

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

Per Executive Order by the Governor this meeting will be conducted electronically. The public may access this meeting at the following link:

<https://bloomington.zoom.us/j/99347690953?pwd=a2kycEtLRklvV0dodkNaWUtocnUzZz09>

**AGENDA**

City of Bloomington Board of Park Commissioners  
Regular Meeting: Tuesday, December 8, 2020 4:00 – 6:00 p.m.

**CALL TO ORDER - ROLL CALL**

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of November 17, 2020
- A-2. Approval of Claims Submitted November 17, 2020 – December 7, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Declaration of Surplus

**B. PUBLIC HEARINGS/APPEARANCES**

- B-1. Public Comment Period -
- B-2. Bravo Award -
- B-3. Parks Partner Award - IU Credit (Sarah Owen)
- B-4. Staff Introductions -
- B-5. Board Member Recognition – Les Coyne (Paula McDevitt)

**C. OTHER BUSINESS**

- C-1. Review/Approval of Special Use Policy #13040 update (Paula McDevitt)
- C-2. Review/Approval of contract with Mader Designs for the Goat Farm Master Plan (Paula McDevitt)
- C-3. Review/Approval of contract with Shepherd's Construction Company, Inc. for Peoples Park project (Paula McDevitt)
- C-4. Review/Approval of sixteen (16) 2021 Services Agreements in the Sports Division (John Turnbull)
- C-5. Review/Approval of 2021 Mobile Stage Rental application (Crystal Ritter)
- C-6. Review/Approval of 2021 Concessions Agreement for Community Events (Bill Ream)
- C-7. Review/Approval of 2021 contract with HFI for Banneker and Allison-Jukebox Building (Erik Pearson)
- C-8. Review/Approval of contract with Bluestone Tree for pruning of city owned trees (Erin Hatch)
- C-9. Review/Approval of Parks Space Use Agreement with Catalent Indiana, LLC (John Turnbull)
- C-10. Review/Approval of 2019 Strategic Action Plan accomplished goals document (Paula McDevitt)
- C-11. Review/Approval of 2021 Parks Non-Reverting Budget (Paula McDevitt)

**D. REPORTS**

- D-1. Operations Division - No Report
- D-2. Recreation Division - No Report
- D-3. Sports Division - No Report
- D-4. Administration Division - 2021-2025 Master Plan (Paula McDevitt)  
Jonathon Geels, Troyer Group. Inc.

**ADJOURNMENT**

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

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



**A-1**  
**12-08-2020**

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Board of Park Commissioners  
Regular Meeting  
Minutes

Tuesday, November 17, 2020  
4:00 p.m. – 5:30 p.m.

Zoom Meeting

**CALL TO ORDER**

The meeting was called to order by Les Coyne at 4:03 p.m.

**Board Present:** Less Coyne, Israel Herrera and Ellen Rodkey

**Staff Present:** Paula McDevitt, Becky Higgins, John Turnbull, Julie Ramey, Kim Clapp, Steve Cotter, Leslie Brinson, Joanna sparks, Barb Dunbar, Rebecca Swift, Erin Hatch and Amy Shrake.

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of October 27, 2020 meeting
- A-2. Approval of Claims Submitted October 20, 2020 through November 16, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

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

**B. PUBLIC HEARINGS/APPEARANCES**

**B-1. Public Comment Period - None**

**B-2. Bravo Award – None**

**B-3. Parks Partner Award - None**

**B-4. Staff Introductions**

**C.OTHER BUSINESS**

**C-1 Review/Approval 2021 Price Schedule**

*Rebecca Higgins, Recreation Division Director* Staff is seeking final approval of the 2021 Price Schedule. The draft document was presented to the Board for review at the October Board of Park Commissioners meeting. *Rebecca Higgins* highlighted the proposed 2021 prices changes to the Recreation Division fees. *John Turnbull, Sports Division Director* highlighted the 2021 proposed price changes to the Sports Division fees. There were no 2021 price changes to Operations or Administration fees.

*Israel Herrera* made a motion to approve the 2021 Price Schedule. *Ellen Rodkey* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

#### **C-2 Review/Approval of Updates to Policies 2120, 7010, 9010, 13090, 13110, 13150 and 13160**

*Rebecca Higgins, Recreation Division Director* Staff recommends approval of changes made to the following policies; 2120 Equipment for Rent by Public, 7010 General Finance, 9010 Foundation Policies, 13090 Animal Restrictions, 13100 Mobile Stage Policy, 13110 Land Acquisition, 13150 Geocaching in Parks, 13160 Metal Detectors. Policies were updated and language changed to reflect current procedures and processes.

**Board Comments:** *Israel Herrera* inquired if the restriction of animals included service animals. *Becky Higgins* responded, service animals are not included in this restriction. *Israel Herrera* inquired on the language change for fire arms. *Becky Higgins* responded, the policy reflects the changes made to the state policy regarding fire arms. *Les Coyne* requested, the items not allowed in parks be listed. *Ellen Rodkey* responded, alcoholic beverages, drugs, and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns are strictly prohibited in any park or park facility.

*Israel Herrera* made a motion to approve changes to Policies Policy 2120 Equipment for Rent by Public, 7010 General Finance, 9010 Foundation Policies, 13090 Animal Restrictions, 13100 Mobile Stage Policy, 13110 Land Acquisition, 13150 Geocaching in Parks, 13160 Metal Detectors. *Ellen Rodkey* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

#### **C-3 Review/Approval of contract with Eco Logic for Project at Griffy Lake and Millers-Showers Park**

*Joanna Sparks, City Landscaper* the department wishes to maintain and improve the habitat for pollinators, birds, turtles and other animals. The department requires the services of a professional contractor to provide invasive plant management at Giffy Lake Nature Preserve and manage vegetation at Millers-Showers Park. Staff recommends approval to the contract with Eco Logic, in an amount not to exceed \$23,050. Funding for this project will be from the Landscaping General Fund.

*Israel Herrera* made a motion to approve the contract with Eco Logic. *Ellen Rodkey* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

#### **C-4 Review/Approval of Contract with Aquatic Control for Project at Millers-Showers Park**

*Joanna Sparks, City Landscaper* the department would like to improve the water quality of the ponds at Millers-Showers Park. The department requires the services of a professional contractor to perform pond maintenance at Millers-Showers Park. Staff recommends approval to the contract with Aquatic Control, in an amount not to exceed \$3,525. Funding for this project is from the Landscaping General Fund.

*Israel Herrera* made a motion to approve the contract with Aquatic Control. *Ellen Rodkey* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

#### **C-5 Review/Approval of Contract with J.R. Ellington Tree Experts for Project at Griffy Lake**

*Rebecca Swift, Natural Resource Coordinator* the department wishes to maintain safe parks, trails and facilities. The department requires the services of a professional contractor to remove three dead trees near Griffy Lake Boathouse that pose a potential hazard to people and property. Staff recommends approval of the contract with J.R. Ellington Tree Experts, in an amount not to exceed \$3,150. Funding for the project is from the Natural Resource General fund.

*Israel Herrera* made a motion to approve the contract with J.R. Ellington Tree Experts. *Ellen Rodkey* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

#### **C-6. Review/Approval of (9) Service Contracts for Operations Division**

*Barb Dunbar, Operations Coordinator* the Department wishes to manage emergency and/or standard repairs, services and maintenance, while meeting all public work project requirements. The department requires the services of qualified vendors to provide routine/emergency repair, routine/emergency maintenance of existing structures, buildings or real property. Staff recommends the approval of the 2021 service agreements with Bruce's Welding, Cassady Electrical Contractors, Inc., Harrell Fish, Inc., Indiana Door & Hardware Specialties, Inc., JB Salvage, J&S Locksmith Shop, Inc.,

Christman Enterprises, LLC (Roto Rooter), Woods Electrical Contractors, Inc., and The Stables Events, LLC (Izzy's Rentals). Funding is from Operations General Funds.

**Board Comments:** *Israel Herrera inquired*, if the 9 contracts were the same as last year. *Barb Dunbar responded*, JB Salvage was added for Landscaping, all the remaining vendors were the same as last year. Steve Roofing was dropped this year, as some projects are being done in house.

*Israel Herrera* made a motion to approve (9) service contracts with Bruce's Welding, Cassady Electrical, Harrell Fish, Indiana Door, JB Salvage, J&S Locksmith, Christman Enterprises (Roto Rooter), Woods Electric, and The Stables Events (Izzy's Rentals). *Ellen Rodkey* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

#### **C-7. Review/Approval of Contract with RLR Associates for Switchyard Park**

*Julie Ramey, Community Relations Manager* the department wishes to have RLR Associates create a design intent document for the dedication element for Switchyard Park. The document will include elevations and details suitable for bidding. Staff recommends approval of the contract with RLR Associates in an amount not to exceed \$3,000. Funding for this project is from Switchyard Park bond funds.

**Board Comments:** *Les Coyne inquired*, where the RLR was located. *Julie Ramey responded*, the company is out of Indianapolis.

*Israel Herrera* made a motion to approve the contract with RLR Associates. *Ellen Rodkey* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

#### **C-8. Review/Approval of Addendum with Designscape Horticultural Services**

*Erin Hatch, Urban Forester* on June 25, 2019, the department entered into a contract with Designscape Horticultural Services to provide various fertilization and insecticidal treatment. To allow for completion of treatment, the department wishes to extend the contract deadline to December 31, 2020. Both parties are in agreement to this change. Staff recommends approval of this addendum with J.R. Ellington.

*Israel Herrera* made a motion to approve the addendum to contract with Designscape Horticultural Services. *Ellen Rodkey* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

#### **C-9 Review/Approval of Contract with Bluestone Tree, LLC for Project along Bloomington Rail Trail**

*Erin Hatch, Urban Forester* the department wishes to maintain safe parks, trails and facilities. The department requires the services of a professional contractor to remove six dead trees along Bloomington Rail Trail, adjacent to 2903 S. Walls Dr., which pose a potential hazard to people and property. Staff recommends approval of the contract with Bluestone Tree, LLC, in an amount not to exceed \$4,970.26. Funding for the project is from the Urban Forestry General fund.

**Board Comments:** *Israel Herrera inquired*, why the trees were being removed. *Erin Hatch responded*, the six trees are dead, and pose a potential hazard to people and property. *Les Coyne inquired*, if these trees were included in the tree inventory. *Erin Hatch responded*, these trees were not listed in the inventory, as the inventory does not include woodland fringe tree. The inventory includes street trees, and specimen trees in parks, rather than trees in the woodland fringe or densely wooded areas. A risk evaluation was completed on these trees by park staff and the vendor.

*Israel Herrera* made a motion to approve the contract with Bluestone Tree, LLC. *Ellen Rodkey* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

### **D Reports**

#### **D-1 Operation Division – None**

#### **D-2 Recreation Division – 2020 Kid City Program Update**

*Amy Shrake Program, Facility Coordinator presented update to the 2020 Kid City Program Update.*

- 2020 Kid City looked different due to Covid-19
- Spring was spent converting camp into a friendly pandemic camp
- Staff did a great job pivoting to make required changes
- Summer Camp was operated at a third capacity, for both campers and staff
- CDC protocols were followed
- American Camp Associations was instrumental in the guidance received.
- Camp ran for nine weeks
- Daily hours were reduced by one hour due to available staffing
- Pick up and drop off occurred outside
- Access to building was limited to staff and campers only
- A screening process was put in place, making sure campers were well upon arrival
- Mask were required inside
- Frequent handwashing was required
- Games focused on social distancing
- Used fun ways to teach campers what six feet looked like
- Overall camp went well

*Paula McDevitt, Director* thanked Amy and Kid City staff for the excellent job providing campers with a fun and safe summer.

### **D-3 Sports Division – None**

### **D-4 Administration Division – None**

The next Board of Park Commissioners meeting will be held on Tuesday, December 8, 2020. The 2021-2025 Master Plan will be presented at the December meeting. This presentation will also be presented at a public meeting the following week.

### **ADJOURNMENT**

Meeting adjourned at 5:03 p.m.

Respectfully Submitted,



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Kim Clapp  
Secretary Board of Park Commissioners



# Park & Rec Board Register

Invoice Date Range 10/31/20 - 11/25/20

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>										
5099 - Office Three Sixty, INC	1786564	18- ink, pens, laminating sheets, scissors, note	Paid by EFT # 38393		11/17/2020	11/17/2020	11/25/2020		11/25/2020	149.77
Account <b>52110 - Office Supplies</b> Totals								Invoice Transactions 1		\$149.77
Account <b>52420 - Other Supplies</b>										
3560 - First Financial Bank / Credit Cards	101420	Monthly Walmart Supply Trip	Paid by Check # 72906		11/03/2020	11/03/2020	11/13/2020		11/13/2020	4.68
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions 1		\$4.68
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>										
7454 - The Troyer Group, INC	15795	18-Parks Master Plan Consulting Contract	Paid by EFT # 38442		11/17/2020	11/17/2020	11/25/2020		11/25/2020	16,148.75
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals								Invoice Transactions 1		\$16,148.75
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321020	18 - Wireless Charges Sept/Oct	Paid by Check # 72953		11/16/2020	11/16/2020	11/16/2020		11/16/2020	29.24
Account <b>53210 - Telephone</b> Totals								Invoice Transactions 1		\$29.24
Program <b>181000 - Administration</b> Totals								Invoice Transactions 4		\$16,332.44
Program <b>181100 - Marketing</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321020	18 - Wireless Charges Sept/Oct	Paid by Check # 72953		11/16/2020	11/16/2020	11/16/2020		11/16/2020	40.91
Account <b>53210 - Telephone</b> Totals								Invoice Transactions 1		\$40.91
Account <b>53220 - Postage</b>										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	8850	18-Griffy adjoining landowner CHAP	Paid by EFT # 38298		11/17/2020	11/17/2020	11/25/2020		11/25/2020	174.65
Account <b>53220 - Postage</b> Totals								Invoice Transactions 1		\$174.65
Account <b>53310 - Printing</b>										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	8786	18-wallet cards Frank Southern Ice Arena	Paid by EFT # 38103		11/03/2020	11/03/2020	11/13/2020		11/13/2020	145.00
53125 - Mr. Copy, INC	34912	18-November Kids Kraze	Paid by EFT # 38166		11/03/2020	11/03/2020	11/13/2020		11/13/2020	63.53
4394 - Richardson Enterprises of Blqtn,LLC (FastSigns)	INV-51286	18-Lower Cascades Road Conversion Pilot	Paid by EFT # 38412		11/17/2020	11/17/2020	11/25/2020		11/25/2020	23.50
4394 - Richardson Enterprises of Blqtn,LLC (FastSigns)	INV-51751	18-yard signs for Crestmont Park	Paid by EFT # 38412		11/17/2020	11/17/2020	11/25/2020		11/25/2020	77.07
4394 - Richardson Enterprises of Blqtn,LLC (FastSigns)	INV-51225	18-Cascades Pilot Road Conversion, SYP	Paid by EFT # 38412		11/17/2020	11/17/2020	11/25/2020		11/25/2020	89.46



# Park & Rec Board Register

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4394 - Richardson Enterprises of Blqtn,LLC (FastSigns)	INV-51385	18-No Hunting in Griffy Lake Nature Preserve	Paid by EFT # 38412	11/17/2020	11/17/2020	11/25/2020	11/25/2020	199.19
7242 - Hi-Rise Sign & Lighting LLC	SS-3896	18-physical distancing floor decals	Paid by EFT # 38334	11/17/2020	11/17/2020	11/25/2020	11/25/2020	355.75
3892 - Midwest Color Printing, INC	INV-14020	18-business cards Rebecca Swift	Paid by EFT # 38380	11/17/2020	11/17/2020	11/25/2020	11/25/2020	54.25
				Account <b>53310 - Printing</b> Totals		Invoice Transactions 8		<u>\$1,007.75</u>
Account <b>53320 - Advertising</b>								
3560 - First Financial Bank / Credit Cards	102920	18-Facebook October Charges	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	9.09
4394 - Richardson Enterprises of Blqtn,LLC (FastSigns)	INV-50720	18-Custom designed playground sign for SYP	Paid by EFT # 38412	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,000.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1201031648	18-Pumpkin Launch 30-sec spots on WBWB	Paid by EFT # 38422	11/17/2020	11/17/2020	11/25/2020	11/25/2020	100.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1201031601	18-Pumpkin Launch 30-sec spots on WHCC	Paid by EFT # 38422	11/17/2020	11/17/2020	11/25/2020	11/25/2020	100.00
				Account <b>53320 - Advertising</b> Totals		Invoice Transactions 4		<u>\$1,209.09</u>
Account <b>53910 - Dues and Subscriptions</b>								
5511 - Bloomington Elite-BNI	October 28, 2020	18-2020 membership dues Julie Ramey	Paid by EFT # 38083	11/03/2020	11/03/2020	11/13/2020	11/13/2020	549.00
3560 - First Financial Bank / Credit Cards	36409335	18-Network Solutions Renewal	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	15.99
				Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice Transactions 2		<u>\$564.99</u>
				Program <b>181100 - Marketing</b> Totals		Invoice Transactions 16		<u>\$2,997.39</u>
Program <b>182001 - Aquatics - Bryan Pool</b>								
Account <b>53210 - Telephone</b>								
13969 - AT&T Mobility II, LLC	2872974211 321020	18 - Wireless Charges Sept/Oct	Paid by Check # 72953	11/16/2020	11/16/2020	11/16/2020	11/16/2020	29.24
				Account <b>53210 - Telephone</b> Totals		Invoice Transactions 1		<u>\$29.24</u>
Account <b>53510 - Electrical Services</b>								
223 - Duke Energy	8300373001 11/20	18- Electric Charges for October	Paid by Check # 72963	11/16/2020	11/16/2020	11/16/2020	11/16/2020	(78.49)
				Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 1		<u>(\$78.49)</u>
Account <b>53530 - Water and Sewer</b>								
208 - City Of Bloomington Utilities	14187-001 113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	294.06
				Account <b>53530 - Water and Sewer</b> Totals		Invoice Transactions 1		<u>\$294.06</u>
Account <b>53540 - Natural Gas</b>								
222 - Vectren	0250755166 111120	18-Natural Gas October Charges Bryan P	Paid by Check # 72969	11/16/2020	11/16/2020	11/16/2020	11/16/2020	46.00
				Account <b>53540 - Natural Gas</b> Totals		Invoice Transactions 1		<u>\$46.00</u>





# Park & Rec Board Register

Invoice Date Range 10/31/20 - 11/25/20

Program <b>182001 - Aquatics - Bryan Pool</b> Totals				Invoice Transactions 4				\$290.81
Program <b>182002 - Aquatics - Mills Pool</b>								
Account <b>53210 - Telephone</b>								
13969 - AT&T Mobility II, LLC	2872974211321020	18 - Wireless Charges Sept/Oct	Paid by Check # 72953	11/16/2020	11/16/2020	11/16/2020	11/16/2020	82.32
Account <b>53210 - Telephone</b> Totals				Invoice Transactions 1				\$82.32
Account <b>53510 - Electrical Services</b>								
223 - Duke Energy	830037300111/20	18- Electric Charges for October	Paid by Check # 72963	11/16/2020	11/16/2020	11/16/2020	11/16/2020	(241.06)
Account <b>53510 - Electrical Services</b> Totals				Invoice Transactions 1				(\$241.06)
Account <b>53530 - Water and Sewer</b>								
208 - City Of Bloomington Utilities	14187-001113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	87.41
Account <b>53530 - Water and Sewer</b> Totals				Invoice Transactions 1				\$87.41
Account <b>53540 - Natural Gas</b>								
222 - Vectren	5052408489110620	18-Natural Gas October Charges Mills P	Paid by Check # 72969	11/16/2020	11/16/2020	11/16/2020	11/16/2020	46.00
Account <b>53540 - Natural Gas</b> Totals				Invoice Transactions 1				\$46.00
Program <b>182002 - Aquatics - Mills Pool</b> Totals				Invoice Transactions 4				(\$25.33)
Program <b>182500 - Frank Southern Center</b>								
Account <b>52210 - Institutional Supplies</b>								
5819 - Synchrony Bank	853978548583	18 - FSC Bluesill for waterless urinals	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	88.11
Account <b>52210 - Institutional Supplies</b> Totals				Invoice Transactions 1				\$88.11
Account <b>52420 - Other Supplies</b>								
394 - Kleindorfer Hardware & Variety	672649	18 FSC Misc Small Hardware to hang signs	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	25.47
53005 - Menards, INC	58502	18-FSC Lumber and Saw for Sanitizer stations	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	235.55
5819 - Synchrony Bank	969466753979	18 - FSC Disinfect fogger	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	236.00
394 - Kleindorfer Hardware & Variety	675005	18-FSC Miter Saw and box of rags	Paid by EFT # 38366	11/17/2020	11/17/2020	11/25/2020	11/25/2020	286.48
Account <b>52420 - Other Supplies</b> Totals				Invoice Transactions 4				\$783.50
Account <b>53310 - Printing</b>								
818 - Everywhere Signs, LLC	57115	18 - Tennis Court and FSC Signage	Paid by EFT # 38114	11/03/2020	11/03/2020	11/13/2020	11/13/2020	104.00
Account <b>53310 - Printing</b> Totals				Invoice Transactions 1				\$104.00
Account <b>53510 - Electrical Services</b>								
223 - Duke Energy	830037300111/20	18- Electric Charges for October	Paid by Check # 72963	11/16/2020	11/16/2020	11/16/2020	11/16/2020	4,577.89
Account <b>53510 - Electrical Services</b> Totals				Invoice Transactions 1				\$4,577.89



