



CITY OF BLOOMINGTON
Parks and Recreation

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, November 19, 2019 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 October 22, 2019
- A-2. Approval of Claims Submitted October 22, 2019 – November 18, 2019
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Declaration of Surplus - None

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Public Comment Period -
- B-2. Bravo Award - Anne & Kevin Clark, Pamela Davidson, Angela Wang (Sarah Owen)
- B-3. Parks Partner Award -
- B-4. Staff Introductions -

C. OTHER BUSINESS

- C-1. Review/Approval of 2020 Price Schedule (Division Directors)
- C-2. Review/Approval of Switchyard Park Grand Opening (8) services agreements (Becky Higgins)
- C-3. Review/Approval of service agreement addendum with Price Electric (John Turnbull)
- C-4. Review/Approval of contract with Steve's Roofing & Sheet Metal (Rebecca Jania)
- C-5. Review/Approval of Monroe County Public Library (Leslie Brinson)
- C-6. Review Approval of (7) services agreements - Sports Division (Daren Eads)
- C-7. Review/Approval of (9) services agreements – Operations Division (Barb Dunbar)
- C-8. Review/Approval of (2) service agreements with The Stables Events (Izzy's Rentals) (Barb Dunbar)
- C-9. Review/Approval of contract with Whiley Flooring (Amy Shrake)
- C-10. Review/Approval of contract Mader Design (Rebecca Jania)

D. REPORTS

- D-1. Operations Division - None
- D-2. Recreation Division - None
- D-3. Sports Division - None
- D-4. Administration Division - None

ADJOURNMENT



Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, October 22, 2019
4:00 p.m. – 5:30 p.m.

Council Chambers
401 N. Morton St.

CALL TO ORDER

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

Board Present: Kathleen Mills, Joseph Hoffmann and Lisa Thatcher

Staff Present: Paula McDevitt, Dave Williams, John Turnbull, Becky Higgins, Julie Ramey, Mark Marotz, Steve Cotter, Leslie Brinson, Kim Clapp, Sarah Mullin, Sarah Owen, Joanna Sparks, Jess Klein, Dee Tuttle, Erik Pearson, and Amy Shrake.

A. CONSENT CALENDAR

- A-1. Approval of Minutes of September 17, 2019 meeting
- A-2. Approval of Claims Submitted September 17, 2019 through October 21, 2019
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

Lisa Thatcher made a motion to approve the consent calendar. Joe Hoffmann seconded the motion. Kathleen Mills any public comments or questions, seeing none. Motion unanimously carried.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Appeal of Park Suspension - None

B-2. Public Comment Period - None

B-3. Bravo Award – Jim Manion & Tamara Loewenthal

Sarah Owen, Community Relations Coordinator the Department would like to recognize volunteers Jim Manion and Tamara Loewenthal with the October Bravo Award. Over the past several years, Jim and Tamara have given an exceptional amount of time serving as Garden Leaders, at Butler Park Community Gardens. They have been on site to open the tool shed, giving gardeners access to the necessary equipment for gardening. This important effort reduces barriers to urban gardening and the slow food movement. Jim's and Tamara's commitment to our Community Gardening Program is greatly appreciated by the Department, and we are proud to recognize them with this month's Bravo Award. Sarah Owen invited Jim Manion to the podium.

Jim Manion approached the podium. Jim thanked the Board for the award and recognition. This is something he loves to do, and there are many benefits in being involved in a community garden. This will be his last year as a garden

volunteer, as he now has room at his home for garden space. Being involved in gardening is a great way to meet people. He estimates he has grown, and taken home over a ton of food. He believes there is nothing better than organic fresh food, and that gardening has great therapeutic value. He encourages anybody to get involved in this program, and grow their own food. It is a great way to engage with other likeminded people, and recommends to step up and help out.

B-4. Parks Partner Award - None

B-5. Staff Introduction - None

B-6 Staff Recognition – None

C. OTHER BUSINESS

C-1. Review/Approval of Partnership Agreement with IU Center for Veteran and Military Students

Jess Klein, Health & Wellness Coordinator the Department wishes to provide the community with an all-inclusive Veterans Day event. BPRD and the Indiana University Center for Veteran and Military Students (IU CVMS) would like to cooperate in the provision of a community event called the Veterans Day Ruck n' Roll, featuring a 5K course for people of all abilities. The goal of this event is to provide an opportunity for the Bloomington community, specifically military members and their families, to participate in a fun, inclusive, and accessible Veterans Day event. Staff recommends approval of this partnership.

Lisa Thatcher motioned to approve the partnership with IU Center for Veteran and Military Students. *Joe Hoffmann* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

C-2 Review/Approval Of 2020 Non-Reverting Parks 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.

Paula McDevitt presented the 2020 Non-Reverting Budget.

Category 1: Personnel request is \$635,254– Increase of \$127,924 (25%)

- Increase in regular full-time wages - \$14,778
 - Two regular full time positions are funded 50% in NR including the FT employee cost of living increases
- Increase in corresponding wages in line above
 - FICA
 - PERF
 - Health/Life Insurance
- Increase in seasonal wages - \$102,773
 - Year two implementation of living wage rates for all seasonal employees. Seasonal wages range from \$13.26-\$15.15/hour.

Category 2: Supplies request is \$443,021– Increase of \$126,186 (40%)

- Line 222 – Agricultural Supplies – Golf Services
- Line 231 – Building Materials and Supplies
- Line 233 – Concessions

Category 3: Other Services & Charges request is \$1,145,208– Increase of \$124,693 (12%)

- Line 384 – Lease payment for solar panels
- Line 394 – Temporary contractual employees

Total revenue request \$2,223,483, an increase \$378,803 (21%)

Projected revenue of \$2,391,417, projected expenses of \$2,223,483, with a projected remaining balance of \$167,933.

Kathleen Mills inquired if the increase in category 2 was related to the new clubhouse at Cascades Golf Course.

Paula McDevitt responded, this is only for annual agricultural supplies.

Lisa Thatcher motioned to approve the 2020 Non-Reverting Parks Budget. Joe Hoffmann seconded the motion. Kathleen Mills any public comments or questions, seeing none. The motion was unanimously carried.

C-3 Review/Approval of Partnership with Bloomington Blades Youth Hockey Association

Dee Tuttle, Sports Facility/Program Manager the Department wishes to provide an opportunity for the Bloomington community to participate in a diverse competitive youth hockey program for ages of 7 to 12 years old. This Agreement outlines a program partnership which will provide a hockey program designed to develop skills and provide competition, not otherwise available for the Bloomington community. Staff recommends the approval of this Partnership with Bloomington Blades Youth Hockey Association. Dee Tuttle invited Jay Freund, BBYHA President to the podium.

Jay Freund approached the podium. BBYHA works in conjunction, and in collaboration with USA Hockey. A lot of science has gone into their age development models. Many of the BBYHA coaches have gone through extensive training to work within these models. BBYHA is a volunteer organization and governed association. BBYHA works very closely with the Parks Department, and is extremely supportive of their work. PBRD has been very accommodating to the needs of BBYHA. BBYHA looks forward to continuing this relationship.

Lisa Thatcher motioned to approve the partnership with Bloomington Blades Youth Hockey Association. Joe Hoffmann seconded the motion. Kathleen Mills any public comments or questions, seeing none. The motion was unanimously carried.

C-4 Review/Approval of Partnership with Bloomington Blades High School Hockey Association

Dee Tuttle, Sports Facility/Program Manager the Department wishes to provide an opportunity for the Bloomington community to participate in a diverse competitive high school hockey program. This Agreement outlines a program partnership which will provide a hockey program designed to develop skills and provide competition, not otherwise available for the Bloomington community. Staff recommends the approval of this partnership with Bloomington Blades High School Hockey Association. Dee Tuttle invited Allan Strieb, BBHSH President to the podium.

Allan Strieb approached the podium. There is a continuity of building this sport up from the entry level all the way through high school. Hockey in Bloomington is not one of the most popular sports. There is a perception that it is a rough and contact sport. That is really not the case with the modern game. There is a lot of emphasis in the current coaches training, in how to play properly without the physical contact which can lead to injury. That is the emphasis these days, and hope that will open the eyes of the families that may be interested in the sport, but are afraid of the contact. Frank Southern staff has been great to work with, from the leadership to the weekend staffing. BBHSH looks forward to continuing this relationship.

Lisa Thatcher motioned to approve the partnership with Bloomington Blades High School Hockey Association. Joe Hoffmann seconded the motion. Kathleen Mills any public comments or questions, seeing none. The motion was unanimously carried.

C-5 Review/Approval of Partnership with Figure Skating Club

Dee Tuttle, Sports Facility/Program Manager the Department wishes to provide an opportunity for the Bloomington community to participate in a diverse figure skating program. This Agreement outlines a program partnership which will provide an affordable and effective figure skating program, not otherwise available to the Bloomington community. The program will be designed to introduce beginner participants to the sport, as well as for skill advancement. Staff recommends the approval of this Agreement with Bloomington Figure Skating Club. Dee Tuttle invited Stephanie Jachim, BFSC President to the podium.

Stephanie Jachim approached the podium, BFSC uses the ice four days a week. It is entirely a volunteer ran program, a not-for-profit organization. BFSC arranges the skating sessions, and connect skaters with their private coaches. The club

does pay BPRD for the ice time and have regular punch card sessions throughout the year. The Club helps BPRD with two annual programs, Skate and Scare and Skate with Santa. The club gets out on the ice and helps out the little ones. BFSC typically participates in multiple competitions during the year. It's great to have this partnership with BPRD and Frank Southern Ice Arena.

Lisa Thatcher inquired to the age the program starts at.

Stephanie Jachim responded it is the continuation of the Learn to Skate program. The youngest are seven years old and goes all the way to seniors in high school. Coaches are college age level. IU Skating Club is used for the coaches.

Lisa Thatcher motioned to approve the partnership with Figure Skating Club. *Joe Hoffmann* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

C-6 Review/Approval of Contract with West Concrete

Dee Tuttle, Sports Facility/Program Manager the Department wishes to reduce infield material erosion at Winslow Sports Complex. The Department requires the services of a professional contractor to install concrete curbing behind team dugouts, backstop areas, and along perimeters of ballfields. Staff recommends approval of this contract with West Concrete in an amount not to exceed \$44,600. Funding for this project is from General Obligation Bond 977-18-18016C-54510 Project 977 2019f.

Lisa Thatcher motioned to approve the contract with West Concrete. *Joe Hoffmann* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

C-7 Review/Approval of Contract Addendum with Lambert Consulting

Julie Ramey, Community Relations Manager on March 21, 2019 the Department entered into a contract with Lambert Consulting to manage the Facebook social media channel for Cascades Golf Course. The original agreement was to terminate on October 31, 2019. The Department wishes to extend the schedule of the contract through December 31, 2019. Both parties mutually agree to the changes. Staff recommends to extend this contract in the amount not to exceed \$600. Funding for this project will be from Community Relations General Fund.

Kathleen Mills inquired if the Department anticipates continuing on the contract, or if the contract will end after the clubhouse is opened and people are aware of what is offered.

Julie Ramey responded we have enjoyed working with Lambert Consulting and learning from them. I don't want to stop managing or working on social media. Whether Lambert Consulting is part of that and in what capacity, we are not sure of for 2020. We are not against having them continue on with the same scope of work. There has been an increase in engagement.

Lisa Thatcher motioned to approve the contract addendum with Lambert Consulting. *Joe Hoffmann* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

C-8 Review/Approval of Service Agreement with Harrell-Fish Inc. for Frank Southern Center

John Turnbull, Division Director Sports, the Department wishes to manage emergency and/or standard repairs, services and maintenance, while meeting all public work project requirements. The Department requires the services of a qualified vendor to provide routine/emergency repair, routine/emergency maintenance at Frank Southern Center. Staff recommends the approval of service agreement with Harrell Fish, Inc. not to exceed \$4,999. Funding is from Franks Southern Centers General Fund.

Lisa Thatcher motioned to approve the contract with Harrell-Fish Inc. for Frank Southern Center. *Joe Hoffmann* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

C-9 Review/Approval of Contract Addendum with Harrell-Fish Inc. for Banneker Community Center

Erik Pearson, Banneker Center Program/Facility Coordinator on November 27, 2018 the Department entered into a contract with Harrell-Fish Inc. (HFI), to provide maintenance services to Banneker Community Center and Alison

Jukebox. The original agreement was not to exceed \$3030. Due to unforeseen repairs, the Department wishes to increase the agreement \$1,000, for a total of \$4030. Both parties mutually agree to these changes.

Lisa Thatcher motioned to approve the contract addendum with Harrell-Fish Inc. for Banneker Community Center. *Joe Hoffmann* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

C-10 Review/Approval of Contract with Bluestone Tree, LLC

Dave Williams, Operations Director the Department wishes to remove hazardous public trees. The Department requires the services of a professional contractor to remove ten dead or hazardous trees at the following locations: one silver maple at 514 S Woodlawn Ave, two sugar maples at 2230 S. Brown Ave., two silver maples at 2507 S. Bryan St., one sugar maple at 1113 N. Indiana Ave, and 4 ash trees at 305 W 16th St. Staff recommends approval of this contract with Bluestone Tree in an amount not to exceed \$20,000. Funding is from Urban Forestry General Fund.

Lisa Thatcher motioned to approve the contract with Bluestone Tree, LLC. *Joe Hoffmann* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

C-11 Review/Approval of Contract with J.R. Ellington Tree Experts

Dave Williams, Operations Director the Department wishes to remove 5 hazardous public trees. The Department requires the services of a professional contractor to remove 5 hazardous or dead trees at the following locations: two ash trees at Winslow Sports Complex, 1 ash tree at Blue Ridge/Grippy Lake Nature Preserve area, and two ash trees at Lindbergh/12th/15th St. Staff recommends approval of this contract with J.R. Ellington in an amount not to exceed \$8,600. Funding is through Urban Forestry General Fund.

Lisa Thatcher motioned to approve the contract with J.R. Ellington Tree Experts, LLC. *Joe Hoffmann* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

C-12 Review/Approval of Contract with Newsome Carriage Rides for Holiday Market

Leslie Brinson, Community Events, the Department wishes to offer affordable carriage rides to the community at the Holiday Market. The Department is in need of a vendor to provide two horse-drawn carriages for five hours of carriage rides on Saturday, November 30th. Staff recommends the approval of this contract with Newsom's Carriage & Sleigh in an amount not to exceed \$1,300. Funding is through Community Events General Fund. There has been a slight change in the route.

Lisa Thatcher motioned to approve the contract with Newsome Carriage Rides. *Joe Hoffmann* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

C-13 Review/Approval of Contract Addendums with Green Dragon Mowing

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 2020 season. Staff recommends the approval of contract addendum with Green Dragon Lawn Care. All fees and expenses are not to exceed \$60,450. Funding is through Operations General Fund.

The Department requires the services of a professional consultant to provide mowing services at 13 additional locations throughout the 2020 season. Staff recommends the approval of contract addendum with Green Dragon Lawn Care. All fees and expenses are not to exceed \$51,610. Funding is through Operations General Fund.

Lisa Thatcher motioned to approve the contract addendums with Green Dragon Mowing. *Joe Hoffmann* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

C-14 Review/Approval of Contract with Bruce Wilds Security

Steve Cotter, Natural Resource Manager the Department wishes to secure designated areas of Griffy Lake Nature Preserve during the Griffy Lake Nature Preserve Community Hunting Access Program hunt. The Department requires the services of a professional consultant to provide security during the project, patrolling the perimeter of the park during the hunt and informing the public of the park closure. Staff recommends approval of this contract with Bruce

Wilds Security in the amount not to exceed \$4,900. Funding is through Natural Resources Non-Reverting Fund.

Lisa Thatcher motioned to approve the contract with Bruce Wilds Security. *Joe Hoffmann* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

C-15 Review/Approval of Contract with DEEM, LLC

John Turnbull, Division Director Sports the Department wishes to manage emergency and/or standard repairs, services and maintenance, while meeting all public work project requirements. The Department requires the services of a qualified vendor to provide routine/emergency repair, routine/emergency maintenance at Frank Southern Center. Staff recommends the approval of service agreement with DEEM Inc. not to exceed \$4,000. Funding is from Franks Southern Centers General Fund.

Lisa Thatcher motioned to approve the contract with DEEM, LLC. *Joe Hoffmann* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

C-16 Review/Approval of Contract with Precision Quality Contracting

John Turnbull, Division Director Sports the Department wishes to install network cabling at the Cascades Clubhouse. The Department requires the services of a professional contractor to connect the new clubhouse building to network wiring per the architectural drawings and the City of Bloomington Information Technology Services specifications. Staff recommends approval of this contract with Precision Quality Contracting. Funding is through the General Obligation bond 977-18-18016A-54510 Project code 977 2017c.

Lisa Thatcher motioned to approve the contract with Precision Quality Contracting. *Joe Hoffmann* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

C-17 Review of the 2020 Price Schedule

John Turnbull, Division Director Sports approached the podium, and presented 2020 price changes for Sports Division Adult Sports – League Registrations, Tournaments, Tennis

Changes include:

Under League Registrations/Tournaments/Tennis

- Delete Flag Football – Team Fee
- Delete Flag Football – Individual Fee

Adult Sports/Youth Sports – Field Rentals, Player Fees, and Concessions

Changes include:

Under Field Rental/Player Fees

- Change wording from “Olcott Park – one time lining” to “Olcott Park – requested lining”

Franks Southern Ice Arena – User Fees, Facility Rental, Programs, Classes, Special Events

Changes include:

Under User Fees/Facility Rental

- Increase rink rental prime time from \$205 to \$230
- Increase rink rental non-prime time from \$195 to \$220

Under Programs/Classes Special Events

- Increase Hockey Initiation – from \$50 to \$55 In City / from \$55 to \$60 Out of City
- Increase Youth Hockey Cubs – from \$170 to \$175 In City / from \$185 to \$190 Out of City

Golf Services – Green Fees, Season Passes, Facility Rental, Programs, Classes, and Special Events

Changes include:

Under Green Fees/Season Passes/Other

- Increase Range Balls per bucket – large from \$5 to \$6 / small from \$3 to \$4
- Increase 20 Bucket Range Ball Pass – from \$80 to \$100

Under Clubhouse Rental, Programs, Classes, Special Events

- Add Banquet Room per day, any day of the week \$400

- Add Banquet Room per hour, and day of the week \$50
- Add Banquet Room per day, with golf outing \$100
- Add Conference Room per day, any day of the week \$150
- Add Conference Room per hour, and day of the week \$25

Becky Higgins, Division Director Recreation approached the podium, and presented 2020 price changes for Recreation Division.

Community Events – April/November Farmers’ Market

Changes include:

Under November Farmers’ Market

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

Community Events – Saturday Farmers’ Market May/October, Tuesday Farmers’ Market

Changes include:

Under Tuesday Farmers’ Market

- Changed from “Tuesday Farmers’ Market” to “Weekday Farmers’ Market”
- Increased space from \$119 (\$7 per day) to \$180 (\$10 per day)
- Increased senior or youth space from \$85 (\$5 per day) to \$126.00 (\$7 per day)
- Increase unreserved space from \$7 per day to \$10 per day
- Increased unreserved senior or youth space from \$5 per day to \$7 per day

Under Miscellaneous

- Change from “Homegrown Indiana Farm Tour” to “Registration for Farm Programming”
- Changed all prepared food vendors from “\$10 - \$499 +10% gross proceeds” to “10% gross proceeds.”

Community Events – Gardens, Stage Rental, Programs, Classes, Special Events, A Fair of the Arts.

Changes include:

Under Gardens

- Increased Rev. Butler Park Gardens small plots from \$33 to \$37 In City / from \$38 to \$44 Out of City.
- Increased Rev. Butler Park Gardens raised beds from \$33 to \$37 In City / from \$38 to \$44 Out of City.
- Add Switchyard Park Gardens – raised beds \$37 In City and \$44 Out of City
- Add Switchyard Park garden clearing fee \$30 - \$60

Under Waldron, Hill, and Buskirk Park Stage Rental

- Changed to “Stage Rentals”
- Add lines Switchyard Park Stage Rental to see page #16

Under A Fair of the Arts 2nd Saturday of Month May-October

- Increase booth space from \$55 to \$60

Add Switchyard Park Price Page

No changes to prices approved at the June 2019 Park Board meeting

Gardens were added to page 10

Shelters were added to page 15

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

Changes include:

Under Program /Classes Special Events

- Increase Kid City Original from \$170 to \$175 In City / from \$175 to \$180 Out of City

- Increased Kid City Quest from \$160 to \$165 In City / from \$165 to \$170 Out of City
- Increase CIT program from \$170 to \$175 In City / from \$175 to \$180 Out of City
- Increase Kid City Break Days per day range - from \$35 - \$45 to \$40 - \$45 In City / from \$35 - \$50 to \$40 - \$50 Out of City

Dave Williams, Division Director Operations approached the podium, and presented 2020 price changes for Operations.

Cemetery Services – Lot Sales, Inurnment, Interment, and Disinterment

Changes include:

Under Rose Hill Cemetery and Mausoleum

- Increased Cremation Lots-per space in Section H from \$550 to \$600 In City / from \$675 to \$725 Out of City
- Increased Mausoleum Interment/Disinterment Monday through Friday from \$575 to \$600 increased additional fee from \$150 to \$175 if arriving after 2 pm.
- Add to Mausoleum Interment/Disinterment Saturday additional fee of \$175 if arriving after 2 pm.
- Increased Mausoleum Inurnment/Disinurnment Monday through Friday from \$425 to \$450 and increased additional fee from \$150 to \$175 if arriving after 2 pm.
- Add to Mausoleum Inurnment/Disinurnment Saturday additional fee of \$175 if arriving after 2 pm.

Under White Oak Cemetery

- Increases full size individual lots from \$700 to \$750 In City / from \$850 to \$900 Out of City.

Under Rose Hill and White Oak Cemetery

- Increased Interment/Disinterment Monday through Friday from \$700 to \$750 and increased additional fee from \$250 to \$300 if arriving after 2 pm.
- Add to Interment/Disinterment Saturday additional fee of \$300 if arriving after 2 pm.
- Increased Inurnment/Disinurnment Monday through Saturday from \$425 to \$450 and increased additional fee from \$150 to \$175 if arriving after 2 pm.
- Added to Inurnment/Disinurnment Saturday additional fee of \$175 if arriving after 2 pm.

Natural Resources

Changes include:

Under Launch Permits

- Increase Annual permit from \$70 to \$80
- Increase 2nd Annual permit from \$10 to \$20
- Increase Daily permit from \$7 to \$8

Under Canoe/Boat rental

- Add line for late fee (all boats returned after closing hours) \$20

Under Misc.

- Add line for replacement fee (lost, stolen, damaged items – such as life jackets and paddles) \$50

Operations Services – Shelter Rentals

Under Shelter Rental

- Add Switchyard Park large picnic shelter weekdays M-F \$75
- Add Switchyard park large picnic shelter weekends & holidays \$90

Julie Ramey, Community Relations Manager approached the podium, and presented 2020 price changes for Community Relations.

Miscellaneous Items

Changes include:

Under Non-Reverting Fund Miscellaneous

- Add advertising \$400 - \$30,000
- Add sponsorship \$100 - \$5,000

D REPORTS

D-1 Operations

Griffy Lake Nature Preserve Vegetation Study Update

Steve Cotter, Natural Resource Manager approached the podium, and introduced Kevin Tunesvick, Eco Logic Botanist.

Kevin Tunesvick approached the podium and highlighted 2019 findings.

Griffy Lake harbors excellent diversity

- Around 570 species of vascular plants were documented during 2019 surveys including 50 native species new to the park.
- Provides habitat for an abundance of birds, reptiles and amphibians, and small mammals

Threats to Griffy Lake

- Overpopulation of deer which threatens plant communities and is a public health threat due to tick-borne diseases
- Invasive plants displacing native plant communities
- Fire suppression causing a shift to less diverse plant communities
- Climate change altering plant communities

Deer Effects on Plant Communities

- Deer selectively browse certain favored plants, threatening their existence in the park
- A browse line is evident on favored plants throughout the park
- Deer spread invasive herbaceous plants such as garlic mustard and Japanese stilt grass by carrying seed on their hooves and creating a seed bed with the soil disturbance along their paths

Deer and Ticks

- Deer are an important host for the life cycle of all Indiana tick species
- Ticks transmit a variety of diseases in Indiana
- Deer are the preferred host for the adult black-legged or deer tick that transmits Lyme disease
- Lone star ticks transmit a sugar molecule call alpha-gal into the body. Alpha-gal triggers an immune system reaction that later produce mild to severe allergic reactions following the consumption of red meat

Developing the Potential of Griffy Park

- Well-designed and professionally constructed trail around the lake
- Commitment to sustained deer harvest and vegetation monitoring
- Map and develop a plan with a budget to tackle invasive plant species
- Develop a prescribed fire plan and burn units for communities whose diversity depends on the disturbance provide by fire
- Develop a protocol to monitor plant communities for long term changes resulting from climate change

Griffy Lake Aquatic Vegetation Management Update

Rebecca Jania, Natural Resource Coordinator approached the podium, and introduced Leif Willey, Lake and Special Project Supervisor with Aquatic Control, Inc.

Leif Willey approached the podium and presented 2019 highlights.

LARE Review

State funds received from boat registration fees

Administered by IDNR/DFW/Lake & River Enhancement Program (LARE)

Funding for control of invasive aquatic plants, sampling, and plan update

- Traditional grant requires 20% sponsor match (Bloomington receives this level for Invasive species control at Griffy Lake)
- Maintenance grants require 50% sponsor match
- Received \$11,600 for treatment of EWM and AVMP update this year

Aquatic Plant Ecology Review

Most aquatic plants occur naturally in lakes

- Sunlight

- Proper Substrate
- Nutrients

Most aquatic plants are beneficial to your lake

- Reduce erosion
- Cover for fish and invertebrates
- Improve water quality/clarity
- Food for waterfowl

Some species can lead to nuisance conditions or create ecological problems

Eurasian watermilfoil (EWM) *Myriophyllum spicatum*

Invasive non-native submersed plant

Competes with native species for space and light

- Grows up to 13.5 inches per day

Spreads through fragmentation

Can be detrimental to ecosystem

- No value as food source
- Out-compete native vegetation
- Decreases forage space of predatory fish (musky, LMB)

Griffy Lake Plant Management History

Milfoil weevils stocked in early 2000's

Brazilian elodea eradication treatments 2006 & 2007

- Signage posted at ramp
- Education effort

Curlyleaf pondweed treatments in 2008

Eurasian watermilfoil treatments in 2009

Dredging and lake lowering 2010

- No EWM treatments 2010-2015
- EWM treatments resumed 2016-present
 - Limited to use of Navigate granular 2,4-D

2019 activities

Spring Survey (May 13)

- 23 acres EWM
- Approval for use of new herbicide (ProcellaCOR)
 - EPA reduced risk classification
 - Greatly reduced application rates and amount of product
 - 2016-2018 applied 2,100 lbs. Navigate (400 lbs. active ingredient)
 - Results were less than ideal (8-22% frequency of occurrence EWM in Late summer survey)
 - 2019 applied 185 PDU (4.6 gallons) ProcellaCOR (0.96 lbs. active ingredient)
 - Excellent results (4% occurrence of EWM by late summer)

Summer Tier 2 survey

- Completed July 29
- EWM coverage estimated 0.3 acres, 4% frequency of occurrence (<10% is goal)
- Coontail was most common native (38%)
- Secchi of 4.5'
 - Much lower than normal
 - Algae bloom

Recommended future Actions

Continue with surveys

- Invasive survey spring & summer (potentially LARE funded)

- Summer survey 1 month after treatment
- Tier 2 late summer (potentially LARE funded)

Spring invasive EWM treatment with selective/systemic EPA approved aquatic herbicide

- Earlier treatment helps selectivity
- Cost/acre will be similar, but acreage should be reduced

Continue with public meetings and plan updates (potentially LARE funded)

Continue to work to improve shoreline stabilization and watershed improvements (potentially LARE funded)

Monitor boats entering and leaving lake

Remaining LARE Program Steps

Permit meeting with LARE/permit biologist?

- Done over email in the past

Draft Aquatic Vegetation Management Plan due Nov. 15

Submit grant application by Jan 15

Submit permit application by Feb. 1

LARE awards grants in late Feb/early March

Send out bid requests in March

Decide on contractor by late March/early April

D-2. Recreation Division

Kid City Summer Program Report

Amy Shrake, Program/Facility Coordinator approached the podium and presented Kid City Summer Program Report.

General Information

- Kid City is accredited by the American Camp Association and started in 1993.
- Currently serving a maximum of 91 campers per weekly session in grades K-10
- Operates out of the Allison-Jukebox building.
- Kid City partners with Ivy Tech summer programs providing half day recreation to an additional 30 campers maximum.
- It continues to evolve and thrive in a competitive camp market.

The numbers

Kid City Original serves grades K-4

	<u>2017</u>	<u>2018</u>	<u>2019</u>
• Total Participations -	373	437	458
• Average Per Week -	42	49	51
• Unique Campers -	121	123	143

Kid city Quest serves grades 5-7

	<u>2017</u>	<u>2018</u>	<u>2019</u>
• Total Participations -	196	245	218
• Average Per Week -	22	27	25
• Unique Campers -	60	74	63

Ivy Arts – Serves K-6 in 4 two week sessions

	<u>2017</u>	<u>2018</u>	<u>2019</u>
• Total Participations -	52	61	72
• Average Per Week -	7	8	9
• Unique Campers –	39	53	62

College for Kids – Serves ages 11-15 in 4 one week sessions

	<u>2017</u>	<u>2018</u>	<u>2019</u>
• Total Participations -	28	17	13
• Average Per Week -	7	4	3

Banneker Community Center Summer Program Report

Erik Pearson, Banneker Center Program/Facility Coordinator approached the podium and presented the Banneker Community Center Summer program report.

Banneker Camp

- The Banneker Center has offered the Summer Food Service Program (SFSP) for 17 years
- SFSP is a Department of Education program that provides nutritious meals when the National School Lunch program is not in service
- The Indiana Department of Education reimburses organizations that prepare and serve meals to eligible children
- Banneker serves meals on-site, and provides daily programming for 80+ K-6th grade participants Monday-Friday in June and July
- Registration is \$2/per day
- Of the 160+ participants registered, 84% qualified for free/reduced lunch within MCCSC

Banneker Camp Objectives

- Safety -Our number one objective is to do everything possible to ensure the well-being and safety of each participant.
- Provide a fun, recreational environment for all -Create opportunities for participants to enjoy their experience through a variety of activities focused on fun
- Skill Acquisition/Academic Retention - Provide opportunities for each participant to develop new skills, be exposed to educational environments to aid in academic retention, and experience new things.

Community Partners/Clubs

- GOAL-IU Health
- History Club-Monroe County History Center
- Nature Club-Rebecca Jania
- Ceramics Club-Andrew Hiddleston
- Healthy Cooking Club-Nada Diallo/Tiasia Garner
- Yoga Club-Jess Klein
- Fit Club-Jess Klein
- Arts/Crafts Club-The Warehouse
- Monroe County Public Library-Summer reading program, library field trips
- Mother Hubbard's Cupboard

Field Trips

- Parks:
 - RCA Park
 - Olcott Park
 - Cascades Park
 - Butler Park
- Monroe County Public Library
- Sculpture Trail
- Mother Hubbard's Cupboard
- Marble Hill Farm
- Leonard Springs
- Griffy Lake Nature Preserve
- TLRC
- The Warehouse

The 2019 numbers

- Yearly participation attendance – 2982 (increase from previous years)
- Total number of individual participants – 162 (increase from previous years)
- Registered schools – 18 (increase from previous years)
- Total meals served – 4964 (increase from previous years)
- Total meal reimbursement \$16,984 (increase from previous years)

D-3 Operations Division – No Report

D-4 Administration – No Report

Paula McDevitt, Director next Board of Park Commissioners meeting will be held Tuesday, November 19, 2019.

ADJOURNMENT

Meeting adjourned at 5:32 p.m.

