forestry Totals							Invoice Transactions	6		\$17,905.17
Department 18 - Parks & Recreation Totals							Invoice Transactions	57		\$154,915.25
Fund 200 - Parks and Recreation Gen (\$1301) Totals							Invoice Transactions	57		\$154,915.25
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53990 - Other Services and Charges										
6110 - Darrelyn Valdez	011023	18-Fitness Instruction	Paid by EFT # 50907		01/24/2023	01/24/2023	02/03/2023		02/03/2023	43.75
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$43.75
Program 181001 - Health & Wellness Totals							Invoice Transactions	1		\$43.75
Program 182500 - Frank Southern Center										
Account 43230 - General Admissions										
Kenzie Shaw	2023-00000028	18-Refunds	Paid by Check # 76703		01/24/2023	01/24/2023	02/03/2023		02/03/2023	18.00
Account 43230 - General Admissions Totals							Invoice Transactions	1		\$18.00
Account 52420 - Other Supplies										
50357 - Arrow Sporting Group, INC	INV5283	18-FSC Pro Shop Supplies Tape, Mouthguards,sharpener , stone & w	Paid by EFT # 50760		01/24/2023	01/24/2023	02/03/2023		02/03/2023	265.36
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$265.36
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	12784	18-FSC House Hockey Jerseys/Socks 2nd order	Paid by EFT # 50746		01/24/2023	01/24/2023	02/03/2023		02/03/2023	560.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions	1		\$560.00
Account 53940 - Temporary Contractual Employee										
4158 - Tyler R Melchior	010823	18-Hockey Initiation Instructor	Paid by Check # 76685		01/24/2023	01/24/2023	02/03/2023		02/03/2023	170.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	1		\$170.00
Program 182500 - Frank Southern Center Totals							Invoice Transactions	4		\$1,013.36



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	5915	18-FSC Concessions Items Purchased 1-6-2023	Paid by Check # 76695		01/24/2023	01/24/2023	02/03/2023		02/03/2023	183.92
5819 - Synchrony Bank	7812	18-FSC Concessions Items Purchased 1-20-2023	Paid by Check # 76695		01/24/2023	01/24/2023	02/03/2023		02/03/2023	229.96
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	2		\$413.88
Program 182501 - Frank Southern Center Concession Totals							Invoice Transactions	2		\$413.88
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
199 - Monroe County Government	010323Golf	18 - Cascades Golf Course - Seasonal Food Permit 2023	Paid by Check # 76687		01/24/2023	01/24/2023	02/03/2023		02/03/2023	100.00
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	1		\$100.00
Program 183500 - Golf Services Totals							Invoice Transactions	1		\$100.00
Program 184000 - Natural Resources										
Account 53990 - Other Services and Charges										
121 - Eco Logic, LLC	5163	18-Griffy Lake NP Deer Browse Study-8/30-9/13/22	Paid by EFT # 50796		01/24/2023	01/24/2023	02/03/2023		02/03/2023	3,867.60
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$3,867.60
Program 184000 - Natural Resources Totals							Invoice Transactions	1		\$3,867.60
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	145077ES	06-City Fac.-Natural Gas Commodity-Dec 2022 management fee	Paid by EFT # 50742		01/25/2023	01/25/2023	01/25/2023		01/25/2023	84.81
Account 53540 - Natural Gas Totals							Invoice Transactions	1		\$84.81
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions	1		\$84.81
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	4967	18 - air fresheners for TLRC	Paid by EFT # 50816		01/24/2023	01/24/2023	02/03/2023		02/03/2023	146.90
Account 52210 - Institutional Supplies Totals							Invoice Transactions	1		\$146.90
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	105410	18-electric blower	Paid by Check # 76682		01/24/2023	01/24/2023	02/03/2023		02/03/2023	58.99
394 - Kleindorfer Hardware & Variety	749089	18 - TLRC Supplies; duct tape, paint brushes and supplies	Paid by EFT # 50841		01/24/2023	01/24/2023	02/03/2023		02/03/2023	57.42



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	758776	18-Lexel white caulking	Paid by EFT # 50841		01/24/2023	01/24/2023	02/03/2023		02/03/2023	6.59
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 3			\$123.00
Account 53150 - Communications Contract										
392 - Koorsen Fire & Security, INC	IN00288193	18-TLRC Alarm Monitoring- 1/1/23-03/31/23	Paid by EFT # 50842		01/24/2023	01/24/2023	02/03/2023		02/03/2023	102.82
Account 53150 - Communications Contract Totals							Invoice Transactions 1			\$102.82
Account 53410 - Liability / Casualty Premiums										
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	309237	10-Renewal CL Package 01/01/23-01/01/24	Paid by EFT # 50743		01/25/2023	01/25/2023	01/25/2023		01/25/2023	18,422.00
Account 53410 - Liability / Casualty Premiums Totals							Invoice Transactions 1			\$18,422.00
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	145077ES	06-City Fac.-Natural Gas Commodity-Dec 2022 management fee	Paid by EFT # 50742		01/25/2023	01/25/2023	01/25/2023		01/25/2023	445.41
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$445.41
Account 53610 - Building Repairs										
298 - Commercial Service Of Bloomington, INC	C65053	18 - TLRC HVAC quarterly contract maint. agreement 2023	Paid by EFT # 50788		01/24/2023	01/24/2023	02/03/2023		02/03/2023	2,317.19
53657 - Plymate, INC	3151452	18 - TLRC Entry Mats 1 -18-23	Paid by EFT # 50867		01/24/2023	01/24/2023	02/03/2023		02/03/2023	81.62
Account 53610 - Building Repairs Totals							Invoice Transactions 2			\$2,398.81
Account 53810 - Principal										
3623 - US Bank	2194476	06-Park District Refunding Bond Series 2017-Feb 2023	Paid by EFT # 50730		01/23/2023	01/23/2023	01/23/2023		01/23/2023	190,000.00
Account 53810 - Principal Totals							Invoice Transactions 1			\$190,000.00
Account 53820 - Interest										
3623 - US Bank	2194476	06-Park District Refunding Bond Series 2017-Feb 2023	Paid by EFT # 50730		01/23/2023	01/23/2023	01/23/2023		01/23/2023	41,406.26
Account 53820 - Interest Totals							Invoice Transactions 1			\$41,406.26
Program 185000 - Twin Lakes Recreation Center Totals							Invoice Transactions 11			\$253,045.20



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	011923	18-TLRC Fitness Specialist	Paid by EFT # 50763		01/24/2023	01/24/2023	02/03/2023		02/03/2023	218.75
8271 - Morgan Brummett	011823	18-TLRC Fitness Specialist	Paid by EFT # 50781		01/24/2023	01/24/2023	02/03/2023		02/03/2023	125.00
8370 - Alice M Day	011023	18-TLRC Fitness Specialist	Paid by EFT # 50791		01/24/2023	01/24/2023	02/03/2023		02/03/2023	31.25
8234 - Paetyn Denson	011923	18-TLRC Fitness Specialist	Paid by EFT # 50792		01/24/2023	01/24/2023	02/03/2023		02/03/2023	300.00
8234 - Paetyn Denson	011923a	18-TLRC Fitness Specialist	Paid by EFT # 50792		01/24/2023	01/24/2023	02/03/2023		02/03/2023	210.00
5274 - Catherine T Gossett	011123	18-TLRC Fitness Specialist	Paid by EFT # 50810		01/24/2023	01/24/2023	02/03/2023		02/03/2023	62.50
8399 - Gustavus Alexus McLeod	011723	18-TLRC Fitness Specialist	Paid by EFT # 50847		01/24/2023	01/24/2023	02/03/2023		02/03/2023	125.00
7086 - Rivkah L Moore	012023	18-TLRC Fitness Specialist	Paid by EFT # 50853		01/24/2023	01/24/2023	02/03/2023		02/03/2023	93.75
8451 - Sarah K Peters	011123	18-TLRC Fitness Specialist	Paid by EFT # 50866		01/24/2023	01/24/2023	02/03/2023		02/03/2023	62.50
1973 - Megan M Stark	012023	18-TLRC Fitness Specialist	Paid by EFT # 50891		01/24/2023	01/24/2023	02/03/2023		02/03/2023	360.00
7960 - Lauren Wilson (Elae Entertainment Group LLC)	011223	18-TLRC Fitness Specialist	Paid by EFT # 50914		01/24/2023	01/24/2023	02/03/2023		02/03/2023	31.25
8184 - Emily E Tally	011923	18-TLRC Fitness Specialist	Paid by EFT # 50897		01/25/2023	01/25/2023	01/25/2023		02/03/2023	125.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	12		\$1,745.00
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions	12		\$1,745.00
Program 185003 - TLRC-Basketball										
Account 43270 - Registration Fees										
Bloomington Parks Foundation	2023-00000009	18-Refunds	Paid by Check # 76699		01/24/2023	01/24/2023	02/03/2023		02/03/2023	80.75
Account 43270 - Registration Fees Totals							Invoice Transactions	1		\$80.75
Account 53940 - Temporary Contractual Employee										
7276 - Kaitlyn Clementi	011923	18-TLRC Fitness Specialist	Paid by EFT # 50787		01/24/2023	01/24/2023	02/03/2023		02/03/2023	180.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	1		\$180.00
Program 185003 - TLRC-Basketball Totals							Invoice Transactions	2		\$260.75
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	174639	18 - TLRC Concessions Items for Sale 1-13-23	Paid by EFT # 50808		01/24/2023	01/24/2023	02/03/2023		02/03/2023	922.60



Board of Park Commissioners Claim Register

Invoice Date Range 01/21/23 - 02/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	174791	18 - TLRC Concessions Items for Sale 1-23-23	Paid by EFT # 50808		01/24/2023	01/24/2023	02/03/2023		02/03/2023	381.40
8155 - PepsiCo Beverage Sales, LLC	69207511	18 - TLRC Concessions Items for Sale 1-11-23	Paid by EFT # 50864		01/24/2023	01/24/2023	02/03/2023		02/03/2023	960.60
8155 - PepsiCo Beverage Sales, LLC	58322405	18 - TLRC Concessions Items for Sale 1-18-23	Paid by EFT # 50864		01/24/2023	01/24/2023	02/03/2023		02/03/2023	1,070.01
5819 - Synchrony Bank	7813	18 - TLRC Concessions Items for Sale 1-20-23	Paid by Check # 76695		01/24/2023	01/24/2023	02/03/2023		02/03/2023	504.59
21145 - Sysco USA III, LLC	338361458	18 - TLRC Concessions Items for Sale 1-18-23	Paid by EFT # 50895		01/24/2023	01/24/2023	02/03/2023		02/03/2023	609.64
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	6	\$4,448.84
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	010323TLRC	18 - TLRC 2023 Retail Food Establishment License	Paid by Check # 76688		01/24/2023	01/24/2023	02/03/2023		02/03/2023	165.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$165.00
Program 185006 - TLRC-Concessions Totals								Invoice Transactions	7	\$4,613.84
Program 186500 - Community Events										
Account 52420 - Other Supplies										
4798 - Fun Express, LLC	722276457-01	18 - Prizes and craft supplies for WinterPalooza & Arctic Adven.	Paid by EFT # 50806		01/24/2023	01/24/2023	02/03/2023		02/03/2023	375.41
536 - Chris Ramsey (KingSnake Sound Company)	140666	18- mixer rack, laptop shelf, and shelving for Movies in the Par	Paid by EFT # 50871		01/24/2023	01/24/2023	02/03/2023		02/03/2023	540.00
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$915.41
Program 186500 - Community Events Totals								Invoice Transactions	2	\$915.41
Program 186503 - Community Events-Farmers' Market										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	82116-001 1222	18-Water Sewer Charges December 2022 FM	Paid by Check # 76662		01/25/2023	01/25/2023	01/25/2023		01/25/2023	11.01
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	\$11.01
Program 186503 - Community Events-Farmers' Market Totals								Invoice Transactions	1	\$11.01



Board of Park Commissioners Claim Register

Invoice Date Range 01/21/23 - 02/03/23

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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 187002 - Adult Sports-Tennis										
Account 52420 - Other Supplies										
6996 - 10-S Tennis Supply (Fast Dry Corporation)	157824	18 - TLRC - Pickleball standards and net for RCA Park	Paid by EFT # 50745		01/24/2023	01/24/2023	02/03/2023		02/03/2023	508.74
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$508.74
Program 187002 - Adult Sports-Tennis Totals							Invoice Transactions	1		\$508.74
Program 187006 - Adult Sports-Concessions										
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	010323TLSP	18 - TLSP Seasonal Food Establishment License-2023	Paid by Check # 76689		01/24/2023	01/24/2023	02/03/2023		02/03/2023	100.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		\$100.00
Program 187006 - Adult Sports-Concessions Totals							Invoice Transactions	1		\$100.00
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
18844 - First Financial Bank, N.A.	ScenicApp1Rogers	18-Retainage-Roger Family Pk Proj-Sept-Dec 2022-App 1	Paid by Check # 76678		01/24/2023	01/24/2023	02/03/2023		02/03/2023	20,250.00
7232 - Oscar's Contracting INC	010923	18-Barn & silo refurbishing @ Rogers Family Park	Paid by EFT # 50862		01/24/2023	01/24/2023	02/03/2023		02/03/2023	110,100.00
6883 - Scenic Construction Services, INC	ScenicApp1Rogers	18-Construction-Roger Family Pk Proj-Sept-Dec 2022-App 1	Paid by EFT # 50878		01/24/2023	01/24/2023	02/03/2023		02/03/2023	384,750.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$515,100.00
Program 189000 - Operations Totals							Invoice Transactions	3		\$515,100.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	50		\$781,823.35
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions	50		\$781,823.35
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
5641 - AZTEC Engineering Group, INC	201028	18- Duke Power Line Trail Design-11/1-11/30/22	Paid by EFT # 50761		01/24/2023	01/24/2023	02/03/2023		02/03/2023	4,500.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$4,500.00
Program 18018A - 7th St Green Way, RCA Power Line Totals							Invoice Transactions	1		\$4,500.00



Board of Park Commissioners Claim Register

Invoice Date Range 01/21/23 - 02/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
5424 - Davey Resource Group (Davey Tree Expert)	150349	18 - BICI Contractual Tree Planting -177 trees	Paid by EFT # 50790		01/24/2023	01/24/2023	02/03/2023		02/03/2023	100,721.85
5424 - Davey Resource Group (Davey Tree Expert)	151782	18 - BICI Contractual Tree Planting -2 trees	Paid by EFT # 50790		01/24/2023	01/24/2023	02/03/2023		02/03/2023	1,138.10
18844 - First Financial Bank, N.A.	150349	18- 2022 Bicentennial Tree Planting (Davey Resource) - Retainage	Paid by Check # 76677		01/24/2023	01/24/2023	02/03/2023		02/03/2023	5,301.15
18844 - First Financial Bank, N.A.	151782	18- 2022 Bicentennial Tree Planting (Davey Resource) - Retainage	Paid by Check # 76676		01/24/2023	01/24/2023	02/03/2023		02/03/2023	59.90
3444 - Rundell Ernstberger Associates, INC	2022-1663-04	18-Bicentennial Gateway Project - Phase 1-services thru 12/31/22	Paid by EFT # 50876		01/24/2023	01/24/2023	02/03/2023		02/03/2023	2,680.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	5		\$109,901.00
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals							Invoice Transactions	5		\$109,901.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	6		\$114,401.00
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	6		\$114,401.00
Grand Totals							Invoice Transactions	113		\$1,051,139.60

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/03/23	Claims				\$1,051,139.60
					<u>\$1,051,139.60</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 \$1,051,139.60 2/3/2023

Dated this 30th day of Jan. year of 20 23.

_____	_____	_____
_____	_____	_____

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 Cheryl Siciliani

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/10/2023	Payroll				152,705.32
					.
					<u>152,705.32</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 152,705.32

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Board of Park Commissioners Claim Register

Invoice Date Range 02/04/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 176 - ARPA Local Fiscal Recvry (\$9512)										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 54420 - Purchase of Equipment										
2096 - West Side Tractor Sales CO.	B00814	18-2023 John Deere 310SL Backhoe Loader	Paid by EFT # 51152		02/07/2023	02/07/2023	02/17/2023		02/17/2023	98,232.61
Account 54420 - Purchase of Equipment Totals							Invoice Transactions	1		\$98,232.61
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	1		\$98,232.61
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$98,232.61
Fund 176 - ARPA Local Fiscal Recvry (\$9512) Totals							Invoice Transactions	1		\$98,232.61
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1M1L-XJVC-H1G1	18-Amazon Floor cord cover/command strips/desktop organizer	Paid by EFT # 50949		02/07/2023	02/07/2023	02/17/2023		02/17/2023	94.25
5099 - Office Three Sixty, INC	2495106	18- menu paper, calendar, tape dispenser, dry erase, glue	Paid by EFT # 51088		02/07/2023	02/07/2023	02/17/2023		02/17/2023	56.51
Account 52110 - Office Supplies Totals							Invoice Transactions	2		\$150.76
Account 53910 - Dues and Subscriptions										
9031 - Indiana Park And Recreation Association	35322	18- Membership Renewal 2023	Paid by Check # 76731		02/07/2023	02/07/2023	02/17/2023		02/17/2023	2,187.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		\$2,187.00
Program 181000 - Administration Totals							Invoice Transactions	3		\$2,337.76
Program 181100 - Marketing										
Account 52420 - Other Supplies										
11693 - The Award Center, INC	61489	18- Staff Name Tags Chestnut/Brooke	Paid by EFT # 51130		02/07/2023	02/07/2023	02/17/2023		02/17/2023	28.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$28.00
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	40174	18-Cascades Golf Course wallet cards #500	Paid by EFT # 50947		02/07/2023	02/07/2023	02/17/2023		02/17/2023	170.00
3892 - Midwest Color Printing, INC	INV-17831	18-business cards Chestnut & Brooke #500 ea	Paid by EFT # 51077		02/07/2023	02/07/2023	02/17/2023		02/17/2023	168.26
3892 - Midwest Color Printing, INC	INV-17858	18-business cards Sims #250	Paid by EFT # 51077		02/07/2023	02/07/2023	02/17/2023		02/17/2023	61.22
Account 53310 - Printing Totals							Invoice Transactions	3		\$399.48



Board of Park Commissioners Claim Register

Invoice Date Range 02/04/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0005252443	18-January 2023 display ads	Paid by EFT # 51018		02/07/2023	02/07/2023	02/17/2023		02/17/2023	617.50
Account 53320 - Advertising Totals									Invoice Transactions 1	\$617.50
Account 53990 - Other Services and Charges										
129 - FedEx Print Service, INC (Printing Only)	021100044670	18-Cemetery kiosk posters FedEx Acct. #0547243307	Paid by EFT # 51010		02/07/2023	02/07/2023	02/17/2023		02/17/2023	74.60
129 - FedEx Print Service, INC (Printing Only)	021100044671	18-Cascades 2023 Rate Poster FedEx Acct. #0547243307	Paid by EFT # 51010		02/07/2023	02/07/2023	02/17/2023		02/17/2023	98.17
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$172.77
Program 181100 - Marketing Totals									Invoice Transactions 7	\$1,217.75
Program 182500 - Frank Southern Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	3893	18-FSC Waterless Urinal Trap Cleaner	Paid by EFT # 51026		02/07/2023	02/07/2023	02/17/2023		02/17/2023	69.24
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$69.24
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3146083783	18-FSC Propane for Zamboni	Paid by EFT # 50951		02/07/2023	02/07/2023	02/17/2023		02/17/2023	166.96
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	\$166.96
Account 52310 - Building Materials and Supplies										
5913 - Becker Arena Products, INC	606555	18- FSC Replacement Tempered Glass for Dasher Boards	Paid by EFT # 50966		02/07/2023	02/07/2023	02/17/2023		02/17/2023	990.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$990.00
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MCR-1GPT-1KFJ	18-FSC Bissell Floor Vacuum/Cleaning Formula, brush/nacho trays	Paid by EFT # 50949		02/07/2023	02/07/2023	02/17/2023		02/17/2023	262.45
5913 - Becker Arena Products, INC	607819	18-FSC Skate sharpener air filter	Paid by EFT # 50966		02/07/2023	02/07/2023	02/17/2023		02/17/2023	293.16
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 2	\$555.61
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	010323FSC	18 - FSC Seasonal Food Establishment License- 2023	Paid by Check # 76737		02/07/2023	02/07/2023	02/17/2023		02/17/2023	100.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$100.00



Board of Park Commissioners Claim Register

Invoice Date Range 02/04/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5789	18-FSC Lobby, Front Bathrooms bi weekly deep clean-January 2023	Paid by EFT # 51005		02/07/2023	02/07/2023	02/17/2023		02/17/2023	290.00
53657 - Plymate, INC	C3132609	18-FSC rug cleaning credit - 10-25-2022	Paid by EFT # 51093		02/07/2023	02/07/2023	02/17/2023		02/17/2023	(5.00)
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 2			\$285.00
Program 182500 - Frank Southern Center Totals							Invoice Transactions 8			\$2,166.81
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	SO1044638	18 - Cascades GC Chemicals	Paid by EFT # 50948		02/07/2023	02/07/2023	02/17/2023		02/17/2023	24.00
4383 - Advanced Turf Solutions, INC	SO1062657	18 - Cascades GC Agricultural Supplies	Paid by EFT # 50948		02/07/2023	02/07/2023	02/17/2023		02/17/2023	960.00
4383 - Advanced Turf Solutions, INC	CM1033501	18 - Cascades Credit Memo - BASE-EOP EU	Paid by EFT # 50948		02/07/2023	02/07/2023	02/17/2023		02/17/2023	(151.09)
4458 - SiteOne Landscape Supply Holding, LLC	124412354-001	18 - Cascades GC Agricultural Supplies	Paid by EFT # 51112		02/07/2023	02/07/2023	02/17/2023		02/17/2023	2,949.90
4458 - SiteOne Landscape Supply Holding, LLC	124412362-001	18 - Cascades GC Agricultural Supplies	Paid by EFT # 51112		02/07/2023	02/07/2023	02/17/2023		02/17/2023	3,184.00
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 5			\$6,966.81
Account 52230 - Garage and Motor Supplies										
4140 - Interstate All Battery Center of Bloomington, INC	1903302013430	18 - Batteries	Paid by EFT # 51049		02/07/2023	02/07/2023	02/17/2023		02/17/2023	654.75
476 - Southern Indiana Parts, INC (Napa Auto Parts)	491269	18-shop supplies; starting fluid, degreaser, WD40, Penetrant	Paid by EFT # 51113		02/07/2023	02/07/2023	02/17/2023		02/17/2023	126.15
476 - Southern Indiana Parts, INC (Napa Auto Parts)	492104	18-oil filters, 10W30 oil	Paid by EFT # 51113		02/07/2023	02/07/2023	02/17/2023		02/17/2023	44.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	492105	18-disposable gloves	Paid by EFT # 51113		02/07/2023	02/07/2023	02/17/2023		02/17/2023	36.97
476 - Southern Indiana Parts, INC (Napa Auto Parts)	492192	18 - Cascades Credit Memo - return oil filters-Inv #492104	Paid by EFT # 51113		02/07/2023	02/07/2023	02/17/2023		02/17/2023	(10.65)
4461 - Tieman Tire Co, of Bloomington, INC	20000067	18 - Tires - 2 turf masters	Paid by EFT # 51135		02/07/2023	02/07/2023	02/17/2023		02/17/2023	160.50
4461 - Tieman Tire Co, of Bloomington, INC	20000066	18 -tires	Paid by EFT # 51135		02/07/2023	02/07/2023	02/17/2023		02/17/2023	782.50
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions 7			\$1,794.22



