

CITY OF BLOOMINGTON
parks and recreation

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Monday, December 10, 2018 4:00 – 5:30 p.m.

Council Chambers
401 N. Morton St.

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of November 27, 2018
- A-2. Approval of Claims Submitted November 28, 2018 – December 7, 2018
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Declaration of Surplus

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Public Comment Period -
- B-2. Bravo Award -
- B-3. Parks Partner Award -
- B-4. Staff Introductions - Cory Hawkins, Banneker Community Center Specialist
- B-5. Staff Recognition - Mark Thrasher, Cascades Golf Course Superintendent retirement

C. OTHER BUSINESS

- C-1. Review/Approval of Park Foundation naming request (Debbie Lemon)
- C-2. Review/Approval of BCTM Partnership Agreement (Paula McDevitt)
- C-3. Review/Approval of contract addendum with Izzy's Rentals - Community Events (Bill Ream)
- C-4. Review/Approval of contract template for 2019 concession vendors (Bill Ream)
- C-5. Review/Approval of 2019 services agreements for Operations Division (Barb Dunbar)
- C-6. Review/Approval of 2019 services agreement with Izzy's and Tuff-Jon - Operations (Barb Dunbar)
- C-7. Review/Approval of Farmers Market Farm Vendor 2019 contract template (Marcia Veldman)
- C-8. Review/Approval of Community Garden 2019 agreement template (Sarah Mullin)
- C-9. Review/Approval of consultant agreement addendum #2 for 3rd St. Park project (Dave Williams)
- C-10. Review/Approval of consultant agreement for Cascades Trail South Branch Review (Dave Williams)
- C-11. Review/Approval of contract agreement-topographic survey at Building Trades Park (Dave Williams)
- C-12. Review/Approval of contract agreement with Cassidy Electric for Olcott Park pathway lighting project (Dave Williams)
- C-13. Review/Approval of 2019 service agreements for Sports Division (John Turnbull)
- C-14. Review/Approval of contract with Gilles for fitness equipment maintenance (Mark Sterner)
- C-15. Review/Approval of contract agreement-Davey Resource for Urban Forest Assessment (Lee Huss)
- C-16. Review/Approval of land donataion adjacent to Griffy Lake Nature Preserve (Steve Cotter)

D. REPORTS

- D-1. Operations Division - No Report
- D-2. Recreation Division - No Report
- D-3. Sports Division - No Report
- D-4. Administration Division - No Report

ADJOURNMENT



A-1
12-10-2018

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, November 27, 2018
4:03 p.m. – 5:30 p.m.

Council Chambers
401 N. Morton St.

CALL TO ORDER

The meeting was called to order by Kathleen Mills at 4:03 p.m.

Board Present: Kathleen Mills, Les Coyne, Joseph Hoffman, and Darcie Fawcett

Staff Present: Paula McDevitt, Dave Williams, John Turnbull, Julie Ramey, Kim Clapp, Lee Huss, Leslie Brinson, Sarah Owen, Erik Pearson, Barb Dunbar, Joanna Sparks, Amy Shrake, and Hannah Buddin

A. CONSENT CALENDAR

- A-1. Approval of Minutes of October 23, 2018 meeting
- A-2. Approval of Claims Submitted October 23rd through November 26th
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period – None

B-2. Bravo Award – Shani Middleton-Ayers and Shelby Thomaston

Sarah Owen, Community Relations Coordinator Bloomington Parks and Recreation Department would like to recognize Indiana University's R410-Event Planning students Shani Middle-Ayers and Shelby Thomaston for their exceptional work planning and organizing the 2018 Skate & Scare. The Department is incredibly grateful to these two young women for their time and commitment to this event.

B-3. Parks Partner Award – None

B-4. Staff Introduction – None

C. OTHER BUSINESS

C-1. Review/Approval of Electric Scooter Interim Operating Agreements – Bird and Lime

Mike Rouker, City Attorney for the safety and well-being of the Bloomington Community, the City wishes to establish operating agreements with Bird and Lime. During September 2018, these companies deployed hundreds of electric scooters in Bloomington. The Agreement establishes interim terms and conditions governing the Company's electric scooter operations within the City. Because the agreements allow scooters to be staged and operated in City parks, the

Board of Park Commissioners must approve the agreements. The agreements are intended to serve as an interim measure governing electric scooters while the city explores the possibility of enacting long-term scooter legislation.

The Board inquired if the scooters can be staged in parks and trails?

Mike Rouker responded yes, they will be permitted to stage them in parks and on trails. The companies must comply with the terms of the agreement when staging scooters in these areas.

The Board inquired how will the scooter companies convey the restrictions and requirements to the users.

Mike Rouker responded that is part of the outreach plan. Under the agreement, the companies are required to have Bloomington specific rules that each user will be notified of prior to first use.

The Board inquired what device will be implemented to police this issue. Will it be by complaints or the police department?

Mike Rouker responded by both methods. The community is encouraged to directly contact the companies if they see scooters inappropriately staged, they can also send a U-report. City employees will not be dedicated to police scooters, but if staff sees inappropriately staged scooters they can move them or call in the issue.

The Board inquired on the cost these scooters cause to the City.

Mike Rouker responded the City looked at what possible expenses would be incurred from infrastructure and enforcement. A fee was set to cover these estimated additional expenses.

The Board inquired much of this agreement has nothing to do with Parks, are we voting only on the parks sections.

Mike Rouker responded, the Board will be voting on the areas of the agreement that fall under Parks jurisdiction.

The Board inquired in cities where the use of scooters is regulated, has the scooter rider behavior improved.

Mike Rouker responded that is a phenomenon that is seen. The longer the scooters are around, the use of the scooters improves.

The board inquired on the fee structure.

Mike Rouker responded there is a flat fee not a graduated system. If the companies are not responsive to complaints, we would look at terminating the agreement.

The Board inquired if City personnel has the right to move these scooters.

Mike Rouker responded the agreement does not give staff the right to move the scooters, but employees do have the right to move the scooters as an encroachment on property.

Darcie Fawcett made a motion to approve the Scooter Agreements with Bird and Lime. Les Coyne seconded the motion. Kathleen Mills any public comments or questions, seeing none. Motion unanimously carried.

C-2 Review/Approval of 2019 Non Reverting Budget

Paula McDevitt, Administrator, the Non-Reverting Fund was established as an “enterprise fund” and is developed with a zero-based budget model. The fund allows flexibility to meet customer interest and reduces reliance on the General Fund tax base. The fund incorporates input from staff specialist, supervisors, coordinators, managers and division directors.

Ms. McDevitt presented the 2019 Non-Reverting Budget.

Category 1 – Personnel \$507,329

Increase in regular full time wages – 2%

Increase in seasonal wages

Attendant, Laborer I – 11.36/hour

Leader - \$11.80-\$12/hour

Lifeguard - \$12.16 - \$12.36/hour

Supervisor/Laborer II - \$13-\$13.20/hour

Staff Assistant - \$14.74 - \$14.94/hour

Specialist – \$15-\$50/hour

Category 2 – Supplies – \$316,835

Decreased \$74,465 (19%) – in concessions, other repairs and maintenance, and uniform and tools.

Category 3 – Other Services – \$1,020,515

Decreased \$214,910 (17%) in telephone, postage, printing, advertising, other repairs, rental, principal (TLRC), bank charges, lease payments, dues and subscriptions, liability/causality premiums and temporary contractual employees.

Total 2019 Non-reverting fund request is \$1,844,679 a decrease of \$320,810. Projected revenue is \$2,466,581.

2018 beginning Non-reverting balance was \$2,228,654, current balance as of 11/14/2018 is \$2,053,385.

Darcie Fawcett made a motion to approve the 2019 Non Reverting Budget. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-3 Review/Approval of Service Agreement with iShine Cleaning

Erik Pearson, Facility/Program Coordinator the Department wishes to provide well maintained facilities to the Bloomington Community. The Department requires the services of a professional consultant to provide cleaning services at Banneker Community Center and Frank Southern Ice Arena. Staff recommends the approval of this service agreement with iShine Cleaning, fees and expenses are not to exceed \$5,800.

Darcie Fawcett made a motion to approve the Service Agreement with iShine Cleaning. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-4 Review/Approval of Service Agreement with Plymate, Inc.

Erik Pearson, Facility/Program Coordinator the Department wishes to provide well maintained facilities to the community. The Department requires the services of a professional consultant to provide routine mat cleaning and mat replacement services at Banneker Community Center, Frank Southern Ice Arena, and Alison Jukebox. Staff recommends the approval of this service agreement with Plymate, Inc., fees and expenses are not to exceed \$2,705.

Darcie Fawcett made a motion to approve the Service Agreement with Plymate. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-5 Review/Approval of Service Agreement with Koorsen Fire and Security

Erik Pearson, Facility/Program Coordinator the Department wishes provide safe and well maintained facilities to the community. The Department requires the services of a professional consultant to provide quarterly inspection of fire and security alarms, provide monitoring services, and suggest maintenance and repairs of systems at Banneker Community Center. Staff recommends the approval of this service agreement with Koorsen Fire and Security, fees and expenses are not to exceed \$2,400.

Darcie Fawcett made a motion to approve the Service Agreement with Koorsen Fire and Security. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-6 Review/Approval of Contract Addendum with Green Dragon Lawn Care (Primary Sites)

Joanna Sparks, City Landscaper the Department wishes to provide well maintained parks for the community to enjoy. The Department requires the services of a professional consultant to provide mowing services at 24 locations throughout

the 2019 season. Staff recommends the approval of contract addendum with Green Dragon Lawn Care. All fees and expenses are not to exceed \$60,450.

Darcie Fawcett made a motion to approve the Contract Addendum with Green Dragon Lawn Care (Primary Sites). *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-7 Review/Approval of Contract Addendum with Green Dragon Lawn Care (Secondary Sites)

Joanna Sparks, City Landscaper the Department wishes to provide well maintained parks for the community to enjoy. The Department requires the services of a professional consultant to provide mowing services at 13 locations throughout the 2019 season. Staff recommends the approval of contract addendum with Green Dragon Lawn Care. All fees and expenses are not to exceed \$51,610.

Darcie Fawcett made a motion to approve the Contract Addendum with Green Dragon Lawn Care (Secondary Sites). *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-8 Review/Approval of Contract with EcoLogic

Joanna Sparks, City Landscaper the Department wishes to remove invasive plant species in Giffy Lake Nature Preserve, and to begin the implementation of the 10 Year Vegetation Management Plan for Millers-Showers Park. The Department requires the services of a professional consultant to perform vegetation management services at both locations. Staff recommends the approval of this contract with EcoLogic in the amount of \$20,495.

Darcie Fawcett made a motion to approve the Contract with EcoLogic. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-9 Review/Approval of Contract Addendums with Woods Electric

Barb Dunbar, Operations Office Coordinator the Department and Woods Electrical Contractor's entered into a Service Agreement in November 2017 for electric service and repairs. The original agreement was Four Thousand Nine Hundred Ninety Nine Dollars (\$4,999). On August 21, 2018 the compensation was amended to Eight Thousand Dollars (\$8,000). In 2018, the Department has experienced more breakdowns and vandalisms than estimated, and is requesting the compensation be increased to not to exceed \$15,000. All other terms of the Agreement are still intact.

Darcie Fawcett made a motion to approve the Contract Addendum with Woods Electric. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-10 Review/Approval of 2019 Event Permit Applications Changes

Crystal Ritter, Community Events Coordinator, staff recommends the approval of the changes to the 2019 applications for special event permits, trails special event permit, mobile stage rental and alcohol guidelines. Updates to the applications and permits include: the Alcohol guidelines were updated to reflect Indiana laws, and to make "beer and wine sales" only more clear. A weather contingency plan and on-site supervisor contact information were added to the parks special use and tail special use permits. Updates to prices as approved in the 2019 Price Schedule.

Darcie Fawcett made a motion to approve the 2019 Event Permit Applications. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-11 Review/Approval of Contract with Fox Construction for Bryan Pool and Mills Pool Improvements

John Turnbull, Sports Director the Department wishes to maintain Bryan Pool and Mills Pool in good working condition. The Department requires the services of a professional consultant to provide necessary electrical and mechanical renovations at both locations. Two bids were received, Boyle Construction submitted a bid of \$643,346 and Fox Construction, Inc. submitted a bid for \$329,460. Staff recommends the approval of the contract with Fox Construction.

Darcie Fawcett made a motion to approve the Contract with Fox Construction for Bryan Pool and Mills Pool improvements. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion

unanimously carried.

C-12 Review/Approval of Contract with Schmidt Associates Inc. for HVAC design at TLRC

John Turnbull, Sports Director to become more energy efficient, lower cost, and maintain Twin Lakes Recreation Center in good working condition, the department wishes to upgrade the HVAC system. The Department requires the professional services of a consultant to provide mechanical and electrical design services for this project. Staff recommends the approval of this contract with Schmidt Associates, Inc. in the amount of \$35,000.

Darcie Fawcett made a motion to approve the Contract with Schmidt Associates Inc., for HVAC design. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried

C-13 Review/Approval of Contract Addendum with Freije RCS Engineered Solutions

John Turnbull, Sports Director the Department entered into a contract with Freije RCS Engineered Solutions on June 26, 2018, to install a warning system at Frank Southern Center that among other things, would notify staff of a compressor malfunction. Per the advice of the City of Bloomington Information Technology Services Department, staff is requesting to amend the contract, upgrading the compressor warning system from an analog call out unit to a digital call out unit. The addendum is for \$1,624.29.

Darcie Fawcett made a motion to approve the Contract Addendum with Freije, RCS Engineered Solutions. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried

C-14 Review/Approval of Policy Change Cascades Golf Course Advisory Council Guidelines

John Turnbull, Sports Director staff recommends the approval of this Advisory Council Policy to reinstate the Cascades Golf Course Advisory Council. The Advisory Council was active from the late 1990's through 2004. The Advisory Council fulfilled its role and no longer saw value in meeting. With the major changes in the golf market and changes at Cascades Golf Course, there is once again a need for an Advisory Council.

The Board requested that preference be given to city residents for this Advisory Council.

Darcie Fawcett made a motion to approve the policy change Cascades Golf Course Advisory Council Guidelines. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried

C-15 Review/Approval of Contract Bluestone Tree for Winter Tree Removal

Lee Huss, Urban Forester the Department wishes to remove several hazardous and dead trees. The Department requires the services of a professional consultant for the removal of trees and debris at the following locations: W. Country Club Drive, 106 E. Kirkwood Ave, 508 E. Cottage Grove Ave, and 1410 E. Hillside Dr. Staff recommends the approval of this contract with Bluestone Tree in the amount of \$9,800.

Darcie Fawcett made a motion to approve the Contract with Bluestone Tree. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried

C-16 Review/Approval of City of Bloomington Utilities for Utility Easements for Switchyard Park

Dave Williams, Operations Director the City of Bloomington Utilities Department has requested two utility easements for their South Central Interceptor. Staff recommends the approval of the perpetual easements and right-of-ways across and beneath the Switchyard Park to allow for the purposes of constructing, installing, maintaining, repairing and replacing lines as necessary.

Board inquired this doesn't inhibit us from having pavement placed in this area.

Dave Williams responded no it does not. This easement did not affect the park design. With this type of infrastructure, there is usually very little upkeep. Staff feels we will be able to work with Utilities, giving them the necessary access for future repairs.

Darcie Fawcett made a motion to approve the CBU Utility Easements for Switchyard Park. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried

C-17 Review/Approval of Contract with Monroe Owen Appraisal for Property Appraisal

Dave Williams, Operations Director the Department wishes to have a former rail road corridor, which is of no use to the Department, declared as surplus. The Department requires the services of a professional consultant to conduct a real estate property appraisal at 1850 S. Walnut Street. Interest to purchase this property has been shown from a property owner. Staff recommends the approval of this contract with Monroe/Owen Appraisal in the amount of \$1,500.

The board inquired if we know why the property owner is interested in purchasing this property, and if the sale would adversely affect the park.

Dave Williams responded there is potential for future demolition and reconstruction. Perhaps the new residential development would include a bridge back to the park. The sale would not adversely affect the park.

Darcie Fawcett made a motion to approve the Contract with Monroe Owen appraisal. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried

C-18 Review/Approval of Land Donation

Agenda item was removed.

C-19 Review of 2019 Price Schedule

Paula McDevitt, Administrator at the October 23, 2018 meeting the Board was presented with a draft of the 2019 Price Schedule. We are once again presenting the changes and requesting approval of the 2019 Price Schedule.

John Turnbull, Sports Division Director approached the podium.

We would like to present three additional suggestions for possible pool pricing.

One - season pass, research more in depth.

Two – honor any unused punch pass the next year.

Three - make pool fee waiver more accessible and increase marketing of this item. 412 pool fee waivers were issued in 2018.

The current punch pass system is as follows: the 10 punch pass takes entrance down to \$5.00, the 20 punch pass takes entrance down to \$4.75, and the 50 punch pass takes entrance down to \$4.25.

The Board responded they would like to see more options to keep pool entrance fees lower, and review of the pools placement on the pricing pyramid.

Dave Williams, Operations Director approached the podium and presented 2019 price changes for the Operations Division.

Natural Resources

Changes include:

Under Educational Program

- Increase private groups from \$22/hr. to \$25/hr.

Operations Services – Shelter Rentals

Changes include:

Under Shelter Rental

- Increase all shelter rentals \$3.00 from a range of \$50 - \$88 to a range of \$53 - \$91

Paula McDevitt, Administrator presented 2019 price changes for the Recreation Division.

Administrative Services – Equipment Rental, Adult Programs, and Inclusive Recreation

Changes include:

Under Adult Programs

- Youth Sailing Camp – In City increase from \$7 – \$250 to \$7 – \$350

- Youth Sailing Camp - Out of City increase from \$7 – \$313 to \$7 – \$663
- Adult Sailing Instruction - In City increase from \$7 – \$250 to \$7 – \$600
- Adult Sailing Instruction - Out of City increase from \$7 – \$313 to \$7 - \$663

Community Events – April/November Farmers’ Market

Changes include:

Under November Farmers’ Market

- Changed from based on 3 regular Market days to 4 regular Market days in November
- Changed Holiday Market from 4th to 5th Market Day in November
- Increase large space application fee from \$54 to \$72
- Increase large space application fee senior or youth from \$36 to \$48
- Increase small space application fee from \$30 to \$40
- Increase small space application fee senior or youth from \$21 to \$28

Youth Programs – Facility Rental, Programs, Classes, and Special Events

Changes include:

Under Facility Rental

- Increase Activity rooms Category A from \$30 to \$35
- Increase Activity rooms Category B from \$40 to \$45
- Increase Activity rooms Category C from \$50 to \$55
- Increase restroom only with park use Category A from \$25 to \$30
- Increase restroom only with park use Category B from \$35 to \$40
- Increase restroom only with park use Category C from \$45 to \$50
- Increase whole building Category A from \$50 to \$55
- Increase whole building Category B from \$60 to \$65

Under Program /Classes Special Events

- Increase Kid City Break Days - In City from \$35 to a range of \$35 - \$45 per day*
 - Increase Kid City Break Days - Out of City from \$35 to a range of \$35 - \$50 per day*
- *Range allows for increase next fall when school begins

Darcie Fawcett made a motion to approve the 2019 Price Schedule with the exception of the aquatics fees. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried

D REPORTS

D-1. Operations Division – None

D-2 Recreations Division – Allison Jukebox (AJB)

Amy Shrake Program/Facility Coordinator approached the podium and presented the 2018 AJB report.

- Kid City is accredited by American Camp Association
- Currently serves a maximum of 91 campers per week
- Grades k-10 operates out of AJB
- Kid City partners with Ivy Tech summer programs
- 2018 was the 25th Anniversary of Kid City
- 2018 Kid City Original total participation 437, average per week 49, and unique campers 123
- 2018 Kid City Quest total participation 245, average per week 27, and unique campers 74
- 2018 Kid City Counselors in Training total participation 32, average per week 5, and unique campers 8
- 2018 Ivy Tech Ivy Arts total participation 61, average per week 8, and unique campers 53
- 2018 Ivy Tech College for Kids total participation 17, average per week 4, and unique campers 14
- Registration for Kid City Summer Camp 2019 begins March 1, 2019

D-3 Sports Division – None

D-4 Administration Division – None

ADJOURNMENT

Meeting adjourned at 5:28 p.m.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Kim Clapp".

Kim Clapp

Secretary Board of Park Commissioners



Board of Parks & Recreation Claim Register

Invoice Date Range 11/28/18 - 11/28/18

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 53210 - Telephone										
1079 - AT&T	81234937001118	18- Landlines November- Dec Charges	Paid by Check # 68789		11/28/2018	11/28/2018	11/28/2018		11/28/2018	2,020.70
13969 - AT&T Mobility II, LLC	5261144X111920 18 111118	18-Wireless 101218- 111118	Paid by Check # 68798		11/28/2018	11/28/2018	11/28/2018		11/28/2018	37.99
Account 53210 - Telephone Totals								Invoice Transactions 2		\$2,058.69
Program 181000 - Administration Totals								Invoice Transactions 2		\$2,058.69
Program 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	5261144X111920 18 111118	18-Wireless 101218- 111118	Paid by Check # 68798		11/28/2018	11/28/2018	11/28/2018		11/28/2018	39.51
Account 53210 - Telephone Totals								Invoice Transactions 1		\$39.51
Program 181100 - Marketing Totals								Invoice Transactions 1		\$39.51
Program 182001 - Aquatics - Bryan Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	5261144X111920 18 111118	18-Wireless 101218- 111118	Paid by Check # 68798		11/28/2018	11/28/2018	11/28/2018		11/28/2018	55.98
Account 53210 - Telephone Totals								Invoice Transactions 1		\$55.98
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions 1		\$55.98
Program 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	5261144X111920 18 111118	18-Wireless 101218- 111118	Paid by Check # 68798		11/28/2018	11/28/2018	11/28/2018		11/28/2018	51.25
Account 53210 - Telephone Totals								Invoice Transactions 1		\$51.25
Program 182002 - Aquatics - Mills Pool Totals								Invoice Transactions 1		\$51.25
Program 182500 - Frank Southern Center										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002211306	18- Landfill December Charges	Paid by EFT # 26412		11/28/2018	11/28/2018	11/28/2018		11/28/2018	198.10
Account 53950 - Landfill Totals								Invoice Transactions 1		\$198.10
Program 182500 - Frank Southern Center Totals								Invoice Transactions 1		\$198.10
Program 183500 - Golf Services										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	5261144X111920 18 111118	18-Wireless 101218- 111118	Paid by Check # 68798		11/28/2018	11/28/2018	11/28/2018		11/28/2018	122.89
Account 53210 - Telephone Totals								Invoice Transactions 1		\$122.89
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	11904858951119 18	18-Cable Service	Paid by Check # 68800		11/28/2018	11/28/2018	11/28/2018		11/28/2018	111.56
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1		\$111.56
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002210503	18- Landfill December Charges	Paid by EFT # 26412		11/28/2018	11/28/2018	11/28/2018		11/28/2018	794.57
Account 53950 - Landfill Totals								Invoice Transactions 1		\$794.57
Program 183500 - Golf Services Totals								Invoice Transactions 3		\$1,029.02
Program 184000 - Natural Resources										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	5261144X111920 18 111118	18-Wireless 101218- 111118	Paid by Check # 68798		11/28/2018	11/28/2018	11/28/2018		11/28/2018	27.99
Account 53210 - Telephone Totals								Invoice Transactions 1		\$27.99
Program 184000 - Natural Resources Totals								Invoice Transactions 1		\$27.99
Program 187001 - Adult Sports-Softball										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	5261144X111920 18 111118	18-Wireless 101218- 111118	Paid by Check # 68798		11/28/2018	11/28/2018	11/28/2018		11/28/2018	62.65
Account 53210 - Telephone Totals								Invoice Transactions 1		\$62.65
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002211319	18- Landfill December Charges	Paid by EFT # 26412		11/28/2018	11/28/2018	11/28/2018		11/28/2018	353.00
Account 53950 - Landfill Totals								Invoice Transactions 1		\$353.00
Program 187001 - Adult Sports-Softball Totals								Invoice Transactions 2		\$415.65
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	5261144X111920 18 111118	18-Wireless 101218- 111118	Paid by Check # 68798		11/28/2018	11/28/2018	11/28/2018		11/28/2018	46.28
Account 53210 - Telephone Totals								Invoice Transactions 1		\$46.28
Program 188001 - Inclusive Recreation Totals								Invoice Transactions 1		\$46.28
Program 189000 - Operations										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	5261144X111920 18 111118	18-Wireless 101218- 111118	Paid by Check # 68798		11/28/2018	11/28/2018	11/28/2018		11/28/2018	168.58
Account 53210 - Telephone Totals								Invoice Transactions 1		\$168.58
Program 189000 - Operations Totals								Invoice Transactions 1		\$168.58
Program 189500 - Landscaping										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	5261144X111920 18 111118	18-Wireless 101218- 111118	Paid by Check # 68798		11/28/2018	11/28/2018	11/28/2018		11/28/2018	16.37
Account 53210 - Telephone Totals								Invoice Transactions 1		\$16.37



Board of Parks & Recreation Claim Register

Invoice Date Range 11/28/18 - 11/28/18

Program 189501 - Cemeteries				Program 189500 - Landscaping Totals		Invoice Transactions 1		\$16.37
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	5261144X11192018	18-Wireless 101218-111118	Paid by Check # 68798	11/28/2018	11/28/2018	11/28/2018	11/28/2018	46.28
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$46.28
				Program 189501 - Cemeteries Totals		Invoice Transactions 1		\$46.28
Program 189503 - Urban Forestry								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	5261144X11192018	18-Wireless 101218-111118	Paid by Check # 68798	11/28/2018	11/28/2018	11/28/2018	11/28/2018	46.36
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$46.36
				Program 189503 - Urban Forestry Totals		Invoice Transactions 1		\$46.36
				Department 18 - Parks & Recreation Totals		Invoice Transactions 17		\$4,200.06
				Fund 200 - Parks and Recreation Gen (51301) Totals		Invoice Transactions 17		\$4,200.06
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 185000 - Twin Lakes Recreation Center								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	5261144X11192018	18-Wireless 101218-111118	Paid by Check # 68798	11/28/2018	11/28/2018	11/28/2018	11/28/2018	33.84
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$33.84
Account 53910 - Dues and Subscriptions								
454 - DirecTV, LLC	35466244879	18-Satellite Service	Paid by Check # 68803	11/28/2018	11/28/2018	11/28/2018	11/28/2018	167.97
				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		\$167.97
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002211988	18- Landfill December Charges	Paid by EFT # 26412	11/28/2018	11/28/2018	11/28/2018	11/28/2018	128.16
				Account 53950 - Landfill Totals		Invoice Transactions 1		\$128.16
				Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 3		\$329.97
Program 186500 - Community Events								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	5261144X11192018	18-Wireless 101218-111118	Paid by Check # 68798	11/28/2018	11/28/2018	11/28/2018	11/28/2018	46.28
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$46.28
				Program 186500 - Community Events Totals		Invoice Transactions 1		\$46.28
Program 186503 - Community Events-Farmers' Market								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	5261144X11192018	18-Wireless 101218-111118	Paid by Check # 68798	11/28/2018	11/28/2018	11/28/2018	11/28/2018	92.27
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$92.27
				Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 1		\$92.27
				Department 18 - Parks & Recreation Totals		Invoice Transactions 5		\$468.52
				Fund 201 - Parks and Rec Non Reverting Totals		Invoice Transactions 5		\$468.52
				Grand Totals		Invoice Transactions 22		\$4,668.58



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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 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	230031034001	18-markers, copy paper, stapler	Paid by EFT # 26566		12/04/2018	12/04/2018	12/14/2018		12/14/2018	101.48
6530 - Office Depot, INC	231679532001	18-Calendar	Paid by EFT # 26566		12/04/2018	12/04/2018	12/14/2018		12/14/2018	11.39
6530 - Office Depot, INC	231679531001	18-calendar	Paid by EFT # 26566		12/04/2018	12/04/2018	12/14/2018		12/14/2018	16.89
6530 - Office Depot, INC	231679530001	18-planners	Paid by EFT # 26566		12/04/2018	12/04/2018	12/14/2018		12/14/2018	68.97
6530 - Office Depot, INC	231679529001	18-calendar	Paid by EFT # 26566		12/04/2018	12/04/2018	12/14/2018		12/14/2018	20.01
Account 52110 - Office Supplies Totals									Invoice Transactions 5	\$218.74
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	82377	18-IPRA Annual Conference	Paid by Check # 68837		12/04/2018	12/04/2018	12/14/2018		12/14/2018	320.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$320.00
Program 181000 - Administration Totals									Invoice Transactions 6	\$538.74
Program 181100 - Marketing										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	735477667375	18- Camera Stabilizer, qames for AJB, Am.	Paid by EFT # 26621		12/04/2018	12/04/2018	12/14/2018		12/14/2018	30.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$30.00
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	79126	18-IPRA Conference Registration J. Ramey	Paid by Check # 68837		12/04/2018	12/04/2018	12/14/2018		12/14/2018	310.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$310.00
Account 53320 - Advertising										
323 - Hoosier Times, INC	149959 123118	18-December display ads/Bicentennial Ads	Paid by EFT # 26512		12/04/2018	12/04/2018	12/14/2018		12/14/2018	6,203.00
1078 - Kamrex, INC (VFW Program)	206613	18-1/8 page ad in VFW Program holiday edition	Paid by Check # 68839		12/04/2018	12/04/2018	12/14/2018		12/14/2018	129.50
6580 - Sound Management, LLC (WBWB/WHCC)	December 2018	18-December radio spots WBWB & WHCC	Paid by EFT # 26606		12/04/2018	12/04/2018	12/14/2018		12/14/2018	1,250.00
Account 53320 - Advertising Totals									Invoice Transactions 3	\$7,582.50
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	1047397	18-Boomerang annual subscription for Owen &	Paid by Check # 68832		12/04/2018	12/04/2018	12/14/2018		12/14/2018	299.80
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$299.80
Program 181100 - Marketing Totals									Invoice Transactions 6	\$8,222.30
Program 182001 - Aquatics - Bryan Pool										
Account 53650 - Other Repairs										
392 - Koorsen Fire & Security, INC	4608274	18-Recharge Fire Extinguishers	Paid by EFT # 26532		12/04/2018	12/04/2018	12/14/2018		12/14/2018	29.00
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$29.00
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 1	\$29.00
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3083587606	18 FSC Propane for Zamboni	Paid by EFT # 26439		12/04/2018	12/04/2018	12/14/2018		12/14/2018	220.32
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	\$220.32
Account 52310 - Building Materials and Supplies										
413 - Bloomington Paint & Wallpaper Co	00401135	18 FSC Paint for Lobby Window Frame	Paid by Check # 68822		12/04/2018	12/04/2018	12/14/2018		12/14/2018	168.57
394 - Kleindorfer Hardware & Variety	623967	18 FSC New T-Handle for Door Lock	Paid by EFT # 26531		12/04/2018	12/04/2018	12/14/2018		12/14/2018	6.49
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	\$175.06
Account 52420 - Other Supplies										
5271 - American Athletic Shoe Company, INC	SI-116414	18 - FSC skate repair items, tonques, eyelets,	Paid by EFT # 26436		12/04/2018	12/04/2018	12/14/2018		12/14/2018	190.00
6530 - Office Depot, INC	230027080001	18- Shipping tags	Paid by EFT # 26566		12/04/2018	12/04/2018	12/14/2018		12/14/2018	19.53
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$209.53
Account 53630 - Machinery and Equipment Repairs										
4902 - DEEM, LLC	875738	18 FSC Maintenance for North Cooling Tower	Paid by EFT # 26476		12/04/2018	12/04/2018	12/14/2018		12/14/2018	810.00
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	\$810.00
Account 53650 - Other Repairs										
4283 - Accurate Cutting Technologies, INC	50550	18 FSC Sharpening Blades for Zamboni	Paid by EFT # 26430		12/04/2018	12/04/2018	12/14/2018		12/14/2018	166.20
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$166.20
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	3458	18 - FSC Bathroom cleaning service	Paid by EFT # 26481		12/04/2018	12/04/2018	12/14/2018		12/14/2018	90.00
53657 - Plymate, INC	2798009	18 - FSC Mat Cleaning Service	Paid by EFT # 26574		12/04/2018	12/04/2018	12/14/2018		12/14/2018	72.41
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 2	\$162.41
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	4608269	18 FSC Koorsen Fire Extinguisher Inspection	Paid by EFT # 26532		12/04/2018	12/04/2018	12/14/2018		12/14/2018	58.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$58.00
Program 182500 - Frank Southern Center Totals									Invoice Transactions 10	\$1,801.52



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Program 183500 - Golf Services Account 52220 - Agricultural Supplies 4383 - Advanced Turf Solutions, INC									
50722974	18 - Chemicals	Paid by EFT # 26433	12/04/2018	12/04/2018	12/14/2018	12/14/2018	2,342.40		
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1	\$2,342.40	
Account 52420 - Other Supplies 4383 - Advanced Turf Solutions, INC									
50722976	18-rake	Paid by EFT # 26433	12/04/2018	12/04/2018	12/14/2018	12/14/2018	88.00		
Account 52420 - Other Supplies Totals							Invoice Transactions 1	\$88.00	
Account 53910 - Dues and Subscriptions 54935 - Vermont Systems, INC									
60853	18-Golf POS system annual maintenance	Paid by EFT # 26634	12/04/2018	12/04/2018	12/14/2018	12/14/2018	780.00		
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1	\$780.00	
Program 183500 - Golf Services Totals							Invoice Transactions 3	\$3,210.40	
Program 184500 - Youth Services -Juke Box Account 52210 - Institutional Supplies 53098 - Moore Medical, LLC									
70098694	18-AJB First Aid Supplies	Paid by EFT # 26556	12/04/2018	12/04/2018	12/14/2018	12/14/2018	80.86		
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1	\$80.86	
Account 52310 - Building Materials and Supplies 53098 - Moore Medical, LLC									
70098694	18-AJB First Aid Supplies	Paid by EFT # 26556	12/04/2018	12/04/2018	12/14/2018	12/14/2018	7.03		
53657 - Plymate, INC	18-AJB Entry Mats	Paid by EFT # 26574	12/04/2018	12/04/2018	12/14/2018	12/14/2018	24.71		
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 2	\$31.74	
Account 53610 - Building Repairs 409 - Black Lumber Co. INC									
385086	18-Back door for AJB South entrance	Paid by EFT # 26448	12/04/2018	12/04/2018	12/14/2018	12/14/2018	534.66		
392 - Koorsen Fire & Security, INC	18-AJB Fire Extinguisher inspection	Paid by EFT # 26532	12/04/2018	12/04/2018	12/14/2018	12/14/2018	36.25		
Account 53610 - Building Repairs Totals							Invoice Transactions 2	\$570.91	
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions 5	\$683.51	
Program 186500 - Community Events Account 52420 - Other Supplies 53005 - Menards, INC									
11013	18-Sand, charcoal, gift wrap, gift basket for	Paid by Check # 68840	12/04/2018	12/04/2018	12/14/2018	12/14/2018	31.72		
5819 - Synchrony Bank	18-Food for Artist Hospitality Suite at the	Paid by Check # 68852	12/04/2018	12/04/2018	12/14/2018	12/14/2018	42.38		
Account 52420 - Other Supplies Totals							Invoice Transactions 2	\$74.10	
Account 53730 - Machinery and Equipment Rental 536 - Chris Ramsey (KingSnake Sound Company)									
140498	18- Sound Engineering and Equipment Rental	Paid by EFT # 26580	12/04/2018	12/04/2018	12/14/2018	12/14/2018	325.00		
Account 53730 - Machinery and Equipment Rental Totals							Invoice Transactions 1	\$325.00	
Account 53990 - Other Services and Charges 50722 - Bloomington Bagel Co., INC									
INV-13836	18- Coffee and Tea for hospitality at the Holiday	Paid by EFT # 26451	12/04/2018	12/04/2018	12/14/2018	12/14/2018	51.39		
2538 - Bloomington Chamber Singers	18- 60-minute Performance at Holiday	Paid by EFT # 26452	12/04/2018	12/04/2018	12/14/2018	12/14/2018	400.00		
4598 - Susan Lorimer (Big Bounce Fun House Rentals)	18 - Trackless Train Rental for Holiday	Paid by EFT # 26542	12/04/2018	12/04/2018	12/14/2018	12/14/2018	1,065.00		
5761 - Ross Alan Newsom	18- Carriage Rides for Holiday Market-	Paid by EFT # 26563	12/04/2018	12/04/2018	12/14/2018	12/14/2018	1,300.00		
536 - Chris Ramsey (KingSnake Sound Company)	18- CE Sound Equipment	Paid by EFT # 26580	12/04/2018	12/04/2018	12/14/2018	12/14/2018	1,520.00		
6746 - Mitchell L Rice	18-Character Services for St. Nick at the Holiday	Paid by EFT # 26584	12/04/2018	12/04/2018	12/14/2018	12/14/2018	150.00		
336 - Southside Rental Center, INC	18- Rental of 2, 30x30 and 1, 30x40 Tent for	Paid by Check # 68849	12/04/2018	12/04/2018	12/14/2018	12/14/2018	2,101.80		
1236 - The Harvey Phillips Foundation, INC	18-60-minute Performance by the	Paid by Check # 68854	12/04/2018	12/04/2018	12/14/2018	12/14/2018	1,500.00		
21312 - Suzette Weakley	18- 60-minute Performance by Hoosier	Paid by EFT # 26636	12/04/2018	12/04/2018	12/14/2018	12/14/2018	200.00		
Account 53990 - Other Services and Charges Totals							Invoice Transactions 9	\$8,288.19	
Program 186500 - Community Events Totals							Invoice Transactions 12	\$8,687.29	
Program 187001 - Adult Sports-Softball Account 52220 - Agricultural Supplies 786 - Richard's Small Engine, INC									
324700	18 TLSP New Poly Hopper (Spreader)	Paid by EFT # 26585	12/04/2018	12/04/2018	12/14/2018	12/14/2018	599.00		
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1	\$599.00	
Account 53160 - Instruction 9031 - Indiana Park And Recreation Association									
79264	Conference Registrations for Turnbull	Paid by Check # 68837	12/04/2018	12/04/2018	12/14/2018	12/14/2018	310.00		
9031 - Indiana Park And Recreation Association	Conference Registrations for Pederson	Paid by Check # 68837	12/04/2018	12/04/2018	12/14/2018	12/14/2018	310.00		
Account 53160 - Instruction Totals							Invoice Transactions 2	\$620.00	
Account 53990 - Other Services and Charges 392 - Koorsen Fire & Security, INC									
4609772	18 TLSP Koorsen Fire Extinguisher Inspection	Paid by EFT # 26532	12/04/2018	12/04/2018	12/14/2018	12/14/2018	324.80		
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$324.80	
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 4	\$1,543.80	
Program 187500 - Banneker Account 52210 - Institutional Supplies 1029 - Cintas First Aid & Safety #2									
5012326585	18-BBCC-First Aid Supplies	Paid by EFT # 26466	12/04/2018	12/04/2018	12/14/2018	12/14/2018	74.99		
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1	\$74.99	
Account 52420 - Other Supplies									