Respectfully Submitted,

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

Kim Clapp

Secretary Board of Park Commissioners



Board of Parks & Recreation Claim Register-Sales

Tax for Sept 2019

Invoice Date Range 10/17/19 - 10/17/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	.00
Account 43220 - Facility Rentals Totals										\$0.00
Invoice Transactions 1										
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	.00
Account 43260 - Equipment Rentals Totals										\$0.00
Invoice Transactions 1										
Program 183500 - Golf Services										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	.00
Account 43220 - Facility Rentals Totals										\$0.00
Invoice Transactions 1										
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	2,051.83
Account 43260 - Equipment Rentals Totals										\$2,051.83
Invoice Transactions 1										
Account 43380 - Other Services										
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	538.55
Account 43380 - Other Services Totals										\$538.55
Invoice Transactions 1										
Account 47110 - Miscellaneous										
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	7.81
Account 47110 - Miscellaneous Totals										\$7.81
Invoice Transactions 1										
Program 183500 - Golf Services Totals										
Invoice Transactions 4										\$2,598.19
Program 187208 - Youth Sports-Olcott										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	46.85
Account 43220 - Facility Rentals Totals										\$46.85
Invoice Transactions 1										
Program 187208 - Youth Sports-Olcott Totals										
Invoice Transactions 1										\$46.85
Department 18 - Parks & Recreation Totals										
Invoice Transactions 7										\$2,645.04
Fund 200 - Parks and Recreation Gen (\$1301) Totals										
Invoice Transactions 7										\$2,645.04
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182006 - Aquatics - Pool Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	9.63
Account 43290 - Concessions Totals										\$9.63
Invoice Transactions 1										
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	6.52
204 - State Of Indiana	Sept 2019 F/Btax	18-Sept 2019 F/B Tax	Paid by EFT # 31794		10/17/2019	10/17/2019	10/17/2019		10/17/2019	.93
Account 43295 - Concessions FB Tax Totals										\$7.45
Invoice Transactions 2										
Program 182006 - Aquatics - Pool Concessions Totals										
Invoice Transactions 3										\$17.08
Program 183500 - Golf Services										
Account 43290 - Concessions										
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	484.06
Account 43290 - Concessions Totals										\$484.06
Invoice Transactions 1										
Program 183501 - Golf Course - Pro Shop										
Account 43340 - Pro Shop Sales										
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	366.84
Account 43340 - Pro Shop Sales Totals										\$366.84
Invoice Transactions 1										
Program 183501 - Golf Course - Pro Shop Totals										
Invoice Transactions 1										\$366.84
Program 184000 - Natural Resources										
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	501.95
Account 43260 - Equipment Rentals Totals										\$501.95
Invoice Transactions 1										
Program 184000 - Natural Resources Totals										
Invoice Transactions 1										\$501.95
Program 184500 - Youth Services -Juke Box										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	60.65
Account 43220 - Facility Rentals Totals										\$60.65
Invoice Transactions 1										
Program 184500 - Youth Services -Juke Box Totals										
Invoice Transactions 1										\$60.65
Program 185000 - Twin Lakes Recreation Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	410.97
Account 43220 - Facility Rentals Totals										\$410.97
Invoice Transactions 1										



Board of Parks & Recreation Claim Register-Sales

Tax for Sept 2019

Invoice Date Range 10/17/19 - 10/17/19

Program 185000 - Twin Lakes Recreation Center Totals				Invoice Transactions 1				\$410.97
Program 185006 - TLRC-Concessions								
Account 43290 - Concessions								
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793	10/17/2019	10/17/2019	10/17/2019	10/17/2019	65.64
Account 43290 - Concessions Totals				Invoice Transactions 1				\$65.64
Account 43300 - Vending								
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793	10/17/2019	10/17/2019	10/17/2019	10/17/2019	8.74
Account 43300 - Vending Totals				Invoice Transactions 1				\$8.74
Program 185006 - TLRC-Concessions Totals				Invoice Transactions 2				\$74.38
Program 186503 - Community Events-Farmers' Market								
Account 43370 - Other Sales								
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793	10/17/2019	10/17/2019	10/17/2019	10/17/2019	45.43
Account 43370 - Other Sales Totals				Invoice Transactions 1				\$45.43
Program 186503 - Community Events-Farmers' Market Totals				Invoice Transactions 1				\$45.43
Program 187001 - Adult Sports-Softball								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793	10/17/2019	10/17/2019	10/17/2019	10/17/2019	56.61
Account 43220 - Facility Rentals Totals				Invoice Transactions 1				\$56.61
Program 187001 - Adult Sports-Softball Totals				Invoice Transactions 1				\$56.61
Program 187006 - Adult Sports-Concessions								
Account 43290 - Concessions								
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793	10/17/2019	10/17/2019	10/17/2019	10/17/2019	113.23
Account 43290 - Concessions Totals				Invoice Transactions 1				\$113.23
Account 43295 - Concessions FB Tax								
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793	10/17/2019	10/17/2019	10/17/2019	10/17/2019	44.03
204 - State Of Indiana	Sept 2019 F/Btax	18-Sept 2019 F/B Tax	Paid by EFT # 31794	10/17/2019	10/17/2019	10/17/2019	10/17/2019	6.28
Account 43295 - Concessions FB Tax Totals				Invoice Transactions 2				\$50.31
Program 187006 - Adult Sports-Concessions Totals				Invoice Transactions 3				\$163.54
Program 189003 - Operations-Open Shelters								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793	10/17/2019	10/17/2019	10/17/2019	10/17/2019	231.48
Account 43220 - Facility Rentals Totals				Invoice Transactions 1				\$231.48
Program 189003 - Operations-Open Shelters Totals				Invoice Transactions 1				\$231.48
Department 18 - Parks & Recreation Totals				Invoice Transactions 16				\$2,412.99
Fund 201 - Parks and Rec Non Reverting Totals				Invoice Transactions 16				\$2,412.99
Grand Totals				Invoice Transactions 23				\$5,058.03



Board of Parks & Recreation Claim Register Special Utilities

Invoice Date Range 10/16/19 - 10/16/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010 101819	18-Electric Charges for September	Paid by Check # 70604		10/16/2019	10/16/2019	10/16/2019		10/16/2019	2,318.89
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$2,318.89
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 102919	18-Water Sewer Charges September	Paid by Check # 70595		10/16/2019	10/16/2019	10/16/2019		10/16/2019	295.42
				Account 53530 - Water and Sewer Totals				Invoice Transactions 1		\$295.42
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	97032ES	06-CityFacNaturalGasComm	Paid by EFT # 31783		10/16/2019	10/16/2019	10/16/2019		10/16/2019	11.23
222 - Vectren	02507551661010 19	18-Natural Gas September	Paid by Check # 70605		10/16/2019	10/16/2019	10/16/2019		10/16/2019	46.00
				Account 53540 - Natural Gas Totals				Invoice Transactions 2		\$57.23
				Program 182001 - Aquatics - Bryan Pool Totals				Invoice Transactions 4		\$2,671.54
Program 182002 - Aquatics - Mills Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010 101819	18-Electric Charges for September	Paid by Check # 70604		10/16/2019	10/16/2019	10/16/2019		10/16/2019	(288.37)
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		(\$288.37)
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 102919	18-Water Sewer Charges September	Paid by Check # 70595		10/16/2019	10/16/2019	10/16/2019		10/16/2019	81.17
				Account 53530 - Water and Sewer Totals				Invoice Transactions 1		\$81.17
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	97032ES	06-CityFacNaturalGasComm	Paid by EFT # 31783		10/16/2019	10/16/2019	10/16/2019		10/16/2019	5.62
				Account 53540 - Natural Gas Totals				Invoice Transactions 1		\$5.62
				Program 182002 - Aquatics - Mills Pool Totals				Invoice Transactions 3		(\$201.58)
Program 182500 - Frank Southern Center										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010 101819	18-Electric Charges for September	Paid by Check # 70604		10/16/2019	10/16/2019	10/16/2019		10/16/2019	(682.99)
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		(\$682.99)
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 102919	18-Water Sewer Charges September	Paid by Check # 70595		10/16/2019	10/16/2019	10/16/2019		10/16/2019	1,208.30
				Account 53530 - Water and Sewer Totals				Invoice Transactions 1		\$1,208.30
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	97032ES	06-CityFacNaturalGasComm	Paid by EFT # 31783		10/16/2019	10/16/2019	10/16/2019		10/16/2019	50.56
222 - Vectren	02505732281010 19	18-Natural Gas September	Paid by Check # 70605		10/16/2019	10/16/2019	10/16/2019		10/16/2019	227.49
				Account 53540 - Natural Gas Totals				Invoice Transactions 2		\$278.05
				Program 182500 - Frank Southern Center Totals				Invoice Transactions 4		\$803.36
Program 183500 - Golf Services										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010 101819	18-Electric Charges for September	Paid by Check # 70604		10/16/2019	10/16/2019	10/16/2019		10/16/2019	600.61
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$600.61
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 102919	18-Water Sewer Charges September	Paid by Check # 70595		10/16/2019	10/16/2019	10/16/2019		10/16/2019	13,158.12
208 - City Of Bloomington Utilities	14187-001 102919	18-Water Sewer Charges September	Paid by Check # 70595		10/16/2019	10/16/2019	10/16/2019		10/16/2019	1,642.59
				Account 53530 - Water and Sewer Totals				Invoice Transactions 2		\$14,800.71
				Program 183500 - Golf Services Totals				Invoice Transactions 3		\$15,401.32
Program 184000 - Natural Resources										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010 101819	18-Electric Charges for September	Paid by Check # 70604		10/16/2019	10/16/2019	10/16/2019		10/16/2019	32.90
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$32.90
				Program 184000 - Natural Resources Totals				Invoice Transactions 1		\$32.90
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010 101819	18-Electric Charges for September	Paid by Check # 70604		10/16/2019	10/16/2019	10/16/2019		10/16/2019	502.50
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$502.50
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 102919	18-Water Sewer Charges September	Paid by Check # 70595		10/16/2019	10/16/2019	10/16/2019		10/16/2019	23.06
208 - City Of Bloomington Utilities	14187-001 102919	18-Water Sewer Charges September	Paid by Check # 70595		10/16/2019	10/16/2019	10/16/2019		10/16/2019	880.21
				Account 53530 - Water and Sewer Totals				Invoice Transactions 2		\$903.27
				Program 187001 - Adult Sports-Softball Totals				Invoice Transactions 3		\$1,405.77
Program 187202 - Youth Sports-Winslow										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010 101819	18-Electric Charges for September	Paid by Check # 70604		10/16/2019	10/16/2019	10/16/2019		10/16/2019	(165.50)



Board of Parks & Recreation Claim Register Special Utilities

Invoice Date Range 10/16/19 - 10/16/19

Account 53510 - Electrical Services Totals				Invoice Transactions 1				(\$165.50)	
Account 53530 - Water and Sewer	208 - City Of Bloomington Utilities	4159-001 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	1,980.31
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$1,980.31	
Program 187202 - Youth Sports-Winslow Totals				Invoice Transactions 2				\$1,814.81	
Program 187208 - Youth Sports-Olcott									
Account 53510 - Electrical Services	223 - Duke Energy	3730010 101819	18-Electric Charges for September	Paid by Check # 70604	10/16/2019	10/16/2019	10/16/2019	10/16/2019	272.14
Account 53510 - Electrical Services Totals				Invoice Transactions 1				\$272.14	
Account 53530 - Water and Sewer	208 - City Of Bloomington Utilities	4159-001 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	2,420.51
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$2,420.51	
Program 187208 - Youth Sports-Olcott Totals				Invoice Transactions 2				\$2,692.65	
Program 187500 - Banneker									
Account 53510 - Electrical Services	223 - Duke Energy	3730010 101819	18-Electric Charges for September	Paid by Check # 70604	10/16/2019	10/16/2019	10/16/2019	10/16/2019	636.82
Account 53510 - Electrical Services Totals				Invoice Transactions 1				\$636.82	
Account 53530 - Water and Sewer	208 - City Of Bloomington Utilities	4159-001 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	97.74
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$97.74	
Account 53540 - Natural Gas	6769 - EDF, INC (EDF Energy Services)	97032ES	06- CityFacNaturalGasComm	Paid by EFT # 31783	10/16/2019	10/16/2019	10/16/2019	10/16/2019	5.62
Account 53540 - Natural Gas Totals				Invoice Transactions 1				\$5.62	
Program 187500 - Banneker Totals				Invoice Transactions 3				\$740.18	
Program 189000 - Operations									
Account 53510 - Electrical Services	223 - Duke Energy	3730010 101819	18-Electric Charges for September	Paid by Check # 70604	10/16/2019	10/16/2019	10/16/2019	10/16/2019	2,537.82
Account 53510 - Electrical Services Totals				Invoice Transactions 1				\$2,537.82	
Account 53530 - Water and Sewer	208 - City Of Bloomington Utilities	4159-001 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	1,141.10
208 - City Of Bloomington Utilities		4159-001 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	1,574.99
208 - City Of Bloomington Utilities		39530-002 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	46.64
208 - City Of Bloomington Utilities		41294-001 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	45.33
208 - City Of Bloomington Utilities		42122-001 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	58.87
Account 53530 - Water and Sewer Totals				Invoice Transactions 5				\$2,866.93	
Account 53540 - Natural Gas	6769 - EDF, INC (EDF Energy Services)	97032ES	06- CityFacNaturalGasComm	Paid by EFT # 31783	10/16/2019	10/16/2019	10/16/2019	10/16/2019	11.24
222 - Vectren		02551894741010 19	18-Natural Gas September	Paid by Check # 70605	10/16/2019	10/16/2019	10/16/2019	10/16/2019	47.22
Account 53540 - Natural Gas Totals				Invoice Transactions 2				\$58.46	
Program 189000 - Operations Totals				Invoice Transactions 8				\$5,463.21	
Program 189500 - Landscaping									
Account 53530 - Water and Sewer	208 - City Of Bloomington Utilities	200807- 003102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	94.89
208 - City Of Bloomington Utilities		4159-001 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	151.64
208 - City Of Bloomington Utilities		4159-001 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	183.62
208 - City Of Bloomington Utilities		39530-002 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	15.11
208 - City Of Bloomington Utilities		41294-001 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	155.65
208 - City Of Bloomington Utilities		42122-001 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	15.48
Account 53530 - Water and Sewer Totals				Invoice Transactions 6				\$616.39	
Program 189500 - Landscaping Totals				Invoice Transactions 6				\$616.39	
Program 189501 - Cemeteries									
Account 53510 - Electrical Services	223 - Duke Energy	3730010 101819	18-Electric Charges for September	Paid by Check # 70604	10/16/2019	10/16/2019	10/16/2019	10/16/2019	142.61
Account 53510 - Electrical Services Totals				Invoice Transactions 1				\$142.61	
Account 53530 - Water and Sewer	208 - City Of Bloomington Utilities	41294-001 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	231.76
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$231.76	
Program 189501 - Cemeteries Totals				Invoice Transactions 2				\$374.37	
Program 189503 - Urban Forestry									
Account 53530 - Water and Sewer	208 - City Of Bloomington Utilities	41294-001 102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	327.43
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$327.43	



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Fund 201 - Parks and Rec Non Reverting				Program 189503 - Urban Forestry Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	345.83
Department 18 - Parks & Recreation				Department 18 - Parks & Recreation Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	117.21
Program 184500 - Youth Services -Juke Box				Fund 200 - Parks and Recreation Gen (\$1301) Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	17.00
Account 53510 - Electrical Services				Account 53510 - Electrical Services Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	17.00
223 - Duke Energy	3730010	101819	18-Electric Charges for September	Paid by Check # 70604	10/16/2019	10/16/2019	10/16/2019	10/16/2019	345.83
				Account 53510 - Electrical Services Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	117.21
Account 53530 - Water and Sewer				Account 53530 - Water and Sewer Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	17.00
208 - City Of Bloomington Utilities	14187-001	102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	117.21
				Account 53530 - Water and Sewer Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	17.00
Account 53540 - Natural Gas				Account 53540 - Natural Gas Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	17.00
222 - Vectren	79535304851010	19	18-Natural Gas September	Paid by Check # 70605	10/16/2019	10/16/2019	10/16/2019	10/16/2019	17.00
				Account 53540 - Natural Gas Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	17.00
Program 185000 - Twin Lakes Recreation Center				Program 184500 - Youth Services -Juke Box Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	17.00
Account 53510 - Electrical Services				Program 185000 - Twin Lakes Recreation Center Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	17.00
223 - Duke Energy	3730010	101819	18-Electric Charges for September	Paid by Check # 70604	10/16/2019	10/16/2019	10/16/2019	10/16/2019	2,136.46
				Account 53510 - Electrical Services Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	2,136.46
Account 53530 - Water and Sewer				Account 53530 - Water and Sewer Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	565.04
208 - City Of Bloomington Utilities	39530-002	102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	565.04
				Account 53530 - Water and Sewer Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	565.04
Account 53540 - Natural Gas				Account 53540 - Natural Gas Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	16.85
6769 - EDF, INC (EDF Energy Services)	97032ES		06-CityFacNaturalGasComm	Paid by EFT # 31783	10/16/2019	10/16/2019	10/16/2019	10/16/2019	16.85
				Account 53540 - Natural Gas Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	16.85
Program 186503 - Community Events-Farmers' Market				Program 185000 - Twin Lakes Recreation Center Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	16.85
Account 53530 - Water and Sewer				Program 186503 - Community Events-Farmers' Market Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	16.85
208 - City Of Bloomington Utilities	102919daily		18-Water Sewer Charges	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	10.79
				Account 53530 - Water and Sewer Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	10.79
Program 189006 - Switchyard Property				Program 186503 - Community Events-Farmers' Market Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	10.79
Account 53510 - Electrical Services				Account 53510 - Electrical Services Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	49.47
223 - Duke Energy	3730010	101819	18-Electric Charges for September	Paid by Check # 70604	10/16/2019	10/16/2019	10/16/2019	10/16/2019	49.47
				Account 53510 - Electrical Services Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	49.47
Account 53530 - Water and Sewer				Account 53530 - Water and Sewer Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	4.32
208 - City Of Bloomington Utilities	39530-002	102919	18-Water Sewer Charges September	Paid by Check # 70595	10/16/2019	10/16/2019	10/16/2019	10/16/2019	4.32
				Account 53530 - Water and Sewer Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	4.32
Program 189006 - Switchyard Property Totals				Program 189006 - Switchyard Property Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	4.32
Department 18 - Parks & Recreation Totals				Department 18 - Parks & Recreation Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	4.32
Fund 201 - Parks and Rec Non Reverting Totals				Fund 201 - Parks and Rec Non Reverting Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	4.32
Grand Totals				Grand Totals	10/16/2019	10/16/2019	10/16/2019	10/16/2019	4.32



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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 53160 - Instruction										
54935 - Vermont Systems, INC	64163	18- RecTrac User Group Workshop	Paid by EFT # 32005		10/22/2019	10/22/2019	11/01/2019		11/01/2019	25.00
Account 53160 - Instruction Totals								Invoice Transactions 1		\$25.00
Account 53310 - Printing										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7195	18- Deposit Receipts GF/NR/TLRC	Paid by EFT # 31854		10/22/2019	10/22/2019	11/01/2019		11/01/2019	858.11
Account 53310 - Printing Totals								Invoice Transactions 1		\$858.11
Program 181000 - Administration Totals								Invoice Transactions 2		\$883.11
Program 181100 - Marketing										
Account 52420 - Other Supplies										
54546 - Charles Y Coghlan, DMD (Office Easel)	90594A	18-Parks volunteer swag item (phone wallets)	Paid by EFT # 31836		10/22/2019	10/22/2019	11/01/2019		11/01/2019	256.69
54546 - Charles Y Coghlan, DMD (Office Easel)	90605A	18-Parks volunteer swag item (lip balm)	Paid by EFT # 31836		10/22/2019	10/22/2019	11/01/2019		11/01/2019	214.64
394 - Kleindorfer Hardware & Variety	604357	18-sign hanging supplies and staples	Paid by EFT # 31920		10/22/2019	10/22/2019	11/01/2019		11/01/2019	20.47
Account 52420 - Other Supplies Totals								Invoice Transactions 3		\$491.80
Account 53310 - Printing										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7192	18-Ice arena wallet cards	Paid by EFT # 31854		10/22/2019	10/22/2019	11/01/2019		11/01/2019	170.00
53125 - Mr. Copy, INC	34140	18-November Kids Kraze	Paid by EFT # 31942		10/22/2019	10/22/2019	11/01/2019		11/01/2019	71.50
Account 53310 - Printing Totals								Invoice Transactions 2		\$241.50
Account 53320 - Advertising										
50706 - Bloomington Magazine, INC (Bloom Magazine)	80-15	18-Switchyard Park advertorial in Oct/Nov	Paid by EFT # 31826		10/22/2019	10/22/2019	11/01/2019		11/01/2019	2,238.00
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959_92919	18-September display ads	Paid by EFT # 31875		10/22/2019	10/22/2019	11/01/2019		11/01/2019	1,750.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1190928728	18-September radio spots on WHCC	Paid by EFT # 31982		10/22/2019	10/22/2019	11/01/2019		11/01/2019	1,225.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1190928813	18-September radio spots on B97	Paid by EFT # 31982		10/22/2019	10/22/2019	11/01/2019		11/01/2019	1,225.00
Account 53320 - Advertising Totals								Invoice Transactions 4		\$6,438.00
Account 53910 - Dues and Subscriptions										
53442 - Paragon Micro, INC	883602	18-Adobe Creative Cloud Subscription	Paid by EFT # 31955		10/22/2019	10/22/2019	11/01/2019		11/01/2019	1,861.98
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1		\$1,861.98
Program 181100 - Marketing Totals								Invoice Transactions 10		\$9,033.28
Program 182001 - Aquatics - Bryan Pool										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	200902001-9/2019	18-14 Lab Test-water test-9/2-9/30/19	Paid by Check # 70624		10/21/2019	10/21/2019	10/21/2019		10/21/2019	120.00
Account 53530 - Water and Sewer Totals								Invoice Transactions 1		\$120.00
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions 1		\$120.00
Program 182500 - Frank Southern Center										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	1264241	18-FSC toilet paper, cleaners, gloves	Paid by Check # 70640		10/22/2019	10/22/2019	11/01/2019		11/01/2019	1,197.47
Account 52210 - Institutional Supplies Totals								Invoice Transactions 1		\$1,197.47
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3097371902	18 FSC Propane for Zamboni	Paid by EFT # 31807		10/22/2019	10/22/2019	11/01/2019		11/01/2019	87.31
Account 52240 - Fuel and Oil Totals								Invoice Transactions 1		\$87.31
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	605385	18 FSC U-Shaped Fluorescent Tube lights	Paid by EFT # 31920		10/22/2019	10/22/2019	11/01/2019		11/01/2019	51.96
394 - Kleindorfer Hardware & Variety	604925	18-light bulbs, marker	Paid by EFT # 31920		10/22/2019	10/22/2019	11/01/2019		11/01/2019	84.48
394 - Kleindorfer Hardware & Variety	604984	18 FSC Hoses Return for Credit	Paid by EFT # 31920		10/22/2019	10/22/2019	11/01/2019		11/01/2019	(125.98)
53005 - Menards, INC	34912	18 FSC Light Fixture for Officials Room	Paid by Check # 70648		10/22/2019	10/22/2019	11/01/2019		11/01/2019	50.98
53005 - Menards, INC	35373	18 FSC Heavy Dute Hose for Air	Paid by Check # 70648		10/22/2019	10/22/2019	11/01/2019		11/01/2019	134.91
5819 - Synchrony Bank	469549584543	18 FSC Burlap prop for Skate and Scare	Paid by EFT # 31992		10/22/2019	10/22/2019	11/01/2019		11/01/2019	27.98
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions 6		\$224.33
Account 52420 - Other Supplies										
5271 - American Athletic Shoe Company, INC	51-118133	18 - FSC Skate Tongues and Eyelids for repair	Paid by EFT # 31804		10/22/2019	10/22/2019	11/01/2019		11/01/2019	247.00
50357 - Arrow Hockey and Sport CORP	0132396-IN	18 - FSC Pro Shop Supplies	Paid by EFT # 31811		10/22/2019	10/22/2019	11/01/2019		11/01/2019	796.73
394 - Kleindorfer Hardware & Variety	604924	18 FSC garden hose replacement and pvc	Paid by EFT # 31920		10/22/2019	10/22/2019	11/01/2019		11/01/2019	129.13
394 - Kleindorfer Hardware & Variety	620908	17 TLSP Misc Hardware and Glue Traps	Paid by EFT # 31920		10/22/2019	10/22/2019	11/01/2019		11/01/2019	17.13
5819 - Synchrony Bank	788956733444	18-FSC Lobby Tables	Paid by EFT # 31992		10/22/2019	10/22/2019	11/01/2019		11/01/2019	189.96
5819 - Synchrony Bank	479857953483	18-FSC Lobby Tables, vacuum	Paid by EFT # 31992		10/22/2019	10/22/2019	11/01/2019		11/01/2019	119.91
5819 - Synchrony Bank	534879436597	18 - FSC Lobby halloween decor: Skate	Paid by EFT # 31992		10/22/2019	10/22/2019	11/01/2019		11/01/2019	50.26



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5819 - Synchrony Bank	638577853446	18 - FSC Lobby dustbuster	Paid by EFT # 31992	10/22/2019	10/22/2019	11/01/2019	11/01/2019	57.99
5819 - Synchrony Bank	445533534849	18 FSC Supplies for Skate and Scare and	Paid by EFT # 31992	10/22/2019	10/22/2019	11/01/2019	11/01/2019	20.99
5819 - Synchrony Bank	477984793963	18 FSC Building Materials for Skate and Scare	Paid by EFT # 31992	10/22/2019	10/22/2019	11/01/2019	11/01/2019	25.69
5819 - Synchrony Bank	998667986635	18 FSC Building Materials for Skate and Scare	Paid by EFT # 31992	10/22/2019	10/22/2019	11/01/2019	11/01/2019	14.98
5819 - Synchrony Bank	799356496867	18 FSC Building Materials for Skate and Scare	Paid by EFT # 31992	10/22/2019	10/22/2019	11/01/2019	11/01/2019	43.28
Account 52430 - Uniforms and Tools				Account 52420 - Other Supplies Totals		Invoice Transactions 12		\$1,713.05
798 - Winters Associates Promotional Products, INC	112923	18 FSC Zam Driver Hoodies	Paid by EFT # 32019	10/22/2019	10/22/2019	11/01/2019	11/01/2019	430.37
Account 52430 - Uniforms and Tools Totals				Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1		\$430.37
Account 53630 - Machinery and Equipment Repairs	912639	18-FSC replace cooling water tank pump	Paid by EFT # 31858	10/22/2019	10/22/2019	11/01/2019	11/01/2019	3,489.91
321 - Harrell Fish, INC	W50678	18 FSC Annual Maint for Air Handlers and Filters	Paid by EFT # 31884	10/22/2019	10/22/2019	11/01/2019	11/01/2019	5,572.41
192 - Keller Heating & Air Conditioning, INC	105637369	18 FSC freon for lobby AC unit	Paid by EFT # 31915	10/22/2019	10/22/2019	11/01/2019	11/01/2019	300.00
Account 53630 - Machinery and Equipment Repairs Totals				Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions 3		\$9,362.32
Account 53920 - Laundry and Other Sanitation Services	2874620	18-FSC Rug Cleaning Service	Paid by EFT # 31956	10/22/2019	10/22/2019	11/01/2019	11/01/2019	72.41
Account 53920 - Laundry and Other Sanitation Services Totals				Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 1		\$72.41
Program 182500 - Frank Southern Center Totals				Program 182500 - Frank Southern Center Totals		Invoice Transactions 25		\$13,087.26
Program 183500 - Golf Services								
Account 52210 - Institutional Supplies	0867	18-Golf Course Industrial supplies	Paid by Check # 70657	10/22/2019	10/22/2019	11/01/2019	11/01/2019	82.58
Account 52210 - Institutional Supplies Totals				Account 52210 - Institutional Supplies Totals		Invoice Transactions 1		\$82.58
Account 52420 - Other Supplies	55035	18-Cascades Golf Course billboard	Paid by EFT # 31867	10/22/2019	10/22/2019	11/01/2019	11/01/2019	1,440.00
Account 52420 - Other Supplies Totals				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$1,440.00
Account 53510 - Electrical Services	58303911012	18- Electric Charges - September	Paid by Check # 70629	10/21/2019	10/21/2019	10/21/2019	10/21/2019	150.75
223 - Duke Energy	97503933016	18- Electric Charges - September	Paid by Check # 70630	10/21/2019	10/21/2019	10/21/2019	10/21/2019	364.60
Account 53510 - Electrical Services Totals				Account 53510 - Electrical Services Totals		Invoice Transactions 2		\$515.35
Account 53990 - Other Services and Charges	168563	18-Additional food for Ribbon Cutting Cascades-	Paid by Check # 70646	10/22/2019	10/22/2019	11/01/2019	11/01/2019	28.95
4549 - Kroger Limited Partnership I	135777	18-Grand opening cake and water for Ribbon	Paid by Check # 70646	10/22/2019	10/22/2019	11/01/2019	11/01/2019	35.97
Account 53990 - Other Services and Charges Totals				Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		\$64.92
Program 183500 - Golf Services Totals				Program 183500 - Golf Services Totals		Invoice Transactions 6		\$2,102.85
Program 184000 - Natural Resources								
Account 52340 - Other Repairs and Maintenance	618545	18-flagging tape, hedge shears, pruning saw	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	76.50
394 - Kleindorfer Hardware & Variety	605732	18-glue boards, poison	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	7.93
Account 52340 - Other Repairs and Maintenance Totals				Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 2		\$84.43
Account 52420 - Other Supplies	604741	18-5 key copies	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	5.00
Account 52420 - Other Supplies Totals				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$5.00
Account 53920 - Laundry and Other Sanitation Services	9126	18-wapehani portable toilet service	Paid by EFT # 31999	10/22/2019	10/22/2019	11/01/2019	11/01/2019	280.00
Account 53920 - Laundry and Other Sanitation Services Totals				Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 1		\$280.00
Account 53990 - Other Services and Charges	4365	18- Vegetation Studies at Griffy Lake	Paid by EFT # 31862	10/22/2019	10/22/2019	11/01/2019	11/01/2019	7,563.38
Richard Martin	Martin-TortClaim	18-Tort claim for damages	Paid by Check # 70664	10/22/2019	10/22/2019	11/01/2019	11/01/2019	585.00
Account 53990 - Other Services and Charges Totals				Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		\$8,148.38
Program 184000 - Natural Resources Totals				Program 184000 - Natural Resources Totals		Invoice Transactions 6		\$8,517.81
Program 186500 - Community Events								
Account 52420 - Other Supplies	698444811-01	18- Halloween toys for Trick or Treat Trail	Paid by EFT # 31874	10/22/2019	10/22/2019	11/01/2019	11/01/2019	116.10
4798 - Fun Express, LLC	35165	18- Inflatable bowling set and batteries for	Paid by Check # 70648	10/22/2019	10/22/2019	11/01/2019	11/01/2019	39.97
Account 52420 - Other Supplies Totals				Account 52420 - Other Supplies Totals		Invoice Transactions 2		\$156.07
Account 53990 - Other Services and Charges	88374	18 - Laundry services - table linens	Paid by Check # 70641	10/22/2019	10/22/2019	11/01/2019	11/01/2019	26.00
Account 53990 - Other Services and Charges Totals				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$26.00
Program 186500 - Community Events Totals				Program 186500 - Community Events Totals		Invoice Transactions 3		\$182.07
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								



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409 - Black Lumber Co. INC	417181	18-utility knife, hose clamp	Paid by EFT # 31823	10/22/2019	10/22/2019	11/01/2019	11/01/2019	9.95
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$9.95
			Program 186502 - Community Events-Gardens Totals			Invoice Transactions 1		\$9.95
Program 187001 - Adult Sports-Softball								
Account 52340 - Other Repairs and Maintenance								
539 - Price Electric, INC	31574	18- TLSP Fixing lights	Paid by EFT # 31958	10/22/2019	10/22/2019	11/01/2019	11/01/2019	1,000.14
			Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 1		\$1,000.14
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	604618	18 TLSP LED Light Bulbs	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	24.49
394 - Kleindorfer Hardware & Variety	604845	18 TLSP 4 pairs of work gloves	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	5.96
53005 - Menards, INC	35114	18 FSC Lumber for Skate and Scare Set	Paid by Check # 70648	10/22/2019	10/22/2019	11/01/2019	11/01/2019	67.35
			Account 52420 - Other Supplies Totals			Invoice Transactions 3		\$97.80
Account 53650 - Other Repairs								
539 - Price Electric, INC	31575	18- TLSP Fixing lights on chris building and	Paid by EFT # 31958	10/22/2019	10/22/2019	11/01/2019	11/01/2019	309.30
539 - Price Electric, INC	31574	18- TLSP Fixing lights	Paid by EFT # 31958	10/22/2019	10/22/2019	11/01/2019	11/01/2019	2,602.66
			Account 53650 - Other Repairs Totals			Invoice Transactions 2		\$2,911.96
			Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 6		\$4,009.90
Program 187202 - Youth Sports-Winslow								
Account 52420 - Other Supplies								
4443 - The Sherwin Williams Company	7119-9	18-Paint to cover graffiti	Paid by EFT # 31998	10/22/2019	10/22/2019	11/01/2019	11/01/2019	163.45
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$163.45
			Program 187202 - Youth Sports-Winslow Totals			Invoice Transactions 1		\$163.45
Program 189000 - Operations								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM215278	18-(15) cs dog waste bags (30,000 bags)	Paid by EFT # 31869	10/22/2019	10/22/2019	11/01/2019	11/01/2019	132.59
313 - Fastenal Company	INBLM215105	18- custodial supplies	Paid by EFT # 31869	10/22/2019	10/22/2019	11/01/2019	11/01/2019	672.30
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 2		\$804.89
Account 52230 - Garage and Motor Supplies								
394 - Kleindorfer Hardware & Variety	604182	18-antifreeze	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	23.58
			Account 52230 - Garage and Motor Supplies Totals			Invoice Transactions 1		\$23.58
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	604659	18-misc. plumbing	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	13.55
53005 - Menards, INC	34902	18-caulking and caulk gun	Paid by Check # 70648	10/22/2019	10/22/2019	11/01/2019	11/01/2019	5.94
53005 - Menards, INC	35435	18-snow fence	Paid by Check # 70648	10/22/2019	10/22/2019	11/01/2019	11/01/2019	61.85
53005 - Menards, INC	35188	18-drum sand kit 6pk	Paid by Check # 70648	10/22/2019	10/22/2019	11/01/2019	11/01/2019	8.98
53005 - Menards, INC	35457	18-level, rebar	Paid by Check # 70648	10/22/2019	10/22/2019	11/01/2019	11/01/2019	58.57
11611 - Woods Electrical Contractors, INC	1909COBOLCO	18-Installation of (4) new LED double head	Paid by EFT # 32020	10/22/2019	10/22/2019	11/01/2019	11/01/2019	1,200.00
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 6		\$1,348.89
Account 52340 - Other Repairs and Maintenance								
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290009563	18-tube for John Deer Gator	Paid by EFT # 31821	10/22/2019	10/22/2019	11/01/2019	11/01/2019	17.70
394 - Kleindorfer Hardware & Variety	604435	18-hairpin clips, roll plex tube, Cpvc, door closer	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	40.01
394 - Kleindorfer Hardware & Variety	604501	18-misc electrical	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	8.36
394 - Kleindorfer Hardware & Variety	604317	18-2 boxes bolts	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	11.24
394 - Kleindorfer Hardware & Variety	619534	18-handles for port-a-jon	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	6.27
394 - Kleindorfer Hardware & Variety	604943	18-tape, power strip, gear tie, flapper, cable	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	102.95
394 - Kleindorfer Hardware & Variety	604650	18-elec breaker	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	21.99
394 - Kleindorfer Hardware & Variety	605059	18-3/4 ID Hose	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	2.70
53005 - Menards, INC	35090	18-distilled water, weldabl sheet	Paid by Check # 70648	10/22/2019	10/22/2019	11/01/2019	11/01/2019	37.95
476 - Southern Indiana Parts, INC (Napa Auto Parts)	285794	18-body molding	Paid by EFT # 31983	10/22/2019	10/22/2019	11/01/2019	11/01/2019	49.79
4443 - The Sherwin Williams Company	6421-4	18-paint	Paid by EFT # 31998	10/22/2019	10/22/2019	11/01/2019	11/01/2019	19.71
			Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 11		\$318.67
Account 52420 - Other Supplies								
409 - Black Lumber Co. INC	418732	18-(2) Makita batteries	Paid by EFT # 31823	10/22/2019	10/22/2019	11/01/2019	11/01/2019	124.94
313 - Fastenal Company	INBLM215278	18-(15) cs dog waste bags (30,000 bags)	Paid by EFT # 31869	10/22/2019	10/22/2019	11/01/2019	11/01/2019	897.00
9269 - HP Products Corporation	14536292	18-(2) cs - (12) pick-up tools	Paid by EFT # 31893	10/22/2019	10/22/2019	11/01/2019	11/01/2019	198.00
394 - Kleindorfer Hardware & Variety	603992	18-battery	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	9.96