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3148003116	18 - Propane for Maintenance Building	Paid by EFT # 50951		02/07/2023	02/07/2023	02/17/2023		02/17/2023	1,523.48
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	\$1,523.48
Account 53170 - Mgt. Fee, Consultants, and Workshops										
3560 - First Financial Bank / Credit Cards	01192023-0273	18- 2023 Indiana Green Expo - Bradley Scroggins	Paid by Check # 76725		02/07/2023	02/07/2023	02/17/2023		02/17/2023	232.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals									Invoice Transactions 1	\$232.00
Account 53630 - Machinery and Equipment Repairs										
4046 - Heritage-Crystal Clean, INC	17811297	18 - Parts Cleaner	Paid by EFT # 51028		02/07/2023	02/07/2023	02/17/2023		02/17/2023	243.72
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	\$243.72
Program 183500 - Golf Services Totals									Invoice Transactions 15	\$10,760.23
Program 184000 - Natural Resources										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	9X3V67030818 1959	18-The UPS Store - shipping AED Battery	Paid by Check # 76725		02/07/2023	02/07/2023	02/17/2023		02/17/2023	16.14
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$16.14
Program 184000 - Natural Resources Totals									Invoice Transactions 1	\$16.14
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VN3-XJKN-64VT	18- Office Chair	Paid by EFT # 50949		02/07/2023	02/07/2023	02/17/2023		02/17/2023	129.99
3560 - First Financial Bank / Credit Cards	282909	18-Management of P&R Agencies, 5th edition book - Brinson	Paid by Check # 76725		02/07/2023	02/07/2023	02/17/2023		02/17/2023	95.53
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$225.52
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	Z677897	18-Cleaning Santa Suits - Kinser Cleaners	Paid by Check # 76725		02/07/2023	02/07/2023	02/17/2023		02/17/2023	40.70
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$40.70
Program 186500 - Community Events Totals									Invoice Transactions 3	\$266.22
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
137 - Good Earth, LLC	20767	18-1 single axle dump truck loads of brush drop-off	Paid by EFT # 51020		02/07/2023	02/07/2023	02/17/2023		02/17/2023	19.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
137 - Good Earth, LLC	20769	18-1 single axle dump truck loads of brush drop-off	Paid by EFT # 51020		02/07/2023	02/07/2023	02/17/2023		02/17/2023	19.00
137 - Good Earth, LLC	20770	18-1 single axle dump truck loads of brush drop-off	Paid by EFT # 51020		02/07/2023	02/07/2023	02/17/2023		02/17/2023	19.00
137 - Good Earth, LLC	20772	18-1 single axle dump truck loads of brush drop-off	Paid by EFT # 51020		02/07/2023	02/07/2023	02/17/2023		02/17/2023	19.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 4	\$76.00
								Program 186502 - Community Events-Gardens Totals	Invoice Transactions 4	\$76.00
Program 187202 - Youth Sports-Winslow										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003076522	18-Landfill February 2023 Winslow	Paid by EFT # 50936		02/08/2023	02/08/2023	02/08/2023		02/08/2023	370.45
								Account 53950 - Landfill Totals	Invoice Transactions 1	\$370.45
								Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 1	\$370.45
Program 187500 - Banneker										
Account 52310 - Building Materials and Supplies										
32 - Cassidy Electrical Contractors, INC	30610	18-electrical receptacle for water heater-Banneker	Paid by EFT # 50983		02/07/2023	02/07/2023	02/17/2023		02/17/2023	8.27
298 - Commercial Service Of Bloomington, INC	S244531	18- Banneker New Water Heater installation	Paid by EFT # 50992		02/07/2023	02/07/2023	02/17/2023		02/17/2023	3,750.00
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 2	\$3,758.27
Account 53140 - Exterminator Services										
4073 - Terminix International	429056541	18-Pest Control BBCC - 1-13-23	Paid by Check # 76743		02/07/2023	02/07/2023	02/17/2023		02/17/2023	73.04
								Account 53140 - Exterminator Services Totals	Invoice Transactions 1	\$73.04
Account 53160 - Instruction										
7293 - Hoosier Hospitality Consulting, LLC	14034	18- Banneker Food Manager Certification - Kevin Terrell	Paid by EFT # 51030		02/07/2023	02/07/2023	02/17/2023		02/17/2023	169.20
								Account 53160 - Instruction Totals	Invoice Transactions 1	\$169.20
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00213797	18 Fire alarm and sprinkler test/service plan	Paid by EFT # 51065		02/07/2023	02/07/2023	02/17/2023		02/17/2023	619.00
								Account 53610 - Building Repairs Totals	Invoice Transactions 1	\$619.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53630 - Machinery and Equipment Repairs										
392 - Koorsen Fire & Security, INC	IN00166379	18- Banneker quarterly fire alarm monitoring 7/1-9/30/22	Paid by EFT # 51065		02/07/2023	02/07/2023	02/17/2023		02/17/2023	84.41
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	<u>\$84.41</u>
Account 53990 - Other Services and Charges										
32 - Cassidy Electrical Contractors, INC	30610	18-electrical receptacle for water heater- Banneker	Paid by EFT # 50983		02/07/2023	02/07/2023	02/17/2023		02/17/2023	285.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$285.00</u>
Program 187500 - Banneker Totals									Invoice Transactions 7	<u>\$4,988.92</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM230659	18-gloves, batteries, Fusion plug, caution tape, duct tape	Paid by EFT # 51009		02/07/2023	02/07/2023	02/17/2023		02/17/2023	383.39
9269 - Ferguson Facilities Supply, HP Products #3400	0540399	18-Custodial supplies; gloves, cleaner, wipes, soap, toilet tis	Paid by EFT # 51011		02/07/2023	02/07/2023	02/17/2023		02/17/2023	1,185.55
9269 - Ferguson Facilities Supply, HP Products #3400	0540399-1	18-grip & grap tools, wipes	Paid by EFT # 51011		02/07/2023	02/07/2023	02/17/2023		02/17/2023	196.95
394 - Kleindorfer Hardware & Variety	759126	18-sponge mop, dust pan, paint for graffiti and grills	Paid by EFT # 51062		02/07/2023	02/07/2023	02/17/2023		02/17/2023	48.44
Account 52210 - Institutional Supplies Totals									Invoice Transactions 4	<u>\$1,814.33</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	531364	18-(6) double-hung windows for SYMB	Paid by EFT # 50967		02/07/2023	02/07/2023	02/17/2023		02/17/2023	1,585.80
2823 - John Naylor Trucking, LLC	31827	18-40.91 tons #7 stone for Ferguson Dog Park- (2) truckloads	Paid by EFT # 51055		02/07/2023	02/07/2023	02/17/2023		02/17/2023	713.88
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	<u>\$2,299.68</u>
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	759126	18-sponge mop, dust pan, paint for graffiti and grills	Paid by EFT # 51062		02/07/2023	02/07/2023	02/17/2023		02/17/2023	374.28
394 - Kleindorfer Hardware & Variety	759395	18-3 door closers	Paid by EFT # 51062		02/07/2023	02/07/2023	02/17/2023		02/17/2023	23.97
394 - Kleindorfer Hardware & Variety	759293	18-B-Line temp safety panel	Paid by EFT # 51062		02/07/2023	02/07/2023	02/17/2023		02/17/2023	25.26



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	724449	18-supplies for vehicle #836; grease, caulk, hammer	Paid by EFT # 51062		02/07/2023	02/07/2023	02/17/2023		02/17/2023	47.97
6262 - Koenig Equipment, INC	P35639	18-Runner for JD at SYP	Paid by EFT # 51063		02/07/2023	02/07/2023	02/17/2023		02/17/2023	51.74
6262 - Koenig Equipment, INC	P35669	18-muffer for 625 Gator	Paid by EFT # 51063		02/07/2023	02/07/2023	02/17/2023		02/17/2023	320.96
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 6	\$844.18
Account 52420 - Other Supplies										
313 - Fastenal Company	INBLM230659	18-gloves, batteries, Fusion plug, caution tape, duct tape	Paid by EFT # 51009		02/07/2023	02/07/2023	02/17/2023		02/17/2023	124.97
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-56380	18-(3) double sided yard signs for Bryan Park Plygrd Survey	Paid by EFT # 51102		02/07/2023	02/07/2023	02/17/2023		02/17/2023	162.58
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$287.55
Account 52430 - Uniforms and Tools										
4574 - John Deere Financial f.s.b. (Rural King)	98618	18-Overall bibs for new hire Laborer II - Jeff Hazel	Paid by Check # 76734		02/07/2023	02/07/2023	02/17/2023		02/17/2023	29.99
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$29.99
Account 53130 - Medical										
231 - IU Health OCC Health Services	00139999-00	18-Hep B vaccine - Hazel	Paid by EFT # 51052		02/07/2023	02/07/2023	02/17/2023		02/17/2023	130.00
Account 53130 - Medical Totals									Invoice Transactions 1	\$130.00
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	V9NWQK8ZK44	18-International Trails Summit - Tim Street	Paid by Check # 76725		02/07/2023	02/07/2023	02/17/2023		02/17/2023	585.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$585.00
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	72477727044815	18-American Airlines - Tim Street - Conference	Paid by Check # 76725		02/07/2023	02/07/2023	02/17/2023		02/17/2023	576.40
3560 - First Financial Bank / Credit Cards	742765808	18-Nugget Hotel - first night charge only - Tim Street	Paid by Check # 76725		02/07/2023	02/07/2023	02/17/2023		02/17/2023	69.00
Account 53230 - Travel Totals									Invoice Transactions 2	\$645.40
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52409732020323	18-Natural Gas Ops - 12/29/22-01/30/23	Paid by Check # 76715		02/08/2023	02/08/2023	02/08/2023		02/08/2023	347.12
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$347.12



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53610 - Building Repairs										
7530 - Woodland Enterprises, LLC (Bloomington Roto-Rooter)	567-3511957	18-Snaking of floor drain in basement of Cemetery/Ops Office	Paid by EFT # 51158		02/07/2023	02/07/2023	02/17/2023		02/17/2023	370.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	<u>\$370.00</u>
Account 53650 - Other Repairs										
298 - Commercial Service Of Bloomington, INC	J35079	18-Installation of 120,000btu gas furnace at Ops Center	Paid by EFT # 50992		02/07/2023	02/07/2023	02/17/2023		02/17/2023	1,000.00
Account 53650 - Other Repairs Totals									Invoice Transactions 1	<u>\$1,000.00</u>
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	17402	18-restroom pumping/cleaning - RCA Park - January 2023	Paid by EFT # 51133		02/07/2023	02/07/2023	02/17/2023		02/17/2023	116.25
4175 - The Stables Events, LLC (Izzy's Rentals)	17403	18- pumping/cleaning of (8) port-a-let units - Jan 2023	Paid by EFT # 51133		02/07/2023	02/07/2023	02/17/2023		02/17/2023	680.00
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 2	<u>\$796.25</u>
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000021405	18-1.96 tons waste from demo of RCA Park large shelter	Paid by EFT # 51032		02/07/2023	02/07/2023	02/17/2023		02/17/2023	123.48
6152 - K&S Rolloff, INC	63390	18-(8.96) tons waste from RCA Park large shelter demo	Paid by EFT # 51059		02/07/2023	02/07/2023	02/17/2023		02/17/2023	1,027.18
2260 - Republic Services, INC	0694-003076520	18-Landfill-545 S Adams-January 2023	Paid by EFT # 50936		02/08/2023	02/08/2023	02/08/2023		02/08/2023	128.03
Account 53950 - Landfill Totals									Invoice Transactions 3	<u>\$1,278.69</u>
Account 53990 - Other Services and Charges										
298 - Commercial Service Of Bloomington, INC	J35079	18-Installation of 120,000btu gas furnace at Ops Center	Paid by EFT # 50992		02/07/2023	02/07/2023	02/17/2023		02/17/2023	1,160.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$1,160.00</u>
Program 189006 - Switchyard Property									Invoice Transactions 28	<u>\$11,588.19</u>
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CWG-PCJ9-FPXN	18- Amazon Blueseal liquid/urinal cartridge	Paid by EFT # 50949		02/07/2023	02/07/2023	02/17/2023		02/17/2023	1,006.34



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I334000	18- SYP Buffer pad and cleaning supplies	Paid by Check # 76728		02/07/2023	02/07/2023	02/17/2023		02/17/2023	214.00
Account 52210 - Institutional Supplies Totals Invoice Transactions 2										\$1,220.34
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1M1L-XJVC-9XXG	18-Amazon Door stoppers/bottle replacement filter	Paid by EFT # 50949		02/07/2023	02/07/2023	02/17/2023		02/17/2023	170.72
394 - Kleindorfer Hardware & Variety	724083	18- SYP Paint Primer for Graffiti Removal (1 gallon)	Paid by EFT # 51062		02/07/2023	02/07/2023	02/17/2023		02/17/2023	25.99
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 2										\$196.71
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	740067	18-chains and lock ease	Paid by EFT # 51062		02/07/2023	02/07/2023	02/17/2023		02/17/2023	19.95
54255 - Spear Corporation	320054	18- SYP Wysiwash gun and solution	Paid by EFT # 51114		02/07/2023	02/07/2023	02/17/2023		02/17/2023	215.79
Account 52420 - Other Supplies Totals Invoice Transactions 2										\$235.74
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3153026	18- SYP Vestibule Rug Service 02/01/23	Paid by EFT # 51093		02/07/2023	02/07/2023	02/17/2023		02/17/2023	114.33
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 1										\$114.33
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2695	18-Security Services at SYP - January 2023	Paid by EFT # 51073		02/07/2023	02/07/2023	02/17/2023		02/17/2023	6,324.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										\$6,324.00
Program 189006 - Switchyard Property Totals Invoice Transactions 8										\$8,091.12
Program 189500 - Landscaping										
Account 52340 - Other Repairs and Maintenance										
786 - Richard's Small Engine, INC	492335	18 - UGS (1) brush cutter blade	Paid by EFT # 51101		02/07/2023	02/07/2023	02/17/2023		02/17/2023	32.23
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 1										\$32.23
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	759231	18-spray bottles, marking flags, safety glasses	Paid by EFT # 51062		02/07/2023	02/07/2023	02/17/2023		02/17/2023	71.82
Account 52420 - Other Supplies Totals Invoice Transactions 1										\$71.82



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	012238351398	18-The Stewardship Network Conf 2023 - Sparks and Field	Paid by Check # 76725		02/07/2023	02/07/2023	02/17/2023		02/17/2023	100.00
								Account 53160 - Instruction Totals	Invoice Transactions 1	<u>\$100.00</u>
								Program 189500 - Landscaping Totals	Invoice Transactions 3	<u>\$204.05</u>
Program 189503 - Urban Forestry										
Account 53130 - Medical										
231 - IU Health OCC Health Services	00140189-00	18-Random DOT drug screening - Ellis	Paid by EFT # 51052		02/07/2023	02/07/2023	02/17/2023		02/17/2023	50.00
								Account 53130 - Medical Totals	Invoice Transactions 1	<u>\$50.00</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	EM4ECIGI	18-Indiana Arborist Assoc Annual Conf - Haskell Smith	Paid by Check # 76725		02/07/2023	02/07/2023	02/17/2023		02/17/2023	740.28
								Account 53160 - Instruction Totals	Invoice Transactions 1	<u>\$740.28</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops										
8102 - Urban Canopy Works, LLC	255	18-Emergency Storm Response Plan	Paid by EFT # 51142		02/07/2023	02/07/2023	02/17/2023		02/17/2023	1,727.44
								Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 1	<u>\$1,727.44</u>
Account 53990 - Other Services and Charges										
3735 - Bluestone, LLC	10856	18-Tree removal and pruning & trimming services - Rosewood St.	Paid by EFT # 50974		02/07/2023	02/07/2023	02/17/2023		02/17/2023	7,883.69
3735 - Bluestone, LLC	11605	18-UF Hazard tree service - 829 Rosewood	Paid by EFT # 50974		02/07/2023	02/07/2023	02/17/2023		02/17/2023	1,750.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$9,633.69</u>
								Program 189503 - Urban Forestry Totals	Invoice Transactions 5	<u>\$12,151.41</u>
								Department 18 - Parks & Recreation Totals	Invoice Transactions 93	<u>\$54,235.05</u>
								Fund 200 - Parks and Recreation Gen (\$1301) Totals	Invoice Transactions 93	<u>\$54,235.05</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53990 - Other Services and Charges										
4549 - Kroger Limited Partnership I	015538	18-small bag of ice for HR Organizational Assessment	Paid by Check # 76735		02/07/2023	02/07/2023	02/17/2023		02/17/2023	1.99
4549 - Kroger Limited Partnership I	015419	18- HR Organizational Assessment Snacks	Paid by Check # 76735		02/07/2023	02/07/2023	02/17/2023		02/17/2023	11.90
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$13.89
Program 181000 - Administration Totals								Invoice Transactions	2	\$13.89
Program 181001 - Health & Wellness										
Account 53990 - Other Services and Charges										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1F9N-RTFJ-FCM3	18- Amazon Deli containers	Paid by EFT # 50949		02/07/2023	02/07/2023	02/17/2023		02/17/2023	16.29
7292 - Tyler K Ferguson(Caliente Fitness, LLC)	012423	18- SYP Fitness	Paid by Check # 76724		02/07/2023	02/07/2023	02/17/2023		02/17/2023	112.50
6110 - Darrelyn Valdez	012423	18-Fitness Specialist	Paid by EFT # 51144		02/07/2023	02/07/2023	02/17/2023		02/17/2023	37.50
8156 - Jennifer Marie Weiss	013123	18 -SYP Fitness	Paid by EFT # 51151		02/07/2023	02/07/2023	02/17/2023		02/17/2023	75.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	4	\$241.29
Program 181001 - Health & Wellness Totals								Invoice Transactions	4	\$241.29
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MCR-1GPT-1KFJ	18-FSC Bissell Floor Vacuum/Cleaning Formula, brush/nacho trays	Paid by EFT # 50949		02/07/2023	02/07/2023	02/17/2023		02/17/2023	29.98
9269 - Ferguson Facilities Supply, HP Products #3400	0536881	18-FSC Coffee Cups and Lids 1,000 each	Paid by EFT # 51011		02/07/2023	02/07/2023	02/17/2023		02/17/2023	201.53
4099 - Gold Medal Products CO.	174684	18-FSC Concessions Items Purchased 1-17-2023	Paid by EFT # 51019		02/07/2023	02/07/2023	02/17/2023		02/17/2023	566.35
4099 - Gold Medal Products CO.	174926	18-FSC Concessions; popcorn and popcorn oil	Paid by EFT # 51019		02/07/2023	02/07/2023	02/17/2023		02/17/2023	444.75
4610 - Hopscotch Coffee, LLC	4863	18-FSC Concessions Coffee Beans	Paid by EFT # 51033		02/07/2023	02/07/2023	02/17/2023		02/17/2023	130.00
5819 - Synchrony Bank	8878 012623	18-FSC Concessions Items 1-26-2023	Paid by Check # 76742		02/07/2023	02/07/2023	02/17/2023		02/17/2023	78.94
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	6	\$1,451.55
Program 182501 - Frank Southern Center Concession Totals								Invoice Transactions	6	\$1,451.55



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17C9-HQ1W-D9DF	18-Amazon Vacuum/watersentry replacement filter	Paid by EFT # 50949		02/07/2023	02/07/2023	02/17/2023		02/17/2023	144.89
5819 - Synchrony Bank	3422	18-TLRC supplies - batteries	Paid by Check # 76742		02/07/2023	02/07/2023	02/17/2023		02/17/2023	49.74
Account 52210 - Institutional Supplies Totals									Invoice Transactions 2	\$194.63
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17C9-HQ1W-D9DF	18-Amazon Vacuum/watersentry replacement filter	Paid by EFT # 50949		02/07/2023	02/07/2023	02/17/2023		02/17/2023	177.75
4574 - John Deere Financial f.s.b. (Rural King)	107471	18-ratchet straps	Paid by Check # 76734		02/07/2023	02/07/2023	02/17/2023		02/17/2023	22.99
394 - Kleindorfer Hardware & Variety	723823	18-padlocks (2 cartons)	Paid by EFT # 51062		02/07/2023	02/07/2023	02/17/2023		02/17/2023	156.00
394 - Kleindorfer Hardware & Variety	758748	18-screws, bits	Paid by EFT # 51062		02/07/2023	02/07/2023	02/17/2023		02/17/2023	12.20
394 - Kleindorfer Hardware & Variety	759373	18-6 spray bottles	Paid by EFT # 51062		02/07/2023	02/07/2023	02/17/2023		02/17/2023	28.74
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 5	\$397.68
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52765623020323	18-Natural Gas Charges TLRC-12/29/22-01/30/23	Paid by Check # 76715		02/08/2023	02/08/2023	02/08/2023		02/08/2023	884.31
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$884.31
Account 53610 - Building Repairs										
423 - City Glass of Bloomington, INC	75881	18 - TLRC Front Door Repair	Paid by EFT # 50987		02/07/2023	02/07/2023	02/17/2023		02/17/2023	444.00
298 - Commercial Service Of Bloomington, INC	S243615	18 - TLRC furnace repairs - replace heat exchangers & gas valve	Paid by EFT # 50992		02/07/2023	02/07/2023	02/17/2023		02/17/2023	2,633.08
298 - Commercial Service Of Bloomington, INC	S244428	18 - TLRC furnace repairs - replace failed heating control board	Paid by EFT # 50992		02/07/2023	02/07/2023	02/17/2023		02/17/2023	1,397.35
53657 - Plymate, INC	3154624	18 - TLRC Entry Mats 2 -1-2023	Paid by EFT # 51093		02/07/2023	02/07/2023	02/17/2023		02/17/2023	81.62
Account 53610 - Building Repairs Totals									Invoice Transactions 4	\$4,556.05
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	338819	18-Lift Device Operation Permit - TLRC	Paid by Check # 76725		02/07/2023	02/07/2023	02/17/2023		02/17/2023	131.32
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$131.32



Board of Park Commissioners Claim Register

Invoice Date Range 02/04/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center Totals										Invoice Transactions 13
										\$6,163.99
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	012423	18-TLRC Fitness Specialist	Paid by EFT # 50962		02/07/2023	02/07/2023	02/17/2023		02/17/2023	125.00
8271 - Morgan Brummett	020123	18-TLRC Fitness Specialist	Paid by EFT # 50979		02/07/2023	02/07/2023	02/17/2023		02/17/2023	93.75
8370 - Alice M Day	013123	18-TLRC Fitness Specialist	Paid by EFT # 50999		02/07/2023	02/07/2023	02/17/2023		02/17/2023	62.50
8234 - Paetyn Denson	020223	18-TLRC Fitness Specialist	Paid by EFT # 51000		02/07/2023	02/07/2023	02/17/2023		02/17/2023	375.00
8234 - Paetyn Denson	020323	18-TLRC Fitness Specialist	Paid by EFT # 51000		02/07/2023	02/07/2023	02/17/2023		02/17/2023	300.00
5274 - Catherine T Gossett	012323	18-TLRC Fitness Specialist	Paid by EFT # 51023		02/07/2023	02/07/2023	02/17/2023		02/17/2023	31.25
8399 - Gustavus Alexis McLeod	013123	18-TLRC Fitness Specialist	Paid by EFT # 51075		02/07/2023	02/07/2023	02/17/2023		02/17/2023	125.00
7086 - Rivkah L Moore	020323	18-TLRC Fitness Specialist	Paid by EFT # 51083		02/07/2023	02/07/2023	02/17/2023		02/17/2023	250.00
1973 - Megan M Stark	020323	18-TLRC Fitness Specialist	Paid by EFT # 51118		02/07/2023	02/07/2023	02/17/2023		02/17/2023	540.00
8184 - Emily E Tally	020223	18-TLRC Fitness Specialist	Paid by EFT # 51125		02/07/2023	02/07/2023	02/17/2023		02/17/2023	93.75
7960 - Lauren Wilson (Elae Entertainment Group LLC)	020223	18-TLRC Fitness Specialist	Paid by EFT # 51155		02/07/2023	02/07/2023	02/17/2023		02/17/2023	62.50
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 11
										\$2,058.75
Program 185002 - TLRC-Health & Wellness Totals										Invoice Transactions 11
										\$2,058.75
Program 185003 - TLRC-Basketball										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	12852	18- TLRC 2023 BYB Season III Uniforms	Paid by EFT # 50944		02/07/2023	02/07/2023	02/17/2023		02/17/2023	2,367.75
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	12853	18- TLRC 2023 BYB Season III Uniforms	Paid by EFT # 50944		02/07/2023	02/07/2023	02/17/2023		02/17/2023	2,427.25
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	12854	18- TLRC 2023 BYB Season III Uniforms	Paid by EFT # 50944		02/07/2023	02/07/2023	02/17/2023		02/17/2023	2,390.75
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	12855	18- TLRC 2023 BYB Season III Uniforms	Paid by EFT # 50944		02/07/2023	02/07/2023	02/17/2023		02/17/2023	638.75
Account 52430 - Uniforms and Tools Totals										Invoice Transactions 4
										\$7,824.50
Account 53940 - Temporary Contractual Employee										
8434 - Daniel Cullen Anderson	012423	18-TLRC Basketball Official	Paid by EFT # 50952		02/07/2023	02/07/2023	02/17/2023		02/17/2023	100.00
7184 - Larry Branam	012422	18-TLRC Basketball Official	Paid by EFT # 50976		02/07/2023	02/07/2023	02/17/2023		02/17/2023	150.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
8414 - Scott Matthew Burton	012623	18-TLRC Basketball Official	Paid by EFT # 50980		02/07/2023	02/07/2023	02/17/2023		02/17/2023	300.00
20105 - Brandon B Chambers	012623	18-TLRC Basketball Official	Paid by EFT # 50985		02/07/2023	02/07/2023	02/17/2023		02/17/2023	1,150.00
7276 - Kaitlyn Clementi	013123	18-TLRC Fitness Specialist	Paid by EFT # 50990		02/07/2023	02/07/2023	02/17/2023		02/17/2023	225.00
8566 - Jarrett Phillips	012622	18-TLRC Basketball Official	Paid by EFT # 51092		02/07/2023	02/07/2023	02/17/2023		02/17/2023	200.00
8496 - Eliot Vartian-Foss	012623	18-TLRC Basketball Official	Paid by EFT # 51147		02/07/2023	02/07/2023	02/17/2023		02/17/2023	125.00
8454 - David Lee Williams	012323	18-TLRC Basketball Official	Paid by EFT # 51154		02/07/2023	02/07/2023	02/17/2023		02/17/2023	50.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 8		<div></div> \$2,300.00	
Program 185003 - TLRC-Basketball Totals							Invoice Transactions 12		<div></div> \$10,124.50	
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	175065	18 - TLRC Concessions Items for Sale 2-6-23	Paid by EFT # 51019		02/07/2023	02/07/2023	02/17/2023		02/17/2023	498.45
8155 - PepsiCo Beverage Sales, LLC	47212460	18 - TLRC Concessions Items for Sale 1-25-23	Paid by EFT # 51091		02/07/2023	02/07/2023	02/17/2023		02/17/2023	966.99
5819 - Synchrony Bank	3477	18 - TLRC Concessions Items for Sale 2-3-23	Paid by Check # 76742		02/07/2023	02/07/2023	02/17/2023		02/17/2023	312.06
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 3		<div></div> \$1,777.50	
Account 53650 - Other Repairs										
138 - Gooldy & Sons, INC	H 5808	18 - TLRC Fryer Repairs	Paid by EFT # 51022		02/07/2023	02/07/2023	02/17/2023		02/17/2023	1,815.00
Account 53650 - Other Repairs Totals							Invoice Transactions 1		<div></div> \$1,815.00	
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 4		<div></div> \$3,592.50	
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1V96-77CN-JT7Y	18-Amazon tissue paper/instant snow/bubbles/glue sticks	Paid by EFT # 50949		02/07/2023	02/07/2023	02/17/2023		02/17/2023	261.30
Account 52420 - Other Supplies Totals							Invoice Transactions 1		<div></div> \$261.30	
Account 52430 - Uniforms and Tools										
11693 - The Award Center, INC	61489	18- Staff Name Tags Chestnut/Brooke	Paid by EFT # 51130		02/07/2023	02/07/2023	02/17/2023		02/17/2023	28.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1		<div></div> \$28.00	
Program 186500 - Community Events Totals							Invoice Transactions 2		<div></div> \$289.30	



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
18844 - First Financial Bank, N.A.	ScenicApp2Rogers	18-Retainage-Roger Family Pk Proj-12/6/22-1-31-23 App 2	Paid by Check # 76726		02/07/2023	02/07/2023	02/17/2023		02/17/2023	5,270.00
6883 - Scenic Construction Services, INC	ScenicApp2Rogers	18-Construction-Roger Family Pk Proj-12/6/22-1-31-23 App 2	Paid by EFT # 51107		02/07/2023	02/07/2023	02/17/2023		02/17/2023	100,130.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$105,400.00
Program 189000 - Operations Totals							Invoice Transactions 2			\$105,400.00
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
129 - FedEx Print Service, INC (Printing Only)	021100044696	18-Switchyard Park historic photos FedEx Acct. #0547243307	Paid by EFT # 51010		02/07/2023	02/07/2023	02/17/2023		02/17/2023	252.06
5086 - Frame Station, INC (Framemakers)	1-107837	18-frame historic Switchyard Park photos	Paid by EFT # 51016		02/07/2023	02/07/2023	02/17/2023		02/17/2023	410.82
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$662.88
Program 189006 - Switchyard Property Totals							Invoice Transactions 2			\$662.88
Program G22011 - 2021 Storm Response Plan USDA										
Account 53990 - Other Services and Charges										
8102 - Urban Canopy Works, LLC	255	18-Emergency Storm Response Plan	Paid by EFT # 51142		02/07/2023	02/07/2023	02/17/2023		02/17/2023	472.56
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$472.56
Program G22011 - 2021 Storm Response Plan USDA Totals							Invoice Transactions 1			\$472.56
Program G22012 - 2022 Bannaker Nature Days										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1D1Q-H6HK-99Y6	18-Amazon toner cartridge	Paid by EFT # 50949		02/07/2023	02/07/2023	02/17/2023		02/17/2023	69.59
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$69.59
Program G22012 - 2022 Bannaker Nature Days Totals							Invoice Transactions 1			\$69.59
Department 18 - Parks & Recreation Totals							Invoice Transactions 60			\$130,540.80
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions 60			\$130,540.80



Board of Park Commissioners Claim Register

Invoice Date Range 02/04/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
5641 - AZTEC Engineering Group, INC	201029	18- Duke Power Line Trail Design - December 2022	Paid by EFT # 50958		02/07/2023	02/07/2023	02/17/2023		02/17/2023	3,520.32
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$3,520.32
Program 18018A - 7th St Green Way, RCA Power Line Totals							Invoice Transactions	1		\$3,520.32
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$3,520.32
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	1		\$3,520.32
Grand Totals							Invoice Transactions	155		\$286,528.78

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/17/23	Claims				\$286,528.78
					<u>\$286,528.78</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 \$286,528.78 2/17/2023

Dated this 10th day of Feb year of 20 23.