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394 - Kleindorfer Hardware & Variety	634166	18-BBCC-Keys	Paid by EFT # 26531	12/04/2018	12/04/2018	12/14/2018	12/14/2018	8.48
5819 - Synchrony Bank	2724	18-BBCC-Thanksgiving Event	Paid by Check # 68852	12/04/2018	12/04/2018	12/14/2018	12/14/2018	216.45
5819 - Synchrony Bank	7384	18-BBCC-Office/Cleaning Supplies	Paid by Check # 68852	12/04/2018	12/04/2018	12/14/2018	12/14/2018	129.19
			Account 52420 - Other Supplies Totals	Invoice Transactions 3				\$354.12
Account 53990 - Other Services and Charges								
6279 - Destiny Easton (I Shine Cleaning, LLC)	3449	18-BBCC-November Cleaning	Paid by EFT # 26481	12/04/2018	12/04/2018	12/14/2018	12/14/2018	300.00
4073 - Terminix International	380750597	18-BBCC-IPM	Paid by Check # 68853	12/04/2018	12/04/2018	12/14/2018	12/14/2018	40.00
			Account 53990 - Other Services and Charges Totals	Invoice Transactions 2				\$340.00
			Program 187500 - Banneker Totals	Invoice Transactions 6				\$769.11
Program 189000 - Operations								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM209444	18-Cleaners, vinyl gloves, paper towels, first aid	Paid by EFT # 26488	12/04/2018	12/04/2018	12/14/2018	12/14/2018	17.67
313 - Fastenal Company	INBLM209304	18-gloves	Paid by EFT # 26488	12/04/2018	12/04/2018	12/14/2018	12/14/2018	25.58
			Account 52210 - Institutional Supplies Totals	Invoice Transactions 2				\$43.25
Account 52310 - Building Materials and Supplies								
53005 - Menards, INC	11247	18-socket	Paid by Check # 68840	12/04/2018	12/04/2018	12/14/2018	12/14/2018	7.98
53005 - Menards, INC	10931	18-storm window, 2X4 cedar for ops fence	Paid by Check # 68840	12/04/2018	12/04/2018	12/14/2018	12/14/2018	79.71
53005 - Menards, INC	12543	18-(100) 10' steel sheets & (250) 2x4x12' boards	Paid by Check # 68840	12/04/2018	12/04/2018	12/14/2018	12/14/2018	4,159.59
53005 - Menards, INC	12340	18-shelf, brackets for Rosehill Office	Paid by Check # 68840	12/04/2018	12/04/2018	12/14/2018	12/14/2018	14.97
			Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 4				\$4,262.25
Account 52340 - Other Repairs and Maintenance								
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	29096542	18-Replacement tires for groundskeeping	Paid by EFT # 26445	12/04/2018	12/04/2018	12/14/2018	12/14/2018	556.72
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	29097236	18-(4) tires for Cemeteries Toro	Paid by EFT # 26445	12/04/2018	12/04/2018	12/14/2018	12/14/2018	259.32
394 - Kleindorfer Hardware & Variety	635151	18-blacktop patch	Paid by EFT # 26531	12/04/2018	12/04/2018	12/14/2018	12/14/2018	12.00
394 - Kleindorfer Hardware & Variety	623662	18-powergrab, sponge window seal	Paid by EFT # 26531	12/04/2018	12/04/2018	12/14/2018	12/14/2018	14.17
394 - Kleindorfer Hardware & Variety	632225	18-paint for graffiti at High Village Park	Paid by EFT # 26531	12/04/2018	12/04/2018	12/14/2018	12/14/2018	98.81
394 - Kleindorfer Hardware & Variety	632136	18-fiberglass insulation, nails	Paid by EFT # 26531	12/04/2018	12/04/2018	12/14/2018	12/14/2018	11.18
394 - Kleindorfer Hardware & Variety	632152	18-screws	Paid by EFT # 26531	12/04/2018	12/04/2018	12/14/2018	12/14/2018	1.03
52775 - Landscape Structures, INC	INV-067084	18-(3) Offset clamp assemblies & (1)	Paid by EFT # 26534	12/04/2018	12/04/2018	12/14/2018	12/14/2018	344.10
53005 - Menards, INC	11941	18-50CT LED Concave	Paid by Check # 68840	12/04/2018	12/04/2018	12/14/2018	12/14/2018	7.76
			Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 9				\$1,305.09
Account 52420 - Other Supplies								
19171 - Aramark Uniform & Career Apparel Group, INC	001823674613	18-Replacement LOGO door mat18-	Paid by EFT # 26441	12/04/2018	12/04/2018	12/14/2018	12/14/2018	75.42
651 - Engraving & Stamp Center, INC	31811	18-Invoice stamp & ink refill	Paid by EFT # 26484	12/04/2018	12/04/2018	12/14/2018	12/14/2018	69.12
9523 - Freedom Business Solutions, LLC	10978	18-(1) Black printer cartridge for Laser Jet	Paid by EFT # 26494	12/04/2018	12/04/2018	12/14/2018	12/14/2018	109.00
394 - Kleindorfer Hardware & Variety	631659	18-key	Paid by EFT # 26531	12/04/2018	12/04/2018	12/14/2018	12/14/2018	1.50
5763 - Miracle Recreation Equipment Company	116556-1	18-Lizard Log to complete Woodlawn	Paid by EFT # 26553	12/04/2018	12/04/2018	12/14/2018	12/14/2018	8,500.00
11012 - Parkreation, INC	1400228447	18-Replacement Inclusive swing seat for	Paid by EFT # 26570	12/04/2018	12/04/2018	12/14/2018	12/14/2018	1,084.00
			Account 52420 - Other Supplies Totals	Invoice Transactions 6				\$9,839.04
Account 53160 - Instruction								
9031 - Indiana Park And Recreation Association	32536	18-(1) Full Package Request. for State	Paid by Check # 68837	12/04/2018	12/04/2018	12/14/2018	12/14/2018	320.00
			Account 53160 - Instruction Totals	Invoice Transactions 1				\$320.00
Account 53610 - Building Repairs								
392 - Koorsen Fire & Security, INC	4608277	18-Annual fire extinguisher inspections	Paid by EFT # 26532	12/04/2018	12/04/2018	12/14/2018	12/14/2018	21.75
392 - Koorsen Fire & Security, INC	4608280	18-Annual fire extinguisher inspections	Paid by EFT # 26532	12/04/2018	12/04/2018	12/14/2018	12/14/2018	83.75
392 - Koorsen Fire & Security, INC	4608275	18-Annual fire extinguisher inspections	Paid by EFT # 26532	12/04/2018	12/04/2018	12/14/2018	12/14/2018	97.50
392 - Koorsen Fire & Security, INC	4608273	18-Annual fire extinguisher inspections	Paid by EFT # 26532	12/04/2018	12/04/2018	12/14/2018	12/14/2018	7.25
392 - Koorsen Fire & Security, INC	4608268	18-Annual fire extinguisher inspections	Paid by EFT # 26532	12/04/2018	12/04/2018	12/14/2018	12/14/2018	835.50
392 - Koorsen Fire & Security, INC	4608276	18-Annual fire extinguisher inspections	Paid by EFT # 26532	12/04/2018	12/04/2018	12/14/2018	12/14/2018	90.25
392 - Koorsen Fire & Security, INC	4608279	18-Annual fire extinguisher inspections	Paid by EFT # 26532	12/04/2018	12/04/2018	12/14/2018	12/14/2018	14.50
			Account 53610 - Building Repairs Totals	Invoice Transactions 7				\$1,150.50
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	001823674593	18-Uniform & mat laundry services for	Paid by EFT # 26441	12/04/2018	12/04/2018	12/14/2018	12/14/2018	15.36
19171 - Aramark Uniform & Career Apparel Group, INC	1823692441	18-Uniform & mat laundry services for	Paid by EFT # 26441	12/04/2018	12/04/2018	12/14/2018	12/14/2018	15.36



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19171 - Aramark Uniform & Career Apparel Group, INC	1823683417	18-Uniform & mat laundry services for	Paid by EFT # 26441	12/04/2018	12/04/2018	12/14/2018	12/14/2018	15.36
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice Transactions 3		\$46.08			
Account 53950 - Landfill								
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	559	18-(12) loads yard waste from tree removals @	Paid by EFT # 26516	12/04/2018	12/04/2018	12/14/2018	12/14/2018	285.00
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	541	18-Misc loads of UF tree removals from 9/6-10/4	Paid by EFT # 26516	12/04/2018	12/04/2018	12/14/2018	12/14/2018	345.00
Account 53950 - Landfill Totals			Invoice Transactions 2		\$630.00			
Program 189000 - Operations Totals			Invoice Transactions 34		\$17,596.21			
Program 189500 - Landscaping								
Account 52220 - Agricultural Supplies								
5391 - Spence Restoration Nursery, INC	684	18- native seed mix for 9.5 acres of Rail Trail	Paid by EFT # 26609	12/04/2018	12/04/2018	12/14/2018	12/14/2018	1,780.35
Account 52220 - Agricultural Supplies Totals			Invoice Transactions 1		\$1,780.35			
Program 189500 - Landscaping Totals			Invoice Transactions 1		\$1,780.35			
Program 189501 - Cemeteries								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	623509	18-ice scappers	Paid by EFT # 26531	12/04/2018	12/04/2018	12/14/2018	12/14/2018	7.45
Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$7.45			
Program 189501 - Cemeteries Totals			Invoice Transactions 1		\$7.45			
Program 189503 - Urban Forestry								
Account 53910 - Dues and Subscriptions								
4484 - International Society of Arboriculture	IN-3231A 2019	18-Annual Membership Fee for (1) certified RFT	Paid by EFT # 26524	12/04/2018	12/04/2018	12/14/2018	12/14/2018	120.00
Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		\$120.00			
Account 53990 - Other Services and Charges								
11221 - Paul R Patrick (Rick Patrick Tree Care)	1115-COB	18-Pruning of trees:Adams Hill	Paid by EFT # 26571	12/04/2018	12/04/2018	12/14/2018	12/14/2018	1,875.00
Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$1,875.00			
Program 189503 - Urban Forestry Totals			Invoice Transactions 2		\$1,995.00			
Department 18 - Parks & Recreation Totals			Invoice Transactions 91		\$46,864.68			
Fund 200 - Parks and Recreation Gen (\$1301) Totals			Invoice Transactions 91		\$46,864.68			
Fund 201 - Parks and Rec Non Reverting								
Account 10002.1 - Petty Cash / Cash Change Cash Change								
205 - City Of Bloomington	19WP	18- Change Fund Winter Palooza	Paid by Check # 68826	12/04/2018	12/04/2018	12/14/2018	12/14/2018	600.00
Account 10002.1 - Petty Cash / Cash Change Cash Change Totals			Invoice Transactions 1		\$600.00			
Department 18 - Parks & Recreation								
Program 181001 - Health & Wellness								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	735477667375	18- Camera Stabilizer, games for AJB, Am.	Paid by EFT # 26621	12/04/2018	12/04/2018	12/14/2018	12/14/2018	54.40
Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$54.40			
Account 53720 - Building Rental								
205 - City Of Bloomington	18-201450-2018-5	18- July Jazzercise AJB rental	Paid by Check # 68825	12/04/2018	12/04/2018	12/14/2018	12/14/2018	44.50
205 - City Of Bloomington	18-201450-2018-6	18- Jazzercise rental of AJB	Paid by Check # 68825	12/04/2018	12/04/2018	12/14/2018	12/14/2018	52.00
205 - City Of Bloomington	18-201450-2018-4	18- June Jazzercise AJB rental	Paid by Check # 68825	12/04/2018	12/04/2018	12/14/2018	12/14/2018	48.00
205 - City Of Bloomington	18-201450-2018-7	18- Jazzercise rental August & September	Paid by Check # 68825	12/04/2018	12/04/2018	12/14/2018	12/14/2018	96.00
Account 53720 - Building Rental Totals			Invoice Transactions 4		\$240.50			
Program 181001 - Health & Wellness Totals			Invoice Transactions 5		\$294.90			
Program 182003 - Aquatics-Health & Safety								
Account 52420 - Other Supplies								
4504 - American National Red Cross	29001767	18-Replacement manikans/training	Paid by EFT # 26438	12/04/2018	12/04/2018	12/14/2018	12/14/2018	1,997.16
Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$1,997.16			
Program 182003 - Aquatics-Health & Safety Totals			Invoice Transactions 1		\$1,997.16			
Program 182500 - Frank Southern Center								
Account 52330 - Street , Alley, and Sewer Material								
5819 - Synchrony Bank	2211	18-FSC Concessions Supplies	Paid by Check # 68852	12/04/2018	12/04/2018	12/14/2018	12/14/2018	333.68
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 1		\$333.68			
Account 52420 - Other Supplies								
6530 - Office Depot, INC	230023205001	18- Jumbo markers	Paid by EFT # 26566	12/04/2018	12/04/2018	12/14/2018	12/14/2018	43.08
5819 - Synchrony Bank	543346656556	18 - FSC Skate w Santa Elf Costumes	Paid by EFT # 26621	12/04/2018	12/04/2018	12/14/2018	12/14/2018	128.16
5819 - Synchrony Bank	574395435843	18 - FSC Garment Bag for Santa Suit	Paid by EFT # 26621	12/04/2018	12/04/2018	12/14/2018	12/14/2018	23.99
5819 - Synchrony Bank	759637539935	18 - FSC skate w santa beard, santa boots, mrs	Paid by EFT # 26621	12/04/2018	12/04/2018	12/14/2018	12/14/2018	18.29
5819 - Synchrony Bank	434776546375	18 - FSC skate w santa beard, santa boots, mrs	Paid by EFT # 26621	12/04/2018	12/04/2018	12/14/2018	12/14/2018	39.99
5819 - Synchrony Bank	574534877646	18 - FSC skate w santa beard, santa boots, mrs	Paid by EFT # 26621	12/04/2018	12/04/2018	12/14/2018	12/14/2018	110.94
5819 - Synchrony Bank	743739797869	18 - FSC skate w santa beard, santa boots, mrs	Paid by EFT # 26621	12/04/2018	12/04/2018	12/14/2018	12/14/2018	44.99
Account 52420 - Other Supplies Totals			Invoice Transactions 7		\$409.44			
Account 52430 - Uniforms and Tools								



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798 - Winters Associates Promotional Products, INC	112292	18 FSC Fleeces for Skating School	Paid by EFT # 26648	12/04/2018	12/04/2018	12/14/2018	12/14/2018	436.58
Account 52430 - Uniforms and Tools Totals				Invoice Transactions 1		\$436.58		
Account 53940 - Temporary Contractual Employee								
6697 - Samuel Webb Markwood	112518	18 - FSC Adult Hockey League Official	Paid by EFT # 26547	12/04/2018	12/04/2018	12/14/2018	12/14/2018	80.00
6703 - Jack Alan Meredith	112518	18 - FSC Adult Hockey League Official	Paid by EFT # 26549	12/04/2018	12/04/2018	12/14/2018	12/14/2018	80.00
Account 53940 - Temporary Contractual Employee Totals				Invoice Transactions 2		\$160.00		
Program 182500 - Frank Southern Center Totals				Invoice Transactions 11		\$1,339.70		
Program 183501 - Golf Course - Pro Shop								
Account 52330 - Street , Alley, and Sewer Material								
4072 - Acushnet Company	906734967	18 - Merchandise, Hats, Shirts, Balls	Paid by Check # 68819	12/04/2018	12/04/2018	12/14/2018	12/14/2018	478.54
4072 - Acushnet Company	906637029	18 - Clubs and accessories	Paid by Check # 68819	12/04/2018	12/04/2018	12/14/2018	12/14/2018	262.04
53619 - Ping, INC	14424231	18 - Merchandise for Proshop Sales	Paid by EFT # 26573	12/04/2018	12/04/2018	12/14/2018	12/14/2018	51.93
Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 3		\$792.51		
Program 183501 - Golf Course - Pro Shop Totals				Invoice Transactions 3		\$792.51		
Program 184000 - Natural Resources								
Account 53990 - Other Services and Charges								
205 - City Of Bloomington	11262018	18-summer nature days bus transportation	Paid by Check # 68825	12/04/2018	12/04/2018	12/14/2018	12/14/2018	22.01
4756 - White Buffalo, INC	2018-28	18-wildlife biologist	Paid by EFT # 26643	12/04/2018	12/04/2018	12/14/2018	12/14/2018	3,216.07
Account 53990 - Other Services and Charges Totals				Invoice Transactions 2		\$3,238.08		
Program 184000 - Natural Resources Totals				Invoice Transactions 2		\$3,238.08		
Program 184500 - Youth Services -Juke Box								
Account 53940 - Temporary Contractual Employee								
3805 - Margot Scholz	121418	18-AJB Ballroom Instruction	Paid by Check # 68848	12/04/2018	12/04/2018	12/14/2018	12/14/2018	1,271.00
Account 53940 - Temporary Contractual Employee Totals				Invoice Transactions 1		\$1,271.00		
Program 184500 - Youth Services -Juke Box Totals				Invoice Transactions 1		\$1,271.00		
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies								
4647 - S&S Worldwide, INC	10540366	18-Kid City Summer Camp Arts & Crafts	Paid by EFT # 26592	12/04/2018	12/04/2018	12/14/2018	12/14/2018	50.97
5819 - Synchrony Bank	735477667375	18- Camera Stabilizer, games for AJB, Am.	Paid by EFT # 26621	12/04/2018	12/04/2018	12/14/2018	12/14/2018	36.68
Account 52420 - Other Supplies Totals				Invoice Transactions 2		\$87.65		
Program 184501 - Youth Services-Kid City Camps Totals				Invoice Transactions 2		\$87.65		
Program 185000 - Twin Lakes Recreation Center								
Account 52210 - Institutional Supplies								
9269 - HP Products Corporation	14219219	18 - TLRC Institutional Supplies	Paid by EFT # 26514	12/04/2018	12/04/2018	12/14/2018	12/14/2018	635.94
5819 - Synchrony Bank	6007	18 - TLRC Institutional Supplies	Paid by Check # 68852	12/04/2018	12/04/2018	12/14/2018	12/14/2018	87.92
Account 52210 - Institutional Supplies Totals				Invoice Transactions 2		\$723.86		
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	631533	18-tile	Paid by EFT # 26531	12/04/2018	12/04/2018	12/14/2018	12/14/2018	24.99
394 - Kleindorfer Hardware & Variety	635540	18-screws	Paid by EFT # 26531	12/04/2018	12/04/2018	12/14/2018	12/14/2018	1.32
53005 - Menards, INC	12012	18-PVC Pipe	Paid by Check # 68840	12/04/2018	12/04/2018	12/14/2018	12/14/2018	16.77
53005 - Menards, INC	12046	18 - TLRC Facility Supplies	Paid by Check # 68840	12/04/2018	12/04/2018	12/14/2018	12/14/2018	33.98
Account 52310 - Building Materials and Supplies Totals				Invoice Transactions 4		\$77.06		
Account 52420 - Other Supplies								
5819 - Synchrony Bank	6006	18 - TLRC Program Supplies	Paid by Check # 68852	12/04/2018	12/04/2018	12/14/2018	12/14/2018	14.96
5819 - Synchrony Bank	735477667375	18- Camera Stabilizer, games for AJB, Am.	Paid by EFT # 26621	12/04/2018	12/04/2018	12/14/2018	12/14/2018	319.70
Account 52420 - Other Supplies Totals				Invoice Transactions 2		\$334.66		
Account 53150 - Communications Contract								
392 - Koorsen Fire & Security, INC	4616759	18 - TLRC Alarm Monitoring	Paid by EFT # 26532	12/04/2018	12/04/2018	12/14/2018	12/14/2018	102.82
Account 53150 - Communications Contract Totals				Invoice Transactions 1		\$102.82		
Account 53230 - Travel								
1973 - Megan M Stark	12-3-2018	18-Travel Reimbursement	Paid by EFT # 26614	12/04/2018	12/04/2018	12/14/2018	12/14/2018	2,135.28
Account 53230 - Travel Totals				Invoice Transactions 1		\$2,135.28		
Account 53610 - Building Repairs								
53657 - Plymate, INC	2797998	18 - TLRC Entry Mat Service	Paid by EFT # 26574	12/04/2018	12/04/2018	12/14/2018	12/14/2018	75.99
Account 53610 - Building Repairs Totals				Invoice Transactions 1		\$75.99		
Account 53650 - Other Repairs								
392 - Koorsen Fire & Security, INC	4608278	18 - TLRC Fire Extinguisher Inspection	Paid by EFT # 26532	12/04/2018	12/04/2018	12/14/2018	12/14/2018	327.75
Account 53650 - Other Repairs Totals				Invoice Transactions 1		\$327.75		
Program 185000 - Twin Lakes Recreation Center Totals				Invoice Transactions 12		\$3,777.42		
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
5274 - Catherine T Gossett	112818	18-TLRC Fitness Specialist	Paid by EFT # 26500	12/04/2018	12/04/2018	12/14/2018	12/14/2018	150.00



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6602 - Pendah Jallow	112818	18-TLRC Fitness Specialist	Paid by EFT # 26527	12/04/2018	12/04/2018	12/14/2018	12/14/2018	27.00
1336 - Kristy L LeVert	112918	18-TLRC Fitness Specialist	Paid by EFT # 26538	12/04/2018	12/04/2018	12/14/2018	12/14/2018	62.50
5007 - Emeline P O'Connor	112718	18-TLRC Fitness Specialist	Paid by EFT # 26565	12/04/2018	12/04/2018	12/14/2018	12/14/2018	100.00
14093 - Aliana Radecki	112818	18-TLRC Fitness Specialist	Paid by EFT # 26579	12/04/2018	12/04/2018	12/14/2018	12/14/2018	125.00
4062 - Janet Altman Scott	112918	18-TLRC Fitness Specialist	Paid by EFT # 26599	12/04/2018	12/04/2018	12/14/2018	12/14/2018	229.50
1973 - Megan M Stark	113118	18-TLRC Fitness Specialist	Paid by EFT # 26613	12/04/2018	12/04/2018	12/14/2018	12/14/2018	450.00
6722 - Claire Sunkel	112718	18-TLRC Fitness Specialist	Paid by EFT # 26619	12/04/2018	12/04/2018	12/14/2018	12/14/2018	45.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 8		\$1,189.00
			Program 185002 - TLRC-Health & Wellness Totals			Invoice Transactions 8		\$1,189.00
Program 185003 - TLRC-Basketball								
Account 52420 - Other Supplies								
4274 - Charles B Hensley (Midwest Youth Tournaments)	110	18-Awards For Bloomington Youth	Paid by EFT # 26507	12/04/2018	12/04/2018	12/14/2018	12/14/2018	1,415.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$1,415.00
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T90350	18-Future Stars basketball shirts	Paid by EFT # 26622	12/04/2018	12/04/2018	12/14/2018	12/14/2018	289.92
			Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1		\$289.92
Account 53940 - Temporary Contractual Employee								
5377 - James D Acton	111418	18-Basketball Official	Paid by EFT # 26432	12/04/2018	12/04/2018	12/14/2018	12/14/2018	40.00
3571 - Joseph R Hardy	111518	18-Basketball Official	Paid by EFT # 26505	12/04/2018	12/04/2018	12/14/2018	12/14/2018	60.00
6725 - Jaren Hornbeak	111518	18-Basketball Official	Paid by EFT # 26513	12/04/2018	12/04/2018	12/14/2018	12/14/2018	140.00
6285 - Peter LaMagna	111418	18-Basketball Official	Paid by EFT # 26533	12/04/2018	12/04/2018	12/14/2018	12/14/2018	40.00
6240 - Timothy A Lemper	111418	18-Basketball Official	Paid by EFT # 26537	12/04/2018	12/04/2018	12/14/2018	12/14/2018	120.00
17675 - Alexander W Robbins	111418	18-Basketball Official	Paid by EFT # 26587	12/04/2018	12/04/2018	12/14/2018	12/14/2018	40.00
6414 - Trey A Von Bokern	111418	18-Basketball Official	Paid by EFT # 26635	12/04/2018	12/04/2018	12/14/2018	12/14/2018	40.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 7		\$480.00
			Program 185003 - TLRC-Basketball Totals			Invoice Transactions 9		\$2,184.92
Program 185006 - TLRC-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	6801205997	18 - TLRC Concession Product	Paid by EFT # 26470	12/04/2018	12/04/2018	12/14/2018	12/14/2018	632.41
4099 - Gold Medal Products CO.	146869	18 - TLRC Concession Items	Paid by EFT # 26499	12/04/2018	12/04/2018	12/14/2018	12/14/2018	249.79
5819 - Synchrony Bank	6005	18 - TLRC Concession Supplies	Paid by Check # 68852	12/04/2018	12/04/2018	12/14/2018	12/14/2018	122.84
			Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 3		\$1,005.04
			Program 185006 - TLRC-Concessions Totals			Invoice Transactions 3		\$1,005.04
Program 186500 - Community Events								
Account 53160 - Instruction								
9031 - Indiana Park And Recreation Association	79280	18- 2019 IPRA Conference Feb. 19-Feb.	Paid by Check # 68837	12/04/2018	12/04/2018	12/14/2018	12/14/2018	320.00
9031 - Indiana Park And Recreation Association	79961	18 - Registration - annual conference Feb	Paid by Check # 68837	12/04/2018	12/04/2018	12/14/2018	12/14/2018	310.00
9031 - Indiana Park And Recreation Association	81379	18 Registration for 2019 IPRA Conference in	Paid by Check # 68837	12/04/2018	12/04/2018	12/14/2018	12/14/2018	310.00
9031 - Indiana Park And Recreation Association	81584	18 - 2019 IPRA Conference Feb. 19-Feb.	Paid by Check # 68837	12/04/2018	12/04/2018	12/14/2018	12/14/2018	310.00
			Account 53160 - Instruction Totals			Invoice Transactions 4		\$1,250.00
			Program 186500 - Community Events Totals			Invoice Transactions 4		\$1,250.00
Program 186503 - Community Events-Farmers' Market								
Account 47230 - Gift Certificate								
12418 - Teresa A Birtles	1713	Market Bucks and Gift Certificates	Paid by EFT # 26446	12/04/2018	12/04/2018	12/14/2018	12/14/2018	5.00
12411 - Kimberly D Bryant	1724	Market Bucks and Gift Certificates	Paid by EFT # 26459	12/04/2018	12/04/2018	12/14/2018	12/14/2018	50.00
12544 - Linda Chapman	1696	Gift Certificates	Paid by Check # 68824	12/04/2018	12/04/2018	12/14/2018	12/14/2018	20.00
4360 - Earth Song Farm, LLC	1681	Market Bucks and Gift Certificates	Paid by EFT # 26480	12/04/2018	12/04/2018	12/14/2018	12/14/2018	5.00
12416 - Daniel J Graber	1675	Market Bucks and Gift Certificates	Paid by EFT # 26501	12/04/2018	12/04/2018	12/14/2018	12/14/2018	235.00
12416 - Daniel J Graber	1708	Market Bucks and Gift Certificates	Paid by EFT # 26501	12/04/2018	12/04/2018	12/14/2018	12/14/2018	5.00
2458 - Jason L Hobson (Sycamore Run Farm)	1712	Market Bucks and Gift Certificates	Paid by EFT # 26510	12/04/2018	12/04/2018	12/14/2018	12/14/2018	10.00
52276 - Hunter's Honey Farm	1707	Market Bucks and Gift Certificates	Paid by EFT # 26515	12/04/2018	12/04/2018	12/14/2018	12/14/2018	20.00
5200 - Chester L Lehman	1669	Market Bucks and Gift Certificates	Paid by EFT # 26536	12/04/2018	12/04/2018	12/14/2018	12/14/2018	50.00
4281 - Living Roots, INC	1722	Market Bucks and Gift Certificates	Paid by EFT # 26540	12/04/2018	12/04/2018	12/14/2018	12/14/2018	25.00
3981 - Muddy Fork Farm & Bakery, LLC	1725	Market Bucks and Gift Certificates	Paid by EFT # 26557	12/04/2018	12/04/2018	12/14/2018	12/14/2018	20.00
5550 - Rajarajeswari Muthukrishnan	1691	Gift Certificates	Paid by EFT # 26558	12/04/2018	12/04/2018	12/14/2018	12/14/2018	5.00



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6427 - Katherine B Mysliwiec (Needmore Coffee Roasters)	1665	Gift Certificates	Paid by EFT # 26559	12/04/2018	12/04/2018	12/14/2018	12/14/2018	5.00
12420 - Jonathan J Navota	1672	Market Bucks and Gift Certificates	Paid by EFT # 26560	12/04/2018	12/04/2018	12/14/2018	12/14/2018	5.00
12409 - Jeffrey A Padgett	1705	Market Bucks and Gift Certificates	Paid by EFT # 26568	12/04/2018	12/04/2018	12/14/2018	12/14/2018	45.00
12409 - Jeffrey A Padgett	1698	Market Bucks and Gift Certificates	Paid by EFT # 26568	12/04/2018	12/04/2018	12/14/2018	12/14/2018	45.00
6730 - Sabine Reche	1719	Market Bucks and Gift Certificates	Paid by EFT # 26581	12/04/2018	12/04/2018	12/14/2018	12/14/2018	40.00
14571 - Melvin E Reeves	1706	Market Bucks and Gift Certificates	Paid by EFT # 26582	12/04/2018	12/04/2018	12/14/2018	12/14/2018	20.00
54040 - SIB, INC (Scholars Inn Bakehouse)	1704	Gift Certificates	Paid by EFT # 26604	12/04/2018	12/04/2018	12/14/2018	12/14/2018	5.00
5673 - Stephen Stoll	1715	Market Bucks and Gift Certificates	Paid by EFT # 26616	12/04/2018	12/04/2018	12/14/2018	12/14/2018	10.00
2508 - Sweet Claire, LLC	1720	Gift Certificates	Paid by EFT # 26620	12/04/2018	12/04/2018	12/14/2018	12/14/2018	45.00
6623 - Twilight Dairy, LLC	1667	Market Bucks and Gift Certificates	Paid by EFT # 26631	12/04/2018	12/04/2018	12/14/2018	12/14/2018	35.00
12424 - Daniel L Weber	1686	Gift Certificates	Paid by EFT # 26637	12/04/2018	12/04/2018	12/14/2018	12/14/2018	5.00
6691 - Rachel Whitcomb (Rosmarino Candles, LLC)	1695	Gift Certificates	Paid by EFT # 26642	12/04/2018	12/04/2018	12/14/2018	12/14/2018	10.00
20294 - Erika Yochum	1700	Market Bucks and Gift Certificates	Paid by Check # 68857	12/04/2018	12/04/2018	12/14/2018	12/14/2018	75.00
Account 47240 - EBT Market Bucks				Account 47230 - Gift Certificate Totals			Invoice Transactions 25	\$795.00
17532 - Kimberley Beesley-Shatto	1714	Market Bucks	Paid by EFT # 26444	12/04/2018	12/04/2018	12/14/2018	12/14/2018	111.00
12418 - Teresa A Birtles	1671	Market Bucks	Paid by EFT # 26446	12/04/2018	12/04/2018	12/14/2018	12/14/2018	18.00
12418 - Teresa A Birtles	1693	Market Bucks	Paid by EFT # 26446	12/04/2018	12/04/2018	12/14/2018	12/14/2018	78.00
12418 - Teresa A Birtles	1713	Market Bucks and Gift Certificates	Paid by EFT # 26446	12/04/2018	12/04/2018	12/14/2018	12/14/2018	33.00
4017 - Bizzy Bee Farm	1699	Market Bucks	Paid by EFT # 26447	12/04/2018	12/04/2018	12/14/2018	12/14/2018	6.00
12406 - Blue Hour Farm	1679	Market Bucks	Paid by EFT # 26455	12/04/2018	12/04/2018	12/14/2018	12/14/2018	3.00
12411 - Kimberly D Bryant	1724	Market Bucks and Gift Certificates	Paid by EFT # 26459	12/04/2018	12/04/2018	12/14/2018	12/14/2018	525.00
3960 - Cortland V Carrington	1682	Market Bucks	Paid by EFT # 26462	12/04/2018	12/04/2018	12/14/2018	12/14/2018	6.00
3960 - Cortland V Carrington	1687	Market Bucks	Paid by EFT # 26462	12/04/2018	12/04/2018	12/14/2018	12/14/2018	3.00
3973 - Amanda Corry	1694	Market Bucks	Paid by EFT # 26472	12/04/2018	12/04/2018	12/14/2018	12/14/2018	9.00
3973 - Amanda Corry	1680	Market Bucks	Paid by EFT # 26472	12/04/2018	12/04/2018	12/14/2018	12/14/2018	147.00
4360 - Earth Song Farm, LLC	1681	Market Bucks and Gift Certificates	Paid by EFT # 26480	12/04/2018	12/04/2018	12/14/2018	12/14/2018	168.00
6431 - Alvin M Fisher	1670	Market Bucks	Paid by EFT # 26491	12/04/2018	12/04/2018	12/14/2018	12/14/2018	18.00
6431 - Alvin M Fisher	1685	Market Bucks	Paid by EFT # 26491	12/04/2018	12/04/2018	12/14/2018	12/14/2018	24.00
3898 - Freedom Valley Farm, LLC	1668	Market Bucks	Paid by EFT # 26495	12/04/2018	12/04/2018	12/14/2018	12/14/2018	252.00
12416 - Daniel J Graber	1675	Market Bucks and Gift Certificates	Paid by EFT # 26501	12/04/2018	12/04/2018	12/14/2018	12/14/2018	894.00
12416 - Daniel J Graber	1708	Market Bucks and Gift Certificates	Paid by EFT # 26501	12/04/2018	12/04/2018	12/14/2018	12/14/2018	30.00
12416 - Daniel J Graber	1721	Market Bucks	Paid by EFT # 26501	12/04/2018	12/04/2018	12/14/2018	12/14/2018	18.00
18520 - Kevin L Graber	1703	Market Bucks	Paid by EFT # 26502	12/04/2018	12/04/2018	12/14/2018	12/14/2018	60.00
18520 - Kevin L Graber	1711	Market Bucks	Paid by EFT # 26502	12/04/2018	12/04/2018	12/14/2018	12/14/2018	12.00
2458 - Jason L Hobson (Sycamore Run Farm)	1712	Market Bucks and Gift Certificates	Paid by EFT # 26510	12/04/2018	12/04/2018	12/14/2018	12/14/2018	87.00
12527 - Hoosier Honey	1692	Market Bucks	Paid by EFT # 26511	12/04/2018	12/04/2018	12/14/2018	12/14/2018	30.00
52276 - Hunter's Honey Farm	1707	Market Bucks and Gift Certificates	Paid by EFT # 26515	12/04/2018	12/04/2018	12/14/2018	12/14/2018	66.00
52276 - Hunter's Honey Farm	1717	Market Bucks	Paid by EFT # 26515	12/04/2018	12/04/2018	12/14/2018	12/14/2018	9.00
7497 - Elizabeth L Jones	1716	Market Bucks	Paid by EFT # 26528	12/04/2018	12/04/2018	12/14/2018	12/14/2018	3.00
5200 - Chester L Lehman	1669	Market Bucks and Gift Certificates	Paid by EFT # 26536	12/04/2018	12/04/2018	12/14/2018	12/14/2018	42.00
4281 - Living Roots, INC	1722	Market Bucks and Gift Certificates	Paid by EFT # 26540	12/04/2018	12/04/2018	12/14/2018	12/14/2018	399.00
5691 - Sean J McKinney	1701	Market Bucks	Paid by EFT # 26548	12/04/2018	12/04/2018	12/14/2018	12/14/2018	78.00
3981 - Muddy Fork Farm & Bakery, LLC	1673	Market Bucks	Paid by EFT # 26557	12/04/2018	12/04/2018	12/14/2018	12/14/2018	12.00
3981 - Muddy Fork Farm & Bakery, LLC	1702	Market Bucks	Paid by EFT # 26557	12/04/2018	12/04/2018	12/14/2018	12/14/2018	12.00
3981 - Muddy Fork Farm & Bakery, LLC	1725	Market Bucks and Gift Certificates	Paid by EFT # 26557	12/04/2018	12/04/2018	12/14/2018	12/14/2018	15.00
12420 - Jonathan J Navota	1672	Market Bucks and Gift Certificates	Paid by EFT # 26560	12/04/2018	12/04/2018	12/14/2018	12/14/2018	27.00
12409 - Jeffrey A Padgett	1705	Market Bucks and Gift Certificates	Paid by EFT # 26568	12/04/2018	12/04/2018	12/14/2018	12/14/2018	21.00



Board of Parks & Recreation Claim Register

Invoice Date Range 12/03/18 - 12/14/18

12409 - Jeffrey A Padgett	1698	Market Bucks and Gift Certificates	Paid by EFT # 26568	12/04/2018	12/04/2018	12/14/2018	12/14/2018	162.00
4419 - Chad Powers	1726	Market Bucks	Paid by EFT # 26576	12/04/2018	12/04/2018	12/14/2018	12/14/2018	24.00
6730 - Sabine Reche	1719	Market Bucks and Gift Certificates	Paid by EFT # 26581	12/04/2018	12/04/2018	12/14/2018	12/14/2018	18.00
14571 - Melvin E Reeves	1706	Market Bucks and Gift Certificates	Paid by EFT # 26582	12/04/2018	12/04/2018	12/14/2018	12/14/2018	12.00
12430 - Luke Rhodes	1666	Market Bucks	Paid by EFT # 26583	12/04/2018	12/04/2018	12/14/2018	12/14/2018	114.00
12430 - Luke Rhodes	1688	Market Bucks	Paid by EFT # 26583	12/04/2018	12/04/2018	12/14/2018	12/14/2018	96.00
6618 - James Sigman	1689	Market Bucks	Paid by EFT # 26605	12/04/2018	12/04/2018	12/14/2018	12/14/2018	12.00
6618 - James Sigman	1683	Market Bucks	Paid by EFT # 26605	12/04/2018	12/04/2018	12/14/2018	12/14/2018	30.00
6618 - James Sigman	1709	Market Bucks	Paid by EFT # 26605	12/04/2018	12/04/2018	12/14/2018	12/14/2018	3.00
2496 - Galen Jay Stoll	1690	Market Bucks	Paid by Check # 68851	12/04/2018	12/04/2018	12/14/2018	12/14/2018	9.00
5673 - Stephen Stoll	1684	Market Bucks	Paid by EFT # 26616	12/04/2018	12/04/2018	12/14/2018	12/14/2018	15.00
5673 - Stephen Stoll	1715	Market Bucks and Gift Certificates	Paid by EFT # 26616	12/04/2018	12/04/2018	12/14/2018	12/14/2018	33.00
6623 - Twilight Dairy, LLC	1667	Market Bucks and Gift Certificates	Paid by EFT # 26631	12/04/2018	12/04/2018	12/14/2018	12/14/2018	285.00
6623 - Twilight Dairy, LLC	1710	Market Bucks	Paid by EFT # 26631	12/04/2018	12/04/2018	12/14/2018	12/14/2018	135.00
5159 - Timothy A Vanzant	1678	Market Bucks	Paid by EFT # 26632	12/04/2018	12/04/2018	12/14/2018	12/14/2018	12.00
12425 - David W Widner	1674	Market Bucks	Paid by Check # 68856	12/04/2018	12/04/2018	12/14/2018	12/14/2018	3.00
6495 - Wilderlove Farm, LLC	1677	Market Bucks	Paid by EFT # 26645	12/04/2018	12/04/2018	12/14/2018	12/14/2018	18.00
5551 - Brandi Williams	1676	Market Bucks	Paid by EFT # 26646	12/04/2018	12/04/2018	12/14/2018	12/14/2018	30.00
20294 - Erika Yochum	1700	Market Bucks and Gift Certificates	Paid by Check # 68857	12/04/2018	12/04/2018	12/14/2018	12/14/2018	36.00
Account 52420 - Other Supplies			Account 47240 - EBT Market Bucks Totals	Invoice Transactions S2				\$4,263.00
394 - Kleindorfer Hardware & Variety	631491	18 - Market - return of siphon	Paid by EFT # 26531	12/04/2018	12/04/2018	12/14/2018	12/14/2018	(3.79)
394 - Kleindorfer Hardware & Variety	635154	18-craft bags	Paid by EFT # 26531	12/04/2018	12/04/2018	12/14/2018	12/14/2018	18.00
394 - Kleindorfer Hardware & Variety	635741	18-yard waste bags, tarp	Paid by EFT # 26531	12/04/2018	12/04/2018	12/14/2018	12/14/2018	21.47
Account 53940 - Temporary Contractual Employee			Account 52420 - Other Supplies Totals	Invoice Transactions 3				\$35.68
5865 - Sean N Breeden-Ost	112418	18 - Market - Mushroom Inspections	Paid by EFT # 26457	12/04/2018	12/04/2018	12/14/2018	12/14/2018	30.00
Program 187001 - Adult Sports-Softball			Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 1				\$30.00
Account 52420 - Other Supplies			Program 186503 - Community Events-Farmers' Market Totals	Invoice Transactions 81				\$5,123.68
11693 - The Award Center, INC	58365	18- TLSP Fall Adult Softball Awards	Paid by EFT # 26624	12/04/2018	12/04/2018	12/14/2018	12/14/2018	427.50
Program 187503 - Banneker-Classes			Account 52420 - Other Supplies Totals	Invoice Transactions 1				\$427.50
Account 53990 - Other Services and Charges			Program 187001 - Adult Sports-Softball Totals	Invoice Transactions 1				\$427.50
697 - Damar, INC (Classic Bowling Lanes)	11162018	18-BBCC-Bowling Field Trip	Paid by EFT # 26474	12/04/2018	12/04/2018	12/14/2018	12/14/2018	117.00
Program G18005 - 2018 Benneker Nature Days			Account 53990 - Other Services and Charges Totals	Invoice Transactions 1				\$117.00
Account 53990 - Other Services and Charges			Program 187503 - Banneker-Classes Totals	Invoice Transactions 1				\$117.00
205 - City Of Bloomington	11262018	18-summer nature days bus transportation	Paid by Check # 68825	12/04/2018	12/04/2018	12/14/2018	12/14/2018	327.99
Program G18009 - 2018-2022 Leonard Springs Nature			Account 53990 - Other Services and Charges Totals	Invoice Transactions 1				\$327.99
Account 53990 - Other Services and Charges			Program G18005 - 2018 Benneker Nature Days Totals	Invoice Transactions 1				\$327.99
234 - Monroe County Community School Corporation	31048	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	168.45
234 - Monroe County Community School Corporation	31049	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	218.58
234 - Monroe County Community School Corporation	31088	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	251.74
234 - Monroe County Community School Corporation	31089	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	187.23
234 - Monroe County Community School Corporation	31090	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	187.23
234 - Monroe County Community School Corporation	31209	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	189.82
234 - Monroe County Community School Corporation	31208	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	189.82
234 - Monroe County Community School Corporation	31310	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	182.75
234 - Monroe County Community School Corporation	31311	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	196.60



Board of Parks & Recreation Claim Register

Invoice Date Range 12/03/18 - 12/14/18

234 - Monroe County Community School Corporation	31312	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	196.60
234 - Monroe County Community School Corporation	31379	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	202.76
234 - Monroe County Community School Corporation	31380	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	202.76
234 - Monroe County Community School Corporation	31424	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	209.83
234 - Monroe County Community School Corporation	31425	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	195.98
234 - Monroe County Community School Corporation	31426	18-Leonard Springs Nature Day	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	183.65
Account 53990 - Other Services and Charges Totals							Invoice Transactions 15	<u>\$2,963.80</u>
Program G18009 - 2018-2022 Leonard Springs Nature Totals							Invoice Transactions 15	<u>\$2,963.80</u>
Program G18010 - 2018-19 Griffy Lake Nature Days								
Account 53990 - Other Services and Charges								
234 - Monroe County Community School Corporation	31031	18-Griffy Lake Nature Day transportation	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	161.05
234 - Monroe County Community School Corporation	31032	18-Griffy Lake Nature Day transportation	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	161.05
234 - Monroe County Community School Corporation	31012	18-Griffy Lake Nature Day transportation	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	195.36
234 - Monroe County Community School Corporation	31056	18-Griffy Lake Nature Day transportation	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	231.52
234 - Monroe County Community School Corporation	31057	18-Griffy Lake Nature Day transportation	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	191.46
234 - Monroe County Community School Corporation	31091	18-Griffy Lake Nature Day transportation	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	142.69
234 - Monroe County Community School Corporation	31092	18-Griffy Lake Nature Day transportation	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	186.94
234 - Monroe County Community School Corporation	31093	18-Griffy Lake Nature Day transportation	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	186.94
234 - Monroe County Community School Corporation	31313	18-Griffy Lake Nature Day transportation	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	198.24
234 - Monroe County Community School Corporation	31314	18-Griffy Lake Nature Day transportation	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	198.24
234 - Monroe County Community School Corporation	31414	18-Griffy Lake Nature Day transportation	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	205.02
234 - Monroe County Community School Corporation	31415	18-Griffy Lake Nature Day transportation	Paid by Check # 68841	12/04/2018	12/04/2018	12/14/2018	12/14/2018	205.02
Account 53990 - Other Services and Charges Totals							Invoice Transactions 12	<u>\$2,263.53</u>
Program G18010 - 2018-19 Griffy Lake Nature Days Totals							Invoice Transactions 12	<u>\$2,263.53</u>
Department 18 - Parks & Recreation Totals							Invoice Transactions 172	<u>\$29,650.88</u>
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions 173	<u>\$30,250.88</u>
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								
Program 18016A - 2016 A FSC BBC Golf Rose Goat								
Account 54510 - Other Capital Outlays								
18844 - First Financial Bank, N.A.	1 Cascades Golf	18-Escrow for GOB Project Cascades Golf	Paid by Check # 68833	12/04/2018	12/04/2018	12/14/2018	12/14/2018	4,960.59
3290 - Manweb Services, INC (Freije-RSC)	43723	18-Ammonia Call out system with addendum	Paid by EFT # 26546	12/04/2018	12/04/2018	12/14/2018	12/14/2018	9,016.82
723 - Neidigh Construction Corporation	1 Cascades Golf	18-GOB Cascades Golf Course Clubhouse	Paid by EFT # 26561	12/04/2018	12/04/2018	12/14/2018	12/14/2018	94,251.21
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 3	<u>\$108,228.62</u>
Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals							Invoice Transactions 3	<u>\$108,228.62</u>
Department 18 - Parks & Recreation Totals							Invoice Transactions 3	<u>\$108,228.62</u>
Fund 977 - Parks 2016 GO Bond Proceeds Totals							Invoice Transactions 3	<u>\$108,228.62</u>
Grand Totals							Invoice Transactions 267	<u>\$185,344.18</u>

REGISTER OF SPECIAL CLAIMS

Board:Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/14/2018	Bank Fees				
	Claims				185,344.18
	Sales Tax				
11/28/2018	Special Utility Claims				4,668.58
					<u>190,012.76</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 \$ 190,012.76

Dated this _____ day of _____ year of 20_____.