# Park & Rec Board Register

Invoice Date Range 10/31/20 - 11/25/20

## Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	14187-001 113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	1,361.92
Account 53530 - Water and Sewer Totals Invoice Transactions 1								<u>\$1,361.92</u>

## Account 53540 - Natural Gas

222 - Vectren	0250573228 111120	18-Natural Gas October Charges FSC	Paid by Check # 72969	11/16/2020	11/16/2020	11/16/2020	11/16/2020	739.01
Account 53540 - Natural Gas Totals Invoice Transactions 1								<u>\$739.01</u>

## Account 53650 - Other Repairs

539 - Price Electric, INC	32974	18 - FSC Light in restroom replace to LED	Paid by EFT # 38181	11/03/2020	11/03/2020	11/13/2020	11/13/2020	182.00
Account 53650 - Other Repairs Totals Invoice Transactions 1								<u>\$182.00</u>

## Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	18- ParksCC092 0	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	326.58
Account 53830 - Bank Charges Totals Invoice Transactions 1								<u>\$326.58</u>

## Account 53920 - Laundry and Other Sanitation Services

52783 - Bloomington Coin Ventures, INC (LaundryWorks)	October 15, 2020	18 - FSC Towels Laundry service	Paid by EFT # 38082	11/03/2020	11/03/2020	11/13/2020	11/13/2020	220.00
53657 - Plymate, INC	2964959	18 - FSC Rug/Rink Rug Cleaning Service	Paid by EFT # 38180	11/03/2020	11/03/2020	11/13/2020	11/13/2020	72.41
6279 - Destiny Easton (I Shine Cleaning, LLC)	4701	18 - FSC Bi weekly Bathroom cleaning	Paid by EFT # 38301	11/17/2020	11/17/2020	11/25/2020	11/25/2020	90.00
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 3								<u>\$382.41</u>
Program 182500 - Frank Southern Center Totals Invoice Transactions 14								<u>\$8,545.42</u>

## Program 183500 - Golf Services

### Account 52230 - Garage and Motor Supplies

950 - Tri-State Bearing Co, INC	1189316-00	18 - Bearings	Paid by EFT # 38220	11/03/2020	11/03/2020	11/13/2020	11/13/2020	80.00
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 1								<u>\$80.00</u>

### Account 52340 - Other Repairs and Maintenance

6889 - Professional Golfcar Corporation	01-12179	18 - Cart parts	Paid by EFT # 38182	11/03/2020	11/03/2020	11/13/2020	11/13/2020	632.84
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 1								<u>\$632.84</u>

### Account 52420 - Other Supplies

4072 - Acushnet Company	909793723	18 - Driving Range Balls	Paid by Check # 72970	11/17/2020	11/17/2020	11/25/2020	11/25/2020	2,940.00
4072 - Acushnet Company	909793725	18 - Driving Range Balls	Paid by Check # 72970	11/17/2020	11/17/2020	11/25/2020	11/25/2020	2,940.00
5186 - P&W Golf Supply, LLC	INV67641	18 - Driving Range Mats & Supplies	Paid by EFT # 38396	11/17/2020	11/17/2020	11/25/2020	11/25/2020	5,419.18



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Account <b>52420 - Other Supplies</b> Totals				Invoice Transactions 3		\$11,299.18
Account <b>53210 - Telephone</b>						
13969 - AT&T Mobility II, LLC	2872974211	18 - Wireless Charges	Paid by Check #	11/16/2020	11/16/2020	53.08
	321020	Sept/Oct	72953			
Account <b>53210 - Telephone</b> Totals				Invoice Transactions 1		\$53.08
Account <b>53510 - Electrical Services</b>						
223 - Duke Energy	8300373001	18- Electric Charges for	Paid by Check #	11/16/2020	11/16/2020	1,028.32
	11/20	October	72963			
Account <b>53510 - Electrical Services</b> Totals				Invoice Transactions 1		\$1,028.32
Account <b>53530 - Water and Sewer</b>						
208 - City Of Bloomington Utilities	14187-001	18-Water Sewer Charges	Paid by Check #	11/16/2020	11/16/2020	2,262.37
	113020		72956			
208 - City Of Bloomington Utilities	4159-001	18-Water Sewer Charges	Paid by Check #	11/16/2020	11/16/2020	4,061.99
	113020		72956			
Account <b>53530 - Water and Sewer</b> Totals				Invoice Transactions 2		\$6,324.36
Account <b>53540 - Natural Gas</b>						
222 - Vectren	1154625513	18-Natural Gas October	Paid by Check #	11/16/2020	11/16/2020	32.81
	110620	Charges Golf	72969			
Account <b>53540 - Natural Gas</b> Totals				Invoice Transactions 1		\$32.81
Account <b>53730 - Machinery and Equipment Rental</b>						
821 - Links Aerification Plus, LLC	612	18 - Golf Greens	Paid by EFT #	11/03/2020	11/03/2020	3,500.00
		Aeration Service	38154			
821 - Links Aerification Plus, LLC	591	18 - Deep Tine in May	Paid by EFT #	11/17/2020	11/17/2020	2,178.00
			38371			
4046 - Heritage-Crystal Clean, INC	16512237	18 - Parts Cleaner	Paid by EFT #	11/17/2020	11/17/2020	362.79
			38333			
Account <b>53730 - Machinery and Equipment Rental</b> Totals				Invoice Transactions 3		\$6,040.79
Account <b>53830 - Bank Charges</b>						
18844 - First Financial Bank, N.A.	18-	18-Parks CC Sept Bank	Paid by EFT #	10/31/2020	10/31/2020	4,680.19
	ParksCC092	Fees	38245			
	0					
Account <b>53830 - Bank Charges</b> Totals				Invoice Transactions 1		\$4,680.19
Account <b>53910 - Dues and Subscriptions</b>						
4170 - Comcast Cable	1190943794	18-Golf Course Cable	Paid by Check #	11/10/2020	11/10/2020	194.79
Communications, INC	1120	Service	72933		11/12/2020	
Account <b>53910 - Dues and Subscriptions</b> Totals				Invoice Transactions 1		\$194.79
Account <b>53950 - Landfill</b>						
2260 - Republic Services, INC	0694-	18-Landfill Golf	Paid by EFT #	11/03/2020	11/03/2020	234.00
	002470421	(February)	38185		11/13/2020	
Account <b>53950 - Landfill</b> Totals				Invoice Transactions 1		\$234.00
Program <b>183500 - Golf Services</b> Totals				Invoice Transactions 16		\$30,600.36



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Program **184000 - Natural Resources**  
Account **52210 - Institutional Supplies**

53005 - Menards, INC	59371	18-Griffy Boathouse Cleaning Supplies &	Paid by Check # 72982	11/17/2020	11/17/2020	11/25/2020	11/25/2020	13.96
Account <b>52210 - Institutional Supplies</b> Totals Invoice Transactions 1								<u>13.96</u>

Account **52310 - Building Materials and Supplies**

409 - Black Lumber Co. INC	455934	18-Treated Lumber for Griffy Lake Stairs	Paid by EFT # 38269	11/17/2020	11/17/2020	11/25/2020	11/25/2020	43.95
53005 - Menards, INC	59371	18-Griffy Boathouse Cleaning Supplies &	Paid by Check # 72982	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,047.09
53005 - Menards, INC	59378	18-Boardwalk and Stair Building Materials	Paid by Check # 72982	11/17/2020	11/17/2020	11/25/2020	11/25/2020	(575.92)
365 - Rogers Group, INC	0713006443	18-stone for Griffy Lake	Paid by EFT # 38415	11/17/2020	11/17/2020	11/25/2020	11/25/2020	285.00
365 - Rogers Group, INC	0713006444	18-stone for Griffy Lake	Paid by EFT # 38415	11/17/2020	11/17/2020	11/25/2020	11/25/2020	76.00
Account <b>52310 - Building Materials and Supplies</b> Totals Invoice Transactions 5								<u>\$876.12</u>

Account **52340 - Other Repairs and Maintenance**

394 - Kleindorfer Hardware & Variety	655224	18-Natural Resources Program Supplies	Paid by EFT # 38366	11/17/2020	11/17/2020	11/25/2020	11/25/2020	106.97
Account <b>52340 - Other Repairs and Maintenance</b> Totals Invoice Transactions 1								<u>\$106.97</u>

Account **52420 - Other Supplies**

11589 - Bloomington Cooperative Services (Bloomingtonfoods)	693845	18-Natural Resources Program Supplies	Paid by EFT # 38271	11/17/2020	11/17/2020	11/25/2020	11/25/2020	12.99
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	692463	18-Natural Resources Supplies (water, Toilet	Paid by EFT # 38271	11/17/2020	11/17/2020	11/25/2020	11/25/2020	13.44
394 - Kleindorfer Hardware & Variety	655224	18-Natural Resources Program Supplies	Paid by EFT # 38366	11/17/2020	11/17/2020	11/25/2020	11/25/2020	88.52
394 - Kleindorfer Hardware & Variety	655420	18-nat res program supplies	Paid by EFT # 38366	11/17/2020	11/17/2020	11/25/2020	11/25/2020	18.02
53005 - Menards, INC	59371	18-Griffy Boathouse Cleaning Supplies &	Paid by Check # 72982	11/17/2020	11/17/2020	11/25/2020	11/25/2020	200.66
6530 - Office Depot, INC	1273473250 01	18-12 ft Phone Cord for Griffy Boathouse	Paid by EFT # 38392	11/17/2020	11/17/2020	11/25/2020	11/25/2020	5.89
Account <b>52420 - Other Supplies</b> Totals Invoice Transactions 6								<u>\$339.52</u>

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	2872974211 321020	18 - Wireless Charges Sept/Oct	Paid by Check # 72953	11/16/2020	11/16/2020	11/16/2020	11/16/2020	70.15
Account <b>53210 - Telephone</b> Totals Invoice Transactions 1								<u>\$70.15</u>

Account **53510 - Electrical Services**

223 - Duke Energy	8300373001 11/20	18- Electric Charges for October	Paid by Check # 72963	11/16/2020	11/16/2020	11/16/2020	11/16/2020	29.95
Account <b>53510 - Electrical Services</b> Totals Invoice Transactions 1								<u>\$29.95</u>



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## Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	18- ParksCC092	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	8.55
	0							

Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$8.55
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## Account 53920 - Laundry and Other Sanitation Services

4175 - The Stables Events, LLC (Izzy's Rentals)	11726	18-Wapehani & Griffy Restroom Service	Paid by EFT # 38441	11/17/2020	11/17/2020	11/25/2020	11/25/2020	80.00
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Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 1	\$80.00
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## Account 53990 - Other Services and Charges

7442 - Western EcoSystems Technology, INC	73597	18- Griffy Lake Master Plan Update	Paid by EFT # 38229	11/03/2020	11/03/2020	11/13/2020	11/13/2020	3,943.75
1709 - John Bethell Title Company, INC	53-67984	18- Title Search for Griffy Lake Nature	Paid by Check # 72979	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,000.00

Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$4,943.75
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Program 184000 - Natural Resources Totals	Invoice Transactions 19	\$6,468.97
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## Program 186500 - Community Events

### Account 52420 - Other Supplies

3560 - First Financial Bank / Credit Cards	101420	Monthly Walmart Supply Trip	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	10.88
53005 - Menards, INC	58302	18- Materials to build Letters to Santa mailbox	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	47.86
5819 - Synchrony Bank	1567	18- Apple Cider for Festival of Ghost Stories	Paid by Check # 72987	11/17/2020	11/17/2020	11/25/2020	11/25/2020	24.90

Account 52420 - Other Supplies Totals	Invoice Transactions 3	\$83.64
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### Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards	11898/62830	18-ISA - Conference Registration	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	129.00
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Account 53160 - Instruction Totals	Invoice Transactions 1	\$129.00
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### Account 53310 - Printing

818 - Everywhere Signs, LLC	57212	18- Holiday Market Signs	Paid by EFT # 38114	11/03/2020	11/03/2020	11/13/2020	11/13/2020	80.00
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Account 53310 - Printing Totals	Invoice Transactions 1	\$80.00
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### Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	290737	18-IDHS Permit Fee	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	255.29
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Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	\$255.29
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## Account 53990 - Other Services and Charges

2689 - Greendell Landscape Solutions, INC	0217064-IN	18- Delivery of Compost for Garden Beds	Paid by EFT # 38330	11/17/2020	11/17/2020	11/25/2020	11/25/2020	708.75
536 - Chris Ramsey (KingSnake Sound Company)	140565	18- repair work and three replacement	Paid by EFT # 38406	11/17/2020	11/17/2020	11/25/2020	11/25/2020	179.18



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			Account <b>53990 - Other Services and Charges</b> Totals				Invoice Transactions 2		\$887.93
			Program <b>186500 - Community Events</b> Totals				Invoice Transactions 8		\$1,435.86
Program <b>187001 - Adult Sports-Softball</b>									
Account <b>52220 - Agricultural Supplies</b>									
7514 - Mar-Co Clay USA INC	506329	18 TLSP Top Soil for Infields	Paid by EFT # 38377	11/17/2020	11/17/2020	11/25/2020	11/25/2020	2,502.97	
			Account <b>52220 - Agricultural Supplies</b> Totals				Invoice Transactions 1		\$2,502.97
Account <b>52420 - Other Supplies</b>									
394 - Kleindorfer Hardware & Variety	652882	18 TLSP Tarp to cover dirt over winter	Paid by EFT # 38366	11/17/2020	11/17/2020	11/25/2020	11/25/2020	47.99	
			Account <b>52420 - Other Supplies</b> Totals				Invoice Transactions 1		\$47.99
Account <b>53210 - Telephone</b>									
13969 - AT&T Mobility II, LLC	2872974211321020	18 - Wireless Charges Sept/Oct	Paid by Check # 72953	11/16/2020	11/16/2020	11/16/2020	11/16/2020	47.68	
			Account <b>53210 - Telephone</b> Totals				Invoice Transactions 1		\$47.68
Account <b>53510 - Electrical Services</b>									
223 - Duke Energy	830037300111/20	18- Electric Charges for October	Paid by Check # 72963	11/16/2020	11/16/2020	11/16/2020	11/16/2020	125.50	
			Account <b>53510 - Electrical Services</b> Totals				Invoice Transactions 1		\$125.50
Account <b>53530 - Water and Sewer</b>									
208 - City Of Bloomington Utilities	14187-001113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	1,037.87	
208 - City Of Bloomington Utilities	4159-001113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	24.93	
			Account <b>53530 - Water and Sewer</b> Totals				Invoice Transactions 2		\$1,062.80
Account <b>53830 - Bank Charges</b>									
18844 - First Financial Bank, N.A.	18-ParksCC0920	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	71.82	
			Account <b>53830 - Bank Charges</b> Totals				Invoice Transactions 1		\$71.82
			Program <b>187001 - Adult Sports-Softball</b> Totals				Invoice Transactions 7		\$3,858.76
Program <b>187202 - Youth Sports-Winslow</b>									
Account <b>52340 - Other Repairs and Maintenance</b>									
394 - Kleindorfer Hardware & Variety	653361	18-Lacquer for skatepark	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	21.96	
			Account <b>52340 - Other Repairs and Maintenance</b> Totals				Invoice Transactions 1		\$21.96
Account <b>53310 - Printing</b>									
818 - Everywhere Signs, LLC	57115	18 - Tennis Court and FSC Signage	Paid by EFT # 38114	11/03/2020	11/03/2020	11/13/2020	11/13/2020	140.00	
			Account <b>53310 - Printing</b> Totals				Invoice Transactions 1		\$140.00
Account <b>53510 - Electrical Services</b>									



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223 - Duke Energy	8300373001 11/20	18- Electric Charges for October	Paid by Check # 72963	11/16/2020	11/16/2020	11/16/2020	11/16/2020	296.64
Account <b>53510 - Electrical Services</b> Totals Invoice Transactions 1								<u>\$296.64</u>
Account <b>53530 - Water and Sewer</b>								
208 - City Of Bloomington Utilities	4159-001 113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	2,079.05
Account <b>53530 - Water and Sewer</b> Totals Invoice Transactions 1								<u>\$2,079.05</u>
Account <b>53830 - Bank Charges</b>								
18844 - First Financial Bank, N.A.	18- ParksCC092 0	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	38.55
Account <b>53830 - Bank Charges</b> Totals Invoice Transactions 1								<u>\$38.55</u>
Account <b>53950 - Landfill</b>								
2260 - Republic Services, INC	0694- 002628180	18-Landfill	Paid by EFT # 38185	11/03/2020	11/03/2020	11/13/2020	11/13/2020	182.10
Account <b>53950 - Landfill</b> Totals Invoice Transactions 1								<u>\$182.10</u>
Program <b>187202 - Youth Sports-Winslow</b> Totals Invoice Transactions 6								<u>\$2,758.30</u>
Program <b>187208 - Youth Sports-Olcott</b>								
Account <b>53510 - Electrical Services</b>								
223 - Duke Energy	8300373001 11/20	18- Electric Charges for October	Paid by Check # 72963	11/16/2020	11/16/2020	11/16/2020	11/16/2020	164.95
Account <b>53510 - Electrical Services</b> Totals Invoice Transactions 1								<u>\$164.95</u>
Account <b>53530 - Water and Sewer</b>								
208 - City Of Bloomington Utilities	14187-001 113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	3,511.90
Account <b>53530 - Water and Sewer</b> Totals Invoice Transactions 1								<u>\$3,511.90</u>
Program <b>187208 - Youth Sports-Olcott</b> Totals Invoice Transactions 2								<u>\$3,676.85</u>
Program <b>187500 - Banneker</b>								
Account <b>52420 - Other Supplies</b>								
3560 - First Financial Bank / Credit Cards	101420	Monthly Walmart Supply Trip	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	189.10
Account <b>52420 - Other Supplies</b> Totals Invoice Transactions 1								<u>\$189.10</u>
Account <b>53510 - Electrical Services</b>								
223 - Duke Energy	8300373001 11/20	18- Electric Charges for October	Paid by Check # 72963	11/16/2020	11/16/2020	11/16/2020	11/16/2020	154.27
Account <b>53510 - Electrical Services</b> Totals Invoice Transactions 1								<u>\$154.27</u>
Account <b>53530 - Water and Sewer</b>								
208 - City Of Bloomington Utilities	4159-001 113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	101.85
Account <b>53530 - Water and Sewer</b> Totals Invoice Transactions 1								<u>\$101.85</u>





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## Account 53540 - Natural Gas

222 - Vectren	0350745006 110620	18-Natural Gas October Charges Banneker	Paid by Check # 72969	11/16/2020	11/16/2020	11/16/2020	11/16/2020	121.10
Account 53540 - Natural Gas Totals Invoice Transactions 1								<u>\$121.10</u>

## Account 53610 - Building Repairs

4073 - Terminix International	401527465	18-BBCC-October IPM	Paid by Check # 72920	11/03/2020	11/03/2020	11/13/2020	11/13/2020	60.00
Account 53610 - Building Repairs Totals Invoice Transactions 1								<u>\$60.00</u>

## Account 53630 - Machinery and Equipment Repairs

9269 - Ferguson Facilities Supply, HP Products #3400	0164562	18-BBCC-Floor Machine Repair	Paid by EFT # 38117	11/03/2020	11/03/2020	11/13/2020	11/13/2020	250.00
394 - Kleindorfer Hardware & Variety	653489	18-BBCC-Water Heater Supplies	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	27.56
Account 53630 - Machinery and Equipment Repairs Totals Invoice Transactions 2								<u>\$277.56</u>
Program 187500 - Banneker Totals Invoice Transactions 7								<u>\$903.88</u>

## Program 188001 - Inclusive Recreation

### Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	2872974211 321020	18 - Wireless Charges Sept/Oct	Paid by Check # 72953	11/16/2020	11/16/2020	11/16/2020	11/16/2020	23.84
Account 53210 - Telephone Totals Invoice Transactions 1								<u>\$23.84</u>
Program 188001 - Inclusive Recreation Totals Invoice Transactions 1								<u>\$23.84</u>

## Program 189000 - Operations

### Account 52210 - Institutional Supplies

313 - Fastenal Company	INBLM22108	18-Custodial supplies for shelters/restrooms &	Paid by EFT # 38115	11/03/2020	11/03/2020	11/13/2020	11/13/2020	206.17
313 - Fastenal Company	INBLM22126	18-Custodial supplies for shelters/restrooms &	Paid by EFT # 38115	11/03/2020	11/03/2020	11/13/2020	11/13/2020	486.75
313 - Fastenal Company	INBLM22120	18-Custodial supplies for shelters/restrooms &	Paid by EFT # 38115	11/03/2020	11/03/2020	11/13/2020	11/13/2020	45.02
8875 - The Hoosier Company, INC	12761	18-(1) 5-gal bucket Elephant Snot (graffiti)	Paid by EFT # 38216	11/03/2020	11/03/2020	11/13/2020	11/13/2020	403.00
313 - Fastenal Company	INBLM22132	18-sturdy station for RCA rr bldg	Paid by EFT # 38314	11/17/2020	11/17/2020	11/25/2020	11/25/2020	374.91
9269 - Ferguson Facilities Supply, HP Products #3400	0220100-1	(10) Jumbo roll toilet paper dispensers	Paid by EFT # 38315	11/17/2020	11/17/2020	11/25/2020	11/25/2020	384.62
9269 - Ferguson Facilities Supply, HP Products #3400	0220100	18-Custodial supplies for shelters/restrooms &	Paid by EFT # 38315	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,034.58
Account 52210 - Institutional Supplies Totals Invoice Transactions 7								<u>\$2,935.05</u>