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 Cheryl Millard

Reid
 2/15-23

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/24/2023	Payroll				145,488.10
					.
					145,488.10

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of **\$ 145,488.10**

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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	2022	2022	2022	2022	2023	2023	2023	
January	Total	Expenses	Expenses	of Expense	Total	Expenses	% of Expenses	
2023	<u>Expense</u>	as of	as of	Spent	<u>Expense</u>	as of	Spent	%
	<u>Budget</u>	<u>December</u>	<u>January</u>	<u>to date</u>	<u>Budget</u>	<u>January</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	813,903	795,767	31,345	3.94%	844,049	311,956	36.96%	895.25%
Health & Wellness	94,977	74,166	1,063	1.43%	93,493	9,378	10.03%	782.54%
Community Relations	510,923	370,480	15,107	4.08%	540,874	57,252	2.79%	278.98%
Aquatics	424,371	362,430	4,550	1.26%	451,892	4,596	1.02%	1.01%
Frank Southern Center	387,393	366,648	40,700	11.10%	425,242	33,577	7.90%	-17.50%
Golf Services	833,792	821,950	26,765	3.26%	915,889	37,922	4.14%	41.69%
Natural Resources	420,230	361,353	10,927	3.02%	534,405	25,592	4.79%	134.20%
Youth Programs	77,162	74,369	3,935	5.29%	82,763	6,891	8.33%	75.12%
TLRC	305,962	282,555	17,918	6.34%	315,143	33,423	10.61%	86.53%
Community Events	576,608	508,788	21,920	4.31%	567,876	53,254	9.38%	142.95%
Adult Sports	325,324	298,747	8,913	2.98%	294,196	15,596	5.30%	74.98%
Youth Sports	310,858	292,128	10,288	3.52%	311,917	15,481	4.96%	50.48%
BBCC	434,110	284,365	13,904	4.89%	453,306	23,114	5.10%	66.25%
Inclusive Recreation	92,832	71,356	4,272	5.99%	137,174	6,207	4.52%	45.31%
Operations	1,757,328	1,645,774	79,492	4.83%	2,347,357	117,018	4.99%	47.21%
Switchyard Property	676,749	400,552	24,675	6.16%	859,828	35,219	4.10%	42.73%
Landscaping	886,913	670,109	35,971	5.37%	1,061,503	58,632	5.52%	63.00%
Cemeteries	398,487	347,063	14,340	4.13%	256,422	12,470	4.86%	-13.04%
Urban Forestry	530,277	349,617	11,987	3.43%	660,133	59,482	9.01%	396.24%
Recover Forward	0			0.00%			0.00%	0.00%
General Fund total:	9,858,200	8,378,217	378,071	4.51%	11,153,462	917,062	8.22%	142.56%
Non-Reverting Fund								
Administration	12,800	2,277	251	11.05%	17,168	1,302	7.58%	417.55%
Health & Wellness	4,005	4,264	2	0.05%	6,487	10	0.16%	415.27%
Community Relations	5,350	712	0	0.00%	5,350	0	0.00%	0.00%
Aquatics	57,518	60,043	322	0.54%	76,595	0	0.00%	-100.00%
Frank Southern Center	88,282	68,157	6,966	10.22%	89,833	11,457	12.75%	64.47%
Golf Services	136,759	148,600	183	0.12%	154,313	0	0.00%	-100.00%
Natural Resources	81,710	53,857	0	0.00%	46,850	0	0.00%	0.00%
Youth Programs	69,137	146,654	1,457	0.99%	166,839	708	0.42%	-51.39%
*TLRC - day to day	555,813	578,342	268,182	46.37%	650,779	277,404	42.63%	3.44%
Community Events	226,836	141,048	6,980	4.95%	144,879	4,595	3.17%	-34.17%
Adult Sports	78,515	102,072	280	0.27%	110,335	495	0.45%	77.00%
Youth Sports	9,791	9,022	559	6.20%	9,752	1,006	10.31%	79.88%
BBCC	2,560	15,705	0	0.00%	4,560	0	0.00%	0.00%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	141,758	309,918	10,013	3.23%	572,425	3	0.00%	-99.97%
Dog Park	0	0	561	0.00%	36,635	0	0.00%	0.00%
Switchyard	27,558	23,752	0	0.00%	0	630	0.00%	0.00%
Landscaping (CCC Prop.)	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	12,650	3,315	0	0.00%	12,850	0	0.00%	0.00%
N-R Fund subtotal:	1,511,042	1,667,739	295,756	17.73%	2,105,650	297,610	14.13%	0.63%
TLRC - bond	474,213	474,213		0.00%	474,012		0.00%	0.00%
N-R Fund total:	1,985,255	2,141,952	295,756	13.81%	2,579,662	297,610	11.54%	0.63%
Other Misc Funds								

16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn								
20-21 MCCSC 21st Com Learn								
2021 MCCSC 21st Grant			3,144					
2022-2023 MCCSC 21st Century						2,578		
Community Banneker Bus								
Duke Arbor Day								
G15008 Summer Food Prg.								
G15009 Nature Days S/Star								
Griffy Lake Nature Day								
Wapehani I-69 Mitigation								
Leonard Springs Nature								
Banneker Nature Day								
NRPA Nutrition Hub								
Kaboom Play								
Youth & Adolescent Phy Act								
Goat Farm								
Giffy LARE								
Deer Cull								
USDA					473			
Banneker ROI								
Other Misc Funds total:	0	0	3,144	0.00%	473	2,578		
TOTAL ALL FUNDS	11,843,455	9,537,723	676,971	7.10%	13,733,597	1,217,250	8.86%	79.81%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues January 2023								
	2022	2022	2022	2022	2023	2023	2023	
	Projected	Revenue	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	as of	as of	Collected	Revenue	as of	Collected	%
	<u>for year</u>	<u>December</u>	<u>January</u>	<u>to date</u>	<u>for year</u>	<u>January</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,542,219	7,675,587	0	0.00%	8,138,119	0	0.00%	0.00%
Administration	500	421	0	0.00%	400	0	0.00%	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	181,000	188,069	0	0.00%	188,000	0	0.00%	0.00%
Frank Southern	213,000	185,805	40,519	21.81%	225,000	56,418	25.07%	39.24%
Golf Services	699,000	880,800	-513	-0.06%	701,000	2,342	0.33%	556.12%
Natural Resources	0	0	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	13,500	10,749	150	0.53%	14,000	460	3.29%	206.67%
Adult Sports	16,000	28,065	0	0.00%	32,000	0	0.00%	0.00%
Youth Sports	25,500	30,162	36	0.12%	39,000	0	0.00%	-100.00%
BBCC	15,000	9,929	317	3.19%	18,000	1,568	8.71%	395.02%
Operations	0	26	0	0.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	35,000	37,750	2,100	5.56%	42,000	1,300	3.10%	-38.10%
Urban Forestry	0	2,640	0	0.00%	0	0	0.00%	0.00%
Recover Forward	0	0	0	0.00%	0	0	0.00%	0.00%
Subtotal Program Rev	1,198,500	1,374,415	42,609	3.10%	1,259,400	62,087	4.93%	45.71%
General Fund Total	7,740,719	9,050,003	42,609	0.47%	9,397,519	62,087	0.66%	45.71%
Non-Reverting Fund								
Administration	35,600	151,029	7,872	5.21%	35,000	7,669	21.91%	-2.57%
Health & Wellness	6,450	5,678	98	1.73%	8,150	430	5.28%	338.78%
Community Relations	3,000	6,250	1,200	19.20%	3,000	1,000	33.33%	-16.67%
Aquatics	80,000	75,562	0	0.00%	82,500	105	0.13%	0.00%
Frank Southern	91,300	85,658	10,248	11.96%	55,000	11,627	21.14%	13.45%
Golf Services	163,000	238,405	-1,170	-0.49%	180,500	-126	-0.07%	-89.25%
Natural Resources	71,400	60,530	164	0.27%	71,400	391	0.55%	138.71%
Youth Programs	163,500	169,252	982	0.58%	170,000	1,190	0.70%	21.19%
*TLRC -Operational	599,625	856,191	84,853	9.91%	725,749	95,606	13.17%	12.67%
Community Events	139,740	155,718	2,870	1.84%	144,800	9,473	6.54%	230.07%
Adult Sports	54,500	103,383	-3	0.00%	88,500	0	0.00%	-100.00%
Youth Sports	8,000	3,302	0	0.00%	8,000	0	0.00%	0.00%
BBCC	7,600	21,842	443	2.03%	4,800	660	13.75%	49.05%
Operations	68,900	350,680	15,210	4.34%	69,940	518,428	741.25%	3308.44%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard	41,500	69,760	3,325	4.77%	42,500	9,970	23.46%	199.85%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	14,600	16,700	0	0.00%	14,600	3,600	24.66%	0.00%
N-R Fund subtotal:	1,549,115	2,369,940	126,092	5.32%	1,704,839	660,024	38.71%	423.45%
Other Misc Funds								

G22-23 MCCSC 21st Com		19,117						
G19-20 MCCSC 21st Com								
G20-21 MCCSC 21st								
G21 MCCSC 21st		17,496						
G14009 Summer Food Grant		-2,866						
Communit Banneker Bus								
Kaboom Play Everywhere								
NRPA Nutrition Hub		5,000						
Duke Arbor Day		4,050						
Griffy LARE Veg. Mgt								
G15008 Leonard Spring								
G15009 Griffy Nature Days		4,328						
(902) Rose Hill Trust		621						
Banneker ROI		9,036						
Banneker Nature Days		4,293						
Yth & Adolescent Phy Act		6,941						
Nature Days Star								
2019 Deer Cull IN DNR CHAP		23,389						
Reservoir Fisheries		2,000						
Other Misc Funds total:	0	93,405	0		0	0		
TOTAL ALL FUNDS	9,289,834	11,513,348	168,701	1.47%	11,102,358	722,111	6.50%	328.04%

Non-Reverting Cash B	1	2	3	4	5	6	7
	Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
	Balance	as of	Misc.	as of	from	Revenue	Balance
	1/1/2023	1/31/2023	revenue	1/31/2023	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	427,446.31	7,669.30		1,301.58		6,367.72	433,814.03
Health & Wellness	16,253.08	430.00		10.46		419.54	16,672.62
Community Relations	42,319.83	1,000.00		0.00		1,000.00	43,319.83
Aquatics	373,664.34	105.00		0.00		105.00	373,769.34
Frank Southern Center	175,382.59	11,627.22		11,436.00		191.22	175,573.81
Golf Course	338,233.73	(125.76)		0.00		(125.76)	338,107.97
Natural Resources	361,240.86	391.00		0.00		391.00	361,631.86
Allison Jukebox	331,329.03	1,189.50		708.28		481.22	331,810.25
TLRC	(2,962,073.01)	87,820.07		277,403.81		(189,583.74)	(3,151,656.75)
TLRC Reserve	816,213.69	7,785.75		0.00		7,785.75	823,999.44
Community Events	525,209.53	9,473.25		4,564.95		4,908.30	530,117.83
Adult Sports	15,493.13	0.00		491.86		(491.86)	15,001.27
Youth Sports	(564.07)	0.00		999.79		(999.79)	(1,563.86)
Skate Park	22,417.65	0		0.00		0.00	22,417.65
Benjamin Banneker Cor	51,686.09	660		0.00		660.00	52,346.09
Operations	283,227.99	518,428.45		3.49		518,424.96	801,652.95
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	296,319.33	9,970.21		629.75		9,340.46	305,659.79
Landscaping	13,454.36	0.00		0.00		0.00	13,454.36
Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
Urban Forestry	49,417.09	3,600.00		0.00		3,600.00	53,017.09
Change Fund	0.00	0.00		0.00		0.00	0.00
Deposits	0.00	0.00		0.00		0.00	0.00
TOTALS	1,184,162.34	660,023.99	0.00	297,549.97	0.00	362,474.02	1,546,636.36
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds							362,474.02
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.							INCREASE/DECREASE FOR THE CURRENT

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
01/03/2023	2194145	5	AR	150301_B	BBall - Grade 1 (150301-B)	Refund Now	michele.wilson	95.00	0.00	95.00
01/03/2023	2194177	6	AR	150202_A	Boot Camp (150202-A)	Refund Now	grabowsm	85.00	0.00	85.00
01/03/2023	2194224	6	PM	TL-SR-6M	TL SR 6M PIF (22210)	Refund Now	grabowsm	159.00	0.00	159.00
01/04/2023	2194747	4	AR	125005_A	Skating - Level 1 (125005-A)	Refund Now	PHILBECE	80.00	0.00	80.00
01/04/2023	2194785	6	AR	150301_E	BBall - Grade 4 Boys (150301-E)	Refund Now	grabowsm	14.25	0.00	14.25
01/04/2023	2194785	6	AR	150301_E	BBall - Grade 4 Boys (150301-E)	Refund Now	grabowsm	14.25	0.00	14.25
01/04/2023	2194788	6	AR	150213_A	Tae Kwon Do - Beginner (150213-A)	Refund Now	grabowsm	65.00	0.00	65.00
01/04/2023	2194788	6	AR	150213_A	Tae Kwon Do - Beginner (150213-A)	Refund Now	grabowsm	65.00	0.00	65.00
01/04/2023	2194813	6	AR	150301_C	BBall - Grade 2 (150301-C)	Refund Now	grabowsm	95.00	0.00	95.00
01/04/2023	2194839	6	PM	TL-AD-1M	TL ADLT 1M PIF (33534)	Refund Now	grabowsm	40.00	0.00	40.00
01/05/2023	2195286	6	AR	125011_A	Skating - Level 7 (125011-A)	Refund Now	grabowsm	90.00	0.00	90.00
01/09/2023	2197712	6	AR	150301_B	BBall - Grade 1 (150301-B)	Refund Now	grabowsm	14.25	0.00	14.25
01/11/2023	2198941	6	PSS	5903	Switch Yard Park Pavilion (5903)	Refund Now	grabowsm	140.00	0.00	140.00
01/12/2023	2199243	6	AR	125001_B	Skating - Parent & Tot (125001-B)	Refund Now	grabowsm	80.00	0.00	80.00
01/13/2023	2199600	6	FR	COURT_TLRC_c	Court 5 on 01/12/2023 at 3:00pm to	Refund Now	grabowsm	30.00	0.00	30.00
01/18/2023	2202273	6	AR	150301_F	BBall - Grade 5 Boys (150301-F)	Refund Now	grabowsm	42.19	0.00	42.19
01/20/2023	2203193	6	AR	125002_E	Skating - Tot 1 (125002-E)	Refund Now	grabowsm	80.00	0.00	80.00
01/20/2023	2203195	6	AR	125017_A	Hockey Initiation II (125017-A)	Refund Now	grabowsm	55.00	0.00	55.00
01/20/2023	2203198	6	AR	125017_A	Hockey Initiation II (125017-A)	Refund Now	grabowsm	55.00	0.00	55.00
01/23/2023	2205328	5	PSS	5903	Switch Yard Park Pavilion (5903)	Refund Now	michele.wilson	850.00	0.00	850.00
01/30/2023	2208978	6	AR	150213_A	Tae Kwon Do - Beginner (150213-A)	Refund Now	grabowsm	65.00	0.00	65.00
01/31/2023	2209675	6	AR	150301_A	BBall - Grade K (150301-A)	Refund Now	grabowsm	40.00	0.00	40.00
01/31/2023	2209675	6	AR	150303_A	Basketball Future Stars (150303-A)	Refund Now	grabowsm	55.00	0.00	55.00

Report Summary Totals

Total Refund Records:	23
Total Fees Refunded:	2,308.94
Total Tax Refunded:	0.00
Total Amount Refunded:	2,308.94

Refund Listing Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

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

REPORT SPECIFIC CRITERIA

Refund Type:	Refund Now
Begin Service Item:	
Begin League:	
Begin Locker:	
Begin Trip:	
Begin Activity Section:	
Begin Pass:	
Begin Rental Item Code:	
Begin Inventory Item:	
Begin Ticket:	
Begin Facility:	
Begin Refund Date:	01/01/2023 - Actual Date 01/01/2023
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	01/31/2023 - Actual Date 01/31/2023
End Trip:	<u>ZZZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Service Item:	<u>ZZZZZZZZZZ</u>
End Locker:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	500

Bloomington Parks and Recreation Surplus Declaration Form

Feb-23

Feb-23

[illegible]



STAFF REPORT

Agenda Item: A-7
Date: 2/22/2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Clarence Boone, Facility/Program Coordinator
DATE: February 28, 2023
SUBJECT: FARMERS' MARKET 2023 FOOD AND BEVERAGE ARTISAN AND FOOD TRUCK/PUSH CART AGREEMENT TEMPLATE

Recommendation

Staff recommends approval of the 2023 Food and Beverage Artisan and Food Truck/Push Cart Agreement templates.

Background

The 2023 Food and Beverage Artisan and Food Truck/Push Cart Agreement templates have been revised to include language consistent with the Farm Vendor Contract and Handbook, including information on the Park Board's approved revisions to the Artisan fee and new guidelines for Home Based Vendors.

The Department has accepted the first round of RFPs and will be selecting vendors soon. Information about the Request for Proposal (RFP) can be found on the Market website.

Both Agreements were reviewed and approved by City Legal.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script that reads "Clarence W. Boone".

Clarence Boone, Facility Coordinator

Agreement for Food and Beverage Artisans Bloomington Community Farmers' Market

This Agreement, entered into this ____ day of March, 2023, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food and Beverage Artisan ("Artisan"),

WITNESSETH:

WHEREAS, Parks manages the Bloomington Community Farmers' Market ("Market") at Showers Common, 401 North Morton Street, Bloomington, Indiana; and

WHEREAS, the Food and Beverage Artisan wishes to operate a stand in this location.

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 April 1, 2023 and end on November 18, 2023.

B. FOOD AND BEVERAGE ARTISAN RESPONSIBILITIES

1. **Artisan Fee:** Artisan shall pay Parks a vending fee of six and a half percent (6.5%) of gross proceeds. The fee shall be paid monthly on or before the 15th of the month following the month gross proceeds were collected. In addition to the payment of six and a half percent (6.5%) of gross proceeds, the Artisan shall include documentation of gross proceeds earned at each Market.
2. **List and Price:** The Artisan shall furnish Parks with a complete list of products to be sold and prices charged per item by April 1, 2023. Such product list and pricing is subject to the approval of the Parks Administrator. The Artisan must display legible price markers for goods offered for sale.
3. **Insurance:** The Artisan 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) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington and the Artisan as insured parties, and the Artisan shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. The Artisan and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
4. **Employees:** The Artisan shall employ all personnel necessary for the operation of the food and beverage stand, and shall pay all necessary wages and payroll tax for such employees. Artisan stand attendants must be a minimum of sixteen (16) years of age.

5. **Recordkeeping:** The Artisan shall keep and maintain accurate records reflecting the revenues of the food and beverage stand. These documents shall be open to inspection at all reasonable times by authorized agents of Parks.

On or before August 11, 2023 Artisan shall provide Parks with documentation regarding the sourcing of Indiana grown product for the 2023 season to date, including the types of products purchased and the names of the farms from which they were purchased.

6. **Rules and Regulations:** The Artisan shall also comply with all local, state and federal laws, including health codes regarding preparation of food, operation of open-air stand and employment of all personnel.

The Artisan shall obtain all necessary permits from Monroe County Health Department, Indiana Alcohol and Tobacco Commission, Federal Tax and Trade Bureau, Indiana State Excise Tax Police, and from any and all other controlling agencies or boards, prior to commencement of operations under this Agreement. Copies of pertinent permits shall be submitted along with the signed copy of the contract.

If the Artisan is selling as a Home Based Vendor, Artisan is responsible for ensuring all products are “non-potentially hazardous foods” and are required to have an analysis completed to determine if a product in question is indeed a “non-potentially hazardous food” and provide written report of said analysis.

Pursuant to a new law that affects Home Based Vendors, Indiana House Bill 1149 was passed and took effect July 1, 2022. As a part of this new legislation, all HBVs are now required to take a recognized food safety training and ***must provide a copy of the certificate to the local health department in the county where the HBVs residence is located.*** One of these recognized trainings is the ServSafe Food Handler course offered by the National Restaurant Association. The certification costs between \$7 and \$15 plus the time to take a couple-hour course online. The certificate is good for 3 years depending on where it is completed. For more information and to see if you apply to this new law visit <https://www.in.gov/health/food-protection/files/IDOH-HEA-1149-Guidance-Document.pdf> Click here for House Bill1149 info: <http://iga.in.gov/static-documents/8/8/d/4/88d4c8cb/HB1149.04.ENRS.pdf?fbclid=IwAR1MZfd4mIrkrGcGPIq9VhrGfypImJQqkL9zzK7oFqrYUIR3COqVW5BaKo>

7. **Days and Hours of Operation:** The Artisan agrees to attend and sell at Market each and every Saturday, unless an alternate schedule has been determined by vendor and staff, beginning April 1, 2023 through September 30, 2023 from 8:00 am until 1:00 pm, and October 7, 2023 through November 18, 2023 from 9:00 am until 1:00 pm.

8. **Entering and Exiting the Market:** The Artisan must occupy the assigned space by 15 minutes prior to Market opening time. The Artisan may park along the curb next to B-Line plaza to unload. The vehicle must be removed from the curb by a schedule set in advance of the season, unless space is within the blacktop market spaces.
9. **Assignments and Limits of Space:** The Artisan will be assigned by Parks one vending space limited to 10 feet wide by 10 feet deep prior to commencement of this Agreement. Artisans may only display signs, information and/or items in their space that consist of the products they are selling or that directly relate to their business.
10. **Gift Certificate Program/SNAP:** The Food Vendor agrees to participate in the Farmers' Market Gift Certificate Program/SNAP (GCP/SNAP) organized by the City. A Farmer/Food and Beverage Artisan Training Guide will be provided. The Artisan agrees to read the Training Guide and abide by the rules established in the Training Guide. Completion of a Substitute W9 form and Electronic Funds Transfer form is necessary for first-time participants in the GCP/SNAP. If the Artisan has participated in previous years, no further paperwork is necessary.
11. **Property Maintenance and Utilization:** The Artisan must vacate premises by 2:00 pm and remove all personal items and equipment. The Artisan must remove all recyclable and compostable materials from site. The Artisan must protect brick pavers within vending space from soiling due to food and beverage spills. The Artisan must ensure that weather protection devices are securely anchored. The Artisan must utilize compostable serving materials whenever possible.
12. **Indemnification:** The Artisan hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Artisans participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.
13. **Verification of New Employees' Immigration Status:** The Artisan 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). The Artisan shall sign an affidavit, attached as Exhibit A, affirming that the Artisan 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.

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

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

14. **Artisan Behavior and Commitment to the City of Bloomington's Values and the Market's Mission.** The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the 2023 Bloomington Community Farmers' Market Food and Beverage Artisan Agreement, artisans shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Artisans acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against artisans at the Market. If an artisan believes that the City employee engaged in such conduct at the Market towards the artisan, the artisan may file a complaint with the Market Manager 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 at the Market.

Similarly, the City does not tolerate Artisans engaging in harassing or discriminatory conduct towards fellow vendors, members of the public or City employees at the Market on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status. Any artisan who believes that a fellow vendor has engaged in such harassment or discrimination at the Market may file a complaint with the Bloomington Human Rights Commission. The City takes all such complaints seriously and will take appropriate action if it finds that any artisan engaged in such prohibited conduct at the Market.

15. Expectations

Artisans shall not be discourteous, disrespectful or dishonest to anyone with whom they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market.

Conduct at the Market on the part of the artisan that the City deems to be contrary to the provisions of the artisan agreement may result in administrative action in accordance with the provision of the agreement, including but not limited to suspension or ejection from the Market and/or future Market events.

Artisans shall notify the Market Supervisor or Market Coordinator immediately of any unsafe conditions.

Artisans shall cooperate with the City to take all reasonable measures to ensure that the Market remains a welcoming inclusive and safe venue.

Artisans understand that the Market is not a forum for political or religious activities, except for at the “Market Place” (formerly “Info Alley”).

The City provides the Market as a location for artisans to sell what they create. Artisans understand that by providing the Market, the City is making no guarantee of the number of customers or the volume of business.

C. RESPONSIBILITY AND RIGHTS OF PARKS

Parks shall not invoice the Artisan for six and a half percent (6.5%) of gross sales.

The City retains the right to terminate the Market, or to change the times, dates, locations, and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes, and cancellations to all artisans.

D. ASSIGNMENT OF AGREEMENT

The Artisan shall not assign or sub-contract this Agreement or any of its terms, except with prior written approval of the Parks Administrator.