I herby 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 _____



Payroll Register - Board of Park Commissioners

Check Date Range 12/07/18 - 12/07/18

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1886 Abdoo, Rachel A	12/07/2018	87.57		.00	.00	5.43	1.27	2.83	1.18	.00	76.86
			.00	.00	87.57	87.57	87.57	87.57	87.57		
		\$87.57		\$0.00	\$0.00	\$5.43	\$1.27	\$2.83	\$1.18	\$0.00	\$76.86
655 Barber, Jennifer C	12/07/2018	403.00		.00	.00	25.00	5.84	6.81	2.83	.00	362.52
			.00	.00	403.00	403.00	403.00	403.00	403.00		
		\$403.00		\$0.00	\$0.00	\$25.00	\$5.84	\$6.81	\$2.83	\$0.00	\$362.52
10000 Barnes, John L 1558	12/07/2018	1,656.00		.00	131.44	103.02	24.09	53.67	22.35	52.52	1,268.91
			.00	.00	1,661.66	1,661.66	1,661.66	1,661.66	1,661.66		
		\$1,656.00		\$0.00	\$131.44	\$103.02	\$24.09	\$53.67	\$22.35	\$52.52	\$1,268.91
2097 Beggs, John D	12/07/2018	251.92		.00	10.96	15.62	3.65	8.14	3.39	.00	210.16
			.00	.00	251.92	251.92	251.92	251.92	251.92		
		\$251.92		\$0.00	\$10.96	\$15.62	\$3.65	\$8.14	\$3.39	\$0.00	\$210.16
33 Behrman, Joachim F	12/07/2018	1,505.60		.00	137.74	93.67	21.90	47.56	19.80	46.82	1,138.11
			.00	.00	1,510.79	1,510.79	1,510.79	1,510.79	1,510.79		
		\$1,505.60		\$0.00	\$137.74	\$93.67	\$21.90	\$47.56	\$19.80	\$46.82	\$1,138.11
2053 BeMiller, Zachary P	12/07/2018	219.37		.00	.00	13.60	3.18	7.09	4.39	.00	191.11
			.00	.00	219.37	219.37	219.37	219.37	219.37		
		\$219.37		\$0.00	\$0.00	\$13.60	\$3.18	\$7.09	\$4.39	\$0.00	\$191.11
1031 Boyd, Bram K	12/07/2018	392.84		.00	.00	24.35	5.71	11.45	5.32	.00	346.01
			.00	.00	392.84	392.84	392.84	392.84	392.84		
		\$392.84		\$0.00	\$0.00	\$24.35	\$5.71	\$11.45	\$5.32	\$0.00	\$346.01
10000 Brinson, Leslie A 1682	12/07/2018	2,040.00		.00	153.64	114.49	26.78	59.65	24.84	257.91	1,402.69
			.00	.00	1,846.65	1,846.65	1,846.65	1,846.65	1,846.65		
		\$2,040.00		\$0.00	\$153.64	\$114.49	\$26.78	\$59.65	\$24.84	\$257.91	\$1,402.69
1453 Buddin, Hannah B	12/07/2018	1,454.33		.00	124.94	87.06	20.36	45.35	18.89	50.17	1,107.56
			.00	.00	1,404.16	1,404.16	1,404.16	1,404.16	1,404.16		
		\$1,454.33		\$0.00	\$124.94	\$87.06	\$20.36	\$45.35	\$18.89	\$50.17	\$1,107.56
			\$0.00	\$0.00	\$1,404.16	\$1,404.16	\$1,404.16	\$1,404.16	\$1,404.16		



Payroll Register - Board of Park Commissioners

Check Date Range 12/07/18 - 12/07/18

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1510 Calvert, Kyle P	12/07/2018	96.00		.00	.00	5.95	1.39	1.86	.77	.00	86.03
			.00	.00	96.00	96.00	96.00	96.00	96.00		
		\$96.00	\$0.00	\$0.00	\$0.00	\$5.95	\$1.39	\$1.86	\$0.77	\$0.00	\$86.03
10000 Campanella, Jennifer J 2286	12/07/2018	124.00		.00	.00	7.69	1.80	.28	.12	.00	114.11
			.00	.00	124.00	124.00	124.00	124.00	124.00		
		\$124.00	\$0.00	\$0.00	\$0.00	\$7.69	\$1.80	\$0.28	\$0.12	\$0.00	\$114.11
10000 Campbell, Ellen M 2727	12/07/2018	1,562.27		.00	127.25	88.25	20.64	44.73	18.63	171.06	1,091.71
			.00	.00	1,423.37	1,423.37	1,423.37	1,423.37	1,423.37		
		\$1,562.27	\$0.00	\$0.00	\$127.25	\$88.25	\$20.64	\$44.73	\$18.63	\$171.06	\$1,091.71
1672 Canada, Jacob A.R.	12/07/2018	91.53		.00	.00	5.67	1.33	2.96	1.60	.00	79.97
			.00	.00	91.53	91.53	91.53	91.53	91.53		
		\$91.53	\$0.00	\$0.00	\$0.00	\$5.67	\$1.33	\$2.96	\$1.60	\$0.00	\$79.97
935 Christie, Chaun W	12/07/2018	85.14		.00	.00	5.28	1.23	2.75	1.15	.00	74.73
			.00	.00	85.14	85.14	85.14	85.14	85.14		
		\$85.14	\$0.00	\$0.00	\$0.00	\$5.28	\$1.23	\$2.75	\$1.15	\$0.00	\$74.73
916 Clapp, Kimberly J	12/07/2018	1,708.93		.00	188.28	103.08	24.10	53.70	41.95	51.65	1,246.17
			.00	.00	1,662.53	1,662.53	1,662.53	1,662.53	1,662.53		
		\$1,708.93	\$0.00	\$0.00	\$188.28	\$103.08	\$24.10	\$53.70	\$41.95	\$51.65	\$1,246.17
1784 Clark, Zachary R	12/07/2018	492.66		.00	35.04	30.55	7.14	15.91	6.63	.00	397.39
			.00	.00	492.66	492.66	492.66	492.66	492.66		
		\$492.66	\$0.00	\$0.00	\$35.04	\$30.55	\$7.14	\$15.91	\$6.63	\$0.00	\$397.39
1494 Clausman, Hannah M	12/07/2018	91.53		.00	.00	5.67	1.33	1.71	.71	.00	82.11
			.00	.00	91.53	91.53	91.53	91.53	91.53		
		\$91.53	\$0.00	\$0.00	\$0.00	\$5.67	\$1.33	\$1.71	\$0.71	\$0.00	\$82.11
1461 Clausman, Leah R	12/07/2018	22.75		.00	.00	1.41	.32	.00	.00	.00	21.02
			.00	.00	22.75	22.75	22.75	22.75	22.75		
		\$22.75	\$0.00	\$0.00	\$0.00	\$1.41	\$0.32	\$0.00	\$0.00	\$0.00	\$21.02
			\$0.00	\$0.00	\$22.75	\$22.75	\$22.75	\$22.75	\$22.75		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
849 Conrad, Sara M	12/07/2018	39.00		.00	.00	2.43	.57	.02	.00	.00	35.98
			.00	.00	39.00	39.00	39.00	39.00	39.00		
		\$39.00	\$0.00	\$0.00	\$0.00	\$2.43	\$0.57	\$0.02	\$0.00	\$0.00	\$35.98
2074 Corpus, Mariana	12/07/2018	42.25		.00	.00	2.62	.61	1.36	.57	.00	37.09
			.00	.00	42.25	42.25	42.25	42.25	42.25		
		\$42.25	\$0.00	\$0.00	\$0.00	\$2.62	\$0.61	\$1.36	\$0.57	\$0.00	\$37.09
10000 Cotter, Steve E 0123	12/07/2018	2,077.76		.00	152.26	123.67	28.93	63.19	26.31	90.17	1,593.23
			.00	.00	1,994.76	1,994.76	1,994.76	1,994.76	1,994.76		
		\$2,077.76	\$0.00	\$0.00	\$152.26	\$123.67	\$28.93	\$63.19	\$26.31	\$90.17	\$1,593.23
2076 Couper, Drew C	12/07/2018	201.30		.00	5.90	12.48	2.92	6.50	2.71	.00	170.79
			.00	.00	201.30	201.30	201.30	201.30	201.30		
		\$201.30	\$0.00	\$0.00	\$5.90	\$12.48	\$2.92	\$6.50	\$2.71	\$0.00	\$170.79
47 Cowden, Jackson D	12/07/2018	737.60		.00	64.11	45.73	10.70	23.82	9.92	.00	583.32
			.00	.00	737.60	737.60	737.60	737.60	737.60		
		\$737.60	\$0.00	\$0.00	\$64.11	\$45.73	\$10.70	\$23.82	\$9.92	\$0.00	\$583.32
177 Craig, Aaron R	12/07/2018	2,111.98		.00	147.29	120.51	28.19	57.94	24.13	325.54	1,408.38
			.00	.00	1,793.73	1,943.73	1,943.73	1,793.73	1,793.73		
		\$2,111.98	\$0.00	\$0.00	\$147.29	\$120.51	\$28.19	\$57.94	\$24.13	\$325.54	\$1,408.38
207 Crawford, Brittany R	12/07/2018	177.10		.00	3.48	10.98	2.57	5.72	2.38	.00	151.97
			.00	.00	177.10	177.10	177.10	177.10	177.10		
		\$177.10	\$0.00	\$0.00	\$3.48	\$10.98	\$2.57	\$5.72	\$2.38	\$0.00	\$151.97
1141 Crim, Randi R	12/07/2018	301.13		.00	20.88	18.67	4.37	9.73	4.05	.00	243.43
			.00	.00	301.13	301.13	301.13	301.13	301.13		
		\$301.13	\$0.00	\$0.00	\$20.88	\$18.67	\$4.37	\$9.73	\$4.05	\$0.00	\$243.43
611 Cutshall, Ryan C	12/07/2018	74.06		.00	.00	4.59	1.07	1.15	.48	.00	66.77
			.00	.00	74.06	74.06	74.06	74.06	74.06		
		\$74.06	\$0.00	\$0.00	\$0.00	\$4.59	\$1.07	\$1.15	\$0.48	\$0.00	\$66.77
			\$0.00	\$0.00	\$74.06	\$74.06	\$74.06	\$74.06	\$74.06		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1481 Cutshall, Trevor O	12/07/2018	273.53		.00	13.12	16.96	3.96	8.84	3.68	.00	226.97
			.00	.00	273.53	273.53	273.53	273.53	273.53		
		\$273.53	\$0.00	\$0.00	\$13.12	\$16.96	\$3.96	\$8.84	\$3.68	\$0.00	\$226.97
2083 Davis, Allison G	12/07/2018	61.75		.00	.00	3.83	.90	1.99	1.24	.00	53.79
			.00	.00	61.75	61.75	61.75	61.75	61.75		
		\$61.75	\$0.00	\$0.00	\$0.00	\$3.83	\$0.90	\$1.99	\$1.24	\$0.00	\$53.79
1806 DeBruyn, Catherine S	12/07/2018	91.53		.00	.00	5.67	1.34	2.96	.92	.00	80.64
			.00	.00	91.53	91.53	91.53	91.53	91.53		
		\$91.53	\$0.00	\$0.00	\$0.00	\$5.67	\$1.34	\$2.96	\$0.92	\$0.00	\$80.64
1733 Diallo, Aminata	12/07/2018	122.04		.00	.00	7.58	1.78	3.94	1.83	.00	106.91
			.00	.00	122.04	122.04	122.04	122.04	122.04		
		\$122.04	\$0.00	\$0.00	\$0.00	\$7.58	\$1.78	\$3.94	\$1.83	\$0.00	\$106.91
1776 Doelling, Stephen N	12/07/2018	101.59		.00	.00	6.29	1.47	3.28	.51	.00	90.04
			.00	.00	101.59	101.59	101.59	101.59	101.59		
		\$101.59	\$0.00	\$0.00	\$0.00	\$6.29	\$1.47	\$3.28	\$0.51	\$0.00	\$90.04
1279 Donovan, Timothy Jr	12/07/2018	780.00		.00	50.04	48.36	11.31	23.95	9.97	147.00	489.37
			.00	.00	780.00	780.00	780.00	780.00	780.00		
		\$780.00	\$0.00	\$0.00	\$50.04	\$48.36	\$11.31	\$23.95	\$9.97	\$147.00	\$489.37
10000 Dunbar, Barbara 0156	12/07/2018	1,806.58		.00	145.08	102.98	24.09	49.53	20.63	234.56	1,229.71
			.00	.00	1,572.02	1,661.02	1,661.02	1,572.02	1,572.02		
		\$1,806.58	\$0.00	\$0.00	\$145.08	\$102.98	\$24.09	\$49.53	\$20.63	\$234.56	\$1,229.71
10000 Eads, Daren S 0162	12/07/2018	1,979.11		.00	131.90	109.46	25.60	53.80	22.40	364.54	1,271.41
			.00	.00	1,665.50	1,765.50	1,765.50	1,665.50	1,665.50		
		\$1,979.11	\$0.00	\$0.00	\$131.90	\$109.46	\$25.60	\$53.80	\$22.40	\$364.54	\$1,271.41
1769 Ebbinghouse, Alexander T	12/07/2018	412.16		.00	11.02	25.55	5.98	12.07	5.03	.00	352.51
			.00	.00	412.16	412.16	412.16	412.16	412.16		
		\$412.16	\$0.00	\$0.00	\$11.02	\$25.55	\$5.98	\$12.07	\$5.03	\$0.00	\$352.51
			\$0.00	\$0.00	\$412.16	\$412.16	\$412.16	\$412.16	\$412.16		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1805 Ehrstein, Adam M	12/07/2018	479.32		.00	17.74	29.72	6.96	14.24	2.20	.00	408.46
			.00	.00	479.32	479.32	479.32	479.32	479.32		
		\$479.32	\$0.00	\$0.00	\$17.74	\$29.72	\$6.96	\$14.24	\$2.20	\$0.00	\$408.46
1224 Erickson, Dakota S	12/07/2018	296.97		.00	15.47	18.41	4.32	9.59	3.99	.00	245.19
			.00	.00	296.97	296.97	296.97	296.97	296.97		
		\$296.97	\$0.00	\$0.00	\$15.47	\$18.41	\$4.32	\$9.59	\$3.99	\$0.00	\$245.19
938 Flake, Benjamin K	12/07/2018	615.02		.00	56.81	38.13	8.92	19.87	10.76	.00	480.53
			.00	.00	615.02	615.02	615.02	615.02	615.02		
		\$615.02	\$0.00	\$0.00	\$56.81	\$38.13	\$8.92	\$19.87	\$10.76	\$0.00	\$480.53
10000 Fletcher, Lelah O 3806	12/07/2018	120.25		.00	.00	7.46	1.74	2.64	1.10	.00	107.31
			.00	.00	120.25	120.25	120.25	120.25	120.25		
		\$120.25	\$0.00	\$0.00	\$0.00	\$7.46	\$1.74	\$2.64	\$1.10	\$0.00	\$107.31
10000 Foddrill, Donald 0192	12/07/2018	1,675.20		.00	150.94	100.49	23.50	51.11	28.36	108.55	1,212.25
			.00	.00	1,620.78	1,620.78	1,620.78	1,620.78	1,620.78		
		\$1,675.20	\$0.00	\$0.00	\$150.94	\$100.49	\$23.50	\$51.11	\$28.36	\$108.55	\$1,212.25
1834 Forrester, Katie R	12/07/2018	65.00		.00	.00	4.03	.95	.86	.36	.00	58.80
			.00	.00	65.00	65.00	65.00	65.00	65.00		
		\$65.00	\$0.00	\$0.00	\$0.00	\$4.03	\$0.95	\$0.86	\$0.36	\$0.00	\$58.80
10000 Fox, David M 0195	12/07/2018	1,584.80		.00	120.81	87.20	20.40	45.43	18.92	291.09	1,000.95
			.00	.00	1,406.47	1,406.47	1,406.47	1,406.47	1,406.47		
		\$1,584.80	\$0.00	\$0.00	\$120.81	\$87.20	\$20.40	\$45.43	\$18.92	\$291.09	\$1,000.95
1771 Garrett, Lee A	12/07/2018	95.78		.00	.00	5.93	1.39	3.09	1.29	.00	84.08
			.00	.00	95.78	95.78	95.78	95.78	95.78		
		\$95.78	\$0.00	\$0.00	\$0.00	\$5.93	\$1.39	\$3.09	\$1.29	\$0.00	\$84.08
10000 Gilstrap, Curtis L 0208	12/07/2018	1,722.41		.00	181.07	103.86	24.29	54.11	22.53	101.57	1,234.98
			.00	.00	1,675.21	1,675.21	1,675.21	1,675.21	1,675.21		
		\$1,722.41	\$0.00	\$0.00	\$181.07	\$103.86	\$24.29	\$54.11	\$22.53	\$101.57	\$1,234.98
			\$0.00	\$0.00	\$1,675.21	\$1,675.21	\$1,675.21	\$1,675.21	\$1,675.21		



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Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
58 Gingles, Pauline	12/07/2018	357.01		.00	5.51	22.13	5.17	10.29	4.28	.00	309.63
			.00	.00	357.01	357.01	357.01	357.01	357.01		
		\$357.01	\$0.00	\$0.00	\$5.51	\$22.13	\$5.17	\$10.29	\$4.28	\$0.00	\$309.63
1853 Gocken, Michael A	12/07/2018	769.28		.00	43.36	44.90	10.50	22.15	9.23	44.94	594.20
			.00	.00	724.34	724.34	724.34	724.34	724.34		
		\$769.28	\$0.00	\$0.00	\$43.36	\$44.90	\$10.50	\$22.15	\$9.23	\$44.94	\$594.20
2068 Goonan, Justin L	12/07/2018	294.93		.00	.00	18.29	4.28	8.28	3.45	.00	260.63
			.00	.00	294.93	294.93	294.93	294.93	294.93		
		\$294.93	\$0.00	\$0.00	\$0.00	\$18.29	\$4.28	\$8.28	\$3.45	\$0.00	\$260.63
1830 Grabowski, Melissa A	12/07/2018	975.38		.00	68.49	57.89	13.54	28.92	12.04	41.65	752.85
			.00	.00	933.73	933.73	933.73	933.73	933.73		
		\$975.38	\$0.00	\$0.00	\$68.49	\$57.89	\$13.54	\$28.92	\$12.04	\$41.65	\$752.85
1838 Grant, Jonathon	12/07/2018	93.16		.00	.00	5.77	1.35	3.01	2.67	.00	80.36
			.00	.00	93.16	93.16	93.16	93.16	93.16		
		\$93.16	\$0.00	\$0.00	\$0.00	\$5.77	\$1.35	\$3.01	\$2.67	\$0.00	\$80.36
2081 Greenberg, Ryan W	12/07/2018	216.51		.00	.00	13.42	3.14	5.75	2.39	.00	191.81
			.00	.00	216.51	216.51	216.51	216.51	216.51		
		\$216.51	\$0.00	\$0.00	\$0.00	\$13.42	\$3.14	\$5.75	\$2.39	\$0.00	\$191.81
1751 Grubb, Robert James	12/07/2018	674.24		.00	7.04	41.80	9.78	20.54	8.55	100.00	486.53
			.00	.00	674.24	674.24	674.24	674.24	674.24		
		\$674.24	\$0.00	\$0.00	\$7.04	\$41.80	\$9.78	\$20.54	\$8.55	\$100.00	\$486.53
1756 Gummere, Erica N	12/07/2018	87.20		.00	.00	5.41	1.26	1.57	.66	.00	78.30
			.00	.00	87.20	87.20	87.20	87.20	87.20		
		\$87.20	\$0.00	\$0.00	\$0.00	\$5.41	\$1.26	\$1.57	\$0.66	\$0.00	\$78.30
1506 Halaburda, Meghan E	12/07/2018	94.25		.00	.00	5.84	1.36	3.04	1.40	.00	82.61
			.00	.00	94.25	94.25	94.25	94.25	94.25		
		\$94.25	\$0.00	\$0.00	\$0.00	\$5.84	\$1.36	\$3.04	\$1.40	\$0.00	\$82.61
1131 Hall, Tiffany L	12/07/2018	1,500.01		.00	148.86	92.62	21.66	46.64	19.42	60.34	1,110.47
			.00	.00	1,443.90	1,493.90	1,493.90	1,443.90	1,443.90		
		\$1,500.01	\$0.00	\$0.00	\$148.86	\$92.62	\$21.66	\$46.64	\$19.42	\$60.34	\$1,110.47
			\$0.00	\$0.00	\$1,443.90	\$1,493.90	\$1,493.90	\$1,443.90	\$1,443.90		



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Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
2075 Hamric, Chris J	12/07/2018	111.19		.00	.00	6.89	1.61	3.59	1.50	.00	97.60
			.00	.00	111.19	111.19	111.19	111.19	111.19		
		\$111.19	\$0.00	\$0.00	\$0.00	\$6.89	\$1.61	\$3.59	\$1.50	\$0.00	\$97.60
10000 Hendrickson, William E 2844	12/07/2018	960.00		.00	90.80	59.52	13.92	31.01	12.91	.00	751.84
			.00	.00	960.00	960.00	960.00	960.00	960.00		
		\$960.00	\$0.00	\$0.00	\$90.80	\$59.52	\$13.92	\$31.01	\$12.91	\$0.00	\$751.84
10000 Henry, Doak M 0800	12/07/2018	654.53		.00	54.14	40.58	9.50	21.14	8.80	.00	520.37
			.00	.00	654.53	654.53	654.53	654.53	654.53		
		\$654.53	\$0.00	\$0.00	\$54.14	\$40.58	\$9.50	\$21.14	\$8.80	\$0.00	\$520.37
1922 Herendeen, Lexona R	12/07/2018	92.44		.00	.00	5.74	1.34	1.74	.73	.00	82.89
			.00	.00	92.44	92.44	92.44	92.44	92.44		
		\$92.44	\$0.00	\$0.00	\$0.00	\$5.74	\$1.34	\$1.74	\$0.73	\$0.00	\$82.89
1356 Hershberger, James Andrew N	12/07/2018	113.20		.00	.00	7.02	1.64	3.66	1.52	.00	99.36
			.00	.00	113.20	113.20	113.20	113.20	113.20		
		\$113.20	\$0.00	\$0.00	\$0.00	\$7.02	\$1.64	\$3.66	\$1.52	\$0.00	\$99.36
10000 Higgins, Rebecca R 0059	12/07/2018	2,636.27		.00	343.44	149.62	34.99	101.71	31.94	231.67	1,742.90
			.00	.00	2,413.26	2,413.26	2,413.26	2,413.26	2,413.26		
		\$2,636.27	\$0.00	\$0.00	\$343.44	\$149.62	\$34.99	\$101.71	\$31.94	\$231.67	\$1,742.90
2045 Hines, Markeith L	12/07/2018	275.74		.00	.00	17.10	4.00	7.66	3.19	.00	243.79
			.00	.00	275.74	275.74	275.74	275.74	275.74		
		\$275.74	\$0.00	\$0.00	\$0.00	\$17.10	\$4.00	\$7.66	\$3.19	\$0.00	\$243.79
10000 Hollingsworth, Michael 3296 W	12/07/2018	1,608.80		.00	138.90	94.27	22.04	47.87	19.93	274.64	1,011.15
			.00	.00	1,520.51	1,520.51	1,520.51	1,520.51	1,520.51		
		\$1,608.80	\$0.00	\$0.00	\$138.90	\$94.27	\$22.04	\$47.87	\$19.93	\$274.64	\$1,011.15
1466 Hughes, Hannah G	12/07/2018	19.50		.00	.00	1.20	.28	.63	.26	.00	17.13
			.00	.00	19.50	19.50	19.50	19.50	19.50		
		\$19.50	\$0.00	\$0.00	\$0.00	\$1.20	\$0.28	\$0.63	\$0.26	\$0.00	\$17.13
			\$0.00	\$0.00	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50		



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Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Huss, Lee E 0273	12/07/2018	2,294.86		.00	170.06	142.77	33.39	73.14	29.94	68.85	1,776.71
			.00	.00	2,302.78	2,302.78	2,302.78	2,302.78	2,302.78		
		\$2,294.86		\$0.00	\$170.06	\$142.77	\$33.39	\$73.14	\$29.94	\$68.85	\$1,776.71
1010 Huss, Sean P	12/07/2018	896.25	\$0.00	\$0.00	\$2,302.78	\$2,302.78	\$2,302.78	\$2,302.78	\$2,302.78		
			.00	.00	63.99	55.57	13.00	27.71	11.15	.00	724.83
			.00	.00	896.25	896.25	896.25	896.25	896.25		
		\$896.25		\$0.00	\$63.99	\$55.57	\$13.00	\$27.71	\$11.15	\$0.00	\$724.83
683 Jallow, Pendah N	12/07/2018	644.60	\$0.00	\$0.00	\$896.25	\$896.25	\$896.25	\$896.25	\$896.25		
			.00	.00	18.31	39.96	9.35	19.58	8.15	.00	549.25
			.00	.00	644.60	644.60	644.60	644.60	644.60		
		\$644.60		\$0.00	\$18.31	\$39.96	\$9.35	\$19.58	\$8.15	\$0.00	\$549.25
1712 Jallow, Saikou	12/07/2018	340.70	\$0.00	\$0.00	\$644.60	\$644.60	\$644.60	\$644.60	\$644.60		
			.00	.00	19.84	21.12	4.94	11.00	4.58	.00	279.22
			.00	.00	340.70	340.70	340.70	340.70	340.70		
		\$340.70		\$0.00	\$19.84	\$21.12	\$4.94	\$11.00	\$4.58	\$0.00	\$279.22
2058 Jessmer, Michael L	12/07/2018	621.14	\$0.00	\$0.00	\$340.70	\$340.70	\$340.70	\$340.70	\$340.70		
			.00	.00	50.13	38.51	9.01	20.06	8.35	.00	495.08
			.00	.00	621.14	621.14	621.14	621.14	621.14		
		\$621.14		\$0.00	\$50.13	\$38.51	\$9.01	\$20.06	\$8.35	\$0.00	\$495.08
2085 Joliet, Rachel J	12/07/2018	68.25	\$0.00	\$0.00	\$621.14	\$621.14	\$621.14	\$621.14	\$621.14		
			.00	.00	.00	4.23	.99	2.20	.92	.00	59.91
			.00	.00	68.25	68.25	68.25	68.25	68.25		
		\$68.25		\$0.00	\$0.00	\$4.23	\$0.99	\$2.20	\$0.92	\$0.00	\$59.91
2006 Jurczak, Scott A	12/07/2018	579.60	\$0.00	\$0.00	\$68.25	\$68.25	\$68.25	\$68.25	\$68.25		
			.00	.00	45.15	35.94	8.39	18.72	7.80	.00	463.60
			.00	.00	579.60	579.60	579.60	579.60	579.60		
		\$579.60		\$0.00	\$45.15	\$35.94	\$8.39	\$18.72	\$7.80	\$0.00	\$463.60
919 Kelso, Lezlie A	12/07/2018	9.73	\$0.00	\$0.00	\$579.60	\$579.60	\$579.60	\$579.60	\$579.60		
			.00	.00	.00	.59	.14	.31	.13	.00	8.56
			.00	.00	9.73	9.73	9.73	9.73	9.73		
		\$9.73		\$0.00	\$0.00	\$0.59	\$0.14	\$0.31	\$0.13	\$0.00	\$8.56
1793 Klein, Carson E	12/07/2018	111.75	\$0.00	\$0.00	\$9.73	\$9.73	\$9.73	\$9.73	\$9.73		
			.00	.00	.00	6.93	1.62	3.61	2.26	.00	97.33
			.00	.00	111.75	111.75	111.75	111.75	111.75		
		\$111.75		\$0.00	\$0.00	\$6.93	\$1.62	\$3.61	\$2.26	\$0.00	\$97.33
			\$0.00	\$0.00	\$111.75	\$111.75	\$111.75	\$111.75	\$111.75		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1915 Klein, Jessica C	12/07/2018	1,644.60		.00	135.43	98.68	23.08	46.93	19.54	158.48	1,162.46
			.00	.00	1,491.55	1,591.55	1,591.55	1,491.55	1,491.55		
		\$1,644.60	\$0.00	\$0.00	\$135.43	\$98.68	\$23.08	\$46.93	\$19.54	\$158.48	\$1,162.46
10000 Kluesner, Daniel Alan 0719	12/07/2018	1,572.80		.00	137.76	83.78	19.60	43.65	18.18	246.89	1,022.94
			.00	.00	1,351.34	1,351.34	1,351.34	1,351.34	1,351.34		
		\$1,572.80	\$0.00	\$0.00	\$137.76	\$83.78	\$19.60	\$43.65	\$18.18	\$246.89	\$1,022.94
10000 Knudsen, William L 3346	12/07/2018	695.52		.00	84.06	43.12	10.09	22.47	9.35	.00	526.43
			.00	.00	695.52	695.52	695.52	695.52	695.52		
		\$695.52	\$0.00	\$0.00	\$84.06	\$43.12	\$10.09	\$22.47	\$9.35	\$0.00	\$526.43
911 Labis, Kolynn M	12/07/2018	650.88		.00	53.70	40.35	9.44	21.02	8.75	.00	517.62
			.00	.00	650.88	650.88	650.88	650.88	650.88		
		\$650.88	\$0.00	\$0.00	\$53.70	\$40.35	\$9.44	\$21.02	\$8.75	\$0.00	\$517.62
1236 Lake, Billie J	12/07/2018	252.69		.00	.00	15.67	3.67	6.92	2.88	.00	223.55
			.00	.00	252.69	252.69	252.69	252.69	252.69		
		\$252.69	\$0.00	\$0.00	\$0.00	\$15.67	\$3.67	\$6.92	\$2.88	\$0.00	\$223.55
10000 Lamb, Chris J 0299	12/07/2018	1,667.20		.00	161.63	96.12	22.48	50.07	20.85	164.01	1,152.04
			.00	.00	1,550.26	1,550.26	1,550.26	1,550.26	1,550.26		
		\$1,667.20	\$0.00	\$0.00	\$161.63	\$96.12	\$22.48	\$50.07	\$20.85	\$164.01	\$1,152.04
470 Lavender, Jai D	12/07/2018	177.10		.00	.00	10.99	2.57	4.48	1.86	.00	157.20
			.00	.00	177.10	177.10	177.10	177.10	177.10		
		\$177.10	\$0.00	\$0.00	\$0.00	\$10.99	\$2.57	\$4.48	\$1.86	\$0.00	\$157.20
1785 Lewis, Hannah C	12/07/2018	42.25		.00	.00	2.62	.60	.12	.05	.00	38.86
			.00	.00	42.25	42.25	42.25	42.25	42.25		
		\$42.25	\$0.00	\$0.00	\$0.00	\$2.62	\$0.60	\$0.12	\$0.05	\$0.00	\$38.86
1934 Livingston, Dennis A	12/07/2018	528.88		.00	39.06	32.79	7.67	17.08	7.11	.00	425.17
			.00	.00	528.88	528.88	528.88	528.88	528.88		
		\$528.88	\$0.00	\$0.00	\$39.06	\$32.79	\$7.67	\$17.08	\$7.11	\$0.00	\$425.17
			\$0.00	\$0.00	\$528.88	\$528.88	\$528.88	\$528.88	\$528.88		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1535 Lockwood, Kayla J	12/07/2018	65.46		.00	.00	4.06	.95	.87	.36	.00	59.22
			.00	.00	65.46	65.46	65.46	65.46	65.46		
		\$65.46	\$0.00	\$0.00	\$0.00	\$4.06	\$0.95	\$0.87	\$0.36	\$0.00	\$59.22
2080 Markwood, Sam W	12/07/2018	38.64		.00	.00	2.40	.56	1.25	.52	.00	33.91
			.00	.00	38.64	38.64	38.64	38.64	38.64		
		\$38.64	\$0.00	\$0.00	\$0.00	\$2.40	\$0.56	\$1.25	\$0.52	\$0.00	\$33.91
1165 Marler, Kwang Hsiung	12/07/2018	1,960.75		.00	197.10	118.28	27.66	61.62	25.66	53.05	1,477.38
			.00	.00	1,907.70	1,907.70	1,907.70	1,907.70	1,907.70		
		\$1,960.75	\$0.00	\$0.00	\$197.10	\$118.28	\$27.66	\$61.62	\$25.66	\$53.05	\$1,477.38
1765 Marotz, Mark A	12/07/2018	2,275.39		.00	149.78	142.20	33.25	72.83	30.33	.00	1,847.00
			.00	.00	2,293.39	2,293.39	2,293.39	2,293.39	2,293.39		
		\$2,275.39	\$0.00	\$0.00	\$149.78	\$142.20	\$33.25	\$72.83	\$30.33	\$0.00	\$1,847.00
1839 Marte, Christina M	12/07/2018	91.53		.00	.00	5.67	1.33	1.71	.71	.00	82.11
			.00	.00	91.53	91.53	91.53	91.53	91.53		
		\$91.53	\$0.00	\$0.00	\$0.00	\$5.67	\$1.33	\$1.71	\$0.71	\$0.00	\$82.11
1567 Martindale, Kaleb M	12/07/2018	510.84		.00	36.90	31.67	7.41	16.50	13.90	.00	404.46
			.00	.00	510.84	510.84	510.84	510.84	510.84		
		\$510.84	\$0.00	\$0.00	\$36.90	\$31.67	\$7.41	\$16.50	\$13.90	\$0.00	\$404.46
10000 McDevitt, Paula M 0333	12/07/2018	3,785.58		.00	387.64	234.70	54.89	121.03	50.40	45.95	2,890.97
			.00	.00	3,785.58	3,785.58	3,785.58	3,785.58	3,785.58		
		\$3,785.58	\$0.00	\$0.00	\$387.64	\$234.70	\$54.89	\$121.03	\$50.40	\$45.95	\$2,890.97
1263 McGarry, Kessler G	12/07/2018	286.12		.00	.00	17.74	4.15	8.00	3.33	.00	252.90
			.00	.00	286.12	286.12	286.12	286.12	286.12		
		\$286.12	\$0.00	\$0.00	\$0.00	\$17.74	\$4.15	\$8.00	\$3.33	\$0.00	\$252.90
876 McGhee, Brandon	12/07/2018	122.04		.00	.00	7.58	1.78	2.70	1.12	.00	108.86
			.00	.00	122.04	122.04	122.04	122.04	122.04		
		\$122.04	\$0.00	\$0.00	\$0.00	\$7.58	\$1.78	\$2.70	\$1.12	\$0.00	\$108.86
			\$0.00	\$0.00	\$122.04	\$122.04	\$122.04	\$122.04	\$122.04		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 McGlothlin, Brenda S 0330	12/07/2018	1,088.71		.00	64.45	67.50	15.79	35.17	14.64	.00	891.16
			.00	.00	1,088.71	1,088.71	1,088.71	1,088.71	1,088.71		
		\$1,088.71	\$0.00	\$0.00	\$64.45	\$67.50	\$15.79	\$35.17	\$14.64	\$0.00	\$891.16
1042 Meacham, Bart C	12/07/2018	147.25		.00	.00	9.13	2.14	3.51	1.46	.00	131.01
			.00	.00	147.25	147.25	147.25	147.25	147.25		
		\$147.25	\$0.00	\$0.00	\$0.00	\$9.13	\$2.14	\$3.51	\$1.46	\$0.00	\$131.01
587 Miller, Mike S	12/07/2018	770.56		.00	68.06	47.77	11.18	24.89	10.36	.00	608.30
			.00	.00	770.56	770.56	770.56	770.56	770.56		
		\$770.56	\$0.00	\$0.00	\$68.06	\$47.77	\$11.18	\$24.89	\$10.36	\$0.00	\$608.30
2000 Mullin, Sarah S	12/07/2018	1,566.31		.00	158.73	94.62	22.13	49.29	30.83	44.73	1,165.98
			.00	.00	1,526.14	1,526.14	1,526.14	1,526.14	1,526.14		
		\$1,566.31	\$0.00	\$0.00	\$158.73	\$94.62	\$22.13	\$49.29	\$30.83	\$44.73	\$1,165.98
2095 Nasstrom, Hannah L	12/07/2018	55.25		.00	.00	3.43	.80	1.78	.74	.00	48.50
			.00	.00	55.25	55.25	55.25	55.25	55.25		
		\$55.25	\$0.00	\$0.00	\$0.00	\$3.43	\$0.80	\$1.78	\$0.74	\$0.00	\$48.50
1789 Neal, John A	12/07/2018	359.91		.00	1.30	19.53	4.57	8.93	3.72	44.94	276.92
			.00	.00	314.97	314.97	314.97	314.97	314.97		
		\$359.91	\$0.00	\$0.00	\$1.30	\$19.53	\$4.57	\$8.93	\$3.72	\$44.94	\$276.92
1764 Owen, Sarah L	12/07/2018	1,639.68		.00	166.34	98.55	23.05	51.34	21.38	57.41	1,221.61
			.00	.00	1,589.51	1,589.51	1,589.51	1,589.51	1,589.51		
		\$1,639.68	\$0.00	\$0.00	\$166.34	\$98.55	\$23.05	\$51.34	\$21.38	\$57.41	\$1,221.61
1877 Paris, Philip T	12/07/2018	769.28		.00	43.36	44.91	10.50	22.15	8.92	44.94	594.50
			.00	.00	724.34	724.34	724.34	724.34	724.34		
		\$769.28	\$0.00	\$0.00	\$43.36	\$44.91	\$10.50	\$22.15	\$8.92	\$44.94	\$594.50
366 Pearson, Erik W	12/07/2018	1,616.14		.00	144.65	97.24	22.74	50.66	21.09	53.37	1,226.39
			.00	.00	1,568.37	1,568.37	1,568.37	1,568.37	1,568.37		
		\$1,616.14	\$0.00	\$0.00	\$144.65	\$97.24	\$22.74	\$50.66	\$21.09	\$53.37	\$1,226.39
			\$0.00	\$0.00	\$1,568.37	\$1,568.37	\$1,568.37	\$1,568.37	\$1,568.37		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Pedersen, Scott 1021	12/07/2018	1,639.69		.00	96.98	87.59	20.49	41.74	17.90	323.01	1,051.98
			.00	.00	1,330.80	1,412.80	1,412.80	1,330.80	1,330.80		
		\$1,639.69	\$0.00	\$0.00	\$96.98	\$87.59	\$20.49	\$41.74	\$17.90	\$323.01	\$1,051.98
1541 Perry, Jennifer E	12/07/2018	10.17		.00	.00	.63	.15	.33	.14	.00	8.92
			.00	.00	10.17	10.17	10.17	10.17	10.17		
		\$10.17	\$0.00	\$0.00	\$0.00	\$0.63	\$0.15	\$0.33	\$0.14	\$0.00	\$8.92
1428 Philbeck, Ethan J	12/07/2018	985.16		.00	68.30	57.79	13.52	28.87	12.02	55.81	748.85
			.00	.00	932.11	932.11	932.11	932.11	932.11		
		\$985.16	\$0.00	\$0.00	\$68.30	\$57.79	\$13.52	\$28.87	\$12.02	\$55.81	\$748.85
1933 Prenkert, Calvin E	12/07/2018	72.94		.00	.00	4.52	1.06	2.36	.98	.00	64.02
			.00	.00	72.94	72.94	72.94	72.94	72.94		
		\$72.94	\$0.00	\$0.00	\$0.00	\$4.52	\$1.06	\$2.36	\$0.98	\$0.00	\$64.02
986 Price, Chelsea N	12/07/2018	1,650.36		.00	122.69	91.06	21.30	47.16	22.84	316.77	1,028.54
			.00	.00	1,343.69	1,468.69	1,468.69	1,343.69	1,343.69		
		\$1,650.36	\$0.00	\$0.00	\$122.69	\$91.06	\$21.30	\$47.16	\$22.84	\$316.77	\$1,028.54
10000 Prince, Kevin L 0748	12/07/2018	1,608.81		.00	144.21	97.01	22.68	50.54	42.56	89.07	1,162.74
			.00	.00	1,564.75	1,564.75	1,564.75	1,564.75	1,564.75		
		\$1,608.81	\$0.00	\$0.00	\$144.21	\$97.01	\$22.68	\$50.54	\$42.56	\$89.07	\$1,162.74
10000 Ramey, Julie A 1710	12/07/2018	2,178.95		.00	145.26	135.57	31.70	61.31	52.67	252.90	1,499.54
			.00	.00	1,936.47	2,186.47	2,186.47	1,936.47	1,936.47		
		\$2,178.95	\$0.00	\$0.00	\$145.26	\$135.57	\$31.70	\$61.31	\$52.67	\$252.90	\$1,499.54
10000 Ream, William J 3618	12/07/2018	1,714.33		.00	156.50	103.36	24.17	52.61	21.91	53.05	1,302.73
			.00	.00	1,667.13	1,667.13	1,667.13	1,667.13	1,667.13		
		\$1,714.33	\$0.00	\$0.00	\$156.50	\$103.36	\$24.17	\$52.61	\$21.91	\$53.05	\$1,302.73
10000 Retzlaff, Carl D 0406	12/07/2018	1,700.80		.00	128.93	88.81	20.77	46.27	25.07	288.38	1,102.57
			.00	.00	1,432.42	1,432.42	1,432.42	1,432.42	1,432.42		
		\$1,700.80	\$0.00	\$0.00	\$128.93	\$88.81	\$20.77	\$46.27	\$25.07	\$288.38	\$1,102.57
			\$0.00	\$0.00	\$1,432.42	\$1,432.42	\$1,432.42	\$1,432.42	\$1,432.42		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1568 Rhodes, Ryan L	12/07/2018	673.12		.00	56.37	41.74	9.75	21.74	9.05	.00	534.47
			.00	.00	673.12	673.12	673.12	673.12	673.12		
		\$673.12	\$0.00	\$0.00	\$56.37	\$41.74	\$9.75	\$21.74	\$9.05	\$0.00	\$534.47
10000 Richardson, James B 3209	12/07/2018	1,545.60		.00	142.72	93.66	21.90	52.55	29.80	44.63	1,160.34
			.00	.00	1,510.62	1,510.62	1,510.62	1,510.62	1,510.62		
		\$1,545.60	\$0.00	\$0.00	\$142.72	\$93.66	\$21.90	\$52.55	\$29.80	\$44.63	\$1,160.34
10000 Ritter, Crystal L 3485	12/07/2018	1,616.14		.00	125.84	97.42	22.78	49.51	20.62	50.17	1,249.80
			.00	.00	1,571.25	1,571.25	1,571.25	1,571.25	1,571.25		
		\$1,616.14	\$0.00	\$0.00	\$125.84	\$97.42	\$22.78	\$49.51	\$20.62	\$50.17	\$1,249.80
1941 Roach, Carl J	12/07/2018	72.12		.00	.00	4.48	1.05	1.09	.34	.00	65.16
			.00	.00	72.12	72.12	72.12	72.12	72.12		
		\$72.12	\$0.00	\$0.00	\$0.00	\$4.48	\$1.05	\$1.09	\$0.34	\$0.00	\$65.16
10000 Robertson, Anthony L 0754	12/07/2018	1,548.89		.00	132.09	93.03	21.76	53.46	20.18	81.35	1,147.02
			.00	.00	1,500.43	1,500.43	1,500.43	1,500.43	1,500.43		
		\$1,548.89	\$0.00	\$0.00	\$132.09	\$93.03	\$21.76	\$53.46	\$20.18	\$81.35	\$1,147.02
10000 Robertson, Dennis 0632	12/07/2018	1,691.20		.00	159.98	104.85	24.52	54.63	29.60	60.00	1,257.62
			.00	.00	1,691.20	1,691.20	1,691.20	1,691.20	1,691.20		
		\$1,691.20	\$0.00	\$0.00	\$159.98	\$104.85	\$24.52	\$54.63	\$29.60	\$60.00	\$1,257.62
10000 Rollins, Nancy J 1154	12/07/2018	1,035.96		.00	99.91	64.24	15.02	33.46	18.13	.00	805.20
			.00	.00	1,035.96	1,035.96	1,035.96	1,035.96	1,035.96		
		\$1,035.96	\$0.00	\$0.00	\$99.91	\$64.24	\$15.02	\$33.46	\$18.13	\$0.00	\$805.20
10000 Ruble, Dareal W 2196	12/07/2018	270.48		.00	8.32	13.97	3.28	6.04	2.52	44.94	191.41
			.00	.00	225.54	225.54	225.54	225.54	225.54		
		\$270.48	\$0.00	\$0.00	\$8.32	\$13.97	\$3.28	\$6.04	\$2.52	\$44.94	\$191.41
			\$0.00	\$0.00	\$225.54	\$225.54	\$225.54	\$225.54	\$225.54		