### Account 52230 - Garage and Motor Supplies

476 - Southern Indiana Parts, INC (Napa Auto Parts)	065629	18-transmission fluid and oil	Paid by EFT # 38202	11/03/2020	11/03/2020	11/13/2020	11/13/2020	37.38
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 1								<u>\$37.38</u>

### Account 52310 - Building Materials and Supplies





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394 - Kleindorfer Hardware & Variety	655903	18-Materials for Santa's Mailbox	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	3.58
394 - Kleindorfer Hardware & Variety	655121	18-materials to hang mural at Baneker	Paid by EFT # 38366	11/17/2020	11/17/2020	11/25/2020	11/25/2020	2.30
Account <b>52310 - Building Materials and Supplies</b> Totals Invoice Transactions 2								<hr/> \$5.88

## Account **52340 - Other Repairs and Maintenance**

394 - Kleindorfer Hardware & Variety	652272	18-3/4" glav union (plumbing part)	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	11.49
394 - Kleindorfer Hardware & Variety	673529	18-materials to secure grates @fireplace in	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	13.56
53005 - Menards, INC	58739	18-LED BULBS	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	89.98
53005 - Menards, INC	58992	18-concrete resurfacers	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	13.99
53005 - Menards, INC	2020-00001876	18-for stabilizing fuel	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	49.98
53005 - Menards, INC	58895	18-materials for strapping down grill lids	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	7.98
5819 - Synchrony Bank	4493674984	18-Amazon Waterless BlueSeal Urinal Trap	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	279.72
394 - Kleindorfer Hardware & Variety	655104	18-nuts & bolts for Urban Forestry	Paid by EFT # 38366	11/17/2020	11/17/2020	11/25/2020	11/25/2020	3.59
394 - Kleindorfer Hardware & Variety	655306	18-materials for SYP drainage	Paid by EFT # 38366	11/17/2020	11/17/2020	11/25/2020	11/25/2020	11.78
394 - Kleindorfer Hardware & Variety	655090	18-materials to lock up fireplaces at shelters	Paid by EFT # 38366	11/17/2020	11/17/2020	11/25/2020	11/25/2020	67.70
5415 - Allied Wholesale Electrical Supply, LLC	5603093	18-supplies for Miller Showers	Paid by EFT # 38257	11/17/2020	11/17/2020	11/25/2020	11/25/2020	32.87
Account <b>52340 - Other Repairs and Maintenance</b> Totals Invoice Transactions 11								<hr/> \$582.64

## Account **52420 - Other Supplies**

476 - Southern Indiana Parts, INC (Napa Auto Parts)	329102	18-CREDIT- Core deposit on battery	Paid by EFT # 38202	11/03/2020	11/03/2020	11/13/2020	11/13/2020	(18.00)
476 - Southern Indiana Parts, INC (Napa Auto Parts)	72420	18-CREDIT- for over-payment	Paid by EFT # 38202	11/03/2020	11/03/2020	11/13/2020	11/13/2020	(5.99)
394 - Kleindorfer Hardware & Variety	652370	18-painters tape, hardware	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	13.39
4394 - Richardson Enterprises of Blqtn, LLC (FastSigns)	INV-50720	18-Custom designed playground sign for SYP	Paid by EFT # 38412	11/17/2020	11/17/2020	11/25/2020	11/25/2020	2,000.00
818 - Everywhere Signs, LLC	57207	18-Replacement sign in Rose Hill Cemetery	Paid by EFT # 38313	11/17/2020	11/17/2020	11/25/2020	11/25/2020	200.00
313 - Fastenal Company	INBLM221409	18-dog waste bags	Paid by EFT # 38314	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,292.00
9523 - Freedom Business Solutions, LLC	11893	18-(1) Cyan printer cartridge for HP printer	Paid by EFT # 38318	11/17/2020	11/17/2020	11/25/2020	11/25/2020	109.00
Account <b>52420 - Other Supplies</b> Totals Invoice Transactions 7								<hr/> \$3,590.40



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## Account 53110 - Engineering and Architectural

10 - Bledsoe Riggert Cooper & James INC	23882	18-Boundry marking at NE section of SYP	Paid by EFT # 38079	11/03/2020	11/03/2020	11/13/2020	11/13/2020	1,005.00
Account 53110 - Engineering and Architectural Totals Invoice Transactions 1								<u>\$1,005.00</u>

## Account 53130 - Medical

231 - IU Health OCC Health Services	00110963-00	18- Hep B vaccines	Paid by EFT # 38145	11/03/2020	11/03/2020	11/13/2020	11/13/2020	121.00
231 - IU Health OCC Health Services	00110964-00	18-Hep B vaccine	Paid by EFT # 38145	11/03/2020	11/03/2020	11/13/2020	11/13/2020	121.00
231 - IU Health OCC Health Services	00110715-00	18- Hep B vaccines	Paid by EFT # 38357	11/17/2020	11/17/2020	11/25/2020	11/25/2020	121.00
Account 53130 - Medical Totals Invoice Transactions 3								<u>\$363.00</u>

## Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	2872974211321020	18 - Wireless Charges Sept/Oct	Paid by Check # 72953	11/16/2020	11/16/2020	11/16/2020	11/16/2020	281.11
Account 53210 - Telephone Totals Invoice Transactions 1								<u>\$281.11</u>

## Account 53510 - Electrical Services

223 - Duke Energy	830037300111/20	18- Electric Charges for October	Paid by Check # 72963	11/16/2020	11/16/2020	11/16/2020	11/16/2020	2,658.23
Account 53510 - Electrical Services Totals Invoice Transactions 1								<u>\$2,658.23</u>

## Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	14187-001113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	2,665.71
208 - City Of Bloomington Utilities	39530-002113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	98.67
208 - City Of Bloomington Utilities	4159-001113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	1,167.01
Account 53530 - Water and Sewer Totals Invoice Transactions 3								<u>\$3,931.39</u>

## Account 53540 - Natural Gas

222 - Vectren	0252409732110420	18-Natural Gas October Charges Ops/Adams	Paid by Check # 72969	11/16/2020	11/16/2020	11/16/2020	11/16/2020	44.23
222 - Vectren	0255189474111120	18-Natural Gas October Charges Ops/SYP	Paid by Check # 72969	11/16/2020	11/16/2020	11/16/2020	11/16/2020	64.93
Account 53540 - Natural Gas Totals Invoice Transactions 2								<u>\$109.16</u>

## Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	001824579811	18-Uniform & mat cleaning services	Paid by EFT # 38070	11/03/2020	11/03/2020	11/13/2020	11/13/2020	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	1824589139	18-Uniform & mat cleaning services	Paid by EFT # 38070	11/03/2020	11/03/2020	11/13/2020	11/13/2020	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	001824598395	18-Uniform & mat cleaning services	Paid by EFT # 38260	11/17/2020	11/17/2020	11/25/2020	11/25/2020	21.91
4175 - The Stables Events, LLC (Izzy's Rentals)	11724	18-Service only of (6) & service & cleaning of (2)	Paid by EFT # 38441	11/17/2020	11/17/2020	11/25/2020	11/25/2020	850.00



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Account <b>53920 - Laundry and Other Sanitation Services</b> Totals						Invoice Transactions 4		\$914.53
Account <b>53950 - Landfill</b>								
2260 - Republic Services, INC	0694-002628179	18-Landfill October Charges	Paid by EFT # 38185	11/03/2020	11/03/2020	11/13/2020	11/13/2020	72.23
Account <b>53950 - Landfill</b> Totals						Invoice Transactions 1		\$72.23
Account <b>53990 - Other Services and Charges</b>								
5187 - Green Dragon Lawn Care, INC	3584	18-Mowing & Trimming of 30 parks/18 PW's	Paid by EFT # 38329	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,980.00
5187 - Green Dragon Lawn Care, INC	3583	18-Mowing & Trimming of 30 parks/18 PW's	Paid by EFT # 38329	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,965.00
Account <b>53990 - Other Services and Charges</b> Totals						Invoice Transactions 2		\$3,945.00
Program <b>189000 - Operations</b> Totals						Invoice Transactions 46		\$20,431.00
Program <b>189006 - Switchyard Property</b>								
Account <b>52220 - Agricultural Supplies</b>								
51857 - Flex-Pac, INC	I287732	18 SYP ratchet safety headgear visor	Paid by Check # 72909	11/03/2020	11/03/2020	11/13/2020	11/13/2020	279.49
5819 - Synchrony Bank	443377768996	18 SYP SmartSign Fence Clip Hardware	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	62.40
Account <b>52220 - Agricultural Supplies</b> Totals						Invoice Transactions 2		\$341.89
Account <b>52420 - Other Supplies</b>								
7512 - Douglas Industries (National Sports Products)	354483	18 SYP Deluxe Replacement Reel for	Paid by EFT # 38109	11/03/2020	11/03/2020	11/13/2020	11/13/2020	85.00
7512 - Douglas Industries (National Sports Products)	354624	18 SYP Deluxe Replacement Reel for	Paid by EFT # 38109	11/03/2020	11/03/2020	11/13/2020	11/13/2020	85.00
394 - Kleindorfer Hardware & Variety	653043	18 SYP 5-pc extractor set	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	12.99
394 - Kleindorfer Hardware & Variety	653103	18 SYP Misc Harware for Blinds	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	12.42
394 - Kleindorfer Hardware & Variety	655619	18 SYP Paint for Pickleball Crank	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	10.48
53005 - Menards, INC	59361	18 SYP Wood and Hardware for temporary	Paid by Check # 72982	11/17/2020	11/17/2020	11/25/2020	11/25/2020	106.07
Account <b>52420 - Other Supplies</b> Totals						Invoice Transactions 6		\$311.96
Account <b>52430 - Uniforms and Tools</b>								
51857 - Flex-Pac, INC	I285068B	18 SYP ratchet safety headgear visor	Paid by Check # 72909	11/03/2020	11/03/2020	11/13/2020	11/13/2020	8.14
Account <b>52430 - Uniforms and Tools</b> Totals						Invoice Transactions 1		\$8.14
Account <b>53210 - Telephone</b>								
13969 - AT&T Mobility II, LLC	2872974211321020	18 - Wireless Charges Sept/Oct	Paid by Check # 72953	11/16/2020	11/16/2020	11/16/2020	11/16/2020	40.91
Account <b>53210 - Telephone</b> Totals						Invoice Transactions 1		\$40.91
Account <b>53510 - Electrical Services</b>								



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223 - Duke Energy	8300373001 11/20	18- Electric Charges for October	Paid by Check # 72963	11/16/2020	11/16/2020	11/16/2020	11/16/2020	1,946.15
Account <b>53510 - Electrical Services</b> Totals Invoice Transactions 1								<u>\$1,946.15</u>
Account <b>53530 - Water and Sewer</b>								
208 - City Of Bloomington Utilities	37123-003 113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	2,381.55
Account <b>53530 - Water and Sewer</b> Totals Invoice Transactions 1								<u>\$2,381.55</u>
Account <b>53540 - Natural Gas</b>								
222 - Vectren	0256043968 111120	18-Natural Gas October Charges SYP/Pav	Paid by Check # 72969	11/16/2020	11/16/2020	11/16/2020	11/16/2020	172.60
Account <b>53540 - Natural Gas</b> Totals Invoice Transactions 1								<u>\$172.60</u>
Account <b>53610 - Building Repairs</b>								
1537 - Indiana Door & Hardware Specialties, INC	5493AA	18 SYP Mortise cylinder repair on spraypad	Paid by Check # 72912	11/03/2020	11/03/2020	11/13/2020	11/13/2020	142.00
Account <b>53610 - Building Repairs</b> Totals Invoice Transactions 1								<u>\$142.00</u>
Account <b>53920 - Laundry and Other Sanitation Services</b>								
53657 - Plymate, INC	2966602	18 SYP Vestibule Rug Service	Paid by EFT # 38400	11/17/2020	11/17/2020	11/25/2020	11/25/2020	111.33
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals Invoice Transactions 1								<u>\$111.33</u>
Program <b>189006 - Switchyard Property</b> Totals Invoice Transactions 15								<u>\$5,456.53</u>
Program <b>189500 - Landscaping</b>								
Account <b>52210 - Institutional Supplies</b>								
313 - Fastenal Company	IMBLM2210 81	18-gloves	Paid by EFT # 38115	11/03/2020	11/03/2020	11/13/2020	11/13/2020	16.28
3733 - BlueTarp Financial, INC (Northern Tool)	46311552	18- LAND (4) boxes 8 mil medium gloves for	Paid by EFT # 38276	11/17/2020	11/17/2020	11/25/2020	11/25/2020	87.96
Account <b>52210 - Institutional Supplies</b> Totals Invoice Transactions 2								<u>\$104.24</u>
Account <b>52220 - Agricultural Supplies</b>								
3560 - First Financial Bank / Credit Cards	14501	18-IDNR, Vallonia State Nursery	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	1,762.03
4549 - Kroger Limited Partnership I	179040	18- LAND mums for TLSP ceremony -	Paid by Check # 72947	11/10/2020	11/10/2020	11/10/2020	11/12/2020	39.95
5485 - Woody Warehouse Nursery, INC	192865	18-Native trees, shrubs & grasses	Paid by EFT # 38462	11/17/2020	11/17/2020	11/25/2020	11/25/2020	412.74
5485 - Woody Warehouse Nursery, INC	192817	18-Native trees, shrubs & grasses	Paid by EFT # 38462	11/17/2020	11/17/2020	11/25/2020	11/25/2020	6,696.65
5485 - Woody Warehouse Nursery, INC	192864	18-Native trees, shrubs & grasses	Paid by EFT # 38462	11/17/2020	11/17/2020	11/25/2020	11/25/2020	352.71
Account <b>52220 - Agricultural Supplies</b> Totals Invoice Transactions 5								<u>\$9,264.08</u>
Account <b>52340 - Other Repairs and Maintenance</b>								
4574 - John Deere Financial (Rural King)	B11635	18- LAND fence and t- posts for tree cages,	Paid by Check # 72980	11/17/2020	11/17/2020	11/25/2020	11/25/2020	292.81



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Account <b>52340 - Other Repairs and Maintenance</b> Totals				Invoice Transactions 1				\$292.81
Account <b>52420 - Other Supplies</b>								
4660 - A.M. Leonard, INC	CI20122691	18- heavy duty trimmer string	Paid by EFT # 38254	11/17/2020	11/17/2020	11/25/2020	11/25/2020	11.72
4574 - John Deere Financial (Rural King)	B11635	18- LAND fence and t-posts for tree cages,	Paid by Check # 72980	11/17/2020	11/17/2020	11/25/2020	11/25/2020	684.22
Account <b>52420 - Other Supplies</b> Totals				Invoice Transactions 2				\$695.94
Account <b>53210 - Telephone</b>								
13969 - AT&T Mobility II, LLC	2872974211321020	18 - Wireless Charges Sept/Oct	Paid by Check # 72953	11/16/2020	11/16/2020	11/16/2020	11/16/2020	40.91
Account <b>53210 - Telephone</b> Totals				Invoice Transactions 1				\$40.91
Account <b>53530 - Water and Sewer</b>								
208 - City Of Bloomington Utilities	42122-001113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	77.01
208 - City Of Bloomington Utilities	200807-00311302	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	120.06
208 - City Of Bloomington Utilities	41294-001113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	129.79
208 - City Of Bloomington Utilities	14187-001113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	142.18
208 - City Of Bloomington Utilities	4159-001113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	164.79
Account <b>53530 - Water and Sewer</b> Totals				Invoice Transactions 5				\$633.83
Account <b>53910 - Dues and Subscriptions</b>								
893 - Indiana Native Plant And Wildflower Society, INC	Dues 2020-21	18- LAND INPS annual membership	Paid by EFT # 38348	11/17/2020	11/17/2020	11/25/2020	11/25/2020	45.00
Account <b>53910 - Dues and Subscriptions</b> Totals				Invoice Transactions 1				\$45.00
Account <b>53950 - Landfill</b>								
908 - JB Salvage (Westside Auto Parts)	8450	18- yard waste dumpster at 545 South	Paid by EFT # 38361	11/17/2020	11/17/2020	11/25/2020	11/25/2020	280.00
Account <b>53950 - Landfill</b> Totals				Invoice Transactions 1				\$280.00
Program <b>189500 - Landscaping</b> Totals				Invoice Transactions 18				\$11,356.81
Program <b>189501 - Cemeteries</b>								
Account <b>52220 - Agricultural Supplies</b>								
5485 - Woody Warehouse Nursery, INC	192864	18-Native trees, shrubs & grasses	Paid by EFT # 38462	11/17/2020	11/17/2020	11/25/2020	11/25/2020	2,000.00
Account <b>52220 - Agricultural Supplies</b> Totals				Invoice Transactions 1				\$2,000.00
Account <b>52420 - Other Supplies</b>								
4574 - John Deere Financial (Rural King)	B11635	18- LAND fence and t-posts for tree cages,	Paid by Check # 72980	11/17/2020	11/17/2020	11/25/2020	11/25/2020	602.17
Account <b>52420 - Other Supplies</b> Totals				Invoice Transactions 1				\$602.17
Account <b>53210 - Telephone</b>								



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13969 - AT&T Mobility II, LLC	2872974211 321020	18 - Wireless Charges Sept/Oct	Paid by Check # 72953	11/16/2020	11/16/2020	11/16/2020	11/16/2020	40.91
Account <b>53210 - Telephone</b> Totals				Invoice Transactions 1				\$40.91
Account <b>53510 - Electrical Services</b>								
223 - Duke Energy	8300373001 11/20	18- Electric Charges for October	Paid by Check # 72963	11/16/2020	11/16/2020	11/16/2020	11/16/2020	98.55
Account <b>53510 - Electrical Services</b> Totals				Invoice Transactions 1				\$98.55
Account <b>53530 - Water and Sewer</b>								
208 - City Of Bloomington Utilities	41294-001 113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	334.67
Account <b>53530 - Water and Sewer</b> Totals				Invoice Transactions 1				\$334.67
Account <b>53540 - Natural Gas</b>								
222 - Vectren	2150190557 110620	18-Natural Gas October Rosehill	Paid by Check # 72969	11/16/2020	11/16/2020	11/16/2020	11/16/2020	23.07
222 - Vectren	2154628249 110620	18-Natural Gas October Charges Rosehill	Paid by Check # 72969	11/16/2020	11/16/2020	11/16/2020	11/16/2020	21.98
Account <b>53540 - Natural Gas</b> Totals				Invoice Transactions 2				\$45.05
Program <b>189501 - Cemeteries</b> Totals				Invoice Transactions 7				\$3,121.35
Program <b>189503 - Urban Forestry</b>								
Account <b>52220 - Agricultural Supplies</b>								
4965 - Shade Trees Unlimited, INC	9024	18 - UF - Fall Tree 2020 Order (75 Trees)	Paid by EFT # 38416	11/17/2020	11/17/2020	11/25/2020	11/25/2020	12,689.00
Account <b>52220 - Agricultural Supplies</b> Totals				Invoice Transactions 1				\$12,689.00
Account <b>52310 - Building Materials and Supplies</b>								
6262 - Koenig Equipment, INC	P19935	18-Clutch & clutch drum for UF Stihl pole saw	Paid by EFT # 38367	11/17/2020	11/17/2020	11/25/2020	11/25/2020	38.98
Account <b>52310 - Building Materials and Supplies</b> Totals				Invoice Transactions 1				\$38.98
Account <b>53210 - Telephone</b>								
13969 - AT&T Mobility II, LLC	2872974211 321020	18 - Wireless Charges Sept/Oct	Paid by Check # 72953	11/16/2020	11/16/2020	11/16/2020	11/16/2020	158.63
Account <b>53210 - Telephone</b> Totals				Invoice Transactions 1				\$158.63
Account <b>53530 - Water and Sewer</b>								
208 - City Of Bloomington Utilities	41294-001 113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	91.45
Account <b>53530 - Water and Sewer</b> Totals				Invoice Transactions 1				\$91.45
Account <b>53950 - Landfill</b>								
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	840	18 - UF - 3 Loads Greenwaste October	Paid by EFT # 38343	11/17/2020	11/17/2020	11/25/2020	11/25/2020	66.00
Account <b>53950 - Landfill</b> Totals				Invoice Transactions 1				\$66.00
Account <b>53990 - Other Services and Charges</b>								
3735 - Bluestone, LLC	6008	18 - UF - Tree Removal (1306 E 6th, 3 Siberian	Paid by EFT # 38275	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,382.00



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3735 - Bluestone, LLC	6008-2	18 - UF - Tree Removal (1306 E 6th, 3 Siberian	Paid by EFT # 38275	11/17/2020	11/17/2020	11/25/2020	11/25/2020	3,922.00
6614 - J.R. Ellington Tree Experts	10272001	18 - UF - Cascades Golf Tree Removal (6 Trees,	Paid by EFT # 38359	11/17/2020	11/17/2020	11/25/2020	11/25/2020	9,900.00
6614 - J.R. Ellington Tree Experts	10272003	18-UF-Tree Removal 20" Cherry 2602 E 7th, 3	Paid by EFT # 38359	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,100.00
6614 - J.R. Ellington Tree Experts	1027442002	18-UF-Tree Removal 20" Cherry 2602 E 7th, 3	Paid by EFT # 38359	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,500.00
11221 - Paul R Patrick (Rick Patrick Tree Care)	110720-COB07	18 - UF - Young Tree Pruning (98 trees)	Paid by EFT # 38398	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,070.00
11221 - Paul R Patrick (Rick Patrick Tree Care)	110820-COB08	18 - UF - Young Tree Pruning (98 trees)	Paid by EFT # 38398	11/17/2020	11/17/2020	11/25/2020	11/25/2020	570.00