E. BREACH OF AGREEMENT

In the event 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 offending party shall then have seven (7) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within seven (7) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement. If either party shall default in the performance of any of the obligations of this Agreement, the other party shall recover their reasonable attorney's fees and costs.

F. TERMINATION

1. **Termination by mutual agreement:** The parties may terminate this Agreement prior to November 25, 2023 by mutual written agreement.

G. 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 expenses of such litigation, including, but not limited to, court costs and reasonable attorney fees.
2. **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.
3. **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.
4. **Safety:** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
5. **Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
ATTN: Clarence Boone
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Food and Beverage Artisan:

6. **Intent to be Bound:** Parks and the Artisan each bind 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.
7. **Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between Parks and the Artisan. 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.

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

Beth Cate, Corporation Counsel

Paula McDevitt, Parks Administrator

Kathleen Mills, President Board of Park Commissioners

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____
County of Residence: _____

Agreement for Food Truck/Push Cart Vending Bloomington Community Farmers' Market

This Agreement, entered into this ____ day of March, 2023, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food Truck/Push Cart Vendor ("Food Vendor"),

WITNESSETH:

WHEREAS, Parks manages the Bloomington Community Farmers' Market ("Market") at Showers Common, 401 North Morton Street, Bloomington, Indiana; and

WHEREAS, the Food Vendor wishes to operate a stand in this location.

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 April 1, 2023 and end on November 25, 2023.

B. FOOD VENDOR'S RESPONSIBILITIES

1. **Food Vendor Fee:** Food Vendor shall pay Parks a vending fee of six and a half percent (6.5%) of gross proceeds. The fee shall be paid monthly on or before the 15th of the month following the month gross proceeds were collected. In addition to the payment of six and a half percent (6.5%) of gross proceeds, the Food Vendor shall include documentation of gross proceeds earned at each Market.
2. **List and Price:** The Food Vendor shall furnish Parks with a complete list of product to be sold and prices charged per item by April 1, 2023. Such product list and pricing is subject to the approval of the Parks Administrator. The Food Vendor must display legible price markers for goods offered for sale.
3. **Insurance:** The Food Vendor 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) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington and the Food Vendor as insured parties, and the Food Vendor shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. The Food Vendor and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
4. **Employees:** The Food Vendor shall employ all personnel necessary for the operation of the food and beverage stand, and shall pay all necessary wages and payroll tax for such employees. Food Vendor stand attendants must be a minimum of sixteen (16) years of age.

5. **Recordkeeping:** The Food Vendor shall keep and maintain accurate records reflecting the revenues of the food and beverage stand. These documents shall be open to inspection at all reasonable times by authorized agents of Parks.

On or before August 11, 2023 Food Vendor shall provide Parks with documentation regarding the sourcing of Indiana grown product for the 2023 season to date, including the types of products purchased and the names of the farms from which they were purchased.

6. **Rules and Regulations:** The Food Vendor shall also comply with all local, state and federal laws, including health codes regarding preparation of food, operation of open-air stand and employment of all personnel.

The Food Vendor shall obtain all necessary permits from Monroe County Health Department, Indiana Alcohol and Tobacco Commission, Federal Tax and Trade Bureau, Indiana State Excise Tax Police, and from any and all other controlling agencies or boards, prior to commencement of operations under this Agreement. Copies of pertinent permits shall be submitted along with the signed copy of the contract.

If the Food Vendor is selling as a Home Based Vendor, Food Vendor is responsible for ensuring all products are “non-potentially hazardous foods” and are required to have an analysis completed to determine if a product in question is indeed a “non-potentially hazardous food” and provide written report of said analysis.

7. **Days and Hours of Operation:** The Food Vendor agrees to attend and sell at Market each and every Saturday, unless another arrangement has been made between vendor and staff, beginning April 1, 2023 through September 30, 2023 from 8:00 am until 1:00 pm, and October 7, 2023 through November 25, 2023 from 9:00 am until 1:00 pm.
8. **Entering and Exiting the Market:** The Food Vendor must occupy the assigned space by 15 minutes prior to Market opening time.
9. **Assignments of Space:** Food Vendor will be assigned by Parks a vending space. Artisans may only display signs, information and/or items in their space that consist of the products they are selling or that directly relate to their business.
10. **Gift Certificate Program/SNAP:** The Food Vendor agrees to participate in the Farmers’ Market Gift Certificate Program/SNAP (GCP/SNAP) organized by the City. A Farmer/Food and Beverage Artisan Training Guide will be provided. The Food Vendor agrees to read the Training Guide and abide by the rules established in the Training Guide. Completion of a Substitute W9 form and Electronic Funds Transfer form is necessary for first-time participants in the

GCP/SNAP. If the Food Vendor has participated in previous years, no further paperwork is necessary.

11. **Property Maintenance and Utilization:** The Food Vendor must vacate premises by 2:00 pm and remove all personal items and equipment. The Food Vendor must remove all recyclable and compostable materials from site. The Food Vendor must ensure that weather protection devices are securely anchored. The Food Vendor must utilize compostable serving materials whenever possible.
12. **Indemnification:** The Food Vendor hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Food Vendors participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.
13. **Verification of New Employees' Immigration Status:** The Food Vendor 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). The Food Vendor shall sign an affidavit, attached as Exhibit A, affirming that the Food Vendor 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.

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

The Food Vendor shall require any subcontractors performing work under this contract to certify to the Food Vendor 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. The Food Vendor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

14. **Food Vendor Behavior and Commitment to the City of Bloomington's Values and the Market's Mission:** The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the 2023 Bloomington Community Farmers' Market Food Truck/Push Cart Vendor Agreement, Food Vendors shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Food Vendors acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against Food Vendors at the Market. If a Food Vendor believes that the City employee engaged in such conduct at the Market towards the Food Vendor, the Food Vendor may file a complaint with the Market Manager 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 at the Market.

Similarly, the City does not tolerate Food Vendors engaging in harassing or discriminatory conduct towards fellow vendors, members of the public or City employees at the Market on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status. Any Food Vendor who believes that a fellow vendor has engaged in such harassment or discrimination at the Market may file a complaint with the Bloomington Human Rights Commission. The City takes all such complaints seriously and will take appropriate action if it finds that any Food Vendor engaged in such prohibited conduct at the Market.

15. **Expectations**

Food Vendors shall not be discourteous, disrespectful or dishonest to anyone with

whom they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market.

Conduct at the Market on the part of the Food Vendor that the City deems to be contrary to the provisions of the Food Vendor agreement may result in administrative action in accordance with the provision of the agreement, including but not limited to suspension or ejection from the Market and/or future Market events.

Food Vendors shall notify the Market Supervisor or Market Coordinator immediately of any unsafe conditions.

Food Vendors shall cooperate with the City to take all reasonable measures to ensure that the Market remains a welcoming inclusive and safe venue.

Food Vendors understand that the Market is not a forum for political or religious activities, except for at the “Market Plaza” (formerly “Info Alley”).

The City provides the Market as a location for Food Vendors to sell what they create. Food Vendors understand that by providing the Market, the City is making no guarantee of the number of customers or the volume of business.

C. RESPONSIBILITY AND RIGHTS OF PARKS

Parks shall not invoice the Food Vendor for six and a half (6.5%) of gross sales.

The City retains the right to terminate the Market, or to change the times, dates, locations, and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes, and cancellations to all Food Vendors.

D. ASSIGNMENT OF AGREEMENT

The Food Vendor shall not assign or sub-contract this Agreement or any of its terms, except with prior written approval of the Parks Administrator.

E. BREACH OF AGREEMENT

In the event 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 offending party shall then have seven (7) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within seven (7) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement. If either party shall default in the performance of any of the obligations of this Agreement, the other party shall recover their reasonable attorney’s fees and costs.

F. TERMINATION

1. **Termination by mutual agreement:** The parties may terminate this Agreement prior to November 25, 2023 by mutual written agreement.

G. 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 expenses of such litigation, including, but not limited to, court costs and reasonable attorney fees.
2. **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.
3. **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.
4. **Safety:** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
5. **Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks:

Parks and Recreation Department
ATTN: Clarence Boone
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Food and Beverage Food Vendor:

6. **Intent to be Bound:** Parks and the Food Vendor each bind 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.
7. **Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between Parks and the Food Vendor. 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.

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

Beth Cate, Corporation Counsel

Paula McDevitt, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____
County of Residence: _____



STAFF REPORT

Agenda Item: A-8

Date: 2-22-2023

Administrator

Review\Approval

PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: February 28, 2023
SUBJECT: PARTNERSHIP AGREEMENT WITH GREEN CAMINO, INC. FOR COMPOST DROP-OFF BINS

Recommendation

Staff recommends approval of a partnership agreement with Green Camino, Inc. ("EarthKeepers") to continue to allow the placement of compost dropoff bins in parks.

Background

This partnership agreement with EarthKeepers is a continuation of an agreement from 2021 that will continue to allow the green waste company to place two of their compost collection bins in city parks – one at Switchyard Park and one at Bryan Park. EarthKeepers subscribers will be able to use their access codes to drop off compost in these bins, and EarthKeepers will be responsible for the cleanliness and maintenance of these bins. Providing compost drop-off sites helps divert waste from landfills and improves the city's sustainability in keeping with goals outlined in the Climate Action Plan. Additional locations may be approved if provided in writing by both parties.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is written in a cursive, flowing style.

Tim Street, Operations and Development Division Director



**PARTNERSHIP AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
GREEN CAMINO, INC
FOR
COMPOST DROP-OFF BINS IN PARKS**

Partner(s):

This Agreement is made and entered into this ____ day of ____ 2023, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and, Green Camino, Inc. dba EarthKeepers (“EarthKeepers”).

WHEREAS, BPRD and EarthKeepers desire to partner to create compost drop-off stations in two public parks; and

WHEREAS, EarthKeepers is a locally business that supplies compost services through drop-off locations for subscribers; 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 EarthKeepers to operate two compost drop-off stations in BPRD parks for their subscribers.

2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until December 31, 2024 unless terminated earlier as provided under Article 7.0.

3.1 Bloomington Parks & Recreation:

The goal of BPRD is to provide well maintained parks for the community while supporting projects that align with city values and plans, including the Climate Action Plan.

3.2 BPRD agrees to:

1. Allow two EarthKeepers compost drop-off bins to be maintained in public parks: one at Bryan Park and one at Switchyard Park. Additional sites may be approved in writing by both parties.
2. Provide an on-site orientation to a representative from EarthKeepers, during which the exact placement of the compost drop-off bins will be determined and standard park operating rules will be reviewed.

4.1 EarthKeepers:

The goal of EarthKeepers is to provide a subscription compost drop-off service to customers.

4.2 EarthKeepers agrees to:

1. Provide the compost drop-off bins and all related materials necessary to operate them for EarthKeepers subscribers.
2. Keep compost bins clean and ensure immediate area remains free of debris, including food waste and compost.
3. Service compost drop-off bins at least once weekly to remove all accumulated compost, as well as inspecting to assess capacity and condition.
4. Post appropriate signage about the compost drop-off bins and the subscription service.
5. Be responsible for the drop-off, placement, and pick-up of all bins and related supplies.
6. Contact the Switchyard Park General Manager with any issues with the compost bins or changes to service schedules and to report any problems with the park or service.

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 EarthKeepers 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 and payments will be honored according to the timetable agreed upon by all partners.

6.1 Notice:

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

EarthKeepers

Andrea I Conway, CEO
5285 E State Road 45
Bloomington, IN, 47408
(812) 269 2280
(812) 650 2144

BPRD

Tim Street
401 N Morton St, Suite 250
Bloomington, IN 47404
(812) 349-3706

7.0 Termination

- 7.1** Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2021, by mutual written agreement.
- 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.
- 7.3** The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify CS of any such termination and the reasons therefore in writing.

8.0 E-Verify

- 8.1** 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. 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.

9.0 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

Green Camino, Inc. dba EarthKeepers

Paula McDevitt, Director BPRD

Andrea I Conway, CEO EarthKeepers

Kathleen Mills, President
Board of Park Commissioners

Beth Cate, Corporation Counsel

STATE OF INDIANA)
)SS:
COUNTY OF _____)



STAFF REPORT

Agenda Item: A-9
Date: 2-23-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: February 28, 2023
SUBJECT: MOLD REMEDIATION AT THE SWITCHYARD PARK MAINTENANCE BUILDING

Recommendation

Staff recommends approval of a contract with VET Environmental Engineering to mitigate mold found in the Switchyard Park Maintenance Building.

Amount: \$2,390.87

Funding source: 200-18-189000-53610

Background

In late 2022, VET Environmental Engineering performed indoor air quality testing in the enclosed portions of the Switchyard Park Maintenance Building and found low levels of mold and allergens present. As part of this contract, VET will clean and mitigate mold found in the maintenance building. These services will also include professional duct cleaning.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is written in a cursive, flowing style.

Tim Street, Operations and Development Division Director

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
VET ENVIRONMENTAL ENGINEERING, LLC
FOR
MOLD REMEDIATION AT THE SWITCHYARD PARK MAINTENANCE BUILDING**

This Agreement, entered into on this _____ day of _____ 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and VET ENVIRONMENTAL ENGINEERING, LLC

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 April 30, 2023 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed two thousand three hundred ninety dollars and eighty seven cents (\$2,390.87). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
City of Bloomington Parks and Recreation
401 N Morton St., Suite 250
Bloomington, IN 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	VET Environmental Engineering, LLC
Attn: Tim Street	Attn: Sara Hamidovic
401 N Morton St, Suite 250	2335 West Fountain Drive
Bloomington, IN 47404	Bloomington, IN 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

VET ENVIRONMENTAL ENGINEERING

Beth Cate, Corporation Counsel

Sara Hamidovic

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 services performed at the Switchyard Park Maintenance Building, 1601 S Rogers St., Bloomington, IN:

SCOPE OF WORK



Mold Abatement Services

1601 South Rogers Street, Bloomington, Indiana -

VET Environmental Engineering, LLC (VET) will oversee cleaning of all ductwork by a subcontractor. An air scrubber fan will be set before and during the remediation to remove mold spores mobilized to the breathing space during cleaning of the ductwork and other building components.

Following cleaning of ductwork, VET will conduct the remainder of the remediation to include cleaning of all vents, walls, flooring, and other affected materials using an EPA-approved disinfectant and a steam cleaning process.

Finally, the entire affected office area will be fogged to eliminate any remaining mold spores that may be present. VET recommends that the HVAC systems be assessed for proper function and necessary repairs conducted to reduce the potential of future mold growth.

Proposed Cost: \$2,390.87



VET ENVIRONMENTAL ENGINEERING, LLC

**PROPOSAL
PACKAGE**

EXHIBIT B

“Project Schedule”

All work to be completed by April 30, 2023.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-10
Date: 2/23/2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February 28, 2023
SUBJECT: 2023 PARTNERSHIP AGREEMENT WITH THE RYDER MAGAZINE AND FILM SERIES

Recommendation

Staff recommends the approval of the 2023 partnership agreement with the Ryder Magazine and Film Series for the Movies in the Parks 2023 season. Movie rental/purchasing fees, and the advertisement fees to The Ryder Magazine will be paid for out of account 201-18-186506-53990.

Background

This agreement outlines the partnership agreement between Bloomington Parks and Recreation and The Ryder Magazine and Film Series to bring The Movies in the Parks film series to our parks throughout 2023. This agreement outlines the compensation for the movie licenses, rental/purchasing fees, and advertisement fees for this series. 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 for the Bloomington Parks and Recreation Department (Parks) to acquire movie licenses at a discounted rate. This year 6 films in 2 locations: Bryan Park and Switchyard Park, will be offered. The partnership includes compensating The Ryder an additional amount of a flat fee One Thousand One Hundred Dollars (\$1,100.00) to be paid out of the movie sponsorship revenue in addition to the cost of the movie rights and shipping fees which are not to exceed an amount of One Thousand Five Hundred Dollars (\$1,500.00).

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to be "Crystal Ritter", written in a cursive style.

Crystal Ritter, Community Events Coordinator

2023-January



COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

The Ryder Magazine and Film Series

This Agreement is made and entered into this _____ day of _____, 2023, 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, 2023, to December 31, 2023, 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* 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 (\$1,500.00). 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 flat fee of One Thousand One Hundred Dollars (\$1,100.00) for marketing and advertising in the Ryder Magazine. This payment is to be paid from movie sponsorship revenue.
- 3.6. Pay The Ryder in two (2) installments, one following the third movie and one following the sixth movie. BPRD will email 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.

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 (April) and one in the month after the series ends (October). The Ryder will provide Bloomington Parks and Recreation a list of 2023 publication dates for the Ryder Magazine and the dimensions of the ad spaces to Bloomington Parks and Recreation's Community Relations Manager in a timely manner. Work with BPRD on selecting appropriate films for Movies in the Park Series as well as any additional movies shown in BPRD facilities.
- 4.2. 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.
- 4.3. Secure all movies and the rights to show the movies.

- 4.4. The Ryder will consult with BPRD staff on best practices and industry trends.
- 4.5. 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, 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.
- 5.5. This Agreement and the services provided will be evaluated in January 2024 .

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
812-349-3713

The Ryder
Peter Lopilato
115 North College Avenue
Bloomington, IN 47404
peter@theyryder.com
812-331-2001

- 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
812-349-3725

The Ryder
Peter Lopilato
115 North College Avenue
Suite 270
Bloomington, IN 47404
peter@theryder.com
812-331-2001

7.0 Termination:

- 7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2023, 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.
- 7.3.** The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify The Ryder of any such termination and the reasons therefor in writing

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 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.

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 releases.

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

BLOOMINGTON PARKS AND RECREATION DEPARTMENT

Ellen Rodkey
Board of Park Commissioners

Paula McDevitt, BPRD Director

Beth Cate , Corporation Counsel

THE RYDER FILM SERIES

Peter Lopilato

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023 .

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

Printed Name of Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)



STAFF REPORT

Agenda Item: A-11 Date: 2-23-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February 28, 2023
SUBJECT: Performance and Entertainment Agreement Template 2023

Recommendation

Staff recommends the approval of the 2023 Performance and Entertainment Agreement Template. Artists and entertainers will be paid out of the following accounts: 201-18-186506-53990, 200-18-186500-53990 or 201-18-186500-53990.

Background

For the past 40 + years, the Bloomington Parks and Recreation Department has brought free concerts to our community parks through the Performing Arts Series and, for over a decade, through the People's Park Concert Series as well. This agreement is used for the booking of performers, entertainers, and /or entertainment companies for the Bloomington Parks and Recreation sponsored events, the Performing Arts Series, the Peoples Park Concert Series, and for community events and programs. No changes have been made to this agreement. Dates have been updated for 2023.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Crystal Ritter", written over a horizontal line.

Crystal Ritter, Community Events Coordinator

2023 PERFORMANCE AND ENTERTAINMENT AGREEMENT

This Agreement, entered into this _____ day of _____ 2023, by and between _____, (“Artist/Entertainer”) and the City of Bloomington Parks and Recreation Department (“City”) WITNESSETH:

WHEREAS, the City operates an Outdoor Performance Series and City Events in various locations in Bloomington; and

WHEREAS, the Artist/Entertainer wishes to perform in the City’s series and/or City’s Event.

NOW, THEREFORE, the City hereby engages the Artist/Entertainer to perform or provide entertainment (“Performance”), and the Artist/Entertainer hereby agrees to perform or provide entertainment in the Outdoor Performance Series and/or City Event upon the terms and conditions contained in this Agreement, as follows:

1. Payment: Weather-Related Cancellation. The City agrees to pay to the Artist/Entertainer an honorarium in the amount of \$_____.00 Dollars for the Performance. The Artist/Entertainer agrees to provide the City with appropriate information to enroll the Artist/Entertainer in the City’s payment system as well as provide an invoice to the City for the contract amount. Payment should be made to _____
(Name of Payee).

If the Performance or Event is terminated early due to weather conditions, the Artist/Entertainer will receive full payment if more than one-half of the show/event has been completed. If the Performance or Event is terminated early due to weather prior to one-half of the show/event being completed, or prior to commencement of the show/event, then the Artist and the City agree to reschedule the Performance or Event at a mutually agreeable time, and the Artist will not receive any payment for performing on the date of the canceled show.

2. Time and Place of Performance. The Artist/Entertainer agrees to the following:

Performance or Event Day:

Performance or Event Date:

Performance or Event Location:

Arrival Time:

Rehearsal/Set-up Time:

Performance/Event Time:

Length of Performance/Event:

Artist/Entertainer Reports To:

3. Members of Artist/Entertainer: Authority. “Artist/Entertainer,” as used in this Agreement, includes each person who performs and/or provides services under this Agreement. The person signing this Agreement on behalf of the Artist/Entertainer, hereby represents that he or she has full authority to bind the Artist/Entertainer to the terms of this Agreement and that the City is entitled to rely upon the representations and authority made by the person signing this Agreement on behalf of the Artist/Entertainer.

The names, addresses and phone numbers of persons intending to perform and/or provide services under this Agreement, including any opening, guest performers, and artists are:

The Artist/Entertainer shall inform the City's representative at the time of the Performance and /or Event of any changes to the list of performers/artists.

4. Independent Contractor; Control of Performance. During the term of this Agreement the Artist/Entertainer shall be an independent contractor, and not an employee of City. City shall not withhold any federal or state income taxes, social security or any other federal or state payments. The Artist/Entertainer shall have exclusive control over the means, method and details of fulfilling the Artist's/Entertainer's obligation under this Agreement, except for performance time, date and minimum and maximum length of the Performance/Event.
5. Indemnification. The Artist/Entertainer shall defend, indemnify and hold harmless the City, the City of Bloomington Board of Park Commissioners, and their employees, agents and officers from any and all claims, damages, costs, attorney fees, and other liability arising out of this Agreement, even if arising from the negligence of releasees, or caused by the reckless, negligent or intentional actions or omissions of the Artist during the performance of, and in connection with, this Agreement, including any claim for infringement of copyright, patent right or other property right.
6. General. 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.

The possession of alcoholic beverages, 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. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit and/or Noise Permit.

7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable municipal ordinances or codes of the City and of Monroe County. Suit, if any, shall be brought in Monroe County, Indiana.
8. State Immigration Law Requirements. Ind. Code 22-5-1.7-11(a) requires the City to obtain the following from business entities who have employees before it enters into a contract for services with those entities:
 - documentation that the business entity has enrolled in and participates in the E-verify program, unless the E-verify program no longer exists; and
 - an affidavit, provided in Appendix A, affirming that the business entity does not currently knowingly employ an immigrant who is not authorized to work in the U.S.
9. Copyright. In performing/providing artistic services under this Agreement, the Artist/Entertainer shall not infringe upon the copyright, patent right or other property right of anyone else.

10. Sale of Merchandise. At and immediately following the Performance/Event, the Artist/Entertainer may sell merchandise related to or promoting the Artist/Entertainer, such as CDs, records, art, and T-shirts, on the condition that ten percent (10%) of the gross sales proceeds from the Performance/Event is paid to the City. Payment is due within thirty (30) days of the Performance/Event date. The Artist/Entertainer shall be responsible for collection and payment of all sales tax and other taxes due upon the proceeds. The Artist/Entertainer shall keep accurate records of all sales proceeds, and shall provide copies of its sales records for the Performance/Event to the City upon request. The City reserves the right to disapprove particular items of merchandise that it determines are not sufficiently related to the Artist/Entertainer.
11. Termination. The parties understand that Parks may terminate the agreement in its sole discretion due to contingencies beyond their control including the ongoing COVID-19 pandemic. The Parties agree that Parks will not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond reasonable control of a party, materially affects the performance of any of its obligations under this agreement and could not reasonably have been foreseen or provided against. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, Parks shall notify the artist/entertainer of any such termination and the reasons therefore in writing.

Contact -- City:

Contact – Artist/Entertainer:

Crystal Ritter/ Other City Contact

PO Box 848

Bloomington, IN 47402

[ritterc@bloomington.in.gov/](mailto:ritterc@bloomington.in.gov)

812-349-3725

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

ARTIST/ENTERTAINER:

By: _____

Date: _____

**CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT**

By: _____

Paula McDevitt, Director

Date: _____

Beth Cate, Corporation Counsel

Date: _____

APPENDIX A

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - 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

[illegible]

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of ____, 2023.

Notary Public

Printed name _____

My Commission Expires:_____

Residing in _____ County



STAFF REPORT

Agenda Item: A-12 Date: 2-22-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: February 28, 2023
SUBJECT: TRAIL CLOSURE POLICY RE-APPROVAL

Recommendation

Staff recommends approval of an updated version of the Trail Closure policy that corrects a scrivener's error on the trail closure flow chart.

Background

After approval a scrivener's error was noted on the flowchart where two day totals were transposed on the trail closure flow chart. This updated policy corrects that error and accurately reflects closure determination periods of "0-3 days" with ">3 days" and "0-7 days" with ">7 days."

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is written in a cursive, flowing style.

Tim Street, Operations and Development Division Director



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities Policies Multi-Use Trail Design & Operations– 13210

Date: February 7, 2023

POLICY RE: Multi-Use Trail Design & Operations

The Parks and Recreation Department operates dozens of miles of trails throughout the City of Bloomington, ranging from small hiking trails to the B-Line trail. Multi-Use Trails are generally hard-surface paths that do not follow roads that are designed and maintained to provide both transportation and recreation opportunities for users. These trails have varying degrees of transportation importance.

Class I Trails: serve an important transportation function and have few or no similar alternative routes.

- B-Line Trail
- Jackson Creek Trail
- Rail Trail
- Power Line Trail (when complete)

Class II Trails: serve a transportation function, but are not critical connectors and/or have similar alternative routes.

- B-Line Broadview Access Trail
- B-Link Trail
- Bryan Park (E-W Allen Greenway connector and N-S trail that functions as sidewalk).
- Clear Creek Trail
- Polly Grimshaw Trail
- Cascades Trail & Path System
- Southeast Trail

Class III Trails: function mostly as recreation facilities and have less importance as transportation facilities.

- Loop trails (RCA, Butler Park, Olcott Park, Winslow Sports, remainder of Bryan Park loop trail)
- The Mill Trail
- Creek's Edge Trail
- All soft-surface and hiking trails
- Small connector trails in Parks

Professional Engineering

Parks shall work with professional engineers when designing trails by hiring an outside engineering firm or by consulting on decisions with the City Engineer or their designee. The City Engineer or their designee shall be consulted on operational questions for trails that pertain to transportation design, including but not limited to: road crossings, temporary closures, pavement markings, and traffic signage.