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Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1856 Ruvalcaba, Daniel	12/07/2018	104.49		.00	.00	6.48	1.51	3.38	1.41	.00	91.71
			.00	.00	104.49	104.49	104.49	104.49	104.49		
		\$104.49	\$0.00	\$0.00	\$0.00	\$6.48	\$1.51	\$3.38	\$1.41	\$0.00	\$91.71
690 Salisbury, James D	12/07/2018	1,505.60		.00	10.89	93.67	21.90	45.07	18.77	39.25	1,276.05
			.00	.00	1,510.79	1,510.79	1,510.79	1,510.79	1,510.79		
		\$1,505.60	\$0.00	\$0.00	\$10.89	\$93.67	\$21.90	\$45.07	\$18.77	\$39.25	\$1,276.05
2030 Scherer, Morgan D	12/07/2018	206.25		.00	6.39	12.79	2.99	6.66	2.77	.00	174.65
			.00	.00	206.25	206.25	206.25	206.25	206.25		
		\$206.25	\$0.00	\$0.00	\$6.39	\$12.79	\$2.99	\$6.66	\$2.77	\$0.00	\$174.65
2067 Shepherd, Larry W	12/07/2018	519.87		.00	.00	32.23	7.54	15.55	6.48	.00	458.07
			.00	.00	519.87	519.87	519.87	519.87	519.87		
		\$519.87	\$0.00	\$0.00	\$0.00	\$32.23	\$7.54	\$15.55	\$6.48	\$0.00	\$458.07
1660 Shockney, Mathew C	12/07/2018	37.73		.00	.00	2.34	.55	1.22	.51	.00	33.11
			.00	.00	37.73	37.73	37.73	37.73	37.73		
		\$37.73	\$0.00	\$0.00	\$0.00	\$2.34	\$0.55	\$1.22	\$0.51	\$0.00	\$33.11
10000 Shrake, Amy M 2028	12/07/2018	1,787.72		.00	160.32	97.30	22.76	49.72	20.70	269.53	1,167.39
			.00	.00	1,539.33	1,569.33	1,569.33	1,539.33	1,539.33		
		\$1,787.72	\$0.00	\$0.00	\$160.32	\$97.30	\$22.76	\$49.72	\$20.70	\$269.53	\$1,167.39
400 Silvers, Madison A	12/07/2018	505.54		.00	36.32	31.33	7.33	16.33	6.80	.00	407.43
			.00	.00	505.54	505.54	505.54	505.54	505.54		
		\$505.54	\$0.00	\$0.00	\$36.32	\$31.33	\$7.33	\$16.33	\$6.80	\$0.00	\$407.43
2079 Silvers, Reid S	12/07/2018	161.12		.00	1.88	9.99	2.33	5.20	2.17	.00	139.55
			.00	.00	161.12	161.12	161.12	161.12	161.12		
		\$161.12	\$0.00	\$0.00	\$1.88	\$9.99	\$2.33	\$5.20	\$2.17	\$0.00	\$139.55
10000 Sims, Jason 2630	12/07/2018	1,641.20		.00	84.18	94.70	22.15	44.86	18.68	223.40	1,153.23
			.00	.00	1,427.44	1,527.44	1,527.44	1,427.44	1,427.44		
		\$1,641.20	\$0.00	\$0.00	\$84.18	\$94.70	\$22.15	\$44.86	\$18.68	\$223.40	\$1,153.23
			\$0.00	\$0.00	\$1,427.44	\$1,527.44	\$1,527.44	\$1,427.44	\$1,427.44		



Payroll Register - Board of Park Commissioners

Check Date Range 12/07/18 - 12/07/18

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1817 Siracusano, Francesca B	12/07/2018	26.00		.00	.00	1.61	.38	.84	.35	.00	22.82
			.00	.00	26.00	26.00	26.00	26.00	26.00		
		\$26.00	\$0.00	\$0.00	\$0.00	\$1.61	\$0.38	\$0.84	\$0.35	\$0.00	\$22.82
2040 Slick, Christopher L	12/07/2018	420.86		.00	27.86	26.09	6.10	12.35	5.14	.00	343.32
			.00	.00	420.86	420.86	420.86	420.86	420.86		
		\$420.86	\$0.00	\$0.00	\$27.86	\$26.09	\$6.10	\$12.35	\$5.14	\$0.00	\$343.32
1172 Smith, Chrisjaan L	12/07/2018	535.55		.00	23.36	33.20	7.77	16.06	6.69	.00	448.47
			.00	.00	535.55	535.55	535.55	535.55	535.55		
		\$535.55	\$0.00	\$0.00	\$23.36	\$33.20	\$7.77	\$16.06	\$6.69	\$0.00	\$448.47
34 Smith, Christopher L	12/07/2018	821.76		.00	36.02	50.95	11.92	24.06	10.02	218.00	470.79
			.00	.00	821.76	821.76	821.76	821.76	821.76		
		\$821.76	\$0.00	\$0.00	\$36.02	\$50.95	\$11.92	\$24.06	\$10.02	\$218.00	\$470.79
685 Smith, Haskell D	12/07/2018	1,513.62		.00	134.29	91.89	21.49	46.63	19.42	56.65	1,143.25
			.00	.00	1,482.03	1,482.03	1,482.03	1,482.03	1,482.03		
		\$1,513.62	\$0.00	\$0.00	\$134.29	\$91.89	\$21.49	\$46.63	\$19.42	\$56.65	\$1,143.25
1482 Solomon, Jenna	12/07/2018	123.50		.00	.00	7.66	1.79	3.99	1.66	.00	108.40
			.00	.00	123.50	123.50	123.50	123.50	123.50		
		\$123.50	\$0.00	\$0.00	\$0.00	\$7.66	\$1.79	\$3.99	\$1.66	\$0.00	\$108.40
451 Sparks, Joanna L	12/07/2018	1,692.48		.00	155.41	102.80	24.04	52.31	40.87	51.63	1,265.42
			.00	.00	1,658.08	1,658.08	1,658.08	1,658.08	1,658.08		
		\$1,692.48	\$0.00	\$0.00	\$155.41	\$102.80	\$24.04	\$52.31	\$40.87	\$51.63	\$1,265.42
2054 Spencer, Brandie M	12/07/2018	84.24		.00	.00	5.22	1.22	1.48	.10	.00	76.22
			.00	.00	84.24	84.24	84.24	84.24	84.24		
		\$84.24	\$0.00	\$0.00	\$0.00	\$5.22	\$1.22	\$1.48	\$0.10	\$0.00	\$76.22
2086 Springer, Zachary T	12/07/2018	49.34		.00	.00	3.05	.71	.35	.13	.00	45.10
			.00	.00	49.34	49.34	49.34	49.34	49.34		
		\$49.34	\$0.00	\$0.00	\$0.00	\$3.05	\$0.71	\$0.35	\$0.13	\$0.00	\$45.10
			\$0.00	\$0.00	\$49.34	\$49.34	\$49.34	\$49.34	\$49.34		



Payroll Register - Board of Park Commissioners

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1786 Stancato, Sarah C	12/07/2018	71.50		.00	.00	4.43	1.04	1.07	.33	.00	64.63
			.00	.00	71.50	71.50	71.50	71.50	71.50		
		\$71.50	\$0.00	\$0.00	\$0.00	\$4.43	\$1.04	\$1.07	\$0.33	\$0.00	\$64.63
10000 Stark, Megan M 3460	12/07/2018	1,654.58		.00	137.73	99.87	23.35	48.80	20.32	156.13	1,168.38
			.00	.00	1,510.69	1,610.69	1,610.69	1,510.69	1,510.69		
		\$1,654.58	\$0.00	\$0.00	\$137.73	\$99.87	\$23.35	\$48.80	\$20.32	\$156.13	\$1,168.38
10000 Sterner, Mark 0466	12/07/2018	2,297.84		.00	176.14	128.39	30.03	65.70	27.36	274.93	1,595.29
			.00	.00	2,034.19	2,070.95	2,070.95	2,034.19	2,034.19		
		\$2,297.84	\$0.00	\$0.00	\$176.14	\$128.39	\$30.03	\$65.70	\$27.36	\$274.93	\$1,595.29
509 Stetkevych, Khalid A	12/07/2018	182.74		.00	4.04	11.34	2.65	5.90	2.46	.00	156.35
			.00	.00	182.74	182.74	182.74	182.74	182.74		
		\$182.74	\$0.00	\$0.00	\$4.04	\$11.34	\$2.65	\$5.90	\$2.46	\$0.00	\$156.35
1292 Stewart, Savannah F	12/07/2018	42.80		.00	.00	2.66	.62	1.38	.58	.00	37.56
			.00	.00	42.80	42.80	42.80	42.80	42.80		
		\$42.80	\$0.00	\$0.00	\$0.00	\$2.66	\$0.62	\$1.38	\$0.58	\$0.00	\$37.56
756 Stierwalt, Angie D	12/07/2018	142.38		.00	.01	8.83	2.06	4.60	1.92	.00	124.96
			.00	.00	142.38	142.38	142.38	142.38	142.38		
		\$142.38	\$0.00	\$0.00	\$0.01	\$8.83	\$2.06	\$4.60	\$1.92	\$0.00	\$124.96
842 Struyf, Nicholas K	12/07/2018	105.00		.00	.00	6.51	1.52	3.39	1.41	.00	92.17
			.00	.00	105.00	105.00	105.00	105.00	105.00		
		\$105.00	\$0.00	\$0.00	\$0.00	\$6.51	\$1.52	\$3.39	\$1.41	\$0.00	\$92.17
1912 Sturrock, Scot A	12/07/2018	570.95		.00	12.67	35.39	8.28	17.20	7.16	.00	490.25
			.00	.00	570.95	570.95	570.95	570.95	570.95		
		\$570.95	\$0.00	\$0.00	\$12.67	\$35.39	\$8.28	\$17.20	\$7.16	\$0.00	\$490.25
1520 Thomas, Lynn D	12/07/2018	292.31		.00	15.00	18.12	4.24	8.20	4.44	.00	242.31
			.00	.00	292.31	292.31	292.31	292.31	292.31		
		\$292.31	\$0.00	\$0.00	\$15.00	\$18.12	\$4.24	\$8.20	\$4.44	\$0.00	\$242.31
			\$0.00	\$0.00	\$292.31	\$292.31	\$292.31	\$292.31	\$292.31		



Payroll Register - Board of Park Commissioners

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Thrasher, Mark 0482	12/07/2018	2,082.41		.00	225.44	126.26	29.53	64.54	26.87	53.05	1,556.72
			.00	.00	2,036.54	2,036.54	2,036.54	2,036.54	2,036.54		
		\$2,082.41	\$0.00	\$0.00	\$225.44	\$126.26	\$29.53	\$64.54	\$26.87	\$53.05	\$1,556.72
10000 Tompkins, Elizabeth A 2646	12/07/2018	1,692.39		.00	144.46	97.14	22.71	57.11	20.56	130.52	1,219.89
			.00	.00	1,566.83	1,566.83	1,566.83	1,566.83	1,566.83		
		\$1,692.39	\$0.00	\$0.00	\$144.46	\$97.14	\$22.71	\$57.11	\$20.56	\$130.52	\$1,219.89
10000 Turnbull, John D 0489	12/07/2018	2,657.47		.00	223.17	157.71	36.89	75.27	31.34	288.76	1,844.33
			.00	.00	2,368.71	2,543.71	2,543.71	2,368.71	2,368.71		
		\$2,657.47	\$0.00	\$0.00	\$223.17	\$157.71	\$36.89	\$75.27	\$31.34	\$288.76	\$1,844.33
10000 Turpin, Robbie J 0490	12/07/2018	1,759.20		.00	214.19	106.16	24.83	65.30	23.03	73.05	1,252.64
			.00	.00	1,712.16	1,712.16	1,712.16	1,712.16	1,712.16		
		\$1,759.20	\$0.00	\$0.00	\$214.19	\$106.16	\$24.83	\$65.30	\$23.03	\$73.05	\$1,252.64
10000 Tuttle, Angela D 0491	12/07/2018	2,120.61		.00	195.38	128.65	30.09	61.37	25.55	245.87	1,433.70
			.00	.00	1,899.88	2,074.88	2,074.88	1,899.88	1,899.88		
		\$2,120.61	\$0.00	\$0.00	\$195.38	\$128.65	\$30.09	\$61.37	\$25.55	\$245.87	\$1,433.70
1824 Uhls, Ethan J	12/07/2018	216.51		.00	7.42	13.42	3.14	6.99	2.91	.00	182.63
			.00	.00	216.51	216.51	216.51	216.51	216.51		
		\$216.51	\$0.00	\$0.00	\$7.42	\$13.42	\$3.14	\$6.99	\$2.91	\$0.00	\$182.63
10000 Veldman, Marcia 0495	12/07/2018	1,360.00		.00	103.38	75.92	17.76	38.31	15.95	142.17	966.51
			.00	.00	1,224.52	1,224.52	1,224.52	1,224.52	1,224.52		
		\$1,360.00	\$0.00	\$0.00	\$103.38	\$75.92	\$17.76	\$38.31	\$15.95	\$142.17	\$966.51
600 Wahl, Jordan J	12/07/2018	631.05		.00	51.32	39.13	9.16	20.38	8.49	.00	502.57
			.00	.00	631.05	631.05	631.05	631.05	631.05		
		\$631.05	\$0.00	\$0.00	\$51.32	\$39.13	\$9.16	\$20.38	\$8.49	\$0.00	\$502.57
			\$0.00	\$0.00	\$631.05	\$631.05	\$631.05	\$631.05	\$631.05		



Payroll Register - Board of Park Commissioners

Check Date Range 12/07/18 - 12/07/18

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1787 Wedemeyer, Ryan T	12/07/2018	213.99		.00	7.17	13.26	3.10	6.91	2.88	.00	180.67
			.00	.00	213.99	213.99	213.99	213.99	213.99		
		\$213.99	\$0.00	\$0.00	\$7.17	\$13.26	\$3.10	\$6.91	\$2.88	\$0.00	\$180.67
1663 Weyers, Agnes A	12/07/2018	336.56		.00	.00	20.87	4.88	9.63	4.01	.00	297.17
			.00	.00	336.56	336.56	336.56	336.56	336.56		
		\$336.56	\$0.00	\$0.00	\$0.00	\$20.87	\$4.88	\$9.63	\$4.01	\$0.00	\$297.17
			\$0.00	\$0.00	\$336.56	\$336.56	\$336.56	\$336.56	\$336.56		
2050 Whitfield, Gwendolyn M	12/07/2018	91.53		.00	.00	5.67	1.33	2.96	1.23	.00	80.34
			.00	.00	91.53	91.53	91.53	91.53	91.53		
		\$91.53	\$0.00	\$0.00	\$0.00	\$5.67	\$1.33	\$2.96	\$1.23	\$0.00	\$80.34
			\$0.00	\$0.00	\$91.53	\$91.53	\$91.53	\$91.53	\$91.53		
10000 Wieckert, Dianne 1131	12/07/2018	517.50		.00	21.56	32.09	7.50	15.47	6.44	.00	434.44
			.00	.00	517.50	517.50	517.50	517.50	517.50		
		\$517.50	\$0.00	\$0.00	\$21.56	\$32.09	\$7.50	\$15.47	\$6.44	\$0.00	\$434.44
			\$0.00	\$0.00	\$517.50	\$517.50	\$517.50	\$517.50	\$517.50		
10000 Williams, David K 0517	12/07/2018	3,009.48		.00	249.78	176.56	41.29	84.28	35.10	377.67	2,044.80
			.00	.00	2,647.81	2,847.81	2,847.81	2,647.81	2,647.81		
		\$3,009.48	\$0.00	\$0.00	\$249.78	\$176.56	\$41.29	\$84.28	\$35.10	\$377.67	\$2,044.80
			\$0.00	\$0.00	\$2,647.81	\$2,847.81	\$2,847.81	\$2,647.81	\$2,647.81		
Parks - Parks & Recreation Totals		\$125,612.93	\$0.00	\$0.00	\$9,549.06	\$7,497.52	\$1,753.54	\$3,804.17	\$1,706.35	\$8,289.70	\$93,012.59
			\$0.00	\$0.00	\$119,165.42	\$120,928.18	\$120,928.18	\$119,165.42	\$119,165.42		
Grand Totals		\$125,612.93	\$0.00	\$0.00	\$9,549.06	\$7,497.52	\$1,753.54	\$3,804.17	\$1,706.35	\$8,289.70	\$93,012.59
			\$0.00	\$0.00	\$119,165.42	\$120,928.18	\$120,928.18	\$119,165.42	\$119,165.42		

***** Multiple Taxes or Deductions Exist.



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2018-00019191	BA	GL	12/06/2018	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>			
12/06/2018	201-18-181001-53990	Other Services and Charges	Budget Amendment		142.00	.00			
12/06/2018	201-18-184500-51120	Salaries and Wages - Temporary	Budget Amendment		405.00	.00			
12/06/2018	201-18-184500-53940	Temporary Contractual Employee	Budget Amendment		1,271.00	.00			
12/06/2018	201-18-184501-51120	Salaries and Wages - Temporary	Budget Amendment		1,400.00	.00			
12/06/2018	201-18-184501-51210	FICA	Budget Amendment		105.00	.00			
12/06/2018	201-18-184501-53160	Instruction	Budget Amendment		490.00	.00			
12/06/2018	201-18-186503-53210	Telephone	Budget Amendment		100.00	.00			
					Number of Entries: 7	\$3,913.00			\$.00

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2017	2017	2017	2017	2018	2018	2018	
November-18	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	November	to date	Budget	November	to date	change
General Fund								
Administration	750,594	739,993	707,858	95.66%	621,831	622,290	100.07%	-12.09%
Health & Wellness	105,197	97,753	91,080	93.17%	105,923	99,148	85.99%	8.86%
Community Relations	423,303	378,011	349,011	92.33%	416,453	366,131	83.81%	4.91%
Aquatics	330,688	297,537	284,571	95.64%	328,839	279,881	85.11%	-1.65%
Frank Southern Center	341,117	338,165	297,307	87.92%	359,800	316,032	87.84%	6.30%
Golf Services	885,638	864,187	822,141	95.13%	935,271	912,954	97.61%	11.05%
Natural Resources	370,961	320,835	304,661	94.96%	392,366	351,867	89.68%	15.49%
Youth Programs	59,844	55,165	51,203	92.82%	60,195	55,353	91.96%	8.11%
TLRC	282,216	280,198	262,886	93.82%	284,750	266,250	93.50%	1.28%
Community Events	384,284	347,783	320,771	92.23%	414,238	372,511	89.93%	16.13%
Adult Sports	288,431	266,304	249,206	93.58%	323,760	259,856	80.26%	4.27%
Youth Sports	267,398	267,488	256,393	95.85%	271,744	284,536	104.71%	10.98%
BBCC	304,977	275,756	263,780	95.66%	289,803	289,069	99.75%	9.59%
Inclusive Recreation	72,632	73,771	69,794	94.61%	78,403	74,634	95.19%	6.94%
Operations	1,546,438	1,434,103	1,305,471	91.03%	1,890,127	1,513,504	80.07%	15.94%
Landscaping	283,362	227,841	213,939	93.90%	311,041	266,026	85.53%	24.35%
Cemeteries	173,285	162,628	153,485	94.38%	182,605	165,340	90.55%	7.72%
Urban Forestry	400,381	386,720	356,865	92.28%	585,324	407,167	69.56%	14.10%
General Fund total:	7,270,746	6,814,238	6,360,421	93.34%	7,852,474	6,902,548	87.90%	8.52%
Non-Reverting Fund								
Administration	27,640	3,328	3,247	97.54%	14,650	4,224	28.83%	30.10%
Health & Wellness	1,914	1,172	1,124	95.89%	1,240	154	12.44%	-86.28%
Community Relations	4,650	1,465	465	31.74%	4,650	2,739	58.90%	0.00%
Aquatics	64,433	38,939	38,708	99.41%	69,543	69,142	99.42%	78.63%
Frank Southern Center	94,423	77,769	68,135	87.61%	97,498	74,821	76.74%	9.81%
Golf Services	126,105	98,300	95,505	97.16%	133,709	92,256	69.00%	-3.40%
Natural Resources	50,992	23,820	22,821	95.81%	53,485	63,380	118.50%	0.00%
Youth Programs	178,521	198,464	187,935	94.69%	209,805	221,664	105.65%	17.95%
*TLRC - day to day	970,663	835,622	683,671	81.82%	470,943	390,387	82.89%	-42.90%
Community Events	190,881	166,067	153,526	92.45%	181,069	163,972	90.56%	6.80%
Adult Sports	230,225	164,008	162,855	99.30%	199,830	158,769	79.45%	-2.51%
Youth Sports	26,845	19,068	18,563	97.35%	18,754	8,866	47.28%	-52.24%
BBCC	25,403	44,054	40,205	91.26%	15,892	17,827	112.17%	-55.66%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	19,195	56,104	56,086	99.97%	52,861	58,729	111.10%	4.71%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	14,800	32,436	28,974	89.32%	12,877	14,776	114.75%	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	0	0	1,320	0.00%	4,750	5,700	119.99%	0.00%
N-R Fund subtotal:	2,026,690	1,760,617	1,563,139	88.78%	1,541,556	1,347,406	87.41%	-13.80%
TLRC - bond	539,104	539,104	538,635	99.91%	671,946	671,945	100.00%	0.00%
N-R Fund total:	2,565,794	2,299,721	2,101,774	91.39%	2,213,502	2,019,351	91.23%	-3.92%
Other Misc Funds								
MCCSC 21st Com Learn Cnt G	29,950	41,391	37,472		884	35,519		
Community Banneker Bus			0			45,000		
G14006 Out-of School Prg.			0					
G15008 Summer Food Prg.	11,115	17,606	17,606		11,115	16,451		
G15009 Nature Days S/Star		4,318	4,318			0		
Griffy Lake Nature Day		5,137	5,137	99.99%		4,924	0.00%	0.00%
Wapehani I-69 Mitigation		201,075	201,075	100.00%		0	0.00%	0.00%
Leonard Springs Nature		3,841	3,840	99.98%		6,063	0.00%	0.00%
Banneker Nature Day		0	0			4,472		
DNR Grant		0	0	0.00%		0	0.00%	0.00%
Kaboom Play			0		451	451		
Youth & Adolescent Phy Act						7,341		
Goat Farm		1,777	1,777			0		
Giffy LARE		17,286	17,286			10,965		
Other Misc Funds total:	41,065	273,367	288,511	105.54%	12,450	131,185	1053.72%	0.00%
TOTAL ALL FUNDS	9,877,604	9,387,327	8,750,706	93.22%	10,078,425	9,053,084	89.83%	3.46%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues November 2018								
	2017	2017	2017	2017	2018	2018	2018	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	<u>Budget</u>	<u>for year</u>	<u>November</u>	<u>to date</u>	<u>for year</u>	<u>November</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,030,050	6,065,105	6,030,050	99.42%	6,258,520	6,258,520	100.00%	3.79%
Administration	500	1,966	1,526	77.62%	500	813	162.60%	-46.71%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	153,500	194,506	194,506	100.00%	168,000	201,570	119.98%	3.63%
Frank Southern	219,900	184,531	141,551	76.71%	224,900	155,339	69.07%	9.74%
Golf Services	568,500	542,711	548,749	101.11%	526,700	579,606	110.04%	5.62%
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	10,700	12,340	12,340	100.00%	10,700	12,135	113.41%	-1.66%
Adult Sports	78,000	63,772	63,772	100.00%	71,000	57,603	81.13%	-9.67%
Youth Sports	33,900	28,995	28,690	98.95%	32,000	27,005	84.39%	-5.87%
BBCC	12,000	12,223	10,755	87.99%	11,000	11,460	104.18%	6.55%
Operations	0	25	25	100.00%	0	1,365	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	39,700	26,833	25,683	95.71%	31,050	33,733	108.64%	31.34%
Urban Forestry		0	0	0.00%		30	0.00%	0.00%
G17011 Urban Forestry		12,000	12,000			0	0.00%	
Subtotal Program Rev	1,116,700	1,067,902	1,039,596	97.35%	1,075,850	1,080,659	100.45%	3.95%
General Fund Total	7,146,750	7,133,007	7,069,646	99.11%	7,334,370	7,339,179	100.07%	3.81%
Non-Reverting Fund								
Administration	40,650	36,327	29,697	81.75%	40,600	27,829	68.54%	-6.29%
Health & Wellness	3,550	3,124	2,979	95.35%	2,739	2,637	96.28%	-11.47%
Community Relations	4,650	3,000	3,000	100.00%	4,650	2,789	59.97%	-7.05%
Aquatics	126,373	113,789	113,623	99.85%	122,700	90,670	73.90%	-20.20%
Frank Southern	153,400	126,988	100,290	78.98%	151,900	96,589	63.59%	-3.69%
Golf Services	151,300	163,579	142,337	87.01%	158,500	131,119	82.73%	-7.88%
Natural Resources	58,525	70,821	70,047	98.91%	60,890	68,262	112.11%	-2.55%
Youth Programs	189,866	218,910	212,236	96.95%	215,060	227,062	105.58%	6.99%
*TLRC -Operational	782,329	750,934	666,326	88.73%	763,029	673,778	88.30%	1.12%
Community Events	191,760	214,892	207,029	96.34%	193,752	199,415	102.92%	-3.68%
Adult Sports	216,500	147,655	143,239	97.01%	207,000	150,931	72.91%	5.37%
Youth Sports	25,000	25,624	24,896	97.16%	19,500	10,367	53.16%	-58.36%
BBCC	29,420	59,280	30,278	51.08%	5,150	28,380	551.06%	-6.27%
Operations	51,640	57,121	54,371	95.19%	56,440	102,211	181.10%	87.99%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	82,800	73,736	70,450	95.54%	0	0	0.00%	-100.00%
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	9,300	17,911	2,109	11.78%	9,300	16,454	176.92%	680.02%
N-R Fund subtotal:	2,117,463	2,083,690	1,872,905	89.88%	2,011,610	1,828,493	90.90%	-2.37%
Other Misc Funds								
G14006 Out-of-School Prg		20	20			0		
G14007 MCCSC 21st Com	60,000	21,410	21,410		60,000	26,247		
G14009 Summer Food Grant	13,744	19,059	19,059		27,864	20,102		
Communit Banneker Bus						45,000		
Kaboom Play Everywhere						0		
Urban Forestry EAB		2,000	0			0		
Wapehani Mitigation I69		233,543	233,543			0		
Griffy LAE Veg. Mgt		14,453	14,453			10,965		
G15008 Leonard Spring		0	0			15,000		
G15009 Griffy Nature Days		4,988	4,988			0		
(902) Rose Hill Trust		445	401			598		
G17007 - Goat Farm		0	2,000			0		
Banneker Nature Days		0				4,860		
Yth & Adolescent Phy Act						6,417		
Nature Days Star		4,340	4,340			4,967		
Other Misc Funds total:	0	300,258	300,214		87,864	134,156		
TOTAL ALL FUNDS	9,264,213	9,516,954	9,242,766	97.12%	9,433,844	9,301,828	98.60%	0.64%

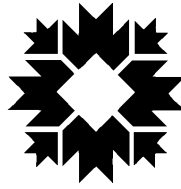
	Non-Reverting Cash Balances	1	2	3	4	5	6	7
		Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
		Balance	as of	Misc.	as of	from	Revenue	Balance
		1/1/2018	12/5/2018	revenue	12/5/2018	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	200,804.78	27,829.02		4,223.88	0.00	23,605.14	224,409.92
181001	Health & Wellness	7,379.62	2,637.00		154.21	0.00	2,482.79	9,862.41
181100	Community Relations	34,889.04	2,788.53		2,738.62	0.00	49.91	34,938.95
182001	Aquatics	389,566.90	90,670.43		69,142.40	0.00	21,528.03	411,094.93
182500	Frank Southern Center	175,036.20	96,589.48		74,821.03	0.00	21,768.45	196,804.65
183500	Golf Course	208,121.70	131,119.32		92,255.87	0.00	38,863.45	246,985.15
184000	Natural Resources	248,977.29	68,261.96		63,379.82	0.00	4,882.14	253,859.43
184500	Allison Jukebox	170,562.07	227,062.10		221,664.01	0.00	5,398.09	175,960.16
*185000	TLRC	(878,837.80)	600,300.18		1,062,331.93	0.00	(462,031.75)	(1,340,869.55)
185009	TLRC Reserve	569,299.15	73,437.50		0.00	0.00	73,437.50	642,736.65
186500	Community Events	471,824.72	199,455.17		163,972.24	0.00	35,482.93	507,307.65
187001	Adult Sports	74,000.53	150,931.23		158,768.53	0.00	(7,837.30)	66,163.23
187202	Youth Sports	104,401.59	10,366.99		8,866.24	0.00	1,500.75	105,902.34
187209	Skate Park	543.88	0.00		0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	56,647.65	28,379.65		17,827.01	0.00	10,552.64	67,200.29
189000	Operations	137,207.83	102,211.03		58,728.53	0.00	43,482.50	180,690.33
189005	Dog Park	5,993.79	0.00		0.00	0.00	0.00	5,993.79
**189006	Switchyard Property	230,940.52	0.00		14,776.44	0.00	(14,776.44)	216,164.08
189500	Landscaping	12,704.36	0.00		0.00	0.00	0.00	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	0.00	1,497.00
189503	Urban Forestry	7,093.63	16,453.68		5,699.75	0.00	10,753.93	17,847.56
10002.01	Change Fund	0.00	0.00		0.00	0.00	0.00	0.00
201-24105	Deposits	0.00	0.00		0.00	0.00	0.00	0.00
	TOTALS	2,228,654.45	1,828,493.27	0.00	2,019,350.51	0.00	(190,857.24)	2,037,797.21
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds								(190,857.24)
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.								INCREASE/DECREASE FOR THE CURRENT

Bloomington Parks and Recreation Surplus Declaration Form

Dec-18

Dec-18

[illegible]



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-4
Date: December 5, 2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Cory Hawkins, Program Specialist
DATE: **December 10, 2018**
SUBJECT: **INTRODUCTION**

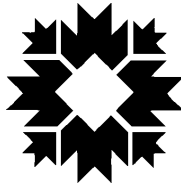
I am pleased to announce I have accepted the Program Specialist position at the Benjamin Banneker Community Center. I am thankful for my previous experience as a Natural Resource Educational Specialist and the opportunity to participate in the Banneker Camp summer program and Banneker at the 'View after school program. I have thoroughly enjoyed organizing and leading clubs within both offerings. It has been a joy to connect to the participants of the Banneker programs and I look forward to continuing to build relationships and achieve success within the community.

Background

Prior to working as a seasonal employee for the City of Bloomington Parks and Recreation Department I worked as an Education Program Manager for California State Parks in San Diego. For 5 years, I developed daily youth education programs, recreational opportunities, annual community events and partnerships opportunities for the parks and the local community. Additionally, I created summer education programs for low-income families and youth to enhance stewardship of local recreation areas. I worked hand-in-hand with community partners such as local grant foundations, school corporations, and non-profit organizations to provide opportunities for the people of California by helping to preserve the state's extraordinary biological diversity, protect its most valued natural and cultural resources, and create opportunities for high-quality outdoor recreation.

RESPECTFULLY SUBMITTED

Cory Hawkins
Program Specialist, Benjamin Banneker Community Center



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-5
Date: December 7, 2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: December 6, 2018
SUBJECT: Mark Thrasher is retiring effective December 14, 2018

Recommendation

This agenda item is for recognition and information only.