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394 - Kleindorfer Hardware & Variety	604943	18-tape, power strip, gear tie, flapper, cable	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	18.27
53005 - Menards, INC	35690	18-rebar, bamboo torch, metal torch	Paid by Check # 70648	10/22/2019	10/22/2019	11/01/2019	11/01/2019	32.89
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-8518	18-(2)24"PVC sign: 3rd St stage & (1)20"Alum	Paid by EFT # 31965	10/22/2019	10/22/2019	11/01/2019	11/01/2019	180.86
5819 - Synchrony Bank	2282 100919	18-10' x 10' pop-up canopy for Cemetery	Paid by Check # 70657	10/22/2019	10/22/2019	11/01/2019	11/01/2019	159.98
Account 53110 - Engineering and Architectural			Account 52420 - Other Supplies Totals		Invoice Transactions 8			1,621.90
10 - Bledsoe Riggert Cooper & James INC	22260	18-Survey of Sycamore Knolls, Lot 132(establish	Paid by EFT # 31824	10/22/2019	10/22/2019	11/01/2019	11/01/2019	1,105.00
Account 53160 - Instruction			Account 53110 - Engineering and Architectural Totals		Invoice Transactions 1			1,105.00
9031 - Indiana Park And Recreation Association	2019 CPI	(2) registration for CPSI Course	Paid by Check # 70643	10/22/2019	10/22/2019	11/01/2019	11/01/2019	1,090.00
Account 53530 - Water and Sewer			Account 53160 - Instruction Totals		Invoice Transactions 1			1,090.00
208 - City Of Bloomington Utilities	37123003-9/2019	18-1611 S. Rogers Street-water/sewer bill-	Paid by Check # 70624	10/21/2019	10/21/2019	10/21/2019	10/21/2019	361.75
Account 53610 - Building Repairs			Account 53530 - Water and Sewer Totals		Invoice Transactions 1			361.75
11611 - Woods Electrical Contractors, INC	1909COBOLCO	18-Installation of (4) new LED double head	Paid by EFT # 32020	10/22/2019	10/22/2019	11/01/2019	11/01/2019	900.00
Account 53630 - Machinery and Equipment Repairs			Account 53610 - Building Repairs Totals		Invoice Transactions 1			900.00
321 - Harrell Fish, INC	W51096	18-Mandatory testing of (9) BFP devices: B-Line	Paid by EFT # 31884	10/22/2019	10/22/2019	11/01/2019	11/01/2019	945.00
Account 53650 - Other Repairs			Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions 1			945.00
656 - B&L Sheet Metal and Roofing, INC	18087	18-(3) 12"x12" drain covers for Miller Showers	Paid by EFT # 31816	10/22/2019	10/22/2019	11/01/2019	11/01/2019	329.10
3660 - Christman Enterprises LLC (Roto Rooter Plumbers)	5292833	18-Snaking of drains @ BT's & Butler restroom	Paid by EFT # 31837	10/22/2019	10/22/2019	11/01/2019	11/01/2019	245.00
3660 - Christman Enterprises LLC (Roto Rooter Plumbers)	5292586	18-Snaking of drains @ BT's & Butler restroom	Paid by EFT # 31837	10/22/2019	10/22/2019	11/01/2019	11/01/2019	245.00
Account 53920 - Laundry and Other Sanitation Services			Account 53650 - Other Repairs Totals		Invoice Transactions 3			819.10
19171 - Aramark Uniform & Career Apparel Group, INC	1824090701	18-Uniform & mat laundry services	Paid by EFT # 31810	10/22/2019	10/22/2019	11/01/2019	11/01/2019	15.67
19171 - Aramark Uniform & Career Apparel Group, INC	1824081739	18-Uniform & mat laundry services	Paid by EFT # 31810	10/22/2019	10/22/2019	11/01/2019	11/01/2019	15.67
4175 - The Stables Events, LLC (Izzy's Rentals)	9125	18-Rental/service of (2) & service of (6) port-a-	Paid by EFT # 31999	10/22/2019	10/22/2019	11/01/2019	11/01/2019	795.00
Account 53990 - Other Services and Charges			Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 3			826.34
53125 - Mr. Copy, INC	34124	18-(10) pads of 50 (PO/Requisition Log)	Paid by EFT # 31942	10/22/2019	10/22/2019	11/01/2019	11/01/2019	46.80
Program 189006 - Switchyard Property			Account 53990 - Other Services and Charges Totals		Invoice Transactions 1			46.80
Account 52420 - Other Supplies			Program 189000 - Operations Totals		Invoice Transactions 40			10,211.92
5819 - Synchrony Bank	798696876443	18 SYP Bocce Balls for Grand Opening	Paid by EFT # 31992	10/22/2019	10/22/2019	11/01/2019	11/01/2019	188.64
Program 189500 - Landscaping			Account 52420 - Other Supplies Totals		Invoice Transactions 1			188.64
Account 52210 - Institutional Supplies			Program 189006 - Switchyard Property Totals		Invoice Transactions 1			188.64
313 - Fastenal Company	INBLM215071	18- 1 case 11 mil gloves, 1 case 4 mil gloves (PPE)	Paid by EFT # 31869	10/22/2019	10/22/2019	11/01/2019	11/01/2019	246.72
Account 52220 - Agricultural Supplies			Account 52210 - Institutional Supplies Totals		Invoice Transactions 1			246.72
4574 - John Deere Financial (Rural King)	G30408	8- 100# annual wheat seed for erosion control	Paid by Check # 70645	10/22/2019	10/22/2019	11/01/2019	11/01/2019	39.98
4568 - Forestry Suppliers, INC	609451-00	18- spades, stump tx bottles, 5 gal aquatic	Paid by EFT # 31872	10/22/2019	10/22/2019	11/01/2019	11/01/2019	135.50
52948 - Mays Greenhouse, LLC	27129	18- mums, gourds, pumpkins, straw for Golf	Paid by EFT # 31931	10/22/2019	10/22/2019	11/01/2019	11/01/2019	244.51
52948 - Mays Greenhouse, LLC	27130	18- mums, gourds, pumpkins, straw for Golf	Paid by EFT # 31931	10/22/2019	10/22/2019	11/01/2019	11/01/2019	127.05
Account 52420 - Other Supplies			Account 52220 - Agricultural Supplies Totals		Invoice Transactions 4			547.04
4574 - John Deere Financial (Rural King)	G40270	18- 50 ' of 6' x 2" x 4" fencing for tree cages	Paid by Check # 70645	10/22/2019	10/22/2019	11/01/2019	11/01/2019	72.99
4568 - Forestry Suppliers, INC	609451-00	18- spades, stump tx bottles, 5 gal aquatic	Paid by EFT # 31872	10/22/2019	10/22/2019	11/01/2019	11/01/2019	190.76
Account 53910 - Dues and Subscriptions			Account 52420 - Other Supplies Totals		Invoice Transactions 2			263.75
893 - Indiana Native Plant And Wildflower Society, INC	5131584	18- annual membership dues	Paid by EFT # 31900	10/22/2019	10/22/2019	11/01/2019	11/01/2019	45.00
Program 189501 - Cemeteries			Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1			45.00
Account 52220 - Agricultural Supplies			Program 189500 - Landscaping Totals		Invoice Transactions 8			1,102.51
394 - Kleindorfer Hardware & Variety	605503	18- 12 bales straw, paint marker & funnel	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	78.00



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Account 52220 - Agricultural Supplies Totals				Invoice Transactions 1		\$78.00		
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	603896	18-snap blades, foam brush, paint brush,	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	27.78
Account 52310 - Building Materials and Supplies Totals				Invoice Transactions 1		\$27.78		
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	605503	18- 12 bales straw, paint marker & funnel	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	8.88
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 1		\$8.88		
Program 189501 - Cemeteries Totals				Invoice Transactions 3		\$114.66		
Program 189503 - Urban Forestry								
Account 53170 - Mgt. Fee, Consultants, and Workshops								
5424 - Davey Resource Group (Davey Tree Exopt)	88835	18- Addendum for Urban Forest Canopy	Paid by EFT # 31856	10/22/2019	10/22/2019	11/01/2019	11/01/2019	3,838.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals				Invoice Transactions 1		\$3,838.00		
Account 53990 - Other Services and Charges								
5768 - Thomas J Grimes Enterprises, INC (Torco Testina)	17464a	18-Dielectric testing of bucket truck (#850)	Paid by Check # 70658	10/22/2019	10/22/2019	11/01/2019	11/01/2019	458.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$458.00		
Program 189503 - Urban Forestry Totals				Invoice Transactions 2		\$4,296.00		
Department 18 - Parks & Recreation Totals				Invoice Transactions 115		\$54,023.41		
Fund 200 - Parks and Recreation Gen (\$1301) Totals				Invoice Transactions 115		\$54,023.41		
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 181001 - Health & Wellness								
Account 53720 - Building Rental								
205 - City Of Bloomington	18-201450-2019-7	18 - August 2019 Jazzercise rental	Paid by Check # 70632	10/22/2019	10/22/2019	11/01/2019	11/01/2019	55.00
205 - City Of Bloomington	18-201450-2019-8	18 - September 2019 Jazzercise rental	Paid by Check # 70632	10/22/2019	10/22/2019	11/01/2019	11/01/2019	53.50
Account 53720 - Building Rental Totals				Invoice Transactions 2		\$108.50		
Program 181001 - Health & Wellness Totals				Invoice Transactions 2		\$108.50		
Program 181100 - Marketing								
Account 53910 - Dues and Subscriptions								
5511 - Bloomington Elite-BNI	2019 4th quarter	18-Julie Ramey 4th quarter room dues	Paid by EFT # 31827	10/22/2019	10/22/2019	11/01/2019	11/01/2019	60.00
6705 - Power Net BNI	000047-R-0002	18-Annual Room Dues for Power Net BNI 2019-	Paid by EFT # 31957	10/22/2019	10/22/2019	11/01/2019	11/01/2019	240.00
Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 2		\$300.00		
Program 181100 - Marketing Totals				Invoice Transactions 2		\$300.00		
Program 182500 - Frank Southern Center								
Account 52330 - Street , Alley, and Sewer Material								
4099 - Gold Medal Products CO.	154022	18- FSC popcorn, oil, nacho cheese	Paid by EFT # 31878	10/22/2019	10/22/2019	11/01/2019	11/01/2019	472.95
Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 1		\$472.95		
Account 52420 - Other Supplies								
53005 - Menards, INC	34706	18 FSC Scate and Scare Supplies	Paid by Check # 70648	10/22/2019	10/22/2019	11/01/2019	11/01/2019	299.67
5819 - Synchrony Bank	534879436597	18 - FSC Lobby halloween decor; Skate	Paid by EFT # 31992	10/22/2019	10/22/2019	11/01/2019	11/01/2019	38.28
5819 - Synchrony Bank	445533534849	18 FSC Supplies for Skate and Scare and	Paid by EFT # 31992	10/22/2019	10/22/2019	11/01/2019	11/01/2019	31.94
Account 52420 - Other Supplies Totals				Invoice Transactions 3		\$369.89		
Program 182500 - Frank Southern Center Totals				Invoice Transactions 4		\$842.84		
Program 182501 - Frank Southern Center Concession								
Account 52330 - Street , Alley, and Sewer Material								
4610 - Hopscotch Coffee, LLC	3441	18 - FSC Coffee Beans	Paid by EFT # 31892	10/22/2019	10/22/2019	11/01/2019	11/01/2019	100.00
5819 - Synchrony Bank	5375	18 - FSC concession purchases	Paid by Check # 70657	10/22/2019	10/22/2019	11/01/2019	11/01/2019	73.64
5819 - Synchrony Bank	7546	18 - FSC Sams Club concession purchases	Paid by Check # 70657	10/22/2019	10/22/2019	11/01/2019	11/01/2019	294.94
Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 3		\$468.58		
Account 53990 - Other Services and Charges								
5335 - Shield Protection Solutions, LLC	1970	18 - FSC IUD2 Home Game Security	Paid by EFT # 31976	10/22/2019	10/22/2019	11/01/2019	11/01/2019	336.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$336.00		
Program 182501 - Frank Southern Center Concession Totals				Invoice Transactions 4		\$804.58		
Program 183500 - Golf Services								
Account 52330 - Street , Alley, and Sewer Material								
38 - B & B Food Distributors, INC	167832	18 - Cascades - Hotdogs, Fountain Cups	Paid by EFT # 31815	10/22/2019	10/22/2019	11/01/2019	11/01/2019	264.79
205 - City Of Bloomington	296015	18 - Best Beers	Paid by Check # 70633	10/22/2019	10/22/2019	11/01/2019	11/01/2019	220.00
5969 - Coca Cola Bottling CO. Consolidated	2056203178	18 - Cascades - Bottled Drinks	Paid by EFT # 31845	10/22/2019	10/22/2019	11/01/2019	11/01/2019	307.75
5969 - Coca Cola Bottling CO. Consolidated	2056203179	18 - Cascades - Bottled Drinks	Paid by EFT # 31845	10/22/2019	10/22/2019	11/01/2019	11/01/2019	40.00
5819 - Synchrony Bank	0741	18 - Cascades Snack Bar Items	Paid by Check # 70657	10/22/2019	10/22/2019	11/01/2019	11/01/2019	8.34
5819 - Synchrony Bank	0565	18 - Cascades Snack Bar Items	Paid by Check # 70657	10/22/2019	10/22/2019	11/01/2019	11/01/2019	57.80
5819 - Synchrony Bank	0868 100919	18 - Cascades Snack Bar Items	Paid by Check # 70657	10/22/2019	10/22/2019	11/01/2019	11/01/2019	159.75
Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 7		\$1,058.43		



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Account 52420 - Other Supplies								
53005 - Menards, INC	35424	18-dish drain, baconrack, Paid by Check #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	201.70	
		basin stopper, brass 70648						
53005 - Menards, INC	34967	18-utility mat, 2.6g Paid by Check #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	166.75	
		mezzo can, EZ Start, 70648						
Account 52420 - Other Supplies Totals							Invoice Transactions 2	\$368.45
Program 183500 - Golf Services Totals							Invoice Transactions 9	\$1,426.88
Program 184500 - Youth Services -Juke Box								
Account 53940 - Temporary Contractual Employee								
3805 - Margot Scholz	101819	18-AJB Ballroom Dance Paid by Check #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	1,804.00	
		Instruction 70654						
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 1	\$1,804.00
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions 1	\$1,804.00
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	6074	18-Kid City Summer Paid by Check #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	190.37	
		Camp Snacks & Supplies 70657						
5819 - Synchrony Bank	8454	18-pump pot Paid by Check #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	18.88	
		70657						
5819 - Synchrony Bank	000000 GPZCJP	18-Kid City - clock Paid by Check #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	13.98	
		70657						
Account 52420 - Other Supplies Totals							Invoice Transactions 3	\$223.23
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions 3	\$223.23
Program 185000 - Twin Lakes Recreation Center								
Account 52210 - Institutional Supplies								
9269 - HP Products Corporation	14533375	18 - TLRC Facility Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	1,272.16	
		Supplies Open PO 31893						
5819 - Synchrony Bank	7376	18 - TLRC Facility Paid by Check #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	14.48	
		Supplies 70657						
5819 - Synchrony Bank	5539	18 - TLRC Facility Paid by Check #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	37.42	
		Supplies 70657						
Account 52210 - Institutional Supplies Totals							Invoice Transactions 3	\$1,324.06
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	604376	18-6 split pins Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	2.70	
		31920						
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1	\$2.70
Account 53610 - Building Repairs								
392 - Koorsen Fire & Security, INC	4895397	18 - TLRC Bi-annual Back-Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	14.95	
		flow Inspection 31922						
53657 - Plymate, INC	2874615	18 - TLRC Entry Mat Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	75.99	
		Service 31956						
Account 53610 - Building Repairs Totals							Invoice Transactions 2	\$90.94
Program 185000 - Twin Lakes Recreation Center Totals							Invoice Transactions 6	\$1,417.70
Program 185002 - TLRC-Health & Wellness								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	000000 GPYKAP	TLRC - AV Equipment for Paid by Check #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	413.22	
		Fitness Classes 70657						
5410 - Yoga Direct, LLC	YD-2282933	18- TLRC Group Ex- Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	623.44	
		Yoga Equipment 32024						
Account 52420 - Other Supplies Totals							Invoice Transactions 2	\$1,036.66
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	101019	18-TLRC Fitness Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	50.00	
		Specialist 31817						
13007 - Valeria A Decastro	101019	18-TLRC Fitness Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	75.00	
		Specialist 31857						
5274 - Catherine T Gossett	101519	18-TLRC Fitness Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	306.25	
		Specialist 31880						
6602 - Pendah Jallow	101019	18-TLRC Fitness Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	60.00	
		Specialist 31911						
7085 - Anna Khachatryan	100719	18-TLRC Fitness Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	25.00	
		Specialist 31917						
1336 - Kristy L LeVert	101019	18-TLRC Fitness Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	62.50	
		Specialist 31926						
5007 - Emeline P O'Connor	101519	18-TLRC Fitness Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	150.00	
		Specialist 31951						
14093 - Allana Radecki	101219	18-TLRC Fitness Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	250.00	
		Specialist 31960						
1973 - Megan M Stark	101819	18-TLRC Fitness Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	337.50	
		Specialist 31986						
6722 - Claire Sunkel	100819	18-TLRC Fitness Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	50.00	
		Specialist 31991						
5222 - Zane S Yeager	100919	18-TLRC Fitness Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	62.50	
		Specialist 32023						
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 11	\$1,428.75
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 13	\$2,465.41
Program 185003 - TLRC-Basketball								
Account 53990 - Other Services and Charges								
1119 - National Alliance For Youth Sports, INC	2019 Membership	18-TLRC Youth Sports Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	60.00	
		NAYS Membership 31944						
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$60.00
Program 185003 - TLRC-Basketball Totals							Invoice Transactions 1	\$60.00
Program 185006 - TLRC-Concessions								
Account 52330 - Street, Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	6801208926	18 - TLRC Concessions Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	840.36	
		product 31845						
4099 - Gold Medal Products CO.	154490	18 - TLRC Concessions Paid by EFT #	10/22/2019	10/22/2019	11/01/2019	11/01/2019	230.50	
		Open PO 31878						



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Invoice Date Range 10/21/19 - 11/01/19

5819 - Synchrony Bank	7377	18 - TLRC Concession	Paid by Check # 70657	10/22/2019	10/22/2019	11/01/2019	11/01/2019	52.26
5819 - Synchrony Bank	6669	18 - TLRC concession product	Paid by Check # 70657	10/22/2019	10/22/2019	11/01/2019	11/01/2019	88.90
5819 - Synchrony Bank	5538	18 - TLRC Concessions product	Paid by Check # 70657	10/22/2019	10/22/2019	11/01/2019	11/01/2019	229.70
21145 - Sysco USA III, LLC	238060792	18 - TLRC Concessions product	Paid by EFT # 31993	10/22/2019	10/22/2019	11/01/2019	11/01/2019	1,134.28
			Account 52330 - Street , Alley, and Sewer Material			Invoice Transactions 6		\$2,576.00
			Program 185006 - TLRC-Concessions Totals			Invoice Transactions 6		\$2,576.00
Program 186500 - Community Events								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	2283	18- apple cider, hot cocoa, and lighters for	Paid by Check # 70657	10/22/2019	10/22/2019	11/01/2019	11/01/2019	87.70
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$87.70
Account 53990 - Other Services and Charges								
205 - City Of Bloomington	18-2019-10	18-Nature programs - June 7,21; July 5,19;	Paid by Check # 70632	10/22/2019	10/22/2019	11/01/2019	11/01/2019	400.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$400.00
			Program 186500 - Community Events Totals			Invoice Transactions 2		\$487.70
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	604490	18-rope, brass snap	Paid by EFT # 31920	10/22/2019	10/22/2019	11/01/2019	11/01/2019	17.68
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$17.68
			Program 186502 - Community Events-Gardens Totals			Invoice Transactions 1		\$17.68
Program 186503 - Community Events-Farmers' Market								
Account 47230 - Gift Certificate								
12431 - Donald J Dunkerley	1974	Market Bucks and Gift Certificates	Paid by Check # 70635	10/22/2019	10/22/2019	11/01/2019	11/01/2019	10.00
5200 - Chester L Lehman (Olde Lane Orchard)	1981	Market Bucks and Gift Certificates	Paid by EFT # 31924	10/22/2019	10/22/2019	11/01/2019	11/01/2019	45.00
12410 - Gene Newton	1983	Market Bucks and Gift Certificates	Paid by EFT # 31948	10/22/2019	10/22/2019	11/01/2019	11/01/2019	5.00
12405 - Titus Raber	1971	Market Bucks and Gift Certificates	Paid by EFT # 31959	10/22/2019	10/22/2019	11/01/2019	11/01/2019	40.00
12428 - Perry L Richardson	1982	Gift Certificates	Paid by Check # 70652	10/22/2019	10/22/2019	11/01/2019	11/01/2019	25.00
			Account 47230 - Gift Certificate Totals			Invoice Transactions 5		\$125.00
Account 47240 - EBT Market Bucks								
12431 - Donald J Dunkerley	1974	Market Bucks and Gift Certificates	Paid by Check # 70635	10/22/2019	10/22/2019	11/01/2019	11/01/2019	24.00
2458 - Jason L Hobson (Sycamore Run Farm)	1987	Market Bucks	Paid by EFT # 31888	10/22/2019	10/22/2019	11/01/2019	11/01/2019	21.00
7497 - Elizabeth L Jones	1980	Market Bucks	Paid by EFT # 31912	10/22/2019	10/22/2019	11/01/2019	11/01/2019	102.00
5200 - Chester L Lehman (Olde Lane Orchard)	1981	Market Bucks and Gift Certificates	Paid by EFT # 31924	10/22/2019	10/22/2019	11/01/2019	11/01/2019	96.00
3981 - Muddy Fork Farm & Bakery, LLC	1972	Market Bucks	Paid by EFT # 31943	10/22/2019	10/22/2019	11/01/2019	11/01/2019	21.00
3981 - Muddy Fork Farm & Bakery, LLC	1985	Market Bucks	Paid by EFT # 31943	10/22/2019	10/22/2019	11/01/2019	11/01/2019	18.00
12410 - Gene Newton	1983	Market Bucks and Gift Certificates	Paid by EFT # 31948	10/22/2019	10/22/2019	11/01/2019	11/01/2019	33.00
12405 - Titus Raber	1971	Market Bucks and Gift Certificates	Paid by EFT # 31959	10/22/2019	10/22/2019	11/01/2019	11/01/2019	267.00
5668 - Red Frazier Bison, LLP	1978	Market Bucks	Paid by EFT # 31961	10/22/2019	10/22/2019	11/01/2019	11/01/2019	21.00
12430 - Luke Rhodes	1984	Market Bucks	Paid by EFT # 31963	10/22/2019	10/22/2019	11/01/2019	11/01/2019	27.00
54040 - SIB, INC (Scholars Inn Bakehouse)	1986	Market Bucks	Paid by EFT # 31979	10/22/2019	10/22/2019	11/01/2019	11/01/2019	12.00
5673 - Stephen Stoll	1976	Market Bucks	Paid by EFT # 31989	10/22/2019	10/22/2019	11/01/2019	11/01/2019	48.00
6623 - Twilight Dairy, LLC	1977	Market Bucks	Paid by EFT # 32002	10/22/2019	10/22/2019	11/01/2019	11/01/2019	75.00
6623 - Twilight Dairy, LLC	1973	Market Bucks	Paid by EFT # 32002	10/22/2019	10/22/2019	11/01/2019	11/01/2019	48.00
12424 - Daniel L Weber	1975	Market Bucks	Paid by EFT # 32011	10/22/2019	10/22/2019	11/01/2019	11/01/2019	18.00
5752 - Wild Alaska Salmon & Seafood, INC	1979	Market Bucks	Paid by EFT # 32016	10/22/2019	10/22/2019	11/01/2019	11/01/2019	24.00
			Account 47240 - EBT Market Bucks Totals			Invoice Transactions 16		\$855.00
			Program 186503 - Community Events-Farmers' Market Totals			Invoice Transactions 21		\$980.00
Program 186506 - Performing Art Series								
Account 53990 - Other Services and Charges								
6981 - Shuzo Hamada	101119	18- Performance at Nature Sounds Program	Paid by EFT # 31883	10/22/2019	10/22/2019	11/01/2019	11/01/2019	100.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$100.00
			Program 186506 - Performing Art Series Totals			Invoice Transactions 1		\$100.00
Program 187001 - Adult Sports-Softball								
Account 53910 - Dues and Subscriptions								
822 - Indiana Amateur Softball Association, INC	20190103	18- TLSP 2019 Fall Adult Softball ASA Registration	Paid by EFT # 31897	10/22/2019	10/22/2019	11/01/2019	11/01/2019	1,400.00
			Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		\$1,400.00
Account 53940 - Temporary Contractual Employee								
2501 - Christopher M Cochran	100319	18-Adult Softball Umpire	Paid by EFT # 31846	10/22/2019	10/22/2019	11/01/2019	11/01/2019	54.00



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2481 - Ryan W Feuquay	101719	18-Adult Softball Umpire	Paid by EFT # 31871	10/22/2019	10/22/2019	11/01/2019	11/01/2019	54.00
17565 - Michael B Hicks (Contractual)	101719	18-Adult Softball Umpire	Paid by EFT # 31885	10/22/2019	10/22/2019	11/01/2019	11/01/2019	306.00
6443 - David Joseph Huss	100319	18-Adult Softball Umpire	Paid by EFT # 31895	10/22/2019	10/22/2019	11/01/2019	11/01/2019	120.00
557 - Vicki Lynn Minder	100219	18-Adult Softball Umpire	Paid by EFT # 31937	10/22/2019	10/22/2019	11/01/2019	11/01/2019	60.00
3868 - Orion Saft	100719	18-Adult Softball Umpire	Paid by EFT # 31970	10/22/2019	10/22/2019	11/01/2019	11/01/2019	162.00
6962 - Glen William Schulz	101719	18-Adult Softball Umpire	Paid by EFT # 31971	10/22/2019	10/22/2019	11/01/2019	11/01/2019	162.00
6470 - Adrianni Nicole Wilson	101019	18-Adult Softball Umpire	Paid by EFT # 32018	10/22/2019	10/22/2019	11/01/2019	11/01/2019	114.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 8		\$1,032.00
			Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 9		\$2,432.00
Program 189000 - Operations								
Account 52420 - Other Supplies								
90 - Service Supply Ltd., INC	22077	18-Memorial Bench (Bryan Park)	Paid by EFT # 31972	10/22/2019	10/22/2019	11/01/2019	11/01/2019	1,743.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$1,743.00
			Program 189000 - Operations Totals			Invoice Transactions 1		\$1,743.00
			Department 18 - Parks & Recreation Totals			Invoice Transactions 86		\$17,789.52
			Fund 201 - Parks and Rec Non Reverting Totals			Invoice Transactions 86		\$17,789.52
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								
53005 - Menards, INC	35516	18-Whirlpool Refrigerator for Clubhouse	Paid by Check # 70648	10/22/2019	10/22/2019	11/01/2019	11/01/2019	1,297.00
6801 - Williams Scotsman, INC	7186408	18-Storage trailer for construction	Paid by EFT # 32017	10/22/2019	10/22/2019	11/01/2019	11/01/2019	224.94
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions 2		\$1,521.94
			Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals			Invoice Transactions 2		\$1,521.94
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP								
Account 54510 - Other Capital Outlays								
18844 - First Financial Bank, N.A.	2263	18-Lentz Paving Escrow Court Resurfacing	Paid by Check # 70637	10/22/2019	10/22/2019	11/01/2019	11/01/2019	3,948.60
3642 - Lentz Paving, LLC	2263	18-Multiple Court Resurfacing	Paid by EFT # 31925	10/22/2019	10/22/2019	11/01/2019	11/01/2019	34,148.29
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions 2		\$38,096.89
			Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals			Invoice Transactions 2		\$38,096.89
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA								
Account 54510 - Other Capital Outlays								
10 - Bledsoe Riggert Cooper & James INC	22259	18-Construction layout services for Crestmont	Paid by EFT # 31824	10/22/2019	10/22/2019	11/01/2019	11/01/2019	650.00
18844 - First Financial Bank, N.A.	HF1, TLRC App # 1	18-Escrow for Bond project HVAC at Twin	Paid by Check # 70638	10/22/2019	10/22/2019	11/01/2019	11/01/2019	6,661.49
321 - Harrell Fish, INC	HF1, TLRC App # 1	18-GOB Project HVAC replacement at TLRC	Paid by EFT # 31884	10/22/2019	10/22/2019	11/01/2019	11/01/2019	126,568.26
334 - Irving Materials, INC	10782082	18-Concrete pours for Crestmont Park	Paid by EFT # 31909	10/22/2019	10/22/2019	11/01/2019	11/01/2019	226.00
334 - Irving Materials, INC	10783593	18-Concrete pours for Crestmont Park	Paid by EFT # 31909	10/22/2019	10/22/2019	11/01/2019	11/01/2019	264.00
334 - Irving Materials, INC	10775693	18-Concrete pours for Crestmont Park	Paid by EFT # 31909	10/22/2019	10/22/2019	11/01/2019	11/01/2019	599.50
334 - Irving Materials, INC	10776525	18-Concrete pours for Crestmont Park	Paid by EFT # 31909	10/22/2019	10/22/2019	11/01/2019	11/01/2019	967.42
334 - Irving Materials, INC	10785105	18-Concrete pours for Crestmont Park	Paid by EFT # 31909	10/22/2019	10/22/2019	11/01/2019	11/01/2019	547.50
3642 - Lentz Paving, LLC	2263	18-Multiple Court Resurfacing	Paid by EFT # 31925	10/22/2019	10/22/2019	11/01/2019	11/01/2019	40,875.11
351 - Young Trucking, INC	103593	18-Stone (#11 & #53) for Crestmont	Paid by EFT # 32025	10/22/2019	10/22/2019	11/01/2019	11/01/2019	632.50
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions 10		\$177,991.78
			Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals			Invoice Transactions 10		\$177,991.78
			Department 18 - Parks & Recreation Totals			Invoice Transactions 14		\$217,610.61
			Fund 977 - Parks 2016 GO Bond Proceeds Totals			Invoice Transactions 14		\$217,610.61
			Grand Totals			Invoice Transactions 215		\$289,423.54

REGISTER OF SPECIAL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
11/1/2019	Claims				289,423.54
10/17/2019	Sales Tax				5,058.03
10/16/2019	Special Utility Claims				35,405.32
					<u>329,886.89</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 \$ 329,886.89

Dated this _____ day of _____ year of 20____.