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities Policies **Multi-Use Trail Design & Operations– 13210**

Date: February 7, 2023

Temporary Closures

Trail closures shall be approved according to the chart below, unless an emergency dictates an immediate closure. Third parties wishing to close a portion or all of a trail will work with Parks and Recreation staff members to get approval for closures in accordance with this policy. When full trail closures occur on Class I trails, users should be provided with a convenient and accessible path that replicates as nearly as practicable the most desirable characteristics of the existing facility (Indiana Manual on Uniform Traffic Control Devices ["MUTCD"] §6D.01.07.C). Many trails lack similar alternative routes, but temporary traffic control plans will be determined and approved in collaboration with the City Engineer or their designee. Temporary closures shall be marked with MUTCD-compliant signage in accordance with Bloomington Municipal Code §12.08.100.

Emergency Closures

An emergency closure of a Class I trail shall be done so as to provide users with a convenient and accessible path that replicates as nearly as practicable the most desirable characteristics of the existing facility and may be executed without first obtaining the approvals designated in the chart below. An emergency is defined as a sudden and unexpected circumstance that, if left uncorrected, will cause serious damage to property or jeopardize the safety and health of persons. Parks and Recreation staff shall be immediately notified of any emergency trail closure (in no circumstance shall Parks and Recreation staff be notified of an emergency later than one business day after the closure). Parks and Recreation staff shall then follow the steps outlined in this policy and, if such action is warranted per the chart below, place the closure on the next scheduled Board of Park Commissioners' agenda for consideration.

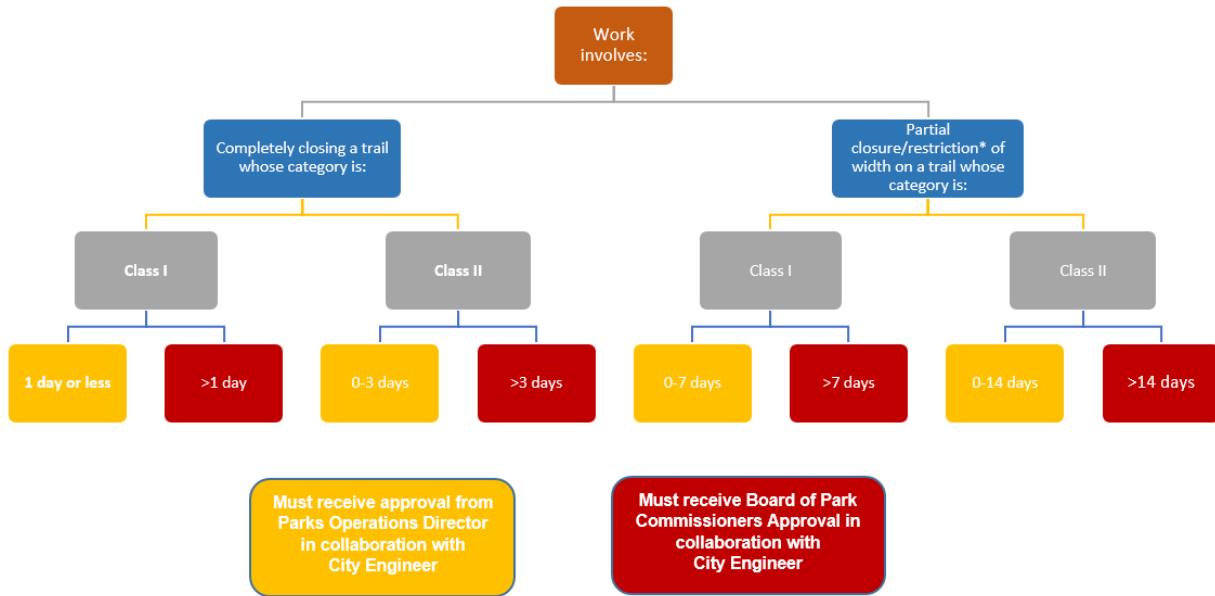


CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities Policies Multi-Use Trail Design & Operations– 13210

Date: February 7, 2023



* In accordance with ADA guidelines, at least a 5-ft wide section of trail must remain open during partial closures.



STAFF REPORT

Agenda Item: A-13 Date: 2-22-2022

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: February 28, 2023
SUBJECT: SERVICE CONTRACT WITH CASSADY ELECTRIC FOR PLACEMENT OF ELECTRICITY IN THE FARMERS' MARKET SHED

Recommendation

Staff recommends the approval of a service contract with Cassady Electric Contractors, Inc for no more than \$1200 to be paid out of the Farmers' Market Non-Reverting Fund and line 201-18-186503-53650.

Background

Cassady Electrical Contractors has great knowledge of the electrical set up in the Showers Common Parking Lot, due to their work with the Taste of Bloomington. Cassady Electrical Contractors will run electricity from the power source near the Depot Building and add a light and outlet in the Farmers' Market Shed. The addition of a light will provide a safer and better work environment for staff on the early Market mornings and as supplies get returned in the evenings. Staff have been in contact with Public Works on this project since some work will be done on Public Works property.

RESPECTFULLY SUBMITTED,

Leslie Brinson, Community Events Manager

2023-January

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

Cassady Electrical Services, Inc

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Cassady Electrical Service, Inc ("Contractor").

Article 1. Scope of Services. Contractor shall provide **trench underground wiring in the Showers Building parking lot from the hand hole next to the depot building to the shed. Contractor shall then install a 4' LED strip fixture and a GFCI receptacle ("Services"). The charge for this service will not exceed One Thousand Two Hundred Dollars (\$1,200).**

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 April 1, 2023, 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 Leslie Brinson as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Thousand Two Hundred Dollars (\$1200). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Leslie Brinson, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule. Contractor shall perform the Services according to the following schedule:
Cassady will begin Services in March and will complete Services by April 1, 2023.

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

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

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

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

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

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

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

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: Leslie Brinson, 401 N. Morton, Bloomington, IN 47404. Contractor: Cassady Electrical Services, Inc, Attn: Shawn Trendelman, 5600 W. State Road 46, 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

Cassady Electrical Contractors, Inc

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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

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

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

EXHIBIT "B"

AFFIDAVIT REGARDING NON-COLLUSION

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

_____ has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by _____, 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.

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

Dated this _____ day of _____, 2023.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____
_____, 2022.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



STAFF REPORT

Agenda Item: A-14 Date:

Administrator Review\Approval

TO: Board of Park Commissioners
FROM: Kevin Terrell
DATE: February 28, 2023
SUBJECT: COMMERCIAL SERVICE EMERGENCY REPLACEMENT OF WATER
HEATER AT BANNEKER COMMUNITY CENTER

Recommendation

Staff recommends approval of payment to Commercial Services for the emergency installation of a new energy efficient tankless water heater at Banneker Community Center. The cost was \$3,750 and was paid out of account 200-18-187500-52310.

Background

The water heater at Banneker Community Center was old and severely rusted. It began leaking from the bottom, flooding the storage room area and forcing staff to turn off hot water in the building. Commercial Services was already in the building installing an exhaust vent in the kitchen and was able to turn their attention to the removal and replacement of broken water heater. This fixed that problem and enabled Banneker to have hot water for all building purposes, including our kitchen.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "K Terrell", written over a horizontal line.

Kevin Terrell, Banneker Community Center Facility/Program Coordinator

2023-January

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Commercial Services of Blgtn, Inc
FOR
Emergency installation of new water heater**

This Agreement, entered into in February 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Commercial Services of Blgtn, Inc ("Contractor").

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before February 2023 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Three thousand, seven hundred fifty dollars (\$3750). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Kevin Terrell
City of Bloomington Parks and Recreation
930 West 7th Street, Bloomington Indiana, 47402.

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be

named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

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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.

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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	Commercial Service of Blgtn, Inc
Attn: Kevin Terrell	Attn: Adam Sater
930 West 7 th Street	P.O. Box 91
Bloomington Indiana 47402	Bloomington Indiana 47402

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

Commercial Service of Blgtn, Inc

Beth Cate, Corporation Counsel

Adam Sater, Vice President-Commercial Operations

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:

Supply and install a new Navian 240S2 tankless water heater.

Removed and disposed of old existing water heater.

Used existing metal flu pipe as a chase to install new PVC exhaust.

Connected to existing water lines, and to the gas line.

EXHIBIT B

“Project Schedule”

Water tank has been installed and all work as stated above has been completed.

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

9
Mid Service Contract

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 _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commercial Service of Blgtn, Inc.
P.O. Box 91
Bloomington, IN 47402
(812) 339-9114 office
(812) 339-4897 fax
www.commercialservice.com

Invoice

Number	Date
S244531	01/31/23

BILL TO: #6

BLOOMINGTON PARKS & RECREATION
Attn: Barb Dunbar
P.O. BOX 848
BLOOMINGTON IN 47402

SERVICE PERFORMED AT:

BANNEKER COMMUNITY CENTER-MAINTENANCE
930 W 7TH ST
BLOOMINGTON IN 47404

Site # : 6-004

Return this portion with payment

Amount Paid: _____

Work Order Date	Call Slip Number	P.O. Number	Salesman	Terms	Contract #	Batch #
01/30/23	254512		MG	10	C	

DESCRIPTION

Continued from page 1

1 3/4 BLK 150 MI TEE
1 3/4 GAS BALL VALVE
10 2 X 10 S40 PE PIPE
1 3/4 X 20 STRGHT WHT TUBE
1 ISO KIT FOR TANKLESS
1 TANKLESS S2SERIES
1 2 CONCENTRIC VENT
1 1/2 SXF PVC40 ADPT
2 1/2 SXS PVC40 90 ELL
2 1/2 X 1/2 STRT CPLG LF
10 1/2 X 20 S40 BE PIPE

TECH	DATE
4JMH	01/30/23
4JMH	01/30/23
9CMP	01/30/23
9CMP	01/30/23

Thank You !

AS AGREED 3750.00

TOTAL \$ 3,750.00

PO# 1119
200-18-187500-52310
\$ 3750.00
2/2/23

RECEIVED
2/2/23

Commercial Service of Blgtn, Inc.
P.O. Box 91
Bloomington, IN 47402
(812) 339-9114 office
(812) 339-4897 fax
www.commercialservice.com

Invoice

Number	Date
S244531	01/31/23

BILL TO: #6

BLOOMINGTON PARKS & RECREATION
Attn: Barb Dunbar
P.O. BOX 848
BLOOMINGTON IN 47402

SERVICE PERFORMED AT:

BANNEKER COMMUNITY CENTER-MAINTEN/
930 W 7TH ST
BLOOMINGTON IN 47404

Site # : 6-004

Return this portion with payment

Amount Paid: _____

Work Order Date	Call Slip Number	P.O. Number	Salesman	Terms	Contract #	Batch #
01/30/23	254512		MG	10	C	

DESCRIPTION

Trouble Code: PLB - PLUMBING CALL

Supply and install a new Navian 240S2
tankless water heater per quote. 3750.00
Call Kevin @ 812-349-3734 enroute

BRAND [MODEL # / SERIAL #] SERVING AREA
1/30/23 JMH Removed old electric water heater and
replaced with new tankless heater. Hooked all up
and tested. It was working properly.

20 3/4 X 20 PEX WHITE TUBING
1 1-1/4 XCLS STD BLK NIP
1 3/4 XCLS STD BLK NIP
1 3/4 X 18 STD BLK NIP
1 BLK 3/4 UNION
2 SHARKBITE 3/4 COUPLING
6 120-3/4 DBL HOLE COPPER TUBE S
4 300-PVC-2IN HXH 1/4 BEND
4 321-PVC-2IN HXH 1/8 BEND
12 3/4 PEX 90 ELL
2 3/4 PEX X MIP ADAPT
1 3/4 BLK 150 MI UNION CN
1 3/4 BLK 150 MI CAP
1 1-1/2 X 3/4 BLK 150 MI CPLG CN
1 1-1/4 X 3/4 BLK 150 MI CPLG CN
4 3/4 BLK 150 MI 90 ELBOW

Continued on page 2



STAFF REPORT

Agenda Item: A-15 Date: 2-22-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Kevin Terrell, Banneker Program and Facility Coordinator
DATE: February 28, 2023
SUBJECT: EMERGENCY INSTALLATION OF NEW POWER OUTLET AT BANNEKER COMMUNITY CENTER

Recommendation

Staff recommends approval of payment to Cassady Electric for the emergency installation of a new 110v outlet at Banneker Community Center. The total cost was \$293.27 and was paid out of account 200-18-187500-52310 = \$8.27 and 200-18-187500-53990 = \$285.00.

Background

A new outlet was needed for the emergency replacement of the broken water heater. Because a new energy efficient tank less water heater was installed, a new outlet was required.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to be "K Terrell", written over a horizontal line.

Kevin Terrell, Banneker Program and Facility Coordinator

2023-January

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Cassady Electrical Contractors Inc
FOR
Power receptacle for new water heater**

This Agreement, entered into in February 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Cassady Electrical Contractors Inc. (“Contractor”).

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before February 2023, or unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Kevin Terrell, as the Department’s Project Manager. Contractor agrees that any information or documents, 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 Two hundred, ninety three dollars and twenty seven cents (\$293.27). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Kevin Terrell
City of Bloomington Parks and Recreation
930 West 7th Street, Bloomington Indiana, 47402.

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, 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.

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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.

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Department:

Contractor:

City of Bloomington Parks and Recreation	Cassady Electrical Contractors Inc
Attn: Kevin Terrell	Attn: Melissa LaClair
930 West 7 th Street	P.O. Box 53
Bloomington Indiana 47402	Ellettsville In 47429

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

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

Cassady Electrical Contractors Inc.

Beth Cate, Corporation Counsel

Melissa LaClair, office manager

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:

Supply and install new power outlet/receptacle for tankless water heater to be plugged in to.

EXHIBIT B

“Project Schedule”

Outlet was installed prior to water tank being delivered, tankless tank is now installed and working properly.

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Cassady Electrical Contractors Inc.

PO Box 53

Ellettsville, IN 47429

812-332-7361 Fax: (812) 336-5232

INVOICE

Page 1 of 1

Invoice No: 30610
Invoice Date: 1/31/2023
Due Date: 3/2/2023

Customer Job #:
Customer Order #:

BLO040

Bill To: BLOOMINGTON PARKS & RECREATION
401 N MORTON
SUITE 120
BLOOMINGTON, IN 47404-0484

Site: BLOOMINGTON PARKS & RECREATION
BANNAKER YOUTH CENTER
930 W. 7TH STREET
BLOOMINGTON, IN 47404

WKS: 18400

Job Info: D013560 - BLOOMINGTON PARKS & RECREATION
WORK COMPLETED AT BANNAKER YOUTH CENTER- INSTALLED NEW RECEPTACLE FOR WATER HEATER

LABOR

Hours	Trade Description	Earn Code	Unit Price	Price
3.00	JOURNEYMAN	REG	95.00	285.00

MATERIAL

Quantity	UM	Description	Unit Price	Price
2.00		SINGLE MC CONN	3.02	6.03
2.00		12/2 MC CABLE	1.12	2.24

Shawn Tremblen
Melissa Laclair @ cassady
electric.com

RECEIVED
1/31/23

PO #1049
200-18-187500-52310 = 8.27
200-18-187500-53990 = \$285
293.27

2/2/23

Thank you for your business!

Labor:	285.00
Material:	8.27
Subcontractor:	0.00
Equipment:	.00
Miscellaneous:	0.00
Subtotal :	293.27
Sales Tax :	0.00
Amount Due :	293.27



STAFF REPORT

Agenda Item: A-16 Date: 2-22-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: February 28, 2023
SUBJECT: AQUATIC CONTROL VEGETATION MANAGEMENT AT
MILLER-SHOWERS PARK

Recommendation

Staff recommends approval of this contract with Aquatic Control for nuisance and invasive aquatic vegetation management at Miller-Showers Park. Funding source: 200-18-189500-53990 \$4327.00

Background

Miller-Showers Park underwent a significant facelift, from 2001 - 2004, that transformed the nine acre area from an often flooded and little-used strip of land to a state-of-the-art stormwater retention facility and beautiful gateway to the city of Bloomington. The Park's three large holding ponds retain stormwater that drains from more than 170 acres of downtown Bloomington.

As a result of excessive nutrient input from this urban watershed, Miller-Showers Park suffers from over growth of nuisance aquatic vegetation that is both unsightly and detrimental to the overall water quality of the ponds. Aquatic Control will perform Clean Lake Maintenance Program activities on the three (3) open pools at Miller-Showers Park throughout the 2023 growing season to manage this nuisance aquatic vegetation and any invasive vegetation (i.e. Curly-leaf pondweed) present. This includes biweekly inspections and treatment as needed, April through September.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, Urban Greenspace Manager
Form Revised 1.22

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

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and AQUATIC CONTROL, INC ("Contractor").

Article 1. Scope of Services. Contractor shall provide aquatic vegetation management services, including biweekly inspection of three ponds between April and September 2023, with treatment as necessary to mitigate nuisance aquatic vegetation, at Miller-Showers Park ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Three Hundred Twenty Seven Dollars and Zero Cents (\$4,327.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joanna Sparks, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Program to include a biweekly (every other week) inspection of 3 ponds with treatment as necessary to maintain acceptable control of nuisance and invasive aquatic vegetation during the contract period: April through September, 2023. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination. In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein. The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

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

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: Joanna Sparks, 401 N. Morton, Bloomington, IN 47404. Contractor: Aquatic Control, INC, Attn: Jimmy Ferguson, 418 W. State Road 258, Seymour, IN 47274. 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

AQUATIC CONTROL, INC

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

James B. Ferguson II, Seymour Pond Maintenance Supervisor

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2023.

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-17 Date: 2-22-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: February 28, 2023
SUBJECT: BACKFLOW PREVENTION DEVICE MAINTENANCE AND TESTING

Recommendation

Staff recommends approval of this contract with Harrell Fish, Inc for Backflow Prevention Device maintenance and testing. Funding source: 200-18-189500-53990 \$4999.00

Background

Harrell Fish, Inc will provide maintenance and repair services for the Backflow Prevention Devices (BPD) used at multiple locations for the landscaping irrigation systems on an as needed basis. They also provide required annual testing of the BPDs. They have provided quality service to the Operations Division for several years.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, Urban Greenspace Manager

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

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and HARRELL FISH, INC ("Contractor").

Article 1. Scope of Services. Contractor shall provide maintenance and repair services for the Backflow Prevention Devices (BPD) used at multiple locations for the landscaping irrigation systems on an as needed basis. Specific scope for repairs will be approved in writing individually. They will also provide required annual testing of the BPDs. ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Ninety Nine Dollars and Zero Cents (\$4,999.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joanna Sparks, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule. Contractor shall perform the Services according to the following schedule:
On an as-needed basis.

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

Article 7. Termination. In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein. The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

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

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: Joanna Sparks, 401 N. Morton, Bloomington, IN 47404. Contractor: Harrell Fish, Inc., Attn: Steve Dawson, PO Box 1998, Bloomington, IN, 47402. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 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

HARRELL FISH, INC.

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Steve Dawson, President & CEO

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2023.

Harrell Fish, Inc

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-18
Date: 2-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Scott Pedersen, Youth Sports Coordinator
DATE: February 28, 2023
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH THE
BLOOMINGTON JUNIOR LEAGUE BASEBALL ASSOCIATION**

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 practice only at Bryan Park fields #1 and #2 Monday through Saturday beginning in June and ending in October. BJLBA offers a regular season and a fall season. Projected revenue is approximately \$35,000.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Scott Pedersen", written over a light gray rectangular background.

Scott Pedersen
Youth Sports Coordinator



COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this 21st day of March, 2023, 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 shall 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 shall 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, 2023, 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 shall 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 shall be communicated on the hotline.
- i. Provide four hitting tunnels. Each tunnel shall be divided and consist of two pitching/hitting stations. Parks shall 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 shall be on-site at Bryan Park. BJLBA is encouraged to provide a Standard 1st aid and CPR certified supervisor at this facility which is open to the public.
- k.. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis, as well as additional maintenance support staff as needed to perform other repairs, tasks and services.
- l. Provide the services of the Youth Sports Coordinator as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- m. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.

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

- a. Maintain close contact with the Youth Sports Coordinator and appoint this person as Parks

liaison to BJLBA's policy making board.

- b. Consider and discuss with BPRD the wear and tear from BJLBA use in regards the depreciation of tunnel netting
 - c. Have each head coach obtain the Babe Ruth Coaching Education program requirements. This is a lifetime certification.
 - d. 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, shall result in charge for initial reservation. Failure to pay fees by the date specified on invoices shall result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow, the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)
 - e. List the Parks and Recreation Department on all publicity and promotional materials developed by BJLBA as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to the Parks and Recreation Department's Youth Sports Coordinator for approval prior to distribution to the public.
 - f. Refer any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues to Parks on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
 - g. Obtain legally binding liability waivers from all participants which release the City of Bloomington ("City"), 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 harmless from any and all such claims.
 - h. Name the City as additional insured on its general liability policies and shall provide Parks with certificate of insurance prior to May 1, 2023.
5. **Behavior.** The staff and personnel involved in this agreement shall 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. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it shall 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
Mark Wynalda
(812)381-5971

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

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

Mark Wynalda
(812)381-5971

Scott Pedersen
Youth Sports Coordinator
(812) 349-3774

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

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

- 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.

12. Additional Agreements (New for 2023)

- a. Light field work is permissible by BJLBA, subject to the provisions listed herein. Should BJLBA want to do light fieldwork that is not covered under this Agreement, they shall first seek permission from a Parks Department representative.
- b. No motorized equipment may be used by BJLBA; only City employees may operate motorized equipment.
- c. BJLBA may use rakes and non-motorized, hand held equipment.
- d. BJLBA is not authorized to use Diamond Dry. City staff shall be solely responsible for any decisions on whether, when, and how to use Diamond Dry.
- e. Any needles found must be reported to City staff and City staff shall discard it according to the correct procedures.

- f. The city shall pay for Wi-Fi as it pertains to Timetrack for city employees and BJLBA Concession via Cradlepoint. This includes equipment, monthly fees, and the initial cost to provide internet at Winslow (junior side only).
- a. The city shall not pay for Wi-Fi capabilities on the senior side.
- b. Wi-Fi shall be used only by City employees for Timetrack and by BJLBA concession use. BJLBA shall only give Wi-Fi passwords to BJLBA representatives that must have access to Wi-Fi to operate the concessions.
- c. Spectators shall not be allowed Wi-Fi use; BJLBA shall not provide Wi-Fi to spectators.
- d. Parks shall be responsible for all Wi-Fi issues, including maintaining the hardware used to distribute the Wi-Fi (e.g., modems and routers).
- e. BJLBA is responsible for maintaining all of their equipment related BJLBA concessions (e.g., credit card readers).

IN WITNESS WHEREOF, the parties hereto sign this Partnership Agreement on the day and date first stated above.

BJLBA

By: _____
Mark Wynalda, President

BLOOMINGTON PARKS AND RECREATION

By: _____
Paula McDevitt, Acting Director
Bloomington Parks and Recreation

Kathleen Mills, President
Board of Park Commissioners

Beth Cate, Corporation Counsel
City of Bloomington



STAFF REPORT

Agenda Item: B-1 Date: 2-22-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: February 28, 2023
SUBJECT: BRAVO AWARD – AMANDA GHAFFARIAN

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Amanda Ghaffarian with the February Bravo Award.

Background

Amanda Ghaffarian has been a loyal community events volunteer since September 2022. Despite her relative short amount of time as a Parks volunteer, she has made a great impact by volunteering for a total of 7 events for almost 27 hours in only 5 months.

At our Skate and Scare event in October at Frank Southern, she worked with Indiana University R410 students and other IU clubs to help turn the locker rooms and showers into a haunted house that hundreds of kids and teens in the community were able to enjoy. Most notably, she volunteered for both shifts at our Winter Lights, December Nights event in Switchyard Park, hardly ever taking a break, even when it was (quite literally) freezing cold outside.

We are extremely grateful for Amanda's service to our department and we're excited to work with her more in the future!

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Emily Buuck".

Emily Buuck, Community Relations Coordinator

2023-January



STAFF REPORT

Agenda Item: B-3 Date: 2-22-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Sasha Kuznetsov
DATE: February 28, 2023
SUBJECT: INTERN INTRODUCTION

Recommendation

This report is for the information of the Board.

Background

Sasha Kuznetsov is a fourth year undergraduate student at the School of Public Health at Indiana University, pursuing a Bachelor's degree in Fitness and Wellness. She attended Gregory Hancock Dance Academy in Carmel, Indiana for over ten years from the age of seven to eighteen years old. She then found her passion for yoga and now is a certified yoga instructor.

Sasha is interested in helping others become more active outdoors and finding ways to make physical activity more enjoyable for people of all ages and abilities. She views access to natural resources as a fundamental part of the health and wellbeing of all people. As a Parks and Recreation Intern, she strives to gain more knowledge on the management of the parks and how community wellness can be incorporated more into program planning. In her free time, Sasha enjoys going to the gym, doing yoga, reading, and journaling.

RESPECTFULLY SUBMITTED,

A handwritten signature in dark ink that reads "S. Kuznetsov". The signature is written in a cursive, flowing style.

Sasha Kuznetsov



STAFF REPORT

Agenda Item: C-2 Date: 2-22-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Becky Higgins, Recreation Services Division Director
DATE: February 28, 2023
SUBJECT: PARTNERSHIP/GRANT WITH AREA 10 ON AGING, ENDWRIGHT EAST

Recommendation

Staff recommends approval of the partnership/grant agreement with Area 10 on Aging. Funding source is Parks GF Administration account (200-18-181000-53990) in the amount of \$20,000.

Background

Due to the popularity, community support and senior participation, the department would like to continue support of Area 10 Endwright East Active Living Community Center in 2023 through a \$20,000 grant. The funding for operations will be provided through Parks Administration GF budget.

Below is the table for the 2022 period of membership and usage. Note that they continued to offer and have widely used virtual and mixed programming for Endwright East.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Becky Higgins". The signature is written in a cursive, flowing style.

Becky Higgins, Recreation Services Division Director

	Jan 22	Feb 22	Mar 22	Apr 22	May 22	June 22
Cumulative Membership	60	623	642	665	679	685
Daily in-person usage per month	203	280	368	302	286	276
	July 22	Aug 22	Sept 22	Oct 22	Nov 22	Dec 22
Cumulative Membership	709	718	728	742	755	770
Daily in-person usage per month	272	343	352	331	406	425

** Note that these numbers are for in person visits only and do not include virtual attendance.



GRANT PARTNERSHIP AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2023 by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Area 10 Agency on Aging (“Area 10”).