Background

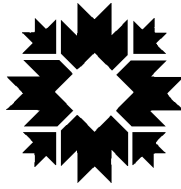
Mark has worked for Bloomington Parks and Recreation Cascades Golf Course for nearly 50 years. He started part-time in 1969. In 1974 he became a Working Foreman and that started his full-time employment. He became Superintendent of Cascades Golf Course in 1983. Through the years there has been four Thrashers that worked at Cascades. Mark's dad was the Superintendent for years, his uncle and his brother worked there at certain times.

Mark has worked under Parks Directors Bill Wilson, Frank Ragan, Norm Merrifield, Steve Wolter, Mick Renneisen, and Paula McDevitt. When he began employment there was little competition for golf in the Bloomington area. The Pointe was built in 1972, the Country Club had only 9 holes, and Indiana University had little play because people could not find their golf balls between the trees. It was common to have 30,000+ rounds back in those days with the 18 hole configuration. We currently average about 21,000 rounds per year with 27 holes.

Mark is unlikely to sit still long. He is an expert mechanic and has fixed equipment that most courses would have thrown away years ago. He enjoys traveling with his camper and collecting antiques and antique motor equipment. Our best wishes to Mark and a long, healthy retirement.

RESPECTFULLY SUBMITTED,

Sports Division Director



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-1
Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: November 29, 2018
SUBJECT: Bloomington Parks Foundation donor naming request

Recommendation

Staff recommends per Parks & Facilities Policy #13010, the approval of the donor naming request naming the Switchyard Plaza/Platform to be the Community Foundation of Bloomington and Monroe County Plaza at Switchyard Park.

Background

POLICY RE: Park, Facility, Rooms and Park Structures Naming Procedure

1. A request for the naming of a Park and Recreation park, facility, room or park structure should be made in the form of a written letter addressed to the President of the Parks Board. The written letter shall contain:
 - appropriate information documenting why the individual, citizen, or interest group feels the name would be appropriate
 - any significant civic contribution an individual made which would warrant naming a park, facility, room or park structure after them
 - documents community contributions the individual made or documents why a specific geographical or location based name has been suggested to the Board of Park Commissioners
2. Upon receiving this request, the Board of Park Commissioners President and/or their designated representative shall individually review the suggested name and a short description of this policy with each Park Commissioner to discuss the appropriateness of the request and its potential for approval.
3. Upon completion of individual review by Park Commissioners, the Board President and/or their designated representative shall contact the concerned citizen and/or special interest group to discuss the request and express any concerns that exist.
4. Should the individual citizen and/or special interest group wish to continue their request to name a Park and Recreation park, facility, room or park structure the item may be added to the agenda for the next regularly scheduled public meeting of the Board of Park Commissioners for consideration and possible action.

5. Any member of the Board of Park Commissioners may initiate a request to name a park, facility, room or park structure.

The letter requesting the donor naming approval has been submitted and is provided for review in the board packet.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, reading "Paula McDevitt" with a stylized flourish at the end.

Paula McDevitt, Administrator



Bloomington Parks Foundation

P.O. Box 3351, Bloomington, Indiana 47402

www.bloomingtonparksfoundation.org info@bloomingtonparksfoundation.org

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Parks Board

Paula McDevitt,

Parks Administrator

November 15, 2018

Board of Park Commissioners
City of Bloomington
401 N. Morton Street
Bloomington, IN 47404

The Bloomington Parks Foundation and the Community Foundation of Bloomington and Monroe County Inc. propose the Board of Park Commission approve the naming of the Switchyard Plaza/Platform to be the Community Foundation of Bloomington and Monroe County Plaza at Switchyard Park in exchange for a contribution to the construction and maintenance of the Switchyard Park.

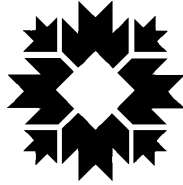
The agreement would be a grant over 5 years and include a contribution to the Switchyard Park Endowment Fund established by the Bloomington Parks Foundation February 21, 2017 for the Switchyard park maintenance and general upkeep. This fund is held at the Community Foundation of Bloomington and Monroe County.

The naming would have a commitment of 20 years and subject to a first right to renewal.

Additional details will be worked out in the Donor agreement to be approved by the Parks Foundation and the Bloomington Parks and Recreation Department.

Thank you for your consideration,

The Parks Foundation.



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-2
Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: November 28, 2018
SUBJECT: REVIEW/APPROVAL OF 2019 MANAGEMENT/PARTNERSHIP AGREEMENT WITH BCT MANAGEMENT, INC.

Recommendation

It is recommended that the Board approve the 2019 Management Agreement with BCTM, Inc. to manage the Buskirk-Chumley Theater for the benefit of the community.

Background

Since its renovation in 1999, the Buskirk-Chumley Theater (“Theater”), a performing arts venue at 114 E. Kirkwood, has become a key contributor to the economic and cultural vitality of downtown Bloomington and one of the many attractions to draw people to the downtown business district.

The attached agreement reflects discussions between City staff and BCT Management, Inc. staff and Board members.

Funding

Funding will be provided in the 2019 City Council budget to assist BCTM, Inc. with duties related to their operation of the Theater as stated below:

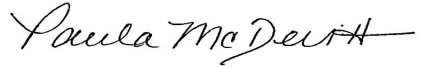
The City shall, for the term of this Agreement, provide Fifty Five Thousand Dollars (\$55,000.00) to support the operations at the BCT (“Operations Funding”). This is a \$5000 increase from 2018. The Operations Funding shall be paid in four (4) quarterly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00).

New in 2019 is funding in the Parks Operations Division General Fund budget of Eighteen Thousand Two Hundred Dollars (\$18,200) for replacement carpet at the BCT.

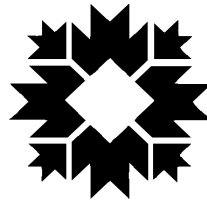
In addition, continuation of \$74,000 in funding for building related improvements, from the City's Consolidated TIF fund, will continue in 2019. Staff will receive final approval from the Redevelopment Commission on December 17, 2018 for funding of building related expenses listed in the agreement for the period of January 1, 2019 -December 31, 2019.

The total support for the Buskirk-Chumley Theater in 2019 will be \$147,200 and increase of \$23,200 over 2018 funding.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script, reading "Paula McDevitt", written in black ink.

Paula McDevitt, Administrator



**CITY OF BLOOMINGTON
parks and recreation**

PARTNERSHIP AGREEMENT

This Agreement, made and entered into this ____ day of December, 2018 by and between the **City of Bloomington, Indiana (“City”)** by its Mayor, Board of Park Commissioners (“Parks Board”), and Redevelopment Commission (“Commission”) and **BCT Management, Inc.**, an Indiana non-profit corporation (“BCTM”),

WITNESSETH:

WHEREAS, the Buskirk-Chumley Theater (“BCT”) is a performing arts facility in downtown Bloomington, Monroe County, Indiana, that is owned by the Parks Board; and,

WHEREAS, BCTM has managed the BCT since 2001 pursuant to an agreement with the City, and the City wishes to enter into this Partnership Agreement (“Agreement”) with BCTM to manage and operate the BCT; and,

WHEREAS, BCTM is an Indiana non-profit corporation which has the capacity and commitment to manage the BCT as an accessible and affordable community resource; and,

WHEREAS, the previous Management Agreement between the City and BCTM is set to expire on December 31, 2018; and,

WHEREAS, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of January 1, 2019 through December 31, 2019, with the intent to continue the parties’ successful relationship into the future; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions in this Agreement, the City and BCTM agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline a program partnership, which will provide entertainment to the public at the BCT.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2019 to December 31, 2019, unless early termination occurs as described in paragraph 6(j), below.

3. FUNDING

The City shall, for the term of this Agreement, provide Fifty Five Thousand Dollars (\$55,000.00) to support the operations at the BCT (“Operations Funding”). The Operations Funding shall be paid in four (4) quarterly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00).

The City through its Parks and Recreation Department shall, for the term of this Agreement, provide Eighteen Thousand Two Hundred Dollars (\$18,200.00) for carpet replacement at the BCT.

The Redevelopment Commission shall, for the term of this Agreement, provide up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF (“Tax Increment Funding”). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City’s procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Parks and Recreation or her designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement. BCTM will submit to the City by November 1, 2019 a list of 2020 projects to be considered for potential 2020 Tax Increment Funding. The City and BCTM shall cooperate on selecting priorities for the Tax Increment Funding.

4. BCTM

The goal of BCTM is to provide a world-class entertainment schedule at the BCT for the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. Except as provided in this Agreement, BCTM shall have the exclusive authority to operate and manage the BCT under this Agreement. BCTM agrees to:

a. Programming:

- i. BCTM shall manage the BCT in a professional manner and utilize its best efforts to preserve and expand the BCT’s role as a high quality, accessible community resource, and to schedule and promote a diverse program of local, regional, and national artists and events, so as to serve a broad segment of the community and a wide variety of interests and audiences. BCTM shall maintain and administer booking procedures and rental rates that give performers, renters, and other users a fair and reasonable opportunity to use the facility.
- ii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this

Agreement. BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

b. Management Obligation: BCTM shall manage the BCT as follows:

- i. BCTM agrees to maintain its principal and only corporate office with regular office hours on the BCT premises.
- ii. As an independent contractor, and at its sole cost and expense, BCTM shall employ an Executive Director, Technical Director, and such other personnel as necessary in its sole opinion to the operation of the BCT in conformance with the terms of this Agreement. BCTM and its personnel, agents, volunteers, contractors or sub-contractors shall in no event be construed to be, or represent themselves to be employees of the City.
- iii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement.
- iv. BCTM shall be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the BCT, provided, however, that BCTM does not assume, and shall not be liable for, any financial obligations of the City regarding the BCT. However, expenses such as property taxes charged directly to the City that stem from BCTM's operation, contracts and agreements with third parties must be reimbursed by BCTM to the City. The BCT shall also take responsibility for all expenses related to the Alcoholic Beverages permit the City obtained for BCTM.
- v. BCTM shall operate the BCT as a venue for presentation of BCT programming, and BCTM may, at its sole discretion, produce and promote its own events at the BCT. BCTM shall have the authority to make all scheduling decisions for the BCT, and at its sole discretion, set rental rates for the BCT. BCTM shall keep the City informed regarding its rental rates for the BCT, and shall advise the City of any proposed change to the rates at least ten (10) business days prior to the effective date of the change.
- vi. The City's logo and/or such other acknowledgement of the City's support that the City deems appropriate, in its sole discretion, shall be displayed in the BCT

and on the BCTM website. An announcement of the City's support of the BCT shall be made prior to all performances.

- vii. BCTM shall be solely responsible for obtaining and maintaining any licenses or permits required by any governmental entity in connection with the operation of the BCT. BCTM shall not enter into any contracts or agreements that authorize or allow for violation of any City ordinance.

c. Sale of Alcoholic Beverages:

- i. The City, as owner of the BCT, has obtained on BCTM's behalf an Alcoholic Beverages permit for the premises and shall retain rights to this permit because it has applied for an alcoholic beverage permit (liquor, beer and wine retailer for a Civic Center, license type 219) on behalf of the BCTM pursuant to Indiana Code § 7.1-3-1-25. This permit, granted in 2011 and renewable on an annual basis, is not part of the regular Alcoholic Beverage permits that are granted following a quota system, and can only be obtained when the City applies for it. If granted, such a permit is particular to the circumstances of the location in that the building must be owned by the City, and that it must be open for specific purposes.
- ii. BCTM agrees to be in compliance with all laws, federal, state and local, that apply to this alcoholic beverages permit, which is only to be used at the current BCT Premises. It agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to this permit, including, without limitation, any penalties for violations of the permit or its requirements.
- iii. BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance in compliance with Section 6(h) of this Agreement, and carry the financial cost for application and renewals, or any other expense related to the permit.
- iv. BCTM agrees that, in the event of termination of this Agreement for any reason, or if BCTM determines it cannot or will not start or continue to perform its rights and obligations under the alcoholic beverages permit, BCTM will, at the option of the City exercised in writing, either surrender BCTM's Alcoholic Beverages permit for the BCT's location, or take all necessary or desirable lawful steps requested by the City to transfer the alcoholic beverages permit for the BCT to another prospective permittee to be designated by the City, and approved of by the Indiana Alcohol and Tobacco Commission. Such steps may include, but are not limited to, having BCTM officers and/or directors execute lawful documents at the request of the City. In the event of such surrender or transfer upon termination of this Agreement BCTM will not be entitled to any monetary payment or other compensation for complying with this Agreement.

d. BCTM's Responsibility for Maintenance, Repair and Utilities

- i. BCTM shall keep the BCT premises, including the auditorium, entrances, eastern portion of the storefront retail space, offices, rest rooms, and adjacent sidewalks in a clean, safe, and operable condition and in compliance with all applicable statutes and ordinances.
- ii. In the event that BCTM enters into a lease of the western portion of the storefront retail space as described in paragraph 6.a.iii., below, the lease shall require the tenant to maintain the premises in a clean and safe condition and in compliance with all applicable statutes and ordinances. In the event that BCTM does not enter into a lease of the western portion of the storefront retail space, BCTM shall maintain the western portion of the storefront retail space, as required by paragraph 4.d.i., above.
- iii. BCTM shall be responsible and liable for any injury or damage done to the BCT premises by BCTM or BCTM's employees, invitees, or any other occupant or other person whom BCTM permits to be in or about the BCT premises.
- iv. BCTM shall be responsible for maintenance and repair of the interior of the building, as detailed in Exhibit A, Section 1.
- v. BCTM shall be responsible for the repair and maintenance of BCT equipment and furnishings listed in Exhibit B.
- vi. BCTM shall maintain all premises, equipment and furnishings in such condition, order, and repair as the same were in at the commencement of this Agreement or may be installed during the term of this Agreement, reasonable wear and tear excepted. In the event BCTM fails to undertake any repair or maintenance under their responsibility after thirty (30) days notice in writing from the City, the City may undertake the repair or maintenance, and BCTM shall be obligated to pay within thirty (30) days after invoice the full amount of any such expense paid by the City. The City agrees to reimburse BCTM for unexpected emergency repairs; however, BCTM will make all reasonable efforts to contact City and obtain City approval before commencing the repairs.
- vii. BCTM requests to use Tax Increment Funding shall be compliant, with applicable state law, including Indiana Code 5-22-8 *et seq.* With respect to requests to use Tax Increment Funding, BCTM shall make diligent efforts to follow the City's procurement methods, as set by the City Controller, including—where applicable—obtaining three (3) quotes. Requests for Tax Increment Funding shall include: (1) the names of the persons or companies that provided quotes, (2) the amounts of the quotes, (3) BCTM's preference of quote, and (4) an explanation for BCTM's preference of quote.
- viii. BCTM shall not cause or permit any alterations, additions, or changes of or upon any part of the BCT premises without first obtaining written consent of the City. If any alterations, additions, or changes to the BCT premises are made by BCTM and met with the City's consent under this sub-paragraph, they shall be

made at BCTM's expense and in a good and workmanlike manner, in accordance with all applicable laws, and shall become the property of the City as owner of the BCT.

- ix. The City shall provide BCTM with a list of acceptable vendors with which BCTM might contact for emergency and/or after-hours repair. BCTM shall immediately communicate with the Director of Parks and Recreation on the day following the occurrence of emergency repair describing the nature of, and the manner in which BCTM handled, the repair.
- x. BCTM shall pay all bills and charges for water, sanitary and storm sewer, electricity, gas, and other utilities that may be assessed or charged against any occupant of the BCT Premises during the term of this Agreement.
- xi. BCTM shall not permit any lawful mechanic's or other liens to accrue against the BCT Premises by reason of labor, services or materials claimed to have been performed or furnished to or for BCTM. BCTM shall cause any lien filed against the BCT Premises as a result of the action or inaction of BCTM to be discharged and released within ninety (90) days of the date of filing. In the event the lien is not discharged and released within that time period and BCTM continues to desire to contest the lien, BCTM shall post a surety bond or letter of credit in an amount reasonably anticipated to be necessary to satisfy the lien.

e. Organizational Information: BCTM shall share financial information with City.

- i. Once per calendar year, BCTM shall provide financial reports which have been reviewed or audited by a Certified Professional Accountant, as defined by the Financial Standards Accounting Board (FASB). The financial reports shall include progress reports on fundraising, including the amount of funds received through fundraising, the number of donors of funds, and the steps taken to generate funds. Said reports shall be delivered to the City not later than April 15, 2020.
- ii. BCTM shall provide an annual written report of BCT operations to the City, which shall be delivered to the City no later than April 15, 2019. The annual report shall be comprehensive and shall address all relevant topics, including, but not limited to, a listing of all programs and events held in the BCT during 2018, income and expenses related to the BCT property for 2018, and updates on the preventative maintenance BCTM undertook in 2018.
- iii. BCTM shall provide a copy of its timely filed IRS Form 990, Return of Organization Exempt from Income Tax Form. The Form 990 shall be provided to the City within thirty (30) days of when it is filed with the Internal Revenue Service.
- iv. BCTM will remain compliant with all returns and payments associated with all applicable taxes—including payroll taxes. BCTM will provide the City with a copy of all returns filed with and payments made to all taxing entities within thirty (30) days of filing and payment.

- v. BCTM shall provide a copy of all filings with the Indiana Secretary of State's Office. These filings shall be provided to the City within thirty (30) days of when they are filed with the Indiana Secretary of State's Office.
- vi. The City shall set a meeting after April 15, 2019 and prior to May 30, 2019 for BCTM to present the 2018 annual report to the Administrator of the City's Parks and Recreation Department and to respond to questions. BCTM shall designate a voting member of its Board and send him/her to the City's meeting.
- vii. During the year and in addition to the annual report, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events.
- viii. The City may, upon one (1) week's notice, inspect the BCT's books and records maintained by BCTM.
- ix. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at anytime for any reason.
- x. BCTM shall provide BCT participation data to the City on a quarterly basis to the City no more than fifteen days after the end of each quarter. This data will be used in the Bloomington Parks and Recreation annual report.
- xi. The 2020 BCTM goals will be submitted to the City by July 1, 2019 following the City's format for annual goals.

f. Inventory List and Disposal of Surplus Property:

- i. BCTM shall provide an updated inventory of all equipment and furnishings to the City on or before December 31, 2019. The inventory shall include the funding source or sources for all equipment and furnishings purchased. At the end of this Agreement, prior to renewal, the City shall have the responsibility to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets.
- ii. BCTM shall inform the City when it desires to dispose of Surplus property in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute and the City's Financial Policies Manual (including the Controller and Corporation Counsel's review of the request, and the submission of the request to the appropriate board). Revenue generated by the sale of Surplus property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

5. CITY OF BLOOMINGTON

The goal of City is to provide entertainment and cultural opportunities to Bloomington area community, including residents of Monroe County and surrounding counties and visitors. City agrees to provide:

a. Programming and Premises:

- i. The City's one (1) non-voting representative will serve on the BCTM Board of Directors.
- ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM's use of the BCT and ability to manage and promote events at the BCT.
- iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.
- iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in Exhibit B.
- v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made in the City's discretion.
- vi. The City shall be responsible for maintenance and repair of the building and the marquee as detailed in Exhibit A, Section 2 of this Agreement.
- vii. The City shall be responsible for addressing BCTM requests to the City for Tax Increment Funding, as detailed in paragraph 5.b.ii of this Agreement, in a timely manner.
- viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.
- ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.
- x. The City shall have the right to use the BCT, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with BCTM in advance. Specific dates for three (3) uses include: Martin Luther King Celebration on January 21, 2019, State of the City on February 21, 2019 and Be More Awards on March 26, 2019. Two (2) additional dates for other City

events will be mutually agreed upon by the City and BCTM. A day of use is defined as the time between 8:00 a.m. and 12:00 a.m. (midnight) on the day of the rental. Additional hours may be added to a day of use with BCTM approval.

b. Payments:

- i. The City shall provide Fifty Five Thousand Dollars (\$55,000.00) as Operations Funding for the BCTM.
- ii. The Redevelopment Commission shall provide up to Seventy Four Thousand Dollars (\$74,000.00) from the Consolidated TIF ("Tax Increment Funding"). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City's procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Parks and Recreation or her designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement.

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

a. ASSIGNMENT AND LEASING:

- i. BCTM may not assign this Agreement or its obligations under this Agreement.
- ii. Upon the termination of this Agreement, whether such termination shall occur by expiration of the term or in any other manner whatsoever, BCTM agrees to surrender immediate possession of the BCT Premises in the same condition of cleanliness, repair, and sightliness as of the first day of possession under its first Management Agreement, and agrees to clean the BCT Premises thoroughly or, if BCTM should fail to clean the premises thoroughly, to pay the City for the cleaning necessary to restore the premises to such condition, loss by fire or by the elements and reasonable wear and tear excepted. If BCTM shall remain in possession of all or any part of the BCT Premises after expiration of the term of this Agreement, with the consent of the City, then this Agreement shall continue in effect from month-to-month until terminated in writing by either party.
- iii. BCTM shall have the right to lease or subcontract for management of the western portion of the storefront retail space on Kirkwood Avenue, as provided in this Agreement. Such lease or subcontract shall be subject to the prior consent of the City, but such consent shall not be unreasonably withheld. BCTM acknowledges that a lease of the western portions of the storefront retail space is subject to statutory requirements regarding leasing of municipally-owned property, and includes a duty to get reimbursed for any property taxes associated with such a lease or subcontract, and the terms of and method of procuring any such lease or subcontract must be approved by the Mayor or his

designee. Any and all revenues received by BCTM from the management or rental of the western portion of the storefront retail space shall be applied to offset associated costs of management and maintenance of the BCT.

If BCTM and the City's contractual relationship is terminated for any reason during the term of the storefront retail lease or subcontract, the City will honor the remaining term of the storefront retail lease or subcontract. A copy of the storefront retail lease or subcontract shall be provided to the City.

- iv. The City expressly retains the right to lease or contract separately for management of the eastern portion of the retail space along Kirkwood Avenue, but does not anticipate that will happen as long as the existing partnership with Downtown Business Inc., the Monroe County Convention and Visitor's Bureau and BCTM continues.

b. INDEMNIFICATION AND RELEASE

- i. BCTM shall indemnify, defend, and hold the City harmless from any contractual claim, demand, action, liability, or responsibility arising directly or indirectly from its management, operation, occupancy, use, or possession of the BCT under this Agreement. BCTM shall indemnify, defend and hold the City harmless from and against any claim, demand, liability, proceeding, damages, loss, and costs, including attorney's fees, arising from personal injury, death, or property damage connected, directly or indirectly, with this Agreement or BCTM's occupancy, control, or use of the BCT Premises and personal property, including without limitation, any liability that the City might have to any person, including BCTM and any lessee, and/or its employees and invitees, in or about the BCT Premises with the consent, license, or invitation, express or implied, of BCTM or any lessee. BCTM agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to its Alcoholic Beverages permit, including, without limitation, any penalties for violations of the permit or its requirements.
 - ii. If the City shall, without fault, become a party to litigation commenced by or against BCTM, then BCTM shall indemnify and hold the City harmless from such litigation. The indemnification provided in this paragraph shall include the City's attorney's fees and costs in connection with any such claim, action, or proceedings. BCTM does hereby release the City from all liability for any accident, damage, or injury caused to person or property on or about the BCT Premises. The City shall remain liable for its own gross negligence and the gross negligence of its agents and employees, and in such case, the indemnification, hold harmless, and release provisions provided herein shall not apply.
- c. Risk of Loss:** In the event that the BCT Premises sustains damage of any nature, any and all property insurance proceeds arising from the loss shall be applied to restore the BCT Premises. In the event that the BCT Premises are destroyed and cannot be restored within one hundred eighty (180) days, then this Agreement may be terminated by either party without further

obligation. All property of BCTM, its agents and employees, kept, stored or maintained within the BCT Premises shall be at BCTM's exclusive risk.

- d. **E-VERIFY:** Pursuant to Indiana Code § 22-5-1.7-11(a) BCTM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BCTM is not required to continue this verification if the E-Verify program no longer exists. BCTM 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 C.
- e. **Nuisance:** BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.
- f. **Firearms Policy:** Pursuant to Indiana Code §§ 35-47-11.1-2 and -3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, pursuant to Indiana Code § 35-47-11.1-4(10), BCTM 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. BCTM has developed such a policy for its activities, which is incorporated into this Agreement as Exhibit D.
- g. **Non-Waiver:** Failure on the part of either the City or BCTM to exercise any right or remedy under this Agreement shall not constitute a waiver thereof as to any default or future default or breach by the other party. No waiver of any default shall be effective unless in writing.
- h. **Insurance:** BCTM shall, at its own expense during the term of this Agreement, maintain in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, General Liability Insurance, in an amount and with an insurance company approved by City, against claims of bodily injury, death, or damage to the property of third parties occurring in or about the BCT premises. The minimum limits of liability of such General Liability Insurance shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage/fire legal liability. BCTM shall, at its own expense during the term of this Agreement, maintain and keep in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, Fire and Extended Casualty Insurance coverage upon those contents, furnishings, and personal property owned or maintained by BCTM, as indicated in this Agreement or otherwise. BCTM shall provide the City with an All Risk/Special Form regarding such contents, furnishings and personal property. BCTM shall maintain Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. BCTM shall provide to the City certificates of insurance evidencing the insurance required pursuant to this paragraph. All

policies of insurance on which the City is named as additional insured shall require that the City be provided a minimum of thirty (30) days notice in writing of any intended cancellation.

In addition, BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance with an insurance agency approved by the City. BCTM's liquor liability insurance shall name the City as an additional insured. BCTM shall maintain liquor liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Additionally, BCTM's liquor liability insurance policy shall require that the City be provided at least thirty (30) days notice in writing of any intended cancellation. BCTM shall provide the City with insurance certificates evidencing the required liquor liability coverage.

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

City of Bloomington Legal Department
P.O. Box 100
401 N. Morton Street, Suite 220
Bloomington, IN 47404

Any notice given to BCTM under this Agreement shall be addressed to:
BCT Management, Inc.
Buskirk-Chumley Theater
114 E Kirkwood Ave
Bloomington, Indiana 47408

All notices under this Agreement shall be in writing and shall be delivered personally or sent by Certified Mail, Return Receipt Requested to the above-described addresses, provided that each party by like notice may designate any further or different address to which subsequent notices may be sent.

- j. **Termination:** Either party may terminate this Agreement upon giving written notice of the intention to do so six (6) months prior to the intended date of termination.

If BCTM and the City's contractual relationship is terminated for any reason during the term of a rental agreement that BCTM has with a third-party for use of the Theater, the City will honor the remaining term of the rental agreement. A copy of any third-party rental agreement shall be provided to the City.

k. Default:

- i. **By City:** If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to the City by BCTM by Certified Mail Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.

ii. **By BCTM:** If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to BCTM by the City by Certified Mail, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement.

l. Successors: The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.

m. Choice of Law and Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. The venue for any legal proceeding instituted under this Agreement shall be Monroe County, Indiana.

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

City of Bloomington, Indiana

BCT Management, Inc.

By: _____
Paula McDevitt, Director

By: _____
Ron Walker, President

By: _____
Philippa M. Guthrie, Corporation Counsel

Redevelopment Commission

Board of Park Commissioners

By: _____
Donald Griffin, President

By: _____
Kathleen Mills, President

Board of Public Works

By: _____
Kyla Cox Deckard, President

Exhibit A

1. BCT Management, Inc. (BCTM) shall be responsible for:

- Repair and maintenance building interior – walls, floors, floor coverings, ceilings, toilets, sinks, toilet paper dispensers, paper towel dispensers, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass
- Repair and maintenance of all stage equipment and soft goods
- Repair and maintenance of theater seats, free-standing chairs, tables, desks, counters, and other furniture
- Repair and maintenance of the Theater's mechanical systems– electrical, plumbing, and HVAC (including annual service contract for HVAC system)
- Repair and maintenance of the Theater's fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers
- Repair, maintenance, replacement and purchase of BCTM – owned office equipment and furniture necessary for BCTM business operation, not directly related to BCT's operation as a Theater, and not intended for City ownership
- Repair and maintenance of the western portion of the storefront retail space, including the mechanical systems (electrical, plumbing, and HVAC) associated with that space.
- An annual report on such repair and maintenance as well as preventative maintenance

2. The City of Bloomington shall be responsible for:

- Repairs and maintenance of the Theater's exterior structure, including doors, door locks, windows and window locks (where applicable)
- Repairs and maintenance of the Marquee
- Replacement of mechanical systems (electrical, plumbing, and HVAC)
- Replacement of fire alarm and sprinkler systems
- Replacement of existing City property within BCT – floors, floor covering, fixed seats, free-standing seats, sound system, lighting system, microphones, box office equipment, soft goods, rigging, stage extension, piano, and any other items listed on the property and equipment inventory

Exhibit B

BCT Equipment and Facility Item List as of October 1, 2018.

Exhibit C

STATE OF INDIANA)
)
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. BCT Management, Inc., employer of the undersigned, has contracted with the City of Bloomington to provide services;
3. BCT Management, Inc., employer of the undersigned, is enrolled in and participates in the State of Indiana E-Verify program.
4. The undersigned is authorized by his/her employer, BCT Management, Inc., to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, BCT Management, Inc. does not knowingly employ an "unauthorized alien," as defined at 8 U.S.C. § 1324a. (h)(3), and, BCT Management, Inc. is enrolled and participating in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

Signature

Date

Printed name

STATE OF INDIANA)
)
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 _____, 2018.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

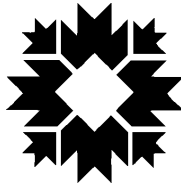
Printed Name of Notary Public

Exhibit D

BCTM Firearms Policy

BCTM does not standardly restrict firearms and other weapons from the Buskirk-Chumley Theater. However, any presenter partner and/or a performing artist may request that firearms and other weapons be prohibited from the venue, provided the presenter partner and/or performing artist is willing to compensate BCTM for the cost of hiring security to enforce the prohibition.

BAAC Accounting Statement for BCT as of 5/21/99	
Theatrical Equipment	\$126,604
Theatrical Lighting Equipment	\$45,000
Sound System Equipment	\$4,800
Historic Light Fixture Restoration	\$17,100
TOTAL BAAC PURCHASED	\$193,504



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-3
Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: **December 10, 2018**
SUBJECT: **ADDENDUM TO CONTRACT FOR SERVICES WITH IZZY'S RENTAL**

Recommendation

Staff recommends the approval of the addendum to the 2018 contract for services with Izzy's Rentals to rent portable toilets at various events. As the addendum states we would like to renew this contract for 2019.

We will be renting toilets for various events including Winter Palooza, 4th of July Parade, Junk in the Trunk, Pumpkin Launch, Farm Tours, and others as needed.

The rental prices for 2019 will be the same as 2018.

Background

We have rented from Izzy's for several years and they are very reliable and their units are well taken care of.

Total Dollar Amount of Contract: Not to exceed \$2,499

Approximate breakdown:

200-18-186507-53730=\$350
201-18-186500-53730=\$1,100
201-18-186500-53990=\$549
201-18-186503-53750=\$500

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator

ADDENDUM I
TO
AGREEMENT FOR SERVICES BETWEEN
BLOOMINGTON PARKS AND RECREATION AND
IZZY'S RENTAL
(Entered in this _____ day of _____, 2019)

WHEREAS, on January 9, 2018, the City of Bloomington Department of Parks and Recreation (the "Department") entered into an Agreement ("Agreement") with Izzy's Rental ("Consultant") for rental of portable toilets; and

WHEREAS, the Department wishes to renew the agreement; and

WHEREAS, the price per unit rented and the total compensation will remain unchanged for 2019; and

WHEREAS, the Consultant is in agreement with said changes; and

WHEREAS, pursuant to Article 23 of said Agreement, Agreement may be modified only by a written amendment signed by both parties.

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

Article 1. Term: To amend Article 1 of the Agreement (Exhibit A is attached hereto and incorporated into this addendum) to revise the Scope of Services of the project as specified to read "Consultant shall complete the Services required under the Agreement on or before December 31, 2019, unless the parties mutually agree to a later completion date."

Article 2. Compensation: Article 4 of the Agreement shall not change and compensation shall not exceed Two Thousand Four Hundred Ninety Nine Dollars and Zero Cents (\$2,499.00).

Article 3. Modification: Any other modification to said Agreement shall be in writing per Article 23 of the Agreement.

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

CITY OF BLOOMINGTON

IZZY'S RENTAL

Paula McDevitt, Director
Parks and Recreation Department

Kevin Kerr, Owner

Kathleen Mills, Park Board President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT AND
IZZY'S RENTAL**

9th January 2018
This Agreement, entered into on this 9th day of January 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Izzy's Rental ("Consultant").

Article 1. Scope of Services Consultant shall provide rental of portable toilets at various locations for Bloomington Parks and Recreation Department coordinated community events "Services". Rental prices for toilets shall be as follows: VIP restroom One Hundred Sixty Dollars (\$160), handicapped accessible restroom One Hundred Fifteen Dollars (\$115) and regular restroom Ninety Dollars (\$90). Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Bill Ream as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Consultant for all fees and expenses in an amount not to exceed Two Thousand Four Hundred Ninety Nine (\$ 2,499). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:
Department: City of Bloomington, Attn: Bill Ream, 401 N. Morton, Bloomington, IN 47402. Consultant: Izzy's Rental, Attn: Kevin Kerr
915 South Gore Road Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie
Philippa M. Guthrie, Corporation Counsel

IZZY'S RENTAL

Kevin Kerr, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt
Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

CITY OF BLOOMINGTON
Controller

Reviewed by:

DATE:

FUND/ACCT: 200-18-373

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
DATE: 12-05-17

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
COUNTY OF Monroe)SS:

AFFIDAVIT

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

1. The undersigned is the OWNER of Izzys Rento 1
(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)
COUNTY OF Monroe)SS:

Before me, a Notary Public in and for said County and State, personally appeared Kevin Kerr and acknowledged the execution of the foregoing this 19th day of January, 2018.

Bethany Jan Sanders
Notary Public's Signature

My Commission Expires: 1-16-2021

Bethany Jan Sanders
Printed Name of Notary Public

County of Residence: Greene

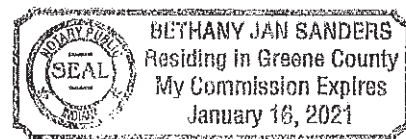


EXHIBIT B

STATE OF Indiana)
COUNTY OF Monroe) SS:

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 19th day of January, 2018

Izzy's Rentals

By:

[Signature]
Kevin Kerr

STATE OF Indiana)
COUNTY OF Monroe) SS:

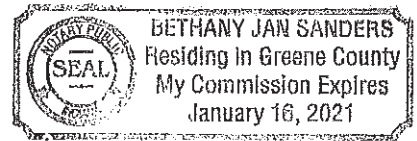
Before me, a Notary Public in and for said County and State, personally appeared Kevin Kerr and acknowledged the execution of the foregoing this 19th day of January, 2018.

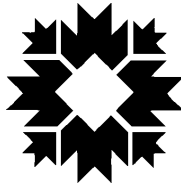
Bethany Jan Sanders
Notary Public's Signature

My Commission Expires: 1-16-2021

Bethany Jan Sanders
Printed Name of Notary Public

County of Residence: Greene





CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-4
Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: December 10, 2018
SUBJECT: CONCESSIONS AGREEMENT

Recommendation

Staff recommends the approval of the 2019 Concessions Agreement for various events.

Bloomington Parks and Recreation will be inviting food vendors to sell their products onsite at various events and programs throughout 2019. These vendors will be required to pay the department 10% of their gross sales from the day.

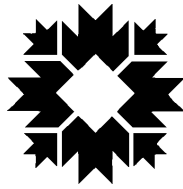
We believe that having food vendors at events adds to the overall experience of the events.

Background

We have been using this type of agreement for a few years and it has worked well and the vendors are aware and agreeable to the fee. There are no major changes to the agreement for 2019.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator



**CITY OF BLOOMINGTON
parks and recreation**

RELEASE, HOLD-HARMLESS, AND CONCESSIONS AGREEMENT

WHEREAS, the City of Bloomington, through its Parks and Recreation Department (hereafter "Parks"), is hosting events at various departmental and community locations; and

WHEREAS, the undersigned, _____
(hereinafter "Concessionaire") desires to sell concessions at the _____ event
held at _____ on the date of _____, 2019 and at
such other times as have been pre-approved by Parks;

NOW, THEREFORE, in consideration for permission from Parks to sell concessions at the
_____ event held at _____ on the date of
_____, 2019 and at such other times as have been pre-approved by Parks, Concessionaire
agrees to the following terms and conditions:

1. Concessionaire shall obtain all necessary permits from the Monroe County Health Department and from any and all other controlling agencies or boards prior to selling concessions.
2. Concessionaire shall abide by federal, state and local laws and ordinances, which pertain to such sales and related activities.
3. This Agreement is for the above date only.
4. Concessionaire agrees to vacate the area by _____ on _____, 2019 and remove all personal items and equipment. Concessionaire must clean litter and debris before leaving, or will be subject to a fine of Fifty Dollars (\$50.00) for violation of Bloomington Municipal Code 6.06.070.
5. Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Department of Parks and Recreation, and its employees, officers, agents and assigns from any and all claims, causes of action, suits, proceedings or demands that may arise from or in any way connected to Concessionaire's activities under this agreement, which include, but are not limited to, sales of concessions, use of related equipment, and location of the concession stand/trailer. This release, hold-harmless and indemnification includes claims, which may be brought by any third party against the City of Bloomington and its related entities as set forth above. Concessionaire agrees that this release is binding upon him/herself, his/her agents, and his/her heirs, successors and assigns.
6. Concessionaire agrees to pay 10% of their gross sales at the event to Parks for the right to sell on above mentioned date. Fee will be collected at the end of the event before the Concessionaire leaves the site. The Fee is not refundable nor transferable.

7. Concessionaire agrees that this Agreement will be terminated on or before December 31, 2019.
8. In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to court costs and reasonable attorney's fees. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
9. Any notice required by this Agreement shall be made in writing to the addresses specified below:

Bloomington Parks and Recreation:

Concessionaire:

Bill Ream/Other Dept. Representative:

Name: _____

401 N Morton Street, Suite 250
Bloomington IN 47404
(812) 349-3748/ _____

Address: _____

Phone Number: _____

Email Address: _____

CONCESSIONAIRE:

Concessionaire Signature

Date

CITY OF BLOOMINGTON PARKS & RECREATION:

Paula McDevitt, Director, Parks & Recreation

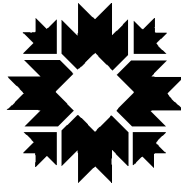
Date

Kathleen Mills, President, Board of Park Commissioners

Date

Philippa M. Guthrie, Corporation Counsel

Date



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-5
Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: November 20, 2018
SUBJECT: REVIEW/APPROVAL OF SEVEN (7) SERVICE AGREEMENTS

Recommendation

Staff recommends the review/approval of seven service agreements for the Operations and Sports Division. The service agreements are with the following consultants.

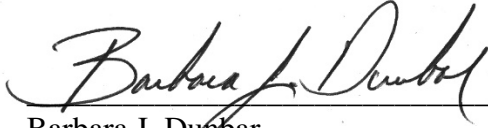
1. Big Dipper Building Services, LLC – general repairs/adjustments and/or replacements to overhead door components
2. Bruce's Welding – general fabrication and welding repairs
3. Cassidy Electrical Contractor's, Inc. – general repairs/adjustments and/or replacement lighting and electrical components
4. Harrell Fish, Inc (HF) – general repairs/adjustments to HVAC systems
5. J & S Locksmith Shop, Inc. – general repair to door locks and key cores
6. Professional Contracting, LLC (Steve's Roofing) – general repairs to roof, gutter, soffit or metal siding work
7. Woods Electrical – general repairs/adjustment to lighting and electrical components

Background

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

These service contracts are in place to manage emergency or standard repairs and/or service as the need arises.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script, reading "Barbara J. Dunbar", written in black ink. The signature is positioned above a horizontal line.

Barbara J. Dunbar
Operations Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND BIG DIPPER BUILDING SERVICES, LLC (OVERHEAD DOOR)

This Agreement, entered into on this ____ day of December, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Big Dipper Building Services, LLC (Overhead Door) ("Consultant").

