

**CITY OF BLOOMINGTON**  
Parks and Recreation

**AGENDA**

City of Bloomington Board of Park Commissioners  
Regular Meeting: Tuesday, February 25, 2020 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 January 28, 2020
- A-2. Approval of Claims Submitted January 28, 2020 – February 24, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Declaration of Surplus - None

**B. PUBLIC HEARINGS/APPEARANCES**

- B-1. Public Comment Period -
- B-2. Bravo Award -
- B-3. Parks Partner Award -
- B-4. Staff Introductions -

**C OTHER BUSINESS**

- C-1. Review/Approval of partnership amendment with Buskirk Chumley Theater Management(Paula McDevitt)
- C-2. Review/Approval of partnership agreement with IU Health Bloomington (Jess Klein)
- C-3. Review/Approval of contract with Monster Digital Marketing for TLRC (Julie Ramey)
- C-4. Review/Approval of contract with Monroe Convention Center (Ashley Spurgeon)
- C-5. Review/Approval of contract template for A Fair of the Arts (Crystal Ritter)
- C-6. Review/Approval of partnership agreement Sassafras Audubon Society Bird Fest (Steve Cotter)
- C-7. Review/Approval of contract with Pursell Monument (Barb Dunbar)
- C-8. Review/Approval of Alcohol Permit for Community Events at Switchyard Park (Leslie Brinson)
- C-9. Review/Approval of services agreements in Sports Division (John Turnbull)
- C-10. Review/Approval of contract with Fox Construction for TLRC front counter project (Megan Stark)
- C-11. Review/Approval of partnership agreement with Bloomington Soccer (Dee Tuttle)
- C-12. Review/Approval of partnership agreement MC tennis (Dee Tuttle)
- C-13. Review/Approval of contract with Eco Logic invasive plant removal (Joanna Sparks)
- C-14. Review of proposed fee options for 2020 Food & Beverage Artisan contracts (Becky Higgins)
- C-15. Review/Approval of update to Administrative Policy 2050 (Paula McDevitt)
- C-16. Review/Approval and Authorization of Bloomington Community Farmers' Market Rules of Behavior (Marcia Veldman)

**D. REPORTS**

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

**ADJOURNMENT**



A-1  
**02-25-2020**

Board of Park Commissioners  
Regular Meeting  
Minutes

Tuesday, January 28, 2020  
4:00 p.m. – 5:30 p.m.

Council Chambers  
401 N. Morton St.

**CALL TO ORDER**

The meeting was called to order by Les Coyne at 4:06 p.m.

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

**Staff Present:** Paula McDevitt, Dave Williams, John Turnbull, Becky Higgins, Julie Ramey, Erin Hatch, Leslie Brinson, Mark Marotz, Mark Sterner, Kim Clapp, Joanna Sparks, Jess Klein, Crystal Ritter, Sarah Mullin, Scott Pedersen, Rebecca Jania, and Sarah Owen,

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of December 5, 2019, December 10, 2019 and January 9, 2020 meetings
- A-2. Approval of Claims Submitted December 10, 2019 through January 27, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

*Kathleen Mills* made a motion to approve the consent calendar. Les Coyne seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

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

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

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

**B-3. Bravo Award – Eunice Pak & Seojin Kwon**

*Sarah Owen, Community Relations Coordinator* the Department would like to recognize Eunice Pak, and Seojin Kwon with the January Bravo Award. Eunice and Seojin began volunteering in 2018 at the annual Skate and Scare Event. Since then, they have each contributed more than 40 volunteer hours, at a variety of events. Eunice and Seojin are both students at Bloomington High School, and have devoted many afternoons and weekends to park events. The Department is grateful to Eunice and Seojin for their time and efforts, the Department is proud to recognize them with this month's Bravo award.

The Board thanked Eunice Pak and Seojin Kwon for their service

**B-4. Parks Partner Award – None**

### **B-5. Staff Introduction –**

Erin Hatch approached the podium. Erin recently accepted the position of Urban Forester with the City of Bloomington. Erin holds a Bachelor of Science in Ecology and Evolutionary Biology, a Masters of Public Affairs, and a Master of Environmental Science: Water Resources, Ecology and Conservation. Erin's employment experience includes time with the Friends of the Urban Forest in San Francisco: serving as the Replacement and Community Planting Manger.

Sonja Pope approached the podium. Sonja will be working as an intern in Health and Wellness, and Community Events. Sonja is currently a candidate for a Master of Public Health degree specializing in Parks and Recreation at Indiana University, graduating in July 2020. Sonja believes this internship will allow her to gain an in-depth perspective on how a successful parks and recreation department operates, and enhances the health of its local community. Sonja is thankful for the opportunity to be part of the team, and is committed to the department's efforts in making Bloomington a better place to live, work and grow.

### **B-6 Staff Recognition – None**

## **C.OTHER BUSINESS**

### **C-1 Election of officers**

Les Coyne nominated Kathleen Mills as President of the Board of Park Commissioners. Israel Herrera seconded the nomination. The nomination was unanimously carried.

Les Coyne was nominated Les Coyne as Vice President of the Board of Park Commissioners. Israel Herrera seconded the nomination. The nomination was unanimously carried.

Les Coyne nominated Kim Clapp as the Secretary to the Board of Park Commissioners. Israel Herrera seconded the nomination. The nomination was unanimously carried.

### **C-2 Review/Approval of Resolution 20-01 to Appropriate the Parks Non-Reverting Fund**

Paula McDevitt, Director, the Department recommends the approval of Resolution 20-01, funds will be made available for appropriation in the Parks Non-Reverting Operating funds as result of fees, charges, donations and grants monies collected. This if for Fiscal Year January 1, 2020 to December 31, 2020 in the amount of \$2,248,265 and will be used for program budgets.

*Les Coyne* made a motion to approve the Resolution 20-01 to appropriate the Parks Non-Reverting Fund. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried.

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

Becky Higgins, Division Director of Recreation the revenues from the Food and Beverage Artisans 10% fee of gross sales, were designed to help meet the Farmers' Market cost recovery rate of 100%, which was previously set by the Board of Park Commissioners. The Food and Beverage Artisans requested fees be lowered in order to be more equitable with farm vendor fees. The Farmers' Market Advisory Council recommend the Food and Beverage Artisan fees be lowered to 5% gross sales. Due to these discussions, at the December 10, 2019 meeting the Park Board tabled approval of the 2020 fees for Food and Beverage Artisans for further discussions, and budget review. Staff reviewed information from the 2016 - 2019 Farmers' Market budgets and determined if both direct and indirect costs were used, cost recovery rates for each year were lower than the 100% goal. The projected 2020 Farmers' Market budget will operate at a deficit of \$38,156, with a recovery rate of 76%. Staff recommends approval of the 10% gross sales fee for Food and Beverage Artisans for the 2020 Market. In preparation for 2021 Farmers' Market season, staff will review both farm vendor and Food & Beverage Artisan fees in the effort to make these fees more equitable. Staff will continue to review cost yearly. Staff request the Board of Park Commissioners review and evaluate the current cost recovery rate of 100% for future market seasons.

The Board received comments from citizens, who voiced concerns on the 2020 Food and Beverage Artisan fees of 10%.

Les Coyne commented, he supports the 2020 Food and Beverage Artisans fees as presented. For the market's long range success, we need to take next year to review the entire fee structure of the market and develop an outcome on how to respond to all market issues.

Israel Herrera commented, this is a very important issue, and he requires additional time before making a decision.

Kathleen Mills commented, the 2020 Food and Beverage Artisans fee needs additional consideration. The fee issue has been raised for some time, and a solution has still not been reached.

Les Coyne made a motion to approve the Food and Beverage Artisan 2020 Fee. Les Coyne voted yes. Kathleen Mills voted no. Israel Herrera abstained. Motion was not carried.

#### **C-4 Review/Approval of grant partnership agreement with Area 10 Agency on Aging**

Becky Higgins, Division Director of Recreation the Department wishes to continue the partnership with Area 10 Agency on Aging. This agreement is to outline a program to provide recreations services for senior citizens at the Endwright East Active Living Community Center. The goal of Endwright East is to provide supportive community space for older adults with quality programming and social engagement. Staff recommends approval of this partnership. Funding for operations will be provided through Parks Administration Non-Reverting budget, in the amount of \$20,000.

Les Coyne made a motion to approve the partnership with Area 10 Agency on Aging. Kathleen Mills seconded the motion. Kathleen Mills any public comments or questions, seeing none. Motion was unanimously carried.

#### **C-5 Review/Approval of partnership agreement with Monroe County Health Department**

Jess Klein, Health and Wellness Coordinator the Department wishes of provide safe recreational spaces in the community. The Department and Monroe County Health Department wish to enter into a pilot program for the safe disposal of syringes in public park spaces. The purpose of this agreement is to outline a program partnership, which will include the installation of sharps containers at Seminary Park, Butler Park, and Building Trades Park, along with relevant logistics and joint public relations strategy for sharing the program. Staff recommends approval of this partnership

Les Coyne made a motion to approve the partnership with Monroe County Health Department. Kathleen Mills seconded the motion. Kathleen Mills any public comments or questions, seeing none. Motion was unanimously carried

#### **C-6 Review/Approval of historical marker placement in Peoples Park**

Paula McDevitt, Director the Indiana Historical Bureau (IHB) has approved the Greater Bloomington Chamber of Commerce application for placement of the Black Market historical marker. The Chamber has requested the marker be installed at Peoples Park, to acknowledge the significance of the location where Clarence “Rollo” Turner opened the Black Market in 1968. The entire store was destroyed by firebomb on December 26<sup>th</sup>, 1968, by Ku Klux Klan members. Staff recommends approval of the placement of this historical marker. Paula McDevitt invited Erin Predmore, President and CEO of Greater Bloomington Chamber of Commerce to the podium.

Erin Predmore approached the podium. The Greater Bloomington Chamber is excited to acknowledge one of our black owned businesses in the community, and to give voice to those who were there early on. We have been working all year trying to expand our connection with the black business community, and this is one of the projects that came out of it that we are excited to support.

Les Coyne made a motion to approve the historical marker placement in Peoples Park. Kathleen Mills seconded the motion. Kathleen Mills any public comments or questions, seeing none. Motion was unanimously carried

#### **C-7 Review/Approval of contract addendum with Buskirk Chumley Theater Management**

Paula McDevitt, Director on December 11, 2018 the Department entered into a partnership with BCT Management Inc., to manage the 2019 Buskirk-Chumley Theater season. In the original agreement, the duration of agreement was January 1, 2019 through December 31, 2019. Due to schedules and 2019 events, the 2020 partnership agreement is currently under negotiations. The Department wishes to extend the original contract through March 1, 2020. Both parties mutually agree to the change. Staff recommends approval of this addendum. Paula McDevitt invited Rebecca Stanze, Interim Director.

Rebecca Stanze approached the podium. Rebecca thanked the Park Board for the partnership between the organizations. The theater had a busy year last year of 246 days of use. The 246 didn't include all the community type of events that are not counted as official events, which brings an amazing diversity of programing to the theater, and downtown Bloomington. The beginning of the year is a great time to reflect on what was accomplished through the partnership.

*Les Coyne* made a motion to approve the addendum with Buskirk Chumley Threater Management. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried.

**C-8 Review/Approval of service agreement with JB Salvage for green waste services**

*Joanna Sparks, City Landscaper* the Department wishes to dispose of green waste at a local composting facility. The Department requires the services of a qualified vendor to provide a 30 cubic yard dumpster for collection and to dispose of the green waste on an “as needed” basis. The dumpster will be located at the Operations Center on Adams Street. Staff recommends the approval of this service agreement with JB Salvage, all fees and expenses are not to exceed \$2,500, funds will be from Landscaping General Fund.

*Les Coyne* made a motion to approve the service agreement with JB Salvage. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried

**C-9 Review/Approval of contract with Value Fence Company**

*Dave William, Division Operations Director* the Department wishes to establish the boundaries of Building and Trades Parks. The Department requires the services of a professional consultant to remove split rail fencing and replace with chain link fencing along Howe Street, and install chain link fence from the northeast corner of the park to the southeast corner of the park. Staff recommends approval of this contract with Value Fence Company in an amount not to exceed \$8,215. Funding for this project is from TIF fund 439-15-159002-53990.

*Les Coyne* made a motion to approve the contract with Value Fence Company. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried

**C-10 Review/Approval of contract with Lambert Consulting**

*Julie Ramey, Community Relations Manager* the Department wishes to continue to promote the Cascades Golf Course through social media marketing. The Department requires the services of a professional consultant in order to perform comprehensive management of the Cascades Golf Course Facebook page. Consultant will provide monthly reports with page analytics, and will coordinate page content with Cascades Golf Course and Community Relations staff. Staff recommends approval of this service agreement with Lambert Consulting, in an amount not to exceed \$3,600. Funding for the contract will come from Community Relations General Fund.

*Les Coyne* made a motion to approve the contract with Lambert Consulting. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried

**C-11 Review/Approval of contract addendum with Scenic Construction for RCA Trail Rehab**

*Dave Williams, Division Director Operations* April 4, 2019 the Department entered into an agreement with Scenic Construction Services, Inc. to provide construction services at the RCA Community Park, including demolition of existing trail and board walks, tree removal, construction of new trails and boardwalks, and related site improvements. In the original agreement, all work was to be completed by December 27, 2019. Due to scheduling issues, the Department wishes to amend the agreement to continue until October 31, 2020. Both parties mutually agree to the change. Staff recommends approval of this addendum.

*Les Coyne* made a motion to approve the addendum with Scenic Construction for REA Trail Rehab. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried

**C-12 Review/Approval of contract addendum with Mader Design for RCA Park Trail Rehab**

*Dave Williams, Division Director Operations* on April 24, 2018 the Department and Mader Design entered into an agreement for design services at RCA Park for reconstruction of the south loop trail, and rehabilitation of north loop trail. In the original agreement, all work was to be completed by December 31, 2019. Due to scheduling issues, the Department wishes to amend the agreement to continue until October 31, 2020. Both parties mutually agree to the change. Staff recommends approval of this addendum.

*Les Coyne* made a motion to approve the addendum with Mader Design for RCA Trail Rehab. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried

### **C-13 Review/Approval of the 2020 Performing Arts Series performance agreement**

Crystal Ritter, Community Relations Coordinator the Department wishes provide the community with free concerts in the parks through the Performing Arts Series. Staff recommends the approval of the template agreement for the 2020 Performing Arts Series Performance Artist Agreement. This agreement outlines the policies and expectations of the performing artists as well as that of the Parks and Recreation Department. To encompass a variety of art and entertainment forms, the agreement has been reworded, and the name of agreement changed to "Performance and Entertainment Agreement".

*Les Coyne* made a motion to approve the 2020 Performance and Entertainment Agreement. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried

### **C-14 Review/Approval of partnership agreement with Hilltop Garden**

Sarah Mullin, Community Gardens Specialist the Department wishes to continue the partnership with Hilltop Garden at Indiana University. The purpose of this Agreement is to outline a program partnership to provide and promote garden programs, and classes for the general public, and to expand gardening class offerings to incorporate more hands-on experience to the community. Staff recommends the approval of the 2020 Partnership.

*Les Coyne* made a motion to approve the partnership agreement with Hilltop Garden at Indiana University. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried

### **C-15 Review/Approval of contract agreement for Community Garden program**

Sarah Mullin, Community Gardens Specialist the Community Garden Agreement outlines the responsibilities of any person renting one of the 241 community garden plots in 2020. The following changes have been made: closing 14 additional plots at Willie Streeter garden for remediation due to aggressive spreading of invasive weeds. Extended the season extension area of the Willier Streeter garden. Adjustments were made to the maintenance request deadlines to more effectively address garden maintenance issues. Staff recommends approval of the 2020 Community Garden Agreement template.

*Les Coyne* made a motion to approve the 2020 Community Garden Agreement. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried

### **C-16 Review/Approval of FBA and Food Truck contract template**

Leslie Brinson, Community Events Manager item C-16 was removed from the agenda.

### **C-17 Review/Approval of Farmers' Market Advisory Council bylaw updates**

Leslie Brinson, Community Events Manager staff recommends approval of the following updates to the Farmers' Market Advisory Council Policy: addition of two members representing the Food and Beverage Artisans. Extend the current Farmer's Market Advisory Council terms by one month, allowing a start date of April for all new members. Update to the language regarding the appeal process to the Advisory Council as well as the Park Board. This policy was last updated in April 2012.

*Les Coyne* made a motion to approve the updates to the Farmers' Market Advisory Council. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried

### **C-18 Review/Approval of USA Softball purchase**

Scott Pedersen, Sports Coordinator staff recommends the approval of the annual purchase of softballs through USA Softball of Indiana (formerly Indiana ASA) based upon the quoted quantities and prices. The 2020 quote for 285 dozen softballs came in at \$12,915. Due to manufacturing issues, we recommend replacing the 11" Composite ball with the 11" Synthetic version. Purchasing softball through the USA Softball of Indiana purchasing agreement with Worth/Rawlings will provide a substantial savings of purchasing through retailers.

*Les Coyne* made a motion to approve the purchase of the 2020 softball purchase. *Salvage*. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried

### **C-19 Review/Approval of appointments to the Environmental Resources Advisory Council**

Rebecca Jania, Natural Resource Coordinator staff recommends reappointment of Jeff Ehman, Angie Shelton, Denise Gardiner, and Bill Jones to the Environmental resources Advisory Council (ERAC). The council is made up of 9 members and one ex-officio member, and acts as an advisory board for the department in all policy matters pertaining to operations of city natural areas/and or facilities. The Common Council has appointed Sue Sgambelluri as the new Council Liaison.

*Les Coyne* made a motion to approve the reappointments to the Environmental Resources Advisory Council. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried.

### **C-20 Review/Approval of contract with Milestone Contractors L.P**

John Turnbull, Division Director Sports due to the condition of the asphalt from mineral deposits, the Department wishes to overlay pave the parking lot at Twin Lakes Softball. The Department requires the services of a professional consultant to clean and prepare, tack coat, pavement overlay, mark parking, and create a swale to try to mitigate the water runoff. Staff recommends approval of the contract with Milestone Contractors L.P. in an amount not to exceed \$77,900. Funding for the project is from General Obligation Bond 977-18-18016E-54510.

*Les Coyne* made a motion to approve the contract for Milestone Contractors L.P. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried

### **C-21 Review/Approval of service agreement with Gilles Sales & Service**

Mark Sterner, General Manager Twin Lakes Recreation Center the Department wishes to keep fitness equipment in good working condition. The Department require the services of a professional contractor to provide preventative maintenance and repairs to the fitness and cardio equipment at the Twin Lakes recreation Center. Staff recommends approval of this contract in an amount not to exceed \$5,000. Funding will be from Twin Lake Recreation Center Non-Reverting fund.

*Les Coyne* made a motion to approve the service agreement with Gilles Home Sales & Service. *Kathleen Mills* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion was unanimously carried.

Paula McDevitt, welcomed new Board Member, Israel Herrera. The next Board of Park Commissioners meeting will be held Tuesday, February 25, 2020.

### **D REPORTS**

D-1 Operations – No Report

D-2. Recreation Division – No Report

D-3 Operations Division – No Report

D-4 Administration – No Report

### **ADJOURNMENT**

Meeting adjourned at 5:56 p.m.

Respectfully Submitted,



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Kim Clapp

Secretary Board of Park Commissioners

**REGISTER OF CLAIMS**  
**Board: Parks & Recreation**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/7/2020	Claims				142,598.36
					<u>142,598.36</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 \$ 142,598.36

125

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 01/27/20 - 02/07/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	430294600001	18- paper	Paid by EFT # 33647		01/28/2020	01/28/2020	02/07/2020		02/07/2020	8.20
5099 - Office Three Sixty, INC	1536692	18- white board, markers, paper, misc.	Paid by EFT # 33648		01/28/2020	01/28/2020	02/07/2020		02/07/2020	239.60
5099 - Office Three Sixty, INC	1536708	18-Markers	Paid by EFT # 33648		01/28/2020	01/28/2020	02/07/2020		02/07/2020	13.17
Account 52110 - Office Supplies Totals									Invoice Transactions 3	\$260.97
Account 53210 - Telephone										
1079 - AT&T	8123493700012	18-Landlines January Charges	Paid by Check # 71151		01/27/2020	01/27/2020	01/27/2020		01/29/2020	2,064.84
13969 - AT&T Mobility II, LLC	9748920X01192020	18- AT&T January Cell Charges	Paid by Check # 71157		01/27/2020	01/27/2020	01/27/2020		01/29/2020	31.24
Account 53210 - Telephone Totals									Invoice Transactions 2	\$2,096.08
Program 181000 - Administration Totals									Invoice Transactions 5	\$2,357.05
Program 181100 - Marketing										
Account 52420 - Other Supplies										
5099 - Office Three Sixty, INC	1536709	18-ink cartridges	Paid by EFT # 33648		01/28/2020	01/28/2020	02/07/2020		02/07/2020	345.47
11693 - The Award Center, INC	59543	18-2019 BYB Slam Dunk sponsor plaques	Paid by EFT # 33681		01/28/2020	01/28/2020	02/07/2020		02/07/2020	196.00
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$541.47
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X01192020	18- AT&T January Cell Charges	Paid by Check # 71157		01/27/2020	01/27/2020	01/27/2020		01/29/2020	41.64
Account 53210 - Telephone Totals									Invoice Transactions 1	\$41.64
Account 53310 - Printing										
53125 - Mr. Copy, INC	34355	18-2018 Annual Report copies	Paid by EFT # 33640		01/28/2020	01/28/2020	02/07/2020		02/07/2020	68.76
Account 53310 - Printing Totals									Invoice Transactions 1	\$68.76
Account 53320 - Advertising										
905 - Convention And Visitors Bureau Of Monroe County	4351	18-Switchyard Park ad in 2020 Visitors Guide	Paid by EFT # 33557		01/28/2020	01/28/2020	02/07/2020		02/07/2020	3,000.00
Account 53320 - Advertising Totals									Invoice Transactions 1	\$3,000.00
Account 53910 - Dues and Subscriptions										
6686 - Sarah Owen	332217	18-Registration for IU SPH Spring Career Fair	Paid by EFT # 33649		01/28/2020	01/28/2020	02/07/2020		02/07/2020	50.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$50.00
Program 181100 - Marketing Totals									Invoice Transactions 6	\$3,701.87
Program 182001 - Aquatics - Bryan Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X01192020	18- AT&T January Cell Charges	Paid by Check # 71157		01/27/2020	01/27/2020	01/27/2020		01/29/2020	31.24
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	9748920X01192020	18- AT&T January Cell Charges	Paid by Check # 71157		01/27/2020	01/27/2020	01/27/2020		01/29/2020	86.90
Account 53210 - Telephone Totals									Invoice Transactions 1	\$86.90
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 1	\$86.90
Program 182500 - Frank Southern Center										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	644850	18-duct tape, channel locks, tack lifter	Paid by EFT # 33620		01/28/2020	01/28/2020	02/07/2020		02/07/2020	36.47
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$36.47
Account 53610 - Building Repairs										
3594 - Steve G Wright (Steve's Welding)	866716	18 FSC Welding repairs to hockey goals and	Paid by Check # 71190		01/28/2020	01/28/2020	02/07/2020		02/07/2020	232.34
875 - Young Plumbing & Mechanical, INC	51668	18 FSC Fixt water pressure for women's	Paid by EFT # 33694		01/28/2020	01/28/2020	02/07/2020		02/07/2020	95.00
Account 53610 - Building Repairs Totals									Invoice Transactions 2	\$327.34
Account 53630 - Machinery and Equipment Repairs										
4902 - DEEM, LLC	926958	18 FSC Compressor #1 Startup at beginning of	Paid by EFT # 33565		01/28/2020	01/28/2020	02/07/2020		02/07/2020	5,344.55
4902 - DEEM, LLC	926986	18 FSC Fixed Shaft seal leak on Compressor 2	Paid by EFT # 33565		01/28/2020	01/28/2020	02/07/2020		02/07/2020	968.00
321 - Harrell Fish, INC	W53724	18 FSC hvac work heater above rink,	Paid by EFT # 33586		01/28/2020	01/28/2020	02/07/2020		02/07/2020	1,591.41
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 3	\$7,903.96
Account 53650 - Other Repairs										
4283 - Accurate Cutting Technologies, INC	53957	18 FSC Blades Sharpening for Zamboni	Paid by EFT # 33515		01/28/2020	01/28/2020	02/07/2020		02/07/2020	65.40
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$65.40
Account 53910 - Dues and Subscriptions										
5756 - SESAC, INC	81527 2020	18-Music license for facilities	Paid by EFT # 33666		01/28/2020	01/28/2020	02/07/2020		02/07/2020	1,496.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$1,496.00
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	4228	18 - FSC Lobby Bathroom Cleaning	Paid by EFT # 33571		01/28/2020	01/28/2020	02/07/2020		02/07/2020	90.00
53657 - Plymate, INC	2894929	18 - FSC Mat Cleaning	Paid by EFT # 33653		01/28/2020	01/28/2020	02/07/2020		02/07/2020	73.50
53657 - Plymate, INC	2891524	18 - FSC Mat Cleaning	Paid by EFT # 33653		01/28/2020	01/28/2020	02/07/2020		02/07/2020	72.41



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53657 - Plymate, INC	2898338	18 - FSC Mat Cleaning	Paid by EFT # 33653	01/28/2020	01/28/2020	02/07/2020	02/07/2020	72.41
			Account 53920 - Laundry and Other Sanitation Services Totals			Invoice Transactions 4		\$308.32
			Program 182500 - Frank Southern Center Totals			Invoice Transactions 12		\$10,137.49
Program 183500 - Golf Services								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X01192 020	18- AT&T January Cell Charges	Paid by Check # 71157	01/27/2020	01/27/2020	01/27/2020	01/29/2020	44.69
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$44.69
			Program 183500 - Golf Services Totals			Invoice Transactions 1		\$44.69
Program 184000 - Natural Resources								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X01192 020	18- AT&T January Cell Charges	Paid by Check # 71157	01/27/2020	01/27/2020	01/27/2020	01/29/2020	72.88
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$72.88
			Program 184000 - Natural Resources Totals			Invoice Transactions 1		\$72.88
Program 184500 - Youth Services -Juke Box								
Account 52310 - Building Materials and Supplies								
321 - Harrell Fish, INC	W53638	18-AJB Furnace Repair	Paid by EFT # 33586	01/28/2020	01/28/2020	02/07/2020	02/07/2020	251.29
5819 - Synchrony Bank	000000 GQHMRI	18-AJB Wax for tile floor	Paid by Check # 71189	01/28/2020	01/28/2020	02/07/2020	02/07/2020	36.83
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 2		\$288.12
Account 53610 - Building Repairs								
321 - Harrell Fish, INC	W53638	18-AJB Furnace Repair	Paid by EFT # 33586	01/28/2020	01/28/2020	02/07/2020	02/07/2020	390.00
			Account 53610 - Building Repairs Totals			Invoice Transactions 1		\$390.00
			Program 184500 - Youth Services -Juke Box Totals			Invoice Transactions 3		\$678.12
Program 186500 - Community Events								
Account 52420 - Other Supplies								
7192 - Adolph Kiefer & Assoc, LLC (The Lifeguard Store)	INV948634	18- FRx Smart Pads II for Community Events	Paid by EFT # 33516	01/28/2020	01/28/2020	02/07/2020	02/07/2020	134.50
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$134.50
			Program 186500 - Community Events Totals			Invoice Transactions 1		\$134.50
Program 186503 - Community Events-Farmers' Market								
Account 52420 - Other Supplies								
6530 - Office Depot, INC	430294601001	18- legal card stock paper	Paid by EFT # 33647	01/28/2020	01/28/2020	02/07/2020	02/07/2020	197.94
5099 - Office Three Sixty, INC	1542001	18- Envelopes, paper, tabs, sheet protectors	Paid by EFT # 33648	01/28/2020	01/28/2020	02/07/2020	02/07/2020	64.13
			Account 52420 - Other Supplies Totals			Invoice Transactions 2		\$262.07
			Program 186503 - Community Events-Farmers' Market Totals			Invoice Transactions 2		\$262.07
Program 187001 - Adult Sports-Softball								
Account 52340 - Other Repairs and Maintenance								
334 - Irving Materials, INC	10815023	18 TLSP Drainage Work for TLSP/TLRC	Paid by EFT # 33610	01/28/2020	01/28/2020	02/07/2020	02/07/2020	142.00
			Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 1		\$142.00
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	645506	18 TLSP ratchet straps	Paid by EFT # 33620	01/28/2020	01/28/2020	02/07/2020	02/07/2020	59.97
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$59.97
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X01192 020	18- AT&T January Cell Charges	Paid by Check # 71157	01/27/2020	01/27/2020	01/27/2020	01/29/2020	26.90
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$26.90
			Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 3		\$228.87
Program 187202 - Youth Sports-Winslow								
Account 53990 - Other Services and Charges								
321 - Harrell Fish, INC	W50511	18 - Winslow Backflow Testing	Paid by EFT # 33586	01/28/2020	01/28/2020	02/07/2020	02/07/2020	105.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$105.00
			Program 187202 - Youth Sports-Winslow Totals			Invoice Transactions 1		\$105.00
Program 188001 - Inclusive Recreation								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X01192 020	18- AT&T January Cell Charges	Paid by Check # 71157	01/27/2020	01/27/2020	01/27/2020	01/29/2020	13.45
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$13.45
			Program 188001 - Inclusive Recreation Totals			Invoice Transactions 1		\$13.45
Program 189000 - Operations								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM216700	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 33578	01/28/2020	01/28/2020	02/07/2020	02/07/2020	1,106.19
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 1		\$1,106.19
Account 52310 - Building Materials and Supplies								
409 - Black Lumber Co. INC	427398	18-materials for hanging plywood at SYP	Paid by EFT # 33530	01/28/2020	01/28/2020	02/07/2020	02/07/2020	37.62
394 - Kleindorfer Hardware & Variety	645628	18-hex screws	Paid by EFT # 33620	01/28/2020	01/28/2020	02/07/2020	02/07/2020	4.50
53005 - Menards, INC	41607	18-ceiling light, copper wire, snaplock, eletrical	Paid by Check # 71178	01/28/2020	01/28/2020	02/07/2020	02/07/2020	84.83
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 3		\$126.95
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	680073	18-drill bits, WD40	Paid by EFT # 33620	01/28/2020	01/28/2020	02/07/2020	02/07/2020	19.99
394 - Kleindorfer Hardware & Variety	680283	18-wax rings, toilet bolts	Paid by EFT # 33620	01/28/2020	01/28/2020	02/07/2020	02/07/2020	19.14
6262 - Koenig Equipment, INC	P13490	18-hyd oil	Paid by EFT # 33621	01/28/2020	01/28/2020	02/07/2020	02/07/2020	14.10