WITNESSETH:

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

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

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

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

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

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

1. PURPOSE OF AGREEMENT

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

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from February ___, 2023 – January 31, 2024, unless early termination occurs as described in paragraph 9, below.

3. FUNDING

BPRD agrees to provide funding to Area 10 up to and not to exceed Twenty Thousand dollars (\$20,000) to be used exclusively for activities described below in paragraphs 4 and 5, and subject to the terms of this Agreement.

4. AREA 10 ENDWRIGHT EAST ACTIVE LIVING COMMUNITY CENTER

The goal of Endwright East is to provide supportive community space for older adults with quality programming and social engagement.

i. Programming:

- a. Serve as the location (College Mall) for Endwright East Tuesdays and Thursdays 10am – 3pm January 2023 through January 2024.
- b. Provide program administration and on-site supervision for all operations.
- d. Seek grant funding for the continuation and growth of Endwright East programs.
- e. Coordinate health, wellness, and social programming in response to members' interests.
- f. Maintain the authority to manage activities and to collect and retain fees as necessary to maintain facility operations.

ii. Facilities Management:

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

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

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

5. BLOOMINGTON PARKS AND RECREATION

The goal of BPRD is to provide recreational activities for senior citizens. BPRD agrees to provide:

Operational Assistance:

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

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

Payments:

- a. BPRD shall pay Area 10 up to the amount of Twenty Thousand Dollars (\$20,000) during the term of this Agreement.
- b. Payments shall be made triannual, i.e. January-April, May-August, September-December.
- c. Area 10 shall invoice BPRD within 30 days of the end of each quadtrimester. Invoice shall include summary expense and revenue categories for the four-month period. Invoice for the last quadtrimester shall be sent to BPRD by December 10th for final payment. No invoices will be accepted after December 10th. Payment will be put through before the end of the year.

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

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

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

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

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

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

Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, Area 10 shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Area 10 fulfills this requirement through its co-

employer relationship with WorkSmart, who complies with E-Verify requirements. The Contractor is not required to continue this verification if the E-Verify program no longer exists. The Contractor shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.

7. INSURANCE

Area 10 shall furnish Parks with a certificate of insurance upon execution of this partnership Agreement. Area 10 shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) for bodily injury per person in any one occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and Area 10 as insured parties. Area 10 and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

8. NOTICE AND AGREEMENT REPRESENTATIVES

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

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

Bloomington Parks and Recreation
Paula McDevitt, Division Director
401 N. Morton, Suite 250
Bloomington, IN 47402
(812) 349-3711

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

Area 10 Agency on Aging
Na’Kia Jones, Endwright Center
631 W. Edgewood Dr.
Ellettsville, IN 47401
(812) 876-3383

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

9. TERMINATION

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

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

reasonable alternative means of performance under the Agreement. Parks shall notify Area 10 of any such termination and the reasons therefor in writing.

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

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

Area 10 Agency on Aging

Chris Myers, CEO

Beth Cate, Corporation Counsel

Paula McDevitt, Administrator

Kathleen Mills, President
Board of Park Commissioners

Exhibit A

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (business name)
2. _____(Business Name), employer of the undersigned/owner/partner has contracted with or is seeking to contract with the City of Bloomington to provide services;
3. _____(Business Name), employer of the undersigned/owner/partner, is enrolled in and participates in the E-Verify program.
4. The undersigned is authorized by _____(Business Name), to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, _____(Business Name) does not knowingly employ an "unauthorized alien," as defined at 8 U.S.C. §1324a. (h)(3).

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 _____, 2022.

Notary Public

Printed name

Residing in _____ County

My Commission Expires:_____

Exhibit A

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the Executive Director of Area 10 Agency on Aging.
(job title) (business name)
2. Area 10 Agency on Aging (Business Name), employer of the undersigned/owner/partner has contracted with or is seeking to contract with the City of Bloomington to provide services;
3. Area 10 Agency on Aging (Business Name), employer of the undersigned/owner/partner, is enrolled in and participates in the E-Verify program.
4. The undersigned is authorized by Area 10 Agency on Aging (Business Name), to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, Area 10 Agency on Aging (Business Name) does not knowingly employ an "unauthorized alien," as defined at 8 U.S.C. §1324a. (h)(3).

Chris Myers
Signature

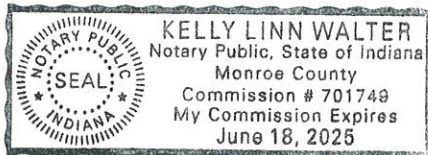
Chris Myers
Printed name

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Chris Myers and acknowledged the execution of the foregoing this 14th day of February, 2023.



Kelly Linn Walter
Notary Public
Kelly L Walter
Printed name

Residing in Monroe County

My Commission Expires: 6/18/25



STAFF REPORT

Agenda Item: C-3 Date: 2-22-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: February 28, 2023
SUBJECT: PARTNERSHIP AGREEMENT WITH VISIT BLOOMINGTON

Recommendation

Staff recommends the approval of a partnership agreement with Visit Bloomington for the coordination of a three part concert series to take place at Switchyard Park during the months of June, July and August. The partnership agreement does not include a monetary exchange.

Background

The Parks and Recreation Department will be working with Visit Bloomington on a Thursday Night Concert Series at Switchyard Park. The partnership agreement outlines the responsibilities of each partner for the three concert nights. There will be no monetary exchange, but each representative will have responsibilities during the planning stages and on site at each program. The Parks and Recreation Department will be responsible for the concert venue (SYP Main Stag), food and alcohol and Homeland Security Permits. Visit Bloomington will be responsible for all aspects of the entertainment, security and additional portlets for each event. The Parks and Recreation Department has a long standing relationship with Visit Bloomington and look forward to bringing a new concert series to Switchyard Park.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Leslie Brinson". The signature is written in a cursive, flowing style.

Leslie Brinson, Community Events Manager

2023-January



COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this _____ day of _____, 2023, by and between the Bloomington Parks and Recreation Department (BPRD), and Visit Bloomington.

WHEREAS, there is a need for a music event that would provide a tourism opportunity that would bring visitors to the community and drive economic growth: and,

WHEREAS, the BPRD and Visit Bloomington desire to cooperate in the provision of a Thursday night summer concert series called Switchyard Park Thursday Night Summer Concert Series; and,

WHEREAS, Visit Bloomington 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 other 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 a Thursday night concert series at Switchyard Park that would promote and grow the quality of live music and the music industry in Bloomington and Monroe County and create awareness for Bloomington as a music destination.

2. Duration of Agreement:

This Agreement commences on March 1, 2023 and expires on September 30, 2023 unless terminated earlier as provided under Article 7.

3. Bloomington Parks & Recreation

The goals of BPRD are to partner with other community agency(s) and provide an opportunity for the Bloomington community to participate in a free and accessible summer concert series. The series, to be held at Switchyard Park, on Thursday, June 15th, Thursday, July 20th and Thursday, August 24th.

BPRD agrees to:

3.0 Provide Switchyard Park Main Stage and Main Performance Lawn at no cost for the events listed above.

3.1. Include Switchyard Park Thursday Night Concert Series on our Homeland Security Event and Amusement application for Switchyard Park.

3.2. Create and assist with the distribution of promotional materials to include flyers, social media posts and inclusion in the Parks and Recreation Summer Concert Series promotions.

3.3. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.

3.4. Promote the Switchyard Park Thursday Night Summer Concert Series at other concerts and BPRD events prior to the event.

3.5. Provide full-time/part-time staff necessary for the events.

3.6. Assist with providing volunteers if needed.

3.7. Contact, schedule and confirm permits for an Alcohol vendor to provide sales at the events. Provide fencing, tables and chairs for the beer garden area.

3.8. Provide maintenance staff who shall be assigned to maintain and prepare the facility on the day of the events. Additional maintenance support staff needed to perform other repairs, tasks and services shall also be provided.

3.9. Take any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues by referral to BPRD on the designated form within 24 hours of observation.

3.10. Communicate and coordinate with Food Truck Friday organizers to provide multiple food trucks on site during the concerts.

4. Visit Bloomington

The primary goal of Visit Bloomington would be to grow Sunday through Thursday live music events to attract visiting music fans to Bloomington and Monroe County. The higher level goal of Visit Bloomington is to positively impact the local economy, culture, and overall quality of life in Monroe County through tourism development.

Visit Bloomington agrees to:

4.1. Maintain close contact with Leslie Brinson, Community Events Manager, and address any related issues to her attention.

- 4.2. Work with Entertainment Promoter to schedule and organize all Switchyard Park Thursday Night Summer Concert Series entertainers, including payment and rider requirements.
- 4.3. Contract with Sound Engineering Company to provide sound support.
- 4.4. Contract and coordinate payment for Security Company.
- 4.5. Contract and coordinate the delivery and pick up of Port o Potties.
- 4.6. Coordinate with local businesses to provide a location for Shuttle pick up and drop.
- 4.7. Create and distribute marketing materials and include Bloomington Parks and Recreation as an event partner.
- 4.8. Assist in providing volunteers necessary for the event.
- 4.9. Assist with set-up and tear-down of events.
- 4.10. Provide appropriate staffing for each night of the concerts.
- 4.11. Visit Bloomington 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 (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and Visit Bloomington shall provide Parks with a certificate of insurance prior to the concerts under this agreement. Visit Bloomington and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

5. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership between Visit Bloomington and BPRD for the Switchyard Park Thursday Night Summer Concert Series.

BPRD and Visit Bloomington agree to:

- 5.1. Share all marketing/promotional material between both partners involved **prior to** any advertising.
- 5.2. Coordinate safety management and regulate visitor flow.
- 5.3. Coordinate acknowledgement and thank yous for sponsors.
- 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 possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code

14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article (including alcohol) is expressly prohibited without a Special Use Permit.

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 and Recreation
Becky Higgins, Recreation Services Director
P.O. Box 848,
Bloomington, IN 47402
(812) 349-3713

Visit Bloomington
Mike McAfee
2855 N. Walnut Street
Bloomington, IN 47404
(812) 334-8900

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

Bloomington Parks and Recreation
Leslie Brinson, Community Events Manager
(812) 349-3715

Visit Bloomington
Mike McAfee
(812) 334-8900

7. Termination:

This Agreement may only be terminated by mutual written agreement of all partners.

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

City of Bloomington

Visit Bloomington

Beth Cate, Corporation Counsel

Mike McAfee

City of Bloomington Parks and Recreation

Paula McDevitt, Director

Kathleen Mills, President
Board of Park Commissioners

APPENDIX A-1

STATE OF INDIANA
SS:
COUNTY OF _____

AFFIDAVIT

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

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

2. The company named herein that employs the undersigned:

- 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 _____, 2023.

Notary Public

Printed name

My Commission Expires: _____



STAFF REPORT

Agenda Item: C-4 Date: 2-22-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Clarence Boone, Farmers' Market Coordinator
DATE: February 28, 2023
SUBJECT: REVIEW/APPROVAL OF FARMERS' MARKET ADVISORY COUNCIL APPOINTMENT

Recommendation

Staff recommends the appointment of Ben Gardner to the Farmers' Market Advisory Council.

Background

The Farmers' Market Advisory Council consists of 11 members representing Market vendors, customers and food and beverage artisans. The Council acts in an advisory capacity to the Board of Park Commissioners and Park staff on policy matters relating to the Farmers' Market. There is one food and beverage position and one customer representative position open. We received three applications.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script that reads "Clarence W. Boone".

Clarence Boone, Farmers' Market Coordinator

2023-February

Ben Gardner**Email**

benagard@iu.edu

Phone Number

13092423358

Address

1927 S. High St

City

Bloomington

Zip

47401

Do you live in the city limits?

Yes

Occupation

Academic Advisor

How did you hear of this opening?

Other

If other, please describe:

Residents Academy / Angela Van Rooy

Please explain your interest

I am interested in getting involved in city governance in Bloomington. The Bloomington Arts Commission and Farmer's Market Advisory board align most with my experience and interest in getting involved to start. I recently completed the Resident's Academy with Angela Van Rooy and it solidified my desire to serve the community in some capacity!

Please describe your qualifications

I am an multimedia artist and writer that moved to Bloomington this summer from Des Moines, Iowa where I was a Professor of Art and Design at Drake University for 14 years. I served as Chair of the Department of Art and Design for three years and was a visiting evaluator for the National Association of Schools of Art and Design, an accreditation organization. I also served on a number of advisory boards in Des Moines, including a public art commission for bus stops on Ingersol Ave and as an advisor for a visual arts gallery in the Des Moines Social Club. I've exhibited my artwork nationally and abroad, released music through Neverwood Records, and published short stories in anthologies. I currently own and operate Theurgical Studies Press (with Erik Waterkotte) and Adorcist Books, both involved in small press projects. In terms of the Farmer's Market board, I owned a home bakery in Des Moines, Iowa and started a popsicle business with my spouse. We have always been passionate about local foods and access to the foods, supporting farmers and local producers and also growing our own food in our yard and in community gardens. I have had jobs in the food service industry in the past and am always interested in learning what people are growing, heirloom crops, seed saving, ethnographic botany/agriculture, and how growing food will change with the climate.

Include a resume (optional)

CV_web_2019.pdf

Current Applications

Created	Board/Commission	Expires
11/17/2022	Bloomington Arts Commission	2/15/2023
11/17/2022	Farmers' Market Advisory Council	2/15/2023

Archived Applications

Created	Board/Commission	Archived
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STAFF REPORT

Agenda Item: C-5 Date: 2-22-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: February 28, 2023
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 parks maintenance, landscaping, golf course grounds maintenance and Switchyard Park monitors for an amount not to exceed \$110,380.00.

Funding sources for this partnership program are:

- Parks maintenance: 200-18-189000-53990 \$35,553.00
- Landscaping: 200-18-189500-53990 \$11,851.00
- Golf Course: 200-18-183500-53990 \$7,901.00
- Switchyard Park: 200-18-189006-53990 \$55,075.00

Background

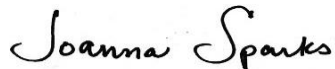
This partnership was piloted in 2017 with focus on the high volume parks in the downtown area including Seminary Park, Peoples Park, Building Trades Park and Rev. Ernest D. Butler Park. It has successfully operated for six years. Golf course and landscaping operations were added to the partnership in 2018 and have also proved to very successful. In 2020 landscaping operations were expanded to include a Switchyard Park crew, as well as adding a playground maintenance crew. The 2020 expansions were funded by Recover Forward funds. In 2021 a Switchyard Park monitor crew were added. This crew was expanded in 2022.

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 at a rate of \$15.29/hour for clients who work in the program. Each of the four 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:

- Park Maintenance – April 3- October 29– F-M – 8am - 2pm
- Landscaping – April 4 - October 26 – T & R – 8am - 12pm
- Golf Course – April 3 – October 29– two days per week– 8am-12pm
- SYP – In-season: (May 26-September 30, 2023) 10am-2:30pm & 4-8:30pm, seven days a week.
- SYP – Off-season: (April 3- May 25, 2023; September 30-December 31, 2023) 10am-1:30pm & 2:30-6pm, seven days a week.

RESPECTFULLY SUBMITTED,



Joanna Sparks, Urban Greenspace Manager



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of ____ 2023, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and, Centerstone of Indiana, Inc. (“CS”).

WHEREAS, BPRD and CS desire to cooperate in a park maintenance crew, landscaping crew, Cascades Golf Course crew, Switchyard Park (SYP) monitor 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, 2023 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. Under the direction of the Operations Superintendent or designee designate Seminary Park, Peoples Park, Butler Park, Building Trades Park, the Waldron, Hill and Buskirk Park and other locations as sites for the park maintenance crew.

- (April 3 – October 29, 2023) 8am-2pm,
Friday – Monday.

2. Under the direction of the Urban Greenspace Manager or designee designate landscaping areas and tasks for the landscaping crew.
 - (April 4 – October 26, 2023) 8am – 12pm, Tuesday and Thursday.
3. Under the direction of the Cascades Golf Course Manager or designee designate ground keeping duties such as landscaping pruning, weed pulling, debris removal, bunker weeding, raking leaves, painting, litter pick-up and other related duties.
 - (April 3 – October 28, 2023) 8am - 12pm, two days per week.
4. Under the direction of the SYP General Manager or designee SYP Monitors will clean and monitor the police substation restroom, spray pad restrooms, and pick up litter in the park.
 - In-season: (May 26-September 30, 2023) 10am-2:30pm & 4-8:30pm, seven days a week.
 - Off-season: (April 3- May 25, 2023; September 30-December 31, 2023) 10am-1:30pm & 2:30-6pm, seven days a week.
5. To provide on-site training for the CS park maintenance, landscaping, Cascades Golf Course and SYP monitor crews.
6. Provide maintenance equipment and supplies necessary to maintain the designated parks, landscaped areas, Cascades Golf Course and SYP areas.
7. Provide personal protection equipment for members for the CS park maintenance, landscaping, Cascades Golf Course and SYP monitor crews.
8. Pay CS invoiced amounts for labor costs of the Parks seasonal employment program. Amounts not to exceed an hourly rate of \$15.29 per hour, plus FICA for park maintenance, landscaping, Cascades Golf Course and SYP monitor crew positions.

4.0 Centerstone:

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

4.2 CS agrees to:

1. Conduct hiring interviews, hire, pay, and assume liability/risk coverage for maintenance crews.
2. Provide the following number of employees per area:
 - Park Maintenance Crew:
 - (April 3-Oct. 29): 2 employees and 1 supervisor; 8am-2pm, Friday – Monday; total of 24 hours per week per employee.
 - Landscaping Crew:
 - (April 4-Oct. 26): 2 employees and 1 supervisor; 8am - 12pm Tuesdays & Thursdays, total of 8 hours per week per employee.
 - Cascades Golf Course:
 - (April 3-Oct. 29): 1 employee and 1 supervisor; total of 8 hours per week per employee.
 - Switchyard Park (SYP) Monitors:
 - In-season (May 26-Sept 30): 1 employee and 1 supervisor; 10am-2:30pm & 4-8:30pm, seven days a week, 9 hours per employee per day.
 - Off-season (April 3- May 25; Sept 30-Dec 31): 1 supervisor, 10am-1:30pm & 2:30-6pm, seven days a week, 7 hours per employee per day.
3. Invoice Parks three times per season for labor costs from April 3 – July 15, July 16 – October 29 and October 30 – December 31 at a reimbursement rate of \$15.29 per hour plus FICA depending on the positions filled and hours worked.
4. Provide separate invoices for each of the four areas: Park Maintenance, Landscaping, Cascades Golf Course and SYP.
5. Provide transportation to the sites (People's Park, Seminary Park, Building Trades Park, Butler Park, the Waldron, Hill and Buskirk Park, Switchyard Park, Parks Operations Center, Cascades Golf Course) and other sites as directed.
6. Provide a Supervisor to transport and supervise each crew on site.
7. Have substitute workers available to fill in or permanently take a spot on the crew.
8. Address behavioral issues that come up at sites.
9. 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, golf course and SYP monitor 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 2024.
- 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

Vanessa Douglas
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

Christina Murphy
645 S. Rogers St.
Bloomington, IN 47403
(812)318-3378

BPRD

Kyle Hudson– Park Maintenance (812)360-4226
Joanna Sparks – Landscaping (812)349-3497
Satoshi Kido – Golf Course (812)349-3712
Hsiung Marler- Switchyard (217)898-6814

7.0 Termination

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

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

8.0 E-Verify and Non-Collusion

8.1 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.

8.2 CS is required to certify that it has not, nor has any other member, representative, or agent of CS, 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. CS shall sign an affidavit, attached hereto as Exhibit B, affirming that CS has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Signed and Agreed to this _____ day of _____, 2023.

CENTERSTONE:

Suzanne Koesel, CEO

Date

CITY OF BLOOMINGTON:

Paula McDevitt, Administrator, BPRD

Date

Kathleen Mills, President,
Board of Park Commissioners

Date

Beth Cate, Corporate Counsel

Date

E-VERIFY AFFIDAVIT

)SS:

AFFIDAVIT

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

)SS:

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2023.

Printed Name of Notary Public

County of Residence: _____

EXHIBIT "B"

AFFIDAVIT REGARDING NON-COLLUSION

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

_____ has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by _____, 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.

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 _____, 2022.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2022.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



STAFF REPORT

Agenda Item: C-6 Date: 2-22-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: February 28, 2023
SUBJECT: VEGETATION MANAGEMENT AT GRIFFY LAKE NATURE PRESERVE,
MILLER-SHOWERS PARK & SWITCHYARD PARK

Recommendation

Staff recommends approval of this contract with Eco Logic, LLC for vegetation management at Griffy Lake Nature Preserve, Miller-Showers Park and Switchyard Park. Funding source: 200-18-189500-53990. Amount not to exceed \$41,759.02.

Background

Eco Logic will be performing follow up vegetation management activities on previous work they performed at all three properties, Griffy Lake Nature Preserve (GLNP), Miller-Showers Park (MSP) and Switchyard Park (SYP). The GLNP project (Schneider parcel) will be follow up herbicide applications for invasive plant management on an area they performed forestry mowing activities in the winter of 2023. The MSP project will be the fifth year they will be performing vegetation management activities implementing the 10 year management plan initiated in 2018. The SYP project is a continuation of maintenance services for the riparian/reforestation plantings, 19.7 acres begun in 2018 (both prior to and during the construction of the Park, Eco Logic has performed invasive management and ecological restoration on the 19.7 acres of SYP included in this contract).

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, Urban Greenspace Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC
FOR
VEGETATION MANAGEMENT AT GRIFFY LAKE NATURE PRESERVE,
MILLER-SHOWERS PARK & SWITCHYARD PARK**

This Agreement, entered into on this ____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Eco Logic, LLC (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to perform vegetation management at Griffy Lake Nature Preserve, Miller-Showers Park and Switchyard Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform these duties (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, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Forty One Thousand Seven Hundred Fifty Nine Dollars and Two Cents (\$41,759.02). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

reasonable alternative means of performance under the Agreement. Parks shall notify Baker Stone Work of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

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

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

Article 28. Living Wage. Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor is determined to be a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

ECO LOGIC, LLC

Spencer Goehl, Owner

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Griffy Lake Nature Preserve (Schneider parcel) Follow up Treatments Project Summary:

Eco Logic proposes to follow up dormant season forestry mowing activities with a foliar herbicide treatment on resprouted vegetation. The treatment should be timed when vegetation reaches 24-30" in height which will be in June - July of 2023. If crews have extra time they will treat invasive targets in adjacent areas with backpack sprayers.

Proposal Price: \$ 4,999.00

Miller-Showers Park Implementation of Year 5 of 10 Year Vegetation Management Plan:

Eco Logic proposes to provide ecological maintenance services for the native plantings at Miller-Showers Park. Bloomington Parks will provide additional labor support throughout the growing season to assist Eco Logic staff.

Includes the following activities:

- 1) APRIL-MAY: 1st Foliar Treatment broadleaf on cool season herbaceous weeds, such as poison hemlock, teasel, sweet clovers, and wild parsnip (All Parcels)
- 2) JUNE-JULY: Foliar broadleaf and invasive grass application. Targets include all NNIS woody species, Canada thistle, crown vetch, Johnson grass, tall fescue, Canada goldenrod etc., (All Parcels)
- 3) AUGUST-SEPTEMBER - 2nd Foliar application non-selective on all vegetation. Includes selective cutting in newly seeded communities to favor the establishing natives. (All Parcels)
- 4) OCTOBER-NOV Fall foliar applications multiple species. (All Parcels)

Proposal Price \$ 8,994.83

Switchyard Park Riparian/Reforestation Maintenance 2023:

Eco Logic proposes to provide maintenance services for the riparian/reforestation plantings, totaling 19.7 acres at Switchyard Park. Eco Logic has been working on invasive management since 2018. Various and numerous invasive species have been targeted and while initial control and follow-up work has been very fruitful, continued work is needed. Most of the target species are under good control. This proposal covers maintenance through the 2023 growing season.

Includes the following activities:

- 1) MAY-JUNE: Target cool season weeds, i.e. poison hemlock, garlic mustard, and other NNIS as needed. (All Parcels)
- 2) JULY-AUGUST: Target reed canary grass, and other NNIS as needed. (All Parcels)
- 3) Early OCTOBER: Target bush and Japanese honeysuckle, wintercreeper, and other NNIS as needed. (All Parcels)
- 4) Includes one deer repellent application timed 2 weeks after leaf out. (All Parcels)

Proposal Price: \$ 27,765.19

Total Proposal Price (all three projects): \$41,759.02

EXHIBIT B

“Project Schedule”

Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

EXHIBIT C
E-VERIFY AFFIDAVIT

AFFIDAVIT

10
Mid Service Contract

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 _____, 2023.

Eco Logic, LLC

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT “E”

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the Owner of Eco Logic LLC.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



STAFF REPORT

Agenda Item: C-7
Date: 2-24-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners, Board of Public Works
FROM: Haskell Smith, Urban Forester
DATE: February 28, 2023
SUBJECT: MEMORANDUM OF UNDERSTANDING WITH DUKE ENERGY FOR THE DUKE RELIABILITY PROJECT PHASE 2

Recommendation

Staff recommends approval of a MOU with Duke Energy Incorporated for the upcoming phase of the “Duke Reliability Project” that will connect the transmission lines between the substation on 14th and Dunn to the substation at 11th and Fairview.

Background

The City previously worked with Duke Energy to negotiate two prior phases of the Duke Reliability Project to improve electric service reliability in Bloomington. Phase 1 was completed in 2019 and Phase 3 is currently underway. More information, including the route map for the new transmission lines, can be found on Duke’s website: <https://www.duke-energy.com/our-company/about-us/electric-transmission-projects/bloomington-rogers-street>. The installation of transmission lines for Phase II will result in the loss of approximately 16 city-owned “street trees.” Duke Energy has agreed to compensate the City \$6,443.20 for the loss of these trees; this money will be used for street trees in Bloomington with a priority focus on replanting as many as possible along this corridor after the conclusion of the project. This fee was negotiated based on the Urban Forester’s assessed value of the trees to be lost based on species, tree health, and the size of the tree’s diameter at breast height (“dbh”).