Article 1. Scope of Services Consultant will repair, adjust, and/or replace overhead/garage doors at City park properties and facilities ("Services"). Provision of services at an hourly rate of One Hundred Twenty Five Dollars (\$125) for a one-person job and One Hundred Fifty Dollars (\$150) for a two-person job, plus materials. Consultant shall provide the Services for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of Two Hundred Seventy Five Dollars (\$275) for a one-person job and Three Hundred Dollars (\$300) for a two-person job, plus any additional cost for parts and materials. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of Two Hundred Seventy Five Dollars (\$275) for a one-person job and Three Hundred Dollars (\$300) for a two-person job. Types of door components are: Overhead doors, garage doors, locks, latches & motors.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before Tuesday, December 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement by both parties this agreement may be extended for one year.

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

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

Article 4. Compensation The Department shall pay Consultant for all fees and expenses in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) for services and Eight hundred Dollars (\$800) for materials and supplies. Consultant shall submit an invoice to the Department upon the completion of Services described in Article 1. The invoice shall be sent to: Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Consultant shall perform the Services as needed.

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$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. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, **Attn: Barb Dunbar, 401 N. Morton Suite 250, Bloomington, IN 47402. Consultant: Big Dipper Building Services, LLC (Overhead Door) Bloomington, Indiana 47402.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Big Dipper Building Services LLC (Overhead Door)

Philippa M. Guthrie, Corporation Counsel

Matt Whitney, General Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 General Mgr. of Big Dipper Building Services LLC (Overhead Door).
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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission #: _____

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 _____, 2018.

Big Dipper Building Services LLC (Overhead Door)

By: _____
Printed Name

Signature

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission #: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND BRUCE'S WELDING

This Agreement, entered into on this 18th day of December, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bruce's Welding ("Contractor").

Article 1. Scope of Services Contractor will perform welding repairs to equipment at City park properties and facilities ("Services"). Provision of services at an hourly rate of Fifty Dollars (\$50.00) when equipment is brought to Contractor's shop and an hourly rate of One Hundred Dollars (\$100) when the vendor must travel to site where equipment is located. In the event the Contractor travels to site where equipment is located, there will be a minimum charge of Two Hundred Ninety-Five Dollars (\$295).

Contractor shall provide the Services for facilities for a set price per hour. Contractor shall charge the same rate for afterhours Services. The Department will give notice to Contractor at least two (2) working days on repair, except in the instance repairs require more immediate action.

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 Tuesday, December 31, 2019, 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. Upon agreement by both parties this agreement may be extended for one year.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Hundred Dollars (\$800). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar 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 as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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.

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

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

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

Department: City of Bloomington Parks and Recreation, **Attn: Barb Dunbar, 401 N. Morton Suite 250, Bloomington, IN 47402. Contractor: Bruce's Welding 1308 W. Fountain Dr., 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

BRUCE'S WELDING

Philippa M. Guthrie, Corporation Counsel

Jake Glasgow, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 owner of Bruce's Welding.
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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission#: _____

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 _____, 2018.

Bruce's Welding

By: _____
Printed Name

Signature

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission# _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND CASSADY ELECTRICAL CONTRACTOR's, INC

This Agreement, entered into on this ____ day of December, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Cassady Electrical Contractor ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities ("Services"). Contractor shall provide the Services: for a set price per hour Monday-Friday 7:00am to 6:00pm. Provision of services will be at an hourly rate of Seventy Dollars (\$70.00) for a one-person job and One Hundred Twenty Dollars (\$120) for a two-person job, plus materials. For service on Saturday the hourly rate shall be One Hundred Five Dollars (\$105) for a one-person job, plus any additional cost for parts and materials and on Sunday One Hundred Forty Dollars (\$140) for a one-person job, plus any additional cost for parts and materials. Parks Department would give Contractor at least two (2) working days' notice on normal repairs. Types of lighting components are: LED pole lighting, HID pole lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contractors. Contractor may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. Contractor may charge Bucket Fee of Fifty (\$50.00) per hour (PTO time only)

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 Tuesday, December 31, 2019, 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. Upon agreement by both parties this agreement can be extended for one year.

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 and Ninety-nine Dollars (\$4,999) for service, materials/supplies. Contractor shall submit an invoice to the Department upon the completion of Services described in Article 1. The invoice shall be sent to: Barb Dunbar, 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 as needed.

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

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

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

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

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

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

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.

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

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

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

Department: City of Bloomington Parks and Recreation, **Attn: Barb Dunbar, 401 N. Morton Suite 250, Bloomington, IN 47402. Contractor:** Cassady Electric PO Box 53, Ellettsville, Indiana 47429. 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.

Philippa M. Guthrie, Corporation Counsel

Mae Cassady, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 Owner of Cassady Electrical Contractor's, Inc.
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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission #: _____

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 _____, 2018.

Cassady Electrical Contractor's, Inc

By: _____
Printed Name

Signature

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission #: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND HARRELL FISH, INC. (H.F.I.)

This Agreement, entered into on this _____ day of December, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Harrell Fish, Inc. (H.F.I.). ("Contractor").

Article 1. Scope of Services Contractor shall repair, adjust, and/or replace heating, ventilation and cooling components on an as needed basis at City Parks and facilities (the "Services"). Provision of services at an hourly rate of Seventy Eight Dollars (\$78), plus materials. Contractor will repair, adjust, and/or replace heating, ventilation and cooling components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of Ninety Three Dollars (\$93), plus any additional cost for parts and materials. Parks Department would give contractors at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of Ninety Three Dollars (\$93). Holiday Call-out/Double Time hourly rate will be One Hundred Fourteen Dollars (\$114). Types of HVAX components are: blower motors, thermostats, gas valves, filters and control boards. 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 Tuesday, December 31, 2019, 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 - Operations or Hsiung Marler - Sports or Daren Eads - Twin Lakes 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. Upon agreement by both parties, this agreement can be extended for one additional year.

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 (\$4,999). Contractor shall submit an invoice to the Department upon the completion of Services described in Article 1. The invoice shall be sent to: Barb Dunbar - Operations or Hsiung Marler - Sports or Daren Eads - Twin Lakes, 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 as needed.

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

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

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

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

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

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

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.

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Barb Dunbar - Operations or Hsiung Marler – Sports or Daren Eads – Twin Lakes, 401 N. Morton Suite 250, Bloomington, IN 47402. **Contractor:** Harrell Fish, Inc., PO Box 1998, 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 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. (H.F.I.)

Philippa M. Guthrie, Corporation Counsel

Michael Hupp, Service Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 Service Manager of Harrell Fish, Inc. (H.F.I.).
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 _____, 2018.

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 _____, 2018.

Harrell Fish, Inc. (H.F.I.)

By: _____
Printed Name

Signature

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission #: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND J&S LOCKSMITH SHOP, INC.

This Agreement, entered into on this _____ day of December, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and J&S Locksmith Shop, Inc. ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace door locks at City park properties and facilities ("Services").

Provision of services: All service calls will be charged a Trip Charge of Forty Dollars (\$40.00) for in town service. Any location outside Bloomington will incur an extra \$1.50 per mile. An hourly rate of Seventy-Five Dollars (\$75.00) will apply when the service call requires more than one hour of labor. Contractor shall provide the Services: for a set price per hour Monday-Saturday 8:00am to 5:30pm. Parks Department would give Contractor at least two (2) working days' notice on normal repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of one and one-half times the regular rate plus the Trip Charge of Forty Dollars (\$40.00), plus parts and materials. Locksmith labor for electronics and safes will be at an hourly rate of One Hundred Dollars (\$100). Service work of this type will more times than not be of an emergency nature and will require immediate action from the service provider. Types of lock components are: key, lock cores, deadbolts and door locks.

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 Tuesday, December 31, 2019, 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. Upon agreement by both parties.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Hundred Dollars (\$500.00) for service and Two Hundred Dollars (\$200.00) for materials/supplies. Contractor shall submit an invoice to the Department upon the completion of Services described in Article 1. The invoice shall be sent to: Barb Dunbar, 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 as needed.

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

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

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

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

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

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

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.

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Barb Dunbar, 401 N. Morton Suite 250, Bloomington, IN 47402. **Contractor:** J&S Locksmith Shop, Inc., 508 W. 17th St. 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 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

J&S Locksmith Shop, Inc.

Philippa M. Guthrie, Corporation Counsel

Scott Roberts, Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 Manager of J & S Locksmith Shop, Inc.
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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission #: _____

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 _____, 2018.

J&S Locksmith Shop, Inc.

By: _____
Printed Name

Signature

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 _____, 2018.

_____ My Commission Expires: _____ Commission #: _____

_____ County of Residence: _____
Printed Name of Notary Public

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PROFESSIONAL CONTRACTING, LLC (STEVE'S ROOFING)

This Agreement, entered into on this 18th day of December, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Professional Contracting, LLC (Steve's Roofing) ("Contractor").

Article 1. Scope of Services Contractor will perform roof, gutter, soffit or metal siding work at City park properties and facilities, not to include complete roofing projects ("Services"). Provision of services at an hourly rate of Ninety Eight Dollars (\$98.00) for a one-person job and hourly rate of One Hundred Fifty Six Dollars (\$156) for a two-person job, plus materials. Contractor shall provide the Services: for a set price per hour Monday-Friday 7:00am to 4:00pm and all other times for an afterhours price of One Hundred Forty Seven Dollars (\$147) for a one-person job and hourly rate of Two Hundred and Thirty Four (\$234) for a two-person job, plus any additional cost for parts and materials. Parks Department would give Contractor contractors at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency rate will be One Hundred and Forty Seven Dollars (\$147) for a one-person job and Two Hundred and Thirty Four Dollars for a two-person job plus any additional cost for parts and materials. Contractor may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs.

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 Tuesday, December 31, 2019, 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. Upon agreement by both parties, this agreement can be extended for one year.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand Dollars (\$2,000.00) for labor and Two Thousand Dollars (\$2,000) for materials. Contractor shall submit an invoice to the Department upon the completion of Services described in Article 1. The invoice shall be sent to: Barb Dunbar, 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 as needed.

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

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

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

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

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

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

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.

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

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

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

Department: City of Bloomington Parks and Recreation, **Attn: Barb Dunbar, 401 N. Morton Suite 250, Bloomington, IN 47402.** **Contractor:** Professional Contracting, LLC, 5108 S. Commercial St., Bloomington, Indiana 47429. 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

Professional Contracting, LLC (Steve's Roofing)

Philippa M. Guthrie, Corporation Counsel

George Schermer, President

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 President of Professional Contracting, LLC.
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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission #: _____

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 _____, 2018.

Professional Contracting, LLC (Steve's Roofing)

By: _____
Printed Name

Signature

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission #: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND Woods Electrical Contractor's, Inc.

This Agreement, entered into on this _____ day of December, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Woods Electrical Contractor ("Contractor").

Article 1. Scope of Services Contractor shall repair, adjust, and/or replace lighting and electrical components at City park properties and facilities ("Services") for a set price per hour Monday-Friday 7:00am to 6:00pm for an hourly rate of Sixty Five Dollars (\$65.00) plus materials and all other times for an afterhours price of Ninety Seven Dollars and Fifty Cents (\$97.50). Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency rate of Ninety Seven Dollars and Fifty Cents (\$97.50). Types of lighting components are: LED pole lighting, HID pole lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contractors. Contractor may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. Contractor may charge the Parks Department a Bucket Truck Fee of Fifty Dollars (\$50.00) per day.

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 Tuesday, December 31, 2019, 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 – Operations/Chelsea Price and/or Don Foddrill – Pools, Daren Eads - Twin Lakes,, 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. Upon agreement by both parties, agreement can be extended for one year.

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, (\$4,999.00). Contractor shall submit an invoice to the Department upon the completion of Services described in Article 1. The invoice shall be sent to: Barb Dunbar– if Operations Division and John Turnbull if Sports Division to Bloomington Parks and Recreation Dept. 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may also be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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.

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

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

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

Department: City of Bloomington Parks and Recreation, **Attn: Barb Dunbar– Operations/Chelsea Price and/or Don Foddrill – Pools, 401 N. Morton Suite 250, Bloomington, IN 47402. Contractor: Woods Electric 4180 N. Starnes Rd., Bloomington, Indiana 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

Woods Electrical Contractors, Inc.

Philippa M. Guthrie, Corporation Counsel

Roger Woods, President

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 President of Woods Electrical Contractor's, Inc.
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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission #: _____

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 _____, 2018.

Woods Electrical Contractor

By: _____
Printed Name

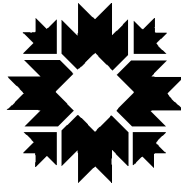
Signature

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission #: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-6
Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: December 4, 2018
SUBJECT: REVIEW/APPROVAL OF FOUR (4) SERVICE AGREEMENTS

Recommendation

Staff recommends the review/approval of four service agreements for the Operations Division. The service agreements are with the following two consultants.

1. Izzy's Rentals (The Stables Events, LLC) – consultant will provide service only at (5) locations and rental and service at (2) locations.
2. Monroe Tuff-jon – consultant will provide rental & service at (2) locations and service only at Griffy Lake Nature Preserve.

Background

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

RESPECTFULLY SUBMITTED,


Operations Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND IZZY'S RENTAL

This Agreement, entered into on this _____ day of December, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Izzy's Rental ("Contractor").

Article 1. Scope of Services Contractor shall provide cleaning/pumping services for portable toilets owned by the Department at various locations for Bloomington Parks and Recreation Department ("Services"). Service of toilets are priced as follows:

Winslow Woods Park location, April through September for a cost of Forty Dollars (\$40.00) per week, for twice a week cleaning/pumping services. Winslow Woods Park location, October through March for a cost of Twenty Dollars per week, for once a week cleaning/pumping services. Upper Cascades Park, (Lions Den) and Clear Creek Trail, (Tapp Rd. and That Rd. Trailhead) locations May through September for a cost of Forty Dollars (\$40.00) per week, for twice a week cleaning/pumping services. Upper Cascades Park, (Lions Den) and Clear Creek Trail, (Tapp Rd. and That Rd. Trailhead) locations October through April at a cost of Twenty Dollars (\$20.00) per week, for once a week cleaning/pumping services. Wapehani MBP location from December through February for a cost of Twenty Dollars per month, for once a month cleaning/pumping service. Wapehani MBP location from March through November for a cost of Twenty Dollars per week, for once a week cleaning/pumping service. Any additional cleaning/pumping services will be a cost of \$20.00 per service/per unit.

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, 2019, 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. Upon agreement by both parties, this agreement can be extended for one year.

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 and Ninety-nine Dollars (\$4,999). 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, 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 ("Schedule"):

Winslow Park location will be serviced twice per week from April through September and once per week from October through March. Upper Cascades, (Lions Den) and Clear Creek Trail, (Tapp & That Rd Trailhead) locations will be serviced twice per week from May through September and once per week from October through April. Wapehani MBP location will be serviced once per month from December through February and once per week from March through November. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Izzy's Rental 99015 S Gore Rd. Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

IZZY'S RENTAL

Kevin Kerr, Co-owner

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission Number: _____

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 _____, 2018.

Izzy's Rental

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission Number: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND IZZY's RENTAL

This Agreement, entered into on this ____ day of December, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Izzy's Rental ("Contractor").

Article 1. Scope of Services Contractor shall provide rental/cleaning/pumping services of portable toilets at various locations for Bloomington Parks and Recreation Department ("Services"). Rental/cleaning/pumping services of toilets are priced as follows: Dog Park location, January through December for a cost of Twenty Six Dollars Twenty and Five Cents (\$26.25) per week, to include rental/cleaning/pumping services once per week. Clear Creek Trail (Church Lane Trailhead) location May through September for a cost of Forty Six Dollars and Twenty Five Cents (\$46.25) per week, to include rental/cleaning/pumping services twice per week. Clear Creek Trail, (Church Lane Trailhead) location October through April for a cost of Twenty Six Dollars and Twenty Five Cents (\$26.25) per week, to include rental/cleaning/pumping services once per week. Any additional cleaning/pumping services will be a cost of \$20.00 per service/per unit.

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, 2019, 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 necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Five Hundred Dollars, (\$4,500). 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, 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: Dog Park will be serviced one time per week from January through December. Clear Creek Trail, (Church Lane Trailhead) will be serviced twice per week from May through September and once per week from October through April ("Schedule"). The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers,

employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. **Contractor: Izzy's Rental 99015 S Gore Rd. Bloomington, IN 47403.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

IZZY'S RENTAL

Philippa M. Guthrie, Corporation Counsel

Kevin Kerr, Co-owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission Number: _____

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 _____, 2018.

Izzy's Rental

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission Number: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND MONROE TUFF-JON

This Agreement, entered into on this ____ day of December 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Monroe Tuff-Jon ("Contractor").

Article 1. Scope of Services Contractor shall provide pumping/cleaning of two pit toilets at Griffy Lake Nature Preserve for Bloomington Parks and Recreation Department ("Services"). Cleaning/Pumping of toilets are priced as follows:

April thru October for a cost of Twenty Five Dollars (\$25.00) per toilet twice monthly to include cleaning/pumping service. Any additional cleaning/pumping services will be at a cost of \$25 per service per unit.

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, 2019, 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 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 One Hundred Dollars (\$1,100.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Elizabeth Tompkins, 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 ("Schedule"): Griffy Lake Nature Preserve will be serviced twice monthly from April thru October, unless otherwise directed by the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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: Elizabeth Tompkins, Project Manager, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Monroe Tuff-jon. 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

Philippa M. Guthrie, Corporation Counsel

MONROE TUFF-JON

Bill Chasteen, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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 _____, 2018.

Monroe Tuff-jon

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission Number: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND MONROE TUFF- JON

This Agreement, entered into on this ____ day of December 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Monroe Tuff-jon ("Contractor").

Article 1. Scope of Services Contractor shall provide rental, pumping and cleaning of portable toilets at various locations for Bloomington Parks and Recreation Department ("Services"). Rental of toilets are priced as follows:

Upper Cascades Skate Park location, January thru December for a cost of Twenty Two Dollars and Fifty Cents (\$22.50) per week, to include rental/cleaning/pumping services once per week. Bryan Park location, May thru September for a cost of Forty Five Dollars (\$45.00) per week, to include rental/cleaning/pumping services twice per week. Bryan Park location, October thru April for a cost of Twenty Two Dollars and Fifty Cents (\$22.50) per week, to include rental/cleaning/pumping services once per week. Any additional cleaning/pumping services will be a cost of \$15.00 per service/per unit.

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, 2019, 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 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 Dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, 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.

Upper Cascades Skate Park will be serviced one time per week from January through December. Bryan Park will be serviced twice weekly from May through September and once per week October through April, unless otherwise directed by the Department.

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued

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

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

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

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

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

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

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

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

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: BsrB Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. **Contractor: Monroe Tuff-jon.** 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

MONROE TUFF-JON

Philippa M. Guthrie, Corporation Counsel

Bill Chasteen, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission Number: _____

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 _____, 2018.

Monroe Tuff-jon

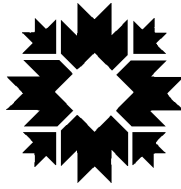
By: _____

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____ Commission Number: _____

Printed Name of Notary Public County of Residence: _____



**CITY OF BLOOMINGTON
parks and recreation**

STAFF REPORT

Agenda Item: C-7
Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Marcia Veldman, Program Coordinator
DATE: December 10, 2018
SUBJECT: FARM VENDOR CONTRACT AND EXHIBITS

Recommendation

Staff recommends for approval the farm vendor contract and exhibits for the 2019 Farmers' Market season.

Background

In 2018 the City contracted with 125 farm vendors for the Bloomington Community Farmers' Market. Only minor changes were made to the contract for 2019. Exhibit E is new to address the fact that the State Egg Board only regulates shell eggs from chickens. Since eggs are a potentially hazardous food, eggs not regulated by the State Egg Board need oversight from the Monroe County Health Department.

The Contract and Exhibits have been approved by Legal.

RESPECTFULLY SUBMITTED,

Marcia Veldman
Program Coordinator

Attachments: 2019 Farm Vendor Contract and Exhibits

2019 BLOOMINGTON COMMUNITY FARMERS' MARKET FARM VENDOR CONTRACT

In consideration for the privilege to participate in the 2019 Bloomington Community Farmers' Market ("Market"), the City of Bloomington ("City"), and the undersigned Vendor(s) ("Vendor") agree to the following:

1. ADMINISTRATION

The Market is administered by the Parks and Recreation Department of the City following this contract and the Bloomington Community Farmers' Market Farm Vendor Handbook. The City selects and approves of Vendors, sets fees and determines Market policies and criteria for eligibility. The criteria of eligibility it considers while reviewing applications are: that the Vendor produces goods in compliance with the Farm Vendor Handbook guidelines for the categories of goods the Vendor offers for sale; that the Vendor has had a positive history with the Market without prior contract violations; that the Vendor's products complement the product balance at the Market, that the Vendor is committed to the general mission of the Market; and that it is generally in the best interest of the Market, the public and the City to select the Vendor for the Market. The Market Manager and Master review applications and have the discretion to select Vendors who meet the criteria of eligibility and whose product matches the City's mission for the Farmers' Market closest. Both also oversee the Market and have authority to assign vending space, settle disputes and disqualify or terminate vendors for violations of regulations.

2. ELIGIBILITY OF VENDORS

Following are definitions used, in part, to determine an individual's eligibility to vend at the Market:

"Producer" is a person who is consistently involved with and participates substantially in the production, including aspects like planting, cultivating, harvesting, and raising, of permitted goods sold pursuant to this contract.

"Primary Vendor" is a person who is a producer, is the person who owns, leases, rents or otherwise controls the land on which goods sold pursuant to this contract are raised and is the person who controls points for the Vendors on this contract. The designation of "Primary Vendor" is determined by the vendor name listed first on this contract.

"Vendor" is a person who is a producer or immediate family of the Primary Vendor, as defined in this contract, and has signed this contract.

"Immediate Family" is defined in this contract to be a parent, child, spouse or domestic partner of the Primary Vendor.

"Stand Assistant" is a person who assists the Vendor at Market, but does not fulfill the definition of Vendor set forth in this contract. Stand Assistants must be accompanied by a Vendor under this contract in each and every distinct stand rented by the Vendor at a given Market. Stand Assistants cannot earn points for selling at Market.

Only individuals who are named as Vendors or Stand Assistants in this contract may sell at the Market. A Vendor and Stand Assistant working with that Vendor may sell only goods produced on land controlled by Primary Vendor or on land which the Primary Vendor's immediate family is a producer. A Vendor may be party to only one Market contract and may have only limited financial interest in any other Market contract.

"Innovative Farm Arrangement" is a farm arrangement that does not fit within the above established definitions of producer, primary vendor and/or vendor, but is determined to be within the scope and mission of the Market at the discretion of the Market Manager and Master based, in part, on information provided in the Innovative Farm Arrangement application.

The Vendor agrees to abide by all applicable federal, state and local laws and ordinances, and agrees that the violation by the Vendor of such a law or ordinance may be deemed by the City to be a material breach of this contract.

3. OBLIGATION TO COMPLY WITH MARKET HANDBOOK AND APPLICATION

The 2019 Farm Vendor Handbook is incorporated herein by reference and is a part of this contract as fully as if it had been set forth herein. The 2019 Application completed by the selected and approved Vendor and the Exhibit for Value Added Foods (Exhibit A), Pet Foods (Exhibit B), Home Based Vendor Foods (Exhibit C), Aquaculture Foods (Exhibit D) and/or Shell Egg (Exhibit E) if applicable, are

incorporated herein by reference and are a part of this contract as fully as if they had been set forth herein. The 2019 Innovative Farm Arrangement Application completed by the selected and approved Vendor is incorporated herein by reference and is a part of this contract as fully as if it had been set forth herein.

4. APPLICATION/AGREEMENT TO SELL

The Vendor must have completed in full and signed this contract or be named in this contract and have authorized another person to sign on his/her behalf and have paid all applicable rental fees by the deadline below before Vendor is allowed to sell any goods. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 along with the Application by **Monday, March 18, 2019** or if the Vendor is reserving a space, at the time of the space reservation meeting on **Monday, February 25, 2019**. Innovative Farm Arrangement applications are due to the same office by **Monday, February 4, 2019**. In the event a Vendor does not have a signed contract on file by date set forth, it is in the discretion of the Market Master and/or Market Manager to determine the Vendor's eligibility to sell. Points will not be awarded until the Vendor has submitted a signed contract and a complete and approved application.

5. GIFT CERTIFICATE PROGRAM/SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM PARTICIPATION

Vendors are encouraged to participate in the Farmers' Market Gift Certificate Program/Supplemental Nutrition Assistance Program (GCP/SNAP) organized by the City. Basic information on the GCP/SNAP is included on pages 15 and 16 of the Farm Vendor Handbook with more detailed information in the GCP/SNAP Farmer/Prepared Food Vendor Training Guide available from Market staff.

The primary vendor must indicate on the last page of this contract whether or not he/she is participating in the (GCP/SNAP).

If the Vendor chooses to participate in the GCP/SNAP and is participating for the first time, Market staff will contact the Vendor to provide him/her with a GCP/SNAP Farmer/Prepared Food Vendor Training Guide and the City Vendor and EFT form to complete. If the Vendor has participated in the GCP/SNAP in previous years and accepted EFT payment, no further paperwork is necessary. If the Vendor chooses to participate in the GCP/SNAP, the Vendor agrees to attend a training or read the GCP/SNAP Farmer/Prepared Food Vendor Training Guide and abide by the rules established in the Training Guide. The Vendor understands he/she is responsible for Gift Certificates/Market Bucks from the time the Vendor receives them as payment until the time they are turned in for redemption.

6. CITY'S REMEDIES FOR BREACH; APPEAL

a) Violation of any material provision of this Contract or the Farm Vendor Handbook is a material breach and considered default by the Vendor. Upon notice by the City to the Vendor of the occurrence of a breach or default during Market hours, and the Vendor's failure to correct the breach within a reasonable time at the Market, the Vendor agrees to remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate may not only subject the Vendor to immediate termination of this Contract, but may also subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass.

b) If the City has reason to believe that a Vendor did not produce the goods he/she is selling at the Market, or that other conditions exist that may constitute a violation of this Contract or adversely impact the health or safety of Market patrons or City employees, the City reserves the right to conduct an investigation which may include an unannounced inspection at the Vendor's property. The undersigned Vendor hereby authorizes the City to conduct such investigation and inspection. The Vendor also agrees to provide the City such opportunities as it deems necessary to view and obtain copies of the Vendor's records related to the goods sold at Market. If the City determines, after investigation, that there is a reasonable likelihood that the Vendor did not produce the goods he/she offered for sale at the Market or has otherwise violated this Contract, the City may, in its sole discretion, declare a material breach.

c) Upon occurrence of a material breach of this Contract, the City reserves the right to declare this Contract terminated, by so stating in a written notice to the Vendor, and to retain, as liquidated damages and not as a penalty, any rental fees prepaid by the Vendor.

d) The City has the right to make regulations regarding the Market and determine whether Vendors are in compliance with its regulations. Vendors who are dissatisfied with a City decision to terminate a contract may appeal it in writing to the Advisory Council within ten days of receipt of notice of the decision, and may appeal the Advisory Council's decision in writing to the Board of Park Commissioners

within ten days of receipt of the Advisory Council decision. The decision of the Board of Park Commissioners is final.

7. LAW AND VENUE

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

8. COVENANT NOT TO SUE

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

9. 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.

10. LIABILITY AND INDEMNIFICATION

The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. The Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas and other weather protection devices. The Vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge the City of Bloomington, Indiana, its employees, agents and officers, and the members of the Farmers' Market Advisory Council, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses, including reasonable attorney fees and court costs, which may occur as a result of the Vendor's 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 Farmers' Market Advisory Council.

11. NOTICES

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

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

Primary Vendor - Initial one:

Vendor chooses to participate in the GCP/SNAP and agrees to abide by the rules set forth in the Training Guide _____

Vendor chooses NOT to participate in the GCP/SNAP _____

This Contract is effective upon signature by Vendors and the Corporation Counsel and is valid only for the 2019 Market Season, terminating at the close of the Market on November 30, 2019.

_____ Primary Vendor's Printed Name	_____ Primary Vendor's Signature Market Registrant	_____ Date
_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
_____ Vendor's Printed Name	_____ Signature of parent or guardian if Vendor is age 18 or younger	_____ Date
_____ Philippa M. Guthrie, Corporation Counsel	_____ Date	
_____ Kathleen Mills, President Board of Park Commissioners	_____ Date	
_____ Paula McDevitt, Parks Administrator	_____ Date	

2019 Bloomington Community Farmers' Market Contract
Value Added Foods Exhibit
(Exhibit A)

As additional consideration for the privilege to participate in the 2019 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Value Added Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2019 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Value Added Foods" are processed farm products made from raw ingredients in a licensed kitchen by the Vendor or, if required by law, at a processing facility containing a significant portion of Vendor-grown/raised/collected product, the specifics of which are detailed by category below (See Section III. 7.)
- II. Products from animals administered growth hormones, including but not limited to rBGH, may not be sold at Market.
- III. An initialed Value Added Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Value Added Foods at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
 2. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department (except for wine (see Section III. 7. E.)), without which the Contract and this Exhibit are not valid.
 3. The Vendor must prepare foods from scratch in a licensed facility (except meats (see Section III. 7. D.)).
 4. The Vendor must properly label goods for sale according to the regulatory body overseeing the Value Added Food items, including, but not limited to name of product, location of preparation, contents, net weight and date of processing.
 5. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.
 6. The Vendor must be in compliance with all applicable federal and state laws.
 7. Product meets the following additional requirements by type and category:
 - A. **Standard Value Added Foods (products like salsas, relishes, ciders, jams, jellies, etc.)**
 - a. All product that can be reasonably Vendor-grown/raised/collected must be.
 - b. The final product may contain up to 50% product by volume (excluding water) that is not Vendor-grown/raised/collected.
 - B. **Manufactured Grade Dairy Products**
 - a. All animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
 - b. The Vendor must process his or her own dairy products.
 - c. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.
 - d. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.

- e. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a manufactured grade milk and/or milk processor, prior to this Exhibit and the Contract being considered valid and prior to selling at Market.

C. Grade A Milk and/or Milk Products

- a. Some of the animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
- b. The Vendor must process his or her own dairy products.
- c. Any milk purchased for dairy products sold at Market must be sourced from Indiana dairies.
- d. The Vendor must produce at least as much milk from the Vendor's animals to equal the amount of liquid milk in dairy products sold at Market during the period of time the Vendor sells at Market.
- e. The Vendor must provide, prior to Vendor's Contract and this Exhibit being considered valid and for approval by the Market Manager, all sample documentation necessary regarding how records will be kept for on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources of purchased milk by **March 1, 2019**.
- f. The Vendor must maintain records and provide documentation to the Market Manager by **August 15, 2019** and again by **December 13, 2019** regarding on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources and volume of purchased milk.
- g. The Vendor utilizing milk from animals he/she did not raise must post a legible sign stating, "The milk in this dairy product is sourced from other Indiana dairies in addition to (name of farm's) own milk."
- h. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.
- i. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
- j. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a Grade A milk and/or milk products processor, without which the Vendor's Contract and this Exhibit are not valid.

D. Fresh/Frozen/Preserved Beef, Pork, Rabbit, Goat, Poultry, Lamb or Other Meats

- a. The Vendor must have grown, bred or raised all animals from which meat is sold at the Market.
- b. All animals must have been in the Vendor's immediate custody, care and control for at least 50% of the live weight or for twelve months at slaughter.
- c. Only product that has been prepared in a licensed, state-inspected facility may be sold at the Market. Preparation includes slaughter, packaging, labeling and preserving. The product must have a "safe food handling" label on the package and be sold in the unaltered package it was placed in at the processing facility. Processing plant receipts may be requested for verification of producership.

- d. The final product may contain up to 20% product by volume (excluding water) that is not vendor-grown/raised/collected.
- e. The Vendor must maintain the product continuously in frozen/preserved condition or, if product is fresh, maintain continuously at a temperature of 41 degrees Fahrenheit or less, from the time it leaves the processing facility until it is sold at the Market.
- f. Poultry and rabbit slaughtered on farm and frozen may be sold under Home Based Vendor Foods Exhibit provided Vendor is in compliance with all terms outlined in said Exhibit.

E. Wine

- a. The vendor must raise all fruit used in producing the wine.
- b. Only closed container sales are permitted, no sampling or sales by the glass.
- c. The Vendor must abide by all state and federal alcohol sales rules, including no sales to minors.
- d. The Vendor must obtain and provide the City with a current copy of the Indiana Farm Winery license, without which the Vendor's Contract and this Exhibit are not valid.

IV. The Vendor may be required to submit recipes for the Value Added Foods to the Market Manager for verification that they meet the specified requirements.

V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Value Added Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, 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 Farmers' Market Advisory Council.

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

VII. This Exhibit is effective upon signature of the contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the **2019** Market Season, terminating at the close of the Market on **November 30, 2019**.

List all products intended to be sold under this Value Added Foods Exhibit:

If selling Standard Value Added Foods, list name and location of licensed kitchen:

If selling Manufactured Grade or Grade A Milk Products, list name and location of processing facility if different from the primary vendor’s address:

If selling Meat, list name and location of processor:

Attach copies of all appropriate paperwork.

- ☐ Manufactured Grade Milk and/or Milk Products Processor Permit.
- ☐ Grade A Milk and/or Milk Products Processor Permit.
- ☐ Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- ☐ Indiana Farm Wineries license from the Indiana Alcohol and Tobacco Commission
- ☐ Additional Attachments - Please Specify_____

Primary Vendor’s Printed Name

2019 Bloomington Community Farmers' Market Contract
Pet Foods Exhibit
(Exhibit B)

As additional consideration for the privilege to participate in the **2019** Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Pet Foods Exhibit ("Exhibit"), which is made part of and incorporated into the **2019** Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I.** "Pet Foods" means products that contain at least 90% vendor-grown/raised/collected product and are processed or prepared by the Vendor from the original condition.
- II.** The Vendor must have grown/raised all animals from which pet food products are obtained. Products from animals administered growth hormones, including but not limited to rBGH, may not be sold at the Market.
- III.** A signed Pet Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell pet food at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract.
 2. Vendor obtains and retains, during the term of this Contract and Exhibit, an Indiana Commercial Feed License from the State Chemist (<http://www.isco.purdue.edu>) in compliance with Ind. Code 15-19-7, the Indiana Commercial Feed Law, a copy of which is attached hereto and incorporated herein by reference, and without which the Vendor's Contract with the City and this Exhibit are not valid.
 3. Product must be labeled with a label approved by the State Chemist in compliance with Indiana Code 15-19-7-26 and 27, and include but not limited to the following information: species of pet for which the food is intended, net weight, guaranteed analysis, ingredient statement, moisture content and name and address of manufacturer. A sample copy of which is attached to this Exhibit and incorporated herein by reference and without which the Vendor's Contract with the City and this Exhibit are not valid.
 4. **If the Vendor intends to sell dairy products as pet foods, the following additional requirements must be met:**
 - A. The Vendor must have grown, bred or raised all animals from which dairy products are sold at the Market.
 - B. All animals must have been in the Vendor's immediate custody, care and control.
 - C. The Vendor must process his or her own dairy products.
 - D. The Vendor must prominently include on the label "Not Intended for Human Consumption."
 5. **If the Vendor intends to sell frozen or preserved beef, bison, elk, goat, lamb, pork, poultry, rabbit or other meats at the Market as pet foods, the Vendor must comply with the above-stated standards and initial each page of the Value Added Foods Exhibit and meet all the criteria laid out therein.**
- IV.** The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Pet Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- V.** The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or

compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VI. This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the **2019** Market Season, terminating at the close of the Market on **November 30, 2019**.

Please attach copies of all appropriate paperwork.

- ☐ Indiana Commercial Feed License.
- ☐ Sample of Labels.
- ☐ Additional Attachments - Please Specify_____

Primary Vendor’s Printed Name

2019 Bloomington Community Farmers' Market Contract
Home Based Vendor Foods Exhibit
(Exhibit C)

As additional consideration for the privilege to participate in the 2019 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Home Based Vendor Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2019 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I.** "Home Based Vendor Foods" means non-potentially hazardous food products and frozen poultry and rabbit slaughtered on the farm that contain 100% vendor-grown/raised/collected product (except in the case of jams and jellies (see Section III. 2.) and fermented food (see Section III. 9.d.)) and are processed or prepared by the Vendor at his/her primary residence, or on property owned or leased by the vendor.
- II.** Vendor selling Home Based Vendor Foods is responsible for ensuring all products are "non-potentially hazardous food" and may be required to have an analysis completed to determine if a product in question is indeed a "non-potentially hazardous food" and provide a written report of said analysis.
- III.** The following products are permitted for sale at the Market as Home Based Vendor Foods:
 1. Frozen/dehydrated fruits, vegetables, cultivated mushrooms and herbs
 2. Jams and jellies, canned or frozen, made from acidic fruits (sweeteners and gelling compounds may be added)
 3. Maple syrup
 4. Honey
 5. Sorghum
 6. Ground grains
 7. Vinegar
 8. Spices
 9. Fermented Foods, as long as the following requirements are met:
 - a. Vendor must use an appropriate percentage salt brine for the produce being fermented.
 - b. No acid may be added.
 - c. Product may not be hermetically sealed.
 - d. 95% of product must be vendor raised.
 10. Frozen Poultry, as long as the following requirements are met:
 - a. Vendor slaughters not more than 1,000 poultry during the calendar year.
 - b. Such poultry producer does not engage in buying or selling poultry products other than those produced from poultry raised on his own farm; and
 - c. None of such poultry moves in commerce outside Indiana (it all remains in Indiana after slaughter).
 11. Frozen Rabbit
- IV.** A signed Home Based Vendor Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Home Based Vendor Foods at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and all applicable federal and state laws, including but not limited to Indiana Code 16-42.
 2. All processing and packaging must be done by the Vendor in compliance with Indiana Code 16-42-5-29(b) and pursuant to Indiana Code 16-42-5-29(b) (5) have proper labeling (or sign visibly displayed on table in the case of frozen or dehydrated produce), including the following:
 - A. The name and address of the producer of the food product.
 - B. The common or usual name of the food product.
 - C. The ingredients of the food product, in descending order by predominance of weight.
 - D. The net weight and volume of food product.
 - E. The date on which the food product was processed.
 - F. The following statement in at least 10 point type: "This product is home produced and processed and the production area has not been inspected by the State

Department of Health.” It is permissible for this statement to be displayed on the table next to any Home Based Vendor Foods.

- V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers’ Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Home Based Vendor Foods pursuant to the Vendor’s Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor’s Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor’s Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers’ Market Advisory Council.

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

- VII. This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2019 Market Season, terminating at the close of the Market on November 30, 2019.

List all products intended to be sold under this Home Based Vendor Foods Exhibit:

Primary Vendor’s Printed Name

2019 Bloomington Community Farmers' Market Contract
Aquaculture Foods Exhibit
(Exhibit D)

As additional consideration for the privilege to participate in the 2019 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Aquaculture Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2019 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I.** "Aquaculture Foods" means aquaculture farm products grown/raised by the Vendor for a minimum of eighty (80) days.
- II.** The following products are permitted for sale at the Market as aquaculture foods: fish and shrimp.
- III.** An initialed Aquaculture Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Aquaculture Foods at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and is in compliance with all applicable federal and state laws.
 2. Only aquaculture foods that are raised in a state approved facility are permitted for sale.
 3. Aquaculture foods must be sold unprocessed, fresh and kept at 41 degrees Fahrenheit or below from the time it is harvested until the time they are sold or processed in a licensed kitchen and sold fresh and kept at 41 degrees Fahrenheit or sold frozen.
 4. No water and/or ice that comes into contact with aquaculture foods may be deposited or allowed to drain on Market premises.
 5. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department, which must be attached to this Exhibit, and which are incorporated to this Exhibit by reference, and without which the Exhibit and Contract are not valid.
 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling his/her product at Market.
 7. The Vendor must properly label goods for sale according to the regulatory body overseeing the aquaculture foods, including, but not limited to: name of producer, address of producer, phone number or email of producer, net weight and date of harvest.
- IV.** The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Aquaculture Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- V.** The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VI. This Exhibit is effective upon signature of the Contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2019 Market Season, terminating at the close of the Market on November 30, 2019.

List all products intended to be sold under this Aquaculture Foods Exhibit:

If selling processed fish or shrimp, list name and location of processing facility:

Attach copies of all appropriate paperwork.

- ☐ Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- ☐ Additional Attachments –
Please Specify_____

Primary Vendor’s Printed Name

2019 Bloomington Community Farmers’ Market Contract
Shell Egg (Not from Chickens) Exhibit
(Exhibit E)

As additional consideration for the privilege to participate in the **2019** Bloomington Community Farmers’ Market (“Market”), by initialing each page, the vendor(s) (“Vendor”) agrees to the following Shell Egg (Not from Chickens) Exhibit (“Exhibit”), which is made part of and incorporated into the **2019** Market Contract (“Contract”) between the Vendor and the City of Bloomington (“City”).