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

Fiscal Office _____



Board of Parks & Recreation Claim Register

Invoice Date Range 10/30/19 - 10/31/19

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 (51301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53210 - Telephone										
1079 - AT&T	849494855	18-September Long	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	89.27
	100919	Distance Charges	70674							
1079 - AT&T	812349370010	18- Landlines Oct/Nov	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	2,215.72
	19		70675							
13969 - AT&T Mobility II, LLC	9748920X101920	18- Landlines Oct/Nov	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	31.24
	19		70680							
Account 53210 - Telephone Totals									Invoice Transactions 3	\$2,336.23
Program 181000 - Administration Totals									Invoice Transactions 3	\$2,336.23
Program 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X101920	18- Landlines Oct/Nov	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	41.69
	19		70680							
Account 53210 - Telephone Totals									Invoice Transactions 1	\$41.69
Program 181100 - Marketing Totals									Invoice Transactions 1	\$41.69
Program 182001 - Aquatics - Bryan Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X101920	18- Landlines Oct/Nov	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	31.24
	19		70680							
Account 53210 - Telephone Totals									Invoice Transactions 1	\$31.24
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 1	\$31.24
Program 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X101920	18- Landlines Oct/Nov	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	87.17
	19		70680							
Account 53210 - Telephone Totals									Invoice Transactions 1	\$87.17
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 1	\$87.17
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmerGas Propane, LP	3097742985	18 FSC Propane for	Paid by EFT #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	139.16
		Zamboni	32031							
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	\$139.16
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	11905484521013	18-Cable Service	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	93.58
	19		70682							
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$93.58
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002417707	18-Landfill November	Paid by EFT #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	224.08
			32032							
Account 53950 - Landfill Totals									Invoice Transactions 1	\$224.08
Program 182500 - Frank Southern Center Totals									Invoice Transactions 3	\$456.82
Program 183500 - Golf Services										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	0867A	18 - CG Institutional	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	82.58
		Supplies-bath tissue,	70686							
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$82.58
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X101920	18- Landlines Oct/Nov	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	44.84
	19		70680							
Account 53210 - Telephone Totals									Invoice Transactions 1	\$44.84
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	11904858951019	18-Cable Service	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	112.86
	19		70683							
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$112.86
Program 183500 - Golf Services Totals									Invoice Transactions 3	\$240.28
Program 184000 - Natural Resources										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X101920	18- Landlines Oct/Nov	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	72.93
	19		70680							
Account 53210 - Telephone Totals									Invoice Transactions 1	\$72.93
Program 184000 - Natural Resources Totals									Invoice Transactions 1	\$72.93
Program 187001 - Adult Sports-Softball										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X101920	18- Landlines Oct/Nov	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	27.20
	19		70680							
Account 53210 - Telephone Totals									Invoice Transactions 1	\$27.20
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002417718	18-Landfill November	Paid by EFT #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	351.50
			32032							
Account 53950 - Landfill Totals									Invoice Transactions 1	\$351.50
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 2	\$378.70
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X101920	18- Landlines Oct/Nov	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	13.60
	19		70680							
Account 53210 - Telephone Totals									Invoice Transactions 1	\$13.60
Program 188001 - Inclusive Recreation Totals									Invoice Transactions 1	\$13.60
Program 189000 - Operations										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	2282A	18-10' x 10' pop-up	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	159.98
		canopy for Cemetery	70686							
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$159.98
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X101920	18- Landlines Oct/Nov	Paid by Check #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	278.34
	19		70680							
Account 53210 - Telephone Totals									Invoice Transactions 1	\$278.34
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002416849	18-Landfill November	Paid by EFT #		10/30/2019	10/30/2019	10/30/2019		10/31/2019	791.22
			32032							
Account 53950 - Landfill Totals									Invoice Transactions 1	\$791.22
Program 189000 - Operations Totals									Invoice Transactions 3	\$1,229.54
Program 189501 - Cemeteries										
Account 53210 - Telephone										



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Invoice Date Range 10/30/19 - 10/31/19

13969 - AT&T Mobility II, LLC	9748920X101920 18- Landlines Oct/Nov 19	Paid by Check # 70680	10/30/2019	10/30/2019	10/30/2019	10/31/2019	13.60
			Account 53210 - Telephone Totals		Invoice Transactions 1		\$13.60
			Program 189501 - Cemeteries Totals		Invoice Transactions 1		\$13.60
Program 189503 - Urban Forestry							
Account 53210 - Telephone							
13969 - AT&T Mobility II, LLC	9748920X101920 18- Landlines Oct/Nov 19	Paid by Check # 70680	10/30/2019	10/30/2019	10/30/2019	10/31/2019	107.32
			Account 53210 - Telephone Totals		Invoice Transactions 1		\$107.32
			Program 189503 - Urban Forestry Totals		Invoice Transactions 1		\$107.32
			Department 18 - Parks & Recreation Totals		Invoice Transactions 21		\$5,009.12
			Fund 200 - Parks and Recreation Gen (\$1301) Totals		Invoice Transactions 21		\$5,009.12
Fund 201 - Parks and Rec Non Reverting							
Department 18 - Parks & Recreation							
Program 182501 - Frank Southern Center Concession							
Account 52330 - Street , Alley, and Sewer Material							
5819 - Synchrony Bank	7546A	18-FSC-Concessions-candy, pretzels, chips, 18-FSC concession-pretzels-10/8/19	Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 294.94
5819 - Synchrony Bank	5375A		Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 73.64
			Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 2		\$368.58
			Program 182501 - Frank Southern Center Concession Totals		Invoice Transactions 2		\$368.58
Program 183500 - Golf Services							
Account 52330 - Street , Alley, and Sewer Material							
5819 - Synchrony Bank	0741A	18 - Cascades-Snack bar items-hamburger/hot dog	Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 8.34
5819 - Synchrony Bank	0565A	18-Cascades-Snack bar items-nuts, snickers hot	Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 57.80
5819 - Synchrony Bank	0868A	18-Cascades-Snack bar Items-candy, donuts,	Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 159.75
			Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 3		\$225.89
			Program 183500 - Golf Services Totals		Invoice Transactions 3		\$225.89
Program 184501 - Youth Services-Kid City Camps							
Account 52420 - Other Supplies							
5819 - Synchrony Bank	000000 GPZCJP-A	18-Kid City-clock	Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 13.98
5819 - Synchrony Bank	8454A	18-Kid City Summer Camp Snacks/Supplies-	Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 18.88
5819 - Synchrony Bank	6074A	18-Kid City Summer Camp Snacks/Supplies-	Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 190.37
			Account 52420 - Other Supplies Totals		Invoice Transactions 3		\$223.23
			Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 3		\$223.23
Program 185000 - Twin Lakes Recreation Center							
Account 52210 - Institutional Supplies							
5819 - Synchrony Bank	7376A	18-TLRC Facility Supplies-Clorox wipes-10/17/19	Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 14.48
5819 - Synchrony Bank	5539A	18-TLRC Facility Supplies-Lysol, HDMI cable-	Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 37.42
			Account 52210 - Institutional Supplies Totals		Invoice Transactions 2		\$51.90
Account 53950 - Landfill							
2260 - Republic Services, INC	0694-002418326	18-Landfill November	Paid by EFT # 32032	10/30/2019	10/30/2019	10/30/2019	10/31/2019 291.17
			Account 53950 - Landfill Totals		Invoice Transactions 1		\$291.17
			Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 3		\$343.07
Program 185002 - TLRC-Health & Wellness							
Account 52420 - Other Supplies							
5819 - Synchrony Bank	000000 GPYKAP-A	18-TLRC - AV Equipment for Fitness Classes -	Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 413.22
			Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$413.22
			Program 185002 - TLRC-Health & Wellness Totals		Invoice Transactions 1		\$413.22
Program 185006 - TLRC-Concessions							
Account 52330 - Street , Alley, and Sewer Material							
5819 - Synchrony Bank	6669A	18-TLRC Concession-clear fry, pretzels-	Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 88.90
5819 - Synchrony Bank	7377A	18-TLRC Concession-cookies, protein shakes-	Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 52.26
5819 - Synchrony Bank	5538A	18-TLRC Concession-fruitsnacks, candy, nuts-	Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 229.70
			Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 3		\$370.86
			Program 185006 - TLRC-Concessions Totals		Invoice Transactions 3		\$370.86
Program 186500 - Community Events							
Account 52420 - Other Supplies							
5819 - Synchrony Bank	2283A	18- apple cider, hot cocoa, and lighters for	Paid by Check # 70686	10/30/2019	10/30/2019	10/30/2019	10/31/2019 87.70
			Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$87.70
Account 53210 - Telephone							
13969 - AT&T Mobility II, LLC	9748920X101920 18- Landlines Oct/Nov 19	Paid by Check # 70680	10/30/2019	10/30/2019	10/30/2019	10/31/2019	13.60
			Account 53210 - Telephone Totals		Invoice Transactions 1		\$13.60
			Program 186500 - Community Events Totals		Invoice Transactions 2		\$101.30
Program 186503 - Community Events-Farmers' Market							
Account 53210 - Telephone							
13969 - AT&T Mobility II, LLC	9748920X101920 18- Landlines Oct/Nov 19	Paid by Check # 70680	10/30/2019	10/30/2019	10/30/2019	10/31/2019	41.69
			Account 53210 - Telephone Totals		Invoice Transactions 1		\$41.69
			Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 1		\$41.69
			Department 18 - Parks & Recreation Totals		Invoice Transactions 18		\$2,087.84
			Fund 201 - Parks and Rec Non Reverting Totals		Invoice Transactions 18		\$2,087.84
			Grand Totals		Invoice Transactions 39		\$7,096.96



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Invoice Date Range 11/04/19 - 11/15/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	1463031	18- Calendars, planners, paper, markers, pens	Paid by EFT # 32221		11/05/2019	11/05/2019	11/15/2019		11/15/2019	193.48
5099 - Office Three Sixty, INC	1465294	18- Calendars, planners	Paid by EFT # 32221		11/05/2019	11/05/2019	11/15/2019		11/15/2019	177.78
5099 - Office Three Sixty, INC	1465294B1	18- Calendars, planners	Paid by EFT # 32221		11/05/2019	11/05/2019	11/15/2019		11/15/2019	53.21
Account 52110 - Office Supplies Totals							Invoice Transactions 3			\$424.47
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	112948	18-Staff Sweatshirt	Paid by EFT # 32292		11/05/2019	11/05/2019	11/15/2019		11/15/2019	45.21
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1			\$45.21
Program 181000 - Administration Totals							Invoice Transactions 4			\$469.68
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	002786 01520	18- Supplies for Trick or Treat Trail	Paid by Check # 70703		11/05/2019	11/05/2019	11/15/2019		11/15/2019	160.93
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$160.93
Program 181001 - Health & Wellness Totals							Invoice Transactions 1			\$160.93
Program 181100 - Marketing										
Account 52420 - Other Supplies										
54546 - Charles Y Coghlan, DMD (Office Easel)	90772A	18-Switchyard Park Community Gardens	Paid by EFT # 32099		11/05/2019	11/05/2019	11/15/2019		11/15/2019	310.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$310.00
Account 53220 - Postage										
933 - United States Postal Service	103119	18-deposit to Bulk Mail Permit # 302	Paid by Check # 70728		11/05/2019	11/05/2019	11/15/2019		11/15/2019	10,000.00
933 - United States Postal Service	October 20, 2019	18-Bulk Mail permit #302 annual renewal	Paid by Check # 70729		11/05/2019	11/05/2019	11/15/2019		11/15/2019	235.00
Account 53220 - Postage Totals							Invoice Transactions 2			\$10,235.00
Account 53310 - Printing										
818 - Everywhere Signs, LLC	55667	18-Temporary B-Line Trail closure yard signs	Paid by EFT # 32126		11/05/2019	11/05/2019	11/15/2019		11/15/2019	256.00
129 - FedEx Office and Print Service, INC	021100040557	18-Switchyard Park grand opening date	Paid by EFT # 32129		11/05/2019	11/05/2019	11/15/2019		11/15/2019	329.61
Account 53310 - Printing Totals							Invoice Transactions 2			\$585.61
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959_9119	18-August display ads and classifieds	Paid by EFT # 32137		11/05/2019	11/05/2019	11/15/2019		11/15/2019	2,138.25
683 - In The Dark Enterprises, INC (The Ryder)	1812PK-10242019	18-2019 display ads, March through Sept.	Paid by EFT # 32161		11/05/2019	11/05/2019	11/15/2019		11/15/2019	2,300.00
7084 - Smiling Cross, INC (Smile Promotions)	2362237 RI	18-Swag Item for SYP Grand Opening Lunch	Paid by EFT # 32250		11/05/2019	11/05/2019	11/15/2019		11/15/2019	1,857.27
7084 - Smiling Cross, INC (Smile Promotions)	2361919 RI	18-Swag Item for SYP Grand Opening Stainless	Paid by EFT # 32250		11/05/2019	11/05/2019	11/15/2019		11/15/2019	2,693.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1191029085	18-October radio spots on B97	Paid by EFT # 32252		11/05/2019	11/05/2019	11/15/2019		11/15/2019	1,600.00
798 - Winters Associates Promotional Products, INC	112898	18-Switchyard Park Staff Uniform Shirts	Paid by EFT # 32292		11/05/2019	11/05/2019	11/15/2019		11/15/2019	99.72
Account 53320 - Advertising Totals							Invoice Transactions 6			\$10,688.24
Account 53910 - Dues and Subscriptions										
6830 - Andrew Lambert (Lambert Consulting)	1497	18-social media management Cascades	Paid by EFT # 32188		11/05/2019	11/05/2019	11/15/2019		11/15/2019	300.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			\$300.00
Account 53990 - Other Services and Charges										
5819 - Synchrony Bank	436686838876	18-Amazon Decorations SYP Grand Opening	Paid by EFT # 32263		11/05/2019	11/05/2019	11/15/2019		11/15/2019	61.40
5819 - Synchrony Bank	573445974464	18-Amazon Decorations SYP Grand Opening	Paid by EFT # 32263		11/05/2019	11/05/2019	11/15/2019		11/15/2019	204.23
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$265.63
Program 181100 - Marketing Totals							Invoice Transactions 14			\$22,384.48
Program 182001 - Aquatics - Bryan Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	9335934	18 - POOLS -carbon dioxide, helium, oxygen,	Paid by EFT # 32164		11/05/2019	11/05/2019	11/15/2019		11/15/2019	20.40
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1			\$20.40
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 1			\$20.40
Program 182002 - Aquatics - Mills Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	9335934	18 - POOLS -carbon dioxide, helium, oxygen,	Paid by EFT # 32164		11/05/2019	11/05/2019	11/15/2019		11/15/2019	20.41
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1			\$20.41
Account 53540 - Natural Gas										
222 - Vectren	50524084891107 19	18- Natural Gas October Charges	Paid by Check # 70696		11/04/2019	11/04/2019	11/04/2019		11/04/2019	46.00
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$46.00
Account 53630 - Machinery and Equipment Repairs										
54255 - Spear Corporation	303903	18-Aquatic Winterization of pools	Paid by EFT # 32255		11/05/2019	11/05/2019	11/15/2019		11/15/2019	1,375.00
Account 53630 - Machinery and Equipment Repairs Totals							Invoice Transactions 1			\$1,375.00
Program 182002 - Aquatics - Mills Pool Totals							Invoice Transactions 3			\$1,441.41



Board of Parks & Recreation Claim Register

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Program 182500 - Frank Southern Center

Account 52310 - Building Materials and Supplies

53005 - Menards, INC 35929

5819 - Synchrony Bank 836845733845

18 FSC Wood for shelving

18 FSC Markers

Paid by Check # 70715

Paid by EFT # 32263

11/05/2019 11/05/2019 11/15/2019

11/15/2019

4.84

11/05/2019 11/05/2019 11/15/2019

11/15/2019

55.98

Account 52310 - Building Materials and Supplies Totals

Invoice Transactions 2

\$60.82

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety 601712

394 - Kleindorfer Hardware & Variety 601098

53005 - Menards, INC 36567

53005 - Menards, INC 36556

53005 - Menards, INC 36565

18 - Box of Screws and drill bit to fix threshold
18-Miscellaneous Hardware
18 - Cordless Recip Saw and Blade Set for FSC
18 - Recip Saw and blade, for FSC
18- Recip saw and blad for FSC

Paid by EFT # 32184

Paid by EFT # 32184

Paid by Check # 70715

Paid by Check # 70715

Paid by Check # 70715

11/05/2019 11/05/2019 11/15/2019

11/15/2019

29.58

11/05/2019 11/05/2019 11/15/2019

11/15/2019

90.42

11/05/2019 11/05/2019 11/15/2019

11/15/2019

215.28

11/05/2019 11/05/2019 11/15/2019

11/15/2019

107.98

11/05/2019 11/05/2019 11/15/2019

11/15/2019

(107.98)

Account 52420 - Other Supplies Totals

Invoice Transactions 5

\$335.28

Account 53920 - Laundry and Other Sanitation Services

52783 - Bloomington Coin Ventures, INC October 21, 2019

(LaundrvWorks) 6279 - Destiny Easton (I Shine Cleaning, LLC) 4121

53657 - Plymate, INC 2877942

18 - FSC Laundry Service for towels
18 - FSC Bathroom BiWeekly Deep Cleaning
18-FSC Rug Cleaning Service

Paid by EFT # 32081

Paid by EFT # 32119

Paid by EFT # 32227

11/05/2019 11/05/2019 11/15/2019

11/15/2019

220.00

11/05/2019 11/05/2019 11/15/2019

11/15/2019

90.00

11/05/2019 11/05/2019 11/15/2019

11/15/2019

72.41

Account 53920 - Laundry and Other Sanitation Services Totals

Invoice Transactions 3

\$382.41

Program 182500 - Frank Southern Center Totals

Invoice Transactions 10

\$778.51

Program 183500 - Golf Services

Account 52210 - Institutional Supplies

5819 - Synchrony Bank 0142

18 - CG Institutional Supplies

Paid by Check # 70724

11/05/2019 11/05/2019 11/15/2019

11/15/2019

50.50

Account 52210 - Institutional Supplies Totals

Invoice Transactions 1

\$50.50

Account 52420 - Other Supplies

4449 - Shelby Gravel, INC 645432

18 - Top Dressing Sand

Paid by EFT # 32246

11/05/2019 11/05/2019 11/15/2019

11/15/2019

798.53

Account 52420 - Other Supplies Totals

Invoice Transactions 1

\$798.53

Account 53540 - Natural Gas

222 - Vectren 1154625513110719

18- Natural Gas October Charges

Paid by Check # 70696

11/04/2019 11/04/2019 11/04/2019

11/04/2019

61.09

Account 53540 - Natural Gas Totals

Invoice Transactions 1

\$61.09

Account 53630 - Machinery and Equipment Repairs

392 - Koorsen Fire & Security, INC 4923604

18 - Inspection of Fire Ext

Paid by EFT # 32186

11/05/2019 11/05/2019 11/15/2019

11/15/2019

152.00

Account 53630 - Machinery and Equipment Repairs Totals

Invoice Transactions 1

\$152.00

Account 53730 - Machinery and Equipment Rental

821 - Links Aerification Plus, LLC 565

18 - Aerification Process

Paid by EFT # 32192

11/05/2019 11/05/2019 11/15/2019

11/15/2019

3,500.00

Account 53730 - Machinery and Equipment Rental Totals

Invoice Transactions 1

\$3,500.00

Account 53990 - Other Services and Charges

421 - Centerstone Of Indiana, INC 101819 golf

18-Golfcourse Work Crew

Paid by EFT # 32096

11/05/2019 11/05/2019 11/15/2019

11/15/2019

2,087.38

Account 53990 - Other Services and Charges Totals

Invoice Transactions 1

\$2,087.38

Program 183500 - Golf Services Totals

Invoice Transactions 6

\$6,649.50

Program 184000 - Natural Resources

Account 52210 - Institutional Supplies

5819 - Synchrony Bank 473573773976

18-Amazon Instant Cold Pack Natural Res

Paid by EFT # 32263

11/05/2019 11/05/2019 11/15/2019

11/15/2019

44.00

Account 52210 - Institutional Supplies Totals

Invoice Transactions 1

\$44.00

Account 52340 - Other Repairs and Maintenance

394 - Kleindorfer Hardware & Variety 601282

18-AP sand, chainsaw chain, bar lube

Paid by EFT # 32184

11/05/2019 11/05/2019 11/15/2019

11/15/2019

43.29

Account 52340 - Other Repairs and Maintenance Totals

Invoice Transactions 1

\$43.29

Account 52420 - Other Supplies

11589 - Bloomington Cooperative Services (Bloominafoods) 547608

18-Water

Paid by EFT # 32082

11/05/2019 11/05/2019 11/15/2019

11/15/2019

3.92

3560 - First Financial Bank / Credit Cards 002786 01520

18- Supplies for Trick or Treat Trail

Paid by Check # 70703

11/05/2019 11/05/2019 11/15/2019

11/15/2019

45.96

Account 52420 - Other Supplies Totals

Invoice Transactions 2

\$49.88

Account 52430 - Uniforms and Tools

17133 - T.I.S. INC (Taylor Imprinted Sportswear) T92772

18-NR Staff T-Shirts

Paid by EFT # 32265

11/05/2019 11/05/2019 11/15/2019

11/15/2019

210.00

Account 52430 - Uniforms and Tools Totals

Invoice Transactions 1

\$210.00

Program 184000 - Natural Resources Totals

Invoice Transactions 5

\$347.17

Program 184500 - Youth Services -Juke Box

Account 52310 - Building Materials and Supplies

53657 - Plymate, INC 2877941

18-AJB Entry Floor Mats

Paid by EFT # 32227

11/05/2019 11/05/2019 11/15/2019

11/15/2019

24.71

Account 52310 - Building Materials and Supplies Totals

Invoice Transactions 1

\$24.71

Program 184500 - Youth Services -Juke Box Totals

Invoice Transactions 1

\$24.71

Program 186500 - Community Events

Account 43270 - Registration Fees

Laurie Franke-Polz 2019-00001401

18-Refunds

Paid by Check # 70732

11/05/2019 11/05/2019 11/15/2019

11/15/2019

25.00

Account 43270 - Registration Fees Totals

Invoice Transactions 1

\$25.00

Account 53990 - Other Services and Charges



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6631 - Tony Brewer	Sept 17, 2019	18- Eulogies on demand for Dearly Departed	Paid by EFT # 32089	11/05/2019	11/05/2019	11/15/2019	11/15/2019	300.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		\$300.00
Program 186500 - Community Events Totals						Invoice Transactions 2		\$325.00
Program 187001 - Adult Sports-Softball								
Account 53230 - Travel								
3560 - First Financial Bank / Credit Cards	10232019	18- USA Softball Travel	Paid by Check # 70703	11/05/2019	11/05/2019	11/15/2019	11/15/2019	569.00
Account 53230 - Travel Totals						Invoice Transactions 1		\$569.00
Account 53310 - Printing								
2895 - Rapid Reproductions, INC	28821	18-Text message service number banner	Paid by EFT # 32233	11/05/2019	11/05/2019	11/15/2019	11/15/2019	49.92
Account 53310 - Printing Totals						Invoice Transactions 1		\$49.92
Program 187001 - Adult Sports-Softball Totals						Invoice Transactions 2		\$618.92
Program 187202 - Youth Sports-Winslow								
Account 53730 - Machinery and Equipment Rental								
13706 - Sunbelt Rentals, INC	95429578-0001	18 - Air Compressor Rental for irrigation blow	Paid by EFT # 32261	11/05/2019	11/05/2019	11/15/2019	11/15/2019	511.06
Account 53730 - Machinery and Equipment Rental Totals						Invoice Transactions 1		\$511.06
Program 187202 - Youth Sports-Winslow Totals						Invoice Transactions 1		\$511.06
Program 187500 - Banneker								
Account 52420 - Other Supplies								
1029 - Cintas First Aid & Safety #2	5015209118	18-BBCC-First Aid	Paid by EFT # 32100	11/05/2019	11/05/2019	11/15/2019	11/15/2019	82.06
5819 - Synchrony Bank	438937938458	18-Amazon Banneker Resin Multipurpose Table	Paid by EFT # 32263	11/05/2019	11/05/2019	11/15/2019	11/15/2019	61.97
5819 - Synchrony Bank	454457493363	18-Amazon Banneker Supplies/Clock/Storage/	Paid by EFT # 32263	11/05/2019	11/05/2019	11/15/2019	11/15/2019	273.05
5819 - Synchrony Bank	9734	18-BBCC-Halloween Event and Building	Paid by Check # 70724	11/05/2019	11/05/2019	11/15/2019	11/15/2019	367.10
Account 52420 - Other Supplies Totals						Invoice Transactions 4		\$784.18
Account 53140 - Exterminator Services								
4073 - Terminix International	390367024	18-BBCC-October IPM	Paid by Check # 70726	11/05/2019	11/05/2019	11/15/2019	11/15/2019	45.00
4073 - Terminix International	388510531	18-BBCC-August IPM	Paid by Check # 70726	11/05/2019	11/05/2019	11/15/2019	11/15/2019	40.00
Account 53140 - Exterminator Services Totals						Invoice Transactions 2		\$85.00
Account 53540 - Natural Gas								
222 - Vectren	0350745006110719	18- Natural Gas October Charges	Paid by Check # 70696	11/04/2019	11/04/2019	11/04/2019	11/04/2019	95.02
Account 53540 - Natural Gas Totals						Invoice Transactions 1		\$95.02
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	1190607084101719	06-Cable Service	Paid by Check # 70692	11/04/2019	11/04/2019	11/04/2019	11/04/2019	106.98
Account 53910 - Dues and Subscriptions Totals						Invoice Transactions 1		\$106.98
Account 53990 - Other Services and Charges								
204 - State Of Indiana	61941	18-Background Checks Banneker	Paid by Check # 70722	11/05/2019	11/05/2019	11/15/2019	11/15/2019	14.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		\$14.00
Program 187500 - Banneker Totals						Invoice Transactions 9		\$1,085.18
Program 189000 - Operations								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM215409	18-Ind.bag 38x58	Paid by EFT # 32128	11/05/2019	11/05/2019	11/15/2019	11/15/2019	214.40
313 - Fastenal Company	INBLM215437	18-Safety supplies & custodial supplies	Paid by EFT # 32128	11/05/2019	11/05/2019	11/15/2019	11/15/2019	183.61
9269 - Ferguson Facilities Supply, HP Products #3400	0002263	18-Toilet & hand soap dispensers, t.p., hand	Paid by EFT # 32130	11/05/2019	11/05/2019	11/15/2019	11/15/2019	46.94
9269 - Ferguson Facilities Supply, HP Products #3400	0005547	18-Toilet & hand soap dispensers, t.p., hand	Paid by EFT # 32130	11/05/2019	11/05/2019	11/15/2019	11/15/2019	336.44
9269 - Ferguson Facilities Supply, HP Products #3400	0005629	18-Toilet & hand soap dispensers, t.p., hand	Paid by EFT # 32130	11/05/2019	11/05/2019	11/15/2019	11/15/2019	111.78
Account 52210 - Institutional Supplies Totals						Invoice Transactions 5		\$893.17
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	605844	18-weatherproof outlet box covers	Paid by EFT # 32184	11/05/2019	11/05/2019	11/15/2019	11/15/2019	38.11
53005 - Menards, INC	36622	18-dry erase paint, foam kit	Paid by Check # 70715	11/05/2019	11/05/2019	11/15/2019	11/15/2019	28.55
53005 - Menards, INC	36059	18-2 rod metal basket	Paid by Check # 70715	11/05/2019	11/05/2019	11/15/2019	11/15/2019	12.96
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 3		\$79.62
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	601696	18-brass elbow and 90 degree fitting	Paid by EFT # 32184	11/05/2019	11/05/2019	11/15/2019	11/15/2019	15.58
394 - Kleindorfer Hardware & Variety	605862	18-supplies for electrical box at Winslow Woods	Paid by EFT # 32184	11/05/2019	11/05/2019	11/15/2019	11/15/2019	4.26
394 - Kleindorfer Hardware & Variety	601176	18-trash can lids	Paid by EFT # 32184	11/05/2019	11/05/2019	11/15/2019	11/15/2019	11.88
394 - Kleindorfer Hardware & Variety	601072	18-plumbing parts to fix dog rinse station at dog	Paid by EFT # 32184	11/05/2019	11/05/2019	11/15/2019	11/15/2019	12.15
394 - Kleindorfer Hardware & Variety	601433	18-hardware to fix hydrant at dog park	Paid by EFT # 32184	11/05/2019	11/05/2019	11/15/2019	11/15/2019	13.57
53005 - Menards, INC	35890	18-pothole patch	Paid by Check # 70715	11/05/2019	11/05/2019	11/15/2019	11/15/2019	13.98
Account 52340 - Other Repairs and Maintenance Totals						Invoice Transactions 6		\$71.42
Account 52420 - Other Supplies								



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818 - Everywhere Signs, LLC	55610	18-Rose Hill Cemetery sign	Paid by EFT # 32126	11/05/2019	11/05/2019	11/15/2019	11/15/2019	400.00
9523 - Freedom Business Solutions, LLC	11500	18- (3) Toner cartridges for HP Printer (yellow, 18-items for organizing mechanic shop	Paid by EFT # 32134	11/05/2019	11/05/2019	11/15/2019	11/15/2019	327.00
53005 - Menards, INC	36400	18-items for organizing mechanic shop	Paid by Check # 70715	11/05/2019	11/05/2019	11/15/2019	11/15/2019	95.65
53005 - Menards, INC	36117	18-items for organizing mechanic shop	Paid by Check # 70715	11/05/2019	11/05/2019	11/15/2019	11/15/2019	123.13
90 - Service Supply Ltd., INC	22093	18-(1) 6' bench (Dumorf 92-60-green)	Paid by EFT # 32243	11/05/2019	11/05/2019	11/15/2019	11/15/2019	1,213.00
Account 53130 - Medical				Account 52420 - Other Supplies Totals		Invoice Transactions 5		\$2,158.78
231 - Indiana University Health Bloomington, INC	00098802-00	18-(4) Hearing tests for (1) RFT & (3) seasonal	Paid by EFT # 32167	11/05/2019	11/05/2019	11/15/2019	11/15/2019	87.00
Account 53130 - Medical				Account 53130 - Medical Totals		Invoice Transactions 1		\$87.00
222 - Vectren	0252409732110519	18-Natural Gas October Charges	Paid by Check # 70696	11/04/2019	11/04/2019	11/04/2019	11/04/2019	34.97
Account 53540 - Natural Gas				Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$34.97
Account 53920 - Laundry and Other Sanitation Services				Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 2		\$31.34
19171 - Aramark Uniform & Career Apparel Group, INC	1824108747	18-Uniform & mat laundry services for	Paid by EFT # 32069	11/05/2019	11/05/2019	11/15/2019	11/15/2019	15.67
19171 - Aramark Uniform & Career Apparel Group, INC	1824099725	18-Uniform & mat laundry services for	Paid by EFT # 32069	11/05/2019	11/05/2019	11/15/2019	11/15/2019	15.67
Account 53990 - Other Services and Charges				Account 53990 - Other Services and Charges Totals		Invoice Transactions 4		\$22,424.16
6905 - Airworx Construction Equipment & Supply, LLC	0000003514280000	18-Evaluation/Inspection of articulating boom lift	Paid by EFT # 32063	11/05/2019	11/05/2019	11/15/2019	11/15/2019	500.00
421 - Centerstone Of Indiana, INC	101819 trash	18 Trash Pickup Work Crew	Paid by EFT # 32096	11/05/2019	11/05/2019	11/15/2019	11/15/2019	8,029.16
5187 - Green Dragon Lawn Care, INC	3532	18-Contractual mowing/trimming @ (37)	Paid by EFT # 32143	11/05/2019	11/05/2019	11/15/2019	11/15/2019	6,970.00
5187 - Green Dragon Lawn Care, INC	3531	18-Contractual mowing/trimming @ (37)	Paid by EFT # 32143	11/05/2019	11/05/2019	11/15/2019	11/15/2019	6,925.00
Account 53990 - Other Services and Charges				Account 53990 - Other Services and Charges Totals		Invoice Transactions 4		\$22,424.16
Program 189500 - Operations				Program 189500 - Operations Totals		Invoice Transactions 27		\$25,780.46
Program 189500 - Landscaping				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1		\$1,799.92
3560 - First Financial Bank / Credit Cards	10819	18- Trees	Paid by Check # 70703	11/05/2019	11/05/2019	11/15/2019	11/15/2019	1,799.92
Account 52420 - Other Supplies				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$239.90
6262 - Koenig Equipment, INC	P12613	18- 2 Stihl 3 gallon backpack sprayers	Paid by EFT # 32185	11/05/2019	11/05/2019	11/15/2019	11/15/2019	239.90
Account 53130 - Medical				Account 53130 - Medical Totals		Invoice Transactions 3		\$407.00
231 - Indiana University Health Bloomington, INC	00098354-00	18-Hep B vaccines for (41) seasonal staff	Paid by EFT # 32167	11/05/2019	11/05/2019	11/15/2019	11/15/2019	121.00
231 - Indiana University Health Bloomington, INC	00098353-00	18-Hep B vaccines for (41) seasonal staff	Paid by EFT # 32167	11/05/2019	11/05/2019	11/15/2019	11/15/2019	143.00
231 - Indiana University Health Bloomington, INC	00098352-00	18-Hep B vaccines for (41) seasonal staff	Paid by EFT # 32167	11/05/2019	11/05/2019	11/15/2019	11/15/2019	143.00
Account 53990 - Other Services and Charges				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$15,778.62
421 - Centerstone Of Indiana, INC	101819 landscapoe	18-Landscaping services	Paid by EFT # 32096	11/05/2019	11/05/2019	11/15/2019	11/15/2019	15,778.62
Account 53990 - Other Services and Charges				Account 53990 - Other Services and Charges Totals		Invoice Transactions 6		\$18,225.44
Program 189501 - Cemeteries				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1		\$78.00
394 - Kleindorfer Hardware & Variety	605905	18- 12 bales straw	Paid by EFT # 32184	11/05/2019	11/05/2019	11/15/2019	11/15/2019	78.00
Account 52310 - Building Materials and Supplies				Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 2		\$76.78
394 - Kleindorfer Hardware & Variety	605829	18-LED BULBS	Paid by EFT # 32184	11/05/2019	11/05/2019	11/15/2019	11/15/2019	11.79
394 - Kleindorfer Hardware & Variety	605544	18-engraver	Paid by EFT # 32184	11/05/2019	11/05/2019	11/15/2019	11/15/2019	64.99
Account 52420 - Other Supplies				Account 52420 - Other Supplies Totals		Invoice Transactions 2		\$1,416.62
4660 - A.M. Leonard, INC	C119210132	18- hands tools (rakes, scoop shovels, spades, 18-Rose Hill Cemetery sign	Paid by EFT # 32060	11/05/2019	11/05/2019	11/15/2019	11/15/2019	1,016.62
818 - Everywhere Signs, LLC	55610	18-Rose Hill Cemetery sign	Paid by EFT # 32126	11/05/2019	11/05/2019	11/15/2019	11/15/2019	400.00
Account 53130 - Medical				Account 53130 - Medical Totals		Invoice Transactions 2		\$150.00
231 - Indiana University Health Bloomington, INC	00098940-00	18-Hep B vaccine for (1) seasonal staff	Paid by EFT # 32167	11/05/2019	11/05/2019	11/15/2019	11/15/2019	121.00
231 - Indiana University Health Bloomington, INC	00098803-00	18-(4) Hearing tests for (1) RFT & (3) seasonal	Paid by EFT # 32167	11/05/2019	11/05/2019	11/15/2019	11/15/2019	29.00
Account 53540 - Natural Gas				Account 53540 - Natural Gas Totals		Invoice Transactions 2		\$44.27
222 - Vectren	2150190557110719	18- Natural Gas October Charges	Paid by Check # 70696	11/04/2019	11/04/2019	11/04/2019	11/04/2019	23.76
222 - Vectren	2154628249110719	18- Natural Gas October Charges	Paid by Check # 70696	11/04/2019	11/04/2019	11/04/2019	11/04/2019	20.51