The project will also necessitate work in the right-of-way and on trails, and this MOU additionally outlines steps Duke Energy will take to coordinate with the City, including the Board of Park Commissioners and Board of Public Works, for closures and other impacts.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Haskell Smith", written over a horizontal line.

Haskell Smith, Urban Forester

2023-January

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF BLOOMINGTON AND
DUKE ENERGY INDIANA, LLC
FOR RESPONSIBILITIES REGARDING THE
“2023 DUKE RELIABILITY PROJECT PHASE 2”**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Bloomington, acting through its Board of Park Commissioners and Board of Public Works (“City”) and Duke Energy Indiana, LLC (“DEI”).

WHEREAS, DEI is engaging in a capital project to connect transmission lines between the intersections of 17th & Jackson Streets and N. Dunn and 14th Streets (the “Project”); and

WHEREAS, the completion of the Project will necessitate location of electric facilities in public rights-of-way (“ROW”) along roads and adjacent to trails; and

WHEREAS, as part of the use of the public ROW, DEI will comply with the City’s permitting process for work within the public ROW, including Maintenance of Traffic plans for land, road, and trail closures. Road closures and restrictions will be approved through the City’s Engineering Department, and trail closures and restrictions will be approved through the Parks and Recreation Department; and

WHEREAS, the City will not unduly or unreasonably interfere with the permitting process as described above; and

WHEREAS, the use of the public ROW will result in the removal of existing trees in the public ROWs which may result in public comments/complaints to DEI or the City; and

WHEREAS, each of the Parties agrees to undertake certain aspects of the work related to the use of the public ROW as set forth below;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration set forth below, which the Parties acknowledge as sufficient, the Parties agree as follows:

1. **DEI OBLIGATIONS**: DEI shall, as part of its work on the Project in the public ROW:
 - a. Issue a press release, prepared in conjunction with the City, that the City has approved the Project’s use of public ROW, the Project itself, including its purpose, scope and impact on the public ROW, and that the Project will necessitate the removal of specified City-owned trees in the public ROW;
 - b. Safely remove all City-owned trees (as identified by the City as City-owned) that in the reasonable exercise of DEI’s judgment must be removed to complete the Project;
 - c. Remove vegetation debris caused by the tree removal work described in subparagraph 1(a);

- d. Grind stumps of any City-owned trees that are removed in accordance with subparagraph 1(a);
- e. Respond to any comments or complaints by the public to DEI about the use of the public ROW for the Project, which responses shall not denigrate or negatively portray the Project, the use of the public ROW, or the City; and
- f. Make a one-time payment of six thousand four hundred forty three dollars and twenty cents (\$6,443.20) to the City within thirty (30) business days of the commencement of the Project construction to assist the City in replanting approved vegetation at the conclusion of the Project, in place of trees removed in accordance with subparagraph 1(a).

2. CITY OBLIGATIONS: The City shall:

- a. Purchase and replant vegetation in the public ROW corridors after the completion of all activities by DEI and its subcontractors, provided that any vegetation the City chooses must meet NESC regulations and DEI vegetation guidelines, with the exception that DEI will permit the City to choose and plant trees pursuant to this Section 2a with a maximum maturity height of twenty feet (20') even though this height varies from the DEI vegetation guidelines;
- b. Remain solely responsible for the care and maintenance of any vegetation planted by it in the public ROW pursuant to this Agreement. However, DEI, in its sole discretion, may maintain, trim or remove such vegetation in the public ROW in accordance with utility vegetation management guidelines; and
- c. Respond to any comments or complaints by the public to the City about the use of the public ROW for the Project, which responses shall not denigrate or negatively portray the Project, the use of the public ROW, or DEI.

3. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. This Memorandum of Understanding will remain valid and in effect for a period of one year from the date of Project commencement of construction.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

CITY OF BLOOMINGTON

DUKE ENERGY INDIANA, LLC

Kathleen Mills, President
Board of Park Commissioners

Dawn M. Brunk, Project Manager, I

Date

Date

Paula McDevitt, Director
City of Bloomington Parks and Recreation

Date

Kyla Cox Deckard, President
Board of Public Works

Date

Beth Cate, Corporation Counsel

Date



STAFF REPORT

Agenda Item: C-8

Date:

Administrator
Review\Approval

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: February 28, 2023
SUBJECT: ENCROACHMENT AGREEMENT FOR 744 S MORTON AVE

Recommendation

Staff recommends approval of an encroachment agreement with the property owners of 744 S Morton Ave.

Background

The property at 744 S Morton Ave is being developed into a residential unit. As part of the planning process, the City's Planning and Transportation department and City of Bloomington Utilities recommended and approved a stormwater discharge pipe to run across Morton Ave and into the stormwater drainage ditch along the west side of the B-Line. This property is maintained by Parks, so an encroachment agreement is necessary to ensure that the property owner maintains responsibility for this infrastructure and that the City has the right to remove it if deemed necessary.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is written in a cursive, flowing style.

Tim Street, Operations and Development Division Director

AGREEMENT REGARDING ENCROACHMENT ONTO THE B-LINE TRAIL

This Agreement Regarding Encroachment Onto the B-Line Trail ("Agreement"), is entered into on this ____ day of _____, 2023.

Samuel DeSollar is the registered agent of Mimimis LLC, a domestic limited liability company registered at 731 E. University Street, Bloomington, Indiana 47401. Mimimis LLC ("Owner") is the owner of real property located at 744 S. Morton St., Bloomington, Indiana 47403 ("Owner's Property"). Owner's Property is immediately adjacent to property owned by the City of Bloomington ("City") known as the B-Line Trail ("City Property"). Owner desires to encroach onto the City Property with a pathway as more specifically depicted in Attachment A, attached hereto and incorporated herein by reference (the "Encroachments").

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

1. If the City or another governmental agency with jurisdiction over the City Property determines that the City Property containing one or more of the Encroachment(s) should be improved to better serve the public, or that other public improvements need to be made on the City Property and the Encroachment(s) interfere with the planned public improvements, the City may require Owner to remove the Encroachment(s).
2. Owner accepts responsibility for all maintenance, repair, and all expenses associated with the Encroachment(s). Owner or Owner's designee shall maintain the Encroachment(s) in good repair and take such other measures as are reasonably necessary to maintain the Encroachment(s) in good, clean condition.
3. The City's approval of the Encroachment(s) does not relieve Owner from any provisions of any applicable zoning ordinance, other ordinance, or statute that may apply, including obtaining any permits necessary to perform the work required to install the Encroachment.
4. The City may alter the terms and conditions of the Encroachment(s) to address unanticipated problems or may even revoke permission to encroach if the City determines the Encroachment(s) are undesirable in terms of the general welfare of the City or City Property.
5. Owner and its successor and assigns understand and agree that if the City or a public utility must work in the area of the Encroachment(s) for any reason, and the Encroachment(s) needs to be altered or removed to facilitate the City's or the utility's work, the removal or alteration of the Encroachment(s) will be at the expense of Owner or its successors or assigns, and the City will not be responsible for any damage which may occur to the Encroachment(s).

6. Owner agrees for itself, and on behalf of all officers, directors, agents, employees, members, successors and assigns of Owner's Property, to release and forever discharge, indemnify and hold harmless the City of Bloomington, its departments, officers, agents, employees, successors and assigns for any and all actions, including attorney's fees, losses or injuries that occur as a result of its use of the City Property. In case any claim or action in court is brought against the City of Bloomington, or an office or agent of the City of Bloomington, for the failure, omission, or neglect of the Owner to perform any of the covenants, acts, matters or things by this agreement undertaken or for injury or damage caused by alleged negligence of the Owner or its agents, employees or subcontractor, the Owner shall indemnify and hold harmless the City of Bloomington and its officers and agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action, including attorney's fees.

7. Owner expressly agrees that this Agreement is intended to be as broad as permitted by law and if any portion is determined to be unenforceable, the remaining provisions shall continue in full force and effect.

8. In the event the Owner sells the Owner's Property during the term of this Agreement, this Agreement will continue under the original conditions and be binding on its successors and assigns. However, if the current Owner or a subsequent owner wishes to change the Encroachment in any way, the Owner must first obtain approval for any change.

9. Owner agrees that no further encroachment may be made upon or in the right of way without first obtaining approval for any additional encroachment.

10. By signing below, Samuel DeSollar represents that they have been fully empowered by proper action of the entity to enter into the agreement and have authority to do so.

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

Mimimis LLC

City of Bloomington, Indiana

By: _____
Samuel DeSollar, Registered Agent
Mimimis LLC

By: _____
Kathleen Mills, President
Board of Park Commissioners

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Sam DeSollar, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2023.

Notary Public Printed Name

Notary Public Signature

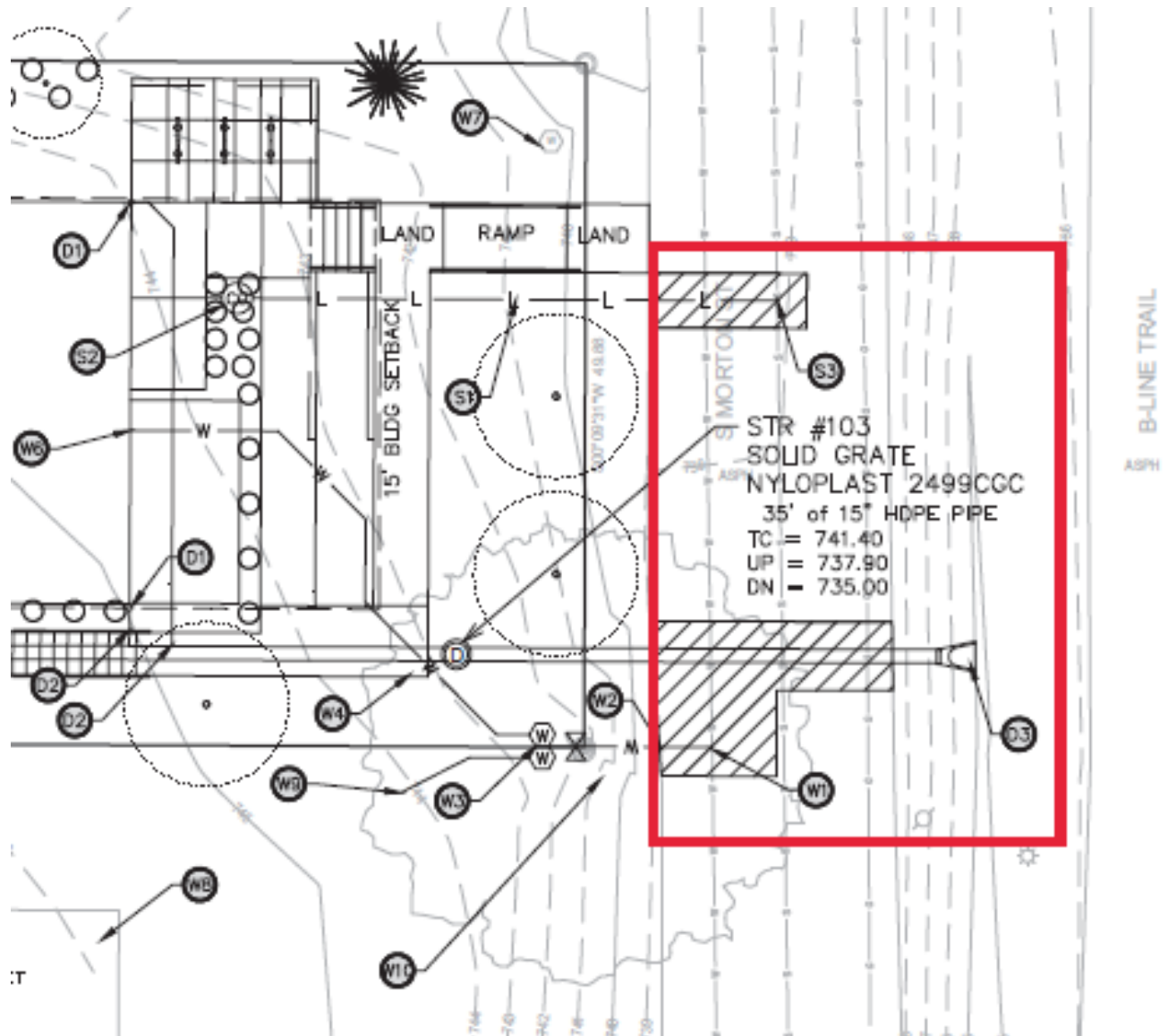
My Commission Expires: _____

County of Residence: _____

Commission No.: _____

ATTACHMENT A

The encroachment for 744 S. Morton St. onto City property (the drainage ditch west of the B-Line Trail) is indicated by the red box on the construction plan below, where D is a 15" HDPE pipe for storm sewer purposes. The pipe will outlet into the drainage ditch via a metal end section.





STAFF REPORT

Agenda Item: C-9 Date: 2-22-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: February 28, 2023
SUBJECT: B-LINE TRAIL CLOSURE REQUEST AT MORAVEC

Recommendation

Staff recommends approval of a trail closure for the City of Bloomington ITS Department's fiber infrastructure repairs.

Background

ITS is requesting a trail closure, with signed detour, of the B-Line where it crosses Moravec. Since this is a City project, Parks staff will assist with the setup of the detour. This project will allow a damaged section of fiber optic conduit to be replaced. The anticipated closure will run from March 1-March 6.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is written in a cursive, flowing style.

Tim Street, Operations and Development Division Director



The City of Bloomington Parks and Recreation Department oversees the operation of multi-use trails throughout the City. Contractors and other parties wishing to conduct work along trails that will require vehicular access and full or partial closures must submit a Trail Closure Application Form and receive authorization from the Department before conducting work. Trail Closure applications will be reviewed by the Parks and Recreation and Engineering Departments for appropriateness, safety measures, and compliance with best practices. Please allow 5-7 business days for a closure application to be reviewed. The applicant must be bonded and insured with the City of Bloomington to obtain permits for work along trail corridors.

Please return this completed form to parks@bloomington.in.gov to the attention of the Operations Director.

Applicant name:	Rob Crank
Company/organization:	J.T.S
E-mail address:	rob.crank@bloomington.in.gov
Phone:	812-369-6345
Trail and location:	B-Line / Moravec way Crossing
Closest street address:	924 Moravec way Bloomington, IN
Closure type:	<input checked="" type="checkbox"/> Full closure <input type="checkbox"/> Partial closure - at least half of trail width or 5 feet (whichever is greater) to remain open
Purpose of work:	Restore broken BDU conduit
Will this project require excavation in or along the trail?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Date range for work:

Identify the exact date or date range during which the work will actually take place. A permit is not officially issued until the staff listed on the permit is contacted regarding the exact date the trail will be closed. If an exact date cannot be given at the time the permit is applied for, you must contact our office 72 hours before a closure begins.

Wed. Mar. 1st — Mon. Mar. 6th 2023

Duration/Time of work (what times & for how long will the trail remain closed?):

Standard closure hours are MON-FRI 9:00AM-3:00 PM and 6:00PM-9:00PM. BMC 14.09.040 allows work from 6am to 10pm without violating the noise ordinance. If exact dates cannot be given on the application, staff must be contacted 72 hours before a closure begins to allow for appropriate notification.

Wed. Mar. 1st 8:00am



Mon. Mar. 6th 5:00pm

No work on weekend.
Plan to put road plate over
crossing to allow traffic
through.

Please explain the measures (cones, barrels, flaggers, Type 3 barricades, etc.) you will take to keep trail users safe:

Fence to block off ~~excavation area~~ excavation area.
trail detour + cones indicators
Anti-Slip mats for detour
Roadplate to cover excavation site.

Note from Parks: this is a City project so Parks will assist with detour setup. Detour will use non-skid plates on both sides of Moravec to provide accessible access to sidewalks going north. Detour signage will direct trail users north to the intersection with Cottage Grove to Cross Moravec and rejoin the trail on the other side.

Is a detour proposed? ☒ Yes ☐ No

If yes, please upload a maintenance of traffic plan/map showing how an alternative route will be routed and signed using MUTCD-approved practices. If e-mailing, you can include this attachment with your e-mail. For certain total trail closures, the applicant must submit a MUTCD-compliant maintenance of traffic plan. Certain closures require Board of Park Commissioners approval, so approval times may vary.

Traffic will be re-routed to a crossing ~ 50' - 75' to the north.
JDH will leave the areas where the sidewalk intercepts the trail to allow
Additional comments can be made below or attached if needed. easy traffic flow on/off the detour.
This ~~closure~~ restoration is intended to support the parks
wi-fi project (Mills pool and Crestmont Park playground)

Permits will be considered expired one year after being issued if work has not begun.

Indemnification Agreement

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damage and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the use of public facilities pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Print Name: Rob Crank

Signature: [Signature]

Date: 2/9/2023

For administration use only (applicable to CLOSURE approval)

Approved by: _____ ☐ Park Board ☐ Parks Ops. Dir. Date: _____

Staff Representative: Tina Street Phone#: 812-349-3700 Date: 2/13/22

Engineering Representative: Paul Kehrberg Phone#: 812-360-5473 Date: 2/15/2023



STAFF REPORT

Agenda Item: C-10
Date: 2-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: February 28, 2023
SUBJECT: ADDENDUM TO CONTRACT WITH SCENIC CONSTRUCTION TO
COMPLETE CHANGE ORDER ONE FOR ROGERS FAMILY PARK

Recommendation

Staff recommends approval of a contract addendum with Scenic Construction Services to complete items identified in Change Order One.

The additional contract amount is not to exceed \$14,340 and will be funded from 176-18-G21005-54310.

Background

This change order for Scenic Construction authorizes several items that came up during construction, including an additional curb for keeping the paver parking lot in place, expanded bench pads for accessibility, and additional required work on drainage issues outside of the floodplain.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is written in a cursive, flowing style.

Tim Street, Operations and Development Division Director

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SCENIC CONSTRUCTION SERVICES, INC.
FOR
CHANGE ORDER ONE FOR ROGERS FAMILY PARK PROJECT**
(Entered in this ____ day of _____, 2023)

WHEREAS, in August 2022 the City of Bloomington Department of Parks and Recreation (the “Department”) and Scenic Construction Services, Inc. (“Contractor”) entered into an Agreement for construction Rogers Family Park (“Agreement”), attached and incorporated into this Addendum as Exhibit B; and

WHEREAS, based on available funding and project needs, an additional scope of work is needed to fix drainage issues and install additional necessary concrete; and

WHEREAS, on February 16, 2023, the Contractor provided a quote for the completion of this change order; and

WHEREAS, it is in the public interest to have this work done; and

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

WHEREAS, pursuant to Article 5 of the 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:

1. **Services:** To amend Article 1 of the Agreement to include the additional scope of work set forth in Exhibit A, attached to this Addendum.
2. **Compensation:** To amend Article 3 of the Agreement to reflect the additional charge of not to exceed fourteen thousand three hundred forty dollars (\$14,340.00).

All terms of the Agreement not expressly modified herein remain in full force and effect.

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

CITY OF BLOOMINGTON

SCENIC CONSTRUCTION

Paula McDevitt, Director
Parks and Recreation Department

Tony Biasi

Kathleen Mills, Park Board President
Board of Park Commissioners

Beth Cate, Corporation Counsel

EXHIBIT A
Additional Scope of Work

West Woods and Other Drainage Improvements

- Cut-up downed trees and clear them from the proposed drainage route through the west woods.
- Excavate a swale that contains the drainage to the west side of the trail; from the roundabout, south to the newly installed boardwalks.
- Plug the existing culvert so that water cannot transfer to the east side of the trail at that location.
- Finish grade the swale and install Bloomington Parks Dept. approved seed, fertilizer, and erosion control blanket with biodegradable netting.
- Install fill soil and seed the low spot on the west side of the trail just north of the pergola.
- Install approximately 120' of drainage pipe from the barn downspouts to the field.

\$ 4,960.00

Bench Pad Extensions

- At two bench pad locations excavate, install stone, and add an additional 3 feet of concrete to the existing pads to accommodate wheel chairs at the end of the benches.
- Dowels will be added to pin the new concrete to the existing pads.

\$ 2,390.00

Concrete Ribbon at Parking Area

- Remove the southern-most row of permeable pavers.
- Sawcut a clean edge along the asphalt.
- Excavate, install stone, and form for the new concrete ribbon. Rebar will be added and dowels will be installed in order to pin the new ribbon into the existing concrete at either end.
- Pour a 4,000-psi concrete ribbon at 1' wide and 8" deep and approximately 130' in length.
- Drainage stone will be placed and the permeable pavers reinstalled to meet the ribbon.

\$ 6,990.00

Change Order 1 request total:

\$ 14,340.00



CONTRACT COVER MEMORANDUM

TO: Beth Cate, Corporation Counsel
FROM: Paula McDevitt, Administrator
DATE: August 7, 2022
RE: Contract with Scenic Construction Services, Inc. for the construction of Rogers Family Park

Contract Recipient/Vendor Name:	Scenic Construction Services, Inc.
Department Head Initials of Approval:	PM
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Division Director: Tim Street
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Daniel Dixon
Record Destruction Date: <i>(Legal to fill in)</i>	2033
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	22-377
Due Date For Signature:	Friday Before Park Board Meeting: 8/12/22
Expiration Date of Contract:	6/30/2023
Renewal Date for Contract:	n/a
Total Dollar Amount of Contract:	\$643,460.00
Funding Source:	Bloomington Parks Foundation funds will reimburse expenses charged to: 201-18-189000-53990 Funds were secured through a private donation managed by the Bloomington Parks Foundation
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	6883
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

Scenic Construction Services, Inc. was the low bidder on the Invitation to Bid on the construction of Rogers Family Park. Construction will include the installation of a new permeable paver parking area, new asphalt paths and boardwalks, the construction of a shelter and pergola, various landscape improvements, earthwork, and the creation of a new seating area underneath the barn eave.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PARKS AND RECREATION DEPARTMENT

AND

SCENIC CONSTRUCTION SERVICES, INC.

FOR

ROGERS FAMILY PARK CONSTRUCTION

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter Board), and Scenic Construction Services, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01. CONTRACTOR shall complete all work required under this Agreement within **210 calendar days** from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02. It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02. Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed six hundred forty three thousand four hundred sixty dollars (\$643,460.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

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

3.04. CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 Engineer The Parks and Recreation Department Operations Director shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

4.01 Escrow Agent The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

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

5.02 Abandonment, Default and Termination

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

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

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

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

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does

not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

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

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

5.03. Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04. Extent of Agreement: Integration

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

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

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

5.05. Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

C.	Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
	Bodily Injury, personal Injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

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

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

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

5.08. Non-Discrimination

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

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

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

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

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

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09. Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 **SUBSTITUTION**: Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10. Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations,

ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11. Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

5.12. Performance Bond and Payment Bond

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

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

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

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

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Scenic Construction Services, Inc.
Attn: Tim Street, Operations Director	Attn: Tony Biasi
401 N. Morton St., Suite 250	1037 Hawthorn Bloom Drive
Bloomington, Indiana 47404	New Whiteland, IN 46184

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

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

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18. Verification of Employees' Immigration Status

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

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

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

5.19. Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and

Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: August 16, 2022

City of Bloomington

Board of Park Commissioners

BY:

Kathleen Mills
Kathleen Mills, President, Board of Park Commissioners

BY:

Anthony Biasi
Contractor Representative

Paula McDevitt
Paula McDevitt, Director, Parks and Recreation Dept.

Anthony Biasi
Printed Name

Beth Cate
Beth Cate, Corporation Counsel

ATTACHMENT "A"
"SCOPE OF WORK"

ROGERS FAMILY PARK CONSTRUCTION

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

This project titled 'Rogers Family Park Construction' shall include, but is not limited to improvements including site preparation, excavation, earthwork, fill, asphalt trails, pedestrian boardwalk construction, native landscaping, and permeable paver parking construction at the site of the current Goat Farm Park, 3000 E Winslow Rd in Bloomington, IN. Project also includes the reseeding of portions of the field to native plants, the installation of other native landscape plants, a concrete seating area under the barn awning, and the construction of a small shelter and pergola. Project includes installation of new limestone entry signage at the south and north end of the park and the completion of the loop trail around the field.

All work shall meet requirements of the City of Bloomington. Though an IDNR Permit is not required for this project, portions of this work will take place in the floodplain and contractor must use all applicable IDNR best practices.

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

AFFIDAVIT

1. The undersigned is the President of
Scenic Construction Services
(job title)
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$

Method of Compliance (Specify) None Required

Date: August 29, 2022
Anthony Brasi
 Signature
Anthony Brasi
 Printed Name

STATE OF INDIANA)
) SS:
 COUNTY OF Johnson)

Before me, a Notary Public in and for said County and State, personally appeared Anthony Brasi and acknowledged the execution of the foregoing this 29 day of August, 2022.

My Commission Expires: 2-22-2025 Tina Woods
 Signature of Notary Public
 County of Residence: Morgan Tina Woods
 Printed Name of Notary Public

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the CITY OF BLOOMINGTON.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)

)SS:

COUNTY OF Johnson)

E-Verify AFFIDAVIT

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

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

Anthony Biasi
Signature
Anthony Biasi
Printed Name

STATE OF INDIANA)

)SS:

COUNTY OF Johnson)

Before me, a Notary Public in and for said County and State, personally appeared Anthony Biasi and
acknowledged the execution of the foregoing this 29 day of August, 2022

Tina Woods
Notary Public's Signature

Tina Woods
Printed Name of Notary Public

My Commission Expires: 2-22-2025

County of Residence: Morgan

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF Johnson)

AFFIDAVIT

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

1. The undersigned is the President of
Scenic Construction Services
(job title)
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Anthony Biasi
Signature

Anthony Biasi
Printed Name

STATE OF INDIANA)

) SS:

COUNTY OF Johnson)

Y Before me, a Notary Public in and for said County and State, personally appeared Anthony Riad and acknowledged the execution of the foregoing this 29 day of August, 2020.

My Commission Expires: 2-22-25 Tina Woods
Signature of Notary Public

County of Residence: Morgan Tina Woods
Printed Name of Notary Public

ATTACHMENT 'E'

STATE OF Indiana)
) SS:
COUNTY OF Johnson)

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 29 day of August, 2022.

Contractor
By: Anthony Biasi
Signature Anthony Biasi
Printed Name

STATE OF Indiana)
) SS:
COUNTY OF Johnson)

Before me, a Notary Public in and for said County and State, personally appeared Anthony Biasi and acknowledged the execution of the foregoing this 29 day of August, 2022.