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6262 - Koenig Equipment, INC	P13454	18-parts/supplies for John Deere at Cascades	Paid by EFT # 33621	01/28/2020	01/28/2020	02/07/2020	02/07/2020	414.06
6262 - Koenig Equipment, INC	P13485	18-parts/supplies for John Deere at Cascades	Paid by EFT # 33621	01/28/2020	01/28/2020	02/07/2020	02/07/2020	72.41
6262 - Koenig Equipment, INC	P13486	18-starter motor for John Gator	Paid by EFT # 33621	01/28/2020	01/28/2020	02/07/2020	02/07/2020	160.51
53005 - Menards, INC	41634	18-tool box for truck	Paid by Check # 71178	01/28/2020	01/28/2020	02/07/2020	02/07/2020	90.76
53005 - Menards, INC	41878	18 - LED light bulbs	Paid by Check # 71178	01/28/2020	01/28/2020	02/07/2020	02/07/2020	120.57
53005 - Menards, INC	41958	circuit breaker lock-out	Paid by Check # 71178	01/28/2020	01/28/2020	02/07/2020	02/07/2020	19.98
53005 - Menards, INC	41974	18-chlorine test strips	Paid by Check # 71178	01/28/2020	01/28/2020	02/07/2020	02/07/2020	151.59
Account 52420 - Other Supplies			Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 10			\$1,083.11
818 - Everywhere Signs, LLC	55881	18-Replacement 24"x48" single sided	Paid by EFT # 33577	01/28/2020	01/28/2020	02/07/2020	02/07/2020	635.00
394 - Kleindorfer Hardware & Variety	642308	18-lifting straps	Paid by EFT # 33620	01/28/2020	01/28/2020	02/07/2020	02/07/2020	67.98
53005 - Menards, INC	41974	18-t-post clips, post driver, poly twist, t-post.	Paid by Check # 71178	01/28/2020	01/28/2020	02/07/2020	02/07/2020	27.49
4175 - The Stables Events, LLC (Izzy's Rentals)	9660	18-Purchase of (1) port-a-let for CC Trail Church	Paid by EFT # 33682	01/28/2020	01/28/2020	02/07/2020	02/07/2020	1,100.00
Account 53210 - Telephone			Account 52420 - Other Supplies Totals		Invoice Transactions 4			\$1,830.47
13969 - AT&T Mobility II, LLC	9748920X01192020	18- AT&T January Cell Charges	Paid by Check # 71157	01/27/2020	01/27/2020	01/27/2020	01/29/2020	248.55
Account 53920 - Laundry and Other Sanitation Services			Account 53210 - Telephone Totals		Invoice Transactions 1			\$248.55
19171 - Aramark Uniform & Career Apparel Group, INC	1824207944	18-Uniform & mat cleaning services for the	Paid by EFT # 33520	01/28/2020	01/28/2020	02/07/2020	02/07/2020	17.04
19171 - Aramark Uniform & Career Apparel Group, INC	001824162829	18-Uniform & mat cleaning services for the	Paid by EFT # 33520	01/28/2020	01/28/2020	02/07/2020	02/07/2020	17.04
19171 - Aramark Uniform & Career Apparel Group, INC	1824216961	18-Uniform & mat cleaning services for the	Paid by EFT # 33520	01/28/2020	01/28/2020	02/07/2020	02/07/2020	17.04
Account 53990 - Other Services and Charges			Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 3			\$51.12
205 - City Of Bloomington	111158	18-Demolition Permit 108 Clubhouse Dr. W.	Paid by Check # 71158	01/27/2020	01/27/2020	01/27/2020	01/29/2020	100.00
53125 - Mr. Copy, INC	34371	18-(40) 2-sided copies on tearproof/waterproof	Paid by EFT # 33640	01/28/2020	01/28/2020	02/07/2020	02/07/2020	108.00
Account 53990 - Other Services and Charges Totals			Invoice Transactions 2					\$208.00
Program 189006 - Switchyard Property			Program 189000 - Operations Totals		Invoice Transactions 24			\$4,654.39
394 - Kleindorfer Hardware & Variety	680321	18 SYP Hooks, misc hardware for movie	Paid by EFT # 33620	01/28/2020	01/28/2020	02/07/2020	02/07/2020	51.45
394 - Kleindorfer Hardware & Variety	641743	18 SYP screws and anti-skid rubber for table cart	Paid by EFT # 33620	01/28/2020	01/28/2020	02/07/2020	02/07/2020	8.10
5099 - Office Three Sixty, INC	1536692	18- white board, markers, paper, misc.	Paid by EFT # 33648	01/28/2020	01/28/2020	02/07/2020	02/07/2020	262.37
Account 52420 - Other Supplies Totals			Invoice Transactions 3					\$321.92
Program 189500 - Landscaping			Program 189006 - Switchyard Property Totals		Invoice Transactions 3			\$321.92
394 - Kleindorfer Hardware & Variety	642304	18-wild bird seed	Paid by EFT # 33620	01/28/2020	01/28/2020	02/07/2020	02/07/2020	24.98
394 - Kleindorfer Hardware & Variety	680006	18-wild bird seed	Paid by EFT # 33620	01/28/2020	01/28/2020	02/07/2020	02/07/2020	12.49
Account 52420 - Other Supplies			Account 52220 - Agricultural Supplies Totals		Invoice Transactions 2			\$37.47
394 - Kleindorfer Hardware & Variety	645748	18-masterlock	Paid by EFT # 33620	01/28/2020	01/28/2020	02/07/2020	02/07/2020	6.49
394 - Kleindorfer Hardware & Variety	680494	18-push broom, dust pan, level, tape measure	Paid by EFT # 33620	01/28/2020	01/28/2020	02/07/2020	02/07/2020	54.46
394 - Kleindorfer Hardware & Variety	680466	18-6' App Cord	Paid by EFT # 33620	01/28/2020	01/28/2020	02/07/2020	02/07/2020	7.29
53005 - Menards, INC	42028	18-large clips	Paid by Check # 71178	01/28/2020	01/28/2020	02/07/2020	02/07/2020	21.96
Account 52420 - Other Supplies Totals			Invoice Transactions 4					\$90.20
Program 189501 - Cemeteries			Program 189500 - Landscaping Totals		Invoice Transactions 6			\$127.67
13969 - AT&T Mobility II, LLC	9748920X01192020	18- AT&T January Cell Charges	Paid by Check # 71157	01/27/2020	01/27/2020	01/27/2020	01/29/2020	13.45
Account 53210 - Telephone			Account 53210 - Telephone Totals		Invoice Transactions 1			\$13.45
Program 189503 - Urban Forestry			Program 189501 - Cemeteries Totals		Invoice Transactions 1			\$13.45
13969 - AT&T Mobility II, LLC	9748920X01192020	18- AT&T January Cell Charges	Paid by Check # 71157	01/27/2020	01/27/2020	01/27/2020	01/29/2020	107.17
Account 53210 - Telephone			Account 53210 - Telephone Totals		Invoice Transactions 1			\$107.17
Program 189503 - Urban Forestry			Program 189503 - Urban Forestry Totals		Invoice Transactions 1			\$107.17
Fund 201 - Parks and Rec Non Reverting			Department 18 - Parks & Recreation Totals		Invoice Transactions 73			\$23,078.73
Account 10002.1 - Petty Cash / Cash Change Cash Change			Fund 200 - Parks and Recreation Gen (\$1301) Totals		Invoice Transactions 73			\$23,078.73
205 - City Of Bloomington	20-18 SF	18-Change fund Spring Fling	Paid by Check # 71165	01/28/2020	01/28/2020	02/07/2020	02/07/2020	300.00



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205 - City Of Bloomington	20-18 Garden	18-Change fund Garden Classes	Paid by Check # 71164	01/28/2020	01/28/2020	02/07/2020	02/07/2020	25.00
205 - City Of Bloomington	20-18 FMkt	18-Change fund Farmers Market	Paid by Check # 71163	01/28/2020	01/28/2020	02/07/2020	02/07/2020	150.00
			Account 10002.1 - Petty Cash / Cash Change	Cash Change	Totals	Invoice Transactions 3		\$475.00
Department 18 - Parks & Recreation								
Program 181000 - Administration								
Account 53990 - Other Services and Charges								
50722 - Bloomington Bagel Co., INC	INV-16793	18-Parks 2019 retreat coffee	Paid by EFT # 33533	01/28/2020	01/28/2020	02/07/2020	02/07/2020	55.47
6369 - Elana, LLC ( Falafels)	2363	18-Parks 2019 retreat lunch	Paid by EFT # 33573	01/28/2020	01/28/2020	02/07/2020	02/07/2020	662.50
5819 - Synchrony Bank	8369	18-Parks 2019 retreat breakfast items	Paid by Check # 71189	01/28/2020	01/28/2020	02/07/2020	02/07/2020	171.26
			Account 53990 - Other Services and Charges	Totals		Invoice Transactions 3		\$889.23
			Program 181000 - Administration	Totals		Invoice Transactions 3		\$889.23
Program 182500 - Frank Southern Center								
Account 53310 - Printing								
818 - Everywhere Signs, LLC	55839	18-Dasherboard for Complete Care	Paid by EFT # 33577	01/28/2020	01/28/2020	02/07/2020	02/07/2020	200.00
			Account 53310 - Printing	Totals		Invoice Transactions 1		\$200.00
			Program 182500 - Frank Southern Center	Totals		Invoice Transactions 1		\$200.00
Program 182501 - Frank Southern Center Concession								
Account 52230 - Garage and Motor Supplies								
4099 - Gold Medal Products CO.	155778	18 - FSC Popcorn, Oil, Nacho Cheese Sauce	Paid by EFT # 33582	01/28/2020	01/28/2020	02/07/2020	02/07/2020	275.20
			Account 52230 - Garage and Motor Supplies	Totals		Invoice Transactions 1		\$275.20
Account 52330 - Street , Alley, and Sewer Material								
4610 - Hopscotch Coffee, LLC	3543	18 - FSC Coffee Beans	Paid by EFT # 33595	01/28/2020	01/28/2020	02/07/2020	02/07/2020	150.00
5819 - Synchrony Bank	6870	18 - FSC Concession Supplies	Paid by Check # 71189	01/28/2020	01/28/2020	02/07/2020	02/07/2020	286.44
5819 - Synchrony Bank	4301 123119	18 - FSC Concession Supplies	Paid by Check # 71189	01/28/2020	01/28/2020	02/07/2020	02/07/2020	330.68
5819 - Synchrony Bank	5113	18 - FSC Concession/Cleaning	Paid by Check # 71189	01/28/2020	01/28/2020	02/07/2020	02/07/2020	139.02
5819 - Synchrony Bank	7283	18 - FSC Concession/Cleaning	Paid by Check # 71189	01/28/2020	01/28/2020	02/07/2020	02/07/2020	184.42
			Account 52330 - Street , Alley, and Sewer Material	Totals		Invoice Transactions 5		\$1,090.56
Account 53940 - Temporary Contractual Employee								
7175 - Devan Mackellar	012620	18 - Adult Hockey League Official	Paid by EFT # 33629	01/28/2020	01/28/2020	02/07/2020	02/07/2020	180.00
6697 - Samuel Markwood	012620	18 - Adult Hockey League Official	Paid by EFT # 33631	01/28/2020	01/28/2020	02/07/2020	02/07/2020	297.00
7173 - Justin Newey	012620	18 - Adult Hockey League Official	Paid by EFT # 33645	01/28/2020	01/28/2020	02/07/2020	02/07/2020	108.00
			Account 53940 - Temporary Contractual Employee	Totals		Invoice Transactions 3		\$585.00
Account 53990 - Other Services and Charges								
5335 - Shield Protection Solutions, LLC	2097	18 - FSC IUD2 Game Security	Paid by EFT # 33671	01/28/2020	01/28/2020	02/07/2020	02/07/2020	168.00
5335 - Shield Protection Solutions, LLC	2106	18 - FSC IUD2 Game Security	Paid by EFT # 33671	01/28/2020	01/28/2020	02/07/2020	02/07/2020	168.00
			Account 53990 - Other Services and Charges	Totals		Invoice Transactions 2		\$336.00
			Program 182501 - Frank Southern Center Concession	Totals		Invoice Transactions 11		\$2,286.76
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies								
4549 - Kroger Limited Partnership I	227993	18-Kid City Winter Break Day Snacks	Paid by Check # 71176	01/28/2020	01/28/2020	02/07/2020	02/07/2020	4.49
4549 - Kroger Limited Partnership I	085922	18-Kid City Winter Break Day Snacks	Paid by Check # 71176	01/28/2020	01/28/2020	02/07/2020	02/07/2020	43.59
			Account 52420 - Other Supplies	Totals		Invoice Transactions 2		\$48.08
			Program 184501 - Youth Services-Kid City Camps	Totals		Invoice Transactions 2		\$48.08
Program 185000 - Twin Lakes Recreation Center								
Account 43410 - Advertising								
6385 - RTU, INC (Cartvertising)	SN1666099	18- TLRC Advertising on Kroger North Shopping	Paid by Check # 71184	01/28/2020	01/28/2020	02/07/2020	02/07/2020	408.33
			Account 43410 - Advertising	Totals		Invoice Transactions 1		\$408.33
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	8196	18 - TLRC Facility Institutional Supplies	Paid by Check # 71189	01/28/2020	01/28/2020	02/07/2020	02/07/2020	95.38
5819 - Synchrony Bank	8366	18 - TLRC Facility Institutional Supplies	Paid by Check # 71189	01/28/2020	01/28/2020	02/07/2020	02/07/2020	27.96
			Account 52210 - Institutional Supplies	Totals		Invoice Transactions 2		\$123.34
Account 53610 - Building Repairs								
298 - Commercial Service Of Bloomington, INC	5189650	18 - TLRC HVAC Repair to Unit #1	Paid by EFT # 33556	01/28/2020	01/28/2020	02/07/2020	02/07/2020	428.78
53657 - Plymate, INC	2898331	18 - TLRC Entry Mat Service	Paid by EFT # 33653	01/28/2020	01/28/2020	02/07/2020	02/07/2020	75.99
			Account 53610 - Building Repairs	Totals		Invoice Transactions 2		\$504.77
			Program 185000 - Twin Lakes Recreation Center	Totals		Invoice Transactions 5		\$1,036.44
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
13007 - Valeria A Decastro	012320	18-TLRC Fitness Specialist	Paid by EFT # 33564	01/28/2020	01/28/2020	02/07/2020	02/07/2020	93.75
7207 - Ayaa Elgoharry	011620	18-TLRC Fitness Specialist	Paid by EFT # 33574	01/28/2020	01/28/2020	02/07/2020	02/07/2020	50.00
5274 - Catherine T Gossett	012320	18-TLRC Fitness Specialist	Paid by EFT # 33583	01/28/2020	01/28/2020	02/07/2020	02/07/2020	387.50
6602 - Pendah Jallow	012320	18-TLRC Fitness Specialist	Paid by EFT # 33613	01/28/2020	01/28/2020	02/07/2020	02/07/2020	120.00



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7085 - Anna Khachatryan	012120	18-TLRC Fitness Specialist	Paid by EFT # 33617	01/28/2020	01/28/2020	02/07/2020	02/07/2020	150.00
1336 - Kristy L LeVert	012320	18-TLRC Fitness Specialist	Paid by EFT # 33626	01/28/2020	01/28/2020	02/07/2020	02/07/2020	125.00
7086 - Rivkah L Moore	01222020	18-TLRC Fitness Specialist	Paid by EFT # 33639	01/28/2020	01/28/2020	02/07/2020	02/07/2020	156.25
5007 - Emeline P O'Connor	012320	18-TLRC Fitness Specialist	Paid by EFT # 33646	01/28/2020	01/28/2020	02/07/2020	02/07/2020	187.50
14093 - Allana Radecki	011520	18-TLRC Fitness Specialist	Paid by EFT # 33656	01/28/2020	01/28/2020	02/07/2020	02/07/2020	125.00
1973 - Megan M Stark	012420	18-TLRC Fitness Specialist	Paid by EFT # 33675	01/28/2020	01/28/2020	02/07/2020	02/07/2020	387.50
Account 53940 - Temporary Contractual Employee Totals						Invoice Transactions 10		\$1,782.50
Program 185002 - TLRC-Health & Wellness Totals						Invoice Transactions 10		\$1,782.50
Program 185006 - TLRC-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	6801209496	18 - TLRC Credit on Returned Product	Paid by EFT # 33555	01/28/2020	01/28/2020	02/07/2020	02/07/2020	(111.00)
5969 - Coca Cola Bottling CO. Consolidated	6801209589	18 - TLRC Concessions Beverage Purchase	Paid by EFT # 33555	01/28/2020	01/28/2020	02/07/2020	02/07/2020	454.15
4099 - Gold Medal Products CO.	156011	18 - TLRC Concession Item Purchase	Paid by EFT # 33582	01/28/2020	01/28/2020	02/07/2020	02/07/2020	389.05
21145 - Sysco USA III, LLC	238165489	18 - TLRC Concession Item Purchase	Paid by EFT # 33678	01/28/2020	01/28/2020	02/07/2020	02/07/2020	617.04
Account 52330 - Street , Alley, and Sewer Material Totals						Invoice Transactions 4		\$1,349.24
Account 53990 - Other Services and Charges								
199 - Monroe County Government	2020 TLRC	18 - TLRC Food Service License	Paid by Check # 71180	01/28/2020	01/28/2020	02/07/2020	02/07/2020	165.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		\$165.00
Program 185006 - TLRC-Concessions Totals						Invoice Transactions 5		\$1,514.24
Program 186500 - Community Events								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X01192 020	18- AT&T January Cell Charges	Paid by Check # 71157	01/27/2020	01/27/2020	01/27/2020	01/29/2020	13.45
Account 53210 - Telephone Totals						Invoice Transactions 1		\$13.45
Program 186500 - Community Events Totals						Invoice Transactions 1		\$13.45
Program 186503 - Community Events-Farmers' Market								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X01192 020	18- AT&T January Cell Charges	Paid by Check # 71157	01/27/2020	01/27/2020	01/27/2020	01/29/2020	41.64
Account 53210 - Telephone Totals						Invoice Transactions 1		\$41.64
Account 53940 - Temporary Contractual Employee								
3960 - Cortland V Carrington	102419	18 - Market - mushroom inspection	Paid by EFT # 33547	01/28/2020	01/28/2020	02/07/2020	02/07/2020	30.00
Account 53940 - Temporary Contractual Employee Totals						Invoice Transactions 1		\$30.00
Program 186503 - Community Events-Farmers' Market Totals						Invoice Transactions 2		\$71.64
Program 186506 - Performing Art Series								
Account 52420 - Other Supplies								
6684 - Crystal Ritter	2-0024-1878-0083	18- Movie Purchase for Movie on Jan. 25	Paid by EFT # 33660	01/28/2020	01/28/2020	02/07/2020	02/07/2020	21.40
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$21.40
Account 53990 - Other Services and Charges								
6964 - James S Daley	2020002	18- Trivia Writing and Hosting Services for	Paid by EFT # 33563	01/28/2020	01/28/2020	02/07/2020	02/07/2020	100.00
683 - In The Dark Enterprises, INC (The Ryder)	Jan 27 2020	18- Movie License for The Lion King (2019) on	Paid by EFT # 33597	01/28/2020	01/28/2020	02/07/2020	02/07/2020	375.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 2		\$475.00
Program 186506 - Performing Art Series Totals						Invoice Transactions 3		\$496.40
Program 189006 - Switchyard Property								
Account 53160 - Instruction								
203 - INDIANA UNIVERSITY	IUB-20-6 Marler	18 SYP IUEDP Staff Training - Hsiung Marler	Paid by Check # 71175	01/28/2020	01/28/2020	02/07/2020	02/07/2020	232.50
Account 53160 - Instruction Totals						Invoice Transactions 1		\$232.50
Program 189006 - Switchyard Property Totals						Invoice Transactions 1		\$232.50
Department 18 - Parks & Recreation Totals						Invoice Transactions 44		\$8,571.24
Fund 201 - Parks and Rec Non Reverting Totals						Invoice Transactions 47		\$9,046.24
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								
Program 18016D - 2016 D Lower Cascades								
Account 54510 - Other Capital Outlays								
7059 - Eagle Ridge Civil Engineering Services, LLC	204-01	18- Cascades creek repair and trail to	Paid by EFT # 33570	01/28/2020	01/28/2020	02/07/2020	02/07/2020	6,516.35
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$6,516.35
Program 18016D - 2016 D Lower Cascades Totals						Invoice Transactions 1		\$6,516.35
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA								
Account 54510 - Other Capital Outlays								
18844 - First Financial Bank, N.A.	HFI, TLRC App #4	18-GOB Project HVAC replacement at TLRC	Paid by Check # 71172	01/28/2020	01/28/2020	02/07/2020	02/07/2020	4,472.13
321 - Harrell Fish, INC	HFI, TLRC App #4	18-GOB Project HVAC replacement at TLRC	Paid by EFT # 33587	01/28/2020	01/28/2020	02/07/2020	02/07/2020	84,970.51
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 2		\$89,442.64
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals						Invoice Transactions 2		\$89,442.64
Department 18 - Parks & Recreation Totals						Invoice Transactions 3		\$95,958.99
Fund 977 - Parks 2016 GO Bond Proceeds Totals						Invoice Transactions 3		\$95,958.99
Fund 980 - 2018 BicentennialBnd Prcd900030								
Department 18 - Parks & Recreation								
Program 18018B - Griffy Loop Trail Lower Cascades								
Account 54510 - Other Capital Outlays								



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19741 - Mader Design, LLC

1077

18- Griffy Lake Loop Trail Design  
Paid by EFT # 33630

01/28/2020

01/28/2020

02/07/2020

02/07/2020

3,064.40

Account 54510 - Other Capital Outlays Totals

Invoice Transactions 1

\$3,064.40

Program 18018B - Griffy Loop Trail Lower Cascades Totals

Invoice Transactions 1

\$3,064.40

Program 18018C - Enrty Ways St Trees Alley Enhanc  
Account 54510 - Other Capital Outlays

3444 - Rundell Ernstberger Associates, INC

191565-4

18-Gateway Design Fees  
Paid by EFT # 33663

01/28/2020

01/28/2020

02/07/2020

02/07/2020

11,450.00

Account 54510 - Other Capital Outlays Totals

Invoice Transactions 1

\$11,450.00

Program 18018C - Enrty Ways St Trees Alley Enhanc Totals

Invoice Transactions 1

\$11,450.00

Department 18 - Parks & Recreation Totals

Invoice Transactions 2

\$14,514.40

Fund 980 - 2018 BicentennialBnd Prcd900030 Totals

Invoice Transactions 2

\$14,514.40

Grand Totals

Invoice Transactions 125

\$142,598.36



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Invoice Date Range 02/08/20 - 02/21/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181000 - Administration</b>										
Account <b>52110 - Office Supplies</b>										
6530 - Office Depot, INC	437676687001	18- Markers, folders, paper, laminating pouches,	Paid by EFT # 33885		02/11/2020	02/11/2020	02/21/2020		02/21/2020	45.28
6530 - Office Depot, INC	434268438001	18- tape, paper, tissues, pens	Paid by EFT # 33885		02/11/2020	02/11/2020	02/21/2020		02/21/2020	65.88
6530 - Office Depot, INC	434268439001	18- folders	Paid by EFT # 33885		02/11/2020	02/11/2020	02/21/2020		02/21/2020	3.09
Account <b>52110 - Office Supplies</b> Totals									Invoice Transactions 3	\$114.25
Account <b>53410 - Liability / Casualty Premiums</b>										
1847 - Hylant of Indianapolis, LLC	240496A	10-Cyber Liability 1/1/2020-1/1/2021- Policy #107205107	Paid by EFT # 33833		02/10/2020	02/10/2020	02/10/2020		02/21/2020	1,917.98
1847 - Hylant of Indianapolis, LLC	240497A	10-Pkg Casualty Renewal-1/1/20-1/1/21 -Policy ZLP71M47406	Paid by EFT # 33833		02/10/2020	02/10/2020	02/10/2020		02/21/2020	14,756.92
1847 - Hylant of Indianapolis, LLC	240495A	10-Workers Comp Excess Renewal-1/1/20 -1/1/21-Policy EWC009239	Paid by EFT # 33833		02/10/2020	02/10/2020	02/10/2020		02/21/2020	5,828.34
1847 - Hylant of Indianapolis, LLC	240494A	10-Workers Comp Buffer Renewal-1/1/20- 1/1/21- Policy BLO13022120	Paid by EFT # 33833		02/10/2020	02/10/2020	02/10/2020		02/21/2020	1,933.96
1847 - Hylant of Indianapolis, LLC	240499A	10-Crime renewal- 1/1/20-1/1/21-Policy #105877146	Paid by EFT # 33833		02/10/2020	02/10/2020	02/10/2020		02/21/2020	1,376.59
1847 - Hylant of Indianapolis, LLC	240498A	10-Umbrella renewal 1/1/20-1/1/21-Policy #ZUP51M4899119PB	Paid by EFT # 33833		02/10/2020	02/10/2020	02/10/2020		02/21/2020	8,392.47
1847 - Hylant of Indianapolis, LLC	240501A	10-Business Auto Renewal 1/1/20-1/1/21 -Policy 8104F268238	Paid by EFT # 33833		02/10/2020	02/10/2020	02/10/2020		02/21/2020	34,665.00
1847 - Hylant of Indianapolis, LLC	240493A	10-Property Package Renewal-1/1/20-1/1/21 -Policy #ES275	Paid by EFT # 33833		02/10/2020	02/10/2020	02/10/2020		02/21/2020	22,705.22
Account <b>53410 - Liability / Casualty Premiums</b> Totals									Invoice Transactions 8	\$91,576.48
Program <b>181000 - Administration</b> Totals									Invoice Transactions 11	\$91,690.73





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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
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181100 - Marketing</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	778943777936	18-Amazon Document Frames for Community Relations	Paid by EFT # 33928		02/11/2020	02/11/2020	02/21/2020		02/21/2020	25.39
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$25.39
Account <b>52430 - Uniforms and Tools</b>										
5695 - 1818 Apparel Co., INC	6315	18-Switchyard Park button down shirts	Paid by EFT # 33730		02/11/2020	02/11/2020	02/21/2020		02/21/2020	99.90
Account <b>52430 - Uniforms and Tools</b> Totals									Invoice Transactions 1	\$99.90
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>										
6686 - Sarah Owen	012820	18-Parking Expense SPH Career & Internship Fair	Paid by EFT # 33887		02/11/2020	02/11/2020	02/21/2020		02/21/2020	10.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals									Invoice Transactions 1	\$10.00
Account <b>53310 - Printing</b>										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7698	18-Switchyard Park rack cards for Bridal Show	Paid by EFT # 33784		02/11/2020	02/11/2020	02/21/2020		02/21/2020	125.00
3892 - Midwest Color Printing, INC	INV-12677	18-Switchyard Park business cards-500	Paid by EFT # 33869		02/11/2020	02/11/2020	02/21/2020		02/21/2020	70.31
53125 - Mr. Copy, INC	34415	18-March Kids Kraze	Paid by EFT # 33875		02/11/2020	02/11/2020	02/21/2020		02/21/2020	83.47
Account <b>53310 - Printing</b> Totals									Invoice Transactions 3	\$278.78
Account <b>53320 - Advertising</b>										
818 - Everywhere Signs, LLC	55984	18-Nature Sounds yard signs-2	Paid by EFT # 33803		02/11/2020	02/11/2020	02/21/2020		02/21/2020	48.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1200129808	18-radio spots for Winter Palooza on WBWB	Paid by EFT # 33918		02/11/2020	02/11/2020	02/21/2020		02/21/2020	250.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1200129797	18-radio spots for Winter Palooza on WHCC	Paid by EFT # 33918		02/11/2020	02/11/2020	02/21/2020		02/21/2020	250.00
Account <b>53320 - Advertising</b> Totals									Invoice Transactions 3	\$548.00
Account <b>53910 - Dues and Subscriptions</b>										
4225 - REACH Sports Marketing Group, INC	64018	18-Reach media player license renewal Banneker	Paid by EFT # 33906		02/11/2020	02/11/2020	02/21/2020		02/21/2020	588.00
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 1	\$588.00
Account <b>53990 - Other Services and Charges</b>										
54546 - Charles Y Coghlan, DMD (Office Easel)	91092A	18-Switchyard Park tumblers for Business After Hours	Paid by EFT # 33773		02/11/2020	02/11/2020	02/21/2020		02/21/2020	1,544.70





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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 <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181100 - Marketing</b>										
Account <b>53990 - Other Services and Charges</b>										
6830 - Andrew Lambert (Lambert Consulting)	1561	18-Cascades social media management January 2020	Paid by EFT # 33857		02/11/2020	02/11/2020	02/21/2020		02/21/2020	300.00
6928 - Lavin Rental, LLC (Master Rental)	302970	18-black table linen for SYP booth at Bridal Show	Paid by EFT # 33858		02/11/2020	02/11/2020	02/21/2020		02/21/2020	21.00
336 - Southside Rental Center, INC	17281	18-linens and tableware rental for Business After Hours	Paid by Check # 71263		02/11/2020	02/11/2020	02/21/2020		02/21/2020	720.35
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 4			\$2,586.05
Program <b>181100 - Marketing</b> Totals							Invoice Transactions 14			\$4,136.12
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	7300101203022 020	18-electricity	Paid by Check # 71230		02/10/2020	02/10/2020	02/10/2020		02/10/2020	124.99
Account <b>53510 - Electrical Services</b> Totals							Invoice Transactions 1			\$124.99
Account <b>53540 - Natural Gas</b>										
222 - Vectren	0250755166021 220	18-Natural Gas January Charges	Paid by Check # 71236		02/10/2020	02/10/2020	02/10/2020		02/10/2020	46.00
Account <b>53540 - Natural Gas</b> Totals							Invoice Transactions 1			\$46.00
Program <b>182001 - Aquatics - Bryan Pool</b> Totals							Invoice Transactions 2			\$170.99
Program <b>182002 - Aquatics - Mills Pool</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	7300101203022 020	18-electricity	Paid by Check # 71230		02/10/2020	02/10/2020	02/10/2020		02/10/2020	47.69
Account <b>53510 - Electrical Services</b> Totals							Invoice Transactions 1			\$47.69
Account <b>53540 - Natural Gas</b>										
222 - Vectren	5052408489021 020	18-Natural Gas January Charges	Paid by Check # 71236		02/10/2020	02/10/2020	02/10/2020		02/10/2020	46.00
Account <b>53540 - Natural Gas</b> Totals							Invoice Transactions 1			\$46.00
Program <b>182002 - Aquatics - Mills Pool</b> Totals							Invoice Transactions 2			\$93.69
Program <b>182500 - Frank Southern Center</b>										
Account <b>52240 - Fuel and Oil</b>										
2708 - AmeriGas Propane, LP	3102006290	18 FSC Propane for Zamboni	Paid by EFT # 33725		02/10/2020	02/10/2020	02/10/2020		02/10/2020	193.30
Account <b>52240 - Fuel and Oil</b> Totals							Invoice Transactions 1			\$193.30
Account <b>52420 - Other Supplies</b>										
50357 - Arrow Sporting Group, INC	0136600-IN	18 - FSC Clear Tape, Mouthguards	Paid by EFT # 33742		02/11/2020	02/11/2020	02/21/2020		02/21/2020	272.43