- I. An initialed Shell Egg Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell shell eggs (not from chickens) at the Market as long as the following requirements are met:
 - 1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
 - 2. All animals from which the shell eggs are derived must be in the Vendor’s immediate custody, care and control.
 - 3. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
 - 4. The Vendor must maintain shell eggs at 41 degrees Fahrenheit or less.
 - 5. Used egg cartons may only be used if relabeled with Vendor’s name, address, pack date and expiration date.
 - 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.
 - 7. The Vendor must be in compliance with all applicable federal and state laws.
- II. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the Farmers’ Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Shell Eggs pursuant to the Vendor’s Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor’s Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor’s Contract with the City and this Exhibit or by any third party, 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 Farmers' Market Advisory Council.
- III. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.
- IV. This Exhibit is effective upon signature of the contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the **2019** Market Season, terminating at the close of the Market on **November 30, 2019.**

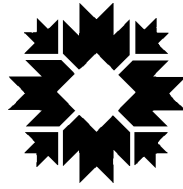
List type of animal from which the shell egg is derived:

Attach copies of all appropriate paperwork.

- ☐ Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.

- ☐ Additional Attachments - Please Specify_____

Primary Vendor’s Printed Name



**CITY OF BLOOMINGTON
parks and recreation**

STAFF REPORT

Agenda Item: C-8
Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Mullin, Community Gardens Specialist
DATE: December 10, 2018
SUBJECT: APPROVAL OF 2019 COMMUNITY GARDEN AGREEMENT

Recommendation

Staff recommends approval of the 2019 Community Garden Agreement.

Background

The purpose of this Agreement is to outline the responsibilities of any person who rents a garden plot at either Community Gardening Program site. No significant changes have been made to the agreement from prior years. In 2018 there were 211 plots available for rent. With a small expansion at Butler Park, we plan to have a minimum of 215 plots available in 2019.

RESPECTFULLY SUBMITTED,

Sarah S. Mullin

Sarah Mullin, Community Gardens Specialist

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

Garden and Plot #(s)--

2019 CITY OF BLOOMINGTON COMMUNITY GARDENING PROGRAM GARDENER AGREEMENT

In order to participate in the 2019 City of Bloomington Parks and Recreation's Community Gardening Program (CGP) at the Willie Streeter Community Gardens at Winslow Woods, 2120 S. Highland Ave., or Butler Park Community Gardens, 812 W. 9th St., the Gardener(s) agree(s) to the following by reading and signing below:

1. REGISTRATION

Returning gardeners in good standing from last season are invited to register from February 4-15, 2019 for the rental of the same plot(s) they gardened in 2018. Beginning February 18, 2019, new gardeners and returning gardeners in good standing who wish to rent plots other than those rented in 2018 may register for garden plots on a first-come, first-served basis. At Butler Park Gardens up to two in-ground garden plot rentals or one raised bed plot rental per gardener will be considered prior to April 1, 2019. At Willie Streeter Gardens, gardeners may elect to rent up to 400 sq. ft. in plots (two large, one large and two small, or four small plots). After April 1, 2019 additional plots may be rented, based on availability. Gardeners register and pay for garden plots in the current season only. Fees are used to offset direct costs of the CGP. No refunds on garden plots will be given unless the space can be assigned to another gardener. No refunds on abandoned garden plots will be given. Any refunds will be subject to a \$10 fee to cover administrative costs.

2. CONTACT INFORMATION AND COMMUNICATION

Contact the CGP staff by email at communitygardens@bloomington.in.gov or by phone at (812) 349-3704, or in-person during posted and scheduled, weekly work days at the gardens. The Garden Beet, the e-newsletter of the CGP, is published monthly, or more often when necessary, and sent via email by CGP staff. This newsletter informs gardeners about issues and events important to gardening with the CGP. Gardeners preferring an alternative method of communication for primary contact must indicate this on the CGP Registration Form. Notification of change of address or other contact information must be given to Parks and Recreation by e-mailing or calling CGP staff or visiting the main office at 401 N. Morton Street, Suite 250, within one week of making such a change.

3. GARDENING SEASON

The 2019 CGP season runs from mid-April through October 31, 2019. Weather and other unforeseen factors may delay the opening of the gardens. Gardeners will be notified via e-mail and signs posted at the gardens if the opening is delayed. Maps showing rented plots with the last name of the gardener will be posted at each site and all garden plot numbers will be marked on a wooden stake located in each plot. Gardeners are responsible for maintaining their plot as soon as the gardens are open for the season or immediately upon rental. By Memorial Day, May 27, 2019, there should be marked progress toward a productive garden. This progress should include: at least half the plot under cultivation; plants established and cared for; path maintenance is carried out; weeds are being managed, etc. (see section 5).

4. TYPES OF PLOTS

Organic Plots vs Conventional Plots - All plots at Butler Park Community Gardens and most of the plots at Willie Streeter are designated as Organic Plots. This means that the gardeners who rent them agree to adhere to organic practices as defined in the CGP document entitled *Cultural Guidelines*, which describes chemical-free gardening practices. Although organic practices are

strongly recommended for use by all gardeners, there are a number of large plots at Willie Streeter Community Gardens designated as Conventional Plots where gardeners may undertake some conventional growing practices, also described in the *Cultural Guidelines* sheet.

Tilled Plots - Some in-ground plots at Willie Streeter Community Gardens are prepared by a one-time tractor rototilling each spring prior to the opening of the gardens. As a result of this tilling, Tilled Plots are mostly ready to garden by the time the gardens open for the season. Some gardeners appreciate renting plots that have this initial preparation done, although some residual plant material may be present after tilling. Success in the Tilled Plots is greater when additional soil cultivation is undertaken by the gardener to prepare for planting. The rental of Tilled Plots includes initial path preparation in the early spring, but on-going path maintenance on the part of the gardener is required (see section 5). Gardeners are able to continue the use of Tilled Plots through October 31, when the CGP gardening season closes, but may be approved to extend the gardening season through the Sunday before Thanksgiving if the gardener demonstrates their plot(s) are maintained/in good-standing and make request of the CGP staff to do so by October 1, 2019.

Season Extension Plots - These organic or conventional plots are not tractor tilled in the spring and cultivation of the soil is entirely up to the gardener. All plots at Butler Park Community Gardens and certain large and small plots and all raised beds at Willie Streeter Community Gardens are considered Season Extension Plots (including all plots in rows A and B, C6-12, D12, E12, F13, G13, H13, I13, J13, K12, K13, L12, L13, M12, N12, all plots in rows EE, FF, GG, HH, II, JJ, KK, or other plots as determined by CGP staff), allowing the option of year-round use.

Gardeners who rent Season Extension plots may use the plot through the end of the gardening season or continue the use of the plot during the off-season, defined as November 1, 2019-mid April, 2020 **or** upon the plot being rented by another gardener on or after February 17, 2020. To be eligible to continue use of a Season Extension plot through the winter, gardeners must demonstrate their preparedness for the colder season by having their crops and plots mulched or cover cropped and maintained in good standing (see section 5) and in full compliance with this Agreement by October 31, 2019. Gardeners may maintain perennial plants and utilize trellises or other hardscaping year-round as long as they meet all the requirements of section 8 below. If a gardener is using a Season Extension plot for use only between mid-April and October 31, their plots must be put to bed by October 31, 2019, the end of the regular season (see section 6).

5. MAINTENANCE

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

Unmaintained/ Abandoned Plots - The garden staff will contact gardeners renting unmaintained plots by email, unless another form of preferred communication is indicated on the garden

application. Those gardeners will be given two weeks from the initial email/communication attempt to comply with all requirements described in this Agreement. If the gardener does not comply by the end of this two-week period, the plot will be considered abandoned and the gardener will give up the privilege to participate in the CGP for the remainder of the 2019 season and the primary gardener may be charged a maintenance fee (\$60-\$120 for each large garden plot and \$30-\$60 for each small garden plot and raised bed). Additionally, any participating gardener who gives their plot under these circumstances will be limited to the rental of one plot in the next season and may not rent that plot until April 1.

6. TURNING IN PLOTS/END OF SEASON

Tilled Plots - Gardeners can finish gardening and turn in their plot to CGP staff at any time. If gardening in a Tilled Plot, this means clearing the plot of all plant material and mulching or cover-cropping the plot in such a way that it requires no further attention until the following season. This must be completed by October 31, unless special permission is given to Tilled Plot gardeners to continue gardening until the Sunday before Thanksgiving. If a gardener sufficiently maintains/clears, and cover crops or mulches their plot such that CGP staff does not need to do anything to the plot for the rest of the season, the gardener will be considered in good standing and may renew the same plot the following year. Gardeners must notify the CGP staff when turning in their plots any time prior to the end of the season, October 31. Any gardener leaving a plot so that CGP staff has to care for it in any way, may be charged a maintenance fee (see above) billed to the primary gardener and may be subject to the same restrictions as for an unmaintained or abandoned plot.

7. GARDEN HOURS

Communal tools are available for use during Garden Hours which are scheduled, posted times every week when staff or a gardener volunteer agrees to oversee the open shed for this purpose. Gardeners interested in hosting regular garden hours should contact the staff. Hosts will receive a key to the shed for personal access throughout the season.

8. TOOLS, TRELLISING AND OTHER MATERIALS

Gardeners are permitted to store tools, watering cans, or other materials they use in the regular maintenance of their plot during the regular gardening season, so long as they are stored within the boundaries of their plot. All items must be stored in a way that does not collect water for a period of time long enough to provide a habitat for mosquitoes. CGP tools will be available for gardeners to use on a first-come, first-served basis during posted Garden Hours when the sheds are open.

Gardeners must clean and return tools to the storage shed in an orderly manner after use. Soil amendments, trellising, stakes, cages and other hardscaping materials are permitted for use during the CGP season, as long as the items are kept within the boundaries of that gardeners plot(s) and are utilized within two weeks of being placed in those plot(s). Tomato cages and other staking is available near the CGP storage shed, at either garden, for interested gardeners to use on a first- come, first-served basis. Carpet may not be used as a weed barrier, or for any purpose, in either garden.

9. COMPOSTING

Non-invasive plant material from garden plots may be composted in the bins provided at each garden. Signs will be posted indicating into which bins materials should be placed. Seeding weeds and diseased plants should be placed in a separate, labeled bin as to not compromise usable compost. All invasive weeds/plants must be promptly removed from the garden premises by the gardener and may not be placed in the compost. Gardeners must not place any materials in the wooded areas at

either garden.

10. WATERING/HOSES

Water spigots are located at each garden site. When using hoses, gardeners must be careful not to damage other garden plots and when finished watering untangle and neatly coil hose on the hose hanger next to spigot.

11. GATES/FENCING

Gardeners must close and latch the gates of the tall deer fenced perimeter when entering and exiting the gardens. Gardeners are not permitted to put up hardscaped fence around individual plots, unless it is set back from the bounds of the plot by at least 12 inches.

12. RESTRICTED AND PROHIBITED PLANTS

In 2015, new plantings of cane fruit (raspberries, blackberries, etc.), grapevines, fruit trees, and other woody perennials were disallowed. Any plots with these species planted in 2014 or prior years, provided the primary gardener remains the same, will be allowed to have these plants if they are maintained and within the bounds of the plot. Also, invasive plants including, but not limited to, *Artemisia vulgaris*/mugwort, wandering mint species, comfrey, and any plant that multiplies in such a way (by seed, rhizome, etc.) as to overtake the plot/soil as a nuisance specimen will not be allowed. The CGP staff will, at their discretion, determine if plants are invasive, or otherwise prohibited by the State of Indiana, and therefore not appropriate for culture in a community gardening setting. Refer to the CGP document entitled *Restricted and Prohibited Plants* for more information.

13. TRASH

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

14. PETS

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

15. THEFT AND DAMAGE

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

16. LIABILITY AND INDEMNIFICATION

The undersigned is an adult Program Participant, or is the parent or legal guardian of a Program Participant. The undersigned hereby states that s/he understands the activities that will take place in this program, and that the Program Participant is physically and mentally able to participate in this program. The undersigned recognizes, as with any activity, there is risk of injury. In the event that the Program Participant sustains an injury in the course of the program, and the City of Bloomington Parks and Recreation Department is unable to contact the appropriate person(s) to obtain consent for treatment, the City of Bloomington Parks and Recreation Department and/or its employees or volunteers are authorized to take reasonable steps to obtain appropriate medical treatment. The Program Participant and/or his/her parent or legal guardian shall be responsible for the cost of such treatment. The undersigned agrees to release, hold harmless, indemnify and defend the City of

Bloomington, the Bloomington Parks and Recreation Department, its employees, agents, and assigns, from any claims including, but not limited to, personal injuries or damage to property caused by or having any relation to the activities covered by this contract, even if arising from the negligence of releasees. It is understood that this release applies to any present or future injuries and that it binds the undersigned, undersigned's spouse, heirs, executors and administrators. The Program Participant may be photographed and videotaped while participating in Parks and Recreation activities, and consent is given for the reproduction of such photos or videos for advertising and publicity.

17. LAW AND VENUE

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

Gardener to sign and return this page with registration form. Garden and Plot #(s)_____

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

_____ Primary Gardener, Printed Name	_____ Primary Gardener, Signature	_____ Date
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_____ Additional Gardener, Printed Name	_____ Additional Gardener, Signature	_____ Date
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_____ Additional Gardener, Printed Name	_____ Additional Gardener, Signature	_____ Date
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_____ Parent or Guardian, Printed Name if gardener is age 17 or younger	_____ Parent or Guardian, Signature	_____ Date
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_____ Philippa M. Guthrie, Corporation Council	_____ Date
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_____ Paula McDevitt, Director	_____ Date
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CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-9

Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: December 10, 2018
SUBJECT: **REVIEW/APPROVAL OF CONSULTANT CONTRACT AGREEMENT
ADDENDUM #2 – IMPROVEMENTS TO 3RD STREET PARK**

Recommendation

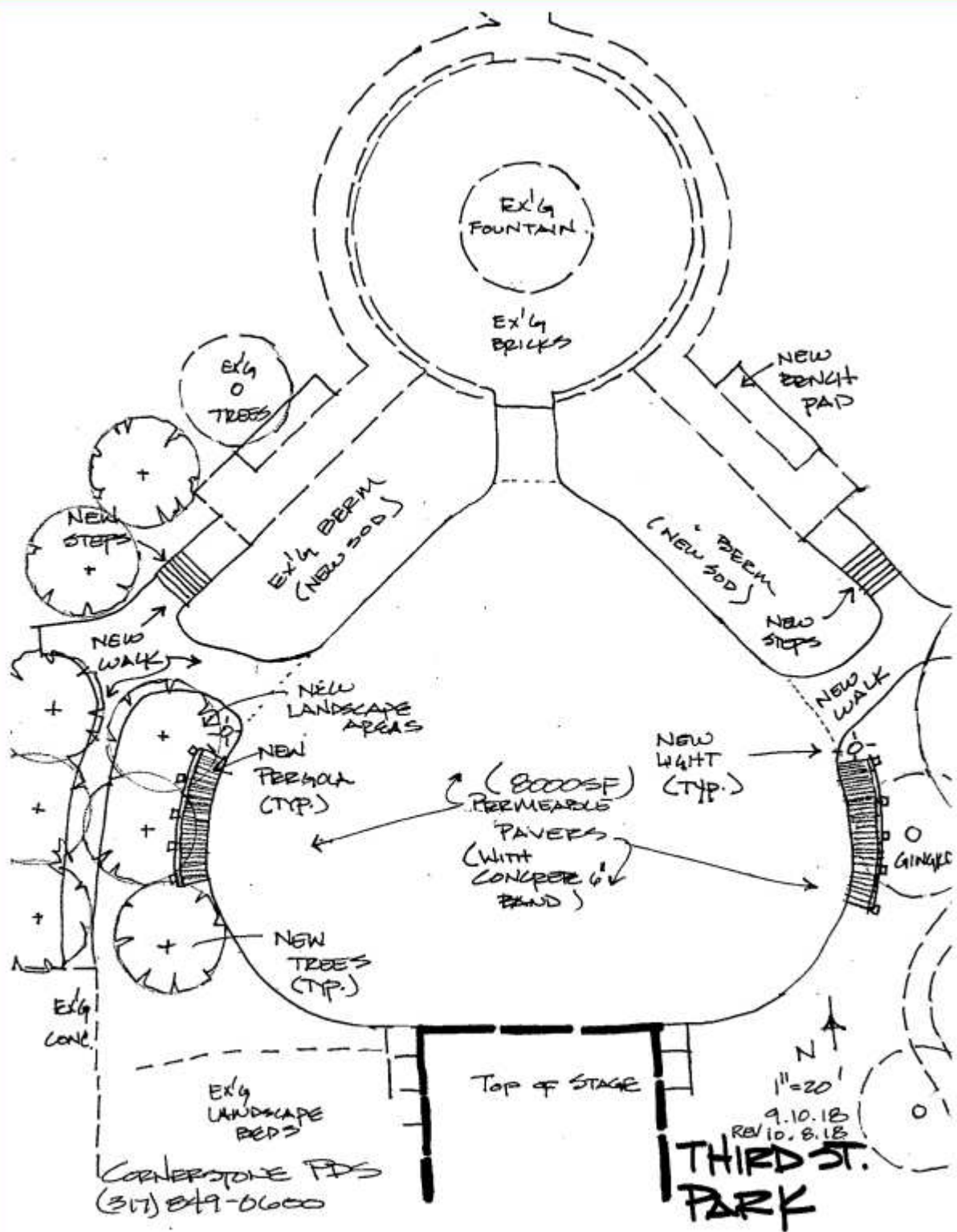
It is recommended the Board approve consultant contract agreement Addendum #2 with Cornerstone PDS in the amount of \$4,800.00.

Background

The original consultant contract agreement for 3rd St. Park improvements called for the elimination of the southeast and southwest stairs and turf improvements to the lawn area in front of the stage. Consultant agreement Addendum #1 (\$7,950) added design of an accessible entrance to the Allison-Jukebox Center off Washington St. and topographic survey. After further review, it has been determined that the best course of action to take at the park to stabilize ground conditions between the fountain circle and performing arts stage, a very heavily impacted area of the park, is by use of pervious paver blocks (instead of restoration of the park grass turf) and to reconstruct the existing stairs. Addendum # 2 (\$4,800) to the consultant contract agreement incorporates these changes to the scope of work on this project

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director



ADDENDUM II
TO
AGREEMENT FOR CONSULTANT SERVICES
(Entered in this _____ day of _____, 2018)

WHEREAS, on January 23, 2018, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an agreement (“Agreement”) with Cornerstone PDS (“Consultant”) to develop site plan and construction documents for playground area at Crestmont Park, design and construction documents for renovations to lawn area between band pavilion and fountain at Waldron, Hill, Buskirk Park; and

WHEREAS, on July 24, 2018, The scope of services of the Agreement was amended to add the design accessible sidewalk entrance and delivery ramp at the Allison-Jukebox Community Center; and

WHEREAS, the Department wishes to expand scope of work of this project to include stairwell and pervious pavers (“Additional Work”); and

WHEREAS, the Additional Work will result an increase in the compensation in an amount not to exceed Four Thousand Eight Hundred Dollars and zero cents (\$4,800.00); and

WHEREAS, the Consultant is in agreement with the Additional Work and the compensation; and

WHEREAS, pursuant to Article 26 of said Agreement, Agreement may be modified only by a written amendment signed by both parties.

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

Article 1. Term: To amend the Agreement to reflect the Additional Work, as incorporated into this Addendum II to the Agreement as Exhibit A. Addendum I to Agreement is attached hereto and incorporated as Exhibit B.

Article 2. Compensation: The Department shall pay Consultant for the Additional work in an amount not to exceed Four Thousand Eight Hundred Dollars and zero cents (\$4,800.00). The total compensation for the Agreement for all fees and expenses shall not exceed Fifty Seven Thousand Three Hundred Sixty Five Dollars and zero cents (\$57,365.00).

Article 4. Modification: Any other modification to said Agreement shall be in writing per Article 26 of the Agreement.

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

CITY OF BLOOMINGTON

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, Park Board President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel

CORNERSTONE PDS

Debra L. Schmucker

Title of Contractor Representative

EXHIBIT "A"

Addition to Scope of Work

Additional work/compensation highlighted in red below. Addition of stairwell and pervious pavers.

Walderon Hill Buskirk Park

Bloomington Parks & Recreation

Preliminary Construction Estimate line items

Date of Estimate: 11/26/2018

Item Description	Unit	Unit Cost	Quantity	Total Amount
Mobilization/Demobilization	LSUM	\$ 1.00	15,000	\$ 15,000.00
Construction Engineering	LSUM	\$ 1.00	6,000	\$ 6,000.00
Maintenance of Traffic	LSUM	\$ 1.00	5,000	\$ 5,000.00
Temporary Fencing Pedestrian	LSUM	\$ 1.00	8,000	\$ 8,000.00
Demo: Concrete pvm't, (3)stairs, retaining walls, columns	LSUM	\$ 1.00	18,000	\$ 18,000.00
Vegetation root removal/grubbing	LSUM	\$ 1.00	5,000	\$ 5,000.00
Limestone Blocks 2' cubes	EA	\$ 1,800.00	4	\$ 7,200.00
Electrical wiring	LS	\$ 4,500.00	1	\$ 4,500.00
Light fixtures/poles and bases	EA	\$ 2,300.00	6	\$ 13,800.00
Concrete stairs	LS	\$ 12,000.00	3	\$ 36,000.00
Handrail - Aluminum anodized	LF	\$ 180.00	260	\$ 41,600.00
4" concrete sidewalk with/agg base	SYD	\$ 91.00	180	\$ 18,380.00
Compacted #53 base	TON	\$ 70.00	70	\$ 4,900.00
Concrete Flush Curb (paver edge)	LF	\$ 10.00	350	\$ 3,500.00
Concrete retaining walls	LS	\$ 15,000.00	1	\$ 15,000.00
Permeable Concrete Pavers/sand/infill	SF	\$ 8.00	8,100	\$ 64,800.00
Paver sub-base 10"	TON	\$ 25.00	1,060	\$ 26,500.00
6" dia. Underdrains	LF	\$ 10.00	300	\$ 3,000.00
HDPE 12"	LF	\$ 20.00	85	\$ 1,700.00
Pipe trench: Compacted #53 base	TON	\$ 70.00	20	\$ 1,400.00
Earthwork finish grading	SYD	\$ 8.00	50	\$ 400.00
Earthwork: cutting/shaping/rough grading by machine	CYD	\$ 12.00	50	\$ 600.00
Topsoil: furnish	CYD	\$ 55.00	20	\$ 1,100.00
Silt fence	LF	\$ 2.50	305	\$ 762.50
Erosion Control Dandy bags	EA	\$ 200.00	2	\$ 400.00
Sod	SYD	\$ 9.00	50	\$ 450.00
Subtotals				\$ 298,992.50
Construction Contingency at 10%				\$ 29,899.25
Total:				\$ 328,891.75

Alternates				
#1 Fountain: guardrail/handrail replacements w/pickets painted (Je	LSUM	\$ 62,590.00	1	\$ 62,590.00
Total:				\$ 62,590.00

DESIGN FEES

Current Design Contract (including ADD#1)				\$ 33,600.00
Addendum #2 Design Fee: Impervious Pavers, Stairs/walls				\$ 4,800.00
Total:				\$ 38,400.00

Project Assumptions

Owner will handle in-house the following areas:
 Landscape plantings
 Shrubs/perennials
 Planting Mix, Wood mulch
 Irrigation

Handrail unit price is for anodized aluminum. Does not include guardrail pickets 4" o.c.

EXHIBIT "B"

ADDENDUM I
TO
AGREEMENT FOR CONSULTANT SERVICES
(Entered in this 24 day of July, 2018)

WHEREAS, on January 23, 2018, the City of Bloomington Department of Parks and Recreation (the "Department") entered into an Agreement ("Agreement") with Cornerstone PDS ("Consultant") to develop site plan and construction documents for playground area at Crestmont Park, and design and construction documents for renovations to lawn area between band pavilion and fountain at Waldron, Hill, Buskirk Park; and

WHEREAS, the Department wishes to expand scope of work for this project; and

WHEREAS, as a result of modification to the original Scope of Services the compensation amount will be increased by Seven Thousand Nine Hundred Fifty Dollars and zero cents (\$7,950.00); and ✓

WHEREAS, the Consultant is in agreement with said changes and the compensation; and

WHEREAS, pursuant to Article 26 of said Agreement, Agreement may be modified only by a written amendment signed by both parties.

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

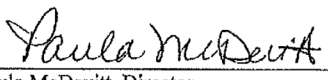
Article 1. Term: To amend the Agreement to reflect changes in design area and services shown in the Consultant Scope of Work, Exhibit A. Exhibit A is attached to and incorporated into this Addendum I to the Agreement. Original agreement is attached as Exhibit B.

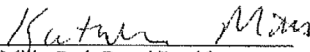
Article 2. Compensation: The Department shall pay Consultant for the Services, for all fees and expenses in an amount not to exceed Fifty Two Thousand Five Hundred Sixty Five Dollars and zero cents (\$52,565.00). ✓

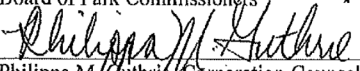
Article 4. Modification: Any other modification to said Agreement shall be in writing per Article 26 of the Agreement.

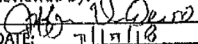
IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth.

CITY OF BLOOMINGTON

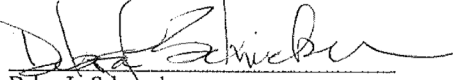

Paula McDevitt, Director
Parks and Recreation Department

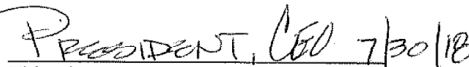

Kathleen Mills, Park Board President
Board of Park Commissioners


Philippa M. Guthrie, Corporation Counsel
CITY OF BLOOMINGTON
Controller

Reviewed by: 
DATE: 7/17/18
FUND/ACCT: 977-18

CORNERSTONE PDS


Debra L. Schmucker


President, CEO 7/30/18
Title of Contractor Representative


CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 07-16-2018

EXHIBIT "A"



July 3, 2018

Mr. David Williams
Bloomington Parks & Recreation Department
401 N. Morton Street, #205
Bloomington, IN 47402

RE: Addendum to Contract - Waldron Hill Buskirk Park

Dear Dave,

As requested, we have prepared an addendum for our contract at Waldron Hill Buskirk Park to include the additional sidewalk areas. It is our understanding that additional construction funding will be provided for these improvements beyond the original construction budget. These additional design areas include the following:

Allison-Jukebox Community Center

1. Accessible sidewalk at west entrance. Sidewalk to run parallel to building to north. Existing drop-off lane to remain.
2. New delivery ramp to south employee only entrance (not accessible)

Bandstand

3. Replace existing west walk with accessible sidewalk to stage

Services to be provided by Cornerstone for the additional areas include:

- Topographic survey
- Site Design with Technical Specifications/Construction Documents
- Construction Bidding & Administration

Our additional fees for this work are:

Topographic Survey	\$ 1,200.00
Design, Construction Bidding & Administration	\$ 6,750.00
TOTAL	\$ 7,950.00

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Debra L. Schmucker".

Debra L. Schmucker, RLA, ASLA, LEED AP
President

CORNERSTONE P.D.S.

12175 Visionary Way, #410 • Fishers, IN 46038 • Phone: 317.849.0600
LANDSCAPE ARCHITECTURE & URBAN DESIGN SERVICES
"Connecting People, Creating Places"

EXHIBIT "B"
ORIGINAL CONTRACT

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CORNERSTONE PDS
FOR
WALDRON, HILL, BUSKIRK PARK AND CRESTMONT PARK
DESIGN/CONSULTING SERVICES

This Agreement, entered into on this 23 day of January, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Cornerstone PDS ("Consultant"),

WITNESSETH:

WHEREAS, the Department wishes to acquire site design and construction documents for improvements in both Crestmont and Waldron, Hill, Buskirk Parks; and

WHEREAS, the Department requires the services of a professional consultant in order to perform these design services (the "Services" as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before May 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Forty Four Thousand Six Hundred Fifteen Dollars and Zero Cents (\$44,615.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Consultant

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Consultant:

City of Bloomington	Cornerstone PDS
Attn: Dave Williams	Debra Schmucker
401 N. Morton, Suite 250	12175 Visionary Way #410
Bloomington, Indiana 47402	Fishers, IN 46038

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

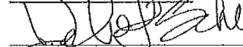
Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone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

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

CITY OF BLOOMINGTON

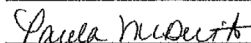

Philippa M. Guthrie, Corporation Counsel

CORNERSTONE PDS


Debra L. Schmucker, President

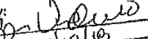
2/16/18

CITY OF BLOOMINGTON PARKS AND RECREATION


Paula McDevitt, Director


Leslie J. Coyne, President, Board of Park Commissioners

CITY OF BLOOMINGTON
Controller

Reviewed by: 
DATE: 2/16/18
FUND/ACCT: 30005

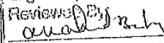
CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 01-17-2018

EXHIBIT A

"Scope of Work"

The Services shall include the following:

I. THIRD STREET PARK SITE IMPROVEMENTS

Project Assumptions and Understanding:

The site for the proposed renovation work is the lawn area directly south of the fountain south to the band pavilion. It is anticipated that this work shall include the removal of the existing concrete steps on the south side of the fountain on both sides; new accessible walks to the existing east and west sidewalk connections to the street; expansion of concrete paving area on top of berm for additional benches; drainage improvements to the lawn area in front of the band pavilion. Additional lighting shall also be included of four, 12' high aluminum poles with LED lights.

It is our understanding that Bloomington Public Works will allow a 10"-12" ADS drainage pipe and inlets to be connected to the west directly into an existing curb inlet/18" storm sewer running south in Washington Street without detention. This is critical given that the lawn is over a former pool which was demolished and buried under the lawn. Disturbing this area could create other unforeseen issues within the project area.

The project is funded through Bloomington Parks General Obligation Bond for approximately \$292,000.

Please note:

- Irrigation design and installation is not included in this project.
- We shall utilize the provided 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. DESIGN

1. Cornerstone shall coordinate with Owner to determine the technical requirements for the topographic survey to be provided under a separate contract for the project.
2. Cornerstone shall provide a preliminary site design for your review of the new improvements. After review, we shall update the proposed design and provide a revised plan for your review and approval before we begin construction documents.
3. Detailed site construction documents and technical specifications shall be prepared for proposed improvements including: geometric layout; grading and drainage; critical construction details; site lighting plan, technical specifications for the proposed site improvements including: concrete pavement, drainage, erosion control, seeding, landscape plant material, site furniture and site lighting.
4. Cornerstone shall assemble front end documents provided by the City for inclusion in the construction documents.

B. PERMITS/APPROVALS/SUBMITTALS

It is our understanding from the City that no permits will be required at this time. If a grading permit is required, the Owner will handle this permit. NDPES Rule 5 permit is not required since the disturbed project area is less than one acre.

C. CONSTRUCTION ADMINISTRATION

Services shall include the following:

1. Answer any related bidder questions during bidding process and prepare addenda
2. Lead a pre-bid meeting and prepare meeting minutes.
3. Review and evaluate bids.
4. Bid documents will be administered through City's electronic bid room.
5. Attending pre-construction meeting.
6. Answering requests for information.
7. Review of shop drawings.

- 8. Three (3) field observation visits during construction with notes.
- 9. Substantial completion punch list.

D. MILEAGE

Cornerstone has included mileage for identified meetings for the above scope of work in our fee.

E. THIRD STREET PARK SITE IMPROVEMENTS FEE SCHEDULE

We shall perform our site design services on a lump-sum basis with a fee as follows:

Electrical Lighting Design \$ 1,800.00

Final Design Plans and Construction Plans \$ 23,850.00

\$ 25,650.00

Any meetings or services beyond this scope of work shall be billed at an hourly rate of \$ 115.00 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

F. PROJECT SCHEDULE

It is anticipated that this project will be designed in Spring/Summer 2018 and bidding and construction schedule will be determined by Owner in coordination with scheduled activities within the park in 2018.

II. CRESTMONT NEIGHBORHOOD PARK PLAY AREA

PROJECT UNDERSTANDING:

The proposed project site is the existing Crestmont Neighborhood Park Playground area located at the intersection of Illinois Court and Illinois Street. The project is funded through Bloomington Parks General Obligation Bond \$182,000 and a federal Community Development Block Grant (CDBG) of \$110,000 for a total of \$292,000. The project shall consist of two separate project bids due to the funding sources and their respective requirements. One package shall consist of overall site development and play structure improvements. The second package for the CDBG funding shall consist of play area surfacing and shade sail structure. Projects shall be bid through the City of Bloomington Plan Room. All bidding services and bid preparation shall be handled by the Owner.

A. TOPOGRAPHIC SURVEY

Cornerstone shall coordinate with Bledsoe Riggert Cooper & James Surveying to provide a topographic survey for the development of construction plans.

B. DESIGN DEVELOPMENT AND FINAL DESIGN PLANS AND SPECIFICATIONS

1. We shall proceed with the development of a site plan for the playground that may include the following park components:

- Pedestrian circulation: sidewalk to encircle new play area and connect to east parking area.
- Site furniture – including benches and table/seat arrangements
- Shade sail structure (if room).
- Play equipment designed for ages 5-12:
 - o Climbing net
 - o Play structure
 - o Rubberized surface under play structure
 - o Existing swings to be painted and remain in existing location

Upon written approval of an approved site plan, Cornerstone shall commence with the development of construction documents.

Development of final construction plans shall consist of the following functions:

- Site Layout Design
- Grading and Drainage Design
- Final engineering construction plans will be prepared to provide construction and bidding documents for site construction in two separate bid packages.

1. Site demolition plans will be prepared for the new site improvements and will indicate existing site features to be removed and relocated.
2. Geometric plans shall be prepared to show horizontal control on the proposed site improvements.
3. Grading and drainage plans will be prepared for the new design improvements based on information provided in the topographic survey.
4. Details for critical design and construction areas will be prepared. Construction details for: concrete pavement, sidewalks, and site furnishings will be shown.

C. PERMITS/APPROVALS/SUBMITTALS

It is our understanding from the City that no permits will be required at this time. If a grading permit is required, the Owner will handle this permit. NDPES Rule 5 permit is not required due to project development area is less than one acre.

D. MEETINGS

Cornerstone shall attend five meetings which shall include the following:

1. Field Site visit to review existing conditions after topographic survey is completed.
2. Preliminary Plan Owner review meeting.
3. Owner review meeting at 95% completion of site drawings.
4. Two field visits during construction for review of proposed improvements or handling construction issues

E. BIDDING & CONSTRUCTION ADMINISTRATION

We shall provide limited services to assist the Owner in the following:

1. Answer bidding questions forwarded to Cornerstone by Owner during bidding period.
 2. Prepare addenda information from bidding questions to Owner for his use in bidding.
 3. Answer Request for Information during actual project construction.
- One project site visits to review construction progress and answer questions.
- Final punch list site visit at end of project.

F. MILEAGE

Cornerstone has included mileage for five meetings as identified in the scope of work in our fee.

G. CRESTMONT PLAY AREA FEE SCHEDULE

We shall perform our site design services on a lump-sum basis with a fee as follows:

Topographic Survey \$ 1,500.00

Final Design Plans and Construction Plans \$ 17,465.00

\$ 18,965.00

Any meetings or services beyond this scope of work shall be billed at an hourly rate of \$ 115.00/hr 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
- ☐ Printing of any documents or drawings

H. PROJECT SCHEDULE

It is anticipated that this project will be design in Spring/Summer 2018 and commence construction in Fall 2018.

EXHIBIT B

"Project Schedule"

All services to be completed no later than May 31, 2019.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

AFFIDAVIT

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

1. The undersigned is the PRESIDENT of CORPORATION IDS
(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 HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Dora Schmucker and acknowledged the execution of the foregoing this 6 day of February, 2018.

Carrie Gibson
Notary Public's Signature

My Commission Expires: 03/06/20

Carrie Gibson
Printed Name of Notary Public

County of Residence: Madison

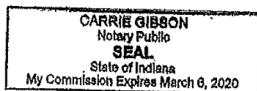


EXHIBIT D

STATE OF Indiana)
) SS:
COUNTY OF HAMILTON)

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 6 day of FEBRUARY, 2018.

By: Debra Schucker, President
Cornerstone HTS

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Debra Schucker and acknowledged the execution of the foregoing this 6 day of February, 2018.

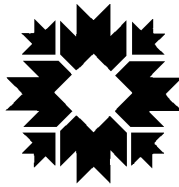
Carrie Gibson
Notary Public's Signature

My Commission Expires: 03/06/20

Carrie Gibson
Printed Name of Notary Public

County of Residence: Madison





CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-10
Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: December 10, 2018
**SUBJECT: REVIEW/APPROVAL OF CONSULTANT AGREEMENT
CASCADES TRAIL PHASE 5 – SOUTH BRANCH REVIEW**

Recommendation

It is recommended the Board approve a consultant agreement with Eagle Ridge Civil Engineering Services, LLC for \$18,000 to evaluate design and route options for a bicycle/pedestrian trail in Lower Cascades Park from Clubhouse Dr. south to College Ave.

Background

Eagle Ridge has overseen the completion of design and/or construction on these Cascades Trail Phases:

- 1 – Completed - Clubhouse Drive/N. Walnut/Stone Mill Rd.
- 2 – Completed - Clubhouse Drive NW to Kinser Pike
- 3 - Completed - Stone Mill Rd. to old CBU water plant –
- 4 – Design complete, awaiting TIF construction funding - Kinser Pike west/north to Rosewood Dr.

The final southern leg leg of the Cascades Trail; Phase 5, runs from Clubhouse Dr. south to College Ave. with a connection to Miller-Showers Park. In lieu of the delay in TIF funding to construct the phase 4 trail section, the Redevelopment Commission has approved funding to proceed with a route options design study for the Phase 5/South Branch trail. Eagle Ridge will evaluate all options for this route, including the option of an on road trail facility. This TIF funded study would solicit public comment on the options and assist staff in determining the best option for trail construction which will be funded by the Bi-Centennial Trails and Trees Bond.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
EAGLE RIDGE CIVIL ENGINEERING SERVICES, LLC
FOR
CASCADES TRAIL SOUTH BRANCH REVIEW**

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Eagle Ridge Civil Engineering Services, LLC (“Consultant”),

WITNESSETH:

WHEREAS, the Department wishes to review and update trail planning work that was previously conducted in 2009 for Lower Cascades Park along Old SR 37 between Miller Showers Park and Club House Drive; and

WHEREAS, since that initial work was completed, the area’s needs for park, trail and roadway functionality, ADA-access, creek-bank stability and other issues have evolved; and

WHEREAS, the Department requires the services of a professional consultant in order to complete this review (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before June 30, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar

circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant’s performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Consultant may submit monthly invoices for progress made on a percent basis. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Consultant shall perform the Services no later than June 30, 2019. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

The Department may terminate or suspend performance of this Agreement at the Department’s prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished

reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act

or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Consultant:

City of Bloomington	Eagle Ridge Civil Engineering Services, LLC
Attn: Dave Williams	Attn: Brock Ridgeway
401 N. Morton, Suite 250	1321 Laurel Oak Drive
Bloomington, Indiana 47402	Avon, IN 46123

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

Eagle Ridge Civil Engineering Services, LLC

Philippa M. Guthrie, Corporation Counsel

Brock Ridgeway, P.E., Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

EXHIBIT A -SCOPE OF WORK			
Cascades Trail South Branch Review			
For City of Bloomington			
TASKS IN APPROXIMATE CHRONOLOGICAL ORDER	Senior Civil Engineer	Direct Expenses	Totals
Hourly Rate>	\$115	At Cost	
DATA COLLECTION & SITE RECONNAISSANCE			
Site Recon Update - Review Pavements, Creek Bank Condition and Facility Changes since 2009	8	\$60	\$980
Review 2009 Study Report and Scoping Meeting	10	\$60	\$1,210
Review Summarized Traffic Data to be provided by City	4		\$460
Obtain updated GIS and aerial mapping to be provided by City	1		\$115
COORDINATION & MEETINGS			
Coordination with IMI	2		\$230
Coordination with MCCSC	3		\$345
Coordination with City Emergency Services	3		\$345
Coordination with Parks Department Staff	5		\$575
Coordination with Bike/Ped commission	2		\$230
Coordination with Planning and Transportation	3		\$345
Coordination with CBU	3		\$345
ALTERNATIVES ANALYSIS			
Identify/Update Goals and Constraints in Study Area	12		\$1,380
- Level of Bike/pedestrian facility to be provided			
- Level of Road functionality needed (commercial access, emergency route, bus route, etc.)			
- Support of park's quality of operations/functionality/safety			
- Solving or supporting short/long term creek erosion concerns			
- Support to resolving other park issues e.g. ADA access, access to shelters, spillway, parking			
- Local stakeholder support / significance of benefit to the City trail network			
- Funding availability			
Identify Evaluation Method/Scoring	4		\$460
Public Open House/Workshop - Gather Ideas on Goals, Needs, and Evaluation Weighting	8	\$170	\$1,090
Identify Alternatives to Evaluate (In order of most to least impact to roadway function)	12		\$1,380
- Full closure to vehicular traffic (Limits TBD)			
- Reduction to one-way vehicular traffic (Limits TBD)			
- Shared Road Facility (includes pavement update, shoulders)			
- Sidepath facility (with related hillside work)			
- Combination with roadway realignment away from creek			
- Independent trail facility			
- Combinations of the above by sections			
- Identify the work assumed in these (resurfacing, curbs, shoulder widening, storm, as appl.)			
Project Team Workshop - Alternatives List Completion	6	\$60	\$750
Simple Exhibits of Alternatives	4		\$460
Estimate Construction Costs for alternatives	8		\$920
Evaluate the Alternatives	8		\$920
Develop Draft Recommendations	3		\$345
Public Open House/Workshop - Review of Alternatives and Recommendations	8	\$170	\$1,090
Revise / Re-evaluate as needed	6		\$690
SUMMARY MEMO ASSEMBLY			
Background	1		\$115
Summary of Goals and Constraints	3		\$345
Alternatives Reviewed	4		\$460
Summary of the Evaluation Process	2		\$230
Recommendations	4		\$460
Exhibit of Recommended Alternative(s)	3		\$345
Cost Estimate for Recommended Alternative(s)	2		\$230
PROJECT ADMINISTRATION AND MANAGEMENT TASKS			
Prepare Project Workplan	8		\$920
Accounting Setup / Invoicing / Status Reports	2		\$230
Totals:	152	520	
TOTAL: \$18,000			

EXHIBIT B

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Eagle Ridge Civil Engineering Services, LLC

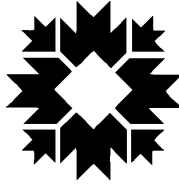
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-11
Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: December 10, 2018
**SUBJECT: REVIEW/APPROVAL OF CONSULTANT CONTRACT AGREEMENT
BUILDING TRADES PARK SURVEY**

Recommendation

It is recommended the Board approve a consultant contract agreement for a topographic and east boundary survey of Building Trades Park.