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Account 53990 - Other Services and Charges								
121 - Eco Logic, LLC	4382	18-Invasive plant management at White	Paid by EFT # 32120	11/05/2019	11/05/2019	11/15/2019	11/15/2019	5,000.00
		Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$5,000.00
		Program 189501 - Cemeteries Totals				Invoice Transactions 10		\$6,765.67
Program 189503 - Urban Forestry								
Account 53130 - Medical								
231 - Indiana University Health Bloomington, JNC	00098692-00	18-Hep B vaccines for (41) seasonal staff	Paid by EFT # 32167	11/05/2019	11/05/2019	11/15/2019	11/15/2019	121.00
		Account 53130 - Medical Totals				Invoice Transactions 1		\$121.00
		Program 189503 - Urban Forestry Totals				Invoice Transactions 1		\$121.00
		Department 18 - Parks & Recreation Totals				Invoice Transactions 103		\$85,709.52
		Fund 200 - Parks and Recreation Gen (51301) Totals				Invoice Transactions 103		\$85,709.52
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 181000 - Administration								
Account 52420 - Other Supplies								
53442 - Paragon Micro, INC	885396a	18- Computer from Tower to Laptop (Dept	Paid by EFT # 32225	11/05/2019	11/05/2019	11/15/2019	11/15/2019	569.98
		Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$569.98
		Program 181000 - Administration Totals				Invoice Transactions 1		\$569.98
Program 181100 - Marketing								
Account 53230 - Travel								
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7325	18-Switchyard Park grand opening invitations	Paid by EFT # 32113	11/05/2019	11/05/2019	11/15/2019	11/15/2019	656.45
		Account 53230 - Travel Totals				Invoice Transactions 1		\$656.45
		Program 181100 - Marketing Totals				Invoice Transactions 1		\$656.45
Program 182500 - Frank Southern Center								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	866945574338	18 FSC Skate and Scare Prop	Paid by EFT # 32263	11/05/2019	11/05/2019	11/15/2019	11/15/2019	14.98
5819 - Synchrony Bank	9587	18 FSC Juice Boxes for Skate and Scare	Paid by Check # 70724	11/05/2019	11/05/2019	11/15/2019	11/15/2019	64.82
		Account 52420 - Other Supplies Totals				Invoice Transactions 2		\$79.80
		Program 182500 - Frank Southern Center Totals				Invoice Transactions 2		\$79.80
Program 182501 - Frank Southern Center Concession								
Account 52330 - Street , Alley, and Sewer Material								
4610 - Hopscotch Coffee, LLC	3472	18 - FSC Coffee Beans	Paid by EFT # 32158	11/05/2019	11/05/2019	11/15/2019	11/15/2019	100.00
5819 - Synchrony Bank	4140	18 - FSC Sams Club concession purchases	Paid by Check # 70724	11/05/2019	11/05/2019	11/15/2019	11/15/2019	743.64
		Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 2		\$843.64
		Program 182501 - Frank Southern Center Concession Totals				Invoice Transactions 2		\$843.64
Program 183500 - Golf Services								
Account 52220 - Agricultural Supplies								
4383 - Advanced Turf Solutions, INC	SO792004	18 - Fertilizer	Paid by EFT # 32061	11/05/2019	11/05/2019	11/15/2019	11/15/2019	2,266.70
		Account 52220 - Agricultural Supplies Totals				Invoice Transactions 1		\$2,266.70
Account 52330 - Street , Alley, and Sewer Material								
205 - City Of Bloomington	296365	18 - Best Beers	Paid by Check # 70701	11/05/2019	11/05/2019	11/15/2019	11/15/2019	319.25
205 - City Of Bloomington	296366	18 - Best Beers Credit	Paid by Check # 70701	11/05/2019	11/05/2019	11/15/2019	11/15/2019	(184.25)
5819 - Synchrony Bank	2810	18 - Cascades Snack Bar Items	Paid by Check # 70724	11/05/2019	11/05/2019	11/15/2019	11/15/2019	38.30
		Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 3		\$173.30
Account 52420 - Other Supplies								
53005 - Menards, INC	36854	18-picture hanger, key hole kti	Paid by Check # 70715	11/05/2019	11/05/2019	11/15/2019	11/15/2019	19.96
		Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$19.96
		Program 183500 - Golf Services Totals				Invoice Transactions 5		\$2,459.96
Program 183501 - Golf Course - Pro Shop								
Account 52330 - Street , Alley, and Sewer Material								
4072 - Acushnet Company	908263269	18 - Driving Range Balls	Paid by Check # 70698	11/05/2019	11/05/2019	11/15/2019	11/15/2019	2,695.00
4072 - Acushnet Company	908300649	18 - Clubs, hats, shirts, shoes, and balls	Paid by Check # 70698	11/05/2019	11/05/2019	11/15/2019	11/15/2019	1,115.22
4072 - Acushnet Company	908238144	18 - shoes	Paid by Check # 70698	11/05/2019	11/05/2019	11/15/2019	11/15/2019	79.88
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1314490	18 - Push Carts	Paid by Check # 70702	11/05/2019	11/05/2019	11/15/2019	11/15/2019	604.50
798 - Winters Associates Promotional Products, INC	112960	18 - Plastic Logo Cups	Paid by EFT # 32292	11/05/2019	11/05/2019	11/15/2019	11/15/2019	120.40
		Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 5		\$4,615.00
		Program 183501 - Golf Course - Pro Shop Totals				Invoice Transactions 5		\$4,615.00
Program 184500 - Youth Services -Juke Box								
Account 53990 - Other Services and Charges								
1032 - Lake Monroe Sailing Association, INC	4757	18-2019 Adult Sailing Lessons	Paid by EFT # 32187	11/05/2019	11/05/2019	11/15/2019	11/15/2019	12,978.00
		Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$12,978.00
		Program 184500 - Youth Services -Juke Box Totals				Invoice Transactions 1		\$12,978.00
Program 185000 - Twin Lakes Recreation Center								
Account 43410 - Advertising								



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6385 - RTU, INC (Cartvertising)	SN1666093	18- TLRC advertising- 1 year	Paid by Check # 70720	11/05/2019	11/05/2019	11/15/2019	11/15/2019	408.33
Account 52310 - Building Materials and Supplies				Account 43410 - Advertising Totals		Invoice Transactions 1		\$408.33
5415 - Allied Wholesale Electrical Supply, LLC	5526189	18 - TLRC Light Switches	Paid by EFT # 32065	11/05/2019	11/05/2019	11/15/2019	11/15/2019	64.13
53005 - Menards, INC	36959	18-48" 2-sided red	Paid by Check # 70715	11/05/2019	11/05/2019	11/15/2019	11/15/2019	19.92
5819 - Synchrony Bank	467356598645	18-Amazon Strike & Keeper TLRC Restroom	Paid by EFT # 32263	11/05/2019	11/05/2019	11/15/2019	11/15/2019	36.15
Account 53540 - Natural Gas				Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 3		\$120.20
222 - Vectren	0252765623110519	18-Natural Gas October Charges	Paid by Check # 70696	11/04/2019	11/04/2019	11/04/2019	11/04/2019	130.84
Account 53610 - Building Repairs				Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$130.84
53657 - Plymate, INC	2877934	18 - TLRC Entry Mat Service	Paid by EFT # 32227	11/05/2019	11/05/2019	11/15/2019	11/15/2019	75.99
Account 53910 - Dues and Subscriptions				Account 53610 - Building Repairs Totals		Invoice Transactions 1		\$75.99
454 - DirecTV, LLC	36823795609	18-Satellite Service	Paid by Check # 70693	11/04/2019	11/04/2019	11/04/2019	11/04/2019	211.97
Program 185000 - Twin Lakes Recreation Center Totals				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		\$211.97
Program 185002 - TLRC-Health & Wellness				Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 7		\$947.33
Account 52420 - Other Supplies				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$1,382.76
7115 - The Prophet Corporation (Gopher Sport)	9659472	18- TLRC Fitness Equipment Replacements	Paid by EFT # 32270	11/05/2019	11/05/2019	11/15/2019	11/15/2019	1,382.76
Account 53940 - Temporary Contractual Employee				Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 12		\$1,963.75
6161 - Morgan Ashley Banks	103119	18-TLRC Fitness Specialist	Paid by EFT # 32072	11/05/2019	11/05/2019	11/15/2019	11/15/2019	125.00
13007 - Valeria A Decastro	103119	18-TLRC Fitness Specialist	Paid by EFT # 32117	11/05/2019	11/05/2019	11/15/2019	11/15/2019	187.50
5274 - Catherine T Gossett	103119	18-TLRC Fitness Specialist	Paid by EFT # 32140	11/05/2019	11/05/2019	11/15/2019	11/15/2019	400.00
6602 - Pendah Jallow	103119	18-TLRC Fitness Specialist	Paid by EFT # 32176	11/05/2019	11/05/2019	11/15/2019	11/15/2019	120.00
7085 - Anna Khachatryan	102819	18-TLRC Fitness Specialist	Paid by EFT # 32181	11/05/2019	11/05/2019	11/15/2019	11/15/2019	50.00
1336 - Kristy L LeVert	103119	18-TLRC Fitness Specialist	Paid by EFT # 32190	11/05/2019	11/05/2019	11/15/2019	11/15/2019	93.75
7086 - Rivkah L Moore	103019	18-TLRC Fitness Specialist	Paid by EFT # 32206	11/05/2019	11/05/2019	11/15/2019	11/15/2019	31.25
5007 - Emeline P O'Connor	102419	18-TLRC Fitness Specialist	Paid by EFT # 32218	11/05/2019	11/05/2019	11/15/2019	11/15/2019	93.75
14093 - Allana Radecki	103019	18-TLRC Fitness Specialist	Paid by EFT # 32232	11/05/2019	11/05/2019	11/15/2019	11/15/2019	312.50
1973 - Megan M Stark	103119	18-TLRC Fitness Specialist	Paid by EFT # 32257	11/05/2019	11/05/2019	11/15/2019	11/15/2019	325.00
6722 - Claire Sunkel	102919	18-TLRC Fitness Specialist	Paid by EFT # 32262	11/05/2019	11/05/2019	11/15/2019	11/15/2019	100.00
5222 - Zane S Yeager	103019	18-TLRC Fitness Specialist	Paid by EFT # 32294	11/05/2019	11/05/2019	11/15/2019	11/15/2019	125.00
Program 185003 - TLRC-Basketball				Account 52430 - Uniforms and Tools Totals		Invoice Transactions 2		\$4,536.00
Account 52430 - Uniforms and Tools				Program 185003 - TLRC-Basketball Totals		Invoice Transactions 2		\$4,536.00
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T92790	18- TLRC BYB Jerseys	Paid by EFT # 32265	11/05/2019	11/05/2019	11/15/2019	11/15/2019	2,464.00
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T92791	18- TLRC BYB Jerseys	Paid by EFT # 32265	11/05/2019	11/05/2019	11/15/2019	11/15/2019	2,072.00
Program 185006 - TLRC-Concessions				Account 52330 - Street, Alley, and Sewer Material Totals		Invoice Transactions 5		\$1,793.97
Account 52330 - Street, Alley, and Sewer Material				Program 185006 - TLRC-Concessions Totals		Invoice Transactions 5		\$1,793.97
5969 - Coca Cola Bottling CO. Consolidated	6801209042	18 - TLRC Concessions Open PO	Paid by EFT # 32105	11/05/2019	11/05/2019	11/15/2019	11/15/2019	1,186.41
5969 - Coca Cola Bottling CO. Consolidated	6801209045	18 - TLRC CREDIT on returned product	Paid by EFT # 32105	11/05/2019	11/05/2019	11/15/2019	11/15/2019	(218.50)
4099 - Gold Medal Products CO.	154759	18 - TLRC Concessions Open PO	Paid by EFT # 32138	11/05/2019	11/05/2019	11/15/2019	11/15/2019	193.60
5819 - Synchrony Bank	5974	18 - TLRC Concessions Open PO	Paid by Check # 70724	11/05/2019	11/05/2019	11/15/2019	11/15/2019	67.68
21145 - Sysco USA III, LLC	238092094	18 - TLRC Concessions	Paid by EFT # 32264	11/05/2019	11/05/2019	11/15/2019	11/15/2019	564.78
Program 186500 - Community Events				Account 43270 - Registration Fees Totals		Invoice Transactions 1		\$20.00
Account 43270 - Registration Fees				Account 43270 - Registration Fees Totals		Invoice Transactions 1		\$20.00
3560 - First Financial Bank / Credit Cards	002786 01520	18- Supplies for Trick or Treat Trail	Paid by Check # 70703	11/05/2019	11/05/2019	11/15/2019	11/15/2019	38.74
4798 - Fun Express, LLC	698862903-01	18 - Toys, craft supplies for Pumpkin Launch	Paid by EFT # 32135	11/05/2019	11/05/2019	11/15/2019	11/15/2019	78.51



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5099 - Office Three Sixty, INC	1463031	18- Calendars, planners, paper, markers, pens	Paid by EFT # 32221	11/05/2019	11/05/2019	11/15/2019	11/15/2019	33.60
5819 - Synchrony Bank	8304	18 - candy for Trick or Treat Trail	Paid by Check # 70724	11/05/2019	11/05/2019	11/15/2019	11/15/2019	545.46
5819 - Synchrony Bank	734776857567	18-Amazon Halloween Costumes & Supplies	Paid by EFT # 32263	11/05/2019	11/05/2019	11/15/2019	11/15/2019	205.96
5819 - Synchrony Bank	465548565583	18-Amazon Halloween Costume for Trick or	Paid by EFT # 32263	11/05/2019	11/05/2019	11/15/2019	11/15/2019	38.12
11693 - The Award Center, INC	59335	18 - Trophy plaques	Paid by EFT # 32268	11/05/2019	11/05/2019	11/15/2019	11/15/2019	60.00
Account 52420 - Other Supplies Totals				Invoice Transactions 7				\$1,000.39
Account 52430 - Uniforms and Tools								
11693 - The Award Center, INC	59336	18- Staff Nametag	Paid by EFT # 32268	11/05/2019	11/05/2019	11/15/2019	11/15/2019	15.00
798 - Winters Associates Promotional Products, INC	112949	18- Switchyard Park Staff Uniform Shirts	Paid by EFT # 32292	11/05/2019	11/05/2019	11/15/2019	11/15/2019	836.76
Account 52430 - Uniforms and Tools Totals				Invoice Transactions 2				\$851.76
Account 53990 - Other Services and Charges								
2546 - Monroe County Historical Society, INC	10/24/2019	18- Revenue Split for Dearly Departed	Paid by EFT # 32204	11/05/2019	11/05/2019	11/15/2019	11/15/2019	475.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1				\$475.00
Program 186500 - Community Events Totals				Invoice Transactions 11				\$2,347.15
Program 186503 - Community Events-Farmers' Market								
Account 47230 - Gift Certificate								
17532 - Kimberley Beesley-Shatto	1995	Market Bucks and Gift Certificates	Paid by EFT # 32077	11/05/2019	11/05/2019	11/15/2019	11/15/2019	20.00
12527 - Hoosier Honey	2006	Market Bucks and Gift Certificates	Paid by EFT # 32156	11/05/2019	11/05/2019	11/15/2019	11/15/2019	25.00
52276 - Hunter's Honey Farm	2001	Market Bucks and Gift Certificates	Paid by EFT # 32159	11/05/2019	11/05/2019	11/15/2019	11/15/2019	45.00
7497 - Elizabeth L Jones	2014	Market Bucks and Gift Certificates	Paid by EFT # 32177	11/05/2019	11/05/2019	11/15/2019	11/15/2019	10.00
4347 - Daniel E McCullough	1996	Market Bucks and Gift Certificates	Paid by Check # 70713	11/05/2019	11/05/2019	11/15/2019	11/15/2019	15.00
3981 - Muddy Fork Farm & Bakery, LLC	2008	Market Bucks and Gift Certificates	Paid by EFT # 32208	11/05/2019	11/05/2019	11/15/2019	11/15/2019	40.00
12409 - Jeffrey A Padgett	1990	Market Bucks and Gift Certificates	Paid by EFT # 32224	11/05/2019	11/05/2019	11/15/2019	11/15/2019	25.00
12405 - Titus Raber	2011	Market Bucks and Gift Certificates	Paid by EFT # 32231	11/05/2019	11/05/2019	11/15/2019	11/15/2019	20.00
12426 - David Thomas Sturgill	2010	Market Bucks and Gift Certificates	Paid by EFT # 32260	11/05/2019	11/05/2019	11/15/2019	11/15/2019	75.00
3666 - Marie Wagler	2012	Market Bucks and Gift Certificates	Paid by EFT # 32285	11/05/2019	11/05/2019	11/15/2019	11/15/2019	30.00
Account 47230 - Gift Certificate Totals				Invoice Transactions 10				\$305.00
Account 47240 - EBT Market Bucks								
17532 - Kimberley Beesley-Shatto	1995	Market Bucks and Gift Certificates	Paid by EFT # 32077	11/05/2019	11/05/2019	11/15/2019	11/15/2019	42.00
3960 - Cortland V Carrington	2009	Market Bucks	Paid by EFT # 32093	11/05/2019	11/05/2019	11/15/2019	11/15/2019	12.00
3973 - Amanda Corry	2005	Market Bucks	Paid by EFT # 32110	11/05/2019	11/05/2019	11/15/2019	11/15/2019	141.00
6431 - Alvin M Fisher	1994	Market Bucks	Paid by EFT # 32132	11/05/2019	11/05/2019	11/15/2019	11/15/2019	33.00
12399 - Jeffery A Hartenfeld	1988	Market Bucks	Paid by EFT # 32148	11/05/2019	11/05/2019	11/15/2019	11/15/2019	450.00
2458 - Jason L Hobson (Sycamore Run Farm)	1998	Market Bucks	Paid by EFT # 32155	11/05/2019	11/05/2019	11/15/2019	11/15/2019	54.00
12527 - Hoosier Honey	2006	Market Bucks and Gift Certificates	Paid by EFT # 32156	11/05/2019	11/05/2019	11/15/2019	11/15/2019	189.00
52276 - Hunter's Honey Farm	2001	Market Bucks and Gift Certificates	Paid by EFT # 32159	11/05/2019	11/05/2019	11/15/2019	11/15/2019	63.00
7497 - Elizabeth L Jones	2014	Market Bucks and Gift Certificates	Paid by EFT # 32177	11/05/2019	11/05/2019	11/15/2019	11/15/2019	36.00
12413 - Dale L Marchino	2015	Market Bucks	Paid by Check # 70712	11/05/2019	11/05/2019	11/15/2019	11/15/2019	21.00
4347 - Daniel E McCullough	1996	Market Bucks and Gift Certificates	Paid by Check # 70713	11/05/2019	11/05/2019	11/15/2019	11/15/2019	165.00
5691 - Sean J McKinney	2004	Market Bucks	Paid by EFT # 32197	11/05/2019	11/05/2019	11/15/2019	11/15/2019	18.00
17671 - John A McMahan	1999	Market Bucks	Paid by Check # 70714	11/05/2019	11/05/2019	11/15/2019	11/15/2019	51.00
3981 - Muddy Fork Farm & Bakery, LLC	2008	Market Bucks and Gift Certificates	Paid by EFT # 32208	11/05/2019	11/05/2019	11/15/2019	11/15/2019	24.00
12420 - Jonathan J Navota	1991	Market Bucks	Paid by EFT # 32212	11/05/2019	11/05/2019	11/15/2019	11/15/2019	33.00
12409 - Jeffrey A Padgett	1990	Market Bucks and Gift Certificates	Paid by EFT # 32224	11/05/2019	11/05/2019	11/15/2019	11/15/2019	378.00
12405 - Titus Raber	2011	Market Bucks and Gift Certificates	Paid by EFT # 32231	11/05/2019	11/05/2019	11/15/2019	11/15/2019	45.00
5668 - Red Frazier Bison, LLP	2003	Market Bucks	Paid by EFT # 32235	11/05/2019	11/05/2019	11/15/2019	11/15/2019	30.00
12430 - Luke Rhodes	1993	Market Bucks	Paid by EFT # 32236	11/05/2019	11/05/2019	11/15/2019	11/15/2019	24.00
12428 - Perry L Richardson	2000	Market Bucks	Paid by Check # 70719	11/05/2019	11/05/2019	11/15/2019	11/15/2019	6.00
54040 - SIB, INC (Scholars Inn Bakehouse)	1992	Market Bucks	Paid by EFT # 32248	11/05/2019	11/05/2019	11/15/2019	11/15/2019	12.00
6893 - Caleb M Staton (Just Me Farm)	1989	Market Bucks	Paid by EFT # 32258	11/05/2019	11/05/2019	11/15/2019	11/15/2019	12.00
6893 - Caleb M Staton (Just Me Farm)	2002	Market Bucks	Paid by EFT # 32258	11/05/2019	11/05/2019	11/15/2019	11/15/2019	3.00



Board of Parks & Recreation Claim Register

Invoice Date Range 11/04/19 - 11/15/19

2496 - Galen Jay Stoll	2007	Market Bucks	Paid by Check # 70723	11/05/2019	11/05/2019	11/15/2019	11/15/2019	60.00
12426 - David Thomas Sturgill	2010	Market Bucks and Gift Certificates	Paid by EFT # 32260	11/05/2019	11/05/2019	11/15/2019	11/15/2019	135.00
6623 - Twilight Dairy, LLC	2013	Market Bucks	Paid by EFT # 32280	11/05/2019	11/05/2019	11/15/2019	11/15/2019	117.00
3666 - Marie Wagler	2012	Market Bucks and Gift Certificates	Paid by EFT # 32285	11/05/2019	11/05/2019	11/15/2019	11/15/2019	27.00
5752 - Wild Alaska Salmon & Seafood, INC	1997	Market Bucks	Paid by EFT # 32291	11/05/2019	11/05/2019	11/15/2019	11/15/2019	60.00
			Account 47240 - EBT Market Bucks Totals	Invoice Transactions 28				\$2,241.00
Account 52420 - Other Supplies								
11589 - Bloomington Cooperative Services (Bloominafoods)	544682	18 - Market food for meeting	Paid by EFT # 32082	11/05/2019	11/05/2019	11/15/2019	11/15/2019	60.66
11589 - Bloomington Cooperative Services (Bloominafoods)	542504	19 - Market - Misc Supplies	Paid by EFT # 32082	11/05/2019	11/05/2019	11/15/2019	11/15/2019	29.05
			Account 52420 - Other Supplies Totals	Invoice Transactions 2				\$89.71
Account 53940 - Temporary Contractual Employee								
5865 - Sean N Breeden-Ost	101919	18 - Market - Mushroom Inspections	Paid by EFT # 32088	11/05/2019	11/05/2019	11/15/2019	11/15/2019	150.00
3875 - Sandra Salinas-Kobylika	102719	18 - Market - Custodial work	Paid by EFT # 32242	11/05/2019	11/05/2019	11/15/2019	11/15/2019	585.00
			Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 2				\$735.00
			Program 186503 - Community Events-Farmers' Market Totals	Invoice Transactions 42				\$3,370.71
Program 186506 - Performing Art Series								
Account 53990 - Other Services and Charges								
683 - In The Dark Enterprises, INC (The Ryder)	17BB -10242019	18-Movies llcenses and Ryder fee for Movies in	Paid by EFT # 32161	11/05/2019	11/05/2019	11/15/2019	11/15/2019	1,625.00
			Account 53990 - Other Services and Charges Totals	Invoice Transactions 1				\$1,625.00
			Program 186506 - Performing Art Series Totals	Invoice Transactions 1				\$1,625.00
Program 187001 - Adult Sports-Softball								
Account 52420 - Other Supplies								
822 - Indiana Amateur Softball Association, INC	20190135	18- TLSP Softball Lineup Cards	Paid by EFT # 32162	11/05/2019	11/05/2019	11/15/2019	11/15/2019	186.14
			Account 52420 - Other Supplies Totals	Invoice Transactions 1				\$186.14
			Program 187001 - Adult Sports-Softball Totals	Invoice Transactions 1				\$186.14
Program 187500 - Banneker								
Account 53990 - Other Services and Charges								
199 - Monroe County Government	1016	18-BBCC-MC3 Conference Registration	Paid by Check # 70716	11/05/2019	11/05/2019	11/15/2019	11/15/2019	60.00
			Account 53990 - Other Services and Charges Totals	Invoice Transactions 1				\$60.00
			Program 187500 - Banneker Totals	Invoice Transactions 1				\$60.00
Program 187503 - Banneker-Classes								
Account 52420 - Other Supplies								
5638 - Mother Bears, INC	102119	18-BBCC-Teen Field Trip Pizza	Paid by EFT # 32207	11/05/2019	11/05/2019	11/15/2019	11/15/2019	167.08
			Account 52420 - Other Supplies Totals	Invoice Transactions 1				\$167.08
			Program 187503 - Banneker-Classes Totals	Invoice Transactions 1				\$167.08
Program 189006 - Switchyard Property								
Account 52420 - Other Supplies								
5099 - Office Three Sixty, INC	1440332	18 SYP Podium	Paid by EFT # 32221	11/05/2019	11/05/2019	11/15/2019	11/15/2019	791.50
5819 - Synchrony Bank	588976933934	18-Amazon Decorations SYP Grand Opening	Paid by EFT # 32263	11/05/2019	11/05/2019	11/15/2019	11/15/2019	214.15
5819 - Synchrony Bank	436686838876	18-Amazon Decorations SYP Grand Opening	Paid by EFT # 32263	11/05/2019	11/05/2019	11/15/2019	11/15/2019	18.60
5819 - Synchrony Bank	449553963448	18-Amazon Decorations SYP Grand Opening	Paid by EFT # 32263	11/05/2019	11/05/2019	11/15/2019	11/15/2019	67.25
			Account 52420 - Other Supplies Totals	Invoice Transactions 4				\$1,091.50
			Program 189006 - Switchyard Property Totals	Invoice Transactions 4				\$1,091.50
Program 189503 - Urban Forestry								
Account 52420 - Other Supplies								
818 - Everywhere Signs, LLC	54878	18-(3) limestone tree plaques (2 Arbor Day &	Paid by EFT # 32126	11/05/2019	11/05/2019	11/15/2019	11/15/2019	500.00
818 - Everywhere Signs, LLC	55348	18-(3) limestone tree plaques (2 Arbor Day &	Paid by EFT # 32126	11/05/2019	11/05/2019	11/15/2019	11/15/2019	250.00
			Account 52420 - Other Supplies Totals	Invoice Transactions 2				\$750.00
			Program 189503 - Urban Forestry Totals	Invoice Transactions 2				\$750.00
Program G19013 - 2019-20 Griffy Nature Days								
Account 52420 - Other Supplies								
3560 - First Financial Bank / Credit Cards	002786 01520	18- Supplies for Trick or Treat Trail	Paid by Check # 70703	11/05/2019	11/05/2019	11/15/2019	11/15/2019	7.41
5099 - Office Three Sixty, INC	1463031	18- Calendars, planners, paper, markers, pens	Paid by EFT # 32221	11/05/2019	11/05/2019	11/15/2019	11/15/2019	16.12
798 - Winters Associates Promotional Products, INC	112959	18-GLND (Blue) Sharpened Pencils	Paid by EFT # 32292	11/05/2019	11/05/2019	11/15/2019	11/15/2019	338.03
			Account 52420 - Other Supplies Totals	Invoice Transactions 3				\$361.56
			Program G19013 - 2019-20 Griffy Nature Days Totals	Invoice Transactions 3				\$361.56
			Department 18 - Parks & Recreation Totals	Invoice Transactions 110				\$42,785.78
			Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions 110				\$42,785.78
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								



Board of Parks & Recreation Claim Register

Invoice Date Range 11/04/19 - 11/15/19

6728 - Precision Quality Contracting, LLC	INCOB190173B	18-Install junction box over conduit and to riser	Paid by EFT # 32228	11/05/2019	11/05/2019	11/15/2019	11/15/2019	1,550.00
5819 - Synchrony Bank	1027 092419	18- Televisions and mounting stands for	Paid by Check # 70724	11/05/2019	11/05/2019	11/15/2019	11/15/2019	2,357.16
5819 - Synchrony Bank	5501	18-Television for new golf course clubhouse	Paid by Check # 70724	11/05/2019	11/05/2019	11/15/2019	11/15/2019	689.00
4175 - The Stables Events, LLC (Izzy's Rentals)	9169	18-Bathrooms during construction	Paid by EFT # 32272	11/05/2019	11/05/2019	11/15/2019	11/15/2019	255.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 4	\$4,851.16
Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals							Invoice Transactions 4	\$4,851.16
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA								
Account 54510 - Other Capital Outlays								
334 - Irving Materials, INC	10789965	18-Rose Hill Cemetery sign	Paid by EFT # 32172	11/05/2019	11/05/2019	11/15/2019	11/15/2019	1,186.25
334 - Irving Materials, INC	10786164	18-Concrete pours for Crestmont Park	Paid by EFT # 32172	11/05/2019	11/05/2019	11/15/2019	11/15/2019	662.00
334 - Irving Materials, INC	10787674	18-Concrete pours for Crestmont Park	Paid by EFT # 32172	11/05/2019	11/05/2019	11/15/2019	11/15/2019	378.00
334 - Irving Materials, INC	10789241	18-Concrete pours for Crestmont Park	Paid by EFT # 32172	11/05/2019	11/05/2019	11/15/2019	11/15/2019	727.00
334 - Irving Materials, INC	10788461	18-Concrete pours for Crestmont Park	Paid by EFT # 32172	11/05/2019	11/05/2019	11/15/2019	11/15/2019	689.25
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 5	\$3,642.50
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals							Invoice Transactions 5	\$3,642.50
Department 18 - Parks & Recreation Totals							Invoice Transactions 9	\$8,493.66
Fund 977 - Parks 2016 GO Bond Proceeds Totals							Invoice Transactions 9	\$8,493.66
Grand Totals							Invoice Transactions 222	\$136,988.96

REGISTER OF SPECIAL CLAIMS

Board:Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/15/2019	Bank Fees				
	Claims				136,988.96
	Sales Tax				
10/31/2019	Special Utility Claims				7,096.96
					<u>144,085.92</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 \$ 144,085.92

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_____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/25/2019	Payroll				152,848.55
					<u>152,848.55</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 152,848.55

1

Dated this _____ day of _____ year of 20____.