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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
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182500 - Frank Southern Center</b>										
Account <b>52420 - Other Supplies</b>										
5913 - Becker Arena Products, INC	1022324	18 FSC parts for skate sharpener	Paid by EFT # 33751		02/11/2020	02/11/2020	02/21/2020		02/21/2020	770.60
Account <b>52420 - Other Supplies</b> Totals Invoice Transactions 2										<u>\$1,043.03</u>
Account <b>52430 - Uniforms and Tools</b>										
798 - Winters Associates Promotional Products, INC	113078	18 - FSC Staff shirts	Paid by EFT # 33951		02/11/2020	02/11/2020	02/21/2020		02/21/2020	155.18
Account <b>52430 - Uniforms and Tools</b> Totals Invoice Transactions 1										<u>\$155.18</u>
Account <b>53140 - Exterminator Services</b>										
4073 - Terminix International	387485986	18 - Pest control FSC	Paid by Check # 71268		02/11/2020	02/11/2020	02/21/2020		02/21/2020	30.00
4073 - Terminix International	388408746	18 - Pest control FSC	Paid by Check # 71268		02/11/2020	02/11/2020	02/21/2020		02/21/2020	30.00
4073 - Terminix International	389401658	18 - Pest control FSC	Paid by Check # 71268		02/11/2020	02/11/2020	02/21/2020		02/21/2020	30.00
4073 - Terminix International	390293497	18 - Pest control FSC	Paid by Check # 71268		02/11/2020	02/11/2020	02/21/2020		02/21/2020	30.00
4073 - Terminix International	391278964	18 - Pest control FSC	Paid by Check # 71268		02/11/2020	02/11/2020	02/21/2020		02/21/2020	30.00
4073 - Terminix International	392067174	18 - Pest control FSC	Paid by Check # 71268		02/11/2020	02/11/2020	02/21/2020		02/21/2020	30.00
Account <b>53140 - Exterminator Services</b> Totals Invoice Transactions 6										<u>\$180.00</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	7300101203022020	18-electricity	Paid by Check # 71230		02/10/2020	02/10/2020	02/10/2020		02/10/2020	7,426.21
Account <b>53510 - Electrical Services</b> Totals Invoice Transactions 1										<u>\$7,426.21</u>
Account <b>53540 - Natural Gas</b>										
222 - Vectren	0250573228021220	18-Natural Gas January Charges	Paid by Check # 71236		02/10/2020	02/10/2020	02/10/2020		02/10/2020	860.52
Account <b>53540 - Natural Gas</b> Totals Invoice Transactions 1										<u>\$860.52</u>
Account <b>53630 - Machinery and Equipment Repairs</b>										
4902 - DEEM, LLC	931790	18- FSC remove and replace shaft and lip seal	Paid by EFT # 33792		02/11/2020	02/11/2020	02/21/2020		02/21/2020	3,583.15
Account <b>53630 - Machinery and Equipment Repairs</b> Totals Invoice Transactions 1										<u>\$3,583.15</u>
Account <b>53650 - Other Repairs</b>										
4283 - Accurate Cutting Technologies, INC	54209	18 FSC Blade Sharpening for Zamboni	Paid by EFT # 33734		02/11/2020	02/11/2020	02/21/2020		02/21/2020	65.40



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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
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182500 - Frank Southern Center</b>										
Account <b>53650 - Other Repairs</b>										
4283 - Accurate Cutting Technologies, INC	54129	18-FSC Sharpening Zamboni Blade	Paid by EFT # 33734		02/11/2020	02/11/2020	02/21/2020		02/21/2020	65.40
Account <b>53650 - Other Repairs Totals</b>										<u>\$130.80</u>
Account <b>53920 - Laundry and Other Sanitation Services</b>										
6279 - Destiny Easton (I Shine Cleaning, LLC)	4294	18 - FSC Lobby Bathroom Cleaning Serv-1/7 & 1/21/20	Paid by EFT # 33794		02/11/2020	02/11/2020	02/21/2020		02/21/2020	90.00
53657 - Plymate, INC	2901819	18 - FSC Mat Cleaning	Paid by EFT # 33895		02/11/2020	02/11/2020	02/21/2020		02/21/2020	74.58
Account <b>53920 - Laundry and Other Sanitation Services Totals</b>										<u>\$164.58</u>
Program <b>182500 - Frank Southern Center Totals</b>										<u>\$13,736.77</u>
Program <b>183500 - Golf Services</b>										
Account <b>52310 - Building Materials and Supplies</b>										
6299 - Bounds Flooring, INC	259249	18 - Flooring Supplies-adhesive, cap w/track	Paid by EFT # 33759		02/11/2020	02/11/2020	02/21/2020		02/21/2020	47.65
Account <b>52310 - Building Materials and Supplies Totals</b>										<u>\$47.65</u>
Account <b>52420 - Other Supplies</b>										
4574 - John Deere Financial (Rural King)	H61362/62	18 - Welding Supplies Golf Course	Paid by Check # 71255		02/11/2020	02/11/2020	02/21/2020		02/21/2020	229.92
Account <b>52420 - Other Supplies Totals</b>										<u>\$229.92</u>
Account <b>53230 - Travel</b>										
3518 - Aaron Riley Craig	012920	18-Travel Reimbursement	Paid by EFT # 33782		02/11/2020	02/11/2020	02/21/2020		02/21/2020	345.97
3560 - First Financial Bank / Credit Cards	686120432	18-Quality Inn-hotel-A. Craig-Conf in FL	Paid by Check # 71246		02/11/2020	02/11/2020	02/21/2020		02/21/2020	504.29
Account <b>53230 - Travel Totals</b>										<u>\$850.26</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	7300101203022 020	18-electricity	Paid by Check # 71230		02/10/2020	02/10/2020	02/10/2020		02/10/2020	988.82
Account <b>53510 - Electrical Services Totals</b>										<u>\$988.82</u>
Account <b>53530 - Water and Sewer</b>										
4175 - The Stables Events, LLC (Izzy's Rentals)	9651	18 - Port-a-let rental for Cascades	Paid by EFT # 33935		02/11/2020	02/11/2020	02/21/2020		02/21/2020	255.00
Account <b>53530 - Water and Sewer Totals</b>										<u>\$255.00</u>
Account <b>53540 - Natural Gas</b>										
222 - Vectren	1154625513020 752	18-Natural Gas January Charges	Paid by Check # 71236		02/10/2020	02/10/2020	02/10/2020		02/10/2020	72.97
Account <b>53540 - Natural Gas Totals</b>										<u>\$72.97</u>



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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
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>183500 - Golf Services</b>										
Account <b>53730 - Machinery and Equipment Rental</b>										
4046 - Heritage-Crystal Clean, INC	16099482	18 - Parts Cleaner	Paid by EFT # 33825		02/11/2020	02/11/2020	02/21/2020		02/21/2020	189.55
Account <b>53730 - Machinery and Equipment Rental</b> Totals								Invoice Transactions 1		\$189.55
Program <b>183500 - Golf Services</b> Totals								Invoice Transactions 8		\$2,634.17
Program <b>184000 - Natural Resources</b>										
Account <b>52310 - Building Materials and Supplies</b>										
53005 - Menards, INC	42980	18-(36) treated boards & galvanized framing nails	Paid by Check # 71257		02/11/2020	02/11/2020	02/21/2020		02/21/2020	421.12
Account <b>52310 - Building Materials and Supplies</b> Totals								Invoice Transactions 1		\$421.12
Account <b>52340 - Other Repairs and Maintenance</b>										
394 - Kleindorfer Hardware & Variety	679446	18-screws	Paid by EFT # 33854		02/11/2020	02/11/2020	02/21/2020		02/21/2020	10.84
394 - Kleindorfer Hardware & Variety	679621	18-impact bit set	Paid by EFT # 33854		02/11/2020	02/11/2020	02/21/2020		02/21/2020	23.49
Account <b>52340 - Other Repairs and Maintenance</b> Totals								Invoice Transactions 2		\$34.33
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	679355	18-3 double cut keys	Paid by EFT # 33854		02/11/2020	02/11/2020	02/21/2020		02/21/2020	2.25
5819 - Synchrony Bank	435468385995	18- Amazon Blank Key for NR Ford Ranger	Paid by EFT # 33928		02/11/2020	02/11/2020	02/21/2020		02/21/2020	41.97
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions 2		\$44.22
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	7300101203022020	18-electricity	Paid by Check # 71230		02/10/2020	02/10/2020	02/10/2020		02/10/2020	30.64
Account <b>53510 - Electrical Services</b> Totals								Invoice Transactions 1		\$30.64
Account <b>53990 - Other Services and Charges</b>										
818 - Everywhere Signs, LLC	55399	18-Griffy Lake Boat Ramp Sign	Paid by EFT # 33803		02/11/2020	02/11/2020	02/21/2020		02/21/2020	1,180.47
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions 1		\$1,180.47
Program <b>184000 - Natural Resources</b> Totals								Invoice Transactions 7		\$1,710.78
Program <b>184500 - Youth Services -Juke Box</b>										
Account <b>52310 - Building Materials and Supplies</b>										
5819 - Synchrony Bank	000000 GQIRCH	18-AJB Wax and Mops for new tile floor	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	81.88



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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 <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>184500 - Youth Services -Juke Box</b>										
Account <b>52310 - Building Materials and Supplies</b>										
5819 - Synchrony Bank	000000 GQIRCG	18-AJB Wax and Mops for new tile floor	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	76.92
Account <b>52310 - Building Materials and Supplies</b> Totals							Invoice Transactions 2			<u>\$158.80</u>
Program <b>184500 - Youth Services -Juke Box</b> Totals							Invoice Transactions 2			<u>\$158.80</u>
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	459864647758	18- Amazon Poster Frames for TLRC	Paid by EFT # 33928		02/11/2020	02/11/2020	02/21/2020		02/21/2020	63.99
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 1			<u>\$63.99</u>
Program <b>185000 - Twin Lakes Recreation Center</b> Totals							Invoice Transactions 1			<u>\$63.99</u>
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
4798 - Fun Express, LLC	700998315-01	18-stickers for Seusspicious	Paid by EFT # 33810		02/11/2020	02/11/2020	02/21/2020		02/21/2020	24.77
5819 - Synchrony Bank	495764594754	18-Amazon Snow Flake Effect Maker Snow Machine/Scurry Flurry	Paid by EFT # 33928		02/11/2020	02/11/2020	02/21/2020		02/21/2020	108.22
5819 - Synchrony Bank	586595463945	18-Amazon Supplies for Seusspicious Behavior & Flurry Scurry	Paid by EFT # 33928		02/11/2020	02/11/2020	02/21/2020		02/21/2020	49.98
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 3			<u>\$182.97</u>
Program <b>186500 - Community Events</b> Totals							Invoice Transactions 3			<u>\$182.97</u>
Program <b>186502 - Community Events-Gardens</b>										
Account <b>52420 - Other Supplies</b>										
3560 - First Financial Bank / Credit Cards	1124	18-Meadow Creature- broadfork for Butler Park	Paid by Check # 71246		02/11/2020	02/11/2020	02/21/2020		02/21/2020	253.06
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 1			<u>\$253.06</u>
Program <b>186502 - Community Events-Gardens</b> Totals							Invoice Transactions 1			<u>\$253.06</u>
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>										
203 - INDIANA UNIVERSITY	337024	18- TLSP IUEDP Program-Scott Pedersen	Paid by Check # 71252		02/11/2020	02/11/2020	02/21/2020		02/21/2020	232.50
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals							Invoice Transactions 1			<u>\$232.50</u>



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	7300101203022 020	18-electricity	Paid by Check # 71230		02/10/2020	02/10/2020	02/10/2020		02/10/2020	1,405.11
Account <b>53510 - Electrical Services</b> Totals								Invoice Transactions 1		<u>\$1,405.11</u>
Program <b>187001 - Adult Sports-Softball</b> Totals								Invoice Transactions 2		<u>\$1,637.61</u>
Program <b>187202 - Youth Sports-Winslow</b>										
Account <b>53140 - Exterminator Services</b>										
4073 - Terminix International	388409765	18 - Winslow Pest Control	Paid by Check # 71268		02/11/2020	02/11/2020	02/21/2020		02/21/2020	60.00
Account <b>53140 - Exterminator Services</b> Totals								Invoice Transactions 1		<u>\$60.00</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	7300101203022 020	18-electricity	Paid by Check # 71230		02/10/2020	02/10/2020	02/10/2020		02/10/2020	136.62
Account <b>53510 - Electrical Services</b> Totals								Invoice Transactions 1		<u>\$136.62</u>
Program <b>187202 - Youth Sports-Winslow</b> Totals								Invoice Transactions 2		<u>\$196.62</u>
Program <b>187208 - Youth Sports-Olcott</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	7300101203022 020	18-electricity	Paid by Check # 71230		02/10/2020	02/10/2020	02/10/2020		02/10/2020	177.11
Account <b>53510 - Electrical Services</b> Totals								Invoice Transactions 1		<u>\$177.11</u>
Program <b>187208 - Youth Sports-Olcott</b> Totals								Invoice Transactions 1		<u>\$177.11</u>
Program <b>187500 - Banneker</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	6054	18-BBCC-Facility Supplies	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	117.88
5819 - Synchrony Bank	7274	18-BBCC-Facility Supplies	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	101.94
5819 - Synchrony Bank	8794	18-BBCC-Snacks	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	102.56
5819 - Synchrony Bank	9437	18-BBCC-Food and Event Supplies	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	154.74
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions 4		<u>\$477.12</u>
Account <b>52430 - Uniforms and Tools</b>										
798 - Winters Associates Promotional Products, INC	113132	18-BBCC-2020 Staff Shirts	Paid by EFT # 33951		02/11/2020	02/11/2020	02/21/2020		02/21/2020	657.64
Account <b>52430 - Uniforms and Tools</b> Totals								Invoice Transactions 1		<u>\$657.64</u>



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187500 - Banneker</b>										
Account <b>53140 - Exterminator Services</b>										
4073 - Terminix International	392911291	18-BBCC-January IPM	Paid by Check # 71268		02/11/2020	02/11/2020	02/21/2020		02/21/2020	45.00
Account <b>53140 - Exterminator Services</b> Totals Invoice Transactions 1										<u>\$45.00</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	7300101203022 020	18-electricity	Paid by Check # 71230		02/10/2020	02/10/2020	02/10/2020		02/10/2020	276.78
Account <b>53510 - Electrical Services</b> Totals Invoice Transactions 1										<u>\$276.78</u>
Account <b>53540 - Natural Gas</b>										
222 - Vectren	0350745006020 720	18-Natural Gas January Charges	Paid by Check # 71236		02/10/2020	02/10/2020	02/10/2020		02/10/2020	328.35
Account <b>53540 - Natural Gas</b> Totals Invoice Transactions 1										<u>\$328.35</u>
Account <b>53910 - Dues and Subscriptions</b>										
392 - Koorsen Fire & Security, INC	4952710	18-BBCC-Monitoring Fee	Paid by EFT # 33855		02/11/2020	02/11/2020	02/21/2020		02/21/2020	79.57
5185 - WhenToWork, INC	40026791-30- 12-2	18-BBCC-2020 Subscription	Paid by Check # 71270		02/11/2020	02/11/2020	02/21/2020		02/21/2020	200.00
Account <b>53910 - Dues and Subscriptions</b> Totals Invoice Transactions 2										<u>\$279.57</u>
Program <b>187500 - Banneker</b> Totals Invoice Transactions 10										<u>\$2,064.46</u>
Program <b>189000 - Operations</b>										
Account <b>52210 - Institutional Supplies</b>										
313 - Fastenal Company	INBLM216784	18-custodial supplies- shelter restrooms & PPE-1/23/20	Paid by EFT # 33804		02/11/2020	02/11/2020	02/21/2020		02/21/2020	775.48
Account <b>52210 - Institutional Supplies</b> Totals Invoice Transactions 1										<u>\$775.48</u>
Account <b>52230 - Garage and Motor Supplies</b>										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	302044	18-fuses, booster pack for the shop	Paid by EFT # 33920		02/11/2020	02/11/2020	02/21/2020		02/21/2020	125.72
Account <b>52230 - Garage and Motor Supplies</b> Totals Invoice Transactions 1										<u>\$125.72</u>
Account <b>52310 - Building Materials and Supplies</b>										
409 - Black Lumber Co. INC	K28527	18-lag bolts for mounting IT panels at SYP	Paid by EFT # 33754		02/11/2020	02/11/2020	02/21/2020		02/21/2020	22.80
53005 - Menards, INC	42449	18-motion activated LED security light for Rosehill garage	Paid by Check # 71257		02/11/2020	02/11/2020	02/21/2020		02/21/2020	44.99
53005 - Menards, INC	42743	18-3rd St Park Irrigation-valve box, elbows, valves,	Paid by Check # 71257		02/11/2020	02/11/2020	02/21/2020		02/21/2020	546.65
53005 - Menards, INC	36462	18-weldable sheet	Paid by Check # 71257		02/11/2020	02/11/2020	02/21/2020		02/21/2020	33.21



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>52310 - Building Materials and Supplies</b>										
53005 - Menards, INC	42021	18-Yellow rope, MDO 48X96	Paid by Check # 71257		02/11/2020	02/11/2020	02/21/2020		02/21/2020	64.99
365 - Rogers Group, INC	0713003142	18-Stone for dog park	Paid by EFT # 33909		02/11/2020	02/11/2020	02/21/2020		02/21/2020	43.20
Account <b>52310 - Building Materials and Supplies Totals</b>									Invoice Transactions 6	\$755.84
Account <b>52340 - Other Repairs and Maintenance</b>										
5415 - Allied Wholesale Electrical Supply, LLC	5544077	18-electrical & plumbing supplies- 1/30/20	Paid by EFT # 33738		02/11/2020	02/11/2020	02/21/2020		02/21/2020	604.20
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290013089	18-Replacement tires for various grounds keeping equip-	Paid by EFT # 33752		02/11/2020	02/11/2020	02/21/2020		02/21/2020	315.84
2823 - John Naylor Trucking, LLC	26118	18-40.73 tons #8's for Ferguson Dog Park	Paid by EFT # 33846		02/11/2020	02/11/2020	02/21/2020		02/21/2020	521.34
394 - Kleindorfer Hardware & Variety	679327	18-hex cap	Paid by EFT # 33854		02/11/2020	02/11/2020	02/21/2020		02/21/2020	2.70
53005 - Menards, INC	42232	18-supplies for Butler Park	Paid by Check # 71257		02/11/2020	02/11/2020	02/21/2020		02/21/2020	147.79
476 - Southern Indiana Parts, INC (Napa Auto Parts)	301609	18-belt for brush cutter	Paid by EFT # 33920		02/11/2020	02/11/2020	02/21/2020		02/21/2020	11.26
Account <b>52340 - Other Repairs and Maintenance Totals</b>									Invoice Transactions 6	\$1,603.13
Account <b>52420 - Other Supplies</b>										
818 - Everywhere Signs, LLC	55833	18-Replacement letter "K" for SYP Grimes Ln sign	Paid by EFT # 33803		02/11/2020	02/11/2020	02/21/2020		02/21/2020	110.00
818 - Everywhere Signs, LLC	55977	18-2-sided 24"x36" PVC sign for entrance @ RH Cemetery	Paid by EFT # 33803		02/11/2020	02/11/2020	02/21/2020		02/21/2020	170.00
818 - Everywhere Signs, LLC	55632	18-3"x9" replacement plaque for downtown tree	Paid by EFT # 33803		02/11/2020	02/11/2020	02/21/2020		02/21/2020	150.00
313 - Fastenal Company	INBLM216783	18-(30) cs dog waste bags (60,000 bags)	Paid by EFT # 33804		02/11/2020	02/11/2020	02/21/2020		02/21/2020	1,794.00
53005 - Menards, INC	43002	18-rug, storage cabinet, treated lumber	Paid by Check # 71257		02/11/2020	02/11/2020	02/21/2020		02/21/2020	270.94
53005 - Menards, INC	42784	18-2" galvanized DWV hangers-2	Paid by Check # 71257		02/11/2020	02/11/2020	02/21/2020		02/21/2020	2.78
53005 - Menards, INC	42021	18-Yellow rope, MDO 48X96	Paid by Check # 71257		02/11/2020	02/11/2020	02/21/2020		02/21/2020	24.99





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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	943578733963	18-Amazon Bagless Vacuum for Operations/Cemetery Offices	Paid by EFT # 33928		02/11/2020	02/11/2020	02/21/2020		02/21/2020	168.00
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 8	\$2,690.71
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	AT-34460	18-American Trails-webinar-R. Jania	Paid by Check # 71246		02/11/2020	02/11/2020	02/21/2020		02/21/2020	39.00
3560 - First Financial Bank / Credit Cards	305439	18-Spear-CPO Course-Marotz/Foddrill/Hollings worthy/Salisbury-3/11	Paid by Check # 71246		02/11/2020	02/11/2020	02/21/2020		02/21/2020	1,320.00
Account <b>53160 - Instruction</b> Totals									Invoice Transactions 2	\$1,359.00
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	7300101203022 020	18-electricity	Paid by Check # 71230		02/10/2020	02/10/2020	02/10/2020		02/10/2020	2,970.21
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$2,970.21
Account <b>53540 - Natural Gas</b>										
222 - Vectren	0252409732020 520	18-Natural Gas January Charges	Paid by Check # 71236		02/10/2020	02/10/2020	02/10/2020		02/10/2020	225.62
222 - Vectren	0255189474021 220	18-Natural Gas January Charges	Paid by Check # 71236		02/10/2020	02/10/2020	02/10/2020		02/10/2020	178.85
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 2	\$404.47
Account <b>53610 - Building Repairs</b>										
392 - Koorsen Fire & Security, INC	4945554	18-Bryan Park-November 2019 fire extinguisher serv annual	Paid by EFT # 33855		02/11/2020	02/11/2020	02/21/2020		02/21/2020	7.25
392 - Koorsen Fire & Security, INC	4945539	18-Winslow Goat Farm-Nov 2019 fire extinguisher serv annual	Paid by EFT # 33855		02/11/2020	02/11/2020	02/21/2020		02/21/2020	70.85
392 - Koorsen Fire & Security, INC	4945548	18-OP CTR-Nov 2019 fire extinguisher serv annual	Paid by EFT # 33855		02/11/2020	02/11/2020	02/21/2020		02/21/2020	60.50
392 - Koorsen Fire & Security, INC	4945546	18-Olcott Park-Nov 2019 fire extinguisher serv annual	Paid by EFT # 33855		02/11/2020	02/11/2020	02/21/2020		02/21/2020	60.50
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 4	\$199.10



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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
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>53650 - Other Repairs</b>										
244 - Bloomington Ford, INC	6174131	18- bodywork repairs for #878 (landscaping-water truck)	Paid by EFT # 33756		02/11/2020	02/11/2020	02/21/2020		02/21/2020	1,677.48
Account <b>53650 - Other Repairs</b> Totals									Invoice Transactions 1	\$1,677.48
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Aramark Uniform & Career Apparel Group, INC	1824225990	18-Uniform & mat cleaning services 1/29/20	Paid by EFT # 33741		02/11/2020	02/11/2020	02/21/2020		02/21/2020	21.27
19171 - Aramark Uniform & Career Apparel Group, INC	1824234952	18-Uniform & mat cleaning services for 2/5/20	Paid by EFT # 33741		02/11/2020	02/11/2020	02/21/2020		02/21/2020	29.52
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals									Invoice Transactions 2	\$50.79
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-00476098	18-Landfill January Service	Paid by EFT # 33726		02/10/2020	02/10/2020	02/10/2020		02/10/2020	527.55
6152 - K&S Rolloff, INC	43081	18-Clean fill load (old concrete footers from Crestmont fence)	Paid by EFT # 33849		02/11/2020	02/11/2020	02/21/2020		02/21/2020	350.00
Account <b>53950 - Landfill</b> Totals									Invoice Transactions 2	\$877.55
Account <b>54310 - Improvements Other Than Building</b>										
102 - Professional Contracting, LLC (Steve's Roofing)	17868	18-Griffy Boathouse Roof Repairs	Paid by EFT # 33897		02/11/2020	02/11/2020	02/21/2020		02/21/2020	9,800.00
Account <b>54310 - Improvements Other Than Building</b> Totals									Invoice Transactions 1	\$9,800.00
Program <b>189000 - Operations</b> Totals									Invoice Transactions 37	\$23,289.48
Program <b>189006 - Switchyard Property</b>										
Account <b>52420 - Other Supplies</b>										
818 - Everywhere Signs, LLC	55979	18 SYP two sandwich boards	Paid by EFT # 33803		02/11/2020	02/11/2020	02/21/2020		02/21/2020	350.00
138 - Gooldy & Sons, INC	S 04705	18 SYP Tray Stands, Tray, Bustub	Paid by EFT # 33816		02/11/2020	02/11/2020	02/21/2020		02/21/2020	198.50
394 - Kleindorfer Hardware & Variety	679175	18 SYP sheet metal screws, caulk	Paid by EFT # 33854		02/11/2020	02/11/2020	02/21/2020		02/21/2020	7.53
394 - Kleindorfer Hardware & Variety	679501	18 SYP gloves, safety goggles, battery	Paid by EFT # 33854		02/11/2020	02/11/2020	02/21/2020		02/21/2020	23.97
53005 - Menards, INC	42704	18- SYP Brackets and Shelving for SYP-P Janitors Closet	Paid by Check # 71257		02/11/2020	02/11/2020	02/21/2020		02/21/2020	87.84



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189006 - Switchyard Property</b>										
Account <b>52420 - Other Supplies</b>										
53005 - Menards, INC	42999	18-Shelving hardware, safety equipment, shop vac	Paid by Check # 71257		02/11/2020	02/11/2020	02/21/2020		02/21/2020	124.84
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 6	\$792.68
Account <b>52430 - Uniforms and Tools</b>										
798 - Winters Associates Promotional Products, INC	113121	18 SYP Polos Uniforms for SYP Staff	Paid by EFT # 33951		02/11/2020	02/11/2020	02/21/2020		02/21/2020	350.26
Account <b>52430 - Uniforms and Tools</b> Totals									Invoice Transactions 1	\$350.26
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	7300101203022020	18-electricity	Paid by Check # 71230		02/10/2020	02/10/2020	02/10/2020		02/10/2020	1,868.92
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$1,868.92
Account <b>53540 - Natural Gas</b>										
222 - Vectren	0256043968021220	18-Natural Gas January Charges	Paid by Check # 71236		02/10/2020	02/10/2020	02/10/2020		02/10/2020	162.53
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	\$162.53
Account <b>53990 - Other Services and Charges</b>										
912 - Central Security Systems, INC	462973	18-Security monitoring at Switchyard Park 3/1/20 - 5/31/20	Paid by EFT # 33771		02/11/2020	02/11/2020	02/21/2020		02/21/2020	147.00
912 - Central Security Systems, INC	462833	18-Installation of cell communicator to fire alarm panel	Paid by EFT # 33771		02/11/2020	02/11/2020	02/21/2020		02/21/2020	395.00
912 - Central Security Systems, INC	462893	18-Commerical monitoring 11/15/19-2/29/20	Paid by EFT # 33771		02/11/2020	02/11/2020	02/21/2020		02/21/2020	173.13
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 3	\$715.13
Program <b>189006 - Switchyard Property</b> Totals									Invoice Transactions 12	\$3,889.52
Program <b>189500 - Landscaping</b>										
Account <b>52220 - Agricultural Supplies</b>										
394 - Kleindorfer Hardware & Variety	678860	18- straw	Paid by EFT # 33854		02/11/2020	02/11/2020	02/21/2020		02/21/2020	39.00
Account <b>52220 - Agricultural Supplies</b> Totals									Invoice Transactions 1	\$39.00
Account <b>52410 - Books</b>										
7204 - Purdue University	400050154	18- training manual for Category 3a pesticide applicator licens	Paid by EFT # 33900		02/11/2020	02/11/2020	02/21/2020		02/21/2020	38.35
Account <b>52410 - Books</b> Totals									Invoice Transactions 1	\$38.35



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<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189500 - Landscaping</b>										
Account <b>52420 - Other Supplies</b>										
4660 - A.M. Leonard, INC	CI20004170	18-Landscaping trash bags	Paid by EFT # 33733		02/11/2020	02/11/2020	02/21/2020		02/21/2020	129.94
651 - Engraving & Stamp Center, INC	35045	18- nameplates for Marie Becker and Jon Behrman	Paid by EFT # 33799		02/11/2020	02/11/2020	02/21/2020		02/21/2020	48.76
394 - Kleindorfer Hardware & Variety	679961	18-materials for pesticide room at Ops	Paid by EFT # 33854		02/11/2020	02/11/2020	02/21/2020		02/21/2020	7.58
53005 - Menards, INC	43163	18-knee cushion	Paid by Check # 71257		02/11/2020	02/11/2020	02/21/2020		02/21/2020	34.93
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 4	\$221.21
Account <b>53130 - Medical</b>										
231 - Indiana University Health Bloomington, INC	00102157-00	18-Hearing tests, Hep B vaccines & DOT drug screenings	Paid by EFT # 33835		02/11/2020	02/11/2020	02/21/2020		02/21/2020	121.00
Account <b>53130 - Medical</b> Totals									Invoice Transactions 1	\$121.00
Account <b>53950 - Landfill</b>										
908 - JB Salvage (Westside Auto Parts)	7479	18-Landfill January Service (Adams St yardwaste)	Paid by EFT # 33845		02/11/2020	02/11/2020	02/21/2020		02/21/2020	225.00
60 - Monroe County Solid Waste Management District	2020-13	18-Disposal of (17) containers of old pesticides	Paid by Check # 71259		02/11/2020	02/11/2020	02/21/2020		02/21/2020	60.69
Account <b>53950 - Landfill</b> Totals									Invoice Transactions 2	\$285.69
Program <b>189500 - Landscaping</b> Totals									Invoice Transactions 9	\$705.25
Program <b>189501 - Cemeteries</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	7300101203022 020	18-electricity	Paid by Check # 71230		02/10/2020	02/10/2020	02/10/2020		02/10/2020	375.57
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$375.57
Account <b>53540 - Natural Gas</b>										
222 - Vectren	2150190557020 720	18-Natural Gas January Charges	Paid by Check # 71236		02/10/2020	02/10/2020	02/10/2020		02/10/2020	44.48
222 - Vectren	2154628249020 720	18-Natural Gas January Charges	Paid by Check # 71236		02/10/2020	02/10/2020	02/10/2020		02/10/2020	37.99
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 2	\$82.47
Program <b>189501 - Cemeteries</b> Totals									Invoice Transactions 3	\$458.04