Background

The existing elevated boardwalk located along the east border of Building Trades Park needs to be reconstructed. In order to ensure compliance with ADA slope and grade requirements, survey data is required.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director

Bledsoe Riggert Cooper James
LAND SURVEYING • CIVIL ENGINEERING • GIS

Survey Exhibit



**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BLEDSOE RIGGERT COOPER JAMES
FOR
BUILDING TRADES PARK SURVEY**

This Agreement, entered into on this ____ day of December, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Bledsoe Riggert Cooper James (“Consultant”),

WITNESSETH:

WHEREAS, the Department wishes to prepare both a topographic and boundary survey of the east section of Building Trades Park; and

WHEREAS, the Department requires the services of a professional consultant in order to perform the surveying (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before September 30, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the

adequacy of Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Five Thousand Two Hundred Fifty Dollars and zero cents (\$5,250.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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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Consultant shall perform the Services no later than September 30, 2019. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

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

Article 8. Identity of the Consultant

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict

between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Consultant:

City of Bloomington		Bledsoe Riggert Cooper James
Attn: Dave Williams		Attn: Christopher Porter, P.D.
401 N. Morton, Suite 250		1351 West Tapp Road
Bloomington, Indiana 47402		Bloomington, IN 47403

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

BLEDSON RIGGERT COOPER JAMES

Philippa M. Guthrie, Corporation Counsel

Marty James, Professional Surveyor

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Bledsoe Riggert Cooper James

LAND SURVEYING • CIVIL ENGINEERING • GIS

October 29, 2018

Debra L. Schmucker
Corner Stone P.D.S.
12175 Visionary Way, #410
Fishers, IN 46038

Re: Surveying services of Building and Trades Park, Bloomington, Indiana

Ms. Schmucker,

Per our telephone conversations, Bledsoe Riggert Cooper & James, Inc. is pleased to present this proposal for professional services.

Scope of Services:

Option A: _____

- 1) **Prepare a topographic survey** of the area shown in red on the included Survey Exhibit in the Building and Trades Park, between 2nd Street and Howe Street, in Bloomington, Indiana.
- 2) Locate visible surface utilities (risers, outfall pipes, meters, valves, etc.) and utilities marked by Indiana811. Storm and sanitary structure rim, inverts and pipe sizes will be noted based on limited information attainable from the surface. This proposal does not include private utility locates or any utility exploration.
- 3) Locate site improvements inside of the area shown on the survey exhibit (curb, headwalls, walls, walks, concrete shelter house pads, elevated walks/ramps, etc.).
- 4) Provide survey contours of existing site conditions at 1-foot intervals.
- 5) Horizontal control will be based on the Indiana State Plane Coordinate System, horizontal datum will be NAD 88, U.S. Survey Feet.
- 6) Vertical datum will be NAVD83, U.S. Survey Feet.
- 7) All distances will be provided as grid distances.
- 8) Provide a final PDF (.pdf) and 2010 AutoCAD file of the topographic survey.

These services will be provided for a **lump sum fee of \$3,750.**

Option B: _____

- 1) **Prepare a boundary survey** of the east line of the Building and Trades Park parcel.

These services will be provided for a **lump sum fee of \$1,500.**

Our goal will be to have the topographic survey (Option A) completed by November 21, 2018. Option B will be completed at a later date.

Invoices will be mailed upon completion with payment due upon receipt.

Please initial Option A, Option B or both, sign and return one copy of this letter as notice to proceed.

- You may return via mail, email or fax.

Sincerely,



Bledsoe Riggert Cooper James
LAND SURVEYING • CIVIL ENGINEERING • GIS

Survey Exhibit

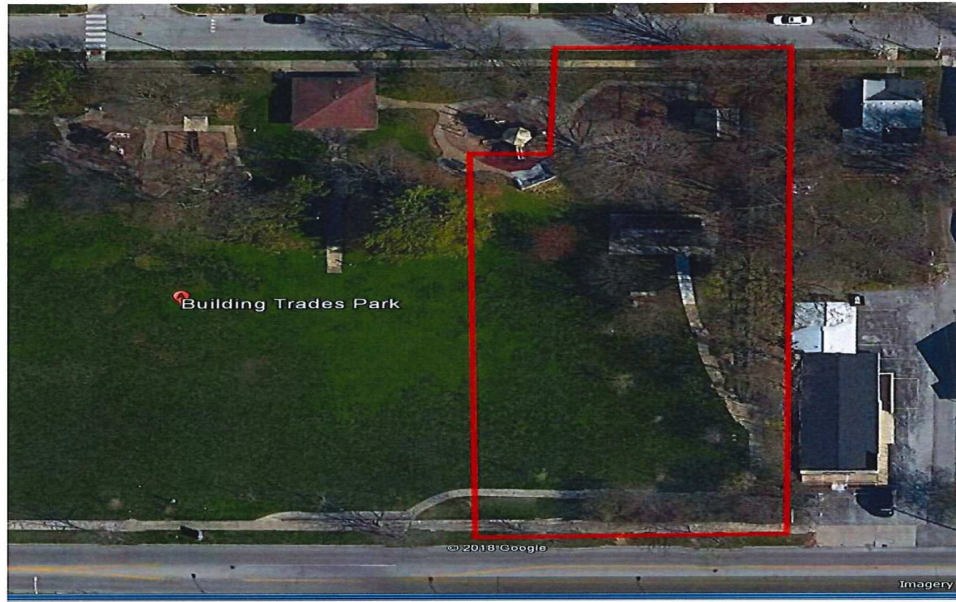


EXHIBIT B

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 _____, 2018.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Bledsoe Riggert Cooper James

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-12

Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: December 18, 2018
SUBJECT: **REVIEW/APPROVAL OF CONTRACT AGREEMENT
OLCOTT PARK PATHWAY LIGHTING**

Recommendation

It is recommended the Board approve a contract agreement with Cassady Electrical Contractors in the amount of \$33,960 for the installation of pathway lighting between Olcott Park and the Jackson Creek Trail at Sherwood Oaks Park.

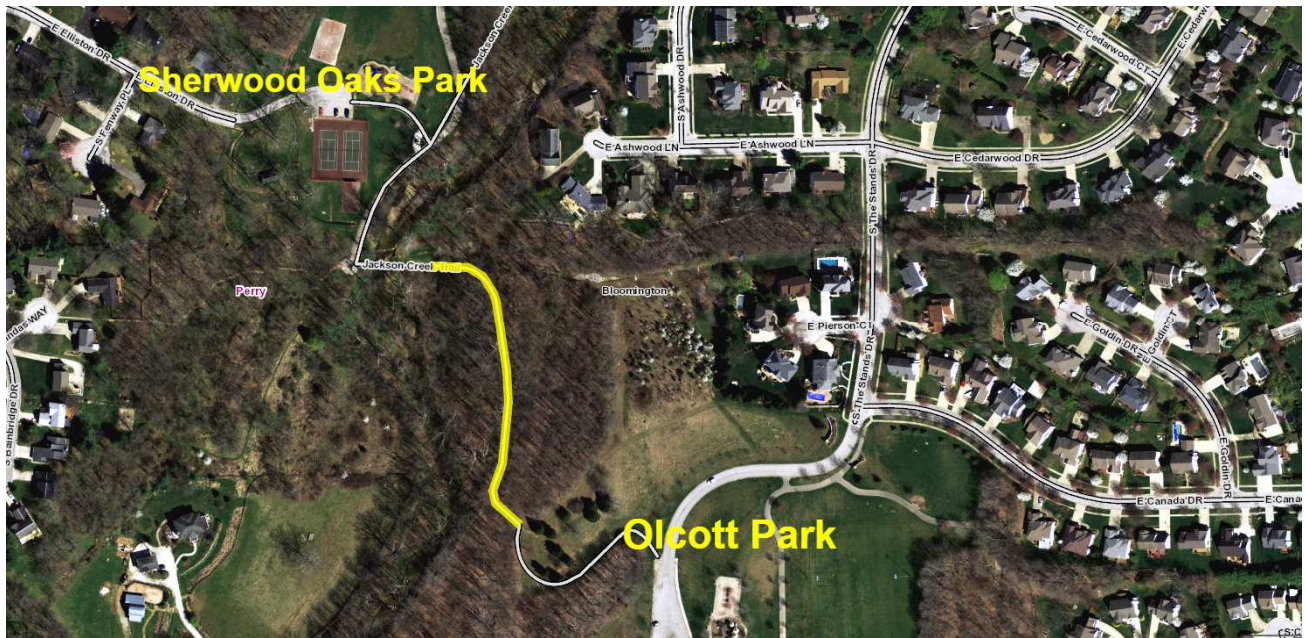
Background

The pathway between Olcott Park to Sherwood Oaks Park and the Jackson Creek Trail is a heavily used bicycle and pedestrian route for recreational users and students at Childs Elementary School and Jackson Creek Middle School. Typically, our budget does not fund installations of pathway or additional park grounds lighting but several requests have been made by the public to light this trail route and improve safety.

Quotes were received from Roger Woods Electric and Cassady Electric. This project is funded by 2017 GF Reversion Funds.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director



**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CASSADY ELECTRICAL CONTRACTORS, INC
FOR
OLCOTT PARK PATHWAY LIGHTING**

This Agreement, entered into on this ____ day of December, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Cassady Electrical Contractors, Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to install pathway lighting between Olcott Park and the Jackson Creek Trail at Sherwood Oaks Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the lighting installation (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 30, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Dave Williams as the Department’s Project Manager. 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 Thirty Three Thousand Nine Hundred Sixty Dollars and zero cents (\$33,960). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Contractor shall perform the Services no later than October 30, 2019. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

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

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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.

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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.

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

Department:

Contractor:

City of Bloomington	Cassady Electrical Contractors, Inc.
Attn: Dave Williams	Mae Cassady
401 N. Morton, Suite 250	PO 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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Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

**CASSADY ELECTRICAL
CONTRACTORS, INC.**

Philippa M. Guthrie, Corporation Counsel

Mae Cassady, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

“Scope of Work”

The Services shall include the following:

- Trench 277 volt power from 480/277 volt power to start of the lighting on pathway
- Pour (13) 14 inch wide light pole bases with 4000 psi concrete
- Trench 277 volt power between each light pole location
- Control lighting via photocell at panel
- Purchase and install KIM Lighting KRS poles and UR20 lights in (13) locations

Photo below marks the general installation area.

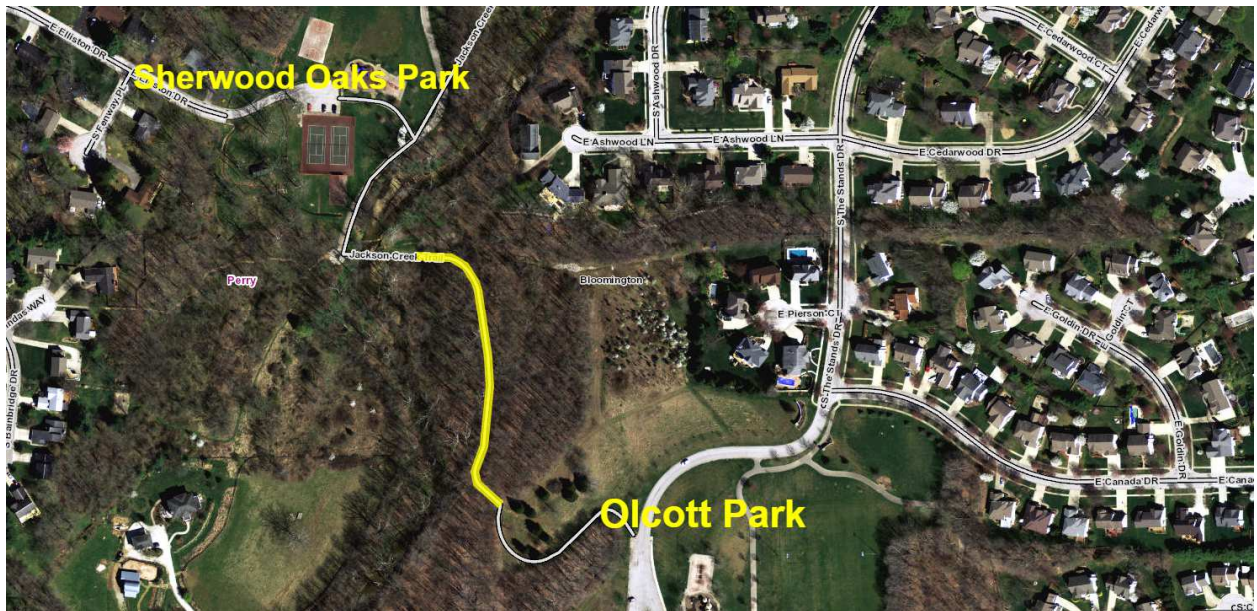


EXHIBIT B

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 _____, 2018.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Cassady Electrical Contractors, Inc.

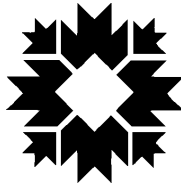
By: _____

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-13
Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: November 28, 2018
SUBJECT: REVIEW/APPROVAL OF TEN SERVICE AGREEMENTS

Recommendation

Staff recommends the review/approval of three service agreements for the Operations and Sports Division. The service agreements are with the following consultants.

1. Steve's Welding – general repairs/adjustments to equipment
2. Price Electric – general repairs to electric systems
3. DEEM – general repairs/adjustments to Ammonia Cooling systems at FSC
4. City Glass – general door/window repairs
5. Commercial Service – HVAC repairs
6. Gooldy & Sons – Food and Beverage equipment repairs/supplies
7. Koorsen Fire & Security – fire safety equipment
8. Indiana Door & Hardware – doors and window repair
9. Keller Heating & Air Conditioning – HVAC repairs
10. Young Plumbing & Mechanical – Plumbing and mechanical repairs

Background

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. "Public Work" means any service done on city property that is paid for out of a public fund. The manual outlines that if the work involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing. These service contracts are to manage emergency or standard repairs and/or service as the need arises.

RESPECTFULLY SUBMITTED,

Sports Division Director

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND STEVE'S WELDING

This Agreement, entered into on this ____ day of _____, 20____, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Steve's Welding ("Contractor").

Article 1. Scope of Services Contractor shall provide the Services: Contractor will perform welding repairs at City park properties and facilities ("Services") at an hourly rate of Sixty Five Dollars (\$65.00), with a minimum of one (1) hour charge plus materials. Contractor shall provide the Services for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours rate of Ninety Six Dollars (\$96.00), with a minimum of one (1) hour charge plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Monday, December 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related and desirable, including primary coordination with Hsiung Marler and/or Dee Tuttle for Frank Southern Ice Arena, Hsiung Marler for Twin Lakes Sports Park, Aaron Craig for Golf Course, Dee Tuttle for Winslow Sports Park and Olcott Park, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center 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. Upon agreement with both parties this agreement may be extended for one year.

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 Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler and/or Dee Tuttle for Frank Southern Ice Arena, Hsiung Marler for Twin Lakes Sports Park, Aaron Craig for Golf Course, Dee Tuttle for Winslow Sports Park and Olcott Park, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center at City of Bloomington, 401 N. Morton, Suite 250, Bloomington, IN 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 as needed.

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

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

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

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

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

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

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.

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

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

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below: Department: City of Bloomington, Attn: **Hsiung Marler and/or Dee Tuttle for Frank Southern Ice Arena, Hsiung Marler for Twin Lakes Sports Park, Aaron Craig for Golf Course, Chelsea Price for Pools, Dee Tuttle for Winslow Sports Park and Olcott Park, Daren Eads for Twin Lakes Recreation Center, 401 N. Morton, Bloomington, IN 47402.** Contractor: Steve's Welding 5239, 2507 W 3rd St, 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

STEVE'S WELDING

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Signature

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

- 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 _____, 2018.

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 _____, 2018.

Steve's Welding

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PRICE ELECTRIC, INC

This Agreement, entered into on this ____ day of _____, 2018 by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Price Electric, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide the Services: repair, adjust, and/or replace lighting and electrical components at City park properties and facilities ("Services") at an hourly rate of Sixty Four Dollars (\$64.00), with a minimum of one (1) hour charge plus materials. Contractor shall provide the Services for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an after hour's hourly rate of Ninety Six Dollars (\$96.00) with a minimum of one (1) hour charge plus materials. Contractor may charge a Twenty-Five Dollar (\$25.00) trip fee. Repairs requiring more immediate action, (emergencies) may be billed at an emergency hourly rate of Ninety Six Dollars (\$96.00) with a minimum of one (1) hour charge plus materials. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Monday, December 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related and desirable, including primary coordination with Hsiung Marler and/or Dee Tuttle for Frank Southern Ice Arena, Hsiung Marler for Twin Lakes Sports Park, Aaron Craig for Golf Course, Dee Tuttle for Winslow Sports Park and Olcott Park, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center 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. Upon agreement with both parties this agreement may be extended for one year.

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 Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler and/or Dee Tuttle for Frank Southern Ice Arena, Hsiung Marler for Twin Lakes Sports Park, Aaron Craig for Golf Course, Dee Tuttle for Winslow Sports Park and Olcott Park, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center at City of Bloomington, 401 N. Morton, Suite 250, Bloomington, IN 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 as needed.

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

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

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

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

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

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

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.

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

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

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

Department: City of Bloomington, Attn: Hsiung Marler and/or Dee Tuttle for Frank Southern Ice Arena, Hsiung Marler for Twin Lakes Sports Park, Aaron Craig for Golf Course, Chelsea Price for Pools, Dee Tuttle for Winslow Sports Park and Olcott Park, Daren Eads for Twin Lakes Recreation Center, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Price Electric, INC, 724 E Thornton Drive Bloomington, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Price Electric, INC

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Signature

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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 _____, 2018.

Price Electric, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND DEEM, LLC

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and DEEM, LLC ("Contractor").

Article 1. Scope of Services Contractor shall provide repair, adjust, and/or replace at City park properties and facilities ("Services") at an hourly rate of One Hundred Dollars (\$100.00) per technician plus materials. Contractor shall provide the Services for a set price per hour Monday—Friday 7:00 a.m. to 6:00 p.m. and all other times for an hourly rate of One Hundred Fifty Dollars and Fifty Cents (\$150.50) per technician plus materials. Contractor may charge a Sixty Dollars (\$60.00) truck charge. 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, 2019 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Hsiung Marler for Frank Southern Ice 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 Dollars (\$4000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler for Frank Southern Ice Arena, 401 N. Morton, Suite 250, Bloomington, IN 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 as needed.

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

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

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

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

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

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

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.

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

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

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

Department: City of Bloomington, **Attn: Hsiung Marler for Frank Southern Ice Arena, 401 N. Morton, Bloomington, IN 47402.** **Contractor:** DEEM, LLC, 6831 East 32nd Street, Ste 200, Indianapolis, IN 46226. 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

DEEM, LLC

Philippa M. Guthrie, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Name of Signatory, Title

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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 _____, 2018.

DEEM, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND CITY GLASS OF BLOOMINGTON, INC

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and City Glass of Bloomington, Inc. ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace windows, glass and doors at City park properties and facilities ("Services") at an hourly rate of Sixty Five Dollars (\$65.00) for the first (1) hour and Fifty Dollars (\$50.00) for each additional hour, with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 8:30am to 5:00pm and all other times for an afterhours hourly rate of Ninety Seven Dollars and Fifty Cents (\$97.50) with a minimum of one (1) hour charge, plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of Ninety Seven Dollars and Fifty Cents (\$97.50) with a minimum of one (1) hour charge, plus materials.

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 Monday December 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Hsiung Marler and/or Chris Lamb for Frank Southern Center, Chelsea Price for Pools, Aaron Craig for Golf Course 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. Upon agreement with both parties this agreement may be extended for one year.

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 Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Hsiung Marler and/or Chris Lamb for Frank Southern Center, Chelsea Price for Pools, Aaron Craig for Golf Course 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 as needed.

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

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

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

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

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

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

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.

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

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

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

Department: City of Bloomington, Attn: Daren Eads for TLRC, Chelsea Price and/or Don Fodrill for Pools and Hsuing Marler for Frank Southern Center, 401 N. Morton, Bloomington, IN 47402. **Contractor:** City Glass, 719 West 17th St., 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

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

CITY GLASS OF BLOOMINGTON, INC

Signature

Name of Signatory, Title

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 _____, 2018.

CITY GLASS OF BLOOMINGTON, INC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND COMMERCIAL SERVICE OF BLOOMINGTON, INC

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Commercial Service of Bloomington, INC. ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace heating, ventilation, cooling components and plumbing at City park properties and facilities ("Services") at an hourly rate of Eighty Five Dollars (\$85.00) plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Fifty Six Dollars (\$156.00) plus supplies. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action (emergencies), may be billed at an emergency hourly rate of One Hundred Fifty Six Dollars (\$156) plus supplies.

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 Monday December 31, 2019, 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 the following individuals as the Department's Project Manager:

Daren Eads for TLRC; Aaron Craig for Golf Course; Chelsea Price or Don Foddril for Pools; and Hsiung Marler for Frank Southern Center.

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. Upon agreement with both parties this agreement may be extended for one year.

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 Dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Aaron Craig for Golf Course; Chelsea Price or Don Foddril for Pools; and Hsiung Marler for Frank Southern Center 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 as needed.

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

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

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

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

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department.

Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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.

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

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

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

Department: City of Bloomington, Attn: Daren Eads – TLRC, Aaron Craig – Golf Course, Chelsea Price and/or Don Fodrigill - Pools, Hsuing Marler- Frank Southern Center 401 N. Morton, Bloomington, IN 47402. **Contractor: Commercial Service of Bloomington, INC, P.O. Box 91, Bloomington, IN 47402-0091.** 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

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

Commercial Service of Bloomington, INC.

Signature

Name and Title

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 _____, 2018.

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 _____, 2018.

Commercial Service of Bloomington, INC.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND GOOLDY & SONS, INC

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Gooldy & Sons, INC. ("Consultant").

Article 1. Scope of Services Consultant will repair, adjust, and/or replace concession equipment/appliances at City park properties and facilities ("Services") at an hourly rate of Eighty Dollars (\$80.00) plus materials. Consultant shall provide the Services for a set price per hour Monday – Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Twenty Dollars (\$120.00) plus materials. Consultant may charge a Ten Dollar (\$10.00) trip fee in Monroe County. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate One Hundred Twenty Dollars (\$120.00) plus materials.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before Monday December 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Chelsea Price and/or Don Fodrill for Pools; and Hsuing Marler for Frank Southern Center as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

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

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

Article 4. Compensation The Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Chelsea Price and/or Don Fodrill for Pools; and Hsuing Marler for Frank Southern Center, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Consultant shall perform the Services as needed.

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$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. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: **Daren Eads for TLRC, Chelsea Price and/or Don Fodril for Pools and Hsuing Marler for Frank Southern Center, 401 N. Morton, Bloomington, IN 47402. Consultant: Gooldy & Sons INC, 926 West 17th St., Bloomington, IN 47404.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

Gooldy & Sons, INC.

Signature

Name of Signatory and Title

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 _____, 2018.

Gooldy & Sons, INC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND KOORSEN FIRE & SECURITY

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Koorsen Fire & Security. ("Contractor").

Article 1. Scope of Services Contractor will install, repair, serve and monitor fire and security alarms, and fire suppression services and components at City park properties and facilities (Services) at an hourly rate of Eighty Five Dollars (\$85.00) plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred and Fifty Six Dollars (\$156.00) plus supplies. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action (emergencies), may be billed at an emergency hourly rate of One Hundred and Fifty Six Dollars (\$156) plus supplies.

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 Monday December 31, 2019, 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 the following individuals as the Department's Project Manager:

Daren Eads for TLRC; Aaron Craig for Golf Course; Chelsea Price or Don Foddril for Pools; and Hsiung Marler for Frank Southern Center.

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. Upon agreement with both parties this agreement may be extended for one year.

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 Dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Aaron Craig for Golf Course; Chelsea Price or Don Foddril for Pools; and Hsiung Marler for Frank Southern Center 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 as needed.

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

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

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

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

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department.

Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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.

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

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

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

Department: City of Bloomington, Attn: Daren Eads – TLRC, Aaron Craig – Golf Course, Chelsea Price and/or Don Fodrigill - Pools, Hsuing Marler- Frank Southern Center 401 N. Morton, Bloomington, IN 47402. **Contractor:** Commercial Service of Bloomington, INC, P.O. Box 91, Bloomington, IN 47402-0091. 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

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

Koorsen Fire and Security

Name and Title

Signature

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 _____, 2018.

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 _____, 2018.

Commercial Service of Bloomington, INC.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND INDIANA DOOR & HARDWARE SPECIALTIES, INC

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Indiana Door & Hardware Specialties, Inc. ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace doors at City park properties and facilities ("Services") at an hourly rate of Seventy Five Dollars (\$75.00) for the first (1) hour and Sixty Dollars (\$60.00) for each additional hour, with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of Ninety Dollars (\$90.00) with a minimum of one (1) hour charge, plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of Ninety dollars (\$90.00) with a minimum of one (1) hour charge, plus materials.

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 Monday December 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Hsiung Marler and/or Dee Tuttle for Frank Southern Center, Hsiung Marler for Twin Lakes Sports Park, Dee Tuttle for Winslow Sports Park and Olcott Park, Chelsea Price for Pools, Aaron Craig for Golf Course 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. Upon agreement with both parties this agreement may be extended for one year.

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 Dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC, Hsiung Marler and/or Dee Tuttle for Frank Southern Center, Hsiung Marler for Twin Lakes Sports Park, Dee Tuttle for Winslow Sports Park and Olcott Park, Chelsea Price for Pools, Aaron Craig for Golf Course 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 as needed.

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

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

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

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

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

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

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.

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

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

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

Department: City of Bloomington, Attn: Daren Eads for TLRC, Hsiung Marler and/or Dee Tuttle for Frank Southern, Hsiung Marler for Twin Lakes Sports Park, Dee Tuttle for Winslow Sports Park and Olcott Park, Chelsea Price for Pools, Aaron Craig for Golf Course 401 N. Morton, Bloomington, IN 47402. **Contractor:** Indiana Door & Hardware Specialties, INC. P.O. box 278, Bloomington, IN 47402-0278. 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

Indiana Door & Hardware Specialties, INC

Philippa M. Guthrie, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Name of Signatory and Title

Paula McDevitt, Director

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 _____, 2018.

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 _____, 2018.

Indiana Door & Hardware Specialties, INC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND KELLER HEATING & AIR CONDITIONING, INC

This Agreement, entered into on this ____ day of _____, 20____, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Keller Heating & Air Conditioning, INC ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace heating and air conditioning units at park properties and facilities (Services) at an hourly rate of one hundred ten dollars (\$110.00), with a minimum of one (1) hour charge plus materials. Contractor shall provide the Services for a set price per hour Monday—Friday 7:00 a.m. to 6:00 p.m. and all other times for an afterhours hourly rate of one hundred Sixty Five Dollars (\$165.00) with a minimum of one (1) hour charge plus materials. 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, 2019 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Hsiung Marler for Frank Southern Ice Arena or Twin Lakes Sports Park, Aaron Craig for Golf Course, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center 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 Dollars (\$4000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler for Frank Southern Ice Arena or Twin Lakes Sports Park, Aaron Craig for Golf Course, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center at City of Bloomington, 401 N. Morton, Suite 250, Bloomington, IN 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 as needed.

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

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

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

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

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

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

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.

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

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

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

Department: City of Bloomington, Attn: Hsiung Marler for Frank Southern Ice Arena or Twin Lakes Sports Park, Aaron Craig for Golf Course, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Keller Heating & Air Conditioning, INC 318 North Rogers Street, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

KELLER HEATING & AIR CONDITIONING, INC

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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 _____, 2018.

Keller Heating & Air Conditioning, 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 _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND YOUNG PLUMBING & MECHANICAL, INC

This Agreement, entered into on this ____ day of _____, 20____, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Young Plumbing & Mechanical, INC ("Contractor").

Article 1. Scope of Services Contractor shall provide the Services: repair, adjust, and/or replace plumbing fixtures at park properties and facilities. All service calls include a one-time five dollar (\$5.00) truck fee charge on top of any hourly or quarter-hourly rates. During normal hours Monday—Friday 8:00 a.m. to 4:30 p.m. an hourly rate of ninety dollars (\$90.00) for a one-person job and one hundred fifty dollars (\$150.00) for a two-person job plus materials. After the first hour, a quarter-hourly (15 minute) rate applies of twenty two dollars and fifty cents (\$22.50) for a one-person job and thirty seven dollars and fifty cents (\$37.50) for a two-person job plus materials. For holidays and after hours service calls an hourly rate of one hundred thirty five dollars (\$135.00) for a one-person job and two hundred twenty five dollars (\$225.00) for a two-person job plus materials. After the first hour, a quarterly hour rate applies of thirty three dollars and seventy five cents (\$33.75) for a one-person job and fifty six dollars and twenty five cents (\$56.25) for a two-person job plus materials. 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, 2019 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Hsiung Marler for Frank Southern Ice Arena or Twin Lakes Sports Park, Aaron Craig for Golf Course, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center 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 dollars (\$4000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler for Frank Southern Ice Arena or Twin Lakes Sports Park, Aaron Craig for Golf Course, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center at City of Bloomington, 401 N. Morton, Suite 250, Bloomington, IN 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 as needed.

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

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

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

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

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

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

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.

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

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

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

Department: City of Bloomington, Attn: Hsiung Marler for Frank Southern Ice Arena or Twin Lakes Sports Park, Aaron Craig for Golf Course, Chelsea Price for Pools, Daren Eads for Twin Lakes Recreation Center, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Young Plumbing & Mechanical, INC 5161 North Old State Road 37, Bloomington, IN 47408. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 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

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

YOUNG PLUMBING & MECHANICAL, INC

Name of Signatory, Title

Signature

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 _____, 2018.

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 _____, 2018.

Young Plumbing & Mechanical, INC

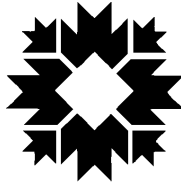
By: _____

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 _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-14
Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Administrator
FROM: Mark Sterner, General Manager, Twin Lakes Recreation Center
DATE: November 29, 2019
SUBJECT: MID-LEVEL SERVICE AGREEMENT WITH GILLES HOME SALES AND SERVICE

Recommendation

Staff recommends approval of this agreement.

Background

We are requesting to use Gilles Home Sales and Service for the preventative maintenance and repairs to the fitness and cardio equipment at the Twin Lakes Recreation Center. This is the first year that the TLRC is seeking approval with this company. Gilles Home Sales and Service will provide, at no charge, up to four additional service calls for the facility, outside the regular schedule of preventative maintenance visits, for repairs of equipment that is listed under the service agreement contract. After the fourth additional service call, labor for repairs will be billed at a discounted labor fee of \$50 per hour, plus travel. Factoring the cost of parts and labor after four additional service calls this service agreement is not to exceed \$5,000.

RESPECTFULLY SUBMITTED,

Mark Sterner
General Manager, Twin Lakes Recreation Center

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
GILLES HOME SALES AND SERVICES
FOR
MAINTENANCE AND REPAIR OF FITNESS EQUIPMENT**

This Agreement, entered into on this _____ day of December, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Gilles Home Sales and Service (“Consultant”),

WITNESSETH:

WHEREAS, the Department wishes to have routine maintenance and repair to fitness equipment; and

WHEREAS, the Department requires the services of a professional in order to maintain the equipment properly. (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the Department shall not unreasonably

withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department

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

Article 4. Compensation

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

Mark Sterner
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Consultant shall perform the Services by December 31, 2019. Time table for routine maintenance is scheduled quarterly. Additional repairs take place as needed.

Article 7. Termination

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all

finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a

U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

Article 24. Notices

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

Department:

Consultant:

City of Bloomington	
Attn: Mark Sterner	Gilles Home Sales and Service
401 N. Morton, Suite 250	4610 Suite B Covert Ave.
Bloomington, Indiana 47402	Evansville, IN 47714

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter

of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

GILLES HOME SALES AND SERVICES

Philippa M. Guthrie, Corporation Counsel

Cherelle Lampkins, Sales Rep.

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Gilles Home Sales & Service will perform general cleaning, a safety inspection, a series of maintenance checks of fitness equipment at the Twin Lakes Recreation Center, and any necessary adjustments and calibrations on each piece of exercise equipment itemized during the agreement period.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

- 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 _____, 2018.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Gilles Home Sales & Service

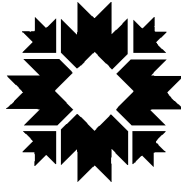
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-15
Date: 12/5/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Lee E Huss - Urban Forester
DATE: December 10, 2018
SUBJECT: CONSULTANT AGREEMENT WITH DAVEY RESOURCE GROUP

Recommendation

Staff recommends approval to utilize the services of Davey Resources Group to perform urban tree canopy assessment and street and downtown park tree inventory. This project will be funded from the General Fund accounts 200-18-1895300-53170 and 200-18-189500-53910

Background

This will be the fourth street tree inventory performed. The last was performed in 2008. This will be the first urban tree canopy assessment performed. This GIS mapping and analysis of land cover, ecosystem services and prioritized planting needs data will assist with the next five year (2020 – 2025) urban forestry management plan.

The street tree inventory and selected downtown parks will provide data on trees in the public area of the urban forest. This information will assist staff to perform management needs of the urban forest. Some data will be available for the public to view. This information is useful as a presentation on the state of the public's urban forest.

RESPECTFULLY SUBMITTED,

Lee E Huss
Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
DAVEY RESOURCE GROUP INC.
FOR
URBAN FOREST ASSESSMENT**

This Agreement, entered into on this ____ day of December, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Davey Resource Group, Inc. (“Consultant”),

WITNESSETH:

WHEREAS, the Department wishes to perform an urban forest assessment; and

WHEREAS, the Department requires the services of a professional consultant in order to perform the assessment (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Lee Huss as the Department’s Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant

To Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.[1]

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant’s performance. Upon notice to Consultant and

by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Consultant for all fees and expenses in an amount not to exceed One Hundred Twenty Five Thousand Two Hundred Fifty Dollars and zero cents (\$125,250.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Lee Huss
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all

finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or

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

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

Article 24. Notices

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

Department:

Consultant:

City of Bloomington	Davey Resource Group, Inc.
Attn: Lee Huss	Attn: Aren Flint
401 N. Morton, Suite 250	5641 West 73 rd Street
Bloomington, Indiana 47402	Indianapolis, IN 46278

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

sign an affidavit, attached hereto as Exhibit D, affirming that Consultant has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

DAVEY RESOURCE GROUP, INC.

Philippa M. Guthrie, Corporation Counsel

Aren Flint, Project Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:



Specification of Work: Bloomington, Indiana **Project: Urban Forest Assessment** **Date: 11/30/2018**

Client

Contact: Lee Huss, City Forester
Parks and Recreation
City of Bloomington
401 N Morton Street, Suite 250
Bloomington, IN 47402
O. 812-349-3716
M. 812-327-5251
E. hussl@bloomington.in.gov

Davey Resource Group, Inc. “DRG”

Contact: Aren Flint, Project Manager
5641 West 73rd Street
Indianapolis, IN 46278
M. 765-430-9020
E. aren.flint@davey.com

Project Scope of Work: **Fees and Schedule of Deliverables**

Deliverable	Comments	Estimated Delivery Date	Price
Urban Tree Canopy Assessment <i>Attachment A</i>	GIS mapping and analysis of land cover, ecosystem services, and prioritized planting need with close-out slides.	June 2019	\$15,650
	Historic canopy change assessment and analysis		\$9,500
	Socio-economic and demographic analysis		\$2,750
	Energy conservation and property value		\$1,500
	Tree canopy health assessment		\$1,250
	UTRACE calculator		\$750
	i-Tree Hydro pollution assessment		\$1,500
	Forest fragmentation		\$950
	Web-based Story Map		\$3,500

(Fees and Schedule Continued Next Page)

Deliverable	Comments	Estimated Delivery Date	Price
Tree Inventory <i>Attachments B & C</i>	Inventory of up to 13,000 trees and stumps along public streets.	June 2019	\$61,750 @ \$4.75/site
	Inventory of up to 1,000 trees and stumps within city parks, including: Peoples Park, Third Street Park, Seminary Park, and Bryan Park.		\$4,750 @ \$4.75/site
	Inventory of up to 3,800 planting sites along public streets.		\$8,398 @ \$2.21/site
TreeKeeper® <i>Attachment D</i>	Tree inventory data will be delivered in DRG's TreeKeeper® software.	June 2019	One free year subscription with inventory
	3-year Subscription Web Training Session	Renewal fee is locked at fees listed as long as the subscription does not lapse.	\$6,250/3 yrs \$400/session
Summary Reports <i>Attachment E</i>	Inventory - one bound color copy and one electronic PDF	June 2019	\$1,500
	Maintenance program budget table		\$500
	Urban Tree Canopy Assessment - one bound color copy and one electronic PDF	June 2019	\$2,000
Field Equipment	Procurement of two(2) cellular tablets similar to Apple iPad Air with 16GB and 10" screen with ruggedized case and screen protector similar to Griffin Survivor All-Terrain.	June 2019	\$1,000
	Additional tablets w/ case		\$500/unit
Presentation(s)	Two executive sessions providing a summary of findings for inventory and/or urban tree canopy assessment.	September, 2019	\$500
	One public presentation providing a summary of findings for inventory and/or urban tree canopy assessment.		\$500
	Additional presentations		\$500/presentation
PO # _____ (Not to Exceed, earmarked for TreeKeeper)			\$5,250.00
PO # _____ (Not to Exceed, earmarked for consultants)			\$120,000.00
Grand Total			\$125,250.00

EXHIBIT B

“Project Schedule”

See “Exhibit A” for schedule of services. All work to be completed by December 31, 2019.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

- 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 _____, 2018.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

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 _____, 2018.

Davey Resource Group, 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 _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____