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

Fiscal Officer _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/8/2019	Payroll				148,794.71
					<u>148,794.71</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 148,794.71

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2019-00016859	BA	GL	11/01/2019	Budget Amendment				
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount			
11/01/2019	201-18-181001-53830	Bank Charges	Budget Amendment		100.00	.00			
11/01/2019	201-18-184500-53830	Bank Charges	Budget Amendment		500.00	.00			
11/01/2019	201-18-184500-53940	Temporary Contractual Employee	Budget Amendment		1,385.00	.00			
11/01/2019	201-18-184500-53990	Other Services and Charges	Budget Amendment		14,300.00	.00			
11/01/2019	201-18-184501-52420	Other Supplies	Budget Amendment		50.00	.00			
11/01/2019	201-18-184501-53830	Bank Charges	Budget Amendment		700.00	.00			
11/01/2019	201-18-186500-52420	Other Supplies	Budget Amendment		1,000.00	.00			
11/01/2019	201-18-186500-53160	Instruction	Budget Amendment		650.00	.00			
11/01/2019	201-18-186500-53230	Travel	Budget Amendment		1,200.00	.00			
11/01/2019	201-18-186500-53830	Bank Charges	Budget Amendment		300.00	.00			
11/01/2019	201-18-186500-53990	Other Services and Charges	Budget Amendment		2,000.00	.00			
11/01/2019	201-18-186503-52420	Other Supplies	Budget Amendment		1,500.00	.00			
11/01/2019	201-18-186506-53990	Other Services and Charges	Budget Amendment		612.00	.00			
11/01/2019	201-18-187503-52420	Other Supplies	Budget Amendment		1,317.07	.00			
11/01/2019	201-18-187503-53830	Bank Charges	Budget Amendment		100.00	.00			
11/01/2019	201-18-187503-53990	Other Services and Charges	Budget Amendment		150.00	.00			
					Number of Entries: 16				
						\$25,864.07			\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2019-00017127	BA	GL	11/08/2019	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>
						11/08/2019	201-18-189006-52420	Other Supplies	Budget Amendment
								942.00	.00
						11/08/2019	201-18-189006-53990	Other Services and Charges	Budget Amendment
								4,369.00	.00
						Number of Entries: 2		\$5,311.00	\$.00

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2018	2018	2018	2018	2019	2019	2019	
October	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	October	to date	Budget	October	to date	change
General Fund								
Administration	621,708	750,225	578,791	77.15%	754,420	616,847	81.76%	6.58%
Health & Wellness	105,923	104,807	92,175	87.95%	82,869	70,733	111.23%	-23.26%
Community Relations	414,953	391,579	341,843	87.30%	460,058	308,665	74.30%	-9.71%
Aquatics	328,839	283,787	275,858	97.21%	312,312	309,177	99.00%	12.08%
Frank Southern Center	359,800	354,519	270,209	76.22%	359,863	236,740	65.79%	-12.39%
Golf Services	935,271	959,712	855,406	89.13%	1,010,569	895,521	88.62%	4.69%
Natural Resources	385,366	369,344	320,294	86.72%	396,163	280,015	70.68%	-12.58%
Youth Programs	60,195	59,033	51,990	88.07%	64,888	57,595	88.76%	10.78%
TLRC	284,750	283,707	248,427	87.56%	287,976	253,174	87.91%	1.91%
Community Events	414,238	399,144	351,823	88.14%	407,645	334,745	82.12%	-4.85%
Adult Sports	323,760	272,567	247,245	90.71%	242,956	234,339	96.45%	-5.22%
Youth Sports	271,744	293,957	272,448	92.68%	225,060	201,308	89.45%	-26.11%
BBCC	289,803	304,133	281,006	92.40%	320,540	274,043	85.49%	-2.48%
Inclusive Recreation	78,403	77,988	69,941	89.68%	82,561	74,182	89.85%	6.06%
Operations	1,815,107	1,612,174	1,385,075	85.91%	1,964,968	1,526,163	77.67%	10.19%
Switchyard Property			0		47,452	29,738	62.67%	0.00%
Landscaping	303,041	283,395	234,976	82.91%	475,315	366,546	77.12%	55.99%
Cemeteries	182,605	177,353	155,664	87.77%	184,917	163,245	88.28%	4.87%
Urban Forestry	565,527	427,208	351,825	82.35%	569,707	593,410	104.16%	68.67%
General Fund total:	7,741,033	7,404,634	6,384,996	86.23%	8,250,238	6,826,183	82.74%	6.91%
Non-Reverting Fund								
Administration	14,650	4,294	6,802	158.40%	14,150	5,141	36.34%	-24.41%
Health & Wellness	1,240	1,006	144	14.34%	1,376	952	69.16%	560.09%
Community Relations	4,650	2,739	2,739	100.00%	5,350	2,118	39.59%	0.00%
Aquatics	69,543	81,141	68,660	84.62%	61,716	79,867	129.41%	16.32%
Frank Southern Center	97,498	96,262	56,258	58.44%	93,697	65,483	69.89%	16.40%
Golf Services	133,709	93,048	90,845	97.63%	70,000	113,240	161.77%	24.65%
Natural Resources	53,485	67,116	58,638	87.37%	63,029	18,141	28.78%	0.00%
Youth Programs	209,805	226,311	209,905	92.75%	213,180	213,457	100.13%	1.69%
*TLRC - day to day	470,944	431,896	596,684	138.15%	930,961	397,963	42.75%	-33.30%
Community Events	179,343	171,651	145,217	84.60%	184,027	167,049	90.77%	15.03%
Adult Sports	199,830	161,782	151,287	93.51%	128,905	135,767	105.32%	-10.26%
Youth Sports	18,754	9,622	8,350	86.78%	8,919	29,940	335.68%	258.56%
BBCC	4,150	20,083	14,979	74.58%	1,610	3,021	187.62%	-79.83%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	19,195	70,185	58,729	83.68%	49,610	26,033	52.48%	-55.67%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	0	14,847	12,114	81.59%	0	715	0.00%	-94.10%
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	4,750	5,700	5,700	100.00%	6,150	6,133	99.73%	0.00%
N-R Fund subtotal:	1,481,546	1,457,685	1,487,050	102.01%	1,832,680	1,265,020	69.03%	-14.93%
TLRC - bond	671,945	671,945	429,574	63.93%	239,294	475,963	198.90%	0.00%
N-R Fund total:	2,153,491	2,129,630	1,916,624	90.00%	2,071,974	1,740,983	84.03%	-9.16%
Other Misc Funds								
15-16 MCCSC 21st Com L	884	38,189			884			
16-17 MCCS 21st com I			658					
17-18 MCCSC 21st Com Learn			22,841			97		
18-19 MCCSC 21st Com Learn			8,258			14,288		
19-20 MCCSC 21st Com Learn						8,555		
Community Banneker Bus		45,000	45,000					
G14006 Out-of School Prg.								
G15008 Summer Food Prg	11,115	16,451	16,451		11,115	17,391		
G15009 Nature Days S/Star		0	109					
Griffy Lake Nature Day		7,187	4,795	66.72%		3,312		
Wapehani I-69 Mitigation		0		0.00%				
Leonard Springs Nature		9,027	6,037	66.88%		2,449		

Banneker Nature Day		4,800	4,472			4,499		
DNR Grant		0		0.00%				
Kaboom Play		451	451	100.00%				
Youth & Adolescent Phy Act		7,341	7,341	100.00%		7,778		
Goat Farm		0						
Giffy LARE		10,965	13,006			13,563		
Other Misc Funds total:	11,999	139,411	129,419	92.83%	11,999	71,931		
TOTAL ALL FUNDS	9,906,523	9,673,675	8,431,039	87.15%	10,334,211	8,639,096	83.60%	2.47%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues October 2019								
	2018	2018	2018	2018	2019	2019	2019	
	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>October</u>	<u>to date</u>	<u>for year</u>	<u>October</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,258,520	6,296,466	6,258,520	99.40%	6,457,949	6,457,949	100.00%	3.19%
Administration	500	813	813	100.00%	500	3,090	617.94%	280.04%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	168,000	201,570	201,570	100.00%	198,000	192,814	97.38%	0.00%
Frank Southern	224,900	214,260	135,721	63.34%	201,300	127,620	63.40%	-5.97%
Golf Services	526,700	577,582	569,897	98.67%	619,500	562,102	90.73%	-1.37%
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	12,135	12,190	100.45%	11,500	10,860	94.43%	-10.91%
Adult Sports	71,000	57,603	57,603	100.00%	51,000	49,965	97.97%	0.00%
Youth Sports	32,000	28,507	25,934	90.97%	30,000	38,699	129.00%	49.22%
BBCC	11,000	14,685	8,840	60.20%	12,000	9,015	75.13%	1.99%
Operations	0	1,365	1,365	100.00%	0	534	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	31,050	35,833	29,875	83.37%	33,725	26,625	78.95%	-10.88%
Urban Forestry		30	30	100.00%		0	0.00%	0.00%
G17011 Urban Forestry		0	0	0.00%		0	0.00%	0.00%
Subtotal Program Rev	1,075,850	1,144,383	1,043,839	91.21%	1,157,525	1,021,324	88.23%	-2.16%
General Fund Total	7,334,370	7,440,849	7,302,359	98.14%	7,615,474	7,479,273	98.21%	2.42%
Non-Reverting Fund								
Administration	40,600	34,893	24,379	69.87%	40,600	24,240	59.70%	-0.57%
Health & Wellness	2,739	2,651	2,074	78.23%	4,840	1,398	28.88%	-32.59%
Community Relations	4,650	3,789	2,789	73.60%	5,400	2,000	37.04%	-28.28%
Aquatics	122,700	90,670	90,670	100.00%	108,200	88,093	81.42%	-2.84%
Frank Southern	151,900	118,136	92,075	77.94%	124,300	80,392	64.68%	-12.69%
Golf Services	158,500	147,204	129,927	88.26%	76,000	93,985	123.66%	-27.66%
Natural Resources	60,890	68,318	67,697	99.09%	70,000	70,742	101.06%	4.50%
Youth Programs	215,060	232,716	226,071	97.14%	215,500	241,760	112.19%	6.94%
*TLRC -Operational	763,029	751,990	625,967	83.24%	1,253,774	585,119	46.67%	-6.53%
Community Events	193,752	202,786	194,135	95.73%	196,541	203,506	103.54%	4.83%
Adult Sports	207,000	150,971	147,015	97.38%	132,400	128,911	97.36%	-12.31%
Youth Sports	19,500	10,500	10,236	97.49%	4,002	7,170	179.16%	-29.95%
BBCC	5,150	28,916	28,335	97.99%	5,250	13,515	257.42%	-52.30%
Operations	56,440	104,076	102,080	98.08%	64,800	59,637	92.03%	-41.58%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	0	0	0	0.00%	0	1,502	0.00%	0.00%
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	17,454	16,454	94.27%	9,500	7,953	83.72%	0.00%
N-R Fund subtotal:	2,011,610	1,965,070	1,759,902	89.56%	2,311,507	1,609,922	69.65%	-8.52%
Other Misc Funds								
G-17-18 MCCSC 21st Com			20,931					
G18-19 MCCSC 21st Com	60,000	32,434	5,316		74,210	18,767		
G19-20 MCCSC 21st Com						5,894		
G14009 Summer Food Grant	27,864	20,102	20,102		27,864	16,985		
Communit Banneker Bus		45,000	45,000		45,000			
Kaboom Play Everywhere								
Urban Forestry EAB								
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt		10,965	10,965			2,800		
G15008 Leonard Spring		15,000	15,000					
G15009 Griffy Nature Days		4,967	4,967			4,991		
(902) Rose Hill Trust		745				961		
G17007 - Goat Farm								
Banneker Nature Days		4,860	4,860			4,499		
Yth & Adolescent Phy Act		6,417	6,417		8,000	8,683		
Nature Days Star								
Other Misc Funds total:	87,864	140,489	133,558		155,074	63,580		
TOTAL ALL FUNDS	9,433,844	9,546,408	9,195,819	96.33%	10,082,055	9,152,776	90.78%	-0.47%

	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
		1/1/2019	10/31/2019	revenue	10/31/2019	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	231,402.98	24,240.10		5,141.45	0.00	19,098.65	250,501.63
181001	Health & Wellness	9,024.60	1,398.00		951.98	0.00	446.02	9,470.62
181100	Community Relations	35,938.95	2,000.00		2,117.89	0.00	(117.89)	35,821.06
182001	Aquatics	399,096.17	88,093.13		79,867.01	0.00	8,226.12	407,322.29
182500	Frank Southern Center	196,910.51	80,392.31		65,482.50	0.00	14,909.81	211,820.32
183500	Golf Course	262,277.41	93,985.08		113,240.43	0.00	(19,255.35)	243,022.06
184000	Natural Resources	250,179.25	70,742.34		18,140.98	0.00	52,601.36	302,780.61
184500	Allison Jukebox	176,967.39	241,759.55		213,456.82	0.00	28,302.73	205,270.12
*185000	TLRC	(1,308,814.34)	518,328.63		873,925.41	0.00	(355,596.78)	(1,664,411.12)
185009	TLRC Reserve	647,424.15	66,790.29		0.00	0.00	66,790.29	714,214.44
186500	Community Events	502,959.86	203,505.59		167,049.41	0.00	36,456.18	539,416.04
187001	Adult Sports	63,189.34	128,911.24		135,767.28	0.00	(6,856.04)	56,333.30
187202	Youth Sports	105,516.73	7,169.97		29,939.99	0.00	(22,770.02)	82,746.71
187209	Skate Park	543.88	0.00		0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	54,823.41	13,514.53		3,020.76	0.00	10,493.77	65,317.18
189000	Operations	171,098.51	42,636.61		13,783.02	0.00	28,853.59	199,952.10
189005	Dog Park	5,993.79	0.00		0.00	0.00	0.00	5,993.79
**189006	Switchyard Property	216,093.82	1,502.00		714.59	0.00	787.41	216,881.23
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	18,847.56	7,953.05		6,133.39	0.00	1,819.66	20,667.22
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	2,053,675.33	1,592,922.42	0.00	1,728,732.91	0.00	(135,810.49)	1,917,864.84
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds								(135,810.49)
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.								INCREASE/DECREASE FOR THE CURRENT



STAFF REPORT

Agenda Item: B-2
Date: 11/14/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: November 19, 2019
SUBJECT: BRAVO AWARD—ANNE & KEVIN CLARK, PAMELA DAVIDSON,
ANGELA WANG

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Anne and Kevin Clark, Pamela Davidson, and Angela Wang with this month's Bravo Award. This is in recognition of their service as Market Assistant volunteers for the 2019 Bloomington Community Farmers' Market, as well as the Tuesday Farmers' Market.

Background

Anne, Kevin, Pamela, and Angela answered the call-out for Market Assistant volunteers back in the spring. Since that time, they have all proven themselves to be consistent, dependable, and professional volunteers. As Market Assistants, they each helped staff the Information Table for three hours at a time, at least once per month, greeting shoppers, helping people locate certain products or vendors, and answering other general questions from the public. Their time and efforts have truly been an asset to our full-time and part-time Market staffers, and they have contributed a combined 117 hours to the Saturday and Tuesday Farmers' Markets.

We are proud to recognize Anne, Kevin, Pamela, and Angela with the November Bravo Award, and we are very grateful to their commitment to the Bloomington Community Farmers' Market.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Sarah Owen". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Sarah Owen, Community Relations Coordinator



STAFF REPORT

Agenda Item: C-1
Date: 11/14/2019

Administrator
Review/Approval
PM

TO: Board of Parks Commissioners
FROM: Kim Clapp, Office Manager
DATE: November 19, 2019
SUBJECT: **REVIEW/APPROVAL OF 2020 PRICE SCHEDULE**

Background

Staff recommends the approval of the 2020 Price Schedule. The following is an Executive Summary of the proposed changes:

- Page 1 Administrative Services – Equipment Rental, Adult Programs, and Inclusive Recreation
No Changes
- Page 2 Adult Sports – League Registrations, Tournaments, Tennis
Changes include:
 Under League Registrations/Tournaments/Tennis
 - Delete Flag Football – Team Fee
 - Delete Flag Football – Individual Fee
- Page 3 Adult Sports/Youth Sports – Field Rentals, Player Fees, and Concessions
Changes include:
 Under Field Rental/Player Fees
 - Change wording from “Olcott Park – one time lining” to “Olcott Park – requested lining”
- Page 4 Aquatics – Bryan Pool/Mills Pool – Admissions
No Changes
- Page 5 Aquatics – Bryan Pool/Mills Pool – Facility Rentals, Programs, Classes, and Special Events
No Changes
- Page 6 Banneker Center – Facility Rentals, Programs, Classes, Special Events
No changes
- Page 7 Cemetery Services – Lot Sales, Inurnment, Interment, and Disinterment
Changes include:
 Under Rose Hill Cemetery and Mausoleum

- Increased Cremation Lots-per space in Section H from \$550 to \$600 In City / from \$675 to \$725 Out of City
- Increased Mausoleum Interment/Disinterment Monday through Friday from \$575 to \$600 increased additional fee from \$150 to \$175 if arriving after 2 pm.
- Add to Mausoleum Interment/Disinterment Saturday additional fee of \$175 if arriving after 2 pm.
- Increased Mausoleum Inurnment/Disinurnment Monday through Friday from \$425 to \$450 and increased additional fee from \$150 to \$175 if arriving after 2 pm.
- Add to Mausoleum Inurnment/Disinurnment Saturday additional fee of \$175 if arriving after 2 pm.

Under White Oak Cemetery

- Increases full size individual lots from \$700 to \$750 In City / from \$850 to \$900 Out of City.

Under Rose Hill and White Oak Cemetery

- Increased Interment/Disinterment Monday through Friday from \$700 to \$750 and increased additional fee from \$250 to \$300 if arriving after 2 pm.
- Add to Interment/Disinterment Saturday additional fee of \$300 if arriving after 2 pm.
- Increased Inurnment/Disinurnment Monday through Saturday from \$425 to \$450 and increased additional fee from \$150 to \$175 if arriving after 2 pm.
- Added to Inurnment/Disinurnment Saturday additional fee of \$175 if arriving after 2 pm.

Page 8

Community Events – April/November Farmers’ Market

Changes include:

Under November Farmers’ Market

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

Page 9

Community Events – Saturday Farmers’ Market May/October, Tuesday Farmers’ Market

Changes include:

Under Tuesday Farmers’ Market

- Changed from “Tuesday Farmers’ Market” to “Weekday Farmers’ Market”
- Increased space from \$119 (\$7 per day) to \$180 (\$10 per day)
- Increased senior or youth space from \$85 (\$5 per day) to \$126.00 (\$7 per day)
- Increase unreserved space from \$7 per day to \$10 per day
- Increased unreserved senior or youth space from \$5 per day to \$7 per day

Under Miscellaneous

- Change from “Homegrown Indiana Farm Tour” to “Registration for Farm Programming”
- Changed all prepared food vendors from “\$10 - \$499 +10% gross proceeds” to “10% gross proceeds.”

Page 10

Community Events – Gardens, Stage Rental, Programs, Classes, Special Events, A Fair of the Arts, Changes include:

Under Gardens

- Increased Rev. Butler Park Gardens small plots from \$33 to \$37 In City / from \$38 to \$44 Out of City.
- Increased Rev. Butler Park Gardens raised beds from \$33 to \$37 In City / from \$38 to \$44 Out of City.
- Add Switchyard Park Gardens – raised beds \$37 In City and \$44 Out of City

	<ul style="list-style-type: none"> • Add Switchyard Park garden clearing fee \$30 - \$60 <p><i>Under Waldron, Hill, and Buskirk Park Stage Rental</i></p> <ul style="list-style-type: none"> • Changed to “Stage Rentals” • Add lines Switchyard Park Stage Rental to see page #16 <p><i>Under A Fair of the Arts 2nd Saturday of Month May-October</i></p> <ul style="list-style-type: none"> • Increase booth space from \$55 to \$60
Page 11	<p><u>Community Events – Mobile Stage Rental, Other Rental</u></p> <p>No changes</p>
Page 12	<p><u>Frank Southern Ice Arena – User Fees, Facility Rental, Programs, Classes, Special Events</u></p> <p>Changes include:</p> <p><i>Under User Fees/Facility Rental</i></p> <ul style="list-style-type: none"> • Increase rink rental prime time from \$205 to \$230 • Increase rink rental non-prime time from \$195 to \$220 <p><i>Under Programs/Classes Special Events</i></p> <ul style="list-style-type: none"> • Increase Hockey Initiation – from \$50 to \$55 In City / from \$55 to \$60 Out of City • Increase Youth Hockey Cubs – from \$170 to \$175 In City / from \$185 to \$190 Out of City
Page 13	<p><u>Golf Services – Green Fees, Season Passes, Facility Rental, Programs, Classes, and Special Events</u></p> <p>Changes include:</p> <p><i>Under Green Fees/Season Passes/Other</i></p> <ul style="list-style-type: none"> • Increase Range Balls per bucket – large from \$5 to \$6 / small from \$3 to \$4 • Increase 20 Bucket Range Ball Pass – from \$80 to \$100 <p><i>Under Clubhouse Rental, Programs, Classes, Special Events</i></p> <ul style="list-style-type: none"> • Add Banquet Room per day, any day of the week \$400 • Add Banquet Room per hour, and day of the week \$50 • Add Banquet Room per day, with golf outing \$100 • Add Conference Room per day, any day of the week \$150 • Add Conference Room per hour, and day of the week \$25
Page 14	<p><u>Natural Resources</u></p> <p>Changes include:</p> <p><i>Under Launch Permits</i></p> <ul style="list-style-type: none"> • Increase Annual permit from \$70 to \$80 • Increase 2nd Annual permit from \$10 to \$20 • Increase Daily permit from \$7 to \$8 <p><i>Under Canoe/Boat rental</i></p> <ul style="list-style-type: none"> • Add line for late fee (all boats returned after closing hours) \$20 <p><i>Under Misc.</i></p> <ul style="list-style-type: none"> • Add line for replacement fee (lost, stolen, damaged items – such as life jackets and paddles) \$50
Page 15	<p><u>Operations Services – Shelter Rentals</u></p> <p><i>Under Shelter Rental</i></p> <ul style="list-style-type: none"> • Add Switchyard Park large picnic shelter weekdays M-F \$75 • Add Switchyard park large picnic shelter weekends & holidays \$90
Page 16	<p><u>Add Switchyard Park Price Page</u></p> <p>No changes to prices approved at the June 2019 Park Board meeting</p>

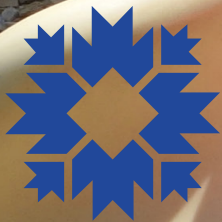
Page 17	<u>Twin Lakes Recreation Center – Memberships, Rentals</u> No changes
Page 18	<u>Twin Lakes Recreation Center – Facility Rental, Facility Services, Concessions</u> No Changes
Page 19	<u>Twin Lakes Recreation Center – TLRC Fitness</u> No Changes
Page 20	<u>Youth Programs – Facility Rental, Programs, Classes, and Special Events</u> Changes include: <i>Under Program /Classes Special Events</i> <ul style="list-style-type: none"> • Increase Kid City Original from \$170 to \$175 In City / from \$175 to \$180 Out of City • Increased Kid City Quest from \$160 to \$165 In City / from \$165 to \$170 Out of City • Increase CIT program from \$170 to \$175 In City / from \$175 to \$180 Out of City • Increase Kid City Break Days per day range - from \$35 - \$45 to \$40 - \$45 In City / from \$35 - \$50 to \$40 - \$50 Out of City
Page 21	<u>Miscellaneous</u> Changes include: <i>Under Non-Reverting Fund Miscellaneous</i> <ul style="list-style-type: none"> • Add advertising \$400 - \$30,000 • Add sponsorship \$100 - \$5,000

RESPECTFULLY SUBMITTED,



Kim Clapp, Office Manager

Bloomington Parks and Recreation 2020 Price Schedule



CITY OF BLOOMINGTON
Parks and Recreation



BLOOMINGTON PARKS & RECREATION

*Administrative Transaction Fee is included in all prices

PAGE 1	Administrative Services - Equipment Rental Adult Services - Programs, Classes, Special Events Inclusive Recreation - Programs, Classes, Special Events
PAGE 2	Adult Sports - Basketball, Tennis, Softball, Volleyball Adult Sports - League Registrations, Tournaments
PAGE 3	Adult Sports/Youth Sports - Field Rental, Player Fees, Concessions
PAGE 4	Aquatics - Bryan Pool and Mills Pool Admission and Passes
PAGE 5	Aquatics - Programs, Classes, Special Events, Rentals, Concessions
PAGE 6	Banneker Center - Facility Rental, Programs, Classes, Special Events
PAGE 7	Cemetery Services
PAGE 8	Community Events - Saturday Farmers' Market - April, November
PAGE 9	Community Events - Saturday Farmers' Market - May thru October Community Events - Tuesday Farmers' Market
PAGE 10	Community Events - Gardens, Waldron, Hill and Buskirk Park Stage Rental Community Events - Programs, Classes, Special Events Community Events - A Fair of The Arts, Holiday Market
PAGE 11	Community Events - Mobile Stage Rental, Other Rental
PAGE 12	Frank Southern Ice Arena - User Fees, Facility Rental Frank Southern Ice Arena - Programs, Classes, Special Events Frank Southern Ice Arena - Concessions
PAGE 13	Golf Services - Green Fees, Season Passes, Other Golf Services - Clubhouse Rentals, Program, Classes, Special Events Golf Services - Concessions
PAGE 14	Natural Resources - Launch Permits, Boat Rental, Misc. Natural Resources - Programs, Classes, Special Events
PAGE 15	Operations Services - Shelter Rental
PAGE 16	Switchyard Park - Rentals, Pavilion, Ambitheather, Lawn, Stage, Bosque
PAGE 17	Twin Lakes Recreation Center - Memberships Twin Lakes Recreation Center - Basketball Court Rental
PAGE 18	Twin Lakes Recreation Center - Programs, Facility Services, Rentals Twin Lakes Recreation Center - Concessions
PAGE 19	Twin Lakes Recreation Center - Fitness
PAGE 20	Youth Programs - Facility Rental, Programs, Classes, Special Events
PAGE 21	Miscellaneous
PAGE 22	Pricing Pyramid

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADMINISTRATIVE SERVICES

NON-REVERTING FUND		
EQUIPMENT RENTAL	2020 IN CITY FEES	2020 OUT of CITY FEES
Volleyball Standards	16.00 + 50.00 deposit	na
Picnic/Party Kits	15.00 + 50.00 deposit	na

PROGRAM UNIT: ADULT PROGRAMS

Cost Recovery Goal = 75%

NON-REVERTING FUND		
PROGRAMS/CLASSES/ SPECIAL EVENTS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Living and Learning Classes	7.00 - 250.00	7.00 - 313.00
Sailing at Lake Monroe-Youth Camp*	7.00 - 350.00	7.00 - 663.00
Sailing at Lake Monroe-Adult Instruction*	7.00 - 600.00	7.00 - 663.00

PROGRAM UNIT: INCLUSIVE RECREATION

Cost Recovery Goal = 2%

NON-REVERTING FUND		
PROGRAMS/CLASSES/ SPECIAL EVENTS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Special Interest Programs/Classes/Special Events	1.00 - 300.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADULT SPORTS

Cost Recovery Goal = 75%

NON-REVERTING FUND		
LEAGUE REGISTRATIONS TOURNAMENTS TENNIS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Adult Softball League - Team Registration		
Spring	720.00	na
Fall	720.00	na
Adult Softball Tournaments	175.00-350.00	na
Forfeit Fee - Softball	25.00	na
Tennis:		
Adult Lessons - 2 per week for 4 weeks	47.00	55.00
Youth Lessons (ages 5 - 17) - 2 per week for 4 weeks	41.00	49.00
Tennis Tournament - Singles	16.00	na
Tennis Tournament - Doubles A Team	18.00	na
Volleyball:		
Adult Volleyball - Team Fee	80.00 - 200.00	na
Adult Volleyball - Individual Fee	20.00 - 30.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADULT SPORTS/YOUTH SPORTS

Cost Recovery Goal

Adult Sports = 75% Youth Sports = 40%

GENERAL FUND & NON-REVERTING FUND		
FIELD RENTAL PLAYER FEES	2020 PARTNER FEES	2020 NON-PARTNER FEES
Winslow Sports Complex:		
Practice	16.00	18.00
Practice with lights	20.00	22.00
Weeknight Competition	23.00	25.00
Weekend Competition	25.00	27.00
With on-site maintenance	30.00	30.00
All day per field	165.00	na
Lower Cascades ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
All day per field	165.00	na
Twin Lakes ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
All day per field	165.00	na
Bryan Park ballfield rental (per hour/per field):		
Practice	10.00	na
Competition	12.00	na
Butler Park ballfield rental (per hour/per field)	10.00	na
Olcott Park ballfield rental (per hour):		
Competition Field Grandstand (South)	43.00	45.00
Non-Competition Field (North)	43.00	45.00
Olcott Park practice - either field	22.00	24.00
Olcott Park practice with lights - either field	24.00	26.00
Olcott Park - requested lining	300.00	300.00

NON-REVERTING FUND		
Concessions Services	2020 IN CITY FEES	2020 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

GENERAL FUND		
BRYAN PARK POOL	2020 IN CITY FEES	2020 OUT OF CITY FEES
General Admission (3 yrs. and under free)	5.00	na
Individual Season Pass includes swimming and water slide	50.00	na

GENERAL FUND		
MILLS POOL	2020 IN CITY FEES	2020 OUT OF CITY FEES
General Admission (3 yrs. and under free)	5.00	na
Individual Season Pass	50.00	

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Group swimming lessons (both Bryan and Mills pools)	60.00	70.00
Lifeguard training and WSI and Lifeguard Instructor	100.00 - 300.00	na
AquaFit	60.00 - 120.00	na

RENTALS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Bryan Pool private rental - entire facility: main pool, waterslides, Limestone Lagoon	325.00/hour	na
Bryan Pool private rental: main pool only	275.00/hour	na
Mills Pool private rental: entire facility	200.00/hour	na
Mills Pool - Open Swim Day Rental Half Day Rental Open to the public for general admission	750.00	na
Mills Pool - Open Swim Day Rental Full Day Rental Open to the public for general admission	1200.00	na

NON-REVERTING FUND		
Concessions Services	2020 IN CITY FEES	2020 OUT OF CITY FEES
Concession items	.50 - 30.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: BANNEKER COMMUNITY CENTER

Cost Recovery Goal = 20%

NON-REVERTING FUND		
	2020 IN CITY FEES (plus deposit - see below)	2020 OUT OF CITY FEES (plus deposit - see below)
FACILITY RENTAL		
Rental during operational hours	per hour	per hour
Category A* - any room	0.00	0.00
Category B** - any room	0.00	0.00
Category C*** - kitchen	30.00	na
Category C*** - 3rd floor	40.00	na
Category C*** - Gymnasium	45.00	na
Category C*** - Gymnasium Bulk	40.00	
Rental during non-operational hours		
Category A* - any room	0.00	0.00
Category B** - gymnasium	35.00	na
Category B** - whole building	75.00	na
Category B** - gymnasium bulk rate	30.00	
Category C*** - gymnasium bulk rate	50.00	
Category C*** - kitchen	40.00	na
Category C*** - Gymnasium	55.00	na
Category C*** - 3rd floor	45.00	na
Category C*** - whole building	140.00	na

*CATEGORY A = Parks department/City departments/MCCSC

**CATEGORY B = Not-for-profit groups/Parks department affiliates

***CATEGORY C = Private use

A fee will be negotiated to any fund-raising or profit-making venture based on type, price, and volume of product being sold, with final approval by the Department Administrator.

All rentals require a 50% deposit.

NON-REVERTING FUND		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
PROGRAMS/CLASSES		
SPECIAL EVENTS		
Special Events & Classes	0.00-200.00	na
Banneker Summer Camp	10.00/wk	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: CEMETERY SERVICES

Cost Recovery Goal = 3%

ROSE HILL CEMETERY - GENERAL FUND		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
LOT SALES		
Individual lots	NONE AVAILABLE	NONE AVAILABLE
Plot Survey Request	25.00-200.00	25.00-200.00
Cremain lots - per space	600.00	725.00
Mausoleum niches for ashes	1400.00	1500.00
MAUSOLEUM		
INTERMENT/DISINTERMENT		
Monday - Friday	600.00 with additional fee of 175.00 if arriving after 2 pm	600.00 with additional fee of 175 if arriving after 2 pm
Saturday	825.00 with additional fee of 175.00 if arriving after 2 pm	825.00 with additional fee of 175.00 if arriving after 2 pm
INURNMENT/DISINURNMENT		
Monday - Friday	450.00 with additional fee of 175.00 if arriving after 2 pm	450.00 with additional fee of 175.00 if arriving after 2 pm
Saturday	675.00 with additional fee of 175.00 if arriving after 2 pm	675.00 with additional fee of 175.00 if arriving after 2 pm
WHITE OAK CEMETERY - GENERAL FUND		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
LOT SALES		
Individual lots - per space (4' x 10")	750.00	900.00
Trustees (includes lot and interment)	550.00	550.00
BOTH ROSE HILL & WHITE OAK CEMETERY - GF		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
INTERMENT/DISINTERMENT		
GROUND		
Monday - Friday	750.00 with additional fee of 300.00 if arriving after 2 pm	750.00 with additional fee of 300.00 if arriving after 2 pm
Saturday	1000.00 with additional fee of 300.00 if arriving after 2 pm	1000.00 with additional fee of 300.00 if arriving after 2 pm
INURNMENT/DISINURNMENT		
Monday-Friday	450.00 with additional fee of 175.00 if arriving after 2 pm	450.00 with additional fee of 175.00 if arriving after 2 pm
Saturday	675.00 with additional fee of 175.00 if arriving after 2 pm	675.00 with additional fee of 175.00 if arriving after 2 pm

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MKT

Cost Recovery Goal = 100%

NON-REVERTING FUND		
FARMERS' MARKET SATURDAYS IN APRIL (based on 4 Market days)	2020 IN CITY FEES	2020 OUT OF CITY FEES
Application Fee*	20.00	na
April- Saturday Farmers' Market reserved spaces:		
Large space	72.00 (\$18/day)	na
Large space - Senior** or Youth*** rate	48.00 (\$12/day)	na
Small space	40.00 (\$10/day)	na
Small space - Senior** or Youth*** rate	28.00 (\$7/day)	na
April- Saturday Farmers' Market unreserved spaces:		
Large space - per day	18.00	na
Large space - Senior** or Youth*** rate - per day	12.00	na
Small space - per day	10.00	na
Small space - Senior** or Youth*** rate - per day	7.00	na

NOVEMBER FARMERS' MARKET (based on 3 "regular" Market days in November) (4th Market Day in November is the Holiday Market)	2020 IN CITY FEES	2020 OUT OF CITY FEES
Application Fee*	20.00	na
Large space	54.00 (\$18/day)	na
Large space - Senior** or Youth*** rate	36.00 (\$12/day)	na
Small space	30.00 (\$10/day)	na
Small space - Senior** or Youth*** rate	21.00 (\$7/day)	na
Farmers' Market unreserved spaces:		
Large space - per day	18.00	na
Large space - Senior rate** - per day	12.00	na
Small space - per day	10.00	na
Small space - Senior** or Youth*** rate per day	7.00	na
Holiday Market - reserved large	30.00	na
Holiday Market - local product for profit	40.00	na
Holiday Market - local product non-profit	25.00	na

* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market: verifying application information, vendor newsletter, and being added to the Market mailing list.