Account **53990 - Other Services and Charges** Totals

Invoice Transactions 7

\$19,444.00

Program **189503 - Urban Forestry** Totals

Invoice Transactions 12

\$32,488.06

Department **18 - Parks & Recreation** Totals

Invoice Transactions 206

\$150,721.30

Fund **200 - Parks and Recreation Gen (\$1301)** Totals

Invoice Transactions 206

\$150,721.30

## Fund **201 - Parks and Rec Non Reverting**

### Department **18 - Parks & Recreation**

#### Program **181000 - Administration**

##### Account **53830 - Bank Charges**

18844 - First Financial Bank, N.A.	18-ParksCC0920	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	62.14
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Account **53830 - Bank Charges** Totals

Invoice Transactions 1

\$62.14

Program **181000 - Administration** Totals

Invoice Transactions 1

\$62.14

#### Program **181001 - Health & Wellness**

##### Account **52420 - Other Supplies**

5695 - 1818 Apparel Co., INC	7268	18 - Veterans 5K tshirts	Paid by EFT # 38063	11/03/2020	11/03/2020	11/13/2020	11/13/2020	100.00
3560 - First Financial Bank / Credit Cards	101420	Monthly Walmart Supply Trip	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	29.74
5819 - Synchrony Bank	5150	18 - Public health in parks supplies	Paid by Check # 72987	11/17/2020	11/17/2020	11/25/2020	11/25/2020	118.72

Account **52420 - Other Supplies** Totals

Invoice Transactions 3

\$248.46

##### Account **53830 - Bank Charges**

18844 - First Financial Bank, N.A.	18-ParksCC0920	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	2.69
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Account **53830 - Bank Charges** Totals

Invoice Transactions 1

\$2.69

Program **181001 - Health & Wellness** Totals

Invoice Transactions 4

\$251.15

#### Program **181100 - Marketing**

##### Account **53310 - Printing**





# Park & Rec Board Register

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818 - Everywhere Signs, LLC	57209	18-Lion's Club sponsor plaque Switchyard Park	Paid by EFT # 38114	11/03/2020	11/03/2020	11/13/2020	11/13/2020	45.00
				Account <b>53310 - Printing</b> Totals		Invoice Transactions 1		\$45.00
				Program <b>181100 - Marketing</b> Totals		Invoice Transactions 1		\$45.00
Program <b>182003 - Aquatics-Health &amp; Safety</b>								
Account <b>53990 - Other Services and Charges</b>								
4504 - American National Red Cross	22296600	18-Certification and Training fees	Paid by EFT # 38258	11/17/2020	11/17/2020	11/25/2020	11/25/2020	210.00
				Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1		\$210.00
				Program <b>182003 - Aquatics-Health &amp; Safety</b> Totals		Invoice Transactions 1		\$210.00
Program <b>182500 - Frank Southern Center</b>								
Account <b>53310 - Printing</b>								
7242 - Hi-Rise Sign & Lighting LLC	SS-3896	18-physical distancing floor decals	Paid by EFT # 38334	11/17/2020	11/17/2020	11/25/2020	11/25/2020	355.50
				Account <b>53310 - Printing</b> Totals		Invoice Transactions 1		\$355.50
				Program <b>182500 - Frank Southern Center</b> Totals		Invoice Transactions 1		\$355.50
Program <b>182501 - Frank Southern Center Concession</b>								
Account <b>52330 - Street , Alley, and Sewer Material</b>								
5819 - Synchrony Bank	000000 100220	18 - FSC Supplies	Paid by Check # 72987	11/17/2020	11/17/2020	11/25/2020	11/25/2020	193.60
				Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		Invoice Transactions 1		\$193.60
				Program <b>182501 - Frank Southern Center Concession</b> Totals		Invoice Transactions 1		\$193.60
Program <b>183500 - Golf Services</b>								
Account <b>52220 - Agricultural Supplies</b>								
4449 - Shelby Gravel, INC	692640	18 - Top Dressing Sand	Paid by EFT # 38194	11/03/2020	11/03/2020	11/13/2020	11/13/2020	866.68
				Account <b>52220 - Agricultural Supplies</b> Totals		Invoice Transactions 1		\$866.68
Account <b>52330 - Street , Alley, and Sewer Material</b>								
205 - City Of Bloomington	6029479	18 - Monarch	Paid by Check # 72903	11/03/2020	11/03/2020	11/13/2020	11/13/2020	100.75
5969 - Coca Cola Bottling CO. Consolidated	2056205610	18 - Cascades - Bottled Drinks and BIBs	Paid by EFT # 38100	11/03/2020	11/03/2020	11/13/2020	11/13/2020	185.50
5819 - Synchrony Bank	3357	18 - Cascades - Snack Bar Items	Paid by Check # 72919	11/03/2020	11/03/2020	11/13/2020	11/13/2020	31.20
5819 - Synchrony Bank	4962	18 - Cascades - Snack Bar Items	Paid by Check # 72919	11/03/2020	11/03/2020	11/13/2020	11/13/2020	163.38
5819 - Synchrony Bank	5530	18 - Cascades - Snack Bar Items	Paid by Check # 72987	11/17/2020	11/17/2020	11/25/2020	11/25/2020	60.48
5819 - Synchrony Bank	000000 GOUGOQ	18-Foundation Outing lunch drinks	Paid by Check # 72987	11/17/2020	11/17/2020	11/25/2020	11/25/2020	30.13
5969 - Coca Cola Bottling CO. Consolidated	2056205553	18 - Cascades - Bottled Drinks and BIBs	Paid by EFT # 38294	11/17/2020	11/17/2020	11/25/2020	11/25/2020	165.25





# Park & Rec Board Register

Invoice Date Range 10/31/20 - 11/25/20

205 - City Of Bloomington	6050672	18 - Monarch	Paid by Check # 72974	11/17/2020	11/17/2020	11/25/2020	11/25/2020	261.95
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals						Invoice Transactions 8	\$998.64	
Program <b>183500 - Golf Services</b> Totals						Invoice Transactions 9	\$1,865.32	
Program <b>183501 - Golf Course - Pro Shop</b>								
Account <b>52210 - Institutional Supplies</b>								
5819 - Synchrony Bank	3708	18 - Cascades Industrial Supplies	Paid by Check # 72919	11/03/2020	11/03/2020	11/13/2020	11/13/2020	97.82
5819 - Synchrony Bank	5744	18 - Cascades Industrial Supplies	Paid by Check # 72987	11/17/2020	11/17/2020	11/25/2020	11/25/2020	57.66
Account <b>52210 - Institutional Supplies</b> Totals						Invoice Transactions 2	\$155.48	
Account <b>52330 - Street , Alley, and Sewer Material</b>								
4072 - Acushnet Company	909733336	18-pro shop items	Paid by Check # 72900	11/03/2020	11/03/2020	11/13/2020	11/13/2020	43.34
4072 - Acushnet Company	909733251	18-pro shop items	Paid by Check # 72900	11/03/2020	11/03/2020	11/13/2020	11/13/2020	159.93
4072 - Acushnet Company	909800707	18-pro shop items	Paid by Check # 72970	11/17/2020	11/17/2020	11/25/2020	11/25/2020	375.37
4465 - Mike Allen (Tour Guide Golf)	209126	18 - Golf Tees	Paid by Check # 72971	11/17/2020	11/17/2020	11/25/2020	11/25/2020	215.00
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals						Invoice Transactions 4	\$793.64	
Program <b>183501 - Golf Course - Pro Shop</b> Totals						Invoice Transactions 6	\$949.12	
Program <b>184000 - Natural Resources</b>								
Account <b>52420 - Other Supplies</b>								
5819 - Synchrony Bank	5469587677 75	18-Amazon Tripod Whiteboard/Flipchart	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	74.90
Account <b>52420 - Other Supplies</b> Totals						Invoice Transactions 1	\$74.90	
Program <b>184000 - Natural Resources</b> Totals						Invoice Transactions 1	\$74.90	
Program <b>184500 - Youth Services -Juke Box</b>								
Account <b>53510 - Electrical Services</b>								
223 - Duke Energy	8300373001 11/20	18- Electric Charges for October	Paid by Check # 72963	11/16/2020	11/16/2020	11/16/2020	11/16/2020	148.25
Account <b>53510 - Electrical Services</b> Totals						Invoice Transactions 1	\$148.25	
Account <b>53530 - Water and Sewer</b>								
208 - City Of Bloomington Utilities	14187-001 113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	99.04
Account <b>53530 - Water and Sewer</b> Totals						Invoice Transactions 1	\$99.04	
Account <b>53540 - Natural Gas</b>								
222 - Vectren	7953530485 111120	18-Natural Gas October Charges AJB	Paid by Check # 72969	11/16/2020	11/16/2020	11/16/2020	11/16/2020	48.08
Account <b>53540 - Natural Gas</b> Totals						Invoice Transactions 1	\$48.08	
Account <b>53830 - Bank Charges</b>								



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18844 - First Financial Bank, N.A.	18-ParksCC092	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	99.19
	0							
Account <b>53830 - Bank Charges</b> Totals				Invoice Transactions 1				\$99.19
Program <b>184500 - Youth Services -Juke Box</b> Totals				Invoice Transactions 4				\$394.56

## Program **184501 - Youth Services-Kid City Camps**

### Account **52420 - Other Supplies**

5819 - Synchrony Bank	3500	18-Lysol, Alcohol swabs	Paid by Check # 72919	11/03/2020	11/03/2020	11/13/2020	11/13/2020	23.96
Account <b>52420 - Other Supplies</b> Totals				Invoice Transactions 1				\$23.96

### Account **53830 - Bank Charges**

18844 - First Financial Bank, N.A.	18-ParksCC092	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	46.36
	0							
Account <b>53830 - Bank Charges</b> Totals				Invoice Transactions 1				\$46.36
Program <b>184501 - Youth Services-Kid City Camps</b> Totals				Invoice Transactions 2				\$70.32

## Program **185000 - Twin Lakes Recreation Center**

### Account **52210 - Institutional Supplies**

53005 - Menards, INC	58500	18 - TLRC Facility Sanitizing Supplies	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	98.45
5819 - Synchrony Bank	3238	18 - TLRC Facility Institutional Supplies	Paid by Check # 72919	11/03/2020	11/03/2020	11/13/2020	11/13/2020	94.88
5819 - Synchrony Bank	4510	18-batteries	Paid by Check # 72987	11/17/2020	11/17/2020	11/25/2020	11/25/2020	31.96
9269 - Ferguson Facilities Supply, HP Products #3400	0219855-1	18 - TLRC Facility Institutional Supplies	Paid by EFT # 38315	11/17/2020	11/17/2020	11/25/2020	11/25/2020	599.48
9269 - Ferguson Facilities Supply, HP Products #3400	0212039-1	18-foaming hand soap	Paid by EFT # 38315	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,002.48
9269 - Ferguson Facilities Supply, HP Products #3400	0219855	18 - TLRC Facility Institutional Supplies	Paid by EFT # 38315	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,053.46
Account <b>52210 - Institutional Supplies</b> Totals				Invoice Transactions 6				\$2,880.71

### Account **52310 - Building Materials and Supplies**

294 - All-Phase Electric Supply, INC	0740-590959	18 - TLRC Electrical-Fluorescent Lamp	Paid by EFT # 38067	11/03/2020	11/03/2020	11/13/2020	11/13/2020	141.00
53005 - Menards, INC	59291	18 - TLRC Maintenance & Hardware	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	93.79
53005 - Menards, INC	59865	18 - TLRC Maintenance & Hardware	Paid by Check # 72982	11/17/2020	11/17/2020	11/25/2020	11/25/2020	41.96
53005 - Menards, INC	59342	18-Hardware for TLRC	Paid by Check # 72982	11/17/2020	11/17/2020	11/25/2020	11/25/2020	8.10
Account <b>52310 - Building Materials and Supplies</b> Totals				Invoice Transactions 4				\$284.85

### Account **52420 - Other Supplies**



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Invoice Date Range 10/31/20 - 11/25/20

53038 - Mid America Sales Associates	423298-00	18 - TLRC Portable Scoreboard	Paid by EFT # 38379	11/17/2020	11/17/2020	11/25/2020	11/25/2020	458.42
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$458.42
Account 53320 - Advertising								
6385 - RTU, INC (Cartvertising)	SN1858837	18- Shopping Cart Advertising for the TLRC	Paid by Check # 72986	11/17/2020	11/17/2020	11/25/2020	11/25/2020	417.63
Account 53320 - Advertising Totals						Invoice Transactions 1		\$417.63
Account 53510 - Electrical Services								
223 - Duke Energy	8300373001	18- Electric Charges for October	Paid by Check # 72963	11/16/2020	11/16/2020	11/16/2020	11/16/2020	(4,024.06)
Account 53510 - Electrical Services Totals						Invoice Transactions 1		(\$4,024.06)
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	39530-002	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	793.68
Account 53530 - Water and Sewer Totals						Invoice Transactions 1		\$793.68
Account 53540 - Natural Gas								
222 - Vectren	0252765623	18-Natural Gas October Charges TLRC	Paid by Check # 72969	11/16/2020	11/16/2020	11/16/2020	11/16/2020	203.92
Account 53540 - Natural Gas Totals						Invoice Transactions 1		\$203.92
Account 53610 - Building Repairs								
53657 - Plymate, INC	2964955	18 - TLRC Entry Mat Service	Paid by EFT # 38180	11/03/2020	11/03/2020	11/13/2020	11/13/2020	78.62
53657 - Plymate, INC	2968285	18 - TLRC Entry Mat Service	Paid by EFT # 38400	11/17/2020	11/17/2020	11/25/2020	11/25/2020	78.62
Account 53610 - Building Repairs Totals						Invoice Transactions 2		\$157.24
Account 53650 - Other Repairs								
51447 - Discount Vacuum Center (Bell's Vacuum & Appliance)	1900	18 - TLRC Repairs to Fogger Machine	Paid by EFT # 38107	11/03/2020	11/03/2020	11/13/2020	11/13/2020	54.95
5803 - Sport Aide	129606	18 - TLRC Turf Repair	Paid by EFT # 38424	11/17/2020	11/17/2020	11/25/2020	11/25/2020	2,850.00
Account 53650 - Other Repairs Totals						Invoice Transactions 2		\$2,904.95
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	18-ParksCC0920	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	655.57
Account 53830 - Bank Charges Totals						Invoice Transactions 1		\$655.57
Account 53910 - Dues and Subscriptions								
454 - DirecTV, LLC	075619410X	18-TLRC Satellite Service	Paid by Check # 72934	11/10/2020	11/10/2020	11/10/2020	11/12/2020	218.98
Account 53910 - Dues and Subscriptions Totals						Invoice Transactions 1		\$218.98
Program 185000 - Twin Lakes Recreation Center Totals						Invoice Transactions 21		\$4,951.89

Program **185002 - TLRC-Health & Wellness**



# Park & Rec Board Register

Invoice Date Range 10/31/20 - 11/25/20

## Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	18-ParksCC092	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	5.20
	0							

Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$5.20
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## Account 53940 - Temporary Contractual Employee

6161 - Morgan Ashley Banks	102620	18-TLRC Fitness Specialist	Paid by EFT # 38074	11/03/2020	11/03/2020	11/13/2020	11/13/2020	165.00
7207 - Ayaa Elgoharry	102920	18-TLRC Fitness Specialist	Paid by EFT # 38112	11/03/2020	11/03/2020	11/13/2020	11/13/2020	356.25
5274 - Catherine T Gossett	102920	18-TLRC Fitness Specialist	Paid by EFT # 38121	11/03/2020	11/03/2020	11/13/2020	11/13/2020	250.00
7086 - Rivkah L Moore	103020	18-TLRC Fitness Specialist	Paid by EFT # 38164	11/03/2020	11/03/2020	11/13/2020	11/13/2020	456.25
5007 - Emeline P O'Connor	102920	18-TLRC Fitness Specialist	Paid by EFT # 38170	11/03/2020	11/03/2020	11/13/2020	11/13/2020	187.50
1973 - Megan M Stark	103120	18-TLRC Fitness Specialist	Paid by EFT # 38203	11/03/2020	11/03/2020	11/13/2020	11/13/2020	180.00
7440 - William Tuttle	102820	18-TLRC Fitness Specialist	Paid by EFT # 38221	11/03/2020	11/03/2020	11/13/2020	11/13/2020	156.25
7440 - William Tuttle	111120	18-TLRC Fitness Specialist	Paid by EFT # 38449	11/17/2020	11/17/2020	11/25/2020	11/25/2020	62.50
1973 - Megan M Stark	111220	18-TLRC Fitness Specialist	Paid by EFT # 38427	11/17/2020	11/17/2020	11/25/2020	11/25/2020	45.00
7086 - Rivkah L Moore	111320	18-TLRC Fitness Specialist	Paid by EFT # 38388	11/17/2020	11/17/2020	11/25/2020	11/25/2020	437.50
5274 - Catherine T Gossett	111220	18-TLRC Fitness Specialist	Paid by EFT # 38324	11/17/2020	11/17/2020	11/25/2020	11/25/2020	262.50
7207 - Ayaa Elgoharry	111220	18-TLRC Fitness Specialist	Paid by EFT # 38305	11/17/2020	11/17/2020	11/25/2020	11/25/2020	156.25
6161 - Morgan Ashley Banks	111220	18-TLRC Fitness Specialist	Paid by EFT # 38264	11/17/2020	11/17/2020	11/25/2020	11/25/2020	100.00

Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 13	\$2,815.00
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Program 185002 - TLRC-Health & Wellness Totals	Invoice Transactions 14	\$2,820.20
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## Program 185003 - TLRC-Basketball

### Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	18-ParksCC092	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	289.30
	0							

Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$289.30
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## Account 53940 - Temporary Contractual Employee

5377 - James D Acton	102120	18-Basketball Official	Paid by EFT # 38066	11/03/2020	11/03/2020	11/13/2020	11/13/2020	80.00
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# Park & Rec Board Register

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7522 - Jarin Bontrager	102020	18-Basketball Official	Paid by EFT # 38086	11/03/2020	11/03/2020	11/13/2020	11/13/2020	40.00
7184 - Larry Branam	102120	18-Basketball Official	Paid by EFT # 38088	11/03/2020	11/03/2020	11/13/2020	11/13/2020	70.00
20105 - Brandon B Chambers	102620	18- TLRC BYB Season II Official- Chambers	Paid by EFT # 38095	11/03/2020	11/03/2020	11/13/2020	11/13/2020	1,000.00
7276 - Kaitlyn Clementi	102320	18-TLRC Fitness Specialist	Paid by EFT # 38099	11/03/2020	11/03/2020	11/13/2020	11/13/2020	195.00
7147 - Keith E Crittenden	102220	18-Basketball Official	Paid by EFT # 38104	11/03/2020	11/03/2020	11/13/2020	11/13/2020	40.00
3571 - Joseph R Hardy	102020	18-Basketball Official	Paid by EFT # 38125	11/03/2020	11/03/2020	11/13/2020	11/13/2020	40.00
5005 - Jon Mitchel Hillenburg	101920	18-Basketball Official	Paid by EFT # 38130	11/03/2020	11/03/2020	11/13/2020	11/13/2020	40.00
7156 - Anthony Sipes	102220	18-Basketball Official	Paid by EFT # 38199	11/03/2020	11/03/2020	11/13/2020	11/13/2020	40.00
7287 - Mark Stemme	102020	18-Basketball Official	Paid by EFT # 38205	11/03/2020	11/03/2020	11/13/2020	11/13/2020	40.00
4939 - Charles W Stone	102020	18-Basketball Official	Paid by EFT # 38207	11/03/2020	11/03/2020	11/13/2020	11/13/2020	60.00
7524 - Walker, Claire	102020	18-Basketball Official	Paid by EFT # 38223	11/03/2020	11/03/2020	11/13/2020	11/13/2020	60.00
4939 - Charles W Stone	110320	18-Basketball Official	Paid by EFT # 38432	11/17/2020	11/17/2020	11/25/2020	11/25/2020	120.00
7543 - Diana Turner	111120	18-Basketball Instructor	Paid by EFT # 38448	11/17/2020	11/17/2020	11/25/2020	11/25/2020	112.50
7287 - Mark Stemme	110320	18-Basketball Official	Paid by EFT # 38429	11/17/2020	11/17/2020	11/25/2020	11/25/2020	120.00
7156 - Anthony Sipes	110420	18-Basketball Official	Paid by EFT # 38421	11/17/2020	11/17/2020	11/25/2020	11/25/2020	40.00
5005 - Jon Mitchel Hillenburg	110220	18-Basketball Official	Paid by EFT # 38336	11/17/2020	11/17/2020	11/25/2020	11/25/2020	110.00
7535 - John Lynch	102620	18-Basketball Official	Paid by EFT # 38373	11/17/2020	11/17/2020	11/25/2020	11/25/2020	30.00
3571 - Joseph R Hardy	110520	18-Basketball Official	Paid by EFT # 38331	11/17/2020	11/17/2020	11/25/2020	11/25/2020	160.00
7276 - Kaitlyn Clementi	111120	18-TLRC Fitness Specialist	Paid by EFT # 38293	11/17/2020	11/17/2020	11/25/2020	11/25/2020	45.00
20105 - Brandon B Chambers	110520	18-TLRC Basketball Official	Paid by EFT # 38290	11/17/2020	11/17/2020	11/25/2020	11/25/2020	40.00
7184 - Larry Branam	110420	18-Basketball Official	Paid by EFT # 38279	11/17/2020	11/17/2020	11/25/2020	11/25/2020	160.00
7522 - Jarin Bontrager	110320	18-Basketball Official	Paid by EFT # 38278	11/17/2020	11/17/2020	11/25/2020	11/25/2020	160.00