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189503 - Urban Forestry</b>										
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	642305	18-staplers, staples	Paid by EFT # 33854		02/11/2020	02/11/2020	02/21/2020		02/21/2020	24.18
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$24.18
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	1221283113	18-Arborist Assoc-Registration fee-Hatch/Smith/Prince	Paid by Check # 71246		02/11/2020	02/11/2020	02/21/2020		02/21/2020	1,076.01
Account <b>53160 - Instruction</b> Totals									Invoice Transactions 1	\$1,076.01
Program <b>189503 - Urban Forestry</b> Totals									Invoice Transactions 2	\$1,100.19
Department <b>18 - Parks &amp; Recreation</b> Totals									Invoice Transactions 146	\$148,350.35
Fund <b>200 - Parks and Recreation Gen (S1301)</b> Totals									Invoice Transactions 146	\$148,350.35
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Account <b>10002.1 - Petty Cash / Cash Change Cash Change</b>										
205 - City Of Bloomington	20-18BCC	18-Change fund Baneker Carnival	Paid by Check # 71243		02/11/2020	02/11/2020	02/21/2020		02/21/2020	50.00
Account <b>10002.1 - Petty Cash / Cash Change Cash Change</b> Totals									Invoice Transactions 1	\$50.00
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181001 - Health &amp; Wellness</b>										
Account <b>53720 - Building Rental</b>										
205 - City Of Bloomington	18-201450-2020-1	18-January 2020 Jazzercise rental	Paid by Check # 71244		02/11/2020	02/11/2020	02/21/2020		02/21/2020	57.50
Account <b>53720 - Building Rental</b> Totals									Invoice Transactions 1	\$57.50
Program <b>181001 - Health &amp; Wellness</b> Totals									Invoice Transactions 1	\$57.50
Program <b>181100 - Marketing</b>										
Account <b>53990 - Other Services and Charges</b>										
4624 - BuffaLouie's At The Gables	130006	18-food service for Business After Hours-1/31/2020	Paid by EFT # 33762		02/11/2020	02/11/2020	02/21/2020		02/21/2020	2,070.88
53005 - Menards, INC	42438	18-lemonade mix for Business After Hours-2	Paid by Check # 71257		02/11/2020	02/11/2020	02/21/2020		02/21/2020	7.58
4201 - One World Catering & Events (Lennie's, INC)	E10697	18-Switchyard Park logo cookies for Business After Hours	Paid by EFT # 33886		02/11/2020	02/11/2020	02/21/2020		02/21/2020	437.50
5819 - Synchrony Bank	7879	18-non-alcoholic drink service for Business After Hours	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	113.76
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 4	\$2,629.72
Program <b>181100 - Marketing</b> Totals									Invoice Transactions 4	\$2,629.72



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182500 - Frank Southern Center</b>										
Account <b>43230 - General Admissions</b>										
Mironda Carpenter	2020-00000146	18-Refunds	Paid by Check # 71274		02/11/2020	02/11/2020	02/21/2020		02/21/2020	93.20
Account <b>43230 - General Admissions</b> Totals									Invoice Transactions 1	<u>\$93.20</u>
Account <b>52420 - Other Supplies</b>										
4550 - Crown Awards	34443519	18- House Hockey Trophies	Paid by EFT # 33787		02/11/2020	02/11/2020	02/21/2020		02/21/2020	697.16
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	<u>\$697.16</u>
Account <b>53940 - Temporary Contractual Employee</b>										
5384 - Kyle Calvert	02052020	18-Youth House Hockey Official-1/22, 1/29 & 2/5/2020	Paid by EFT # 33765		02/11/2020	02/11/2020	02/21/2020		02/21/2020	132.00
Account <b>53940 - Temporary Contractual Employee</b> Totals									Invoice Transactions 1	<u>\$132.00</u>
Program <b>182500 - Frank Southern Center</b> Totals									Invoice Transactions 3	<u>\$922.36</u>
Program <b>182501 - Frank Southern Center Concession</b>										
Account <b>52230 - Garage and Motor Supplies</b>										
9269 - Ferguson Facilities Supply, HP Products #3400	0046654	18 - FSC Coffee Cups	Paid by EFT # 33806		02/11/2020	02/11/2020	02/21/2020		02/21/2020	240.12
4099 - Gold Medal Products CO.	156483	18 - FSC Popcorn and Nacho Cheese	Paid by EFT # 33815		02/11/2020	02/11/2020	02/21/2020		02/21/2020	82.90
Account <b>52230 - Garage and Motor Supplies</b> Totals									Invoice Transactions 2	<u>\$323.02</u>
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4610 - Hopscotch Coffee, LLC	3630	18 - FSC Coffee Beans- 15 bags-2/3/20	Paid by EFT # 33831		02/11/2020	02/11/2020	02/21/2020		02/21/2020	150.00
5819 - Synchrony Bank	8011	18 - FSC Concession/Cleaning Supplies	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	123.54
5819 - Synchrony Bank	8468	18 - FSC Concession/Cleaning Supplies	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	152.40
5819 - Synchrony Bank	8277	18 - FSC Concession/Cleaning Supplies-candy, snacks	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	397.84
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals									Invoice Transactions 4	<u>\$823.78</u>
Account <b>53940 - Temporary Contractual Employee</b>										
7175 - Devan Mackellar	020920	18 - Adult Hockey League Official	Paid by EFT # 33864		02/11/2020	02/11/2020	02/21/2020		02/21/2020	40.00
6697 - Samuel Markwood	020920	18 - Adult Hockey League Official	Paid by EFT # 33866		02/11/2020	02/11/2020	02/21/2020		02/21/2020	66.00
7173 - Justin Newey	020920	18 - Adult Hockey League Official	Paid by EFT # 33881		02/11/2020	02/11/2020	02/21/2020		02/21/2020	24.00
Account <b>53940 - Temporary Contractual Employee</b> Totals									Invoice Transactions 3	<u>\$130.00</u>



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182501 - Frank Southern Center Concession</b>										
Account <b>53990 - Other Services and Charges</b>										
5335 - Shield Protection Solutions, LLC	2125	18 - FSC IUD2 Game Security	Paid by EFT # 33914		02/11/2020	02/11/2020	02/21/2020		02/21/2020	336.00
5335 - Shield Protection Solutions, LLC	2117	18 - FSC IUD2 Game Security-1/31/20-2 officers-8 hrs	Paid by EFT # 33914		02/11/2020	02/11/2020	02/21/2020		02/21/2020	168.00
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions 2		\$504.00
Program <b>182501 - Frank Southern Center Concession</b> Totals								Invoice Transactions 11		\$1,780.80
Program <b>183500 - Golf Services</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
5969 - Coca Cola Bottling CO. Consolidated	2054203760	18 - Cascades Bottled Drinks	Paid by EFT # 33778		02/11/2020	02/11/2020	02/21/2020		02/21/2020	121.79
5969 - Coca Cola Bottling CO. Consolidated	2054203761	18 - Cascades Bottled Drinks	Paid by EFT # 33778		02/11/2020	02/11/2020	02/21/2020		02/21/2020	82.00
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals								Invoice Transactions 2		\$203.79
Program <b>183500 - Golf Services</b> Totals								Invoice Transactions 2		\$203.79
Program <b>183501 - Golf Course - Pro Shop</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4072 - Acushnet Company	908582571	18 - Golf Club	Paid by Check # 71239		02/11/2020	02/11/2020	02/21/2020		02/21/2020	273.55
4072 - Acushnet Company	908582572	18-Golf Club	Paid by Check # 71239		02/11/2020	02/11/2020	02/21/2020		02/21/2020	272.91
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals								Invoice Transactions 2		\$546.46
Program <b>183501 - Golf Course - Pro Shop</b> Totals								Invoice Transactions 2		\$546.46
Program <b>184500 - Youth Services -Juke Box</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	7300101203022 020	18-electricity	Paid by Check # 71230		02/10/2020	02/10/2020	02/10/2020		02/10/2020	201.36
Account <b>53510 - Electrical Services</b> Totals								Invoice Transactions 1		\$201.36
Account <b>53540 - Natural Gas</b>										
222 - Vectren	7953530485021 220	18-Natural Gas January Charges	Paid by Check # 71236		02/10/2020	02/10/2020	02/10/2020		02/10/2020	136.16
Account <b>53540 - Natural Gas</b> Totals								Invoice Transactions 1		\$136.16
Program <b>184500 - Youth Services -Juke Box</b> Totals								Invoice Transactions 2		\$337.52
Program <b>184501 - Youth Services-Kid City Camps</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	4663700178	18-Cell Phone holders for Vehicles 860 & 862	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	83.56
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions 1		\$83.56
Program <b>184501 - Youth Services-Kid City Camps</b> Totals								Invoice Transactions 1		\$83.56



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>43410 - Advertising</b>										
6385 - RTU, INC (Cartvertising)	SN1666100	18- TLRC Advertising on Kroger North Shopping Carts- 1/18/20	Paid by Check # 71262		02/11/2020	02/11/2020	02/21/2020		02/21/2020	408.33
Account <b>43410 - Advertising Totals</b>									Invoice Transactions 1	\$408.33
Account <b>52210 - Institutional Supplies</b>										
9269 - Ferguson Facilities Supply, HP Products #3400	0056813	18-TLRC-roll paper towels	Paid by EFT # 33806		02/11/2020	02/11/2020	02/21/2020		02/21/2020	445.80
9269 - Ferguson Facilities Supply, HP Products #3400	0049537	18 - TLRC Facility Institutional Supplies	Paid by EFT # 33806		02/11/2020	02/11/2020	02/21/2020		02/21/2020	1,866.22
5819 - Synchrony Bank	1090	18 - TLRC Facility Institutional Supplies	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	31.92
5819 - Synchrony Bank	7880	18-TLRC-drum liners, Glade auto	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	173.48
Account <b>52210 - Institutional Supplies Totals</b>									Invoice Transactions 4	\$2,517.42
Account <b>52430 - Uniforms and Tools</b>										
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93273	18- TLRC Staff Shirts	Paid by EFT # 33930		02/11/2020	02/11/2020	02/21/2020		02/21/2020	906.00
Account <b>52430 - Uniforms and Tools Totals</b>									Invoice Transactions 1	\$906.00
Account <b>53320 - Advertising</b>										
818 - Everywhere Signs, LLC	55909	18-Hoosier Heights banner for TLRC	Paid by EFT # 33803		02/11/2020	02/11/2020	02/21/2020		02/21/2020	192.00
Account <b>53320 - Advertising Totals</b>									Invoice Transactions 1	\$192.00
Account <b>53410 - Liability / Casualty Premiums</b>										
1847 - Hylant of Indianapolis, LLC	240493A	10-Property Package Renewal-1/1/20-1/1/21 -Policy #ES275	Paid by EFT # 33833		02/10/2020	02/10/2020	02/10/2020		02/21/2020	18,422.00
Account <b>53410 - Liability / Casualty Premiums Totals</b>									Invoice Transactions 1	\$18,422.00
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	7300101203022 020	18-electricity	Paid by Check # 71230		02/10/2020	02/10/2020	02/10/2020		02/10/2020	4,993.14
Account <b>53510 - Electrical Services Totals</b>									Invoice Transactions 1	\$4,993.14
Account <b>53540 - Natural Gas</b>										
222 - Vectren	0252765623020 517	18-Natural Gas January Charges	Paid by Check # 71236		02/10/2020	02/10/2020	02/10/2020		02/10/2020	488.96
Account <b>53540 - Natural Gas Totals</b>									Invoice Transactions 1	\$488.96
Account <b>53610 - Building Repairs</b>										
53657 - Plymate, INC	2901814	18 - TLRC Entry Mat Service	Paid by EFT # 33895		02/11/2020	02/11/2020	02/21/2020		02/21/2020	75.99
Account <b>53610 - Building Repairs Totals</b>									Invoice Transactions 1	\$75.99
Program <b>185000 - Twin Lakes Recreation Center Totals</b>									Invoice Transactions 11	\$28,003.84





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Fund <b>201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
13007 - Valeria A Decastro	02042020	18- TLRC Group Exercise Instructor-1/28 & 2/4/20	Paid by EFT # 33791		02/11/2020	02/11/2020	02/21/2020		02/21/2020	62.50
7207 - Ayaa Elgoharry	02062020	18- TLRC Group Exercise Instructor-1/30 & 2/6/20	Paid by EFT # 33796		02/11/2020	02/11/2020	02/21/2020		02/21/2020	100.00
5274 - Catherine T Gossett	02062020	18- TLRC Group Exercise Instructor-1/27-2/6/20	Paid by EFT # 33817		02/11/2020	02/11/2020	02/21/2020		02/21/2020	431.25
6602 - Pendah Jallow	02042020	18- TLRC Group Exercise Instructor-1/28, 1/30 & 2/4/20	Paid by EFT # 33844		02/11/2020	02/11/2020	02/21/2020		02/21/2020	90.00
7085 - Anna Khachatryan	02042020	18- TLRC Group Exercise Instructor-1/27-2/4/20	Paid by EFT # 33851		02/11/2020	02/11/2020	02/21/2020		02/21/2020	150.00
1336 - Kristy L LeVert	020620	18-TLRC Fitness Specialist	Paid by EFT # 33860		02/11/2020	02/11/2020	02/21/2020		02/21/2020	125.00
7086 - Rivkah L Moore	01292020	18- TLRC Group Exercise Instructor-1/29/20	Paid by EFT # 33874		02/11/2020	02/11/2020	02/21/2020		02/21/2020	50.00
5007 - Emeline P O'Connor	02042020	18- TLRC Group Exercise Instructor-1/27-2/4/20	Paid by EFT # 33884		02/11/2020	02/11/2020	02/21/2020		02/21/2020	187.50
14093 - Allana Radecki	02052020	18- TLRC Group Exercise Instructor-1/24-2/5/20	Paid by EFT # 33903		02/11/2020	02/11/2020	02/21/2020		02/21/2020	375.00
1973 - Megan M Stark	02072020	18-TLRC-Personal Training Pay-Contractual-1/27-2/7/20	Paid by EFT # 33924		02/11/2020	02/11/2020	02/21/2020		02/21/2020	475.00
Account <b>53940 - Temporary Contractual Employee</b> Totals							Invoice Transactions 10		<div>\$2,046.25</div>	
Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals							Invoice Transactions 10		<div>\$2,046.25</div>	
Program <b>185003 - TLRC-Basketball</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
7184 - Larry Branam	012920	18-Basketball Official-1/28 & 1/29/20	Paid by EFT # 33760		02/11/2020	02/11/2020	02/21/2020		02/21/2020	100.00
20105 - Brandon B Chambers	020320	18-Basketball Official-1/27-2/3/20-50 hrs	Paid by EFT # 33772		02/11/2020	02/11/2020	02/21/2020		02/21/2020	1,000.00
7265 - Mason Grout	02052020	18-Future Stars Basketball Instructor-1/29 & 2/5/20	Paid by EFT # 33821		02/11/2020	02/11/2020	02/21/2020		02/21/2020	36.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
5005 - Jon Mitchel Hillenburg	012820	18-Basketball Official-1/28/20	Paid by EFT # 33827		02/11/2020	02/11/2020	02/21/2020		02/21/2020	60.00
5736 - John Justis	012720	18-Basketball Official-1/27/20	Paid by EFT # 33847		02/11/2020	02/11/2020	02/21/2020		02/21/2020	60.00
6285 - Peter LaMagna	013020	18-Basketball Official-1/28, 1/29 & 1/30/20	Paid by EFT # 33856		02/11/2020	02/11/2020	02/21/2020		02/21/2020	140.00
6240 - Timothy A Lemper	012920	18-Basketball Official-1/27 & 1/29/20	Paid by EFT # 33859		02/11/2020	02/11/2020	02/21/2020		02/21/2020	100.00
6741 - William Pahl	013020	18-Basketball Official-1/28 & 1/30/20	Paid by EFT # 33888		02/11/2020	02/11/2020	02/21/2020		02/21/2020	80.00
7156 - Anthony Sipes	012920	18-Basketball Official-1/27 & 1/29/20	Paid by EFT # 33916		02/11/2020	02/11/2020	02/21/2020		02/21/2020	80.00
7155 - Michael Scott Thompson	013020	18-Basketball Official-1/28 & 1/30/20	Paid by EFT # 33937		02/11/2020	02/11/2020	02/21/2020		02/21/2020	80.00
7126 - Mickayla Wenzel	013020	18-Basketball Official-1/27 & 1/30/20	Paid by EFT # 33946		02/11/2020	02/11/2020	02/21/2020		02/21/2020	80.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 11			\$1,816.00
Program 185003 - TLRC-Basketball Totals							Invoice Transactions 11			\$1,816.00
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5969 - Coca Cola Bottling CO. Consolidated	6801209702	18 - TLRC Concessions Beverage Purchase	Paid by EFT # 33778		02/11/2020	02/11/2020	02/21/2020		02/21/2020	1,025.46
4099 - Gold Medal Products CO.	156482	18 - TLRC Concession Item Purchase	Paid by EFT # 33815		02/11/2020	02/11/2020	02/21/2020		02/21/2020	363.40
5819 - Synchrony Bank	1091	18 - TLRC Concession Item Purchase	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	184.60
5819 - Synchrony Bank	1588	18 - TLRC Concession Item Purchase	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	293.66
5819 - Synchrony Bank	1621	18 - TLRC Concession Item Purchase	Paid by Check # 71266		02/11/2020	02/11/2020	02/21/2020		02/21/2020	113.11
21145 - Sysco USA III, LLC	238187824	18 - TLRC Concession Item Purchase	Paid by EFT # 33929		02/11/2020	02/11/2020	02/21/2020		02/21/2020	955.58
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 6			\$2,935.81
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 6			\$2,935.81
Program 186500 - Community Events										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	Walmart-1/27/20	18-Walmart-whiptopping, marshmallows, milk	Paid by Check # 71246		02/11/2020	02/11/2020	02/21/2020		02/21/2020	23.43



# Board of Parks & Recreation Claim Register

Invoice Date Range 02/08/20 - 02/21/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	586595463945	18-Amazon Supplies for Seusspicious Behavior & Flurry Scurry	Paid by EFT # 33928		02/11/2020	02/11/2020	02/21/2020		02/21/2020	55.37
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions 2		\$78.80
Program <b>186500 - Community Events</b> Totals								Invoice Transactions 2		\$78.80
Program <b>186502 - Community Events-Gardens</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
6592 - Christopher Salem Willard	02052020	18-Garden Class Instruction-2/5/2020-3 hrs	Paid by EFT # 33950		02/11/2020	02/11/2020	02/21/2020		02/21/2020	90.00
Account <b>53940 - Temporary Contractual Employee</b> Totals								Invoice Transactions 1		\$90.00
Program <b>186502 - Community Events-Gardens</b> Totals								Invoice Transactions 1		\$90.00
Program <b>186503 - Community Events-Farmers' Market</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	815486	18-Purdue Extension-conf. registration fee-S. Mullin	Paid by Check # 71246		02/11/2020	02/11/2020	02/21/2020		02/21/2020	75.00
Account <b>53160 - Instruction</b> Totals								Invoice Transactions 1		\$75.00
Program <b>186503 - Community Events-Farmers' Market</b> Totals								Invoice Transactions 1		\$75.00
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>52420 - Other Supplies</b>										
798 - Winters Associates Promotional Products, INC	113120	18- TLSP 2019 Fall Adult Softball T-Shirt Reorder	Paid by EFT # 33951		02/11/2020	02/11/2020	02/21/2020		02/21/2020	157.56
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions 1		\$157.56
Program <b>187001 - Adult Sports-Softball</b> Totals								Invoice Transactions 1		\$157.56
Program <b>189006 - Switchyard Property</b>										
Account <b>54440 - Motor Equipment</b>										
6889 - Professional Golfcar Corporation	01-8082	18 SYP two electric golf carts for SYP use	Paid by EFT # 33898		02/11/2020	02/11/2020	02/21/2020		02/21/2020	20,990.00
Account <b>54440 - Motor Equipment</b> Totals								Invoice Transactions 1		\$20,990.00
Program <b>189006 - Switchyard Property</b> Totals								Invoice Transactions 1		\$20,990.00
Department <b>18 - Parks &amp; Recreation</b> Totals								Invoice Transactions 70		\$62,754.97
Fund <b>201 - Parks and Rec Non Reverting</b> Totals								Invoice Transactions 71		\$62,804.97



# Board of Parks & Recreation Claim Register

Invoice Date Range 02/08/20 - 02/21/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 977 - Parks 2016 GO Bond Proceeds										
Department 18 - Parks & Recreation										
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP										
Account 54510 - Other Capital Outlays										
249 - Crider And Crider, INC	CriderAp5Waldr o	18- Waldron, Hill, Buskirk Park Rehabilitation Construction	Paid by EFT # 33786		02/11/2020	02/11/2020	02/21/2020		02/21/2020	20,276.12
18844 - First Financial Bank, N.A.	CriderAp5Waldr	18- Retainage for Waldron, Hill, Buskirk Park Rehabilitation	Paid by Check # 71248		02/11/2020	02/11/2020	02/21/2020		02/21/2020	1,067.16
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 2		<u>\$21,343.28</u>	
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals							Invoice Transactions 2		<u>\$21,343.28</u>	
Department 18 - Parks & Recreation Totals							Invoice Transactions 2		<u>\$21,343.28</u>	
Fund 977 - Parks 2016 GO Bond Proceeds Totals							Invoice Transactions 2		<u>\$21,343.28</u>	
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
19741 - Mader Design, LLC	1089	18- Griffy Lake Loop Trail Design-inv date 1/31/20	Paid by EFT # 33865		02/11/2020	02/11/2020	02/21/2020		02/21/2020	3,000.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 1		<u>\$3,000.00</u>	
Program 18018B - Griffy Loop Trail Lower Cascades Totals							Invoice Transactions 1		<u>\$3,000.00</u>	
Department 18 - Parks & Recreation Totals							Invoice Transactions 1		<u>\$3,000.00</u>	
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions 1		<u>\$3,000.00</u>	
Grand Totals							Invoice Transactions 220		<u>\$235,498.60</u>	

## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/31/2020	Payroll				129,040.97
					<u>129,040.97</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 \$ 129,040.97

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
2/14/2020	Payroll				131,955.94
					<u>131,955.94</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 \$ 131,955.94

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 \_\_\_\_\_



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2020-00002044	BA	GL	02/07/2020	Budget Amendment				
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount			
02/07/2020	201-18-189006-52420	Other Supplies	Budget Amendment		200.00	.00			
02/07/2020	201-18-189006-53990	Other Services and Charges	Budget Amendment		600.00	.00			
02/07/2020	201-18-189006-54440	Motor Equipment	Budget Amendment		21,000.00	.00			
02/07/2020	201-18-G17014-51120	Salaries and Wages - Temporary	Budget Amendment		4,870.00	.00			
02/07/2020	201-18-G17014-51210	FICA	Budget Amendment		650.00	.00			
02/07/2020	201-18-G17014-52420	Other Supplies	Budget Amendment		4,415.75	.00			
02/07/2020	201-18-G20001-54440	Motor Equipment	Budget Amendment		40,000.00	.00			
02/07/2020	201-18-G20002-51120	Salaries and Wages - Temporary	Budget Amendment		14,776.00	.00			
02/07/2020	201-18-G20002-51210	FICA	Budget Amendment		1,224.00	.00			
02/07/2020	201-18-G20002-52420	Other Supplies	Budget Amendment		42,500.00	.00			
02/07/2020	201-18-G20002-54450	Equipment	Budget Amendment		45,100.00	.00			
02/07/2020	201-18-G20002-53610	Building Repairs	Budget Amendment		67,000.00	.00			
02/07/2020	201-18-G20002-54440	Motor Equipment	Budget Amendment		19,000.00	.00			
02/07/2020	201-18-G20002-53990	Other Services and Charges	Budget Amendment		10,000.00	.00			
02/07/2020	201-18-189006-53990	Other Services and Charges	Budget Amendment		1,200.00	.00			
					Number of Entries: 15	\$272,535.75	\$272,535.75	\$272,535.75	\$272,535.75



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2020-00002049	BA	GL	02/07/2020	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>
						02/07/2020	201-18-G19012-51120	Salaries and Wages - Temporary	Budget Amendment
									28,102.40
						02/07/2020	201-18-G19012-51210	FICA	Budget Amendment
									2,150.40
						Number of Entries: 2			
									\$30,252.80
									\$0.00





# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2020-00002707	BA	GL	02/18/2020	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>
02/18/2020	201-18-187503-54440	Motor Equipment			Budget Amendment			2,500.00	.00
Number of Entries: 1								\$2,500.00	\$ .00

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2019	2019	2019	2019	2020	2020	2020	
January	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	January	to date	Budget	January	to date	change
<b>General Fund</b>								
Administration	754,420	758,283	170,514	22.49%	737,200	135,580	18.39%	-20.49%
Health & Wellness	82,869	81,370	10,675	13.12%	107,016	11,906	11.13%	11.53%
Community Relations	460,058	438,510	26,598	6.07%	487,964	57,383	5.45%	115.74%
Aquatics	312,312	313,737	7,486	2.39%	378,257	5,287	1.40%	-29.37%
Frank Southern Center	359,863	325,424	44,364	13.63%	381,828	53,965	14.13%	21.64%
Golf Services	1,010,569	989,556	300,812	30.40%	706,904	51,912	7.34%	-82.74%
Natural Resources	396,163	344,801	24,907	7.22%	388,562	33,026	8.50%	32.60%
Youth Programs	64,888	69,539	6,547	9.41%	62,293	9,147	14.68%	39.72%
TLRC	287,976	286,763	31,346	10.93%	294,799	39,264	13.32%	25.26%
Community Events	407,645	387,801	40,968	10.56%	405,346	56,441	13.92%	37.77%
Adult Sports	242,956	263,260	16,513	6.27%	286,511	20,648	7.21%	25.04%
Youth Sports	225,060	228,014	15,398	6.75%	295,022	17,075	5.79%	10.89%
BBCC	320,540	308,233	30,129	9.77%	444,450	46,863	10.54%	55.54%
Inclusive Recreation	82,561	80,708	5,981	7.41%	86,491	7,725	8.93%	29.16%
Operations	1,964,968	1,766,848	118,577	6.71%	1,979,870	159,804	8.07%	34.77%
Switchyard Property	47,452	47,202	1,429	3.03%	256,821	13,560	5.28%	849.23%
Landscaping	475,315	440,698	22,396	5.08%	613,368	41,731	6.80%	86.33%
Cemeteries	184,917	191,517	13,712	7.16%	211,863	17,810	8.41%	29.88%
Urban Forestry	569,707	657,294	29,856	4.54%	514,292	34,201	6.65%	14.56%
<b>General Fund total:</b>	<b>7,495,818</b>	<b>7,979,559</b>	<b>918,206</b>	<b>11.51%</b>	<b>8,638,857</b>	<b>813,328</b>	<b>9.41%</b>	<b>-11.42%</b>
<b>Non-Reverting Fund</b>								
Administration	14,150	6,180	2,127	34.42%	14,650	2,032	13.87%	-4.48%
Health & Wellness	1,376	1,961	0	0.00%	1,650	1	0.06%	0.00%
Community Relations	5,350	3,924	0	0.00%	5,350	0	0.00%	0.00%
Aquatics	61,716	98,130	0	0.00%	81,959	0	0.00%	0.00%
Frank Southern Center	93,697	104,544	6,276	6.00%	86,859	8,774	10.10%	39.81%
Golf Services	70,000	236,525	0	0.00%	168,852	0	0.00%	0.00%
Natural Resources	63,029	29,777	388	1.30%	65,429	27,954	42.72%	0.00%
Youth Programs	213,180	153,132	6,045	3.95%	238,025	3,784	1.59%	-37.40%
*TLRC - day to day	454,998	513,349	22,813	4.44%	570,919	32,579	5.71%	42.81%
Community Events	184,027	189,206	11,761	6.22%	250,680	19,898	7.94%	69.18%
Adult Sports	128,905	159,548	434	0.27%	140,331	1,748	1.25%	302.99%
Youth Sports	8,919	53,273	886	1.66%	9,482	0	0.00%	-100.00%
BBCC	1,610	4,903	335	6.84%	41,962	0	0.00%	-100.00%
Inclusive Recreation	0	0	6	0.00%	0	0	0.00%	0.00%
Operations	49,610	56,605	0	0.00%	42,610	0	0.00%	0.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	0	12,737	70	0.55%	27,577	1,290	4.68%	1736.19%
Landscaping (CCC Prop.)	0	6,883	0	0.00%	6,150	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	6,150	0	0	0.00%	0	0	0.00%	0.00%
<b>N-R Fund subtotal:</b>	<b>1,356,717</b>	<b>1,630,677</b>	<b>51,141</b>	<b>3.14%</b>	<b>1,752,484</b>	<b>98,060</b>	<b>5.60%</b>	<b>91.74%</b>
TLRC - bond	475,963	475,963	239,294	50.28%	482,000	0	0.00%	-100.00%
<b>N-R Fund total:</b>	<b>1,832,680</b>	<b>2,106,640</b>	<b>290,435</b>	<b>13.79%</b>	<b>2,234,484</b>	<b>98,060</b>	<b>4.39%</b>	<b>-66.24%</b>
<b>Other Misc Funds</b>								
15-16 MCCSC 21st Com Learn Cnt Grant					884			
16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn			97					
18-19 MCCSC 21st Com Learn			1,873					
19-20 MCCSC 21st Com Learn						2,996		
Community Banneker Bus								
G14006 Out-of School Prg.								
G15008 Summer Food Prg.					11,115			
G15009 Nature Days S/Star								
Griffy Lake Nature Day								
Wapehani I-69 Mitigation								
Leonard Springs Nature								

Banneker Nature Day								
DNR Grant								
Kaboom Play								
Youth & Adolescent Phy Act					9,936			
Goat Farm								
Giffy LARE								
<b>Other Misc Funds total:</b>	<b>0</b>	<b>0</b>	<b>1,970</b>	0.00%	<b>21,935</b>	<b>2,996</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,328,497</b>	<b>10,086,198</b>	<b>1,210,611</b>	<b>12.00%</b>	<b>10,895,276</b>	<b>914,384</b>	8.39%	<b>-24.47%</b>