Jane Woods My Commission Expires: 2-22-2025
Notary Public's Signature

Tina Woods
Printed Name of Notary Public

County of Residence: Morgan

ESCROW AGREEMENT ROGERS FAMILY PARK CONSTRUCTION

THIS ESCROW AGREEMENT is made and entered into this 16th day of August, 2022, by and between the City of Bloomington, Indiana, Board of Park Commissioners, (the "Owner"), and Scenic Construction Services, Inc., (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 16th day of August, 2022, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may

require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning

or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel). The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Park Commissioners
401 N. Morton Street, Suite 250
Bloomington IN 47404
Attn: Tim Street, Operations Director

If to Escrow Agent:

First Financial Bank
536 N. College Ave.
Bloomington, IN 47404
Attn: Cindy Kinnarney

If to Contractor:

Name: Tony Biasi - Scenic Construction

Address: 1037 Hawthorn Blown Dr.

City/State: New Whiteland, IN 46184

Attn: Tony Biasi

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Park Commissioners

By: Kathleen Mills

Kathleen Mills, President

CONTRACTOR:

By: Anthony Biasi

Printed Name: Anthony Biasi

Title: President

Tax I.D. No.: 20-1261490

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

PERFORMANCE BOND

Bond No. 202909K

Contractor Name: Scenic Construction Company, Inc. Address: 1037 Hawthorn Bloom Drive New Whiteland, IN 46184	Surety Name: Westfield Insurance Company Address: One Park Circle Westfield Center, OH 44251
Owner Name: City of Bloomington, IN Mailing address: Department of Parks and Recreation 401 N. Morton, Suite 250 Bloomington, IN 47404	Contract Description: Rogers Family Park Construction Contract Price: \$643,460.00 Effective Date of Contract: August 16, 2022
Bond Bond Amount: Six hundred forty three thousand four hundred sixty dollars and zero cents (\$643,460.00) Date of Bond: August 16, 2022 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Scenic Construction Company, Inc. <i>(Full formal name of Contractor)</i> By: <u>Anthony Biasi</u> <i>(Signature)</i> Name: <u>Anthony Biasi</u> <i>(Printed or typed)</i> Title: <u>President</u> Attest: <u>Anthony Biasi</u> <i>(Signature)</i> Name: <u>Toni Biasi</u> <i>(Printed or typed)</i> Title: <u>Witness</u>	Surety Westfield Insurance Company <i>(Full formal name of Surety) (corporate seal)</i> By: <u>Ryan P. Mitchell</u> <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Ryan P. Mitchell</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u> Attest: <u>Andrea Cortes</u> <i>(Signature)</i> Name: <u>Andrea Cortes</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

EJCDC® C-610, Performance Bond.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
- 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
- 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

PAYMENT BOND

Bond No. 202909K

Contractor Name: Scenic Construction Company, Inc. Address (principal place of business): 1037 Hawthorn Bloom Drive New Whiteland, IN 46184	Surety Name: Westfield Insurance Company Address (principal place of business): One Park Circle Westfield Center, OH 44251
Owner Name: City of Bloomington, IN Mailing address (principal place of business): Department of Parks and Recreation 401 N. Morton, Suite 250 Bloomington, IN 47404	Contract Description (name and location): Rogers Family Park Construction Contract Price: \$643,460.00 Effective Date of Contract: August 16, 2022
Bond Bond Amount: Six hundred forty three thousand four hundred sixty dollars and zero cents (\$643,460.00) Date of Bond: August 16, 2022 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Scenic Construction Company, Inc. <i>(Full formal name of Contractor)</i> By: <u>Anthony Biasi</u> <i>(Signature)</i> Name: <u>Anthony Biasi</u> <i>(Printed or typed)</i> Title: <u>President</u> Attest: <u>Toni Biasi</u> <i>(Signature)</i> Name: <u>Toni Biasi</u> <i>(Printed or typed)</i> Title: <u>Witness</u>	Surety Westfield Insurance Company <i>(Full formal name of Surety) (corporate seal)</i> By: <u>Ryan P. Mitchell</u> <i>(Signature)(Attach Power of Attorney)</i> Name: <u>Ryan P. Mitchell</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u> Attest: <u>Andrea Cortes</u> <i>(Signature)</i> Name: <u>Andrea Cortes</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

EJCDC® C-615, Payment Bond.

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and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/19/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1674252 07

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
THOMAS J. MITCHELL, WILLIAM A. KANTLEHNER, III, CHRISTOPHER E. VON ALLMEN, ANDREW G. WINDHORST, JR.,
ANDREA CORTES, RYAN P. MITCHELL, WILLIAM A. KANTLEHNER, IV, DIANE L. PHELPS, S. ANNETTE MULLEN, JOINTLY
OR SEVERALLY

of LOUISVILLE and State of KY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 19th day of MAY A.D., 2020.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 19th day of MAY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of August A.D., 2022.



Frank A. Carrino, Secretary

PERFORMANCE BOND

Bond No. 202909K

Contractor Name: Scenic Construction Company, Inc. Address: 1037 Hawthorn Bloom Drive New Whiteland, IN 46184	Surety Name: Westfield Insurance Company Address: One Park Circle Westfield Center, OH 44251
Owner Name: City of Bloomington, IN Mailing address: Department of Parks and Recreation 401 N. Morton, Suite 250 Bloomington, IN 47404	Contract Description: Rogers Family Park Construction Contract Price: \$643,460.00 Effective Date of Contract: August 16, 2022
Bond Bond Amount: Six hundred forty three thousand four hundred sixty dollars and zero cents (\$643,460.00) Date of Bond: August 16, 2022 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Scenic Construction Company, Inc. <i>(Full formal name of Contractor)</i> By: <u>Anthony Brasi</u> <i>(Signature)</i> Name: <u>Anthony Brasi</u> <i>(Printed or typed)</i> Title: <u>President</u> Attest: <u>Jon Brasi</u> <i>(Signature)</i> Name: <u>Toni Brasi</u> <i>(Printed or typed)</i> Title: <u>Witness</u>	Surety Westfield Insurance Company <i>(Full formal name of Surety) (corporate seal)</i> By: <u>Ryan P. Mitchell</u> <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Ryan P. Mitchell</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u> Attest: <u>Andrea Cortes</u> <i>(Signature)</i> Name: <u>Andrea Cortes</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
- 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
- 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

PAYMENT BOND

Bond No. 202909K

Contractor Name: Scenic Construction Company, Inc. Address (principal place of business): 1037 Hawthorn Bloom Drive New Whiteland, IN 46184	Surety Name: Westfield Insurance Company Address (principal place of business): One Park Circle Westfield Center, OH 44251
Owner Name: City of Bloomington, IN Mailing address (principal place of business): Department of Parks and Recreation 401 N. Morton, Suite 250 Bloomington, IN 47404	Contract Description (name and location): Rogers Family Park Construction Contract Price: \$643,460.00 Effective Date of Contract: August 16, 2022
Bond Bond Amount: Six hundred forty three thousand four hundred sixty dollars and zero cents (\$643,460.00) Date of Bond: August 16, 2022 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Scenic Construction Company, Inc. <i>(Full formal name of Contractor)</i>	Surety Westfield Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
By: <u>Anthony Biasi</u> <i>(Signature)</i>	By: <u>Ryan P. Mitchell</u> <i>(Signature)(Attach Power of Attorney)</i>
Name: <u>Anthony Biasi</u> <i>(Printed or typed)</i>	Name: <u>Ryan P. Mitchell</u> <i>(Printed or typed)</i>
Title: <u>President</u>	Title: <u>Attorney-In-Fact</u>
Attest: <u>Toni Biasi</u> <i>(Signature)</i>	Attest: <u>Andrea Cortes</u> <i>(Signature)</i>
Name: <u>Toni Biasi</u> <i>(Printed or typed)</i>	Name: <u>Andrea Cortes</u> <i>(Printed or typed)</i>
Title: <u>Witness</u>	Title: <u>Attorney-In-Fact</u>
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

EJCDC® C-615, Payment Bond.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows:

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/19/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1674252 07

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
THOMAS J. MITCHELL, WILLIAM A. KANTLEHNER, III, CHRISTOPHER E. VON ALLMEN, ANDREW G. WINDHORST, JR.,
ANDREA CORTES, RYAN P. MITCHELL, WILLIAM A. KANTLEHNER, IV, DIANE L. PHELPS, S. ANNETTE MULLETT, JOINTLY
OR SEVERALLY

of LOUISVILLE and State of KY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 19th day of MAY A.D., 2020.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 19th day of MAY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of August A.D., 2022.



Frank A. Carrino, Secretary



STAFF REPORT

Agenda Item: C-11 Date: 2-22-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: February 28, 2023
SUBJECT: POLICY UPDATES TO THE MEMORIAL/HONORARY BENCH PROGRAM

Recommendation

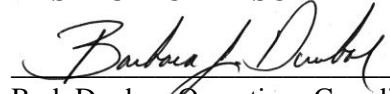
Staff recommends approval of the updates made to Policy 13120 (Memorial Benches in Parks). Program). These changes are simply logistical updates with regard to the programs' procedures, plaque specifications and policies.

Background

The Parks and Recreation Department has a Policy Manual that guides the procedures and processes for the department. Periodically these policies are reviewed and updated as our facilities and processes change. Updating the Policy Manual is also a requirement in the CAPRA accreditation standards.

The last policy updates for this program occurred in 2007.

RESPECTFULLY SUBMITTED,



Barb Dunbar, Operations Coordinator



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities

Memorial/Honorary Benches in Parks: 13120

Date: September 25, 2007

Reviewed: October 9, 2020

POLICY RE: Memorial/Honorary Bench Program ~~Benches in City Parks~~

The Memorial/Honorary Bench Program was established by the Bloomington Board of Park Commissioners to provide citizens an opportunity to honor or memorialize a loved one by placing a bench in or along a beautiful City of Bloomington park or trail.

Procedures

1. Individuals or groups must make requests to the Bloomington Parks and Recreation Department by completing the Memorial/Honorary Bench Program order form. Requests will be forwarded to the Bloomington Parks and Recreation Administrator or other designated representative.
2. Payments will cover the costs of the bench (including freight), memorial/honorary plaque, installation and a concrete pad on which the bench is installed.
3. The park bench shall be purchased by the Department and will be shipped to the Operations Center. The Donor will be advised of the total cost of the bench, which will include shipping costs, and shall pay this full cost prior to the bench being ordered.

Plaque and Bench Specifications

1. All benches are a specific type and style, purchased directly by the Department from a predetermined manufacturer of the Department's choosing.
2. Benches are constructed of slatted steel, a material that has proven to be attractive, durable, and resistant to vandalism.
3. A 2" x 10" personalized plaque, if requested, will be installed by the bench manufacturer and mounted to the inside of the back of the bench.
4. The size of the font will be determined by the number of lines in the text submitted by the donor. The manufacturer will provide a final draft proof of the plaque which the Donor will be required to sign off on.

Policy

1. The Department will make every effort to honor the Donor's choice of location for the bench; however, final approval regarding location shall be at the discretion of the Department.
2. Benches will be installed year round by Department staff, on a schedule based on availability of labor and material, weather conditions, condition of park grounds, and overall Department priorities.



Parks & Facilities

Memorial/Honorary Benches in Parks: 13120

Date: September 25, 2007

Reviewed: October 9, 2020

- 3. The Department shall provide, at its expense, the labor, equipment, and material necessary for assembly and installation.**
- 4. Grounds keeping and related maintenance on and around the bench shall be provided by the Department.**
- 5. No landscaping is provided. No plantings shall be installed by the Donor or others without the prior written approval of the Department. Unauthorized landscaping or planting of any type may be removed by the Department without notice to or approval from the Donor.**
- 6. In the event of vandalism, or other unanticipated events or acts, the Department shall bear no financial responsibility for replacement of the park bench, plaque, or any related appurtenances.**

- ~~1. Type of bench proposed by Donor shall meet approval of the City of Bloomington Parks and Recreation Department. Bench should be similar to existing benches installed at the park location, as in the type, style, manufacturer, materials, length, dimension, and overall appearance.~~

~~*(Example: A park bench donation @ Miller Showers Park must be identical to the existing black steel benches currently placed. Benches on the Clear Creek Trail must be of the identical recycled plastic lumber style and color currently found on the trail.*~~

- ~~2. The park bench shall be purchased by the Department and will be shipped to the Operations Center. The donor will be advised of the bench cost, estimated shipping cost, plaque cost, and shall pay this full cost to the Bloomington Parks Foundation prior to the bench being ordered. Shipping costs in excess of the estimated amount shall be paid by the Donor prior to bench installation.~~
- ~~3. The Department shall provide, at its expense, the labor, equipment, and material necessary for assembly and installation. The Donor may request an installation date and the Department shall endeavor to honor this requested timetable. However, the Department shall ultimately determine the date for installation based on availability of labor and material, weather conditions, conditions of park grounds, and overall priorities.~~
- ~~4. The Department shall retain final approval in all cases as to the placement location for the bench.~~



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities

Memorial/Honorary Benches in Parks: 13120

Date: September 25, 2007

Reviewed: October 9, 2020

- ~~5. Grounds keeping and related maintenance on and around the bench shall be provided by the Department.~~
- ~~6. No landscaping is provided. No plantings shall be installed by the Donor or others without the prior written approval of the Department. Unauthorized landscaping or planting of any type may be removed by the Department without notice to or approval from the Donor.~~
- ~~7. A remembrance plaque, if requested, may be mounted to the back or side of the bench and shall be limited in size to approximately 2 ½" tall x 10" in length. The Donor shall take responsibility for purchasing and delivering the plaque for installation by the Department per approved specifications.~~
- ~~8. In the event of vandalism, or other unanticipated event or act, the Department shall bear no financial responsibility for replacement of the park bench, plaque, or any related appurtenances.~~



STAFF REPORT

Agenda Item: C-11 Date: 2-22-2023

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: February 28, 2023
SUBJECT: POLICY UPDATES TO THE MEMORIAL/HONORARY TREE PROGRAM

Recommendation

Staff recommends approval of the updates made to Policy 13020 (Commemorative Tree Program). These changes are simply logistical updates with regard to the programs' procedures, plaque specifications and policies.

Background

The Parks and Recreation Department has a Policy Manual that guides the procedures and processes for the department. Periodically these policies are reviewed and updated as our facilities and processes change. Updating the Policy Manual is also a requirement in the CAPRA accreditation standards.

The last policy updates for this program occurred in 2009.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Barbara L. Dunbar", written over a horizontal line.

Barb Dunbar, Operations Coordinator



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities

~~Commemorative~~ Memorial/Honorary Tree Program: 13020

Date: October 27, 2009

Reviewed: October, 2020

POLICY RE: ~~Commemorative~~ Memorial/Honorary Tree Program

The ~~Commemorative~~ Memorial/Honorary ~~Commemorative~~ Tree Program was established by the Bloomington Board of Park Commissioners and the Bloomington Community Parks and Recreation Foundation, Inc., to provide citizens the opportunity to participate in a high quality ~~commemorative~~ memorial/honorary tree planting program for city parks.

Procedures:

1. Individuals or groups must make requests to the Bloomington Parks and Recreation Department by completing the ~~commemorative tree~~ Bloomington Tree Fund donor form. Requests will be forwarded to the Bloomington Parks and Recreation Administrator or other designated representatives for review.
2. Donations will cover costs of the tree, plant material, labor, and a memorial/honorary plaque. The plaque will be etched limestone.
3. Donors may choose to elect the "Tree Only" option and forgo the Memorial/Honorary plaque, or choose an existing tree and purchase a plaque.

Plaque Specifications:

The plaque will be located at ground level in front of the tree and ~~limited to the following engravings~~ follow these layout guidelines:

Line I	Scientific Name of Tree
Line II	Common Name of Tree
Line III	Commemorating
Line IV	Donor's Name

Maximum of three lines specified by donor

Each line will be limited to a maximum of 25 spaces. If more lines are required, then letter size will be reduced. The year of installation will be engraved in the lower right corner of the plaque.

Policy:

All plaques and trees are to be prepared and installed by the City of Bloomington.



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities

~~Commemorative~~ Memorial/Honory Tree Program: 13020

Date: October 27, 2009

Reviewed: October, 2020

1. ~~Time of planting will be determined by the season, availability of plant material, and the development schedule for the selected planting site.~~ Tree and plaque orders received between October 1 and April 30 will be planted in the spring pending weather conditions. Orders received between May 1 and September 30 will be planted in the fall pending weather conditions.
2. Donors may request a specific park and site as choice for planting, but final decision of site rests with the Bloomington Parks and Recreation ~~Administrator~~ Urban Forester or their designated representative.

Facilities Policies - 13020

Date: May 20, 1999

Accreditation Standard #:

3. ~~The Bloomington Parks and Recreation Department's Urban Forester will exercise the usual care in planting and maintenance of the plantings but cannot guarantee replacement of trees or plaques lost by vandalism, disease, or due to poor weather conditions. All trees carry a one year warranty from the time of planting.~~ The Parks and Recreation Department provides maintenance for the lifetime of the tree, and will replace trees if they die within 15 years after planting, or are damaged. Plaques are warranted for five years against theft or damages.
4. If for some unforeseen reason, the original site where the tree is planted is needed for development, donor agrees that it will have to be removed or transplanted, as may be determined by the department. However, every effort will be made to help save the tree and keep it as healthy as possible.
5. Donors may ~~select~~ provide preferences for the variety of species of planting, so long as the plant is native to the Bloomington environment. All tree plantings will be a minimum of 2" in caliber. The Bloomington Parks and Recreation Department reserves the right to reject any donation which is deemed not in the best interest of the department.

The donor's plaque will be secured through the Bloomington Community Parks and Recreation Foundation.





STAFF REPORT

Agenda Item: C-12
Date: 2-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: February 15, 2023
SUBJECT: CONTRACT WITH COMMERCIAL SERVICE, INC FOR HVAC WORK AT OPERATIONS CENTER

Recommendation

Staff recommends review/approval of a contract with Commercial Service, Inc. for HVAC work at the Operations Center. This contract covers the purchase and installation of a dual fuel (gas furnace with heat pump) system. Contractor will also disconnect and remove all existing duct for both supply and return and fabricate and install all new supply and return duct.

Funding source for this is:

201-18-189000-53650 - \$10,000 (Operations non-reverting)

200-18-189000-53650 & 53990 - \$4,050 (Operations general fund)

Background

The existing system, including all duct work was installed in 1997. Over time ducts have deteriorated reducing the efficiency of the indoor air quality and the HVAC system itself. The existing furnace operates at an 80% efficient rate which is no longer acceptable by City sustainability standards.

The proposed new unit is a 95% efficient, 15 SEER (Seasonal Energy Efficiency Rating), dual fuel hybrid gas/electric system.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Barb Dunbar", written over a horizontal line.

Barb Dunbar, Operations Coordinator

2023-January

STAFF REPORT

Agenda Item: C-13
Date: 2-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: February 14, 2023
SUBJECT: CONTRACT WITH CORNERSTONE PDS FOR DEVELOPMENT OF SITE
PLAN FOR BRYAN PARK 5-12 PLAYGROUND

Recommendation

Staff recommends review/approval of a contract with Cornerstone PDS for landscape architect services which include topographic survey results utilized for the development of a playground site plan. This phase of the project will be funded through the Operations general fund – 200-18-189000-53110 - amount not to exceed \$7,200.

Background

In 1951, with the establishment of Bryan Park, two playgrounds were installed. One serving pre-school age children (2-5) and another for children ages 5-12. This project will replace the current 5-12 playground located just off Henderson Street at the south end.

The last complete replacement of this playground occurred in 1999 making it 24 years old. Over the span of those twenty-four years, there has been some replacement of independent equipment such as spinners, spring riders and other such apparatus, but the main central play unit and swing set are the original pieces from 1999. In addition, in 2014 rubber safety tiles replaced the old worn out poured in place rubber surfacing.

Development of a site plan is required in order to begin a Request for Proposal. The detailed site plan specifies equipment use zones, walkways/curbing, plantings, (both existing & proposed) and potential site amenities. Staff would like to have an RFP out to playground vendors early this summer.

RESPECTFULLY SUBMITTED,



Barb Dunbar, Operations Coordinator

2023-January



**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CORNERSTONE PDS
FOR
LANDSCAPE ARCHITECT SERVICES FOR DEVELOPMENT OF SITE PLAN**

This Agreement, entered into on this day of February 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and CORNERSTONE PDS ("Contractor").

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before May 31, 2023 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 Barb Dunbar, 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 Seven Thousand Two Hundred Dollars (\$7,200). 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:

Barb Dunbar, Operations Coordinator
City of Bloomington Parks and Recreation
PO Box 848
Bloomington, IN 47404

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

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the

Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized

alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	Cornerstone PDS
Attn: Barb Dunbar, Operations Coordinator	Attn: Deb Schmucker
PO Box 848	12175 Visionary Way, #410
Bloomington, IN 47404	Fishers, IN 46038

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

Debra Schmucker, Cornerstone PDS

Beth Cate, Corporation Counsel

President

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

BRYAN PARK PLAYGROUND REPLACEMENT AGES 5-12

Project Assumptions and Understanding:

The proposed project site is the existing Bryan Park Playground Ages 5-12 area located on the west side of Bryan Park adjacent to the west parking lot. Cornerstone shall assist in preparing a site plan to be used by Parks to receive playground manufacturer proposals for new equipment and surfacing. The Park department desires to utilize the current existing play areas and curbing. Park staff will remove all existing equipment and replace any existing curbing around the existing perimeter edges of the existing play area. All bidding services and bid preparation shall be handled by the Owner.

Existing areas to remain:

- The existing concrete edge around the perimeter will be maintained and or replaced if repairs are required.
- The existing swing area to the north of the play structure will be maintained. However, the new swings may shift in orientation.
- Existing perimeter sidewalk: The intent is to maintain the existing sidewalk around and near the play area.
- The existing retaining wall and access point on the south side of the existing play area shall be maintained at its existing grades.

Please note:

- We shall utilize the owner supplied topographic survey as a base for our proposed design.
- No soil borings or geotechnical studies are required at this time for the proposed site improvements.

Cornerstone’s scope of work shall include the following:

A. TOPOGRAPHIC SURVEY

Cornerstone shall coordinate with Bledsoe Riggert Cooper & James Surveying to provide a topographic survey for the development of construction plans. The City shall contract directly with BRCJ for the topographic services. It is anticipated that the topographic services shall take 4-6 weeks from Owner approval to proceed with work.

B. DESIGN

1. Cornerstone shall provide a preliminary site plan for review of the new play area. The new play area is anticipated to fit in the existing current footprint. After review, we shall update the proposed design and provide a revised plan for your review and approval before we begin layout and grading documents for the new pavement areas.

Pedestrian circulation: sidewalk to encircle new play area and connect to east parking area. Play equipment designed for ages 5-12:

- a. Play structure
 - b. Accessible spinning element such as merry go round at-grade
 - c. Rubberized surface under play structure
 - d. Arch swings: four-bay swings to remain in existing location
 - e. Additional individual components as researched by staff
2. Detailed site plan for new sitework only shall be prepared for proposed improvements including: geometric layout and grading and drainage of new pavement areas.

3. It is our understanding the demolition of existing equipment and installation of new site features may be completed by department staff.
4. Cornerstone is not responsible for the playground equipment layout for staking. A CAD file will be supplied for the successful manufacturer to utilize for their design. This layout will be the playground manufacturer's responsibility for construction layout.

C. PERMITS/APPROVALS/SUBMITTALS

It is our understanding from the City that no permits will be required at this time.

D. MILEAGE

Cornerstone has included mileage for identified two in person meetings for the above scope of work in our fee.

E. PROPOSED FEE

We shall perform our site design services on a lump-sum basis with a fee as

follows: Site Design	\$ 7,200.00
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Any meetings or services beyond this scope of work shall be billed at an hourly rate of \$ 150.00 plus expenses and are in addition to the lump sum fee.

Additional Services which can be provided but are not included in this contract are as follows:

- Construction inspection services
- Construction site testing or laboratory testing
- Contractor as-built drawings
- Printing of construction documents and specifications

EXHIBIT B

“Project Schedule”

Work shall be completed by May 31, 2023.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-14
Date: 2-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Scott Pedersen, Youth Sports Coordinator
DATE: February 28, 2023
SUBJECT: REVIEW/APPROVAL OF UPPER DECK REPAIR AT TWIN LAKES SPORTS PARK

Recommendation

Staff recommends approval of upper deck repair at Twin Lakes Sports Park by Rader Masonry. Work will begin in April until the items listed below are completed. Funds for this project is from ARPA budget – 176-18-G21005-54510

Background

The Parks and Recreation Department has had issues with the condition of the upper deck concrete at Twin Lakes Sports Park. The upper deck is highly used by spectators and fans for watching ballgames. The scope of work includes demolishing the existing concrete piers, rebuilding the concrete piers, reattaching the metal railings, repairing cracking around the outside edge of the upper deck, fixing two bad sections of concrete deck edge, and installing anchors to the deck edge repairs.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Scott Pedersen", written over a light gray rectangular background.

Name, Title
Scott Pedersen, Youth Sports Coordinator

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
RADER MASONRY
FOR
Twin Lakes Sports Park Upper Deck Repair**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Rader Masonry ("Contractor").

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023 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 Scott Pedersen, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed nine thousand eight hundred fifty three dollars (\$9,853.00). 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:

Scott Pedersen
City of Bloomington Parks and Recreation
401 N. Morton Street Suite 250 Bloomington, IN 47401

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.

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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.

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

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

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Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be

named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	Rader Masonry
Attn: Scott Pedersen	Attn: Jeff Rader
401 N. Morton Street Suite 250	2293 South Maple Road
Bloomington, IN 47401	Bloomfield, IN 47424

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

RADER MASONRY

Beth Cate, Corporation Counsel

Jeff Rader

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

Contractor’s Services shall include the following:

1. Provide labor and materials to take down concrete block piers and relay with new concrete block
2. Reattach metal railing to concrete block
3. Repair some concrete cracking around outside of upper deck
4. Concrete to fix 2 bad sections of concrete deck edge
5. Labor to fix 2 section of old concrete deck edge
6. Install anchors in deck edge repairs
7. Materials to cover cracks in old concrete deck slab
8. Labor to cover cracks in old concrete deck slab
9. Materials to seal old concrete deck slab 1,296 sq. ft.

EXHIBIT B

“Project Schedule”

Rader Masonry is to begin work on or after March 1, 2023. Work is contingent on the weather as warmer weather is required to complete the job successfully. They have until December 31, 2023 to complete the work but anticipate only 1-2 weeks for the project.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

RADER MASONRY

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____