** Senior rate applies only if all vendors on contract are 60 years of age or older

*** Youth rate applies only if all vendors on contract are 16 years of age or younger

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MARKET

Cost Recovery Goal = 100%

NON-REVERTING FUND		
FARMERS' MARKET SATURDAYS IN MAY THRU OCTOBER	2020 IN CITY FEES	2020 OUT OF CITY FEES
Application Fee*	20.00	na
Saturday Farmers' Market reserved spaces:		
Large space	468.00	na
Large space - Senior** or Youth*** rate	312.00	na
Small space	260.00	na
Small space - Senior** or Youth*** rate	182.00	na
Farmers' Market unreserved spaces:		
Large space - per day (same for 2nd space)	18.00	na
2nd space)	12.00	na
Small space - per day (same for 2nd space)	10.00	na
Small space - Senior** or Youth*** rate per day (same for 2nd)	7.00	na

WEEKDAY FARMERS' MARKET	2020 IN CITY FEES	2020 OUT OF CITY FEES
Application Fee*	20.00	na
Weekday Farmers' Market reserved spaces:		
Space	180.00 (\$10.00/day)	na
Space - Senior** or Youth*** rate per day	126.00 (\$7.00/day)	na
Weekday Farmers' Market unreserved spaces:		
Space - per day	10.00	na
Space - Senior** or Youth*** rate per day	7.00	na

MISCELLANEOUS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Registration for Farm Programming	5.00 - 100.00	na
Information Table - Application Fee	10.00	na
Information Table space - per day	10.00	na
Prepared Food Vendor/Food Trucks/Pushcarts	10% of gross proceeds	na
Mushroom Inspection per occurrence	5.00	na

* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market: Verifying application information, vendor newsletter, and being added to the Market mailing list.

** Senior rate applies only if all vendors on contract are 60 years of age or older

*** Youth rate applies only if all vendors on contract are 16 years of age or younger

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

NON-REVERTING FUND		
GARDENS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Willie Streeter Gardens***		
large plots (10' x 20')	73.00	85.00
small plots (10' x 10')	37.00	44.00
raised beds (10' X 10')	37.00	44.00
Garden clearing fee - large plots	60.00-120.00	na
Garden clearing fee - small plots	30.00-60.00	na
Garden clearing fee - raised beds	30.00-60.00	na
Rev. Butler Park Gardens***		
large plots (avg 140 sq. ft.)	51.00	59.00
small plots (avg 95 sq. ft.)	37.00	44.00
raised beds	37.00	44.00
Switchyard Park Gardens***		
raised beds	37.00	44.00
Garden clearing fee - raised beds	30.00-60.00	na
STAGE RENTAL	2020 IN CITY FEES	2020 OUT OF CITY FEES
Waldron, Hill, and Buskirk Park		
Category I* without lights	100.00 per day	na
Category I* with theatrical lights	125.00 per day	na
Category II* without lights	125.00 per day	na
Category II** with theatrical lights	156.00 per day	na
Deposit on stage rental - refundable	50.00	na
Switchyard Park Stage Rental		
See page #16		
PROGRAMS/CLASSES SPECIAL EVENTS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Special Events & Classes	0-200.00	na
A FAIR OF THE ARTS 2ND SATURDAY OF MONTH MAY - OCTOBER	2020 IN CITY FEES	2020 OUT OF CITY FEES
Application Fee	15.00	na
Booth Space	60.00	na
HOLIDAY MARKET ARTS FAIR	2020 IN CITY FEES	2020 OUT OF CITY FEES
Jury Fee	20.00	na
Booth Space - Indoor 6x8'	65.00	na
Booth Space - Indoor 4x6'	60.00	na
Booth Space - Outdoor 10x10'	55.00	na
Electricity w/Booth Space	10.00	na

* Category I - Not-for-Profit groups (must provide proof of 501 © 3 status at time of rental)

**Category II - Profit making groups/all other groups

*** Community Garden Plots will be discounted by 50% for gardeners who have already rented a plot and would like an additional plot after June 30, 2020.

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

NON-REVERTING FUND		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
MOBILE STAGE RENTAL		
Mobile Stage rental		
without lights - Category I*	750.00/day +375.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
with theatrical lights - Category I*	1,000.00/day +500.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
without lights - Category II**	1,000.00/day +500.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
with theatrical lights - Category II**	1,250.00/day +625.00 deposit	na
Stage Supervisor***	20.00 - 30.00***	na

***STAGE SUPERVISOR MANDATORY WITH ALL MOBILE STAGE RENTALS

***FEE IN RANGE TO BE DETERMINED BY EVENT & STAFFING AVAILABILITY

	2020 IN CITY FEES	2020 OUT OF CITY FEES
OTHER RENTAL		
Stage Platforms		
for 7 platforms	365.00/day +185.00 deposit	na
single platform	60.00/day +75.00 deposit	na
Risers (small platforms)		
6 platforms	365.00/day +185.00 deposit	na
single platform	60.00/day +75.00 deposit	na
Stairs	\$50.00/day + \$25.00 deposit	na

* Category I - Not-for-Profit groups (must provide proof of 501(c)3 status at time of rental)

**Category II - Profit making groups/all other groups

Groups are responsible for transporting and set up.

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: FRANK SOUTHERN ICE ARENA

Cost Recovery Goal = 75%

GENERAL FUND		
USER FEES FACILITY RENTAL	2019/2020 IN CITY FEES	2019/2020 OUT OF CITY FEES
Public Skating (ages 4 and under FREE)	6.00	na
Skate Rental	3.00	na
Economy Pass (10 admissions)	54.00	na
Group Rates - Skates included	5.00	na
Group Rates - Skates excluded	4.00	na
Drop-In Hockey (formerly Stick & Puck)	10.00	na
Skate Sharpening		
Drop off	6.00	na
New Skates	10.00	na
Immediate service	7.00	na
Rink Rental	per hour	per hour
Prime Time (8 a.m. - 11 p.m.)	230.00	na
Non-Prime Time	220.00	na
Birthday Party Room (flat fee)	60.00	na
Birthday Party Room Package (10 adm w/skates)	100.00	na
Ice Show Performers	40.00	na

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2019/2020 IN CITY FEES	2019/2020 OUT OF CITY FEES
Men's League 12 games & 1 tournament	170.00	185.00
Group Lessons/per participant - The Skating School	(fall 2019) 80.00	(fall 2019) 90.00
Hockey Initiation	55.00	60.00
Youth Hockey - Cubs	175.00	190.00
Youth Hockey - all others	260.00	275.00
Special Events	2.00 - 100.00	na

Concessions Services	2019/2020 IN CITY FEES	2019/2020 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: GOLF SERVICES

Cost Recovery Goal = 85%

GENERAL FUND		
GREEN FEES/SEASON PASSES OTHER	2020 IN CITY FEES	2020 OUT OF CITY FEES
Cascades Special - 18 Holes & Cart	30.00	na
Green Fees	20.00	na
Green Fees - 9 holes	13.00	na
Twilight Green Fees	15.00	na
League play Green Fees	13.00	na
Adult season pass	525.00	565.00
Spouse season pass	200.00	240.00
Family season pass	725.00	840.00
Senior (age 62+) season pass	480.00	515.00
Senior Spouse (age 62+) season pass	200.00	230.00
Junior season pass (18 and under)	200.00	230.00
Student 18 over Valid Student ID	375.00	400.00
9-hole/10 play pass - each visit is one play	120.00	120.00
10 play pass - each visit is one play	165.00	165.00
Locker rental (includes sales tax)	40.00	40.00
Range Balls - per bucket (large and small)	6.00 and 4.00	na
20 Bucket Range Ball Pass	100.00	na
Cart rental - per person - 9 holes	7.50	na
Cart rental - per person - 18 holes	15.00	na
Spectator cart rental - 9 holes	15.00	na
Spectator cart rental - 18 holes	25.00	na
Tournament Fee	25.00	na
Tournament/Outings - per person varies by number of players & format	13.00 - 36.00	na
Student Green Fee - with student I.D.	15.00	na
2020 Pine 9 Special - with cart	1.00 per hole	na
NON-REVERTING FUND		
CLUBHOUSE RENTAL PROGRAMS/CLASSES SPECIAL EVENTS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Banquet Room per any day of the week	400.00	na
Banquet Room per hour any day of the week	50.00	na
Banquet Room per day with golf outing event	100.00	na
Conference Room any day of the week	150.00	na
Conference Room per hour any day of the week	25.00	na
Junior Golf Camp	90.00	100.00
Group Golf Clinics	20.00	25.00
League Fees	5.00 - 25.00	na
Tournament Entry	15.00 - 50.00	na
Prize Fund	1.00 - 15.00	na
Concessions Services	2020 IN CITY FEES	2020 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: NATURAL RESOURCES

Cost Recovery Goal = 20%

NON-REVERTING FUND		
LAUNCH PERMITS BOAT/CANOE RENTAL/MISC PROGRAMS/CLASSES SPECIAL EVENTS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Launch Permits:		
Annual - non-motorized	80.00	na
2nd annual - non-motorized	20.00	na
Daily permit	8.00	na
Canoe/Boat rental:		
Per hour	8.00	na
10 pass	70.00	na
Late Fee (all boats returned after closing hours)	20.00	na
Misc./life jacket rental	1.00	na
Life jacket rental	1.00	na
Replacement fee (lost, stolen, damaged items - such as life jackets and paddles does not include boats)	50.00	na
Educational Programs:		
Private groups	25.00/hr (up to 15 persons)	na
Individual - depending on program	0.00 - 50.00/hr	na
Wapehani Cycling events:		
1 to 100 participants	100.00	na
over 100 participants	1.00 each	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: OPERATIONS SERVICES

Cost Recovery Goal = 5%

NON-REVERTING FUND		
SHELTER RENTAL	2020 IN CITY FEES	2020 OUT OF CITY FEES
Small picnic shelter: (weekdays M-F)		
Bryan-Henderson	53.00	na
Bryan - North	53.00	na
Building Trades	53.00	na
RCA	53.00	na
Small picnic shelter: (weekends & holidays)		
Bryan-Henderson	56.00	na
Bryan - North	56.00	na
Building Trades	56.00	na
RCA	56.00	na
Large Picnic Shelter: (weekdays M-F)		
Bryan - Woodlawn	66.00	na
Winslow Woods	61.00	na
Lion's Den (Upper Cascades)	66.00	na
Sycamore (Lower Cascades North)	76.00	na
Waterfall (Lower Cascades South)	66.00	na
Young Pavilion (Olcott Park)	66.00	na
RCA Group	61.00	na
Switchyard Park	75.00	na
Large Picnic Shelter: (weekends & holidays)		
Bryan - Woodlawn	81.00	na
Winslow Woods	71.00	na
Lion's Den (Upper Cascades)	81.00	na
Sycamore (Lower Cascades North)	91.00	na
Waterfall (Lower Cascades South)	81.00	na
Young Pavilion (Olcott Park)	81.00	na
RCA Group	71.00	na
Switchyard Park	90.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: SWITCHYARD PARK

Cost Recovery Goal = ?

NON-REVERTING FUND		
SWITCHYARD PARK	2020 IN CITY FEES	2020 OUT OF CITY FEES
Pavilion		
Rental (per hour) (weekdays M-F)	60.00	na
Rental (per hour) (weekends & holidays)	75.00	na
Rental (per day) (weekdays M-F)	500.00 +250.00 deposit per day	na
Rental (per day) (weekends & holidays)	600.00 +300.00 deposit per day	na
Projector use (per day)	25.00	na
Table and Chair Reset Fee (for changes after initial set)	50.00	
Amphitheatre (per day)		
Rental (weekdays M-F)	75.00	na
Rental (weekends & holidays)	90.00	na
Bosque (per day)		
Rental (weekdays M-F)	75.00	na
Rental (weekends & holidays)	90.00	na
North Activity Lawn (per day)		
Rental (weekdays M-F)	75.00	na
Rental (weekends & holidays)	90.00	na
South Activity Lawn (per day)		
Rental (weekdays M-F)	75.00	na
Rental (weekends & holidays)	90.00	na
Main Stage and Performance Lawn (per day)		
Category I* - w/o theatrical lighting***	200.00 +100.00 deposit per day	na
Category I* - with theatrical lighting***	500.00 +250.00 deposit per day	na
Category II** - w/o theatrical lighting***	250.00 +125.00 deposit per day	na
Category II** - with theatrical lighting***	750.00 +375.00 deposit per day	na
Secondary Performance Lawn rental (per day)		
Rental (weekdays M-F)	75.00	na
Rental (weekends & holidays)	90.00	na
Gardens see page #10 for garden rental		
Shelters see page #15 for picnic shelter rental		

ALL RENTALS OVER 100 PEOPLE, USING ADDITIONAL PHYSICAL INFRASTRUCTURE, OR ALCOHOL CONSUMPTION MAY ALSO REQUIRE A SPECIAL USE PERMIT AND ADDITIONAL COSTS

* Category I – Not-for-Profit groups (must provide proof of 501c3 status at time of rental.

** Category II – Profit making groups /all other groups

*** May require renter to provide security and/or sound tech ***

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

NON-REVERTING FUND		
MEMBERSHIPS/RENTALS	2020 Daily	2020
Memberships*		
Daily: 6 & under	N/C	
Daily fee for ages 7 to 18 and 62+	7.00	
Daily fee for ages 18 and over	8.00	
Adult (direct debit) monthly		35.00
Student (direct debit) monthly		30.00
Senior (direct debit) monthly		30.00
Two Person (direct debit) monthly		55.00
Two Senior (direct debit) monthly		45.00
Family (direct debit) monthly		65.00
Adult monthly		40.00
Student monthly		30.00
Senior monthly		35.00
Two Person monthly		60.00
Two Senior monthly		50.00
Family monthly		70.00
Adult 6 Month PIF		200.00
Student 6 Month PIF		155.00
Senior 6 Month PIF		175.00
Two Person 6 Month PIF		300.00
Two Senior 6 Month PIF		250.00
Family 6 Month PIF		350.00
Adult 12 Month PIF		360.00
Student 12 Month PIF		270.00
Senior 12 Month PIF		315.00
Two Person 12 Month PIF		540.00
Two Senior 12 Month PIF		450.00
Family 12 Month PIF		630.00
COB Employee Rate - Adult - (direct debit)	n/a	* 27/month
COB Employee Rate - 2 Adult - (direct debit)	n/a	* 42/month
COB Employee Rate - Family - (direct debit)	n/a	* 49/month
COB Employee Rate - Adult - 6 Month PIF	n/a	150.00
COB Employee Rate - 2 Adult - 6 Month PIF	n/a	225.00
COB Employee Rate - Family - 6 Month PIF	n/a	263.00
COB Employee Rate - Adult - 12 Month PIF	n/a	270.00
COB Employee Rate - 2 Adult - 12 Month PIF	n/a	405.00
COB Employee Rate - Family - 12 Month PIF	n/a	473.00
Pro-rated fee for 2 Adult/Family		2.00 - 54.00
CITY ID needed as verification of employment. COB rate is for employees with benefits only.		
RENTALS	IN-CITY	OUT OF CITY
Basketball competitions, per court. Renter has option of keeping the admissions revenue.	40.00/court	na
Basketball Practice - full court	30.00/court	na
Basketball Practice - full court bulk use	25.00/court	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

NON-REVERTING FUND		
PROGRAMS/CLASSES	2020 IN CITY FEES	2020 OUT OF CITY FEES
Basketball Leagues		
*Season I	75.00/player	na
*Season II	85.00/player	na
*Season III	85.00/player	na
*Late Registration Fee	10.00	na
Basketball Clinics	25.00-80.00	na
COURT/FIELD RENTAL - PER HOUR	2020 IN CITY FEES	2020 OUT OF CITY FEES
Turf Field - Summer (Apr - Sept)	70.00/hour	na
Turf Field - Regular (Oct - March)	100.00/hour	na
PARTIES	2020 IN CITY FEES	2020 OUT OF CITY FEES
Party Room	45.00/hour	na
Party Room Rental w/court use	65.00/hour	na
Party Room Rental w/turf (Apr-Sept)	105.00/hour	na
Party Room Rental w/turf (Oct-Mar)	130.00/hour	na
Party Room Rental w/studio A or B	80.00/hour	na
ROOM RENTALS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Entire Lower Level	155.00/hour	na
Studio A	65.00/hour	na
Studio B	60.00/hour	na
Program Room	45.00/hour	na
FACILITY RENTAL - PER HOUR	2020 IN CITY FEES	2020 OUT OF CITY FEES
6 FT Rectangle Table	6.00/day	na
8 FT Rectangle Table	7.00/day	na
60" Round Table	8.00/day	na
Folding Chairs (white plastic, padded or non-padded)	1.00/day	na
these furnishings are available for TLRC facility rental use only		
CONCESSIONS SERVICES	2020 IN CITY FEES	2020 OUT OF CITY FEES
Concession items	.25 - 30.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TLRC FITNESS

Cost Recovery Goal = 100%

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Instructional classes - depending on class type	5.00 - 200.00	na
Personal Training	130.00 - 895.00	na
Group Fitness classes	10.00 - 100.00	na
Private Fitness classes	50.00 - 300.00	na
Punch Passes	7.00 - 60.00	na
Fitness assessments	5.00 - 50.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: YOUTH PROGRAMS

Cost Recovery Goal = 50%

Allison-Jukebox Community Center

NON-REVERTING FUND

	2020 IN CITY FEES	2020 OUT OF CITY FEES
FACILITY RENTAL		
All Allison Jukebox rentals require a 50% deposit		
Activity rooms (two available)	per hour	per hour
Category A*	35.00	na
Category B**	45.00	na
Category C***	55.00	na
Restroom only with park use	per hour	per hour
Category A*	30.00	na
Category B**	40.00	na
Category C***	50.00	na
Whole Building	per hour	per hour
Category A*	55.00	na
Category B**	65.00	na
Category C***	85.00	na

*CATEGORY A = Parks department/City departments/MCCSC

**CATEGORY B = Not-for-profit groups/Parks department affiliates

***CATEGORY C = Private use

	2020 IN CITY FEES	2020 OUT OF CITY FEES
PROGRAMS/CLASSES		
SPECIAL EVENTS		
Kid City Camps*	per week	per week
Kid City Original	175.00	180.00
Kid City Quest	165.00	170.00
CIT program - grades 8 - 10 (2 week sessions)	175.00	180.00
Kid City Break Days - per day**	40.00-45.00	40.00-50.00
Programs/Classes/Special Events	1.00-300.00	1.00-300.00

* a non-refundable deposit of \$35/session/child is due at time of registration - deposit is applied to session fee

** a \$5.00 late fee will be assessed for Break Days late registrations beginning August 2020

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: MISCELLANEOUS

GENERAL FUND		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
MISCELLANEOUS		
Application Fee - Fee Waiver	5.00	na*
Return Check Fee	20.00	na

* Out-of-City residents are not eligible to receive Fee Waivers

NON-REVERTING FUND		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
MISCELLANEOUS		
Health/Wellness services	5.00 - 60.00	na
Late registration fees		
Programs with fees \$50.00 or less	5.00	na
Programs with fees \$50.01 - \$149.99	10.00	na
Programs with fees \$150.00 or more	25.00	na
Transaction fees		
Admission/Entry fees	.10 - .50	na
Registration/Player fees	1.00 - 2.00	na
Membership/Team fees	na	na
Program fees		
Programs under \$10.00	0.50	na
Programs over \$10.00	1.00	na
Fitness in the Park Permit	10.00/hr	na
Advertising	400-30,000	na
Sponsorship	100-5,000	na
Permit Processing fees		
Category A*	0.00	na
Category B**	10.00	na
Category C***	15.00	na
Category D****	30.00	na
Category E*****	150.00	na
Application Fees	25.00	na
Vending Fees	\$25 non-profit \$35 profit	na
Alcohol Permit Fee (Approval required)	\$200 or 10% gross whichever is higher	na
Damage Deposit (refundable)	75.00	na
Return Check Fee	20.00	na

* Category A - Parks department/City departments/MCCSC

** Category B - Not-for-Profit groups/department affiliates

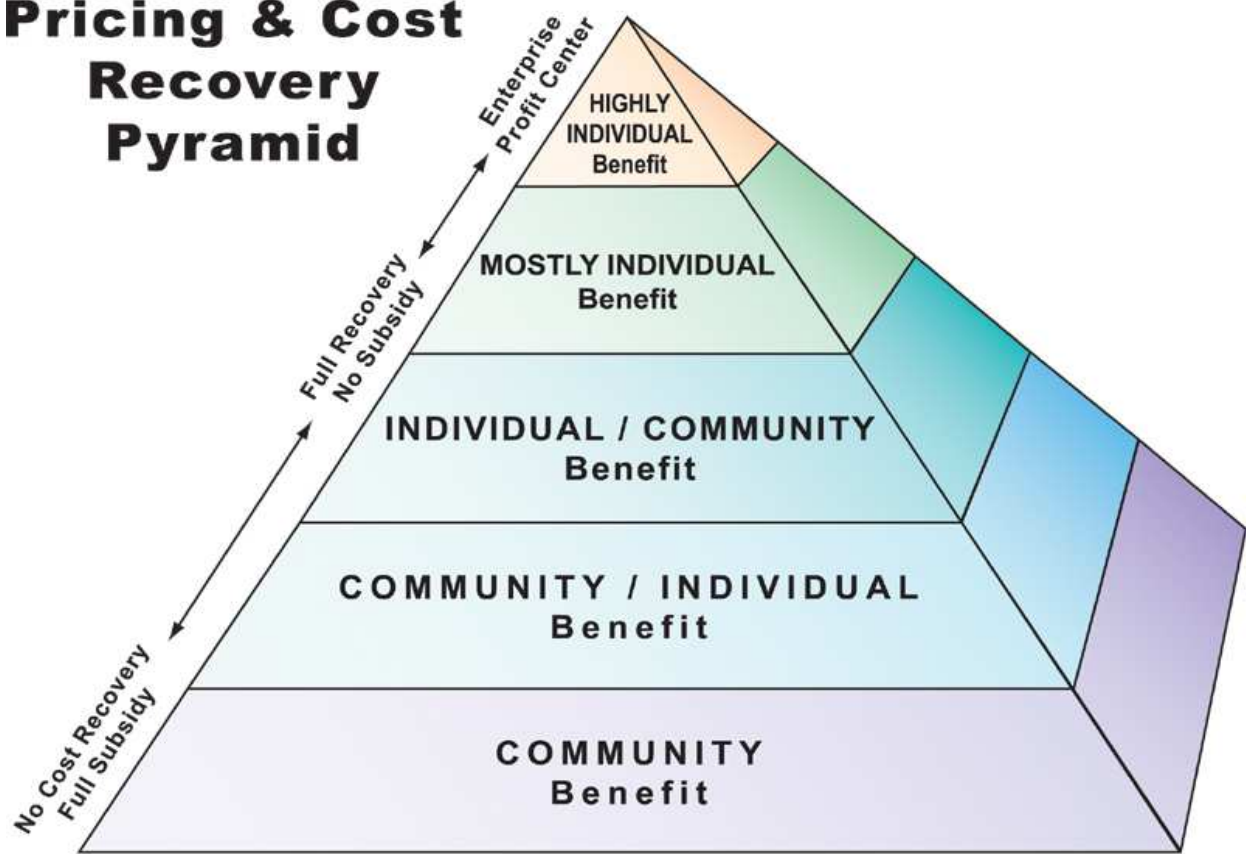
***Category C - Private use - City residents

****Category D - Private use - Out-of-City residents

*****Category E - Special Event - for large-scale special events, department staff will determine which events fall under this category, based on size, scope and nature of event.

A fee will be negotiated to any fund-raising or profit making venture based on type, price and volume of product being sold, with final approval by the department Administrator.

Pricing & Cost Recovery Pyramid



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STAFF REPORT

Agenda Item: C-2
Date: 11/14/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Becky Higgins
DATE: November 19, 2019
SUBJECT: CONTRACT APPROVALS FOR SWITCHYARD PARK GRAND OPENING

Recommendation

Staff recommends approval of following contracts that were part of the Switchyard Park grand opening.

Agreement to use parking lot at 1200 S. Morton this weekend
Catering contract with One World
Contract with Professional Golfcar for golf carts this weekend
Contract with Green Hat for photos for this weekend
Contract with Wes lasher/Production House for videos this weekend
Contract with Big Bounce for games for this weekend
Contract with Markey's for lights for this weekend
Contract with 96.1 FM for live remote

Background

The Switchyard Park grand opening was held on November 16th & 17th. Due to the date of the opening in relation to the date of the Park Board meeting we had to move forward with contracts for services. Legal did review and approve in advance.

RESPECTFULLY SUBMITTED,

Becky Higgins, Recreation Services Division Director

PARKING LICENSE AGREEMENT

This Parking License Agreement is made this ____ day of November, 2019, by and between Indiana University Health Bloomington, Inc. (hereinafter called "Grantor"), and the City of Bloomington, Indiana (hereinafter called "Grantee").

Section 1. Grant of License. Grantor does hereby grant unto Grantee the nonexclusive right and license to use, without charge, the paved parking areas located at 1200 S. Morton Street, Bloomington, Indiana (the "Premises").

Section 2. Duration of License. The license shall commence on November 16, 2019 (the "Commencement Date") and shall continue until 11:59 PM on November 17, 2019 (the "Termination Date").

Section 3. Use of Premises. The Premises shall be used solely for the purpose of vehicular parking by employees, agents, guests and invitees of Grantee.

Section 4. Liability. All vehicles parked in or upon the Premises shall be so parked at the sole risk of Grantee; and Grantee shall hold harmless Grantor from any and all claims, liability, judgments, costs or expenses, including reasonable attorneys' fees, arising out of damage thereto. In addition, Grantee shall indemnify and hold harmless Grantor from and against any and all claims, liability, judgments, costs or expenses, including reasonable attorneys' fees, arising out of or in connection with the use of the Premises by Grantee, its employees, agents, guests and invitees pursuant to this Agreement.

Grantee, at Grantee's expense, shall maintain in full force and effect at all times during the continuance of this Agreement a policy of general public liability insurance naming Grantor as an additional insured and covering any and all claims for injuries to or death of persons and damage to property occurring in or upon the Premises in an amount not less than \$1,000,000.00 per occurrence or in the aggregate.

Section 5. Condition of Premises. Grantee acknowledges that it has inspected the Premises and hereby accepts the Premises in its AS IS condition with no representations or warranty by Grantor. Grantee shall maintain the Premises in a clean and sightly condition at all times during the continuance of this Agreement.

Section 6. Assignment. This Agreement and the right to use the Premises hereunder shall not be assigned or transferred by Grantee to any other party.

Section 7. Notices. All notices to Grantor hereunder shall be in writing and directed to Grantor at the following address or at such other address as Grantor shall designate by notice to Grantee:

Indiana University Health Bloomington, Inc.
Attn: COO
601 W. 2nd Street
Bloomington, IN 47403

All notices to Grantee hereunder shall be in writing and directed to Grantee at the following address:

City of Bloomington Parks and Recreation Department
Attn: Paula McDevitt
401 N. Morton, Suite 250
Bloomington, IN 47402

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

GRANTOR:

INDIANA UNIVERSITY HEALTH BLOOMINGTON,
INC.

By: _____
Printed Name: _____
Title: _____

GRANTEE:

CITY OF BLOOMINGTON, INDIANA

By: _____
Printed Name: _____
Title: _____

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
ONE WORLD CATERING
FOR
SWITCHYARD PARK GRAND OPENING**

This Agreement, entered into on this ____ day of _____, 201____, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and One World Catering (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to cater the grand opening of the Switchyard Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform provide the catering of food and beverage (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before November 16th 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 Rebecca Jania as the Department’s Project Manager.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work,

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed three thousand three hundred fifty four dollars and forty cents (\$3,398). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Rebecca Jania
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	One World Catering
Attn: Rebecca Jania	Attn: Christine Kercheval
401 N. Morton, Suite 250	PO Box 6955
Bloomington, Indiana 47402	Bloomington, Indiana 47407

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

ONE WORLD CATERING

Philippa M. Guthrie, Corporation Counsel

Christine Kercheval, Wedding & Special Event Coordinator

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Switchyard Park Grand Opening:

Deliver and set up non-alcoholic beverage station, dessert buffet, on-tray appetizers, linens, and glassware in the Switchyard Park Pavilion.

Pick-up all rented materials at the end of the event.

EXHIBIT B

“Project Schedule”

Switchyard Park Grand Opening:

Delivery of china and glassware, and pickup of linen on Friday, November 15, 2019, by 5:00 p.m.

Delivery and set up of food/service items will be Saturday, November 16th, 2019 (by approx. 4:45 pm). Clean up and tear down of materials will occur directly after the event and will be carried out by BPRD Staff. All rented materials will be picked up by the Contractor during business hours on Monday, November 18th, 2019.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

ONE WORLD CATERING

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

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
PROFESSIONAL GOLFCAR CORPORATION**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Professional Golfcar Corporation ("Contractor").

Article 1. Scope of Services Contractor shall provide rental of two six-passenger golf carts ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Friday, November 15, 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 Leslie Brinson, Community Events Manager, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 Six Hundred Ten Dollars (\$610). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Leslie Brinson, Community Events Manager 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:

Professional Golfcar Corporation will deliver two six- passenger golf carts to 1611 S. Rogers Street on Friday, November 15, 2019 and will pick up the golf cars on Monday, November 18, 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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

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

stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: **Leslie Brinson, 401 N. Morton, Bloomington, IN 47402. Contractor: Professional Golfcar Corporation.** 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
Parks and Recreation Department

Leslie J. Coyne, President
Board of Park Commissioners

PROFESSIONAL GOLFCAR CORPORATION

George Reed, President

Date

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 _____, 20____.

Professional Golfcar Corporation

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

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
CONTRACTOR**

This Agreement, entered into on this 23rd day of October, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Garrett Poortinga/Green Hat Media ("Contractor").

Article 1. Scope of Services Contractor shall provide still photography services, and digital download access to all still photos, ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before November 22, 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 Julie Ramey as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed four hundred forty-five dollars (\$445). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404 or rameyj@bloomington.in.gov. 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: Saturday, November 16, 2019 from 5 until 8 p.m. at the Switchyard Park grand opening event at Switchyard Park, 1611 S. Rogers St. in Bloomington. Access to all digital images to be made available to the Department by 5 p.m. Friday, November 22, 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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, **Attn: Julie Ramey, 401 N. Morton, Bloomington, IN 47402.** **Contractor: Garrett Poortinga, Green Hat Media.** 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

GREEN HAT MEDIA

Garrett Poortinga, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Leslie J. Coyne, 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 _____, 20____.

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 _____, 20____.

Green Hat Media

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

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
CONTRACTOR**

This Agreement, entered into on this 23rd day of October, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Wes Lasher/The Production House ("Contractor").

Article 1. Scope of Services Contractor shall provide videography services during the Switchyard Park grand opening celebration on Sunday, November 17, 2019 from 11:30 a.m.-1:30 p.m., and create a promotional video approx. three minutes in length using video footage, still images, and provided graphics from the Switchyard Park grand opening event and the Department. ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 15, 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 Julie Ramey as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed six hundred dollars (\$600). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404 or rameyj@bloomington.in.gov. 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:

Attend the Switchyard Park grand opening event at Switchyard Park, 1611 S. Rogers St. in Bloomington, on Sunday, November 17, 2019 from 11:30 a.m. until 1:30 p.m. Capture on video the grand opening speeches and ribbon cutting and scenes from most or all of the grand opening activities throughout Switchyard Park. Create a promotional video, not to exceed three minutes in length, highlighting Switchyard Park and the grand opening. Work with Julie Ramey to develop script and for approval of voiceover, music, and video clips.

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

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

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

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

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

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

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

stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: **Julie Ramey, 401 N. Morton, Bloomington, IN 47402. Contractor: Wes Lasher, The Production House.** 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

Wes Lasher

Philippa M. Guthrie, Corporation Counsel

Owner, The Production House

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, 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 _____, 20____.

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 _____, 20____.

Wes Lasher, The Production House

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

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
CONTRACTOR**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Big Bounce House Rentals ("Contractor").

Article 1. Scope of Services Contractor shall provide rental equipment and services for the Switchyard Park Opening ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Sunday, November 17, 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 Leslie Brinson, Community Events Manager, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Eight Hundred Seventy-two Dollars and eleven cents (\$4,872.11). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Leslie Brinson, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Big Bounce House Rentals will provide the following on Sunday, November 17, 2019

- Face painting and tattoos supplies and staff (2)
- Caricature Artist (2)
- Balloon Artist
- Green Screen Photo Booth
- 3-Hole Putt Putt
- Maze Runner Game
- Down the Ducks Game
- Can-It Game
- Flap Attach Game
- Monster Blast Game
- Whip N Skip Game

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Leslie Brinson 401 N. Morton, Bloomington, IN 47402. **Contractor:** Big Bounce Fun House Rentals. 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

BIG BOUNCE FUN HOUSE RENTALS

Susan Lorimer, CEO

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Date

Parks and Recreation Department

Leslie J. Coyne, 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 _____, 20____.

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 _____, 20____.

Big Bounce House Rentals

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

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
MARKEY'S RENTAL AND STAGING**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Markey's Rental and Staging ("Contractor").

Article 1. Scope of Services Contractor shall provide lighting effects for inside and outside of the Pavilion and all that entails for the Switchyard Park Opening ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before November 16, 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 Becky Higgins as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Three Thousand Three Hundred Thirty and ten cents (\$3,330.10). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Becky Higgins, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty. The Department will be responsible for payment of all authorized and approved work performed by Contractor, prior to termination of this Agreement.

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

Markey's will arrive on site Saturday, November 16th and set up the lights for the Pavilion, Amphitheater, Splashpad, Shelterhouse and GOBO light.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, **Attn: Becky Higgins 401 N. Morton, Bloomington, IN 47402.** **Contractor: Mark Miller, President/CEO Markey's Rental and Staging, 2365 Enterprise Park Place, Indianapolis, IN 46218.** 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

Markey's Rental and Staging

Staff, Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Leslie J. Coyne, 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 _____, 20____.

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 _____, 20____.

Markey's Rental and Staging

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

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
CONTRACTOR**

This Agreement, entered into on this 4th day of November, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Sarkes Tarzian Rock 96.1 FM The Quarry ("Contractor").