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues January 2020								
	2019	2019	2019	2019	2020	2020	2020	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	<u>Budget</u>	<u>for year</u>	<u>January</u>	<u>to date</u>	<u>for year</u>	<u>January</u>	<u>to date</u>	<u>change</u>
<b>General Fund</b>								
Taxes/Misc Revenue	6,457,949	6,573,549	6,573,549	100.00%	6,513,025	6,513,025	100.00%	0.00%
Administration	500	3,090	429	0.00%	500	0	0.00%	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	198,000	193,191	0	0.00%	186,000	0	0.00%	0.00%
Frank Southern	201,300	223,101	49,728	8.74%	199,300	28,624	14.36%	-42.44%
Golf Services	619,500	569,031	4,268	0.00%	599,500	5,644	0.94%	32.23%
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	11,500	11,175	345	0.69%	12,165	300	2.47%	-13.04%
Adult Sports	51,000	49,965	0	0.00%	54,000	0	0.00%	0.00%
Youth Sports	30,000	41,769	-106	-0.82%	30,500	-45	-0.15%	-57.79%
BBCC	12,000	13,010	100	18.81%	15,000	-257	-1.72%	-356.24%
Operations	0	534	0	0.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	33,725	30,525	4,375	0.00%	32,525	2,175	6.69%	-50.29%
Urban Forestry		0	0	0.00%			0.00%	0.00%
G17011 Urban Forestry	0	0	0	0.00%			0.00%	0.00%
<b>Subtotal Program Rev</b>	<b>1,157,025</b>	<b>1,132,300</b>	<b>59,139</b>	<b>5.22%</b>	<b>1,129,490</b>	<b>36,441</b>	<b>3.23%</b>	<b>-38.38%</b>
<b>General Fund Total</b>	<b>7,615,474</b>	<b>7,708,939</b>	<b>6,632,688</b>	<b>86.04%</b>	<b>7,642,515</b>	<b>6,549,466</b>	<b>85.70%</b>	<b>-1.25%</b>
<b>Non-Reverting Fund</b>								
Administration	40,600	34,800	6,869	19.74%	35,600	6,510	18.29%	-5.22%
Health & Wellness	4,840	2,350	56	2.38%	3,915	0	0.00%	-100.00%
Community Relations	5,400	2,400	0	0.00%	5,400	2,000	37.04%	0.00%
Aquatics	108,200	88,089	538	0.61%	86,301	0	0.00%	-100.00%
Frank Southern	124,300	98,907	17,198	17.39%	123,300	15,981	12.96%	-7.08%
Golf Services	76,000	117,749	-836	-0.71%	156,500	446	0.28%	-153.34%
Natural Resources	70,000	71,161	906	1.27%	70,000	318	0.45%	-64.94%
Youth Programs	215,500	248,728	8,298	3.34%	246,740	5,313	2.15%	-35.97%
*TLRC -Operational	1,253,774	712,603	89,911	12.62%	1,065,974	84,327	7.91%	-6.21%
Community Events	196,541	208,808	7,899	3.78%	200,311	8,726	4.36%	10.47%
Adult Sports	132,400	131,295	113	0.09%	143,500	5,078	3.54%	4387.92%
Youth Sports	4,002	7,202	133	1.85%	4,002	-2	-0.05%	-101.56%
BBCC	5,250	14,599	373	2.56%	7,600	119	1.56%	-68.13%
Operations	64,800	63,317	2,605	4.11%	64,800	3,318	5.12%	27.39%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	0	34,951	2	0.01%	12,500	7,076	56.61%	353706.50%
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	9,500	9,553	0	0.00%	9,500	0	0.00%	0.00%
<b>N-R Fund subtotal:</b>	<b>2,311,507</b>	<b>1,846,513</b>	<b>134,064</b>	<b>7.26%</b>	<b>2,236,343</b>	<b>139,210</b>	<b>6.22%</b>	<b>3.84%</b>
<b>Other Misc Funds</b>								
G-17-18 MCCSC 21st Com					14,210			
G18-19 MCCSC 21st Com					30,000			
G19-20 MCCSC 21st Com					30,000			
G14009 Summer Food Grant					27,864			
Communit Banneker Bus					45,000			
Kaboom Play Everywhere								
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt								
G15008 Leonard Spring								
G15009 Griffy Nature Days								
(902) Rose Hill Trust						85		
G17007 - Goat Farm								
Banneker Nature Days								
Yth & Adolescent Phy Act					8,000			
Nature Days Star								
<b>Other Misc Funds total:</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>155,074</b>	<b>85</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,926,981</b>	<b>9,555,453</b>	<b>6,766,753</b>	<b>70.82%</b>	<b>10,033,932</b>	<b>6,688,761</b>	<b>66.66%</b>	<b>-1.15%</b>

	<b>Non-Reverting Cash Balances</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
		<b>Beginning</b>	<b>Revenue</b>	<b>Other</b>	<b>Expenses</b>	<b>Expenses</b>	<b>Current Year ONLY</b>	<b>Accumulated</b>
		<b>Balance</b>	<b>as of</b>	<b>Misc.</b>	<b>as of</b>	<b>from</b>	<b>Revenue</b>	<b>Balance</b>
		<b>1/1/2020</b>	<b>1/31/2020</b>	<b>revenue</b>	<b>1/31/2020</b>	<b>RESERVE *</b>	<b>Expense</b>	
							<b>Over/Under</b>	
						<b>see explanation below*</b>	<b>(does not include expenses taken from RESERVE)</b>	<b>THIS IS THE TOTAL ACCUMULATED AMOUNT</b>
181000	Administration	260,023.36	6,510.41		2,032.90	0.00	<b>4,477.51</b>	264,500.87
181001	Health & Wellness	9,413.82	0.00		0.00	0.00	<b>0.00</b>	9,413.82
181100	Community Relations	34,414.61	2,000.00		0.00	0.00	<b>2,000.00</b>	36,414.61
182001	Aquatics	389,055.59	0.00		0.00	0.00	<b>0.00</b>	389,055.59
182500	Frank Southern Center	191,273.69	15,980.67		8,774.35	0.00	<b>7,206.32</b>	198,480.01
183500	Golf Course	143,501.45	445.91		0.00	0.00	<b>445.91</b>	143,947.36
184000	Natural Resources	291,563.17	317.50		27,953.52	0.00	<b>(27,636.02)</b>	263,927.15
184500	Allison Jukebox	272,563.31	5,313.38		3,784.21	0.00	<b>1,529.17</b>	274,092.48
*185000	TLRC	<b>(1,667,433.65)</b>	76,850.90		32,578.57	0.00	<b>44,272.33</b>	<b>(1,623,161.32)</b>
185009	TLRC Reserve	729,334.12	7,475.93		0.00	0.00	<b>7,475.93</b>	736,810.05
186500	Community Events	522,561.92	8,726.05		19,898.05	0.00	<b>(11,172.00)</b>	511,389.92
187001	Adult Sports	34,936.55	5,078.08		577.13	0.00	<b>4,500.95</b>	39,437.50
187202	Youth Sports	59,446.16	<b>(2.08)</b>		1,170.92	0.00	<b>(1,173.00)</b>	58,273.16
187209	Skate Park	543.88	0.00		0.00	0.00	<b>0.00</b>	543.88
187500	Benjamin Banneker Comm Center	64,519.89	118.90		0.00	0.00	<b>118.90</b>	64,638.79
189000	Operations	177,810.51	3,318.00		0.00	0.00	<b>3,318.00</b>	181,128.51
189005	Dog Park	5,993.79	0.00		0.00	0.00	<b>0.00</b>	5,993.79
**189006	Switchyard Property	238,307.62	7,076.13		1,290.11	0.00	<b>5,786.02</b>	244,093.64
189500	Landscaping	12,704.36	0.00		0.00	0.00	<b>0.00</b>	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	<b>0.00</b>	1,497.00
189503	Urban Forestry	21,517.22	0.00		0.00	0.00	<b>0.00</b>	21,517.22
10002.01	Change Fund	0.00	0.00		0.00	0.00	<b>0.00</b>	0.00
201-24105	Deposits	0.00	0.00		0.00	0.00	<b>0.00</b>	0.00
	<b>TOTALS</b>	<b>1,793,548.37</b>	<b>139,209.78</b>	<b>0.00</b>	<b>98,059.76</b>	<b>0.00</b>	<b>41,150.02</b>	<b>1,834,698.39</b>
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds								<b>41,150.02</b>
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.								<b>INCREASE/DECREASE FOR THE CURRENT</b>

# Bloomington Parks and Recreation Surplus Declaration Form

Feb-20

Date	Area/Staff	Quantity/Item	Means of Disposal	Date Disposed
2/18/2020	Banneker - Perry	4 broken pop up tents	OPS Dumpster	
2/18/2020	Banneker - Hawkins	6 couches	Available for other Departments	
2/18/2020	Banneker - Hawkins	12 single chairs with cushions	Available for other Departments	
2/18/2020	Banneker - Hawkins	1 red couch	Available for other Departments	
2/18/2020	Banneker - Hawkins	3 round tables	Available for other Departments	
2/18/2020	Banneker - Hawkins	2 rectangular blue tables	Available for other Departments	
2/18/2020	Banneker - Hawkins	preschool work bench	OPS Dumpster	
2/18/2020	Banneker - Hawkins	preschool kitchen	OPS Dumpster	
2/18/2020	Banneker - Hawkins	preschool play pads	OPS Dumpster	
2/18/2020	Banneker - Hawkins	large white board	Available for other Departments	
2/18/2020	Banneker - Hawkins	2 gray storage cabinets	Available for other Departments	
2/18/2020	Banneker - Hawkins	1 white storage cabinet	Available for other Departments	
2/18/2020	Banneker - Hawkins	2 wood storage cabinet	Available for other Departments	
2/18/2020	Banneker - Hawkins	1 plastic storage cabinet	Available for other Departments	
2/18/2020	Banneker - Hawkins	3 wood book shelves (small)	Available for other Departments	
2/18/2020	Banneker - Hawkins	3 large wood book shelves	Available for other Departments	
2/18/2020	Banneker - Hawkins	2 small square tables	Available for other Departments	
2/18/2020	Banneker - Hawkins	2 desks with shelves	Available for other Departments	
2/18/2020	Banneker - Hawkins	conference table	Available for other Departments	
2/18/2020	Banneker - Hawkins	5 blue plastic chairs	Available for other Departments	
2/18/2020	Banneker - Hawkins	1 large display case	Available for other Departments	
2/18/2020	Banneker - Hawkins	1 reception desk	Available for other Departments	
2/18/2020	Banneker - Hawkins	misc. preschool toys	OPS Dumpster	
2/18/2020	Banneker - Hawkins	misc. preschool gym equip.	OPS Dumpster	

[illegible]



## STAFF REPORT

Agenda Item: C-1  
Date: 2/19/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt  
**DATE:** February 19, 2020  
**SUBJECT:** SECOND AMENDMENT TO THE BUSKIRK CHUMLEY THEATER  
MANAGEMENT PARTNERSHIP AGREEMENT

### **Recommendation**

Staff recommends approval of the second amendment to the 2019 BCTM partnership agreement.

### **Background**

The Buskirk-Chumley Theater is owned by the City of Bloomington and has been successfully administered and maintained through a cooperative partnership agreement between the City of Bloomington Parks and Recreation Department and BCTM since 2001.

Normally the partnership is renewed in December for the upcoming year. However due to schedules and 2019 events, the 2020 partnership agreement is currently under negotiation. This amendment to the partnership agreement allows time for the negotiations to be complete to the satisfaction of both partners. While both parties met in February there continues to be some areas of negotiation to be agreed upon.

Both parties agree to work towards presenting the 2020 partnership agreement at the March 24th Park Board meeting.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in cursive script that reads "Paula McDevitt". The signature is written in dark ink and is positioned above a horizontal line.

Paula McDevitt, Administrator



## **SECOND AMENDMENT TO THE PARTNERSHIP AGREEMENT**

THIS Amendment, entered into this \_\_\_\_ day of March, 2020, by and between the City of Bloomington, Indiana, its Board of Park Commissioners (“Parks Board”), and its Redevelopment Commission (“Commission”) (collectively the “City”), and BCT Management, Inc., an Indiana non-profit corporation (“BCTM”), WITNESSETH:

WHEREAS, Parties entered into a partnership agreement for management of the Buskirk-Chumley Theater with an effective date of January 1, 2019, (“Original Agreement”), and

WHEREAS, the Parties entered into a first amendment to the Original Agreement that extended the term of the Original Agreement until March 4, 2020; and

WHEREAS, the Parties are continuing their negotiations regarding the new partnership agreement for 2020; and

WHEREAS, it is in the public interest that the term of the Original Agreement be extended further until April 1, 2020, or until a new agreement is reached;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph three of Article 2 Duration of Agreement shall be amended to read as follows:

This Agreement shall be in full force and effect from January 1, 2019, until April 1, 2020, unless replaced by a new agreement prior to April 1, 2020, or early termination occurs as described in paragraph 6(j) below.

II. In all other respects, the Original Agreement shall continue in effect as originally executed.

[SIGNATURE PAGE FOLLOWS]

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

**CITY OF BLOOMINGTON, INDIANA**

**BCT MANAGEMENT, INC.**

By: \_\_\_\_\_  
Paula McDevitt, Director

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

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

\_\_\_\_\_  
Print Name, Title

**REDEVELOPMENT COMMISSION**

**BOARD OF PARK COMMISSIONERS**

By: \_\_\_\_\_  
Donald Griffin, President

By: \_\_\_\_\_  
Kathleen Mills, President

**BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_  
Kyla Cox Deckard, President



## STAFF REPORT

Agenda Item: C-2 Date: 2/19/2020
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Administrator Review\Approval PM
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**TO:** Board of Park Commissioners  
**FROM:** Jess Klein  
**DATE:** February 25, 2020  
**SUBJECT:** REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH INDIANA UNIVERSITY HEALTH BLOOMINGTON

### **Recommendation**

Staff recommends approval of the 2020 partnership agreement with Indiana University Health Bloomington.

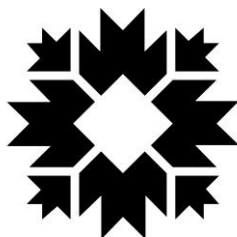
### **Background**

Collaboration between Indiana University Health Bloomington staff and Parks and Recreation staff has been occurring for many years. The mission of each organization is similar as it pertains to efforts to improve the overall health and wellness of the community. The first formal partnership agreement was signed in 2010 and has been continuously successful through eight strategic action plans in the areas of sports medicine, marketing, employee wellness, and health and wellness resources. The respective teams will continue to meet annually to update progress and revise future goals. Both entities know this partnership will provide outstanding benefits to the constituencies that we both serve while further enhancing the missions of each organization.

**RESPECTFULLY SUBMITTED,**

---

Jess Klein, Health & Wellness Coordinator



**CITY OF BLOOMINGTON**  
Parks and Recreation

## **COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT**

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

This Agreement (“Agreement”) is made and entered into on the date last signed by a party below (“Effective Date”) by and between the City of Bloomington Parks and Recreation Department (“BPRD”), and Indiana University Health Bloomington, Inc. (“IU Health Bloomington”)(collectively, the “Parties” and individually a “Party”)

### **WITNESSETH:**

WHEREAS, there is a need to provide programs which promote social, physical, emotional, mental, and environmental health in the community; and

WHEREAS, the BPRD and IU Health Bloomington desire to cooperate in the provision of community health education collaboration programs; and

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

WHEREAS, IU Health Bloomington is authorized to enhance the community’s quality of life through wellness education that creates awareness, promotes healthy choices, fosters self-responsibility and encourages prevention practices; and

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

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

- 1.0 Purpose of Agreement.** The purpose of this Agreement is to outline a program partnership, which will provide community health education, programs, training, marketing, and opportunities to benefit the health and wellness of the community by combining available resources from each Party in the Agreement.
- 2.0 Duration of Agreement.** The term of this Agreement shall begin upon the Effective Date and run for one (1) year, unless terminated earlier as provided under Article 4, below (“Term”). The Parties may agree to extend the Term of the Agreement on an annual basis.

**3.0 Agreement Terms Mutually Agreed to By Both Parties:**

- 3.1 The staff involved in this Agreement will complete tasks outlined in Exhibits A-1, A-2, A-3, and A-4, Strategic Action Plan, which is attached hereto and incorporated herein by reference as though fully set forth.
- 3.2 The Administrative strategy will identify opportunities to improve health/wellness opportunities via infrastructure improvement.
- 3.3 The Sports Medicine strategy will involve BPRD and IU Health Bloomington dividing the costs of providing athletic training services at the national softball tournament during the dates mutually agreed upon by the Parties. BPRD will cover the athletic training service costs for the Twin Lakes Sports Park site and IU Health Bloomington will cover the athletic training service costs at the Winslow Sports Complex site.
- 3.4 The Marketing strategy will review both organizations' current marketing strategies, and identify and utilize opportunities to collaborate, co-brand, and enhance those strategies to promote health and wellness to the community. Strategies will be periodically evaluated for success and modified based on changing communication technology and processes.
- 3.5 The Community Health Resource and Facility strategies will work with the Active Living Coalition to compile comprehensive nutrition and physical activity guidelines, and health/wellness information and community resources for medical practitioners and patients. Facility resources will be shared with staff to support education and programming opportunities in the community.
- 3.6 The Community Health Programming and Education strategies will provide joint programming for targeted populations such as senior citizens (50+ Expo); youth (G.O.A.L., Running Clubs, Bike Rodeos); community; pre-school and at-risk populations.
- 3.7 The staff and personnel of each Party involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 3.8 IU Health Bloomington shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and IU Health Bloomington shall provide BPRD with a certificate of insurance prior to the commencement of operations under this Agreement. IU Health Bloomington and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.
- 3.9 The commitment of personnel, facilities, supplies will be honored according to the timetable

agreed upon by all parties.

- 3.10 Each Party and its representatives, agents, employees and contractors agree to comply with all applicable federal, state and local laws and regulations in the performance of any duties, obligations or responsibilities related to this Agreement ("Applicable Laws"). BRPD and its representatives, agents, employees and contractors that enter any IU Health Bloomington premises on behalf of BRPD in performance of the Agreement must be acceptable to IU Health Bloomington in its sole discretion, and shall comply with all of IU Health Bloomington's policies and procedures. IU Health Bloomington and its representatives, agents, employees and contractors that enter any BRPD premises on behalf of IU Health Bloomington in performance of the Agreement must be acceptable to BRPD in its sole discretion, and shall comply with all of BRPD's policies and procedures.
- 3.10 To the extent allowable under applicable law, each Party hereto (as the "Indemnifying Party") agrees to indemnify and hold harmless the other Party (as the "Indemnified Party") and its affiliates, directors, officers, employees and agents from and against any losses, judgments, claims, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively "Losses") asserted against the Indemnified Party and resulting from the Indemnifying Party's breach of its obligations under this Agreement or the negligent act or omission or willful misconduct of the Indemnifying Party or its directors, officers, employees, or agents in connection with this Agreement.
- 3.11 The parties will evaluate this Agreement and the services provided during the month of November 2020.

#### **4.0 Termination.**

- 4.1 Termination by Mutual Agreement: The Parties may mutually agree to terminate this Agreement in writing signed by both Parties.
- 4.2 Termination for Cause: In the event that one of the Parties to this Agreement breaches any of its terms and conditions, the non-breaching Party shall serve written notice of the breach to the other Party. 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.
- 4.3 Termination for Convenience: Either Party may terminate this Agreement without cause by providing the other Party at least sixty (60) days prior written notice of termination.
- 4.4 Notwithstanding the foregoing, in the event that: (i) there is any change in the Applicable Law such that this Agreement does or may violate the Applicable Law, or (ii) either Party to this Agreement has the reasonable belief that this Agreement does or may violate the Applicable Law, then the Parties shall use their best efforts to reform or

reorganize their relationship and this Agreement so as to be in compliance with the Applicable Law; provided, however, that in the event after review of the Applicable Law and good faith negotiation, the Parties are unable to avoid such violation or potential violation, then either Party may immediately terminate this Agreement upon written notice to the other Party.

**5.0 Notice:**

- 5.1 All notices, requests, demands, and other communications that may or are required to be given under this Agreement will be in writing and will be deemed to have been duly given on the date of delivery if personally delivered on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given by certified mail, return receipt requested, and properly addressed as follows:

Becky Higgins  
(812) 349-3713  
Bloomington Parks & Recreation  
401 N. Morton St.  
Miller Dr.  
Bloomington, IN 47402

Carol Weiss-Kennedy  
(812) 353-9371  
IU Health Bloomington  
Box 1149 333 E.  
Bloomington, IN 47401

5.2 Representatives for the day to day operational implementation of this agreement are:

Bloomington Parks & Recreation  
Jess Klein  
(812) 349-3771  
401 N. Morton St.  
  
Bloomington, IN 47402

IU Health Bloomington  
Carol Weiss-Kennedy  
812-353-9371  
PO Box 1149  
333 E Miller Dr.  
Bloomington, IN 47401

IN WITNESS WHEREOF, the authorized representatives of each Party have signed this Agreement on the dates set forth below.

**Indiana University Health Bloomington, Inc.**

\_\_\_\_\_  
Brian Shockney  
President & Chief Executive Officer

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Philippa Guthrie  
Corporation Counsel

\_\_\_\_\_  
Date



# 2020 BPR & IUH Strategic Action Plan

## Sports Medicine Coverage

A-1

### Summary:

**Objective 1:** Plan sports medicine event coverage.

Tactics	Lead	Team	Timeline	Status	Notes
Evaluate key/primary events in 2019 calendar year	John Turnbull, Joel Stroud	RSMC AT Staff	Annually	Ongoing	National Softball Tournament (7/25-28/2019); AAU Basketball Tournaments
Identify coverage needs and schedule for each event	John Turnbull, Joel Stroud	RSMC AT Staff	Annually	Ongoing	See above

### Strategy:

Assess opportunities where Rebound Sports Medicine Clinic (RSMC) can provide coverage at COB hosted events.

### Status Color Key:

Complete	
In Progress	
Ongoing	
On Hold	

## 2020 BPR & IUH Strategic Action Plan

### Sports Medicine Injury Checks

A-1

#### Summary:




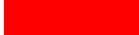
#### Objective 1: Plan athletic training injury management schedule.

Tactics	Lead	Team	Timeline	Status	Notes
Determine programs with greatest need (highest volume, injury risk).	John Turnbull, Joel Stroud	RSMC AT Staff	Annually	In progress	Basketball; Baseball; Softball; evaluate schedules for 2019
Identify facilities where injury checks could be routinely scheduled	John Turnbull, Joel Stroud	RSMC AT Staff	Annually	In progress	TLRC basketball and soccer; TLSC softball; Winslow youth baseball and fastpitch softball
Set and publish calendar for 2019; circulate to coaches/parents	John Turnbull, Joel Stroud	RSMC AT Staff	Short Term: 2019	In progress	Evaluate schedules for 2019

#### Strategy:

Assess opportunities where Rebound Sports Medicine Clinic (RSMC) can provide athletic training injury management services at COB facilities and programs.

#### Status Color Key:

Complete	
In Progress	
Ongoing	
On Hold	

### Summary:

### Objective 1: Plan educational sessions for youth coaches and parents.

Tactics	Lead	Team	Timeline	Status	Notes
Review current coaches education and determine if supplemental education or restructuring of current education is needed	John Turnbull, Joel Stroud	RSMC AT Staff	Short Term: 2019	In progress	In-person contact is desired; TLRC Youth Bball may be first trial
Determine topics that would be of value/interest to parents. Schedule parent meetings with youth coaches	John Turnbull, Joel Stroud	RSMC AT Staff	Short Term: 2019	In progress	In-person contact is desired; TLRC Youth Bball may be first trial
Review COB policies re: sports injury, safety management, and make appropriate recommendations	John Turnbull, Joel Stroud	RSMC AT Staff	Short Term: 2019	In progress	BPR Mgmt Team Mtg guest speaker - future topics TBD

### Strategy:

Assess opportunities where Rebound can provide education and training to COB youth coaches and parents of youth sports participants.

### Status Color Key:

Complete	Green
In Progress	Blue
Ongoing	Yellow
On Hold	Red

# 2020 BPR & IUH Strategic Action Plan

A-2

## Marketing: Materials

### Summary:

Review current marketing strategies of IUH & BPR to identify opportunities to utilize each organization's marketing for select promotions

### Objective 1: Determine cross promotional opportunities

Tactics	Lead	Team	Timeline	Status	Notes
Evaluate IU Health and BPR digital materials for cross-promotion opportunities; share health and wellness messaging, special event promotions and social media channels	Julie Ramey	Julie Ramey/Joni e Gates	Short Term: 2020	Ongoing	Cross-promotion on social media and web
IUH Community Health Events calendar: share events such as Walking Club, 50+ Expo, Childrens Expo	IUH/ Julie Ramey	Joy Heller, BPR Program staff	Short Term: 2020	Ongoing	Submission deadline is last Monday of month, 2 months prior; 25-50 words

### Objective 2: Enhance image of both organizations as health and wellness experts in the community

Tactics	Lead	Team	Timeline	Status	Notes
Cross promote free, healthy programming and parks facilities	IUH/ Julie Ramey		Annually	Ongoing	walking club and fitness popup programs
Cross promote Farmers Market and BPR's healthy programming through social media					See Tactics in Objective 1 above
IUH distribute wellness/prevention/event print promotional literature at Twin Lakes Recreation Center (TLRC) and Banneker Community Center (BCC)	IUH/ Julie Ramey		Annually	Ongoing	Space available for brochures in ea facility; determine distribution plan

### Strategy:

Assess IUH & BPR marketing materials

### Status Color Key:

Complete	
In Progress	
Ongoing	
On Hold	

Jonie Gates provided name 2/6/2020: Samantha Kirby, IU Health Bloomington Marketing Associate  
She "posts majority of social media in the Bloomington area"  
Sent message to Samantha 2/7/20 w/ideas for collaboration

# 2020 BPR & IUH Strategic Action Plan

A-2

## Marketing: Infrastructure

### Summary:

Identify opportunities to collaborate to improve health/wellness in the community via infrastructure improvements and cooperative programming

### Strategy:

Jointly improve BPR infrastructure and programming to assist with improving health in the community

### Objective 1: Determine cross promotional opportunities

Tactics	Lead	Timeline	Status	Notes
Plan trails and facilities around the location of the new hospital near the intersection of 10th St. and the 45/46 Bypass	BPR	Short Term: 2020	Complete	Deputy Mayor Mick Renneisen, BPR Director Paula McDevitt involved with IUH discussions and connectivity from new facility to IU campus and BPR trail system
Highlight sponsorship opportunities and naming rights for infrastructure at Switchyard Park (SYP)	Bloomington Park Foundation	Long term: 2020 +	In Progress	Ongoing conversation between Bloomington Parks Foundation and Bloomington Health Foundation, IU Health Foundation
Identify cooperative programming efforts at BPR facilities		Short Term: 2020	In Progress	Connect BPR programmers with IUH specialty areas: Community Health, Labor & Delivery, Olcott Center
Identify park improvement initiatives with both service and financial components for annual IU Health Day of Service	Robin Mendyka (IUH), Julie Ramey, Barb Dunbar (BPR)	Short Term: 2020	In Progress	Messaged Robin Mendyka, Manager, Volunteer & Visitor Services at IU Health, to gauge interest in 2020 project at Switchyard Park.

### Status Color Key:

Complete	Green
In Progress	Blue
Ongoing	Yellow
On Hold	Red

Best person to discuss trail connectivity discussions?

Jonie Gates sent name 2/6/2020: Diane Buzzell, Director, Indiana University Health Foundation South Central Region  
812.353.9567 or dbuzzell@iuhealth.org

<https://iuhealth.org/iu-health-foundation/about-us>

Megan Stark working with Jonie Gates January 2020 - Megan provided contact information for Yoga instructor for IU Health employee fitness program

Jonie Gates sent name 2/6/2020: Robin Mendyka as contact for IU Health Day of Service.  
Emailed Robyn 2/6/20 (cc: dunbarb) to gauge interest in 2020 project at Switchyard Park

## 2020 BPR & IUH Strategic Action Plan

A-2

### Marketing: Web

#### Summary:

Review websites and social media to identify opportunities for cross promotion.

#### Strategy:

Assess IUH & BPR web-based social media marketing

#### Status Color Key:

Complete	
In Progress	
Ongoing	
On Hold	

#### Objective 1: Enhance image of both organizations as health & wellness experts in the community

Tactics	Lead	Timeline	Status	Notes
Share health and wellness messaging, special event promotions and social media channels				Merged this goal with Marketing-Materials for comprehensive social media sharing
Share health and wellness messaging and videos for websites	Jonie Gates/Julie Ramey	Short Term 2020	Ongoing	BPR has ability to embed videos on BPR web pages
IUH provide BPR with content for closed circuit TV's at Twin Lakes Recreation Center, Frank Southern Ice Arena, Banneker Community Center	IUH/Julie Ramey	Short Term 2020	On Hold	Avoid duplication of effort with IU Health videos on web and social media; CCTVs do not have sound



See Marketing-Materials tab; best collaboration comes from flexibility of social media

Jonie Gates agreed to continue discussion to provide video content that can be used on BPR web pages; conversations about topics and formats are ongoing. CCTVs are not a viable option because they don't have sound.

## 2020 BPR & IUH Strategic Action Plan

A-3

### Employee Wellness

#### Summary:

To highlight BPR community based programs for the benefit fo Bloomington Hospital employees.

#### Strategy:

IUH Bloomington Health investment Program (HIP) promotes BPR Health/Wellness, Outdoor Recreation, and volunteer programs.

#### Status Color Key:

Complete	
In Progress	
Ongoing	
On Hold	

#### Objective 1: IUH policy is to provide an employee wellness program for their employees

Tactics	Lead	Team	Timeline	Status	Notes
Promote participation in BPR programs	Karen Danielson; John Turnbull	Megan Stark	Annually	Complete	HIP discontinued in 2018
Discounted corporate membership	Megan Stark		Annually	Ongoing; 2012 - current	IUH is Corporate Wellness Partner. 10% discount on TLRC memberships.
Contribute to HIP newsletters with pertinent TLRC information	Megan Stark; Molly Packard		Short Term: 2018	Complete	HIP discontinued in 2018
Monthly HIP tip provided by Health & Wellness Coordinator	Megan Stark; Karen Danielson		Short Term: 2018	Complete	HIP discontinued in 2018

#### Objective 2: Track HIP participation numbers

Tactics	Lead	Team	Timeline	Status	Notes
Health Activity Tracker activity participation numbers	Karen Danielson		Annually	Complete	Quarterly
Track IUH employees who purchase TLRC memberships	Megan Stark		Annually	Complete	
Explore the option of TLRC being a "Flex Pass" option for IUH employees	Karen Danielson; John Turnbull	Megan Stark	Short Term: 2019	Complete	Completed 2011-2012

## 2020 BPR & IUH Strategic Action Plan

### Health & Wellness Resources

A-4

#### Summary:

To ensure conversation regarding every day wellness occurs between patient and healthcare provider.

#### Strategy:

Establish prescription for health language for healthcare practitioners

#### Status Color Key:

Complete	Green
In Progress	Blue
Ongoing	Yellow
On Hold	Red

#### Objective 1: Gather the most comprehensive information about nutrition, activity, tobacco use, stress, and wellness.