Account **53940 - Temporary Contractual Employee** Totals

Invoice Transactions 23

**\$2,802.50**



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Program 185003 - TLRC-Basketball Totals				Invoice Transactions 24				\$3,091.80
Program 185006 - TLRC-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling CO.	6801211758	18 - TLRC Concessions	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	668.75
Consolidated		Beverage Purchase	38100					
4099 - Gold Medal Products CO.	159936	18 - TLRC Concession	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	207.75
		Items	38119					
4099 - Gold Medal Products CO.	160016	18 - TLRC Concession	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	180.55
		Item Purchase	38119					
5819 - Synchrony Bank	3239	18 - TLRC Concession	Paid by Check #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	81.08
		Item Purchase	72919					
5819 - Synchrony Bank	0741	18 - TLRC Concession	Paid by Check #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	117.10
	102620	Item Purchase	72919					
5819 - Synchrony Bank	2631	18 - TLRC Concession	Paid by Check #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	13.98
		Item Purchase	72919					
5819 - Synchrony Bank	3951	18 - TLRC Concession	Paid by Check #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	38.56
		Item Purchase	72919					
21145 - Sysco USA III, LLC	238420657	18 - TLRC Concession	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	619.49
		Items	38211					
21145 - Sysco USA III, LLC	238434901	18 - TLRC Concession	Paid by EFT #	11/17/2020	11/17/2020	11/25/2020	11/25/2020	517.10
		Item Purchase	38436					
21145 - Sysco USA III, LLC	238428655	18 - TLRC Concession	Paid by EFT #	11/17/2020	11/17/2020	11/25/2020	11/25/2020	516.19
		Item Purchase	38436					
5819 - Synchrony Bank	4511	18-TLRC Concessions	Paid by Check #	11/17/2020	11/17/2020	11/25/2020	11/25/2020	420.02
		Purchase	72987					
5819 - Synchrony Bank	5290	18 - TLRC Concession	Paid by Check #	11/17/2020	11/17/2020	11/25/2020	11/25/2020	175.18
	110520	Item Purchase	72987					
4099 - Gold Medal Products CO.	160086	18 - TLRC Concession	Paid by EFT #	11/17/2020	11/17/2020	11/25/2020	11/25/2020	301.45
		Item Purchase	38321					
Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 13				\$3,857.20
Account 52420 - Other Supplies								
138 - Gooldy & Sons, INC	S 05779	18-TLRC coffee equipment	Paid by EFT #	11/17/2020	11/17/2020	11/25/2020	11/25/2020	12.00
			38323					
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$12.00
Program 185006 - TLRC-Concessions Totals				Invoice Transactions 14				\$3,869.20
Program 186500 - Community Events								
Account 52420 - Other Supplies								
3560 - First Financial Bank / Credit Cards	101420	Monthly Walmart Supply Trip	Paid by Check #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	15.74
			72906					
5819 - Synchrony Bank	7478666544	18-Amazon Crochet	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	6.86
	53	Thread Size 20 for Fall	38210					
5819 - Synchrony Bank	9344454748	18-Amazon pkg 600	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	6.99
	54	Round Wiggle Googly	38210					



# Park & Rec Board Register

Invoice Date Range 10/31/20 - 11/25/20

5819 - Synchrony Bank	5359867768	18- Amazon Craft Wood	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	17.99
	99	Sticks for Fall Programs	38210					
5819 - Synchrony Bank	9348976398	18-Amazon Q-tips	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	18.70
	63	Cotton Swabs for Fall	38210					
5819 - Synchrony Bank	4633665635	18- Amazon Craft	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	105.60
	44	Supplies for Fall	38210					
5819 - Synchrony Bank	4874577675	18- Supplies for Fall	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	123.89
	53	Programs	38210					
5819 - Synchrony Bank	4557957355	18-Amazon 30 Heavy	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	356.74
	35	Duty Basketball Net	38210					
11693 - The Award Center, INC	60012	18 - Trophy plaques for	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	49.00
		Pumpkin Launch	38215					
4549 - Kroger Limited Partnership I	273471	18-pumpkins for	Paid by Check #	11/10/2020	11/10/2020	11/10/2020	11/12/2020	40.00
		"Pumpkin Launch"-	72947					
Account <b>52420 - Other Supplies</b> Totals				Invoice Transactions 10				\$741.51
Account <b>53210 - Telephone</b>								
13969 - AT&T Mobility II, LLC	2872974211	18 - Wireless Charges	Paid by Check #	11/16/2020	11/16/2020	11/16/2020	11/16/2020	23.86
	321020	Sept/Oct	72953					
Account <b>53210 - Telephone</b> Totals				Invoice Transactions 1				\$23.86
Account <b>53730 - Machinery and Equipment Rental</b>								
4175 - The Stables Events, LLC	11574	18 - Portable toilet	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	230.00
(Izzy's Rentals)		rental - Pumpkin Launch	38218					
9111 - Monroe County Fair	MCFA	18 - Facility rental at	Paid by EFT #	11/17/2020	11/17/2020	11/25/2020	11/25/2020	750.00
Association	10242020	fairgrounds for Pumpkin	38385					
Account <b>53730 - Machinery and Equipment Rental</b> Totals				Invoice Transactions 2				\$980.00
Account <b>53830 - Bank Charges</b>								
18844 - First Financial Bank, N.A.	18-	18-Parks CC Sept Bank	Paid by EFT #	10/31/2020	10/31/2020	10/31/2020	10/31/2020	108.10
	ParksCC092	Fees	38245					
	0							
Account <b>53830 - Bank Charges</b> Totals				Invoice Transactions 1				\$108.10
Account <b>53990 - Other Services and Charges</b>								
536 - Chris Ramsey (KingSnake Sound	140563	18- Sound Equipment	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	325.00
Company)		Rental and Sound	38183					
6592 - Christopher Salem Willard	2002	18- Performance by the	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	300.00
		Will Holler at the	38231					
Account <b>53990 - Other Services and Charges</b> Totals				Invoice Transactions 2				\$625.00
Program <b>186500 - Community Events</b> Totals				Invoice Transactions 16				\$2,478.47
Program <b>186502 - Community Events-Gardens</b>								
Account <b>52420 - Other Supplies</b>								
394 - Kleindorfer Hardware & Variety	655561	18- SYP Garden Hose	Paid by EFT #	11/03/2020	11/03/2020	11/13/2020	11/13/2020	25.41
		Hooks	38149					
908 - JB Salvage (Westside Auto	8501	18-Yard Waste Removal	Paid by EFT #	11/17/2020	11/17/2020	11/25/2020	11/25/2020	600.00
Parts)			38361					





# Park & Rec Board Register

Invoice Date Range 10/31/20 - 11/25/20

Account <b>52420 - Other Supplies</b> Totals				Invoice Transactions 2		\$625.41		
Account <b>53830 - Bank Charges</b> 18844 - First Financial Bank, N.A.	18-ParksCC0920	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	3.19
Account <b>53830 - Bank Charges</b> Totals				Invoice Transactions 1		\$3.19		
Program <b>186502 - Community Events-Gardens</b> Totals				Invoice Transactions 3		\$628.60		
Program <b>186503 - Community Events-Farmers' Market</b>								
Account <b>53210 - Telephone</b> 13969 - AT&T Mobility II, LLC	2872974211321020	18 - Wireless Charges Sept/Oct	Paid by Check # 72953	11/16/2020	11/16/2020	11/16/2020	11/16/2020	70.15
Account <b>53210 - Telephone</b> Totals				Invoice Transactions 1		\$70.15		
Account <b>53530 - Water and Sewer</b>								
208 - City Of Bloomington Utilities	82116-001113020	18-Water Sewer Charges	Paid by Check # 72956	11/16/2020	11/16/2020	11/16/2020	11/16/2020	10.79
Account <b>53530 - Water and Sewer</b> Totals				Invoice Transactions 1		\$10.79		
Account <b>53830 - Bank Charges</b>								
18844 - First Financial Bank, N.A.	18-ParksCC0920	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	2.98
Account <b>53830 - Bank Charges</b> Totals				Invoice Transactions 1		\$2.98		
Account <b>53940 - Temporary Contractual Employee</b>								
3875 - Sandra Salinas-Kobyłka	102420	18 - Market Cleaning	Paid by EFT # 38191	11/03/2020	11/03/2020	11/13/2020	11/13/2020	195.00
Account <b>53940 - Temporary Contractual Employee</b> Totals				Invoice Transactions 1		\$195.00		
Program <b>186503 - Community Events-Farmers' Market</b> Totals				Invoice Transactions 4		\$278.92		
Program <b>186506 - Performing Art Series</b>								
Account <b>52420 - Other Supplies</b>								
5819 - Synchrony Bank	487457767553	18- Supplies for Fall Programs	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	14.99
Account <b>52420 - Other Supplies</b> Totals				Invoice Transactions 1		\$14.99		
Account <b>53990 - Other Services and Charges</b>								
536 - Chris Ramsey (KingSnake Sound Company)	140566	18- 2 speakers, a power mixer, and speaker	Paid by EFT # 38406	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,719.00
Account <b>53990 - Other Services and Charges</b> Totals				Invoice Transactions 1		\$1,719.00		
Program <b>186506 - Performing Art Series</b> Totals				Invoice Transactions 2		\$1,733.99		
Program <b>187001 - Adult Sports-Softball</b>								
Account <b>52420 - Other Supplies</b>								
798 - Winters Associates Promotional Products, INC	113477	18- TLSP Fall 2020 Adult Softball Award T-	Paid by EFT # 38232	11/03/2020	11/03/2020	11/13/2020	11/13/2020	324.69





# Park & Rec Board Register

Invoice Date Range 10/31/20 - 11/25/20

11693 - The Award Center, INC	60000	18- TLSP Fall 2020 - Trophies and Plaques	Paid by EFT # 38440	11/17/2020	11/17/2020	11/25/2020	11/25/2020	240.00
			Account <b>52420 - Other Supplies</b> Totals			Invoice Transactions 2		\$564.69
Account <b>53910 - Dues and Subscriptions</b>								
822 - Indiana Amateur Softball Association, INC	20200031	18- TLSP USA Softball Power Series	Paid by EFT # 38344	11/17/2020	11/17/2020	11/25/2020	11/25/2020	468.00
822 - Indiana Amateur Softball Association, INC	20200062	18- TLSP USA Softball League Registration	Paid by EFT # 38344	11/17/2020	11/17/2020	11/25/2020	11/25/2020	1,020.00
			Account <b>53910 - Dues and Subscriptions</b> Totals			Invoice Transactions 2		\$1,488.00
			Program <b>187001 - Adult Sports-Softball</b> Totals			Invoice Transactions 4		\$2,052.69
Program <b>187002 - Adult Sports-Tennis</b>								
Account <b>53830 - Bank Charges</b>								
18844 - First Financial Bank, N.A.	18-ParksCC0920	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	85.93
			Account <b>53830 - Bank Charges</b> Totals			Invoice Transactions 1		\$85.93
			Program <b>187002 - Adult Sports-Tennis</b> Totals			Invoice Transactions 1		\$85.93
Program <b>187500 - Banneker</b>								
Account <b>52210 - Institutional Supplies</b>								
3560 - First Financial Bank / Credit Cards	PKBD26CV	18-NRPA Reg Cory Hawkins	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	295.00
3560 - First Financial Bank / Credit Cards	BGLNX2XG	18-NRPA Reg Paula McDevitt	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	295.00
			Account <b>52210 - Institutional Supplies</b> Totals			Invoice Transactions 2		\$590.00
			Program <b>187500 - Banneker</b> Totals			Invoice Transactions 2		\$590.00
Program <b>187503 - Banneker-Classes</b>								
Account <b>52420 - Other Supplies</b>								
7483 - David Loesing Properties Plus LLC (Monster Cote)	002153	18-BBCC-Epoxy Flooring	Paid by EFT # 38106	11/03/2020	11/03/2020	11/13/2020	11/13/2020	900.58
			Account <b>52420 - Other Supplies</b> Totals			Invoice Transactions 1		\$900.58
Account <b>53990 - Other Services and Charges</b>								
7483 - David Loesing Properties Plus LLC (Monster Cote)	002153	18-BBCC-Epoxy Flooring	Paid by EFT # 38106	11/03/2020	11/03/2020	11/13/2020	11/13/2020	6,499.42
			Account <b>53990 - Other Services and Charges</b> Totals			Invoice Transactions 1		\$6,499.42
			Program <b>187503 - Banneker-Classes</b> Totals			Invoice Transactions 2		\$7,400.00
Program <b>189000 - Operations</b>								
Account <b>52220 - Agricultural Supplies</b>								
3560 - First Financial Bank / Credit Cards	1333746	18-Netherland Bulb Company	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	303.75
			Account <b>52220 - Agricultural Supplies</b> Totals			Invoice Transactions 1		\$303.75
Account <b>52420 - Other Supplies</b>								



# Park & Rec Board Register

Invoice Date Range 10/31/20 - 11/25/20

4394 - Richardson Enterprises of Blqtn,LLC (FastSigns)	INV-50720	18-Custom designed playground sign for SYP	Paid by EFT # 38412	11/17/2020	11/17/2020	11/25/2020	11/25/2020	2,935.00
Account <b>52420 - Other Supplies</b> Totals						Invoice Transactions 1		\$2,935.00
Program <b>189000 - Operations</b> Totals						Invoice Transactions 2		\$3,238.75
Program <b>189003 - Operations-Open Shelters</b>								
Account <b>53830 - Bank Charges</b>								
18844 - First Financial Bank, N.A.	18-ParksCC092	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	97.80
Account <b>53830 - Bank Charges</b> Totals						Invoice Transactions 1		\$97.80
Program <b>189003 - Operations-Open Shelters</b> Totals						Invoice Transactions 1		\$97.80
Program <b>189004 - Operations-Enclosed Shelters</b>								
Account <b>53830 - Bank Charges</b>								
18844 - First Financial Bank, N.A.	18-ParksCC092	18-Parks CC Sept Bank Fees	Paid by EFT # 38245	10/31/2020	10/31/2020	10/31/2020	10/31/2020	1.49
Account <b>53830 - Bank Charges</b> Totals						Invoice Transactions 1		\$1.49
Program <b>189004 - Operations-Enclosed Shelters</b> Totals						Invoice Transactions 1		\$1.49
Program <b>189006 - Switchyard Property</b>								
Account <b>52420 - Other Supplies</b>								
5819 - Synchrony Bank	453545954934	18 AMAZON SYP WaterSentry Replacment	Paid by EFT # 38435	11/17/2020	11/17/2020	11/25/2020	11/25/2020	51.90
Account <b>52420 - Other Supplies</b> Totals						Invoice Transactions 1		\$51.90
Account <b>53990 - Other Services and Charges</b>								
7479 - Sunset Hill Fence Co LLC	009984	18- Fencing for Switchyard Park	Paid by EFT # 38433	11/17/2020	11/17/2020	11/25/2020	11/25/2020	422.19
Account <b>53990 - Other Services and Charges</b> Totals						Invoice Transactions 1		\$422.19
Program <b>189006 - Switchyard Property</b> Totals						Invoice Transactions 2		\$474.09
Department <b>18 - Parks &amp; Recreation</b> Totals						Invoice Transactions 144		\$38,265.43
Fund <b>201 - Parks and Rec Non Reverting</b> Totals						Invoice Transactions 144		\$38,265.43
Fund <b>977 - Parks 2016 GO Bond Proceeds</b>								
Department <b>18 - Parks &amp; Recreation</b>								
Program <b>18016D - 2016 D Lower Cascades</b>								
Account <b>54510 - Other Capital Outlays</b>								
7059 - Eagle Ridge Civil Engineering Services, LLC	2020-00001875	18- Cascades creek repair and trail to	Paid by EFT # 38110	11/03/2020	11/03/2020	11/13/2020	11/13/2020	16,270.63
Account <b>54510 - Other Capital Outlays</b> Totals						Invoice Transactions 1		\$16,270.63
Program <b>18016D - 2016 D Lower Cascades</b> Totals						Invoice Transactions 1		\$16,270.63
Program <b>18016E - 2016 E BPP 9 C H MP PR SO TLRCSA</b>								
Account <b>54510 - Other Capital Outlays</b>								



# Park & Rec Board Register

Invoice Date Range 10/31/20 - 11/25/20

3054 - Sinclair Recreation, LLC (GameTime)	100739-01-01i	18-Central play unit (2-5 & 5-12) & Axis spinner	Paid by EFT # 38198	11/03/2020	11/03/2020	11/13/2020	11/13/2020	60,000.00
12814 - Ardsley Maintenance Service, INC	184193	18-Bryan pool bottom fiberglass rehab	Paid by EFT # 38261	11/17/2020	11/17/2020	11/25/2020	11/25/2020	18,681.25
Account <b>54510 - Other Capital Outlays</b> Totals						Invoice Transactions 2		\$78,681.25
Program <b>18016E - 2016 E BPP 9 C H MP PR SO TLRCSA</b> Totals						Invoice Transactions 2		\$78,681.25
Department <b>18 - Parks &amp; Recreation</b> Totals						Invoice Transactions 3		\$94,951.88
Fund <b>977 - Parks 2016 GO Bond Proceeds</b> Totals						Invoice Transactions 3		\$94,951.88
Fund <b>980 - 2018 BicentennialBnd Prcd900030</b>								
Department <b>18 - Parks &amp; Recreation</b>								
Program <b>18018A - 7th St Green Way, RCA Power Line</b>								
Account <b>54510 - Other Capital Outlays</b>								
5641 - AZTEC Engineering Group, INC	201002	18- Duke Power Line Trail Design	Paid by EFT # 38072	11/03/2020	11/03/2020	11/13/2020	11/13/2020	6,750.00
Account <b>54510 - Other Capital Outlays</b> Totals						Invoice Transactions 1		\$6,750.00
Program <b>18018A - 7th St Green Way, RCA Power Line</b> Totals						Invoice Transactions 1		\$6,750.00
Program <b>18018B - Griffy Loop Trail Lower Cascades</b>								
Account <b>54510 - Other Capital Outlays</b>								
19741 - Mader Design, LLC	1227	18- Griffy Lake Loop Trail Design	Paid by EFT # 38157	11/03/2020	11/03/2020	11/13/2020	11/13/2020	7,000.00
Account <b>54510 - Other Capital Outlays</b> Totals						Invoice Transactions 1		\$7,000.00
Program <b>18018B - Griffy Loop Trail Lower Cascades</b> Totals						Invoice Transactions 1		\$7,000.00
Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b>								
Account <b>54510 - Other Capital Outlays</b>								
3444 - Rundell Ernstberger Associates, INC	201598-3	18- Miller Showers Park Sidewalk Design For	Paid by EFT # 38189	11/03/2020	11/03/2020	11/13/2020	11/13/2020	1,764.00
Account <b>54510 - Other Capital Outlays</b> Totals						Invoice Transactions 1		\$1,764.00
Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b> Totals						Invoice Transactions 1		\$1,764.00
Department <b>18 - Parks &amp; Recreation</b> Totals						Invoice Transactions 3		\$15,514.00
Fund <b>980 - 2018 BicentennialBnd Prcd900030</b> Totals						Invoice Transactions 3		\$15,514.00
Grand Totals						Invoice Transactions 356		\$299,452.61

## REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/25/2020	Claims				299,452.61
					<u>299,452.61</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 \$ 299,452.61

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

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

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

Fiscal Office \_\_\_\_\_

## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/20/2020	Payroll				155,032.59
					<u>155,032.59</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 \$ 155,032.59

1

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

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

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

Fiscal Officer \_\_\_\_\_

## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/4/2020	Payroll				127,369.70
					<u>127,369.70</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 \$ 127,369.70

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 \_\_\_\_\_

# CITY OF BLOOMINGTON

## Journal Fund Summary

[illegible]



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2020-00016337	BA	GL	12/03/2020	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>	
12/03/2020	201-18-186500-53830	Bank Charges	Budget Amendment			58.24		.00	
12/03/2020	201-18-186503-53210	Telephone	Budget Amendment			106.00		.00	
12/03/2020	201-18-187503-53990	Other Services and Charges	Budget Amendment			3,950.00		.00	
12/03/2020	201-18-189006-51120	Salaries and Wages - Temporary	Budget Amendment			500.00		.00	
12/03/2020	201-18-189006-51210	FICA	Budget Amendment			50.00		.00	
Number of Entries: 5						\$4,664.24		\$4,664.24	





REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2019	2019	2019	2019	2020	2020	2020	
November	Total	Actual	Expenses	% of Expense	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	<u>Budget</u>	<u>for Year</u>	<u>November</u>	<u>to date</u>	<u>Budget</u>	<u>November</u>	<u>to date</u>	<u>change</u>
<b>General Fund</b>								
Administration	754,420	758,283	643,274	84.83%	737,200	689,695	93.56%	7.22%
Health & Wellness	82,869	81,370	76,311	93.78%	107,016	79,660	74.44%	4.39%
Community Relations	460,058	438,510	357,895	81.62%	487,964	352,121	73.34%	-1.61%
Aquatics	312,312	313,737	312,228	99.52%	378,257	58,224	15.39%	-81.35%
Frank Southern Center	359,863	325,424	291,101	89.45%	381,828	301,080	78.85%	3.43%
Golf Services	1,010,569	989,556	941,063	95.10%	706,904	698,276	98.78%	-25.80%
Natural Resources	396,163	344,801	309,301	89.70%	388,562	328,605	84.57%	6.24%
Youth Programs	64,888	69,539	63,285	91.01%	62,293	67,598	108.52%	6.81%
TLRC	287,976	286,763	269,968	94.14%	294,799	260,647	88.42%	-3.45%
Community Events	407,645	387,801	358,111	92.34%	405,346	384,658	94.90%	7.41%
Adult Sports	242,956	263,260	251,404	95.50%	286,511	188,082	65.65%	-25.19%
Youth Sports	225,060	228,014	213,099	93.46%	295,022	238,182	80.73%	11.77%
BBCC	320,540	308,233	289,291	93.85%	444,450	280,601	63.13%	-3.00%
Inclusive Recreation	82,561	80,708	77,494	96.02%	86,491	84,575	97.78%	9.14%
Operations	1,964,968	1,766,848	1,667,467	94.38%	1,979,870	1,653,299	83.51%	-0.85%
Switchyard Property	47,452	47,202	38,768	82.13%	256,821	180,184	70.16%	0.00%
Landscaping	475,315	440,698	411,469	93.37%	613,368	507,878	82.80%	23.43%
Cemeteries	184,917	191,517	179,134	93.53%	211,863	165,842	78.28%	-7.42%
Urban Forestry	569,707	657,294	612,810	93.23%	514,292	338,504	65.82%	-44.76%
Recover Forward	0	0	0	0.00%	50,000			0.00%
<b>General Fund total:</b>	<b>7,495,818</b>	<b>7,979,559</b>	<b>7,363,472</b>	<b>92.28%</b>	<b>8,688,857</b>	<b>6,857,711</b>	<b>78.93%</b>	<b>-6.87%</b>
<b>Non-Reverting Fund</b>								
Administration	14,150	6,180	5,784	93.58%	14,650	17,443	119.07%	201.60%
Health & Wellness	1,376	1,961	1,152	58.76%	1,650	8,705	527.59%	655.57%
Community Relations	5,350	3,924	3,924	100.00%	5,350	7,824	146.24%	99.36%
Aquatics	61,716	98,130	79,901	81.42%	81,959	36,088	44.03%	-54.83%
Frank Southern Cent	93,697	104,544	81,386	77.85%	86,859	55,298	63.66%	-32.05%
Golf Services	70,000	236,525	121,547	#REF!	168,852	140,758	83.36%	0.00%
Natural Resources	63,029	29,777	18,316	408.19%	65,429	19,147	29.26%	0.00%
Youth Programs	213,180	153,132	228,677	149.33%	238,025	96,503	40.54%	-57.80%
*TLRC - day to day	454,998	513,349	436,117	84.96%	570,919	350,922	61.47%	-19.53%
Community Events	184,027	189,206	179,304	94.77%	250,680	185,203	73.88%	3.29%
Adult Sports	128,905	159,548	138,649	86.90%	140,331	51,083	36.40%	-63.16%
Youth Sports	8,919	53,273	30,467	57.19%	9,482	8,067	85.08%	-73.52%
BBCC	1,610	4,903	3,249	66.27%	41,962	15,543	37.04%	378.41%
Childcare Program	0	0		0.00%	0	3,216	0.00%	100.00%
Inclusive Recreation	0	0		0.00%	0		0.00%	0.00%
Operations	49,610	56,605	53,495	94.51%	42,610	6,949	16.31%	0.00%
Dog Park	0	0		0.00%	0		0.00%	0.00%
Switchyard	0	12,737	2,392	18.78%	27,577	36,477	132.27%	0.00%
Landscaping (CCC P	0	6,883		0.00%	6,150		0.00%	0.00%
Cemeteries	0	0		0.00%	0		0.00%	0.00%
Urban Forestry	6,150	0	6,883	0.00%	0		0.00%	0.00%
<b>N-R Fund subtotal:</b>	<b>1,356,717</b>	<b>1,630,677</b>	<b>1,391,241</b>	<b>85.32%</b>	<b>1,752,484</b>	<b>1,039,225</b>	<b>59.30%</b>	<b>-25.30%</b>
TLRC - bond	475,963	475,963	475,963	100.00%	482,000	481,738	99.95%	1.21%
<b>N-R Fund total:</b>	<b>1,832,680</b>	<b>2,106,640</b>	<b>1,867,203</b>	<b>88.63%</b>	<b>2,234,484</b>	<b>1,520,963</b>	<b>68.07%</b>	<b>-18.54%</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			14,288					
19-20 MCCSC 21st Com Learn			10,416			22,144		
Community Banneker Bus						39,995		
G14006 Out-of School Prg.								
G15008 Summer Food Prg.			17,391		11,115	33,346		
G15009 Nature Days S/Star								
Griffy Lake Nature Day			3,674					
Wapehani I-69 Mitigation								
Leonard Springs Nature			2,449					
Banneker Nature Day			4,499			3,659		
DNR Grant								
Kaboom Play								
Youth & Adolescent Phy Act			7,778		9,936			
Goat Farm								
Giffy LARE			13,563			6,383		
Deer Cull						25,000		
Banneker ROI						155,775		
<b>Other Misc Funds total:</b>	<b>0</b>	<b>0</b>	<b>74,153</b>	0.00%	<b>21,935</b>	<b>286,303</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,328,497</b>	<b>10,086,198</b>	<b>9,304,829</b>	<b>92.25%</b>	<b>10,945,276</b>	<b>8,664,977</b>	<b>79.17%</b>	<b>-6.88%</b>

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues November 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>November</u>	<u>to date</u>	<u>for year</u>	<u>November</u>	<u>to date</u>	<u>change</u>
<b>General Fund</b>								
Taxes/Misc Revenue	6,457,949	6,573,549	6,457,949	100.00%	6,513,025	6,513,025	100.00%	0.00%
Administration	500	3,090	3,090	100.00%	500	28,131	5626.25%	810.48%
Community Relations	0	0	0	0.00%	0		0.00%	0.00%
Aquatics	198,000	193,191	192,814	99.80%	186,000		0.00%	-100.00%
Frank Southern	201,300	223,101	145,202	65.08%	199,300	121,300	60.86%	-16.46%
Golf Services	619,500	569,031	572,824	100.67%	599,500	673,934	112.42%	17.65%
Natural Resources	0	0	0	0.00%	0		0.00%	0.00%
Youth Services	0	0	0	0.00%	0		0.00%	0.00%
Community Events	11,500	11,175	10,835	21.69%	12,165	974	8.01%	-91.01%
Adult Sports	51,000	49,965	49,965	100.00%	54,000	13,563	25.12%	-72.86%
Youth Sports	30,000	41,769	40,140	96.10%	30,500	8,316	27.27%	-79.28%
BBCC	12,000	13,010	9,071	69.73%	15,000	4,439	29.59%	-51.07%
Operations	0	534	534	100.00%	0	85	0.00%	-84.08%
Landscaping	0	0		0.00%	0		0.00%	0.00%
Cemeteries	33,725	30,525	27,325	89.52%	32,525	41,250	126.83%	50.96%
Urban Forestry		0		0.00%			0.00%	0.00%
<b>Subtotal Program R</b>	<b>1,157,025</b>	<b>1,132,300</b>	<b>1,051,799</b>	<b>92.89%</b>	<b>1,129,490</b>	<b>891,992</b>	<b>78.97%</b>	<b>-15.19%</b>
<b>General Fund Total</b>	<b>7,615,474</b>	<b>7,708,939</b>	<b>7,509,748</b>	<b>97.42%</b>	<b>7,642,515</b>	<b>7,405,017</b>	<b>96.89%</b>	<b>-1.39%</b>
<b>Non-Reverting Fund</b>								
Administration	40,600	34,800	27,953	80.32%	35,600	16,382	46.02%	-41.39%
Health & Wellness	4,840	2,350	2,350	100.00%	3,915	228	5.82%	-90.30%
Community Relations	5,400	2,400	2,400	100.00%	5,400	8,089	149.80%	0.00%
Aquatics	108,200	88,089	88,061	99.97%	86,301	2,662	3.08%	-96.98%
Frank Southern	124,300	98,907	84,638	85.57%	123,300	54,445	44.16%	-35.67%
Golf Services	76,000	117,749	96,852	82.25%	156,500	143,919	91.96%	48.60%
Natural Resources	70,000	71,161	71,017	99.80%	70,000	61,663	88.09%	-13.17%
Youth Programs	215,500	248,728	243,513	97.90%	246,740	118,888	48.18%	-51.18%
*TLRC -Operational	1,253,774	712,603	638,180	89.56%	1,065,974	440,418	41.32%	-30.99%
Community Events	196,541	208,808	207,561	99.40%	200,311	94,977	47.41%	-54.24%
Adult Sports	132,400	131,295	128,886	98.17%	143,500	39,530	27.55%	-69.33%
Youth Sports	4,002	7,202	7,170	99.56%	4,002	1,344	33.59%	-81.25%
BBCC	5,250	14,599	13,672	93.65%	7,600	15,014	197.56%	9.82%
Operations	64,800	63,317	61,375	96.93%	64,800	38,404	59.26%	-37.43%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Pro	0	34,951	5,502	15.74%	12,500	27,407	219.25%	0.00%
Landscaping	0	0	0	0.00%	0	750	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	7,900	0.00%	0.00%
Urban Forestry	9,500	9,553	7,953	83.25%	9,500	0	0.00%	0.00%
<b>N-R Fund subtotal:</b>	<b>2,311,507</b>	<b>1,846,513</b>	<b>1,687,083</b>	<b>91.37%</b>	<b>2,236,343</b>	<b>1,072,021</b>	<b>47.94%</b>	<b>-36.46%</b>
<b>Other Misc Funds</b>								
G-17-18 MCCSC 21st Com					14,210			

G18-19 MCCSC 21st Com			18,767		30,000			
G19-20 MCCSC 21st Com			5,894		30,000	18,679		
G14009 Summer Food Grant			16,985		27,864	33,346		
Communit Banneker Bus					45,000			
Kaboom Play Everywhere								
NRPA Nutrition Hub						40,000		
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt			2,800			14,993		
G15008 Leonard Spring								
G15009 Griffy Nature Days			4,991			4,239		
(902) Rose Hill Trust			1,037			267		
Banneker ROI						157,379		
Banneker Nature Days			4,499			3,659		
Yth & Adolescent Phy Act			8,683		8,000			
Nature Days Star								
2019 Deer Cull IN DNR CHAP						25,000		
<b>Other Misc Funds tota</b>	<b>0</b>	<b>0</b>	<b>63,656</b>		<b>155,074</b>	<b>297,563</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,926,981</b>	<b>9,555,453</b>	<b>9,260,487</b>	<b>96.91%</b>	<b>#####</b>	<b>8,774,600</b>	<b>87.45%</b>	<b>-5.25%</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>11/30/2020</b>	<b>revenue</b>	<b>11/30/2020</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	16,382.21		17,443.24	0.00	(1,061.03)	258,962.33
181001	Health & Wellness	9,413.82	228.00		8,705.20	0.00	(8,477.20)	936.62
181100	Community Relations	34,414.61	8,089.00		7,823.72	0.00	265.28	34,679.89
182001	Aquatics	389,055.59	2,662.00		36,087.60	0.00	(33,425.60)	355,629.99
182500	Frank Southern Center	191,273.69	54,445.04		55,297.99	0.00	(852.95)	190,420.74
183500	Golf Course	143,501.45	143,918.70		140,757.56	0.00	3,161.14	146,662.59
184000	Natural Resources	291,563.17	61,662.89		19,146.92	0.00	42,515.97	334,079.14
184500	Allison Jukebox	272,563.31	118,888.40		96,503.38	0.00	22,385.02	294,948.33
185000	TLRC	(1,667,433.65)	357,818.89		832,659.66	0.00	(474,840.77)	(2,142,274.42)
185009	TLRC Reserve	729,334.12	82,599.52		0	0.00	(102,603.43)	626,730.69
186500	Community Events	522,561.92	94,977.20		185,202.95	0.00	(90,225.75)	566,456.24
187001	Adult Sports	34,936.55	39,530.43		51,082.88	0.00	(11,552.45)	23,384.10
187202	Youth Sports	59,446.16	1,344.21		8,066.98	0.00	(6,722.77)	52,723.39
187209	Skate Park	543.88	0.00		0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	64,519.89	15,014.33		15,542.79	0.00	(528.46)	63,991.43
	Childcare Program	0.00	0.00		3,216.02	0.00	(3,216.02)	(3,216.02)
189000	Operations	177,810.51	38,403.68		6,949.18	0.00	31,454.50	209,265.01
189005	Dog Park	5,993.79	0.00		0.00	0.00	0.00	5,993.79
**189006	Switchyard Property	238,307.62	27,406.54		36,476.53	0.00	(9,069.99)	229,237.63
189500	Landscaping	12,704.36	750.00		0.00	0.00	750.00	13,454.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	0.00	1,497.00
189503	Urban Forestry	21,517.22	7,900.00		0.00	0.00	7,900.00	29,417.22
10002.01	Change Fund	0.00			0.00	0.00	0.00	0.00
201-24105	Deposits	0.00			0.00	0.00	0.00	0.00
	<b>TOTALS</b>	<b>1,793,548.37</b>	<b>1,072,021.04</b>	<b>0.00</b>	<b>1,520,962.60</b>	<b>0.00</b>	<b>(634,144.51)</b>	<b>1,293,523.93</b>

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

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

(500,024.44)

INCREASE/DECREASE  
FOR THE CURRENT

Bloomington Parks and Recreation Surplus Declaration Form

Dec-20

Dec-20

[illegible]



## STAFF REPORT

Agenda Item: B-3  
Date: 12/3/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Sarah Owen, Community Relations Coordinator  
**DATE:** December 2, 2020  
**SUBJECT:** PARKS PARTNER AWARD—IU Credit Union

### **Recommendation**

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

### **Background**

Over the past twenty years, IU Credit Union has been as an incredible supporter of Bloomington Parks and Recreation. They have previously served as a multi-season sponsor of the summer Performing Arts Series, as well as a sponsor of the annual Bloomington Pumpkin Launch for the past three years. IU Credit Union has also been kind enough to donate giveaway items to our Golf Scramble fundraiser for the Parks Foundation, and they have served as a longtime advertiser, both in our seasonal Program Guide at the Twin Lakes Recreation Center.

We are incredibly grateful for the ongoing support from IU Credit Union, and the Bloomington Parks and Recreation Department is proud to recognize them with the Parks Partner Award.

**RESPECTFULLY SUBMITTED,**

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

Sarah Owen, Community Relations Coordinator





## STAFF REPORT

Agenda Item: C-1  
Date: 12/2/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** December 8, 2020  
**SUBJECT:** APPROVAL OF THE UPDATE TO POLICY #13040 – SPECIAL USE POLICY

### Recommendation

Staff recommends approval of the update to policy #13040 - Special Use Policy

### Background

The Bloomington Parks and Recreation Department operates under policies approved by the Board of Park Commissioners and are part of the five year accreditation process administered by the Commission for Accreditation of Park and Recreation Agencies.

The parks, properties, and facilities under the authority of the Board of Park Commissioners and Bloomington Parks and Recreation Department are intended for the recreational use and enjoyment for all people in the community. The Department is responsible for maintaining parks, facilities, trails and program spaces throughout the park system. Several park locations and facilities have been occupied by camping structures and makeshift structures prohibiting the use and enjoyment of these spaces by the whole community. These structures are often used in violation of the Special Use Policy (overnight 11pm – 5am). In addition, the department has allocated additional resources in order to maintain these areas which under these conditions are a public health risk, frequently vandalized, and overflowing with garbage.

The Park and Facility Special Use Policy #13040 is in place to facilitate individuals or groups usage on a reserved or special basis, as time, resources, and space permit, provided that the intended use is consistent with department objectives, and is in the best interest of the City of Bloomington.

POLICY RE: Park and Facility Special Use Policy

No person shall conduct, operate, present, manage, or take part in the following activities in a park or at a department owned facility unless a special use permit is obtained from the department Administrator or their appointed representative, prior to the start of the activity:

1. Any contest, show, exhibit table, exhibit stand or booth, dramatic performance, play act, pyrotechnic display, motion picture, sale or production of video tapes for commercial use, acrobatic feat, bazaar, organized sporting event, radio or television broadcast, speech or public presentation, ceremony, wedding, fair, circus, musical event, or any public meeting, assembly, or parade including, but not limited to, drills and maneuvers, rallies, demonstrations, picketing, marches, political meetings, religious meetings, or placement/distribution of advertisement;
2. Any use of any park, portion of a park, or facility by a certain person or group of persons to the exclusion of others;
3. Camping on lands of the department or inhabiting any structure or facility overnight without a permit.

**Proposed updated wording:**

**3. Camping upon or otherwise inhabiting any property, structure, or facility of the department, at any time without a permit**

4. Any picnic, outing, or gathering reasonably anticipated to attract an attendance of over one hundred fifty (150) persons sponsored by any person or organization, except as to particular parks (facilities). In addition, the department Administrator may designate areas where permits shall be required for groups of twenty-five (25) or more persons;

**Proposed updated wording:**

**4. Any picnic, outing, or gathering reasonably anticipated to attract an attendance of over one hundred (100) persons sponsored by any person or organization, except as to particular parks (facilities). In addition, the department Administrator may designate areas where permits shall be required for groups of twenty-five (25) or more persons;**

5. Any commercial activity of any kind or any event during which the sale of food, beverage, or goods of any kind will occur unless appropriate paperwork has been completed and approved.

The Parks and Recreation Department is committed to maintaining safe, clean and accessible parks, facilities and program spaces for all. Along with other City of Bloomington departments, we will continue to work in partnership with community organizations who have the expertise and training to meet the needs of those who may be displaced due to this policy change.

**RESPECTFULLY SUBMITTED,**



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Paula McDevitt, Administrator



# CITY OF BLOOMINGTON

Parks and Recreation

## Parks & Facilities Special Use Policy: 13040

Date: April 29, 2013

Reviewed: November 4, 2020

Updated:

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**POLICY RE:** Park and Facility Special Use Policy

### Intent of the Policy

The parks, properties, and facilities under the authority of the, Bloomington Department of Parks and Recreation, are intended for the recreational use and enjoyment of residents of the City of Bloomington. ~~Selected~~ Parks and facilities are available for group or individual use on a reserved or special basis, as time, resources, and space permit, provided that the intended use is consistent with department objectives, and is in the best interest of the City of Bloomington. The granting of a permit is not to be construed as an endorsement by the board of the subject matter discussed, the opinions expressed, nor the organization sponsoring function.

### **Requirements**

No person shall conduct, operate, present, manage, or take part in the following activities in a park or at a department owned facility unless a special use permit is obtained from the department Administrator or their appointed representative, prior to the start of the activity:

1. Any contest, show, exhibit table, exhibit stand or booth, dramatic performance, play act, pyrotechnic display, motion picture, sale or production of video tapes for commercial use, acrobatic feat, bazaar, organized sporting event, radio or television broadcast, speech or public presentation, ceremony, wedding, fair, circus, musical event, or any public meeting, assembly, or parade including, but not limited to, drills and maneuvers, rallies, demonstrations, picketing, marches, political meetings, religious meetings, or placement/distribution of advertisement;
2. Any use of any park, portion of a park, or facility by a certain person or group of persons to the exclusion of others;
3. ~~Camping on lands of the department or inhabiting any structure or facility overnight without a permit;~~ Camping upon or otherwise inhabiting any property, structure, or facility of the department at any time without at permit.
4. Any picnic, outing, or gathering reasonably anticipated to attract an attendance of over one hundred fifty (~~100+50~~) persons sponsored by any person or organization, except as to particular parks (facilities). In addition, the department Administrator



# CITY OF BLOOMINGTON

Parks and Recreation

## **Parks & Facilities Special Use Policy: 13040**

**Date: April 29, 2013**

**Reviewed: November 4, 2020**

**Updated:**

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may designate areas where permits shall be required for groups of twenty-five (25) or more persons;

5. Any commercial activity of any kind or any event during which the sale of food, beverage, or goods of any kind will occur unless appropriate paperwork has been completed and approved.

## Facilities Policies - 13040

Date: April 29, 2013

Accreditation Standard #:

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### Application

Any group or person requesting use of a park or facility must complete an application authorized by the Board of Park Commissioners.

1. Special use permit applications will be acted upon on a first come first served basis. No applications will be accepted more than six (6) months prior to the date requested.
2. Permit applications must be submitted to the department no later than three weeks (21 calendar days) prior to the scheduled event unless otherwise approved by the department. Events requiring significant preparation by the department shall require application submission a minimum of six (6) weeks prior to the event unless otherwise approved by the department.
3. Permits are not transferable by name or date. Applicant shall not sub-let or transfer permit in whole or part.
4. If notification of cancellation is received less than ten (10) business days prior to the event, an assessment of a 20% administrative fee to the group or individual will occur.
5. The department shall have the right, at its discretion, to revoke the permission to use the park or facility in an emergency, in the event of dangerous or inclement weather conditions, due to city needs, or if the time, place, or manner of the activity permitted appears to be detrimental to the city, its residents, or city property.