Article 1. Scope of Services Contractor shall provide a live radio remote during the Switchyard Park Grand Opening, at the Switchyard Park parking lot at Grimes Lane, from 12-2 p.m. on Sunday, November 17, 2019. ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Monday, November 18, 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 Julie Ramey as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed six hundred dollars (\$600). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Sunday, November 17, 2019 from 12-2 p.m.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Julie Ramey, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Karen Boehnlein, Sarkes Tarzian Rock 96.1 FM The Quarry. 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

Sarkes Tarzian Rock 96.1 FM The Quarry

Philippa M. Guthrie, Corporation Counsel

Karen Boehnlein, Account Executive Team Leader

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, 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 _____, 20____.

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 _____, 20____.

Contractor

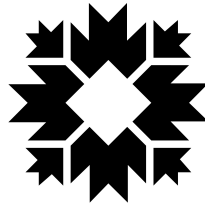
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

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-3
Date: 11/14/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull
DATE: November 8, 2019
SUBJECT: SERVICE AGREEMENT WITH PRICE ELECTRIC FOR FRANK SOUTHERN
CENTER AND WINSLOW SPORTS PARK

Recommendation

Staff recommends approval of this service agreement. Funds from operating budget 200-18-182500-52310, 200-18-182500-53610, 200-18-187202-53610.

Background

This additional service agreement with Price Electric was necessitated because we have exceeded the original department service agreement dollar amount with this vendor. There have been a few projects at Frank Southern Center and Winslow that have exceeded the ceiling amount of \$10,000.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PRICE ELECTRIC, INC

This Agreement, entered into on this ____ day of _____, 2019 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 The Department shall pay Contractor for all fees and expenses in an amount not to exceed Ten Thousand and zero cents (\$10,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: 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.

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

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

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.

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

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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

Leslie J. Coyne, 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 _____, 2019.

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 _____, 2019.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-4
Date: 11/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Jania, Natural Resources Coordinator
DATE: November 19, 2019
SUBJECT: **ROOF REPAIRS ON GRIFFY LAKE BOATHOUSE**

Recommendation

Staff recommends approval of this service agreement. Funding for this project would come from the Parks General Obligation Bond: GL 977-18-18016b-54510 - 977 2017n for an amount not to exceed \$9,800

Background

The City of Bloomington Parks and Recreation Dept. would like to hire Steve's Roofing and Sheet Metal to repair and reinforce the Griffy Lake Boathouse roof. The work will include removing damaged materials, installing new roof decking and skylights as well as fabricating the new roof to be watertight with industry-grade sealants and flashing kits.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Rebecca Jania". The signature is fluid and cursive, written over a horizontal line.

Rebecca Jania, Natural Resources Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
STEVE’S ROOFING & SHEET METAL
FOR
ROOF REPAIRS ON GRIFFY LAKE BOATHOUSE**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Steve’s Roofing & Sheet Metal (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to repair and reinforce the Griffy Lake boathouse roof; and

WHEREAS, the Department requires the services of a professional contractor in order to repair and reinforce the Griffy Lake boathouse roof (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Contractor shall complete the Services required under this Agreement on or before December 31st, 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 Rebecca Jania 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.[1]

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed nine thousand eight hundred (\$9,800).

Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Rebecca Jania
City of Bloomington Parks and Recreation
401 N. Morton, Suite 250
Bloomington, Indiana 47404

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice.

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Consultant

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. 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 Contractor.

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$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.

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code

1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	Steve's Roofing & Sheet Metal
Attn: Rebecca Jania	Attn: Mark Hays
401 N. Morton, Suite 250	5108 S Commercial St
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 Contractor.

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

STEVE'S ROOFING & SHEET METAL

Philippa M. Guthrie, Corporation Counsel

Mark Hays

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Griffy Lake Boathouse Roof Repairs:

- Tear off existing metal roof and roof decking.
- Install new 1/2” Plywood roof decking over entire building.
- Install Ice & Water Shield over entire steep slope areas.
- Install new “H-Loc”, 26-gauge Standing seam metal roof panels on steep slope areas.
- Fabricate and Install 26-gauge metal trims and flashing as needed to make roof watertight.
- Install (4) new Velux FS D26 skylights with EDM Flashing kits for metal roof.
- Install new 1/2” HD Cover board over low slope section fastened to the deck with plates and screws.
- Fully adhere new 60-mil EPDM membrane roofing over low slope area, flashing membrane under the newly installed Standing Seam panels to make roof watertight.
- Remove all related debris from jobsite.
- 2-Year Workmanship Warranty.
- 40-Year Manufacture Paint Finish Warranty.

EXHIBIT B

“Project Schedule”

Griffy Lake Boathouse Roof Repairs:

Work shall be performed between November 20th, 2019 and December 31st, 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 _____, 2019.

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

Printed Name of Notary Public

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2019.

Steve's Roofing & Sheet Metal

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 _____, 2019.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-5
Date: 11/14/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: NOVEMBER 19, 2019
SUBJECT: MONROE COUNTY PUBLIC LIBRARY PARTNERSHIP AGREEMENT

Recommendation

Staff recommends approval of a partnership agreement with the Monroe County Public Library to continue a Story Walk at Reverend Butler Park. The MCPL installed the Story Walk displays along the walking path at Reverend Butler Park in August of 2017. The MCPL wants to continue to inspire parents, teachers, and caregivers to take young children outside for physical activity and learning at the same time. The Parks Department is in support of programs and partnerships that encourage people to come in to the parks and increase physical activity. This will be the third year for this partnership agreement.

Background

The MCPL received funding from the Friends of the Library to create up to four Story Walks in the Bloomington community. The MCPL contacted the Parks and Recreation Department to see about adding the story walk to Rev. Butler Park in 2017. They installed the Story Walk in August of that year and have since changed out the story several times. The Library has also completed programming during the years to highlight the stories. The Parks Department continues to support the Story Walk and will re-evaluate the partnership late 2020.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, which appears to read "Leslie Brinson". The signature is written in a cursive, flowing style.

Leslie Brinson, Community Events Manager



Program Partnership Agreement Monroe County Public Library Story Walk

This Agreement is made and entered into this _____ day of _____, 2019, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and the Monroe County Public Library (“MCPL”).

WHEREAS, BPRD and the MCPL desire to cooperate in the provision of a free self-guided outdoor story walk at Reverend Butler Park.

WHEREAS, the MCPL is qualified to perform such services with BPRD; and

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which establishes a self-guided Story Walk in a city park location. The self-guided Story Walk is placed along the trail to inspire parents, teachers, and caregivers to take young children outside for physical activity and learning at the same time.

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from December 2, 2019, to November 30, 2020, unless early termination occurs as described in Article 7 of this Agreement.

3.0 Bloomington Parks & Recreation:

The goal of BPRD is to build a positive relationship with the MCPL in order to provide programs necessary for the positive development and well-being of the community.

- 3.1. Provide approval to maintain story box signs along the Rev. Ernest D. Butler Park Trail.
- 3.2. Provide communication between Parks and Recreation staff and MCPL staff on any vandalism or structural damage to story boxes.
- 3.3. Provide marketing in the Parks and Recreation Program Guide and/ or through social media outlets.

4.0 Monroe County Public Library:

The goal of the MCPL is to provide opportunities for families and community members to practice literacy skills and continue to develop literacy skills.

- 4.1. Select story books with a new feature story twice a year.
- 4.2. Create, along with the Friends of the Library, promotional materials.
- 4.3. Continual monitoring of story boxes to assure they are in good working order. Repair and or replace as needed.
- 4.4. Evaluate through a variety of methods the success of the self-guided Story Walk in meeting desired outcomes.

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

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

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

prohibited within the City's jurisdiction.

- 5.5.** This Agreement and the services provided will be evaluated in December 2020 and if mutually agreed upon additional story walk locations may be added to the partnership.

6.0 Notice and Agreement Representatives:

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

Bloomington Parks & Recreation
Becky Barrick-Higgins
Box 848
Bloomington, IN 47402
barrickb@bloomington.in.gov
812-349-3713

Monroe County Public Library
Marilyn Wood
303 E. Kirkwood Ave.
Bloomington, IN 47408
mwood@monroe.in.lib.us
812-349-3058

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

Bloomington Parks & Recreation
Leslie Brinson
Box 848
Bloomington, IN 47402
brinsonl@bloomington.in.gov
812-349-3715

Monroe County Public Library
Marilyn Wood
303 E. Kirkwood Ave
Bloomington, IN 47408
mwood@monroe.in.lib.us
812-349-3058

7.0 Termination:

- 7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to November 30, 2020 by mutual written agreement only.
- 7.2.** Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

8.0 Waiver

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

9.0 Release and Hold Harmless Agreement:

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

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

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

Leslie Coyne, President
Board of Park Commissioners

Paula McDevitt, BPRD Director

Philippa Guthrie, Corporation Counsel

Marilyn Wood, Director
Monroe County Public Library



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-6
Date: 11/14/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Daren Eads, Facility Coordinator
DATE: November 19, 2019
SUBJECT: REVIEW/APPROVAL OF SERVICE AGREEMENTS FOR 2020

Recommendation

Staff recommends the review/approval of the service agreement for the Sports Division. If this service is used, funds would be from facility operations budget line.

Background

The following service agreements are in this request:

City Glass of Bloomington Inc-Repair or replacement of windows, doors, glass.

Commercial Service Inc-Repairs to HVAC and/or plumbing.

Gooldy & Sons-Repairs to food service equipment.

Sports Aide-Repairs and replacement of artificial turf at TLRC

Koorsen Environmental-Repairs and service to food service ventilation and hoods

Koorsen Fire and Security-Repairs to alarm systems and fire suppression equipment

Oracle Elevators-Repairs to elevator service

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 Facility Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND CITY GLASS OF BLOOMINGTON, INC

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and City Glass of Bloomington, Inc. ("Consultant"),

Article 1. Scope of Services Consultant will repair, adjust, and/or replace windows, glass and 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 Five Dollars (\$65.00) for each additional hour, with a minimum of one (1) hour charge, plus materials. Consultant 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 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 Ninety Seven Dollars and Fifty Cents (\$97.50) with a minimum of one (1) hour charge, 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 December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Don Foddrill for Pools; Hsiung Marler and/or Chris Lamb for Twin Lakes Sports Park and Frank Southern Center, Aaron Craig for Golf Course 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 (\$4,000.00). 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; Hsiung Marler and/or Chris Lamb for Twin Lakes Sports Park and Frank Southern Center, Don Foddrill 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 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.

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

Article 20. Compliance with Laws In performing the Services under this Agreement, 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, Don Foddrill for Pools, Aaron Craig for Cascades Golf Course, and Hsiung Marler for Twin Lakes Sports Park and Frank Southern Center, 401 N. Morton, Bloomington, IN 47402. **Consultant:** 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 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 GLASS OF BLOOMINGTON, INC

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 _____)

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 _____, 2019.

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 _____, 2019.

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 _____, 2019.

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 _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Commercial Service of Bloomington, INC. ("Consultant").

Article 1. Scope of Services Consultant 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. 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 and Fifty Six Dollars (\$156.00) plus supplies.

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 One Hundred and Fifty Six Dollars (\$156) plus supplies.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the following individuals as the Department's Project Manager:

Daren Eads for TLRC; Aaron Craig for Golf Course; Don Foddril for Pools; and Hsiung Marler for Frank Southern Center.

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; Aaron Craig for Golf Course; 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 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.

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

Article 20. Compliance with Laws In performing the Services under this Agreement, 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 – TLRC, Aaron Craig – Golf Course, Don Fodrigill - Pools, Hsuing Marler- Frank Southern Center 401 N. Morton, Bloomington, IN 47402. **Consultant:** 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 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

Commercial Service of Bloomington, INC.

Name 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 _____, 2019.

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 _____, 2019.

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 _____, 2019.

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 _____, 2019, 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 Fourteen 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 December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Don Foddrill for Pools; and Hsuing Marler for Twin Lakes Sports Park and 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 Foddrill for Pools; and Hsuing Marler for Twin Lakes Sports Park and 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 \$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.

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

Article 20. Compliance with Laws In performing the Services under this Agreement, 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, Don Foddrill for Pools and Hsuing Marler for Twin Lakes Sports Park and 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

Gooldy & Sons, INC.

Philippa M. Guthrie, Corporation Counsel

Name of Signatory and Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 _____, 2019.

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 _____, 2019.

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 SPORT AIDE

This Agreement, entered into on this _____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and SPORT AIDE. ("Consultant").

Article 1. Scope of Services Consultant will repair, service, test, and/or disinfect, the indoor turf at City park properties and facilities. Consultant shall provide the Services for a set price of \$1,500 for turf maintenance, \$400 for Disinfectant application, \$400 for GMAX testing and \$25 per lineal foot for repairs. Parks Department will work Consultant to schedule repairs and/or maintenance around turf schedule and Consultant availability.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the following individual as the Department's Project Manager: Daren Eads for TLRC.

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, 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.

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

Article 20. Compliance with Laws In performing the Services under this Agreement, 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 – TLRC, 401 N. Morton, Bloomington, IN 47402. **Consultant:** SPORT AIDE, 14385 Colby Court, Carmel, IN 46032. 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

Sport Aide

Name and Title

**14385 Colby Court
Carmel, Indiana 46032**

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 _____, 2019.

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 _____, 2019.

SPORT AIDE

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 _____, 2019.

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 ENVIRONMENTAL SERVICES**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Koorsen Environmental Services ("Contractor").

Article 1. Scope of Services Contractor shall provide inspection and clean exhaust hood components at City park properties ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand 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: Attn: Daren Eads - TLRC, 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:

Consultant shall perform the Services on a mutually agreed upon scheduled date and time. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Daren Eads, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Koorsen Environmental Services, 2719 N. Arlington Ave., Indianapolis, Indiana 46218. 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
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

KOORSEN ENVIRONMENTAL SERVICES

Scott Deckard, Sales Representative

Date

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 _____, 20____.

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 _____, 20____.

Koorsen Environmental Services

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

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 _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Koorsen Fire & Security. ("Consultant").

Article 1. Scope of Services Consultant will install, repair, service and monitor fire and security alarms, and fire suppression services and components at City park properties and facilities (Services) at an hourly rate of Eighty Five Dollars (\$85.00) 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 and Fifty Six Dollars (\$156.00) plus supplies.

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 One Hundred and Fifty Six Dollars (\$156) plus supplies.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the following individuals as the Department's Project Manager:

Daren Eads for TLRC; Aaron Craig for Golf Course; Don Foddril for Pools; and Hsiung Marler for Twin Lakes Sports Park and Frank Southern Center. 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; Aaron Craig for Golf Course; Don Foddril for Pools; and Hsiung Marler for Twin Lakes Sports Park and 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 \$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.

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

Article 20. Compliance with Laws In performing the Services under this Agreement, 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 – TLRC, Aaron Craig – Golf Course, Don Fodrill - Pools, Hsuing Marler- Twin Lakes Sports Park and Frank Southern Center 401 N. Morton, Bloomington, IN 47402. **Consultant:** Koorsen Fire & Security; 1131 Air Drive; Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and 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

Koorsen Fire and Security

Philippa M. Guthrie, Corporation Counsel

Name and Title

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 _____, 2019.

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 _____, 2019.

Koorsen Fire & Security

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 _____, 2019.

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 ORACLE ELEVATOR

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Oracle Elevator. ("Consultant").

Article 1. Scope of Services Consultant will service and adjust elevators at City park facilities (Services) four (4) times per year at Eight Hundred Twenty Four Dollars and Thirty One Cents (\$824.31) annually at the Twin Lakes Recreation Center and One Thousand One Hundred and Sixty Six Dollars and Twelve Cents (\$1,166.12) Banneker Community Center; and for repairs at an hourly rate of Two Hundred and Ninety-Five Dollars (\$295.00) plus materials for One (1) Tech; hourly rate of Four Hundred and Twenty-Five Dollars (\$425.00) for a Team. Consultant shall provide the Services for a set price per hour Monday –Friday 7:30am to 4:00pm and all other times for an afterhours hourly rate of Four Hundred and Forty-Two Dollars (\$442.00) for One (1) Tech; afterhours hourly rate of Six Hundred and Thirty-Seven and Fifty Cents (\$637.50) for Team, plus supplies and mileage.

Parks Department would give Consultant at least two (2) working days' notice on repair. Mileage is billed at Sixty-Five Cents (\$.65) per mile. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the following individuals as the Department's Project Manager:

Daren Eads for TLRC and Erik Pearson for Banneker Community Center.

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; Erik Pearson for Banneker Community 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 \$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.

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

Article 20. Compliance with Laws In performing the Services under this Agreement, 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 – TLRC, Erik Pearson – Banneker Community Center, 401 N. Morton, Bloomington, IN 47402. **Consultant:** Oracle Elevator, 5534 West Raymond Street, Indianapolis, IN 46421 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

Oracle Elevator

Name 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 _____, 2019.

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 _____, 2019.

Oracle Elevator

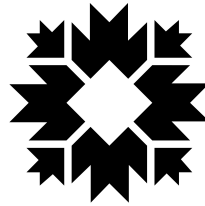
By: _____

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 _____, 2019.

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-7
Date: 11/14/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: November 6, 2019
SUBJECT: REVIEW/APPROVAL OF NINE (9) SERVICE AGREEMENTS WITH MULTIPLE VENDORS

Recommendation

Staff recommends the review/approval of nine (9) Service Agreements with for the Operations and Sports Divisions. The service agreements are with the following vendors:

1. Big Dipper Building Services, LLC (Overhead Door) – general repairs/adjustments and/or replacements to overhead door components
2. Bruce's Welding – general fabrication and welding repairs
3. Cassady Electrical Contractors Inc. – general repairs/adjustments and/or replacement of lighting and electrical components
4. Harrell Fish, Inc – general repairs/adjustments to HVAC systems
5. Indiana Door & Hardware Specialties, Inc. – general repairs/adjustments and/or replacement of door and window systems
6. J & S Locksmith Shop, Inc. – general repairs/adjustments to door locks and key cores
7. Christman Enterprises, LLC (Roto Rooter) – snaking and cleaning of drains
8. Professional Contracting, LLC – general repairs/adjustments to roof, gutter, soffit or metal siding work
9. Woods Electrical Contractors, Inc - general repairs/adjustments and/or replacement of lighting and electrical components

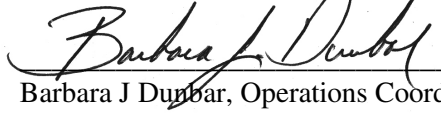
These services will be provided to the City on an as-needed basis and will be funded through multiple 300 Service Lines from the Operations Division GF and multiple 300 Service Lines from the Sports Division GF and NR budgets.

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,



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 _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Big Dipper Building Services, LLC (Overhead Door) ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace overhead/garage doors at City park properties and facilities. Provision of services will be charged 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.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 Five Hundred Dollars (\$1,500.00) for services and Eight hundred Dollars (\$800) for materials and supplies. 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.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor: Big Dipper Building Services, LLC (Overhead Door).** 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

BIG DIPPER BUILDING SERVICES LLC (Overhead Door)

Philippa M. Guthrie, Corporation Counsel

Matt Whitney, General Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, 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 Manager 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 _____, 20____.

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 _____, 20____.

Big Dipper Building Services LLC (Overhead Door)

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 ____ day of _____, 2019, 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 will be at an hourly rate of Fifty Dollars (\$50) when equipment is brought to Contractor's shop and an hourly rate of One Hundred Dollars (\$100) when the contractor 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 December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 Eight Hundred Dollars (\$800.00) for services. 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.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Bruce's Welding. 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

Date

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, 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 _____, 20__.

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 _____, 20____.

Bruce's Welding

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

Printed Name of Notary Public County of Residence: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CASSADY ELECTRICAL CONTRACTORS, INC**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Cassady Electrical Contractor's, Inc. ("Contractor").

Article 1. Scope of Services Consultant 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 and 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 Consultant 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.

Consultant may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. Consultant 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 December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 Nine Hundred Ninety-nine Dollars (\$4,999.00) for services and supplies. 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.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor: Cassady Electrical Contractor's Inc.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

CASSADY ELECTRICAL CONTRACTORS, INC

Philippa M. Guthrie, Corporation Counsel

Mae Cassady, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, 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 Contractors, 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 _____, 20____.

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 _____, 20____.

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 _____, 20____.

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Harrell Fish, Inc. (H.F.I.) ("Contractor").

Article 1. Scope of Services Contractor will provide services at an hourly rate of \$80, 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 3:30pm and all other times for an afterhours hourly rate of \$95, plus any additional cost for parts and materials. Contractor will inspect back flow prevention devices at a rate of \$110 per device. 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 \$95. Holiday Call-out/Double Time hourly rate will be \$116.

Types of HVAC 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 December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar as the Department's Project Manager- Operations and John Turnbull - Sports. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred and Ninety-nine Dollars (\$4,999.00) for services. 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.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor: Harrell fish, Inc. (HFI).** 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

Date

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, 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 _____, 20____.

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 _____, 20____.

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

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 _____, 2019, 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 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 rate of Ninety Dollars (\$90.00) with a minimum of (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 on 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, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar as the Department's Project Manager – Operations, Daren Eads – TLRC, Chris Lamb – Frank Southern Ice Arena, Aaron Craig – Cascades Golf Course and John Turnbull - Aquatics. 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) for services. 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.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor: Indiana Door & Hardware Specialties, Inc.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

INDIANA DOOR & HARDWARE SPECIALTIES, INC

Philippa M. Guthrie, Corporation Counsel

Paul A. Baker, Secretary

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, 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 Secretary of Indiana Door & Hardware Specialties, 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 _____, 20____.

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 _____, 20____.

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 _____, 20____.

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 _____, 2019, 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. 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/hr. (\$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 December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 Six Hundred Dollars (\$600) for services. 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.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor:** J & S Locksmith Shop, Inc. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

J & S LOCKSMITH SHOP, INC

Philippa M. Guthrie, Corporation Counsel

Scott Roberts, Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, 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 _____, 20____.

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 _____, 20____.

J & S Locksmith Shop, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

Printed Name of Notary Public County of Residence: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CHRISTMAN ENTERPRISES, LLC (ROTO ROOTER)**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Christman Enterprises, LLC (Roto Rooter) ("Contractor").

Article 1. Scope of Services Contractor will provide services for snaking of drains at Two Hundred Forty-five Dollars (4245) and jet cleaning of drains at Four Hundred Fifty Dollars (\$450).

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar as the Department's Project Manager- Operations and John Turnbull - Sports. 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 (\$4,000.00) for services. 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.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor: Christman Enterprises, LLC (Roto Rooter).** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

CHRISTMAN ENTERPRISES, LLC (ROTO ROOTER)

Philippa M. Guthrie, Corporation Counsel

Debbie Farmer, Commercial Accounts Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 _____, 20____.

Christman Enterprises, LLC (Roto Rooter)

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

Printed Name of Notary Public County of Residence: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
PROFESSIONAL CONTRACTING, LLC (Steve's Roofing)**

This Agreement, entered into on this ____ day of _____, 2019, 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. Provision of services will be at an hourly rate of Ninety-eight Dollars (\$98) 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 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 (\$234) 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 December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 Two Thousand Five Hundred Dollars (\$2,500.00) for services. 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.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor: Big Dipper Building Services, LLC (Overhead Door).** 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

PROFESIONAL CONTRACTING, LLC (Steve's Roofing)

Philippa M. Guthrie, Corporation Counsel

George Schermer, President

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 _____, 20____.

Professional Contracting, LLC (Steve's Roffing)

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

Printed Name of Notary Public County of Residence: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
WOODS ELECTRICAL CONTRACTORS, INC**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Woods Electrical Contractor's, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide electrical service work at an hourly rate of Sixty-five Dollars (\$65) plus materials. Contractor will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours 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 contactors. Contractor may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. When required, contractor will charge the Parks Department a Bucket Truck Fee of Fifty Dollars (\$50) 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 December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar as the Department's Project Manager – Operations, Daren Eads – TLRC, Chris Lamb – Frank Southern Ice Arena, Aaron Craig – Cascades Golf Course and John Turnbull - Aquatics. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Thousand Dollars (\$8,000) for services. 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.

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

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

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Wood's Electrical Contractors Inc. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

WOODS ELECTRICAL CONTRACTORS, INC

Philippa M. Guthrie, Corporation Counsel

Roger Woods, President

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, 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 Contractors, 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 _____, 20____.

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 _____, 20____.

Woods Electrical Contractors, Inc.

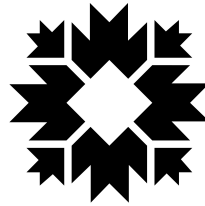
By: _____

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 _____, 20____.

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-8
Date: 11/14/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: November 6, 2019
SUBJECT: REVIEW/APPROVAL OF TWO (2) SERVICE AGREEMENTS WITH THE STABLES EVENTS (Izzy's Rental)

Recommendation

Staff recommends the review/approval of two (2) Service Agreements with The Stables Events, (Izzy's Rental) for the Operations Division. These two agreements will serve the following:

Rental & Service at Two Locations: Ferguson Dog Park Upper Cascades Skate Park

At these two locations, the vendor will provide rental, cleaning and pumping services at weekly rates. Funding for this service will be from the Operations GF – 200-18-189000-53920 and will not exceed \$3,000.

Service Only at Eight Locations:

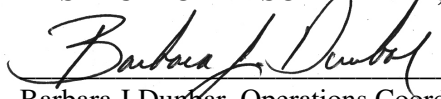
1) Winslow Woods Park	5) Upper Cascades Lions Den
2) Wapehani MBP	6) CC Trail – Tapp Rd Trailhead
3) Griffy Lake Boathouse	7) CC Trail – That Rd Trailhead
4) Bryan Park	8) CC Trail – Church Ln Trailhead

At these eight locations, the vendor will provide cleaning and pumping services at weekly rates. Funding for this service will be from the Operations GF – 200-18-189000-53920 and will not exceed \$10,000.

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,



Barbara J Dunbar, Operations Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
THE STABLES EVENTS, LLC (IZZY'S RENTAL – Rental & Service)**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and The Stables Events, LLC (Izzy's Rental) ("Contractor").

Article 1. Scope of Services Contractor shall provide rental/cleaning/pumping services of portable toilets at two locations for Bloomington Parks and Recreation Department ("Services"). Rental/cleaning/pumping services of toilets are priced as follows: Ferguson Dog Park location, January through December for a cost of Twenty Six Dollars and Twenty-five Cents (\$26.25) per week, to include rental/cleaning/pumping services once per week and Upper Cascades Skate Park, January through December 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, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Operations Coordinator. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Three Thousand Dollars (\$3,000.00) for services. 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.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor: The Stables Events, LLC (Izzy's Rental).** 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

THE STABLES EVENTS, LLC (Izzy's Rental)

Philippa M. Guthrie, Corporation Counsel

Kevin Kerr, Co-owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 _____, 20____.

The Stables Events, LLC (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 _____, 20____.

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

Printed Name of Notary Public County of Residence: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
THE STABLES EVENTS, LLC (IZZY'S RENTAL – Service Only)**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and The Stables Events, LLC (Izzy's Rental) ("Contractor").

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

Winslow Woods Park location, April through September for a cost of Forty Dollars (\$40) per week two times per week and October through March once per week at a cost of Twenty Dollars (\$20) per week. Upper Cascades Park, (Lions Den), Clear Creek Trail, (Tapp Rd., That Rd. and Church Lane Trailheads), and Bryan Park locations May through September for a cost of Forty Dollars (\$40) per week two times per week and October through March once per week at a cost of Twenty Dollars (\$20) per week. Wapehani MBP location December through February for a cost of Twenty Dollars (\$20) per month once a month and March through November for a cost of Twenty Dollars (\$20) per week once per week. Griffy Lake location April & May and September and October for a cost of Twenty Dollars (\$40) per month two times per month and June through August Twenty Dollars (\$20) per week 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, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Operations Coordinator. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for services. 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.

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

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.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor:** The Stables Events, LLC (Izzy's Rental). 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

THE STABLES EVENTS, LLC (Izzy's Rental)

Philippa M. Guthrie, Corporation Counsel

Kevin Kerr, Co-owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

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 _____, 20____.

The Stables Events, LLC (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 _____, 20____.

Notary Public's Signature My Commission Expires: _____ Commission #: 685308

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-9 Date: 11/14/2019

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Amy Shrake
DATE: November 19, 2019
SUBJECT: APPROVAL OF CONTRACT TO REPLACE FLOORING AT THE ALLISON-JUKEBOX

Recommendation

Staff recommends approval of a mid-service agreement to replace 3 areas of VCT flooring at the Allison-Jukebox. The total cost is \$6863. Funding will come from the non-reverting Allison-Jukebox account 201-18-184500-3990 (\$4500) and the non-reverting Kid City account 201-18-184501-53990 (\$2363).

Background

It has been many years (over 10) since the VCT flooring in areas of the Allison-Jukebox has been replaced. The update in flooring is a step in the ongoing process of maintaining and aging facility and keeping it attractive to prospective renters.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Amy Shrake", is written over a horizontal line.

Amy Shrake, Recreation Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
WYLIES FLOOR COVERING INC
FOR
AJB TILE FLOOR REPLACEMENT**

This Agreement, entered into on this ____ day of _____, 201____, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Wylie’s Floor Covering (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to have flooring replaced at the Allison-Jukebox Community Center; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform floor replacement (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 27, 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 Amy Shrake as the Department’s Project Manager.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work,

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Six Thousand Eight hundred Sixty-three dollars (\$6,863.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Amy Shrake
shrakea@bloomington.in.gov
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington		Wylies Floor Covering Inc
Attn: Amy Shrake		Gene Luidhardt
401 N. Morton, Suite 250		1130 S. Walnut Street
Bloomington, Indiana 47402		Bloomington, IN 47401

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

WYLIES FLOOR COVERING

Philippa M. Guthrie, Corporation Counsel

Gene Luidhardt

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Large Multiuse Room with existing VCT:

Remove existing VCT and 1/4" subfloor and dispose of offsite, remove/replace existing quarter round, level/prep area by exit door to smooth surface, install new 1/4" subfloor and new VCT

Office room with existing VCT:

Remove existing VCT and 1/4" subfloor and dispose of offsite, install new 1/4" subfloor and new VCT, install new cove base

Utility room with existing VCT:

Remove existing VCT and 1/4" subfloor and dispose of offsite, install new 1/4" subfloor and new VCT, install new cove base

EXHIBIT B

“Project Schedule”

November pick tile color

December Remove existing flooring and replace with new VCT

Work to be completed by December 27, 2019

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Contractor

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON PARKS AND REC DEPARTMENT

QUOTE TABULATION

Date: 9/4/19

Parks Division: Recreation

Requested By: Amy Shrake

QTY.	SIZE	ITEM DESCRIPTION	Wylie	Bounds	Moriarity				
3		Areas of VCT replacement	\$6,863.00	\$8,015.00	\$10,425.00				
		TOTAL	\$6,863.00	\$8,015.00	\$10,425.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes or Comments:



STAFF REPORT

Agenda Item: C-10
Date: 11/14/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Jania, Natural Resources Coordinator
DATE: November 19, 2019
SUBJECT: **CONTRACT FOR GRIFFY LAKE LOOP TRAIL CONSTRUCTION DOCUMENTS**

Recommendation

Staff recommends approval of this service agreement with Mader Design LLC. Funding for this contract is funded by the Bicentennial Bonds - GL 980-18-18011b for an amount not to exceed \$89,764

Background

Mader Design is creating a site plan to guide the construction of a loop trail around the western portion of Griffy Lake. The goals include adding miles to the trail system, stabilizing the trail to minimize user impact, allowing for easier navigation on the trail system, and increasing connectivity.

This contract with Mader Design will provide the construction documents needed to put the project out to bid.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Rebecca Jania". The signature is fluid and cursive, with the first name "Rebecca" written in a series of connected loops and the last name "Jania" written more clearly at the end.

Rebecca Jania, Natural Resources Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
REDEVELOPMENT COMMISSION
AND
MADER DESIGN LLC
FOR
GRIFFY LAKE LOOP TRAIL**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), the Redevelopment Commission (“Commission”) (Collectively as “City”) and Mader Design LLC (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to increase public access and provide a connected loop trail around Griffy Lake; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform design and planning services for Griffy Lake Loop Trail (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Rebecca Jania as the Department’s Project Manager. 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 eighty nine thousand seven hundred sixty four dollars (\$89,764). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Rebecca Jania
(812) 349-3759
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be

performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

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

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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.

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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.

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

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

Department:

Contractor:

City of Bloomington	Mader Design LLC
Attn: Rebecca Jania	Attn: Jeff Mader
401 N. Morton, Suite 250	302 Main St.
Bloomington, Indiana 47402	Beech Grove, Indiana 46107

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

Article 25. Intent to be Bound

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

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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.

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

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

CITY OF BLOOMINGTON

MADER DESIGN LLC.

Philippa M. Guthrie, Corporation Counsel

Jeff Mader, President/Landscape Architect

Paula McDevitt, Director

Leslie J. Coyne, President,
Board of Park Commissioners

REDEVELOPMENT COMMISSION

Donald Griffin, President

Mary Alice Rickert, Secretary

EXHIBIT A

“Scope of Work”

The Services shall include the following:

- A. Design Services for North South trail connections from Overlook/Fishing Pier.
- B. Staircase repair/replacement and trail connection at the Spillway.
- C. Trail connector on from the dam to the south loop on the south side of Dam.
- D. Design Services for typical Construction Details to accommodate trail improvements throughout the Loop Trail.
- E. Topographic survey work.

EXHIBIT B

“Project Schedule”

The schedule is anticipated to be:

<u>Design Start</u>	<u>December 1, 2019</u>
<u>Complete Construction Documents</u>	<u>July 2020</u>
<u>Bidding</u>	<u>August 2020</u>
<u>Park Board & Redevelopment Commission Approvals</u>	<u>September/October 2020</u>
<u>Notice to Proceed</u>	<u>November 1, 2020</u>
<u>Construction Complete</u>	<u>April/May 2021</u>
<u>Contract Expire</u>	<u>December 2021</u>

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

MADER DESIGN LLC.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____