Tactics	Lead	Team	Timeline	Status	Notes
Identify community partners to choose reputable information for healthcare practitioners	Carol Weiss Kennedy	Robin Parker, Katie Dooley, interns	Annually	Complete	Initiated 4th quarter of 2010; to be updated in 2019
Update community resource list using reputable web sites and sources	Carol Weiss Kennedy	Robin Parker, Katie Dooley, interns	Annually	Complete	To be updated in 2019
Use reputable web sites and sources to collect up to date information	Carol Weiss Kennedy	Robin Parker, Katie Dooley, interns	Annually	Complete	To be updated in 2019
Recruit a healthcare practitioner to be a "champion"; Dr. McKinley retiring in 2019, new potential champion to be identified in 2020	Carol Weiss Kennedy		Short Term	In Progress	Initiated 4th quarter of 2010; to be updated in 2020
Collect activity, event, services info from Active Living Coalition members	Jess Klein	IU SPH intern; ALC members	Annually	Ongoing; 2010 - current	Jess Klein, Shanna Wooten, Cheryl Kilmark, are contacts for ALC
Develop hard copy materials of community resources	Samantha Kirby		Annually	Complete	To be reprinted on as needed basis
Develop process to refer and engage patients into community resources; cross-promote and refer constituents to new "Aunt Bertha" resource	Carol Weiss Kennedy	Jess Klein, Elizabeth Thompson; Katie Dooley; Robin Parker	Annually	Ongoing; 2010 - current	

Engaging area providers to use physical activity as a vital sign; building into electronic medical record (EMR)	Carol Weiss Kennedy	ACHIEVE committee	Short Term	Complete	Under "Social History" in EMR
Ensure discussion of physical activity during well checks through EMR for documentation and measurement	Carol Weiss Kennedy	Jess Klein, Elizabeth Thompson	Short Term	Complete	Automatically pops up during well checks (2017)

## 2020 BPR & IUH Strategic Action Plan

A-4

### Staff/Facilities

#### Summary:

Combine partner resources to provide greatest benefit to community

#### Strategy:

Share IUH and BPR resources for program and event planning

#### Objective 1:

Tactics	Lead	Team	Timeline	Status	Notes
Educate IUB and BPR staff about resources; attend partner staff meetings at least once annually to educate about available programs, resources, and facilities	Carol Weiss Kennedy	Jess Klein	Annually	Ongoing; 2015 - current	Designate CWK and JK as organization contacts to assist staff in accessing each others resources
Collaborate on facility and programming as opportunities present	Carol Weiss Kennedy; BBH		Annually	Ongoing	Jess Klein; Katie Dooley, Robin Parker, Lisa Greathouse. Carol and Jess will be primary contacts
Provide facility space for Community Health Education and BPR programs as scheduling permits	Carol Weiss Kennedy	Jess Klein	Annually	Ongoing; 2010 - current	2017: Cascades Park Waterfall Shelter for World Breastfeeding Day; AJB for WIC staff training; Woodlawn Shelter for Walk to End Alzheimer's Kickoff Party

#### Status Color Key:

Complete	
In Progress	
Ongoing	
On Hold	

## 2020 BPR & IUH Strategic Action Plan

### Health & Wellness Programming

A-4

#### Summary:

List of existing collaborations

#### Strategy:

Collaborate to provide coordinated health and wellness services for the Bloomington community

#### Status Color Key:

Complete	
In Progress	
Ongoing	
On Hold	

#### Objective 1: Target community

Tactics	Involvement	Lead	Team	Timeline	Status	Notes
Bloomington Walking Club	Marketing/Recruiting: site, marketing, event support	Carol Weiss-Kennedy; Julie Ramey	Jess Klein; Annie Eakin	Annually	Ongoing; 2012 - current	Purdue Ext. added as partner in 2019. YMCA no longer active partner. Marketing placed in physician's mailboxes throughout Monroe County
Community Children's Running Clubs	Lisa Greathouse will coordinate with MCCSC	Lisa Greathouse	Jess Klein	Annually	Ongoing; 2016 - current	Culminating in annual MCCSC Family Fun Run in May
Play Day	participants	Jess Klein	Katie Dooley	Annually	Complete	Revisit opportunities for marketing
Get On Board Active Living (GOAL)		Katie Dooley	Jess Klein	Annually	Ongoing	2012 - current; BPR H&W Coord. will assist with each GOAL cohort, specifically with physical activity education. TLRC will provide space for summer cohort. See separate GOAL Partnership agreement for full details
Assist with additional H&W outreach programs such as: school health fairs, taste tests, bike rodeos, Walk to School Day, etc.	MCCSC	Jess Klein; Lisa Greathouse	Cara Wickens	Annually	Ongoing	2014 - current; BPR H&W Coord. will assist as available

#### Objective 2: Target older adults

Tactics	Involvement	Lead	Team	Timeline	Status	Notes
Expand Plus Card program to Silver Sneakers participants	Sponsor/Marketing	Carol Weiss-Kennedy	Joy Heller; Megan Stark	Annually	Ongoing; 2010 - current	Distribute Plus Card info at Silver Sneakers well-checks and classes

Wellness checks and flu shots with follow-up program to share results	Marketing/Stff	Carol Weiss-Kennedy; Jess Klein	Amy Meek	Annually	Ongoing; 2012 - current	Wellness checks are scheduled twice a year (March and Sept.). Email follow-up will be implemented in 2019
50+ Expo	Sponsor/Health Fair Coordinator/Event Coordinator/Site	Bill Ream; Dayna Thompson	Joy Heller, Jess Klein, Julie Ramey	Annually	Ongoing	2010 - current

Objective 3: Miscellaneous						
Tactics	Involvement	Lead	Team	Timeline	Status	Notes
Add BPR staff member to NICHE		Carol Weiss-Kennedy	Jess Klein	Annually	Complete 2017	Done in 2010-2017
Add BPR staff member to Mental Health Task Force		Jess Klein	Dayna Thompson	Annually	Complete	2016 - 2018
Add BPR staff member to Tobacco Coalition		Patricia Colon	Jess Klein	Annually	Ongoing	2016 - current
Senior Breakfast Speakers	Speakers/ Sponsorships/Event Coordinator/Site	Megan Stark		Annually	Complete	Done in 2013-2015. This program was discontinued in 2015.

Objective 4: Target pre-school						
Tactics	Involvement	Lead	Team	Timeline	Status	Notes
Develop pre-schoool health curriculum		Katie Dooley	Jess Klein; Erik Pearson	Short Term	Complete	Completed in 2015. Evaluate in 2019, including CATCH trained BPR staff in updating curriculum

**Objective 5:** Coordination of major wellness event targeting pre-schoolers and families

Tactics	Involvement	Lead	Team	Timeline	Status	Notes
Children's Expo	Marketing/Sponsorships/ Registration/Screenings/ Marketing/Newsletters/Si te Coordination	Ashley Spurgeon	Jess Klein; Julie Hedden; BPR staff	Annually	Ongoing; 2010 - current	When pre-school events are planned BPR contacts Julie Hedden who reaches out to Community Health Dept to determine appropriate involvement



## 2020 BPR & IUH Strategic Action Plan

### Health & Wellness Education

A-4

#### Summary:

Combine partner resources to provide greatest benefit to community

#### Strategy:

Share IUH and BPR resources for program and event planning

#### Status Color Key:

Complete  
In Progress  
Ongoing  
On Hold

#### Objective 1: Identify at-risk populations

Tactics	Lead	Team	Timeline	Status	Notes
Identify community partners	Carol Weiss-Kennedy	Jess Klein	Annually	Ongoing; 2017 - current	Hold combined staff meetings to discuss; IUH Community Health will attend parks staff meeting and vice versa. CWK will attend BPR Mgmt Team mtg in 2019
Identify community needs	Carol Weiss-Kennedy	Jess Klein	Annually	Ongoing	2018 IUH/Community Health Needs Assessment. 2018 survey will be distributed in Spring 2018, copy will be available. 5 hospital systems will be involved, a local report will be generated as well as focus groups. Implementation plans will be implemented 2019-2021. Updated info available here:
Inventory current programs/services	Carol Weiss-Kennedy	Jess Klein	Annually	Ongoing	Community health assessment was conducted in 2018, results will be analyzed in early 2019

#### Objective 2: Program to meet needs

Tactics	Lead	Team	Timeline	Status	Notes
Lead screenings				Complete	IUH is no longer conducting lead screenings, given this responsibility to Monroe County Health Dept
Car seat checks	Cara Wickens		Annually	Ongoing	2015 - current
Bike Rodeo helmet checks	Cara Wickens	Jess Klein	Annually	Ongoing	2010 - current
WIC programs	Hilary Elliott		Annually	Ongoing	2010 - current

Tactics	Lead	Team	Timeline	Status	Notes
Immunization information	Amy Meek		Annually	In progress	Amy will be asked to identify areas in 2019
Summer Food Service Programs	Erik Pearson; Robin Parker	BCC Staff	Annually	Ongoing	2010 - current; IUH will assist with nutrition education service through intern
City of Bloomington Employee Wellness program	Jess Klein	Robin Parker	Annually	In progress	Done in 2017; to be re-evaluated and implemented again in 2019; IUH provides RD for nutrition education; IUH Community Health attends annual COB employee health fair



## STAFF REPORT

Agenda Item: C-3  
Date: 2/19/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Julie Ramey, Community Relations Manager  
**DATE:** February 25, 2020  
**SUBJECT:** SERVICE AGREEMENT WITH MONSTER DIGITAL MARKETING FOR  
TWIN LAKES RECREATION CENTER WEBSITE DEVELOPMENT AND  
MAINTENANCE

### Recommendation

Staff recommends approval of the service agreement with Monster Digital Marketing to develop a visually appealing and technologically superior website for the Twin Lakes Recreation Center.

### Background

Monster Digital Marketing, a Bloomington-based web design and development company, will design and host a website for the Twin Lakes Recreation Center that is visually appealing, easy for customers and potential members to navigate and find information, and search engine optimized to increase internet traffic to the site. This contract (March through December 2020) includes research of the TLRC's current site and customer base; keyword research and SEO optimization, website build, installation, and monthly maintenance (platform and coding updates, security monitoring, and site backup as well as content updates).

The total expenditure for this 9-month contract is not to exceed \$6,795. A functional, searchable, and usable website is a key action item for the Twin Lakes Recreation Center's 2020 budget goals to grow its membership and increase the amount of revenue generated through facility rentals.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink that reads "Julie Ramey". The signature is written in a cursive, flowing style. Below the signature, the name "Julie Ramey" is printed in a regular sans-serif font.

Julie Ramey, Community Relations Manager

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
MONSTER DIGITAL MARKETING  
FOR**

**TWIN LAKES RECREATION CENTER WEBSITE DEVELOPMENT AND MAINTENANCE**

This Agreement, entered into on this 25<sup>th</sup> day of February, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Monster Digital Marketing (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to develop a user-friendly, search engine optimized, attractive and functional website that will drive revenue-generating traffic to the Twin Lakes Recreation Center; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform research and development for gym and fitness-related website best practices, conduct keyword and search engine optimization, build, install, and host a professional website, and maintain the site’s security and platform software and update its content (the “Services” as further defined below); and

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before May 1, 2020 (website research, build, and installation) and December 31, 2020 (monthly website maintenance and updates) 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 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 seven hundred ninety five dollars (\$6,795.00). 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:

Julie Ramey  
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		Monster Digital Marketing
Attn: Julie Ramey		Cynthia Hogan
401 N. Morton, Suite 250		2600 S. Henderson St. Ste. 105
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****MONSTER DIGITAL MARKETING**

---

Philippa M. Guthrie, Corporation Counsel

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Cynthia Hogan, CEO

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Paula McDevitt, Director  
Parks and Recreation Department

---

Kathleen Mills, President,  
Board of Park Commissioners



## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

#### **BACKGROUND**

The Twin Lakes Recreation Center website must showcase the features and benefits of what the facility has to offer. The Twin Lakes Recreation Center’s new website will help improve the Department’s overall branding, expand the Department’s digital marketing efforts, and increase the volume of leads generated for Twin Lakes Recreation Center members, facility users and facility rentals.

The Twin Lakes Recreation Center website will include, at minimum, the following categories: sports, membership, rentals, facility, tour, fitness, classes, fitness schedule, and about. Key features to be built into the site include a membership login (to integrate with Vermont Systems current system), membership purchase/signup (to interface with Vermont Systems), photo or virtual tour, and the ability to purchase a day pass online (interface with Vermont Systems).

#### **PHASE 1: KEYWORD RESEARCH AND SEO OPTIMIZATION**

This phase will primarily involve keyword research and competition research which will clearly identify how many people are interested in specific niches as well as how many other websites are vying for that traffic. The results of this research will be used for keyword strategy and on-page website search engine optimization.

#### **PHASE 2: WEBSITE BUILD**

Monster Digital Marketing will build a website that include pertinent keywords and has a search engine-friendly structure. The entire website build will be based on the extensive research performed in BACKGROUND and PHASE 1. The website will serve as the flagship site for the Twin Lakes Recreation Center. The site will be a robust site that is viewable on desktops and laptops, and that is responsive to tablets and smartphones.

#### **PHASE 3: INSTALLATION**

This phase will concentrate on the domain transfer and installing and configuring the new website. It will also include navigation and website optimization to help drive traffic toward Twin Lakes Recreation Center services and programs. This will commence by May 1, 2020, or once the website copywriting and optimizing has been completed. During this phase, required traffic generation strategies will be put into effect. Monster Digital Marketing will use a combination of the following strategies:

- Basic metrics initial setup
- Keyword installation
- Site indexing with major search engines
- Performance testing and metrics

#### **PHASE 4: WEBSITE MAINTENANCE**

Monster Digital Marketing will update the website platform and coding, as updates become available. Maintenance also includes security and backups monitoring, and support. Support services are in response to Department requests including changing pages, adding new services, or updating content. Support services may be requested by the Department to Monster Digital Marketing via email. Support services are limited to 2 hours per month.

## EXHIBIT B

### “Project Schedule”

March 1, 2020 – initiate website development with input from Department staff

May 1, 2020 – launch Twin Lakes Recreation Center website with full functionality; monthly maintenance of site to begin with site launch

December 31, 2020 – Service agreement ends

## EXHIBIT C E-VERIFY AFFIDAVIT

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

### AFFIDAVIT

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

**EXHIBIT D**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Monster Digital Marketing**

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

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

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

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

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



## STAFF REPORT

Agenda Item: C-4  
Date: 2/19/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Ashley Spurgeon, Community Events Specialist  
**DATE:** FEBRUARY 25, 2020  
**SUBJECT:** CONTRACT FOR RENTAL WITH THE MONROE CONVENTION CENTER  
FOR THE 2020 CHILDREN'S EXPO

### Recommendation

Staff recommends approval of the contract to rent the Monroe Convention Center for the Children's Expo. The Children's Expo is an expo for adults and their children to attend and learn about businesses, organizations, and camps that are in the Bloomington and surrounding areas. Exhibitors that attend range from summer camps, baby clothing stores, cupcake bakeries, doctors, and more. We also offer a Health Screening area at our event, where attendees can receive free health screenings ranging from posture screening and spinal health, to eyesight and oral check-ups. The contract includes the rental of tables and chairs for the exhibitors.

The cost of the rental will not exceed \$3000 and the account number is 201-18-184502-53720.

### Background

The convention center is the most suitable facility to accommodate the size and scope of this Expo. It has been held at the Monroe Convention Center for the past few years and has been very successful at this location. Attendance has continued to increase, and the Convention Center has been wonderful to work with through the entire process.

**RESPECTFULLY SUBMITTED,**

*Ashley Spurgeon*

Ashley Spurgeon, Community Events Specialist

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
MONROE CONVENTION CENTER  
FOR  
CHILDREN'S EXPO 2020**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Monroe County Convention Center ("Contractor"),

**WITNESSETH:**

WHEREAS, the Department wishes to rent the facility, tables and chairs, skirting, tablecloths, and accompanying equipment to assemble tables and chairs and have food service provided (at no additional cost to the Department); and

WHEREAS, the Department requires the services of a professional Contractor in order to perform set up, and tear down of the tablecloths, skirting, tables, chairs, and food service area (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 March 21st, 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 Ashley Spurgeon 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 Three Thousand Dollars (\$3,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Ashley Spurgeon  
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		Monroe Convention Center
Attn: Ashley Spurgeon		Attn: Talisha Coppock
401 N. Morton, Suite 250		302 South College Ave
Bloomington, Indiana 47402		Bloomington, Indiana 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**

**MONROE COUNTY CONVENTION CENTER**

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Philippa M. Guthrie, Corporation Counsel

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[Talisha Coppock], [Executive Director]

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Paula McDevitt, Director  
Parks and Recreation Department

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Kathleen Mills, President,  
Board of Park Commissioners

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

- Provide, set up, and tear down of tables, chairs, skirting, and table cloths
- Provide, administer, and run a food service for event attendees and exhibitors

## **EXHIBIT B**

### **“Project Schedule”**

Set up will be Saturday morning of the event (March 21<sup>st</sup>, 2020), and tear down will be immediately following on the time schedule of the consultant.

The rental starts on Saturday morning, March 21<sup>st</sup>, at 8am.

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

9  
Mid Service Contract

**EXHIBIT D**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

[Monroe Convention Center]

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: \_\_\_\_\_





## STAFF REPORT

Agenda Item: C-5  
Date: 2/19/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Crystal Ritter, Community Events Coordinator  
**DATE:** February 25, 2020  
**SUBJECT:** REVIEW AND APPROVAL OF THE 2020 A FAIR OF THE ARTS EXHIBITOR AGREEMENT AND EXHIBITOR INFORMATION PACKET

### Recommendation

Staff recommends approval of the A Fair of the Arts Exhibitor Agreement and Exhibitor Information for the 2020 A Fair of the Arts season. This is an agreement between the participating artist vendors and the City of Bloomington Parks and Recreation detailing the expectations and policies for both parties during the duration of A Fair of the Arts.

### Background

A Fair of the Arts is an arts and fine crafts fair that is held the second Saturday of every month (May through October) in conjunction with the Bloomington Community Farmers' Market. A Fair of the Arts was established in 1998 and moved to current location in 2000. Dates and information about the jury process for the art fair for updated for 2020 agreement.

**RESPECTFULLY SUBMITTED,**

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

Crystal Ritter, Community Events Coordinator

## **A Fair of the Arts 2020 EXHIBITOR AGREEMENT**

In consideration of the privilege to participate in A Fair of the Arts (“Fair”) for 2020, the City of Bloomington (“City”), and the undersigned exhibitor(s) (“Exhibitor”), agree to the following, and to the accompanying Fair Information, which is attached to and incorporated into this Agreement by reference as Appendix A.

### **1. ADMINISTRATION**

The Fair is administered by the Parks and Recreation Department of the City following this Agreement. The City sets fees and determines Fair policies. The Fair On-Site Supervisor oversees the Fair and has authority to assign exhibiting space, settle disputes, and disqualify exhibitors for violations of regulations.

### **2. ELIGIBILITY OF EXHIBITORS**

“Exhibitor” is a person whose works of art or whose crafts have been accepted by the Fair Jury for exhibition and sale at the Fair pursuant to this Agreement, or the immediate family of such person, as defined in this Agreement, and who has signed this Agreement.

“Immediate family” is defined in this Agreement to be a parent, child, spouse, or domestic partner of a person whose works of art or crafts have been accepted by the Fair Jury for exhibition and sale at the Fair pursuant to this Agreement.

Only individuals who are named as Exhibitors in this Agreement may exhibit and sell at the Fair. An Exhibitor may exhibit and sell only works which the Exhibitor or the Exhibitor’s immediate family has produced in accordance with the guidelines set forth in this Agreement.

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

### **3. WORKS PERMITTED FOR EXHIBITION AND SALE**

All works must be approved by the Fair Jury prior to exhibition and sale. All works must be original and made by the Exhibitor. Significant alteration of commercial components in any work is required. Works must be safe, be a durable good (not consumable), and exhibit quality of craftsmanship. In works made from or including dried flowers and/or herbs, the flowers and/or herbs must be grown by the Exhibitor.

Unacceptable work includes: work made from kits, work made from molds not made by the Exhibitor, work made by someone other than the Exhibitor (including commercially made products, imports, and products bought for resale), and any work that could be considered paraphernalia.

The City reserves the right to verify that works exhibited meet the above criteria. The Exhibitor must display legible price markers for works offered for sale. All prints must signed and numbered.

#### **4. REGISTRATION TO EXHIBIT AND SELL**

The Exhibitor must have signed this Agreement or be named in this Agreement or have authorized another person to sign on his behalf and have paid all applicable fees before exhibiting or selling any works. Agreements must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 (mailing address: P.O. Box 848, Bloomington, Indiana 47402) by the deadlines set forth in the Fair Information, Appendix A.

#### **5. CANCELLATION AND NO SHOWS**

Any Exhibitor who cancels must notify the City **in writing**. Cancellations received **in writing** at least thirty (30) days prior to the Fair will receive a refund, less a \$15.00 administrative fee. Cancellations received with less than thirty (30) days prior to the Fair will not receive a refund. An Exhibitor's absence without prior notification will be taken into consideration when determining entrance into future fairs. There is no indoor rain location. Each Exhibitor is responsible for providing his/her own protection from the elements for work, and display of materials. There will be no refund of fees because of undesirable weather.

#### **6. GIFT CERTIFICATE PROGRAM**

Exhibitors are encouraged to participate in the Farmers' Market Gift Certificate Program/Food Stamp Initiative (GCP) organized by the City. Information on the GCP is included in the Fair Information, Appendix A.

If the Exhibitor chooses to participate in the GCP, the Exhibitor agrees to attend training or read the Fair Information and abide by the rules established in the Fair Information.

The Exhibitor understands he is responsible for Gift Certificates from the time the Exhibitor receives them for payment until the time they are turned in for redemption.

#### **7. APPROVED WAITLIST EXHIBITORS**

Exhibitors whose applications are submitted by the original due date and are selected to participate in at least one Fair will be considered "APPROVED WAITLIST EXHIBITORS." On Fair dates which Approved Waitlist Exhibitors are not scheduled to participate, Approved Waitlist Exhibitors will be accepted on a first come, first serve basis in the event that a confirmed Exhibitor is not at the Fair by 7:00 AM.

Approved Waitlist Exhibitors must check in with the Fair On-Site Supervisor immediately upon arriving at the Fair and then wait for further instruction. Approved Waitlist Exhibitors may arrive anytime between 6:45 AM and 7:45 AM, and are not guaranteed a spot at the Fair. If a

spot should become available, payment of the Sixty Dollars (\$60.00) booth space rental fee is due immediately, before the Exhibitor will be allowed to set up display.

## **8. EQUIPMENT AND SUPPLIES**

The City will provide each Exhibitor one (1), 10' x 10', booth space. Each Exhibitor must supply the Exhibitor's own tables, chairs, and other display equipment. Exhibitors are required to provide a tent and four (4) proper tent weights. Tents are supplied by the Exhibitor, who is solely responsible for damages or personal injury resulting from the use thereof.

## **9. PROPERTY MAINTENANCE AND UTILIZATION**

Fair hours are 8:00 AM until 1:00 PM (9:00 AM until 1:00 PM in October) **The Exhibitor must have display set-up completed and be ready to sell by 7:00 AM (8:00 AM in October) or attendance points will not be counted and rights to guaranteed booth space will be forfeited. The Exhibitor may not begin to tear down his/her display until 1:00 PM.** The Exhibitor must vacate the premises by 3:00 PM and remove all personal items and equipment. Exhibitors must clean litter and debris before leaving or be subject to a garbage removal fee of One Hundred Dollars (\$100.00).

## **10. CITY'S REMEDIES FOR BREACH**

Violation of any material provision of this Agreement is a material breach and default by the Exhibitor. Upon notice by the City to the Exhibitor of the occurrence of a breach or default during Fair hours, and the Exhibitor's failure to correct the breach within a reasonable time, the Exhibitor agrees to remove personal equipment, clean the area, and vacate the Fair premises. Failure to vacate may subject the Exhibitor to civil and criminal remedies including, but not limited to, remedies for civil and criminal trespass. Upon occurrence of a material breach of this Agreement, the City reserves the right to declare this Agreement terminated, by so stating in a written notice to the Exhibitor, and to retain, as liquidated damages and not as a penalty, any fees prepaid by the Exhibitor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Exhibitors in this Agreement to sell at the Fair in future seasons.

## **11. COVENANT NOT TO SUE**

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

## 12. INDEMNIFICATION

The Exhibitor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the City of Bloomington, Indiana, its employees, agents, and officers, and the members of the Fair Steering Committee and Fair Jury, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities, and expenses, including reasonable attorney fees and court costs, which may occur as a result of the Exhibitor's participation in the Fair, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents, or officers, or the Fair Steering Committee or the Fair Jury.

***\*PLEASE SAVE THIS COPY FOR YOUR RECORDS***

**EXHIBITOR COPY**

### SIGNATURES

#### Exhibitor Information

\_\_\_\_\_  
Print full name of each Exhibitor (Primary Exhibitor)

\_\_\_\_\_  
(Additional Exhibitors)

\_\_\_\_\_  
Print mailing address(es)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibitors' phone number(s) \_\_\_\_\_

**This Agreement is effective when both the Exhibitor and the Administrator of the Bloomington Parks & Recreation Department have signed and dated it.**

\_\_\_\_\_  
Primary Exhibitor's Signature      Date  
Market Registrant

\_\_\_\_\_  
Additional Exhibitor's Signature      Date  
Market Registrant

\_\_\_\_\_  
Additional Exhibitor's Signature      Date

\_\_\_\_\_  
Additional Exhibitor's Signature      Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

The above-signed Primary Exhibitor gives the City permission to release my name, address and phone number to customers interested in contacting you for information and/or special orders?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Initial one:**      Exhibitor chooses to participate in the Gift Certificate Program      \_\_\_\_\_  
                         Exhibitor chooses NOT to participate in the Gift Certificate Program      \_\_\_\_\_

***\*(SEND THIS PAGE OF THE AGREEMENT BACK TO CRYSTAL RITTER ALONG WITH PAYMENT. BOOTH SPACE WILL NOT BE SECURED UNTIL THE SIGNED AGREEMENT AND FULL PAYMENT HAVE BEEN RECEIVED.)***

**SIGNATURES**

**Exhibitor Information**

\_\_\_\_\_  
Print full name of each Exhibitor (Primary Exhibitor)

\_\_\_\_\_  
(Additional Exhibitors)

\_\_\_\_\_  
Print mailing address(es)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Exhibitors' phone number(s)

**This Agreement is effective when both the Exhibitor and the Administrator of the Bloomington Parks & Recreation Department have signed and dated it.**

_____ Primary Exhibitor's Signature Market Registrant	_____ Date	_____ Additional Exhibitor's Signature Market Registrant	_____ Date
---	---------------	--	---------------

_____ Additional Exhibitor's Signature	_____ Date	_____ Additional Exhibitor's Signature	_____ Date
---	---------------	---	---------------

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

The above-signed Primary Exhibitor gives the City permission to release my name, address and phone number to customers interested in contacting you for information and/or special orders?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Initial one:**    Exhibitor chooses to participate in the Gift Certificate Program    \_\_\_\_\_  
                         Exhibitor chooses NOT to participate in the Gift Certificate Program    \_\_\_\_\_

## **A FAIR OF THE ARTS 2020 EXHIBITOR INFORMATION**

### **Appendix A**

#### **FAIR DATES AND HOURS**

A Fair of the Arts takes place on the second Saturdays of each month during the Bloomington Community Farmers' Market season: May 9, June 13, July 11, August 8, and September 12 from 8 AM until 1 PM and October 10 from 9 AM until 1 PM.

#### **FAIR SITE**

A Fair of the Arts takes place on Showers Civic Plaza at 401 North Morton Street in Bloomington, Indiana, (adjacent to the Showers Building, between Eighth and Ninth Streets and The City of Bloomington City Hall building).

#### **CONTRACT**

All Exhibitors selling at A Fair of the Arts are required to sign the 2020 A Fair of the Arts Exhibitor Agreement in advance of selling at any fair. Spaces will not be secured until payment and contracts have been received. The information on the contract is public record.

#### **SELECTION OF ARTIST FOR A FAIR**

Artists are selected through a jury process. The jury will be comprised of local individuals who have vested interest in A Fair of the Arts and/or the local arts. The jury will score and select artists using the applications and photos submitted by artists.

The following criteria will be used to select artists for A Fair of the Arts.

1. **Product Guidelines** - Work meets guidelines established in contract (see contract section 3 "Works Permitted for Exhibition and Sale"). All works must be created by the exhibitor.
2. **Style of Work** - Applications will be divided into 10 categories (clay, drawing/painting/photography, fiber arts, glass, jewelry, metalwork/woodwork, natural materials, recycled arts, surface decoration, and personal care). Artists must choose ONE category that best represents the majority of product created and sold. A minimum of 80% of the product the artist sells must be within that category. Artists may apply to sell in multiple categories. Artists applying in multiple categories must fill out an application and pay all applicable fees for each category in which they apply.
3. **Quality of Work** - Works must be safe, be a durable good, and exhibit quality of craftsmanship. Works will be juried based on application materials submitted.
4. **Price Range** – Consideration is given to artists who include reasonably priced pieces.
5. **Variety of Artists** - Consideration will be given to including a variety of qualified artists and styles of work.

#### **UNLOADING, LOADING, AND PARKING**

Exhibitors may idle their vehicles along the west side of Morton Street facing south beginning at 6:00 AM to unload (7:00 AM in October). After unloading, please move vehicle to the IU EMS permit lot off Morton Ave., which can be entered from the 9<sup>th</sup> Street and Morton Ave. alley. At



the end of the day exhibitors may once again idle their vehicles in the same way beginning at 1 PM.

***Artists must check-in by 7:00 AM (8:00 AM in October) unless written arrangements have been made and confirmed by the event coordinator before 4 PM on the Friday before the event. Reserved spaces can be given to an artist on the waitlist after that time. If you are running late, contact the cell phone of the event organizer BEFORE 7:00 AM. The number to call will be provided by email several days before each show.***

All exhibits must be set-up by 7:30 AM and Exhibitors may not begin to tear displays down until 1 PM. Exhibitors must vacate the premises by 3:00 PM.

A landscaping cart is available for use during loading and unloading.

### **ASSIGNMENTS AND LIMITS OF SPACE**

Each Exhibitor is limited to one reserved space unless otherwise assigned. Each space is 10' x 10' in size.

### **WAIT LIST**

All artists on the approved wait list may arrive on the morning of A Fair of the Arts to fill an available space. If a spot should become available, payment of the Sixty Dollars (\$60.00) booth space rental fee is due immediately. The spots will be assigned by the On-Site Supervisor on a first come, first served basis starting at 7:00 AM (8:00 AM in October).

### **CANCELLATIONS**

Any Exhibitor who cancels must notify the City **in writing**. Cancellations received **in writing** at least thirty (30) days prior to the Fair will receive a refund, less a \$15.00 administrative fee. Cancellations received with less than thirty (30) days prior to the Fair will not receive a refund. An Exhibitor's absence without prior notification will be taken into consideration when determining entrance into future fairs. There is no indoor rain location. Each Exhibitor is responsible for providing his/her own protection from the elements for work, and display of materials. There will be no refund of fees because of undesirable weather.

### **GIFT CERTIFICATES**

Exhibitors are encouraged to participate in the Gift Certificate Program (GCP) offered by Parks. Customers can purchase Market Gift Certificates, vouchers which are valued at \$5 or \$20 each, good towards the purchase of products at both the Bloomington Community Farmers' Market and A Fair of the Arts. Customers can purchase Gift Certificates with cash or check during Market hours at the Parks and Recreation information table or in the Parks and Recreation main office in City Hall, Monday - Friday from 8:00 AM – 5:00 PM with cash, check or credit card. Gift Certificates are good for one year from date of issue. ***Exhibitors may give change for Gift Certificate purchases.***

***DO NOT ACCEPT THE BLUE "MARKET BUCKS" FOR ART WORK. THEY ARE FOR ELIGIBLE FOOD ITEMS ONLY.***

### **GCP Participation**

*In order to participate Exhibitors must:* 1) Indicate on Exhibitor Contract intention to participate on your 2019 A Fair of the Arts Exhibitor Agreement. 2) Attend a training or read and understand the Gift Certificate information in this information sheet. Trainings are available on an individual bases at A Fair pf the Arts or by appointment. 3) All vendors who wish to participate in GCP must complete the City's W-9 and Electronic Funds Transfer (EFT) approval form. This form will be emailed to all accepted Exhibitors. If you prefer to receive one by mail, please contact the fair administrator.

### **Redeeming Gift Certificates for Payment**

Once W-9 and EFT forms have been processed, vendor will receive a Vendor Card. Present this card along with Gift Certificate at the time of redemption. You may redeem these vouchers on Bloomington Community Farmers' Market Saturdays in the atrium of Bloomington's City Hall from 8:00 AM – 12:30 PM (9:00 AM -12:30 PM in October.) At the Holiday Market, redemptions may be turned in at the Market Information Table from 10:00 AM – 3:00 PM. All Gift Certificates should be submitted at Market no later than the Holiday Market (November 30, 2019).

### **Payment Disbursement**

The City of Bloomington processes the redemption forms every two weeks. Vendors will receive an EFT for the value for the redemption within four to six weeks. Vendors with email will receive an email notifying them that the funds will be available through an electronic transfer directly to their bank account on a specified date.

### **FEES**

Each Exhibitor pays a fee of \$60.00 per Saturday. Fees cover direct costs of the Fairs.

### **RECEIPTS AND COMMISSIONS**

Exhibitors should issue receipts when customers request them. Commissions on sales are not collected.

### **TAXES**

Exhibitors are responsible for collecting required taxes and for keeping appropriate records. Indiana Department of Revenue Registered Retail Merchants Certificate applications are available by calling (317) 232-2165.

### **DEMONSTRATIONS**

Exhibitors are encouraged to provide demonstrations of their art or craft with prior approval. An area will be made available for such demonstrations if necessary.

### **BOOTH SITTERS**

Booth sitters are available to enable Exhibitors to take restroom and food breaks.

### **HAWKING**

Vociferous hawking and selling outside of booth space is not allowed.

**ELECTRONIC MUSIC**

Audible music from radios, tape players, or CD players is strictly prohibited.

**FAIR STAFF**

There will be an on-site supervisor at each fair. Questions or comments during the business week will be welcomed by the fair administrator:

Crystal Ritter  
City of Bloomington Parks and Recreation Department  
401 North Morton Street, Suite 250  
(812) 349-3725  
ritterc@bloomington.in.gov



## STAFF REPORT

Agenda Item: C-6  
Date: 2/19/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Steve Cotter, Natural Resources Manager  
**DATE:** February 25, 2020  
**SUBJECT:** Bird Fest 2020 Agreement Review/Approval

### **Recommendation**

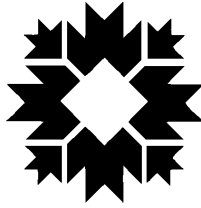
Staff recommends approval of this agreement.

### **Background**

The Sassafras Audubon Society and Bloomington Parks and Recreation would like to enter into a partnership to present Bird Fest 2020 at Switchyard Park on April 4. This 3<sup>rd</sup> annual Bird Fest will celebrate the importance of birds locally and globally. Focusing on conservation and some of the ecological issues facing birds, Bird Fest is an important event to educate children and adults about how they can help provide solutions. Researchers from Indiana University will highlight some of the important bird research being done locally. Bloomington and the surrounding areas are important stop-over sites for many migratory species, and critical breeding habitat for many species. Improved awareness and understanding of these amazing creatures will benefit us and them. Bird Fest is for the birds!

**RESPECTFULLY SUBMITTED,**

Steve Cotter, Natural Resources Manager



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

**PROGRAM PARTNERSHIP AGREEMENT**  
**BIRD FEST 2020**

**Partner(s):**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Sassafras Audubon Society ("SAS") and the Bloomington Parks and Recreation Department ("BPRD").

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

**WHEREAS**, the SAS and BPRD desire to cooperate in the provision of a community event called BirdFest for the general public; and,

**WHEREAS**, the SAS and BPRD are qualified to perform such services; and,

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

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

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

**1. Purpose of Agreement:**

The goal of this project is to outline a program partnership which will provide an event that is a fun way for members of the Bloomington community to learn about birds and their importance to our local and global environment by combining available resources from each partner to the Agreement.

**2. Duration of Agreement:**

This Agreement commences on March 1st and expires on April 30th, 2020 unless terminated earlier as provided under Article 9 of this Agreement.

**3. Sassafras Audubon Society**

The goals of SAS are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bird themed event called BirdFest. The event, to be held at Switchyard Park on Saturday April 4th, from 1:00 p.m. - 4:00 p.m., is designed to create a fun way to learn about birds and provide an afternoon of bird related activities for community members.

SAS agrees to:

- 3.1. Assist with the distribution of promotional materials to include flyers, posters, and signs.
- 3.2. Communicate to the public and participants about cooperative programs and activities.
- 3.3. Mail out sponsorship information to local businesses by March 1, 2020.
- 3.4. Promote BirdFest at other family-friendly SAS events prior to the event.
- 3.5. Share all marketing/promotional material with BPRD prior to advertising.
- 3.6. Coordinate layout and logistics with partners for entire event.
- 3.7. Create event map or brochure to outline program participants.
- 3.8. Assist with set-up and tear-down of the event.
- 3.9. Coordinate family friendly activities and entertainment for the event.
- 3.10. Coordinate food vendors for the event.
- 3.11. Recruit volunteers.

#### **4. Bloomington Parks and Recreation Department**

The goals of BPRD are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bird themed event called BirdFest. The event, to be held at Switchyard Park (“SYP”) on Saturday April 4th, from 1:00 p.m. - 4:00 p.m., is designed to create a fun way to learn about birds and provide an afternoon of bird related activities for community members.

BPRD agrees to:

- 4.1. Host the event at the Pavilion, amphitheater and picnic shelter in Switchyard Park.
- 4.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 4.3. Provide outdoor facility space for presenters, displays, and activities at SYP.
- 4.4. Provide program publicity by publishing an event announcement on the BPRD’s social media outlets.
- 4.5. Assist with bird-themed program activities and tabling displays.
- 4.6. Provide staff to assist with set-up and tear-down of event.

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

The intent of this Agreement is to document a mutually beneficial partnership between SAS and BPRD for Bird Fest.

SAS and BPRD agree to:

- 5.1. Share all marketing/promotional material between all partners involved.
- 5.2. Coordinate safety management and regulate visitor flow at event.
- 5.3. Coordinate acknowledgement and thanking of sponsors.
- 5.4. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.
- 5.6. Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, SAS and BPR shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. None of the Partners to this Agreement are required to continue this verification if the E-Verify program no longer exists. All Partners shall sign an affidavit affirming that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.
- 5.7. 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.
- 6.8 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.

## **6. Insurance**

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

## **7. Notice and Agreement Representatives:**

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

**Bloomington Parks and Recreation**  
Steve Cotter, *Natural Resources Manager*  
P.O. Box 848  
Bloomington, IN 47402  
cotters@bloomington.in.gov  
(812) 349-3736

**Sassafras Audubon Society**  
Rita Stephens, *Program Coordinator*  
P.O. Box 85  
Bloomington, IN 47402  
ritastephens11@gmail.com  
(812) 360-5351

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

**Bloomington Parks and Recreation**  
Steve Cotter, *Natural Resources Manager*  
P.O. Box 848,  
Bloomington, IN 47402  
cotters@bloomington.in.gov  
(812) 349-3736

**Sassafras Audubon Society**  
Rita Stephens, *Program Coordinator*  
P.O. Box 85  
Bloomington, IN 47402  
ritastephens11@gmail.com  
(812) 360-5351

## **8. Termination:**

- 8.1. Termination by mutual agreement: The partners may terminate this Agreement prior to April 1, 2020, by mutual written agreement only.
- 8.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.

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

The partners, 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**

**SASSAFRAS AUDUBON SOCIETY**

---

Steve Cotter, Natural Resources Manager

---

Rita Stephens, Program Coordinator



APPENDIX A

STATE OF INDIANA

SS:

COUNTY OF \_\_\_\_\_

AFFIDAVIT

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

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

\_\_\_\_\_  
Signature

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

STATE OF INDIANA )

) SS:

COUNTY OF MONROE )

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

\_\_\_\_\_  
Notary Public

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

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



## STAFF REPORT

Agenda Item: C-7  
Date: 2/19/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Barb Dunbar, Operations Coordinator  
**DATE:** February 25, 2020  
**SUBJECT:** MONUMENT REPAIRS AT ROSE HILL AND WHITE OAK CEMETERIES

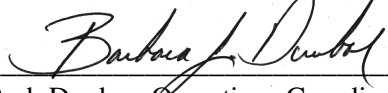
### Recommendation

Staff recommends approval of this contract with Ronnie G Pursell to perform monument repairs at Rose Hill and White Oak Cemeteries. Funding source: Cemeteries General Fund: 200-18-189501-53990 - \$4,500.

### Background

Department has been successful in securing funds which allow us to make annual headstone repairs at both Rose Hill and White Oak Cemetery. Over time the earth settles and stones begin to show signs of leaning or completely tipping over. In order to prevent the headstones from disappearing into the earth or incurring damage from grounds equipment we attempt to reset and/or repair as many headstones as time and budget allow each year. This annual process has been vital to the preservation of some of our City's most notable and historical markers.

**RESPECTFULLY SUBMITTED,**

  
Barb Dunbar, Operations Coordinator

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
PURSELL MONUMENT  
FOR  
HEADSTONE REPAIRS AT ROSE HILL AND WHITE OAK CEMETERIES**

This Agreement, entered into on this 25<sup>th</sup> day of February, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Pursell Monument (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to perform monument repairs at Rose Hill and White Oak Cemeteries; and

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

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 Four Thousand Five Hundred Dollars (\$4,500). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Barb Dunbar  
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		Pursell Monument
Attn: Barb Dunbar		Attn: Ronnie G Pursell
401 N. Morton, Suite 250		2103 S Kirby Road
Bloomington, Indiana 47402		Bloomington, Indiana 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**

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

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

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

**PURSELL MONUMENT**

\_\_\_\_\_  
Ronnie G Pursell, Owner



## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

Pursell Monuments will perform headstone, family pen, and/or monument repairs in Rose Hill and White Oak Cemeteries. This involves foundation resets, leveling, reseals and mortaring. Stones identified for repair work will be decided by the Department and flagged for proper identification by Contractor.

## **EXHIBIT B**

### **“Project Schedule”**

Contractor shall complete the Services required under this Agreement on or before December 31, 2020.

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

**PURSELL MONUMENT**

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-8  
Date: 2/19/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Leslie Brinson, Community Events Manager  
**DATE:** February 25, 2020  
**SUBJECT:** REVIEW/APPROVAL OF ALCOHOL PERMITS FOR PARKS EVENTS IN SWITCHYARD PARK

### Recommendation

Staff recommends approval for the sale of alcohol at Parks and Recreation events taking place at Switchyard Park during 2020. Staff will utilize outside vendors to provide alcohol permits, and secure a bar area where individuals 21 and over will be able to purchase and consume alcohol within a designated area.

### Background

The Parks and Recreation Department would like to offer alcohol sales at specific events managed by the Department and taking place in Switchyard Park. Staff will work with an outside vendors for the sale of alcohol. These contracted vendors will be responsible for following requirements of our internal Alcohol Permit. This includes obtaining an approved application from the State of Indiana, Alcohol & Tobacco Commission and providing a copy of the state permit prior to their event to staff. The contracted vendor will also be responsible for securing a bar area where individuals 21 and over will be able to purchase the alcohol. Vendors will pay the department 10% of their gross sales on each event as agreed upon in the department's concessions agreement.

Events in which we would like to have alcohol sales include but are not limited to Trivia Nights in the Park, Performing Arts Series Concerts, Movies and Yappy Hours.

**RESPECTFULLY SUBMITTED,**

Leslie Brinson, Community Events Manager



## STAFF REPORT

Agenda Item: C-9  
Date: 2/19/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull  
**DATE:** February 25, 2020  
**SUBJECT:** REVIEW/APPROVAL OF SEVEN (7) SERVICE AGREEMENTS FOR 2020

### **Recommendation**

Staff recommends approval of these seven (7) service agreements. These services agreements will come out of regular general fund budgets of specific areas when and if the service is needed. The seven (7) are as follows:

1. Terminix International-general pest management on an limited and only as needed basis.
2. Styner Sports Training Inc.-paints and diagrams arena ice during installation.
3. Keller Heating & Air Conditioning, Inc. – general HVAC repair or service.
4. DEEM Inc.-very specific cooling and mechanical for ice arena work.
5. Steve's Welding-general welding and metal repair if needed.
6. Young Plumbing & Mechanical-general plumbing to add another competitor to our vendors.
7. Price Electric-electrical repair and maintenance.

### **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,**

John Turnbull, Division Director Sports

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
TERMINIX**

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

**Article 1. Scope of Services** Contractor shall provide pest management ("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 Dee Tuttle, Program/Facilities 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 dollars and zero cents (\$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: Dee Tuttle The Staff, 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:  
No later than December 31, 2020.

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

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. 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: Dee Tuttle, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Terminix International. 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**

**Terminix International OF CONTRACTOR**

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

\_\_\_\_\_  
Name of Signatory, Title

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Date

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

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



**EXHIBIT A**  
**E-VERIFY AFFIDAVIT**

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
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\_\_\_\_.

**Terminix International**

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

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

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

\_\_\_\_\_  
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  
STYNER SPORTS TRAINING**

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

**Article 1. Scope of Services** Contractor shall provide ice painting services ("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 Hsiung Marler as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed five thousand dollars (\$5,000). 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 The Staff, 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:  
No later than December 31, 2020.

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

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. 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: Hsiung Marler, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Styner Sports Training. 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**

**Styner Sports Training**

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

\_\_\_\_\_  
Name of Signatory, Title

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Date

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

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

**EXHIBIT A**  
**E-VERIFY AFFIDAVIT**

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

# AFFIDAVIT

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

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

Signature

Printed Name

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

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

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\_\_\_\_.

**Styner Sports Training**

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

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

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

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
KELLER HEATING & AIR CONDITIONING, INC**

This Agreement, entered into on this 25th day of February, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Keller Heating & Air Conditioning, Inc. ("Contractor").

**Article 1. Scope of Services** Contractor shall provide heating and air conditioning service and repair ("Services"). Contractor shall diligently provide the Services under this Agreement at an hourly rate of one hundred twenty one dollars (\$121.00) per hour plus materials Monday-Friday 8am-4:30pm and all other times for an after hour rate of one hundred eighty one dollars and fifty cents (181.50) plus materials. Contractor 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 Hsiung Marler as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule:  
Prior to December 31, 2020

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

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. 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: Hsiung Marler, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Keller Heating & Air Conditioning Inc., 318 North Rogers Street, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**CITY OF BLOOMINGTON**

**Keller Heating & Air Conditioning, Inc.**

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

\_\_\_\_\_  
Name of Signatory, Title

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Date

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

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



**EXHIBIT A**  
**E-VERIFY AFFIDAVIT**

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

# AFFIDAVIT

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

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

Signature

Printed Name

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

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

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\_\_\_\_.

**Keller Heating & Air Conditioning, Inc.**

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

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

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

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
DEEM, LLC**

This Agreement, entered into on this 25th day of February, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and DEEM, LLC ("Contractor").

**Article 1. Scope of Services** Contractor shall provide mechanical, electrical and plumbing service and repair ("Services"). Contractor shall diligently provide the Services under this Agreement at an hourly rate of one hundred dollars (\$100.00) per hour Monday-Friday 7am-6pm and all other times for an after hour rate of one hundred fifty dollars (150.00) with a minimum seventy dollar(\$70) truck charge. Contractor 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 Hsiung Marler as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twelve Thousand Dollars and zero cents \$12,000.00. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule:  
Prior to December 31, 2020

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

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. 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: Hsiung Marler, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Keller Heating & Air Conditioning Inc., 318 North Rogers Street, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**CITY OF BLOOMINGTON**

**DEEM, LLC**

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

\_\_\_\_\_  
Name of Signatory, Title

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Date

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

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

**EXHIBIT A**  
**E-VERIFY AFFIDAVIT**

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
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\_\_\_\_.

**DEEM LLC**

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

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

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

\_\_\_\_\_  
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  
STEVE'S WELDING**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Steve's Welding ("Contractor").

**Article 1. Scope of Services** Contractor shall provide welding services ("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 Hsiung Marler as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule:  
No later than December 31, 2020.

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

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. 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: Hsiung Marler, 401 N. Morton, Bloomington, IN 47402. **Contractor: Steve'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**

**STEVE'S WELDING**

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

\_\_\_\_\_  
Name of Signatory, Title

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Date

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

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



**EXHIBIT A**  
**E-VERIFY AFFIDAVIT**

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
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\_\_\_\_.

**Steve's Welding**

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

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

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

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
YOUNG PLUMBING & MECHANICAL, INC**

This Agreement, entered into on this 25th day of February, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Young Plumbing & Mechanical, Inc. ("Contractor").

**Article 1. Scope of Services** Contractor shall provide heating and air conditioning service and repair ("Services"). Contractor shall diligently provide the Services under this Agreement at an hourly rate of ninety five dollars (\$95.00) per hour for one person or one hundred sixty dollars (\$160.00) for a two-person job plus materials Monday-Friday 8am-4:30pm and all other times for an after hour rate of one hundred forty two dollars and fifty cents (142.50) one-person and two hundred forty dollars (\$240.00) for a two-person job plus materials. Contractor 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 Hsiung Marler as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule:  
Prior to December 31, 2020

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

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. 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: Hsiung Marler, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Keller Heating & Air Conditioning Inc., 318 North Rogers Street, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**CITY OF BLOOMINGTON**

**Young Plumbing & Mechanical, Inc.**

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

\_\_\_\_\_  
Name of Signatory, Title

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Date

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

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

**EXHIBIT A**  
**E-VERIFY AFFIDAVIT**

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

# AFFIDAVIT

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

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

Signature

Printed Name

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

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

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\_\_\_\_.

**Young Plumbing & Mechanical, Inc.**

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

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

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

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
Price Electric**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Price Electric ("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 December 31, 2020, 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 and/or Daren Eads and/or Aaron Craig 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 Dollars and zero cents (\$10,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Dee Tuttle, 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:

As mutually agreed upon prior to December 31, 2020.

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

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. 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: Dee Tuttle, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Price Electric Inc., 724 E. Thorton 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

\_\_\_\_\_  
Date

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

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



**EXHIBIT A**  
**E-VERIFY AFFIDAVIT**

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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



## STAFF REPORT

Agenda Item: C-10  
Date: 2/19/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull  
**DATE:** February 25, 2020  
**SUBJECT:** TWIN LAKES RECREATION CENTER FRONT COUNTER REMODEL

### Recommendation

Staff recommends approval of Fox Construction Company, Inc for this project. GOB Bond 977-18-10016E-54510.

### Background

This is a complete update and color scheme change for the front lobby counter. The scope of the project includes new doors, new counter, glass panels, new cabinets, new mirrors, new carpet, and new rubberized flooring.

The project was originally quoted in 2018 but for various reasons the submitted quotes were not adequate to go forward on the project.

This time three quotes were received and all very similar in price. Loren Wood Builders quoted \$44,463, Strauser Construction quoted \$42,900, and Fox Construction Company Inc quoted \$42,788. We have done several projects with Fox Construction and have been very satisfied with their work.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "John Turnbull", is written over a horizontal line.

John Turnbull, Division Director Sports

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
FOX CONSTRUCTION COMPANY, INC  
FOR  
TWIN LAKES RECREATION CENTER FRONT COUNTER REMODEL**

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

**WITNESSETH:**

WHEREAS, the Department wishes to have the front counter remodeled; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform front counter remodeled (the "Services" as further defined below); and

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 1, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Megan Stark 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 forty two thousand seven hundred eighty eight dollars (\$42,788.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

John Turnbull or Megan Stark  
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 by October 1, 2020 as stated in Article 1 above. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

#### **Article 7. Termination**

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

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

#### **Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

#### **Article 22. Compliance with Laws**

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

#### **Article 23. E-Verify**

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

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

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

#### **Article 24. Notices**

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

##### **Department:**

##### **Contractor:**

City of Bloomington		Tony Fox
Attn: Megan Stark		Fox Construction Company, Inc
401 N. Morton, Suite 250		6931 South Old State Rd 37
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 C, 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**

**Fox Construction Company**

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

\_\_\_\_\_  
Name of Signatory, Title

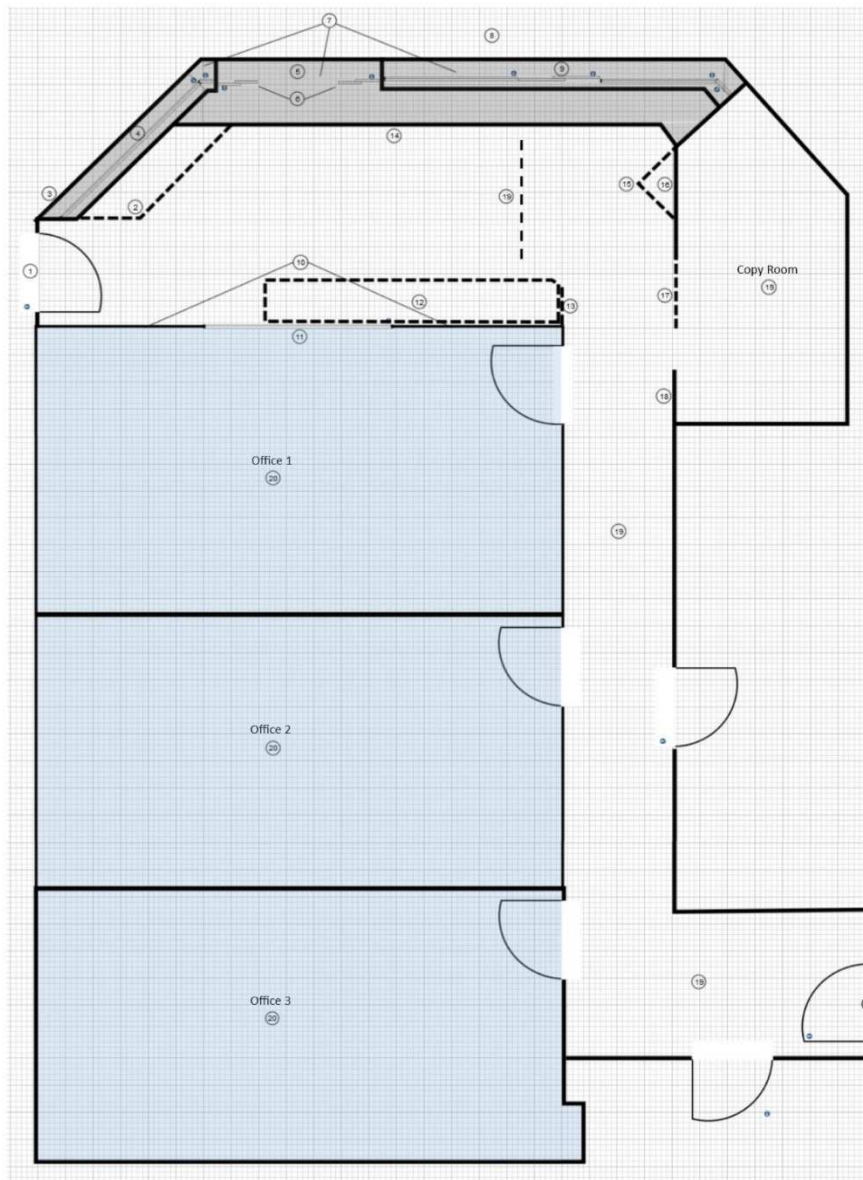
\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

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

## EXHIBIT A

### “Scope of Work”

The Services shall include the following:



Twin Lakes Recreation Center: Front End Remodel

1. Remove existing door- replace with glass door (Owner will install OnBoard system).
2. Remove existing lower counter and discard.
3. Raise current counter to existing upper counter height.
4. Install glass panels from upper counter to ceiling to enclose front desk area. See Elevation.
5. Create new ADA compliant counter.
6. Install new sliding glass panels (frosted from lower counter height to upper counter height). See Elevation.
7. Install new Cambria Quartz countertops.
8. Install new covering for front desk facing. See Elevation.
9. Install new sliding glass panels
10. Remove existing mirrors, patch drywall, paint- SW 7516 Kestrel White. See Elevation.
11. Remove existing mirror, install new one-way mirror, paint drywall surround- \*Existing dark green . See Elevation.
12. Remove existing cabinets. See #14.
13. Remove existing portion of wall
14. Reinstall select existing cabinets, furnish and install one 18" file style cabinet
15. Remove existing drywall
16. Align new wall construction with existing
17. Remove portion of existing wall
18. Extend existing wall to a total of 24"
19. Remove existing rubber matting/carpet and discard- grind concrete joint to grade
20. Remove existing carpet and install new carpet- Patcraft Futura: \*color TBD
21. Door change pending. Door add alternate. Use existing materials or new frame and door (Owner will install OnBoard system)

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

8  
Mid Service Contract

**EXHIBIT C**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Fox Construction Company, 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: \_\_\_\_\_

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



## STAFF REPORT

Agenda Item: C-11  
Date: 2/19/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dee Tuttle, Sports Facility/Program Manager  
**DATE:** February 25, 2020  
**SUBJECT:** APPROVAL OF PARTNERSHIP AGREEMENT WITH THE BLOOMINGTON FOOTBALL CLUB TO PROVIDE A SOCCER PROGRAM AT WINSLOW SPORTS COMPLEX

### Recommendation

Staff recommends approval of this agreement. We estimate invoicing this partner for about \$12,000 hourly field rentals in the first year with annual growth anticipate. We invoice this type of partner on a monthly basis.

### Background

The Bloomington Football Club provides an affordable and effective youth soccer program, designed to introduce beginner participants to the sport as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Dee Tuttle", is written over a horizontal line.

Dee Tuttle, Sports Facility/Program Manager



## **COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP**

This Agreement, made and entered into this 25th day of February, 2020, by and between the Bloomington Parks and Recreation Department ("Parks") and Bloomington Football Club ("BFC"), WITNESSETH:

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

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

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

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

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

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

- 1. Purpose of Agreement.** This agreement outlines a program partnership which will provide an affordable and effective youth soccer program, designed to introduce beginner participants to the program as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.
- 2. Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until November 1, 2020, unless terminated earlier as provided herein.
- 3. Duties of Parks.** Parks agrees to:

- a. Allow BFC access to Winslow Field 5 on a first priority basis.
- b. Allow BFC access to Winslow Baseball Field 5 specified on the dates and at the times set forth at the beginning of the season at the partnership rates:  
  
 Winslow Sports Complex:  
 Practice/Games (excludes field lining) \$16.00 per hour  
 Practice/Games with lights (excludes field lining) \$20.00 per hour
- c. Provide facility maintenance including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- d. Provide sport field and parking lot lighting including the cost of maintenance and operation of lighting systems for field 5, parking lots and buildings.
- e. Provide turf management including seeding, fertilizing, aerifying, weed control, and mowing.
- f. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- g. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that BFC is not comfortable with resuming play after an all clear is given from a Parks representative, BFC may decide to cancel play and that will be communicated on the hotline.
- h. Provide a storage room for BFC program supplies at Winslow and Olcott.
- i. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters at the Winslow Sports Complex.
- j. Provide the services of the Sports Facility/Programs Manager as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- k. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.
- l. Allow play on coned off parking lot area if fields are unplayable.
- m. Provide initial lining of 2 soccer fields in the outfield of Winslow field 5.
- n. Allow BFC to hang sponsor banners on fencing of Winslow field 5.

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

- a. Maintain close contact with the Sports Facility/Programs Manager.
- b. Purchase field line paint and line as needed.
- c. Agree to have each head coach obtain Coaching Education program requirements. BFC also agrees to have all adults involved with the program submit to a local and state criminal history check.
- d. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least two weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow, the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)
- e. List the Parks and Recreation Department on all publicity and promotional materials developed by BFC as a “partner” or “in partnership with.” A copy of any promotional materials should be submitted to the Parks and Recreation Department’s Sports Facility/Programs Manager for approval prior to distribution to the public.
- f. Refer any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues to Parks on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
- g. Obtain legally binding liability waivers from all participants which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that BFC fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
- h. Name the City of Bloomington as additional insured on its general liability policies and shall provide Parks with certificate of insurance prior to March 1, 2020.
- i. Refrain from operating vehicles or other equipment on-site while participants are present.
- j. Maintain/paint field lines (Winslow fieldl 5) throughout usage.

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



6. **Parks Review of BFC Program.** BFC is recognized as having the ability to conduct the youth soccer program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues.
7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. **Notice and Agreement Representatives.**

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

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

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

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

Jeremy Sweet  
BFC President  
(812)345-0278

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

10. **Termination.** The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to correct the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.
11. **Insurance and Indemnity.** BFC shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and BFC shall provide Parks with a certificate of

insurance prior to the commencement of operations under this Agreement. BFC and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

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

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

**BFC**

By: \_\_\_\_\_  
Jeremy Sweet, President

**BLOOMINGTON PARKS AND RECREATION**

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

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

\_\_\_\_\_  
Philippa Guthrie, Corporation Counsel  
City of Bloomington



## STAFF REPORT

Agenda Item: C-12 Date: 2/19/2020
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Administrator Review\Approval PM
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**TO:** Board of Park Commissioners  
**FROM:** Dee Tuttle, Sports Facility/Program Manager  
**DATE:** February 25, 2020  
**SUBJECT:** APPROVAL OF PARTNERSHIP AGREEMENT WITH MCTENNIS TO PROVIDE TENNIS LESSONS OPPORTUNITIES BLOOMINGTON HIGH SCHOOL SOUTH AND/OR WINSLOW SPORTS COMPLEX

### Recommendation

Staff recommends approval of this agreement. The general agreement is we retain 20% of all registrations. We estimate that amount to be approximately \$3,500 for the first year with yearly growth anticipated.

### Background

MCTennis will provide an affordable and effective youth and adult tennis lesson program. This program is designed to introduce beginner participants to the sport as well as provide for skill advancement for those that have been playing the sport. MCTennis will provide an affordable and effective tennis instruction program for the Bloomington community by combining available resources from each party to the Agreement.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Dee Tuttle", is written over a horizontal line.

Dee Tuttle, Sports Facility/Program Manager



## **COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP**

This Agreement is made and entered into this 25th day of February, 2020, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and MC Tennis.

WHEREAS, BPRD and MC Tennis desire to cooperate in the provision of a tennis instruction program for the general public; and

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

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

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

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

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

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

This Agreement is in effect from the date of signing until November 1, 2020, unless terminated earlier as provided under Article 7.0.

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

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

5. Provide MC Tennis with reports of fees collected prior to the start of each session.
6. Perform the following payment transactions:
  - a) Collect registration fees of \$60/in city, \$68 non-city for youth and adults per participant for tennis instruction; group only. Group defined as 3 or more per instructor.
  - b) Retain 20% for each participant registered;
  - c) Pay MC Tennis 80% share of fees collected upon receipt by BPRD of and MC Tennis invoice, following the completion of each group of tennis instruction sessions offered.
7. Provide weather hotline.
8. Site visit at least once per session to evaluate service delivery, match participant numbers with session roster, evaluate partnership.

#### **4.0 MC Tennis:**

- 4.1 The goals of MC Tennis are to offer a tennis instruction program to adults and youth, introduce the sport to the public and increase participation.
- 4.2 MC Tennis agrees to:
  1. Provide and maintain the following equipment: ball hoppers, tennis balls, first aid equipment.
  2. Provide the following facilities: tennis courts, bathrooms, telephone, shelter for inclement weather; defined as, but not limited to, extreme wind, rain or lightning.
  3. Hire and train tennis lesson instructors for group lessons who are at least 15 years of age. One instructor shall have a general tennis instruction certification. One instructor shall be certified in CPR/First Aid and AED and be in attendance at all times.
  4. Provide invoices to BPRD as detailed in section 3.2.6 (e).
  5. Require participants to register through Parks and Recreation program for group lessons and audit each group lesson registration.
  6. Provide the overall program structure including all planning, organizing, and implementing of the instructional program.
  7. Retain 100% of the following program revenue:
    - A. Private lessons. Private defined as a maximum of two participants.
    - B. Competitions

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

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between MC Tennis and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services

and customer satisfaction.

- 5.3 MC Tennis shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and MC Tennis shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5 MC Tennis is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. MC Tennis shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques and equipment.
- 5.6 The location of the program shall be provided by MC Tennis at their facilities at 1965 S. Walnut St., Bloomington, IN.
- 5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property if lessons are moved to Winslow Sports Park.
- 5.8 If lessons are moved to Winslow Sports Park; Pursuant to Indiana code Sections 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), LMSA may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If MC Tennis implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.
- 5.9 The parties will evaluate this Agreement and the services provided during the month of November, 2020.
- 5.10 MC Tennis shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of MC Tennis activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against MC Tennis, its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

## **6.0 Notice:**

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

**MC Tennis**  
Matt Corry  
1965 S. Walnut St.  
Bloomington, IN 47401  
(812) 606-2844

**BPRD**  
Dee Tuttle  
PO Box 848  
Bloomington, IN 47402  
(812) 349-3762

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

**MC Tennis**

Matt Corry  
1965 S. Walnut St.  
Bloomington, IN 47401  
(812) 606-2844

**BPRD**

Dee Tuttle  
Box 848  
Bloomington, IN 47402  
(812) 349-3762

**7.0 Termination**

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

**8.0 E-Verify:**

MC Tennis is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program that are 18 years of age or older. (This is not required if the E-Verify program no longer exists). MC Tennis shall sign an affidavit, attached as Exhibit A, affirming that does not knowingly employ an unauthorized alien. MC Tennis shall require any subcontractors performing work under this contract to certify to MC Tennis 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. MC Tennis shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

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

**MC Tennis:**

\_\_\_\_\_  
Matt Corry, President

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## STAFF REPORT

Agenda Item: C-13  
Date: 2/19/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Joanna Sparks, City Landscaper  
**DATE:** February 25, 2020  
**SUBJECT:** ECO LOGIC, LLC INVASIVE PLANT MANAGEMENT ON B-LINE TRAIL

### Recommendation

Staff recommends approval of this contract with Eco Logic, LLC to remove invasive plant material along the southern end of the B-Line Trail.

Total project cost: \$4820.00

Funding source: 200-18-189500-53990

### Background

Eco Logic, LLC will mechanically remove invasive plant material along the B-Line Trail from the southern end of Switchyard Park to Country Club Drive. This is the final section of the approximately 7.5 miles of the Clear Creek Trail/Bloomington Rail Trail/B-Line Trail corridor to be formally managed to remove invasive plant species. This project began in the Spring of 2018 with multiple goals: to open lines of sight along the trail for improved visibility and user safety; to remove invasive plant material; and to provide space for the restoration of native vegetation creating a migratory corridor for animal, bird, and insect species.

RESPECTFULLY SUBMITTED,

Joanna Sparks, City Landscaper



**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
ECO LOGIC, LLC  
FOR  
INVASIVE PLANT MANAGEMENT ON B-LINE TRAIL**

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

**WITNESSETH:**

WHEREAS, the Department wishes to manage invasive plant species along the B-Line Trail;

WHEREAS, the Department requires the services of a professional Contractor in order to perform invasive plant management along the B-Line 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 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 Joanna Sparks as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

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

#### **Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Eight Hundred Twenty Dollars and Zero Cents (\$4820.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Joanna Sparks, City Landscaper  
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	Eco Logic, LLC
Attn: Joanna Sparks	ATTN: Spencer Goehl, Executive Director
401 N. Morton, Suite 250	8685 W. Vernal Pike
Bloomington, Indiana 47402	Bloomington, IN 47404

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**ECO LOGIC, LLC**

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

\_\_\_\_\_  
Spencer Goehl, Executive Director

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

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

## EXHIBIT A

### “Scope of Work”

The Services shall include the following:

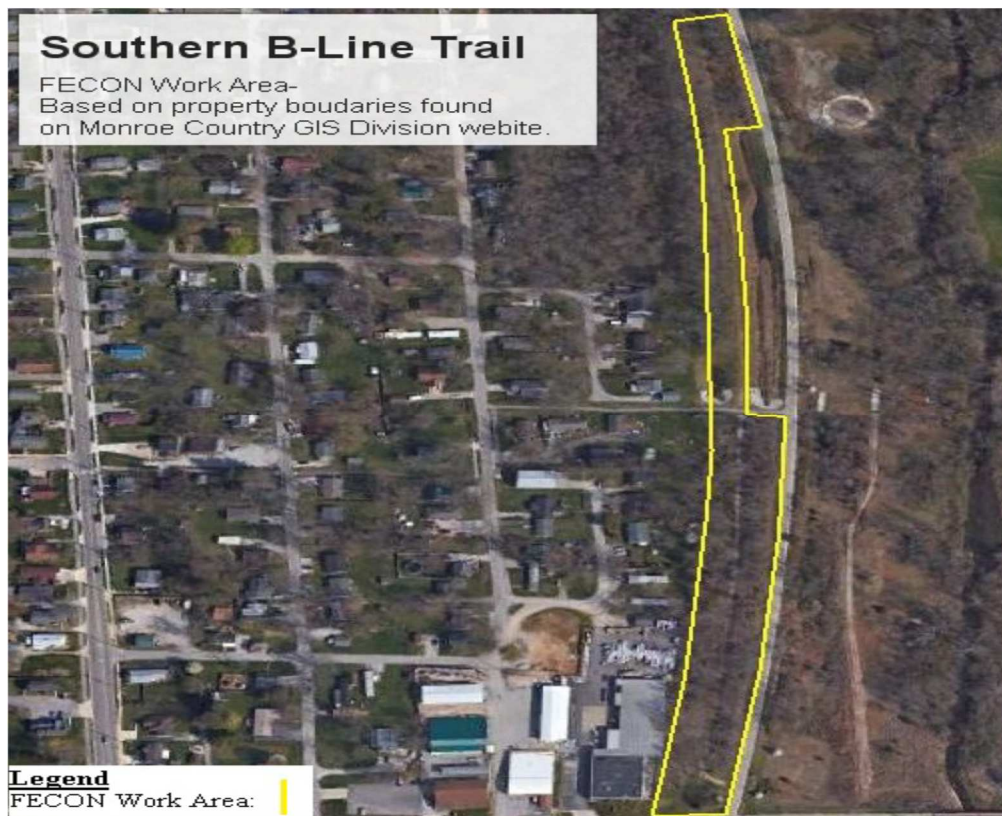
Eco Logic proposes to furnish all materials and labor to operate a CAT 299DXHP rubber tracked skid loader with FECON forestry mulcher attachment along accessible areas of the B-Line Trail. The northern border of the work area will be our previous clearing work at the south end of Switchyard Park and will extend down to Country Club Drive. This will connect with our extensive invasive removal work along the Rail Trail and will result in a large section of trail that has been cleared of large NNIS seed sources. It will also dramatically increase visibility and safety along the trail and will result in a more open and easily accessible area. This will facilitate any follow-up treatments or future maintenance work by city staff.

Parks staff has been contacted and is willing to help control pedestrian traffic during the clearing operation. They will also be cutting and stacking brush that is inaccessible to the forestry mulcher. The piles of brush created by city crews can then be mulched by the forestry mulcher or can be left for wildlife habitat if deemed appropriate.

Our forestry mulching machine will be operated by a trained ecologist with at least 5 years of forestry mulching experience in natural areas. Our operators are accustomed to avoiding native vegetation and minimizing ground disturbance. All equipment will be intensely washed to prevent the spread of invasive plant propagules, and will be available for inspection before unloading. This proposal price covers 3 total days of work which includes mobilization and travel time. At least two city employees will be on-site at all times to control pedestrian traffic in the area and help with debris clean up as needed.

Total Proposal Price: \$4,820.00

\*All herbicide treatment to be performed by OISC Certified applicators



## **EXHIBIT B**

### **“Project Schedule”**

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.



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

**ECO LOGIC, 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: \_\_\_\_\_



## STAFF REPORT

Agenda Item: C-14  
Date: 2/19/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Becky Higgins, Recreation Services Division Director  
**DATE:** February 25, 2020  
**SUBJECT:** FOOD AND BEVERAGE ARTISAN PRICING OPTIONS

### **Recommendation**

Staff request the Board of Park Commissioners review the attached options for the pricing of the Food and Beverage Artisans for the 2020 Farmers' Market. Staff will seek final approval at the March 24, 2020 Board of Park Commissioners meeting. The following is a summary of different pricing options.

The various revenues lines are deposited into the NR Farmers' Market revenue line 201-18-186503-43270.

### **Background**

Food and Beverage Artisans have requested to lower the fees they pay to participate and sell at the Market. In the past, fees included a weekly stall fee ranging from \$10 - \$499 and 10% of gross sales paid to the Parks Department monthly. These revenues were designed to help Farmers' Market meet their cost recovery goal of 100% as set by the Board of Park commissioners.

In 2019 as a result of discussions between Artisans, staff and Park Board approval, the stall fees were removed and Food and Beverage Artisans continued to pay the 10% of gross fee.

The Food and Beverage Artisans requested lower fees in regards to the 10% of gross revenue in order to be more equitable with farm vendor fees. The Farmers' Market Advisory Council recommended to parks staff that their fee be lowered to 5% of gross sales. Complete budget information for 2019 was not available at the time of that recommendation.

In consideration, parks staff took a closer look into budget information from 2016 – 2019, as well as the projected budget for 2020. In 2019, the cost recovery goal was not met. In fact, the budget operated at an overall deficit of \$55,250 with a cost recover of 63%. Budget information used in the past several years was based on direct costs only. If both direct and indirect costs were used

(which provides a complete picture of what it costs to run a program) the cost recovery rates would have been lower than 100% for 2016, 2017, 2018, and 2019.

Lastly, we are projecting that the 2020 Farmers' Market budget will operate at a deficit of \$37,756 with a projected cost recovery of 76% if Food and Beverage Artisans remains the same at 10% of gross.

The past few years the Farmers' Market has not met cost recovery goals. To lower the fee more would only make it more difficult to meet those goals. Staff will continue to review costs yearly. In preparation for the 2021 Farmers' Market season staff will review both farm vendor and Food & Beverage Artisan fees in the effort to make these fees more equitable.

We ask the Parks Board of Commissioners review the proposed options for 2020 and determine what percentage of gross income be used for the Food and Beverage Artisans. Examples of 10%, 7.5%, 6%, 5% and a flat fee are included for comparison. These examples also include the percentage of total revenue that come from the Food and Beverage Artisans.

The Food and Beverage Artisans also requested and received:

- Name change from Prepared Food Vendors to Food and Beverage Artisans
- Two seat at the Farmers' Market Advisory Council
- Increased marketing and social media presence – Food and Beverage Artisans will be included in the Farmers' Market marketing plan
- Addition to the Farmers' Market mission statement

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink that reads "Becky Higgins". The signature is written in a cursive, flowing style. The first name "Becky" is written in a larger, more prominent script, and "Higgins" follows in a similar but slightly smaller script. The signature is positioned on a light gray rectangular background.

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Becky Higgins, Recreation Services Division Director



## STAFF REPORT

Agenda Item: C-15  
Date: 2/19/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** February 25, 2020  
**SUBJECT:** ADMINISTRATIVE POLICY 2050 UPDATE

### **Recommendation**

Staff recommends approval of updates to the Administrative Policy 2050 entitled “Removal and Suspension from use of property owned, managed or operated by the City of Bloomington Parks and Recreation Department.”

### **Background**

The Bloomington Parks and Recreation Administrative Policy Manual is a compilation of policies by which the Bloomington Parks and Recreation Department and Board operate. To maintain its usefulness, it must be updated and revised at regular intervals or as necessary, concurrent with Board approval. The Policy Manual is also referred to throughout the CAPRA Accreditation review process.

### **Policy 2050 Section I – Removal**

In accordance with authority established in Ind. Code § 36-10-4 et cet., and Bloomington Municipal Code 2.20, a person may be asked to leave or be removed from property owned, managed or operated by the City of Bloomington Parks and Recreation Department for reasons that include outlined in the Administrative Policies 2050 (attachment).

Section (C): Any person who is asked to leave or is removed from property owned, managed, or operated by the City of Bloomington Parks and Recreation Department shall be advised of the reason he/she is being asked to leave or is being removed.

### **Policy Update 2050 includes:**

- *Section (C) the inclusion of the following sentence “Any person who is asked to leave by a law enforcement officer as defined by Indiana Code and refuses to do so may be subject to arrest.*

## **Policy 2050 Section II – Suspension**

In accordance with authority established in Ind. Code § 36-10-4 et cet., and Bloomington Municipal Code 2.20, a person may be suspended from use or entrance on property owned, managed, or operated by the City of Bloomington Parks and Recreation Department for reasons that include outlined in the Administrative Policies 2050 (attachment).

The determination that a person is to be suspended from use or entrance on property owned, managed or operated by the City of Bloomington Parks and Recreation Department is limited to the Director of Parks and Recreation and or/his/her appointed designee.

Once the decision to suspend has been determined a person will be notified of the suspension in writing via certified mail or personal service. The Notification will be signed and dated by the Director of Parks and Recreation and or/his/her appointed designee.

Any person who receives a Notification of Suspension shall have the right to appeal said suspension following the appeal process outlined in Administrative Policies – 2050 (attachment) and be entitled to a Suspension Hearing before the Board of Park Commissioners.

Maximum Length of Suspension - No suspension shall be issued that is shorter than seven (7) calendar days and lasts longer than one (1) calendar year.

Entry upon or into any property owned, managed, or operated by the City of Bloomington Parks and Recreation Department by a person who is suspended in accordance with this Policy shall subject the person to arrest for criminal trespass in accordance with Ind. Code § 35-43-2-2.

### Policy Update 2050 includes:

- *Section (B) and Section (C) 3 – addition of “her”*

If the requested updates are approved the date the changes are approved will be entered into the policy in accordance with updating policy document procedures.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, reading "Paula McDevitt". The signature is fluid and cursive, with a horizontal line extending from the end of the name.

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Paula McDevitt, Administrator

## Administration Policies – 2050

Date: ~~February 17, 2020~~ ~~May 28, 2013~~  
Accreditation Standard #: 8.4.2

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**POLICY RE:** Removal and Suspension from use of property owned, managed or operated by the City of Bloomington Parks and Recreation Department.

### I. Removal

(A) In accordance with authority established in Ind. Code § 36-10-4 et cet., and Bloomington Municipal Code 2.20, a person may be asked to leave or be removed from property owned, managed or operated by the City of Bloomington Parks and Recreation Department for reasons that include, but are not limited to:

- (1) Actions or behavior which violate the United States Code;
- (2) Actions or behavior which violate the Indiana Code;
- (3) Actions or behavior which violate the Indiana Administrative Code;
- (4) Actions or behavior which violate the City of Bloomington Municipal Code;
- (5) Actions or behavior which violate the Rules and Regulations adopted by the City of Bloomington Parks and Recreation Department or City of Bloomington Parks Board, unless the appropriate permit has been obtained;
- (6) Aggressive or violent actions or behavior;
- (7) Actions or behavior that unreasonably disrupts the activities of other users of the park or facility;
- (8) Actions or behavior that unreasonably interferes with other persons' ability to use the park or facility;
- (9) Actions or behavior which unreasonably causes or creates a risk of causing injury to persons within or on property owned, managed or operated by the City of Bloomington Parks and Recreation Department;
- (10) Actions or behavior which unreasonably causes or creates a risk of causing damage to property owned, managed or operated by the City of Bloomington Parks and Recreation Department; or
- (11) Actions or behavior which constitutes a public nuisance.

(B) The following individuals have authority to ask a person to leave or ask for a person to be removed from property owned, managed, or operated by the City of Bloomington Parks and Recreation Department:

- (1) Employees of the City of Bloomington Parks and Recreation Department;  
or
- (2) Law enforcement officers as defined by Indiana Code.

(C) Any person who is asked to leave or is removed from property owned, managed

or operated by the City of Bloomington Parks and Recreation Department shall be advised of the reason he/she is being asked to leave or is being removed. Any person who is asked to leave by a law enforcement officer as defined by Indiana Code and refuses to do so may be subject to arrest.

## II. Suspension

(A) In accordance with authority established in Ind. Code § 36-10-4 et cet., and Bloomington Municipal Code 2.20, a person may be suspended from use or entrance on property owned, managed, or operated by the City of Bloomington Parks and Recreation Department for reasons that include, but are not limited to:

- (1) Actions or behavior which violate the United States Code;
- (2) Actions or behavior which violate the Indiana Code;
- (3) Actions or behavior which violate the Indiana Administrative Code;
- (4) Actions or behavior which violate the City of Bloomington Municipal Code;
- (5) Actions or behavior which violate the Rules and Regulations adopted by the City of Bloomington Parks and Recreation Department or City of Bloomington Parks Board, unless the appropriate permit has been obtained;
- (6) Aggressive or violent actions or behavior;
- (7) Actions or behavior that unreasonably disrupts the activities of other users of the park or facility;
- (8) Actions or behavior that unreasonably interferes with other persons' ability to use the park or facility;
- (9) Actions or behavior which unreasonably causes or creates a risk of causing injury to persons within or on property owned, managed or operated by the City of Bloomington Parks and Recreation Department;
- (10) Actions or behavior which unreasonably causes or creates a risk of causing damage to property owned, managed or operated by the City of Bloomington Parks and Recreation Department; or
- (11) Actions or behavior which constitutes a public nuisance.

(B) The determination that a person is to be suspended from use or entrance on property owned, managed or operated by the City of Bloomington Parks and Recreation Department is limited to the Director of Parks and Recreation and/or his/her appointed designee.

(C) Notice of Suspension. A person may not be suspended from a use or entrance on property owned, managed or operated by the City of Bloomington Parks and Recreation Department unless or until he or she has been notified of the suspension.

- (1) Notification of the suspension shall be served in writing via certified mail or personal service.
- (2) The written notification shall state the reason for the suspension, the date upon which the suspension begins, the length of the suspension, the repercussion of ignoring the suspension and the process by which a person may appeal the suspension.



- (3) The Notification shall be signed and dated by the Director of Parks and Recreation and/or his/~~her~~ appointed designee.

(D) Appeal of Suspension. Any person who receives a Notification of Suspension shall have the right to appeal said suspension. Any appeal shall adhere to the following requirements:

- (1) All appeals shall be in writing and on a form supplied by the Parks and Recreation Department.
- (2) All appeals shall be submitted to the City of Bloomington Parks Board, via the Parks and Recreation Department, within ten (10) days of the suspension being received. The date upon which the suspension is considered received is the date upon which the suspended person is personally served or the date upon which the certified mail is signed.
- (3) Upon receipt of a written appeal, the City of Bloomington Parks Board shall hear the appeal at its next regularly scheduled meeting, provided said appeal can be properly noticed in accordance with Indiana Open Door Law.
- (4) The person filing the appeal shall be notified, in writing, of the date, time and location of the hearing by the City of Bloomington Parks Board. This notification shall be served via personal service or certified mail.
- (5) During the pendency of any appeal the suspension is in effect, and the suspended person is prohibited from entering upon or into any property owned, managed, or operated by the City of Bloomington Parks and Recreation Department.

(E) Suspension Hearing. All hearings on a suspension shall be open to the public and comply with the Indiana Open Door Law.

- (1) Any person challenging his or her suspension shall be entitled to present his or her defense to the City of Bloomington Parks Board on his/her own behalf or through his/her representative.
- (2) Any person challenging his or her suspension shall be entitled to a minimum of ten minutes to present his or her case to the Parks Board.
- (3) Any person challenging his or her suspension shall be entitled to present evidence, documents and witnesses supporting his or her position at the suspension hearing.
- (4) Upon conclusion of the hearing, the City of Bloomington Parks Board shall make written findings of fact either upholding or overturning the suspension. Said findings of fact shall be made available to the person challenging the suspension.

(F) Maximum Length of Suspension. No suspension shall be issued that is shorter than seven (7) calendar days and lasts longer than one (1) calendar year.

(G) Entry upon or into any property owned, managed, or operated by the City of Bloomington Parks and Recreation Department by a person who is ~~suspended~~suspended in accordance with this Policy shall subject the person to arrest for criminal trespass in accordance with Ind. Code § 35-43-2-2.



## STAFF REPORT

Agenda Item: C-16 Date: 2/19/2020
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Administrator Review\Approval PM
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**TO:** Board of Park Commissioners  
**FROM:** Marcia Veldman- Market Coordinator  
**DATE:** February 25, 2020  
**SUBJECT:** RULES OF BEHAVIOR FOR THE BLOOMINGTON COMMUNITY FARMERS' MARKET

### Recommendation

Staff recommends approval of the Rules of Behavior as outlined in the January 9, 2020 meeting of the Board of Park Commissioners.

### Background

The mission of the Bloomington Community Farmers' Market is to strengthen our local agriculture and food community by serving as a venue to nurture the direct, positive relationships between farmers, food and beverage artisans and customers; to promote a safe and welcoming environment for all while enhancing and reflecting the City of Bloomington's diversity and encouraging multicultural awareness; to promote and improve food justice by implementing programs to increase access to Market product by low income populations; and to improve local food security and community sustainability by fostering a resilient food supply.

As the mission statement indicates, the Market operates on a variety of levels. It is primarily a market, a place where local growers, farmers, food artisans and artists can connect with customers and sell their goods. This simple, yet profound activity, improves local food security, strengthens the local economy, and enhances community sustainability, which is critical as we face a changing environment.

Another fundamental level at which the Market operates is as a community gathering place. For decades people have come together on Saturday mornings to meet friends and neighbors, listen to music, participate in events celebrating food, culture and community. With a focus on "enhancing and reflecting the City of Bloomington's diversity and improving multicultural awareness", the FMAC has established the Broadening Inclusion subcommittee with a goal of evaluating existing Market practices and programs and taking a forward looking approach by providing suggestions to make the Market even more inclusive.

The Market is also a place where people come to engage with issues, politics and movements. As is stated in the Market Informational Table Policy “The City of Bloomington Parks and Recreation Department is committed to providing an environment where issues can be openly discussed and explored.” To that end there are two designated free speech areas within the Market boundaries, Info Alley and Plaza oneA, as well as public areas beyond the Market boundaries.

The Rules of Behavior are designed to allow the Market to fulfill its primary purpose of being a place where farmers, artisans and customers can come together, while also creating a vibrant community space and allowing for robust community engagement, not just because it’s protected by the Constitution, but because it is a strong civic value.

The Rules of Behavior for the 2020 Market season have been reviewed and approved by the Legal Department and Parks and Recreation staff, including review by the Farmers’ Market Advisory Council. There were several changes made to them relative to the ones in place last year, including refining the boundaries of the Market to reflect the functional boundaries of the Market, and further defining types of activities in the Market and where they may take place. Some existing rules that were regularly enforced but not included previously on the written document were added, including information on pets and smoking in the Market.

One update made to the Rules of Behavior since those that were included in the January 9, 2020 Park Board Packet is the addition of a reference to the applicability of Department Administration Policy 2050 regarding “Removal and suspension from property owned, managed or operated by the City of Bloomington Parks and Recreation Department.”

**RESPECTFULLY SUBMITTED,**

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

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Marcia Veldman, Market Coordinator

# DRAFT



## Rules of Behavior for the Bloomington Community Farmers' Market

- Signs and distribution of literature at Market by the public are permitted in the following free speech areas:
  - Areas beyond the Market boundaries
    - Path North of 8<sup>th</sup> Street on the B-Line Trail (beyond the picnic tables)
    - South of 7<sup>th</sup> Street on the B-Line Trail
    - The sidewalks on 7<sup>th</sup> St.
    - The sidewalks on Morton St.
    - North of the Market on the small brick plaza near the north entrance to City Hall
  - Areas within the Market
    - On Plaza oneA (defined by the arc of light colored pavers) on the B-Line Trail, unless previously reserved
    - On Info Alley, along 8<sup>th</sup> St. on the west side of the Market
- Signs and distribution of literature at Market by the public are not permitted in the following “Market activity areas,” which are limited to Market activities:
  - The blacktop area of Showers Common (where farm vendors are set up)
  - The B-Line Trail within the boundaries of the Market (other than Plaza oneA)
  - The brick plaza and grass terrace in front of City Hall
- Signs and distribution of literature at Market by vendors are:
  - Permitted consistent with the Vendor Contract
- Customer and Vendor Interactions:
  - Interruption of commerce is not permitted
  - The following conduct is prohibited in the Market activity areas: picketing, demonstrating, yelling, excessive or unreasonable noise-making, obstructing or hindering the flow of pedestrians or access to a vendor, and other conduct disrupting Market activities. Market staff will ask any persons violating these prohibitions to relocate to a free speech area. If this is not successful market staff will contact the Bloomington Police Department (BPD). BPD will reiterate the request to move, and if this is not successful, the individual may be subject to arrest.

# DRAFT

- Behavior in the market is also subject to City of Bloomington Parks and Recreation Department Administration Policy 2050, entitled “Removal and Suspension from use of property owned, managed or operated by the City of Bloomington Parks and Recreation Department.”
- Information Alley
  - Anyone wishing to utilize space in Information Alley must fill out a registration form, and if utilizing the fee area, pay the appropriate fees. There are a limited number of free Information Alley spaces.
  - Anyone asked to move to Information Alley will not be charged for that day. If the same party must again be asked to move on a subsequent market day, such party will be charged a fee.
- Video Recording/Photography/Amplification of Sound
  - Video recording/photography is permitted anywhere in the Market or the public spaces
  - Amplification of sound is not permitted except for performances/events scheduled by Market staff
- Bloomington Human Rights Commission
  - Reports of harassment should be directed to the City of Bloomington Human Rights Department
- Additional Rules
  - No selling of anything in the Market except by contract with the City
  - No distribution of items intended for human consumption, unless by special advance permission from the City
  - Pets are not permitted in Showers Common, the Market B-Line Café and the fee area of Info Alley
  - Smoking and vaping are not permitted in Showers Common, the Market B-Line Café and the fee area of Info Alley

# DRAFT



## Rules of Behavior for the Bloomington Community Farmers' Market

- Signs and distribution of literature at Market by the public are permitted in the following free speech areas:
    - ~~Is Permitted Areas~~ beyond the Market boundaries
      - Path North of 8<sup>th</sup> Street on the B-Line Trail (beyond the picnic tables)
      - South of 7<sup>th</sup> Street on the B-Line Trail
      - The sidewalks on 7<sup>th</sup> St.
      - The sidewalks on Morton St.
      - North of the Market on the small brick plaza near the north entrance to City Hall
    - ~~Is permitted Areas~~ within the Market
      - On Plaza oneA (defined by the arc of light colored pavers) on the B-Line Trail, unless previously reserved
      - On Info Alley, along 8<sup>th</sup> St. on the west side of the Market
  - Signs and distribution of literature at Market by the public are not permitted in the following "Market activity areas," which are limited to Market activities:
    - ~~Is not permitted on t~~he blacktop area of Showers Common (where farm vendors are set up)
    - ~~Is not permitted on t~~he B-Line Trail within the boundaries of the Market (other than Plaza oneA)
    - ~~Is not permitted on t~~he brick plaza and grass terrace in front of City Hall
- ~~These areas are considered free speech areas.~~
- Signs and distribution of literature at Market by vendors are:
    - ~~Is p~~ermitted consistent with the Vendor Contract
  - Customer and Vendor Interactions:
    - Interruption of commerce is not permitted
    - The following conduct is prohibited in the Market activity areas: picketing, demonstrating, yelling, excessive or unreasonable noise-making, obstructing or hindering the flow of pedestrians or access to a vendor, and other conduct disrupting Market activities. Individuals interrupting the Market by yelling or causing a scene is not permitted. Market staff will ask any persons causing disruption violating these prohibitions to relocate to a free speech area. If this is

# DRAFT

not successful market staff or vendor will contact the Bloomington Police Department (BPD). BPD will reiterate the request to move, and if this is not compliant this successful, will lead to arrest the individual may be subject to arrest.

- Behavior in the market is also subject to City of Bloomington Parks and Recreation Department Administration Policy 2050, entitled "Removal and Suspension from use of property owned, managed or operated by the City of Bloomington Parks and Recreation Department."
- Information Alley
  - Anyone wishing to utilize space in Information Alley must fill out a registration form, and if utilizing the fee area, pay the appropriate fees. There are a limited number of free Information Alley spaces has a \$10 one time registration fee as well as a weekly \$10 fee.
  - Anyone if asked to move to Information Alley will not be charged for that day will be free of charge. If the same party must again be asked to move on a subsequent market day, such party will be charged a fee.
- Video Recording/Photography/Amplification of Sound
  - Video recording/photography is permitted anywhere in the Market or the public spaces
  - Amplification of sound is not permitted except for performances/events scheduled by Market staff
- Bloomington Human Rights ~~Division~~Commission
  - Reports of harassment should be directed to the City of Bloomington Human Rights ~~Attorney~~Department
- Additional Rules
  - No selling of anything in the Market except by contract with the City
  - No distribution of items intended for human consumption, unless by special advance permission from the City
  - Pets are not permitted in Showers Common, the Market B-Line Café and the fee area of Info Alley
  - Smoking and vaping are not permitted in Showers Common, the Market B-Line Café and the fee area of Info Alley