### Approval

If the application for special use is found to be in good order, a permit for use of the facility may be issued upon receipt of use fees and deposit fees if applicable.

1. An application for special use shall not become a permit until it has been approved and signed by the department. No approval is given without submittal of an application.
2. Application for the special use permits may be denied or revoked by the department whenever the special use may interfere with the regular use of the department, where there has been a violation of these regulations, or where the department deems the proposed activity is not in the public interest.
3. Approval will be granted only where the function can be reasonably accommodated by the park system and such use will not unduly interfere with the rights of the



## Facilities Policies - 13040

**Date: April 29, 2013**

**Accreditation Standard #:**

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general public and will not present a clear and present danger to the public health and safety of the community.

4. In cases where applicant is stating not-for-profit status, a 501 (c) (3) form or proof of application for 501 (c) (3) status must be provided.

### **Use, Security, Safety**

1. The holder of the special use permit and representing the group shall be responsible for the event and must be present at the facility throughout the time of the activity. Any holder of a special use permit who abuses the privilege of using a facility will be deprived of their use.
2. The department reserves the right to require an event promoter to hire security personnel before being granted permission to conduct an activity on department property.
3. It is expressly understood that the City of Bloomington has no obligation to provide police, fire, sanitation, street, parking attendants, or other services in support of a special use or event on its properties.
4. Users may be required to sign liability waivers, releases, and/or indemnification agreements as a condition of permit approval, and provide proof of insurance.
5. Betting or gambling in any form, abusive, profane, or indecent language, violation of any City, County, State, or Federal laws, or any conduct that may interfere with an individual or group's right to use the park is prohibited.
6. 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.
7. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility.
8. No amplified music, stereos, radios, etc. over decibels established by the Bloomington City Council, within Title 14, will be allowed in the park unless for a special event sponsored by the Bloomington Parks and Recreation Department. Applicants may petition to the Board of Public Works for a noise permit.
9. Fires are prohibited in all areas other than those facilities equipped with outdoor grills or fireplaces.



## Facilities Policies - 13040

Date: April 29, 2013

Accreditation Standard #:

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10. No person shall cut, injure, deface, remove, or disturb any department property at any time.
11. Except as noted on the special use permit, vehicles of any type are prohibited from parking or operating a vehicle on city-owned properties, except as designated, for any purpose before, during, or after a special event.
12. The facility and grounds shall be left clean and in orderly condition. All litter, debris, food spills, and other trash directly attributable to the special event activities use must be properly disposed of in a timely fashion throughout the area specified in the special use permit. Where an adequate number of trash receptacles are not available, the user shall be required to contract for trash removal or the provision of trash dumpsters.
13. Portable sanitation facilities may be required at certain events conducted on department properties, and shall be provided by the sponsoring organization. The number and placement shall be determined by the department in consultation with the Monroe County Health Department.

All improvements to the premises must have prior written approval of the department. These improvements shall become the property of the department.

### Classifications of Events and Fee Schedules

A damage deposit will be required with the filing of each application for special use. The deposit is refundable if the facilities, grounds, and equipment are left clean and undamaged. The deposit will not be refunded if the holder of the special use permit abuses the privilege of using the facility, or violated the policies for use set forth in the park and facility special use policy or by the department representative.



## Facilities Policies - 13040

**Date: April 29, 2013**

**Accreditation Standard #:**

## Special Use Classes\*

- A. City of Bloomington, MCCSC
  - B. Non Profit Groups, Department Affiliated Groups  
Partnership organizations (Non-profits must show proof or ability to obtain 501 (c) (3) status)
  - C. Private Use: City resident
  - D. Private Use: Non resident
  - E. Profit making\*\*
- Special Events
- For large scale special events, department staff will determine which events fall into this category, based on size (150 +) scope and nature of event.
- Special event permit fees daily rate is \$100/day
- Alcohol permit fee (separate application process required) is \$200 or ten percent of gross, whichever is greater (alcohol permits granted on a case by case basis and require additional paperwork and approval by the Board of Park Commissioners).
- A fee to be negotiated based on type, price and volume of product being sold, with final approval by the Department Administrator.

\* Class and fee designation can be appealed to the Board of Park Commissioners

Any questions regarding the special use application process, please contact:

Bloomington Parks and Recreation Department  
401 N. Morton St, Suite 250  
P.O. Box 848  
Bloomington, IN 47402

(812) 349-3700

e-mail address: [parks@bloomington.in.gov](mailto:parks@bloomington.in.gov)







## STAFF REPORT

Agenda Item: C-2  
Date: 12/1/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** December 8, 2020  
**SUBJECT:** APPROVAL OF CONTRACT WITH MADER DESIGNS

### Recommendation

Staff recommends approval of the contract with Mader Designs for updates to the Goat Farm Master Plan. The contract amount is not to exceed \$3000. Funding for this contract will be from NR Operations Budget 201-18-189000-53170.

### Background

A conceptual Goat Farm master plan was done by Mader Design in 2013 at the request of the former parks director as part of the discussion with the family who donated the property to the Bloomington Parks Foundation in 2007. In 2009, the Bloomington Parks Foundation deeded the property to the Bloomington Parks and Recreation Department.

The donors have re-engaged communication with the Bloomington Parks Foundation and department to pursue the development of the property as a passive recreation area. This will be made possible by a monetary donation from the family to the Bloomington Parks Foundation.

The Goat Farm Park Master Plan update is required to move the project forward.

**RESPECTFULLY SUBMITTED,**

Paula McDevitt, Administrator

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
MADER DESIGN  
FOR  
GOAT FARM PARK MASTER PLAN UPDATE**

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

**WITNESSETH:**

WHEREAS, the Department wishes to update the Master Plan for the Goat Farm Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform these design additions and changes to the Master Plan (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 Paula McDevitt as the Department’s Project Manager.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Three Thousand Dollars and zero cents (\$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:

Paula McDevitt  
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		Mader Design
Attn: Paula McDevitt		Attn: Jeff Mader
401 N. Morton, Suite 250		302 Main Street
Bloomington, Indiana 47402		Beech Grove, IN 46107

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

**Article 25. Intent to be Bound**

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

**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**

**MADER DESIGN**

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

\_\_\_\_\_  
Jeff Mader, Owner

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

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

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

Mader Design shall provide professional landscape architectural services to make updates to the Master Plan for the Goat Farm Park.

Efforts shall include:

1. Coordinate and receive updates from Owner related to previous master plan efforts and new elements/changes per the Parks and Donor needs and requests.
2. Receive updated existing site plan indicating new prairie areas.
3. Update master plan graphics based on new information.
4. Discuss, review, and update project budgeting based on new information from Owner and Donor.
5. Provide updated graphics and budget information to Owner for review and discussion with Donor.
6. Receive feedback and make updates as needed.
7. All work will be completed on an hourly basis.

### **Assumptions**

1. Scope described here is based on email conversations to date will be completed on an hourly basis per the direction of Owner.
2. All information related to the Project provided by Client, Design Team, or others is assumed to be true and accurate.
3. CAD drawing or PDF base files and surveys shall be provided by Client's as available. For this Master Plan Scope of work, aerial photography and available GIS information would be sufficient if detailed drawings are not available.
4. Deliverables shall include CAD and PDF files emailed to the Client. We anticipate Client will perform any printing required for the project.
5. Landscape Architect shall not be responsible for determining if any areas on site are environmentally sensitive (i.e. underground tanks, asbestos materials, etc...) or may require special environmental permitting.
6. The Project shall be Master Plan/Concept level only. Additional Design and Construction Documents may be required for various phases of implementation. Implementation is anticipated to be bid to known subcontractors currently utilized by Client.

### **Professional Fees**

The design fees for Landscape Architecture Services are proposed to be billed based on hours completed at the following rates, with a not to exceed amount of \$3,000. Invoices will be billed monthly based on work completed to date plus Reimbursable Expenses.

Rates shall be \$155 for Principal, \$130 for Landscape Architect, \$100 for Graduate Landscape Architect, and \$75 for Administrator or Intern.



**Reimbursables**

Reimbursable Expenses per the Terms & Conditions below are expenditures for the Project made by the Landscape Architect in the interest of the Project. None are anticipated, but if required would be within the not to exceed amount total above.

**Additional Services**

In the event the scope of work as described in this Agreement changes to a degree that will alter the fee, the Client and/or Owner shall be notified in writing and a revised fee will be documented and a completion time and compensation amount will be submitted for approval. For services not included in this Agreement, Additional Compensation shall be a negotiated lump sum or computed using the hourly rates indicated in the attached Terms & Conditions.

## **EXHIBIT B**

### **“Project Schedule”**

Design work will be completed by no later than 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 \_\_\_\_\_, 20\_\_\_\_.

**Mader Design**

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-3  
Date: 12/1/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** December 8, 2020  
**SUBJECT:** APPROVAL OF CONTRACT WITH SHEPHERD'S CONSTRUCTION, INC.

### Recommendation

Staff recommends approval of the contract with Shepherd's Construction, INC. for hard surface Bomanite improvement project at Peoples Park. The project shall not exceed \$12,900. The project is funded through the General Obligation Park Bond Project Code: 977-2017q

### Background

The work on the granite ground surface area at Peoples Park is highly specialized. The Bomanite granite is a custom pattern to the site of which Shepherd Construction is the owner of the pattern. Shepherds Construction has been approved by the Controller's office as the sole source provider due to the custom pattern. The contract includes the installation of new Bomanite granite sets and the cleaning/sealing of existing Bomanite that does not require replacement.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, reading "Paula McDevitt". The signature is fluid and cursive, with the first name "Paula" being more prominent and the last name "McDevitt" following in a similar style.

Paula McDevitt, Administrator

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
SHEPHERD'S CONSTRUCTION CO. INC.  
FOR  
PEOPLES PARK HARDSCAPE RENOVATION**

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

**WITNESSETH:**

WHEREAS, the Department wishes to renovate and expand the hardscape that currently exists in Peoples Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the hardscape renovation (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 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Paula McDevitt 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 Twelve Thousand Nine Hundred Dollars and zero cents (\$12,900). 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:

Paula McDevitt  
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	Shepherd's Construction
Attn: Paula McDevitt	Attn: Michael C. Shepherd
401 N. Morton, Suite 250	1111 N. Rangeline Road
Bloomington, Indiana 47402	Anderson, IN 46012

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**

**SHEPHERD'S CONSTRUCTION**

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Philippa M. Guthrie, Corporation Counsel

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Michael C. Shepherd, President

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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:

- Demolition, removal, preparation, and installation of approximately 800 sq. ft. Bomanite 12”x12” granite sets to match existing color, pattern, and texture. (\$9,600)
- Clean and seal existing Bomanite +/- 1400 sq. ft. and the new installation. (\$3,300)
- Lightly acid wash the new product to give it an aged appearance before sealing to help blend with the existing Bomanite.

## **EXHIBIT B**

### **“Project Schedule”**

All work to be completed by no later than March 31, 2021.

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

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

**EXHIBIT D**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Shepherd's Construction**

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: 12/3/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull, Sports Division Director  
**DATE:** December 1, 2020  
**SUBJECT:** REVIEW/APPROVAL OF SIXTEEN (16) SERVICE AGREEMENTS FOR 2021

### **Recommendation**

Staff recommends approval of sixteen (16) service agreements. The services agreements will be funded through general fund budgets of specific areas when and if the service is needed. The sixteen (16) service agreements are as follows:

1. Terminix International-general pest management on a 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.
7. Price Electric-electrical repair and maintenance.
8. City Glass of Bloomington Inc.-Repair or replacement of windows, doors, glass.
9. Commercial Service inc-Repair of HVAC and/or plumbing.
10. Gooldy & Sons-Repairs to food service equipment.
11. Oracle Elevators-Repairs to TLRC elevator service.
12. Koorsen Environmental-Repair and service to food service ventilation and hoods.
13. Koorsen Fire and Security-Repairs to alarm systems and fire suppression equipment.
14. Plymate-Supplies facility entry door mats.
15. Fish Window Cleaning (Photizo, LLC)-Cleans windows and gutters.
16. Sport Aid-Repairs indoor artificial turf.

### **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,**

A handwritten signature in black ink, appearing to read 'John Turnbull', is positioned above a horizontal line.

John Turnbull, Division Director Sports

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

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, 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, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Dee Tuttle and/or Daren Eads as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed four thousand dollars 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 and/or Daren Eads, 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, 2021.

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 and/or Daren Eads, 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**

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

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

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
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 \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
Name of Notary Public

County of Residence: \_\_\_\_\_ Printed

**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 \_\_\_\_\_, 2021.

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
STYNER SPORTS TRAINING**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 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, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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: City of Bloomington, ATTN: Hsiung Marler, 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, 2021. 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, Suite 250, Bloomington, IN 47402. Contractor: Styner Sports Training, 2626 East 57th Street, Indianapolis, IN 46220.

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

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

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

**CITY OF BLOOMINGTON**

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

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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

**STYNER SPORTS TRAINING**

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

\_\_\_\_\_  
Date

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

STATE OF INDIANA )

)SS:

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

STATE OF INDIANA )

)SS:

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

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

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

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

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

This Agreement, entered into on this \_\_\_\_ day of December, 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, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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, 2021

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**

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

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

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_, 2021.

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

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

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

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_, 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 twenty dollars (\$120.00) per hour Monday-Friday 7am-4pm and all other times for an after hour rate of one hundred eighty dollars (180.00) 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, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 Fifteen Thousand Dollars and zero cents \$15,000.00. 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, 2021. 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, Suite 250, Bloomington, IN 47402.

Contractor: DEEM, LLC, 6831 East 32nd Street, Ste 200, Indianapolis, IN 46226.

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

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

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

**CITY OF BLOOMINGTON**

**DEEM, LLC**

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

\_\_\_\_\_  
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.

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

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

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

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Steve's Welding ("Consultant"),

**Article 1. Scope of Services** Consultant shall provide the Services: Consultant will perform welding repairs at City park properties and facilities ("Services") at an hourly rate of Sixty Five Dollars (\$65.00), with a minimum of one (1) hour charge plus materials. Consultant shall provide the Services for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours rate of Ninety Six Dollars (\$96.00), with a minimum of one (1) hour charge plus materials. Parks Department would give Consultant at least two (2) working days' notice on repair. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before Monday, December 31, 2021, 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 for Frank Southern Ice Arena, Switchyard Park, or Twin Lakes Sports Park; Aaron Craig for Lower Cascades Golf Course; Dee Tuttle for Bryan Park Pool, Mills Pool, Winslow Sports Park, or Olcott Park; Daren Eads for Twin Lakes Recreation Center as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars and zero cents \$5,000.00. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: City of Bloomington, ATTN: Hsiung Marler for Frank Southern Ice Arena, Switchyard Park, or Twin Lakes Sports Park; Aaron Craig for Lower Cascades Golf Course; Dee Tuttle for Bryan Park Pool, Mills Pool, Winslow Sports Park, or Olcott Park; Daren Eads for Twin Lakes Recreation Center; 401 N. Morton, Bloomington, Suite 250, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 19. Non-Discrimination** 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, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below: Department: City of Bloomington, ATTN: Hsiung Marler for Frank Southern Ice Arena, Switchyard Park, or Twin Lakes Sports Park; Aaron Craig for Lower Cascades Golf Course; Dee Tuttle for Bryan Park Pool, Mills Pool, Winslow Sports Park, or Olcott Park; Daren Eads for Twin Lakes Recreation Center; 401 N. Morton, Bloomington, Suite 250, IN 47404. Consultant: Steve's Welding 5239, 2507 W 3rd St, Bloomington, IN 47402.

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

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

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

**CITY OF BLOOMINGTON**

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

**STEVE'S WELDING**

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

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

[Name of Consultant]

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 \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Young Plumbing & Mechanical, Inc. ("Contractor").

**Article 1. Scope of Services** Contractor shall provide 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; plus a five dollar (\$5) 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, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 and zero cents \$5,000.00. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: City of Bloomington, ATTN: Hsiung Marler, 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, 2021

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, Suite 250, 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.**

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Philippa M. Guthrie, Corporation Counsel

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Name of Signatory, Title

#### **CITY OF BLOOMINGTON PARKS AND RECREATION**

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Paula McDevitt, Director  
Parks and Recreation Department

---

Kathleen Mills, President  
Board of Park Commissioners

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

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

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

\_\_\_\_\_  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_, 2021, 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, 2021, 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, 2021.

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**

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

**Price Electric Inc.**

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

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 \_\_\_\_\_, 2021.

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

**Price Electric**

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 \_\_\_\_\_, 2021.

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

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

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

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

**Article 1. Scope of Services** Contractor will repair, adjust, and/or replace windows, glass and doors at City park properties and facilities (Services) at an hourly rate of Seventy Five Dollars (\$75.00) for the first (1) hour and Sixty Five Dollars (\$65.00) for each additional hour, with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 8:30am to 5:00pm and all other times for an afterhours hourly rate of Ninety Seven Dollars and Fifty Cents (\$97.50) with a minimum of one (1) hour charge, plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of Ninety Seven Dollars and Fifty Cents (\$97.50) with a minimum of one (1) hour charge, plus materials. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Don Foddrill for Pools; Hsiung Marler and/or Chris Lamb for Twin Lakes Sports Park and Frank Southern Center, Aaron Craig for Golf Course as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen and/or Chris Lamb for Twin Lakes Sports Park; Dee Tuttle Frank Southern Ice Arena, Winslow Sports Complex and Pools; Aaron Craig for Golf Course City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

**Article 9. 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 \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

**Department:** City of Bloomington, Attn: Daren Eads for TLRC; Aaron Craig for Cascades Golf Course; Scott Pedersen for Twin Lakes Sports Park; and Dee Tuttle for Winslow Sports, Complex, Frank Southern Ice Arena and Pools, 401 N. Morton, Bloomington, IN 47402. **Consultant:** City Glass, 719 West 17<sup>th</sup> St., Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor

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

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

**CITY OF BLOOMINGTON**

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

**CITY GLASS OF BLOOMINGTON, INC**

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

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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Paula McDevitt, Director

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Kathleen Mills, President, Board of Park Commissioners



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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**CITY GLASS OF BLOOMINGTON, INC**

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

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

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

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

**Article 1. Scope of Services** Contractor will repair, adjust, and/or replace heating, ventilation, cooling components and plumbing at City park properties and facilities (Services) at an hourly rate of Eighty Eight Dollars (\$88.00), 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 5:00pm and for an afterhours hourly rate between 5:00pm to 11:59pm of One Hundred Thirty Two (\$132.00) with a minimum of one (1) hour charge, plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, emergencies, calls between 12:00am to 6:59am and holidays, may be billed at an emergency hourly rate of One Hundred Seventy Six (\$176.00) with a minimum of one (1) hour charge, plus materials. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Dee Tuttle for Pools, Frank Southern Ice Arena and Winslow Sports Complex; Scott Pedersen and/or Chris Lamb for Twin Lakes Sports Park; Hsiung Marler for Switchyard Park; and Aaron Craig for Golf Course as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen and/or Chris Lamb for Twin Lakes Sports Park; Dee Tuttle Frank Southern Ice Arena, Winslow Sports Complex and Pools; Aaron Craig for Golf Course City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

**Article 9. 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 \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. 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** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

**Department:** City of Bloomington, Attn: Daren Eads for TLRC; Aaron Craig for Cascades Golf Course; Scott Pedersen for Twin Lakes Sports Park; Hsiung Marler for Switchyard Park; and Dee Tuttle for Winslow Sports, Complex, Frank Southern Ice Arena and Pools, 401 N. Morton, Bloomington, IN 47402. **Consultant:** City Glass, 719 West 17<sup>th</sup> St., Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor

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

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

**CITY OF BLOOMINGTON**

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

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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

**COMMERCIAL SERVICE, INC**

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

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**COMMERCIAL SERVICE, 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 CITY OF BLOOMINGTON, INC

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Gooldy & Sons, INC, ("Contractor"),

**Article 1. Scope of Services** Contractor will repair, adjust, and/or replace windows, glass and doors at City park properties and facilities (Services) at an hourly rate of Eighty Dollars (\$80.00), plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Twenty Dollars (\$120.00), plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of One Hundred Twenty Dollars (\$120.00), plus materials.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Scott Pedersen and/or Chris Lamb for Twin Lakes Sports Park; Dee Tuttle for Winslow Sports Complex, Frank Southern Ice Arena and Pools; and Aaron Craig for Golf Course as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen and/or Chris Lamb for Twin Lakes Sports Park; Dee Tuttle Frank Southern Ice Arena, Winslow Sports Complex and Pools; Aaron Craig for Golf Course City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

**Article 9. 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 \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers,

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

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

**Department:** City of Bloomington, **Attn: Daren Eads for TLRC; Aaron Craig for Cascades Golf Course; Scott Pedersen for Twin Lakes Sports Park; and Dee Tuttle for Winslow Sports, Complex, Frank Southern Ice Arena and Pools, 401 N. Morton, Bloomington, IN 47402.** **Consultant: City Glass, 719 West 17<sup>th</sup> St., Bloomington, IN 47404.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor

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

**Article 24. Non-Collusion** Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant 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**

**GOOLDY & SONS, INC**

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

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

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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



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

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

**GOOLDY & SONS, INC**

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

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

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

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

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

Parks Department would give Contractor at least two (2) working days' notice on repair. Mileage is billed at Sixty-Five Cents (\$.65) per mile. 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, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the following individuals as the Department's Project Manager:

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

Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

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

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

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

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

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

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

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

**Article 9. 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 \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

**Department:** City of Bloomington, Attn: Daren Eads – TLRC, Erik Pearson – Banneker Community Center, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Oracle Elevator, 5534 West Raymond Street, Indianapolis, IN 46421 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and 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. Consultant shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

#### **CITY OF BLOOMINGTON**

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

#### **CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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

#### **ORACLE ELEVATOR**

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

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**ORACLE ELEVATOR**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 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  
KOORSEN ENVIRONMENTAL SERVICES**

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

**Article 1. Scope of Services** Contractor shall provide inspection and clean exhaust hood components at City park properties ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

**Department:** City of Bloomington, Attn: Daren Eads, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Koorsen Environmental Services, 2719 N. Arlington Ave., Indianapolis, Indiana 46218. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

#### **CITY OF BLOOMINGTON**

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Philippa M. Guthrie, Corporation Counsel

#### **KOORSEN ENVIRONMENTAL SERVICES**

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Scott Deckard, Sales Representative

#### **CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Koorsen Environmental Services**

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

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

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

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

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

# AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND KOORSEN FIRE AND PROTECTION

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

**Article 1. Scope of Services** Contractor will install, repair, service and monitor fire and security alarms, and fire suppression services and components at City park properties and facilities (Services) at an hourly rate of Eighty Five Dollars (\$85.00) plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred and Fifty Six Dollars (\$156.00) plus supplies.

Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action (emergencies), may be billed at an emergency hourly rate of One Hundred and Fifty Six Dollars (\$156) plus supplies.

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, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the following individuals as the Department's Project Manager:

Daren Eads for TLRC. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

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

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

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

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

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

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

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

**Article 9. 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 \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such

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

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

**Department:** City of Bloomington, Attn: Daren Eads for TLRC; Aaron Craig for Cascades Golf Course; Scott Pedersen for Twin Lakes Sports Park; and Dee Tuttle for Winslow Sports, Complex, Frank Southern Ice Arena and Pools, 401 N. Morton, Bloomington, IN 47402. **Consultant:** City Glass, 719 West 17<sup>th</sup> St., Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor

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

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

#### **CITY OF BLOOMINGTON**

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

#### **CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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

#### **KOORSEN FIRE AND PROTECTION**

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

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

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**KOORSEN FIRE AND PROTECTION**

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 PLYMATE INC.

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

**Article 1. Scope of Services** Contractor shall provide the cleaning of floor mats at Frank Southern Ice Arena (FSC), Switchyard Park (SYP) and Twin Lakes Recreation Center (TLRC) ("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, 2021 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads, Dee Tuttle and Hsuing Marler as the Department's Project Managers. 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 One Hundred Dollars (\$4,100). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC and Dee Tuttle for FSC, 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 per the Department needs. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

**Department:** City of Bloomington, Attn: Daren Eads – TLRC; Attn: Dee Tuttle - FSC, Attn: Hsuing Marler - SYP 401 N. Morton, Bloomington, IN 47402. **Contractor:** Plymate Inc. 819 Elston Drive Shelbyville, Indiana 46176. 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**

**Plymate Inc.**

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Philippa M. Guthrie, Corporation Counsel

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Michelle Ricketts, Account Executive

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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Paula McDevitt, Director

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Kathleen Mills, President,  
Board of Park Commissioners



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

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

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

\_\_\_\_\_  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Plymate 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 PHOTIZO, LLC (dba FISH WINDOW CLEANING)

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Photizo, LLC, dba Fish Window Cleaning. ("Contractor").

**Article 1. Scope of Services** Contractor shall perform repair and maintenance services at City park properties and facilities at an hourly rate of Forty Five Dollars (\$45.00), plus materials, regardless of day or time. 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, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park; Aaron Craig for Cascades Golf Course; and Dee Tuttle for Frank Southern Center, Pools and Winslow Sports Complex as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park; Aaron Craig for Cascades Golf Course; and Dee Tuttle for Frank Southern Center, Pools and Winslow Sports Complex City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services as needed.

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

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

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

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each

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

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

**Department:** City of Bloomington, Attn: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park; Aaron Craig for Cascades Golf Course; and Dee Tuttle for Frank Southern Center, Pools and Winslow Sports Complex, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Fish Window Cleaning, PO Box 7885., Bloomington, IN 47407. 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**

**Photizo, LLC**

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

\_\_\_\_\_  
Signature

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Printed Name and Title

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

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

STATE OF INDIANA )  
 )SS:  
COUNTY OF )

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

- Signature

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

**Photizo, 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 SPORT AIDE**

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

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

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the following individual as the Department's Project Manager: Daren Eads for TLRC..

Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

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

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

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

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

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

**Article 9. 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 \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

**Department:** City of Bloomington, Attn: Daren Eads – TLRC, 401 N. Morton, Bloomington, IN 47402. **Consultant: SPORT AIDE, 14385 Colby Court, Carmel, IN 46032.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the 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. Consultant shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

#### **CITY OF BLOOMINGTON**

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

#### **CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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

#### **SPORT AIDE**

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

**14385 Colby Court  
Carmel, Indiana 46032**



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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**SPORT AIDE**

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

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

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

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

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



## STAFF REPORT

Agenda Item: C-5  
Date: 12/3/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Crystal Ritter, Community Events Coordinator  
**DATE:** December 8, 2020  
**SUBJECT:** REVIEW AND APPROVAL OF THE 2021 PARKS MOBILE STAGING RENTAL AGREEMENT

### Recommendation

Staff recommends approval of 2021 Mobile Staging Rental Agreement. This rental agreement outlines the costs and policies associated with renting the Bloomington Parks and Recreation Wenger "Showmobile" mobile stage and moveable riser staging located at Switchyard Park.

### Background

Bloomington Parks and Recreation purchased our current mobile stage, a Wenger "Showmobile", in 2004. We utilize the stage for our Performing Arts Series concerts in Bryan Park and for other events, but it is also available for rental within Bloomington's City Limits. In addition we own 4ft x 6ft risers which can be built together to form a small stage. These risers are also available for rental. This agreement covers policies and fees associated with the rental of both stages. The only updates to the 2021 agreement were updates made to the Mobile Stage Policy number 13100.

**RESPECTFULLY SUBMITTED,**

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

Crystal Ritter, Community Events Coordinator



## Application for Rental of the Bloomington Parks and Recreation Mobile Stage and/or Equipment

Please note that the submittal of this application does not guarantee use of the mobile stage or equipment for your event. Applications are reviewed by Bloomington Parks and Recreation staff who evaluate whether the stage can be used/delivered to the proposed location.

Please return this form (make copy for your records) along with the appropriate payment, at least **four weeks** prior to your event to:

Attn: Crystal Ritter  
Bloomington Parks and Recreation  
P.O. Box 848  
Bloomington, IN 47402  
Phone #: 812-349-3962

Date of Application: \_\_\_\_\_ Date Equipment is Needed: \_\_\_\_\_ (Application must be received at least four weeks prior to request)

Name of Person Responsible for Equipment: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Type of Organization (Not-for-profit, government, etc.): \_\_\_\_\_  
Tax ID# (If applicable): \_\_\_\_\_

Name of Event: \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Type of Event (concert, speeches, dance, etc.): \_\_\_\_\_

Anticipated Event Attendance: \_\_\_\_\_

Location Where Equipment is Needed (state exact location of site):

*Location must be within the City of Bloomington limits. Bloomington Parks and Recreation must approve site in advance. The mobile stage can only be transported by Parks personnel and will not be moved, once placed.*

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

Please include map of event site with exact stage placement marked on your map. Map must include the address of the site and be submitted with the application for rental.

Event Activity	Set-up Time What time do you want the stage opened?	Event Start Time	Event End Time	Tear-down Time What time do you want the stage closed?



I have read the entire Application for Rental of the Bloomington Parks and Recreation Mobile Stage and/or Equipment and understand all of the policies listed on this application. Initials\_\_\_\_\_

I accept responsibility for care of any equipment rented and agree to pay for any damages or loss. I also agree to assume responsibility for group adherence to regulations and policy as listed on the attached pages, and to provide insurance coverage as necessary. I will be responsible for reserving the location where the mobile stage is to be placed and will meet Bloomington Parks and Recreation staff to assure proper stage placement. I understand that once the mobile stage is in place, it will not be moved until the date mutually agreed upon by myself and the Bloomington Parks and Recreation representative. I also understand the mobile stage may only be moved by Bloomington Parks and Recreation Operations staff.

\_\_\_\_\_  
Signature of Designated Representative

\_\_\_\_\_  
Date

### **Special Event Equipment Rental Prices**

All prices listed are per day. Pricing does not include transportation costs associated with moving the stage on weekends and/or City holidays. Requests for stage on weekends or holidays will require additional fees.

#### **Category I – Non-Profit Organizations (must provide proof of 501(c)3 at time of rental)**

Mobile Stage	\$750/day + \$375 deposit*	
W/Theatrical Lights	\$1000/day + \$500 deposit*	requires additional electrical (See stage policy for details)

Stage Extenders	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(7 platforms, 4'X8'X3')
-----------------	---------------------------------------------------------------------	-------------------------

Stage Risers	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(6 platforms, 4'X8'X18")
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Self-Standing Stairs	\$50/day + \$25 deposit*	
----------------------	--------------------------	--

**You must transport and set up**

#### **Category II - For Profit Organizations:**

Mobile Stage	\$1000/day + \$500 deposit*	
W/Theatrical Lights	\$1250/day + \$625 deposit*	requires additional electrical (See stage policy for details)

Stage Extenders	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(7 platforms, 4'X8'X3')
-----------------	---------------------------------------------------------------------	-------------------------

Stage Risers	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(6 platforms, 4'X8'X18")
--------------	---------------------------------------------------------------------	--------------------------

Self-Standing Stairs	\$50/day + \$25 deposit*	
----------------------	--------------------------	--

**You must transport and set up stage risers and stairs if renting. This will require a trailer.**



- All organizations are required to pay for any damage to the equipment that occurs during the periods of use. Assessed damage costs may exceed the amount of the damage deposit.
- The mobile stage can only be transported by Parks and Recreation, Operations personnel and cannot be moved once it is in place. Transportation fees may be added to the total cost of the stage.
- Those reserving equipment are responsible for reserving the location where equipment is to be placed. Also, those reserving equipment agree to meet Bloomington Parks and Recreation staff at desired location to assure proper placement of equipment.
- No posters, banners, signs or other materials can be adhered to the stage without prior approval from Bloomington Parks and Recreation. No tape, glue or adhesive material may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision could result in loss of deposit and possible additional repair charge.
- A Bloomington Parks and Recreation site supervisor will remain on site while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability.
- The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include, but are not limited to, winds over 25mph, lightning, rain, and/or use deemed inappropriate or dangerous. If the stage is closed for reasons deemed necessary by the site supervisor, a refund will not be issued. Refunds will not be issued for advance cancellations made by renter.
- Full payment (plus deposit) must be received seven days prior to rental date.
- If renter wants to develop its own firearms policy for the duration of the event at its own discretion, a copy of such policy should be provided to the City prior to the event and after the City has approved its application.
- The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify BPRD within ten (10) days of any insurance cancellation. The individual or organization renting the mobile stage agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the mobile stage. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.
- The renting party shall be responsible for compliance with all State laws and regulations, including those governing special events and the use of stages.



- The renting party will be responsible for contacting the Indiana Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit, an inspection, and for all fees associated with the permit. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.

#### FOR OFFICIAL USE ONLY

\*\*\*\*\*

Date Application Received: \_\_\_\_\_  
Equipment Total: \_\_\_\_\_  
Deposit Total: \_\_\_\_\_

Amount Received: \_\_\_\_\_  
Equipment: \_\_\_\_\_  
Deposit: \_\_\_\_\_

Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Deposit Refunded: \_\_\_\_\_

Date: \_\_\_\_\_

Initials of Staff: \_\_\_\_\_



## **Mobile Stage Rental Policy**

### **POLICY RE:**

1. The mobile stage will be made available for rent by community, business or private organizations for concerts, theatre, sporting and other special events. All renters must have an approved reservation form to rent the stage.
2. All reservations will be processed through Bloomington Parks and Recreation, Community Events and will be based on availability of: stage, transport staff and supervisory staff.
3. The mobile stage is only available for use within Bloomington city limits. All stage set ups and locations must be approved, in advance, by the Parks and Recreation Department. Please return the attached form along with the appropriate payment, at least four weeks prior to your event.
4. The mobile stage will be transported, leveled and prepared for use by Bloomington Parks and Recreation staff, Operations personnel only and will not be moved once it is in place. The regular pay cost for transport is included in the overall cost of the stage when transported during regular work hours (8:00 a.m. to 3:00 p.m., Monday through Friday), otherwise subject to time and a half pay (after 3:00 p.m. Monday through Friday and on Saturday, double time pay on Sunday and triple time pay on Holidays.)

A Parks and Recreation supervisor will remain on site during the event while the stage is in operation. The fee range for the site supervisor will be determined by event and staffing availability.

5. The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include, but are not limited to, winds over 25mph, lightning, rain, and/or use deemed inappropriate or dangerous. If the stage is closed for reasons deemed necessary by the site supervisor, a refund will not be issued.

Severe Weather Procedure- The program/site supervisor should remove participants from the stage/event area at the first sign of lightning and/or an approaching thunderstorm. Supervisors should not allow participants back on the stage/event area until 30 minutes after the last sign of lightning/thunder or until the storm has subsided.

6. All stage renters are required to pay, as a minimum, equivalent to fifty percent (50%) of the total rental fee as a deposit at the time of initial reservation. The deposit is refundable provided damage has not occurred to rented facility during use.
7. All rental fees must be paid in full, no less than seven (7) days prior to the date of the





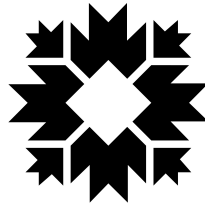
renter's scheduled use. If the full fee is not paid within seven (7) days prior to use, Bloomington Parks and Recreation reserves the right to charge a \$25 late fee and/or cancel the reservation.

8. Rental fees may be adjusted to reflect special staffing or equipment needs presented by the nature of the event and/or location.
9. The renting party is in charge and responsible for the conduct of all persons in attendance during the use of the stage. The renter and/or his/her organization will be held financially liable for any resulting damages to the mobile stage and/or property. Any damage charges will be based on equipment replacement and administrative costs, and may exceed the amount of the damage deposit. Renters are required to inspect the mobile stage at the time of its delivery and communicate any concerns or information about pre-existing damage to the on-site facility supervisor at that time.
10. No furnishings shall be removed from the stage. Nothing may be fixed (temporary or permanent) to the stage in any way, without prior consent from Bloomington Parks and Recreation. This includes banners, poster, signs or other materials. No tape, glue or adhesive materials may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision may result in loss of deposit and possible additional repair charges.
11. The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify BPRD within ten (10) days of any insurance cancellation. The individual or organization renting the show mobile agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the show mobile. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.
12. The Department Administrator may request the use of an approved security officer(s). The cost of the security officer(s) will be assumed by the renter/group.
13. Bloomington Parks and Recreation reserves the right to refuse any rental application.
14. Bloomington Parks and Recreation employees may not use park property or facilities for personal gain.



15. Alcohol, tobacco, and/or illegal controlled substances may not be used in or on Parks and Recreation equipment, facilities or property
16. Fireworks, air rifles, paintball guns, bows and arrows, cross bows, swords, and pellet guns, are strictly prohibited on Bloomington Parks and Recreation property. If the renter develops such a policy for its activities at its own discretion, the City may implement and enforce it and the renter is requested to provide a copy of such a policy to the City after its rental application is approved.
17. Renters charging a fee for their event must complete appropriate paperwork before rental is approved.
18. The renter is responsible for securing the necessary noise permit from the City of Bloomington, Department of Public Works (812-349-3411) if amplified music is played.
19. The mobile stage has two separate electrical systems. Requirements for each and the respective connections for each are listed below:
  - 110 Outlets and Non-Theatrical Lighting
    - The minimum power requirement to use the electrical system on the stage is 30 amp/110Volt. The stage uses a Hubble Twist-Lock 30 Amp/110 Volt connector (HBL2611) to power the electrical 110 Volt outlets and non-theatrical lighting on the stage. A 50' power cable with an HBL2611 connector is provided. Also provided is a 6' Hubble-to-pigtail adapter (only to be used by a certified electrician).
  - Theatrical Lighting:
    - The minimum power requirement to use theatrical lighting on the stage is 50 Amp/220 Volt. The stage uses a Hubble Twist-Lock 50 Amp/220 Volt connector (CS6365C) to power the theatrical lighting. A 50' power cable with a CS6365C connector is provided for rentals that include use of the theatrical lighting. Also provided is a 6' adapter cable with a Hubble-to-Leviton 275T and one 6' adapter with a Hubble-to-pigtail (the pigtail adapter is only to be used by a certified electrician).

Under no circumstances are any of the cables provided to be disassembled for temporary conversion. It is the renter's responsibility to ensure that electrical installations are done safely and to code.
20. **All groups or organizations, regardless of affiliation with Bloomington Parks and Recreation, are required to adhere to the above policies.**



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item C-6  
Date: 12/3/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** December 8, 2020  
**SUBJECT:** CONCESSIONS AGREEMENT

### Recommendation

Staff recommends the approval of the 2021 Concessions Agreement for various community events.

### Background

Bloomington Parks and Recreation will invite food vendors to sell their products onsite at various events and programs throughout 2021. These vendors will be required to pay the department 10% of their gross sales from the day.

Community events with food vendors adds to the overall experience for participants.

Community Events staff have been using this agreement for a several years. It works well and the vendors are always agreeable to the fee. There are no major changes to the agreement for 2021.

**RESPECTFULLY SUBMITTED,**

Bill Ream, Community Events Coordinator



## CONCESSIONS AGREEMENT

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

WHEREAS, the undersigned, \_\_\_\_\_  
(hereinafter "Concessionaire") desires to sell concessions at the \_\_\_\_\_  
event held at \_\_\_\_\_ on the date of \_\_\_\_\_, 2021  
and at such other times as have been pre-approved by Parks;

NOW, THEREFORE, in consideration for permission from Parks to sell concessions at the  
\_\_\_\_\_ event held at \_\_\_\_\_ on the date  
of \_\_\_\_\_, 2021 and at such other times as have been pre-approved by Parks,  
Concessionaire agrees to the following terms and conditions:

1. Concessionaire shall obtain all necessary permits from the Monroe County Health Department and from any and all other controlling agencies or boards prior to selling concessions.
2. Concessionaire shall abide by federal, state and local laws and ordinances, which pertain to such sales and related activities.
3. This Agreement is for the above date(s) only.
4. Concessionaire agrees to vacate the area by \_\_\_\_\_ on \_\_\_\_\_, 2021 and remove all personal items and equipment. Concessionaire must clean litter and debris before leaving, or will be subject to a fine of Fifty Dollars (\$50.00) for violation of Bloomington Municipal Code 6.06.070.
5. Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Department of Parks and Recreation, and its employees, officers, agents and assigns from any and all claims, causes of action, suits, proceedings or demands that may arise from or in any way connected to Concessionaire's activities under this agreement, which include, but are not limited to, sales of concessions, use of related equipment, and location of the concession stand/trailer. This release, hold-harmless and indemnification includes claims, which may be brought by any third party against the City of Bloomington and its related entities as set forth above. Concessionaire agrees that this release is binding upon him/herself, his/her agents, and his/her heirs, successors and assigns.
6. Concessionaire agrees to pay 10% of their gross sales at the event to Parks for the right to sell on above mentioned date. Fee will be collected at the end of the event before the

Concessionaire leaves the site or at a later time as agreed upon by both parties. The Fee is not refundable nor transferable.

7. Concessionaire agrees that this Agreement will be terminated on or before December 31, 2021.
8. In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to court costs and reasonable attorney's fees. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
9. Any notice required by this Agreement shall be made in writing to the addresses specified below:

Bloomington Parks and Recreation:

Concessionaire:

Bill Ream/Other Dept. Representative:

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**CONCESSIONAIRE:**

\_\_\_\_\_  
Concessionaire Signature

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON PARKS & RECREATION:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## STAFF REPORT

Agenda Item: C-7  
Date: 12/3/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erik Pearson-Program/Facility Coordinator  
**DATE:** December 8, 2020  
**SUBJECT:** SERVICE AGREEMENT-HARREL FISH, INC.

### **Recommendation**

Staff recommends approval of a service agreement with Harrel Fish, Inc. to provide HVAC maintenance and repairs at the Banneker Community Center and Alison-Jukebox Building.

### **Background**

Banneker and AJB along with other Department facilities have contracted with Harrel Fish, Inc. for many years which have included significant HVAC repairs at both Banneker and AJB the last two years. This agreement has increased from 2020 to provide extra support should further repairs be needed. This agreement has a renewal clause should both parties agree to extend on a yearly basis for up to three years.

**RESPECTFULLY SUBMITTED,**

Erik Pearson, Program/Facility Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
HARRELL-FISH INC.**

This Agreement, entered into on this 8<sup>th</sup> day of December, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Harrell-Fish Inc. ("Contractor").

**Article 1. Scope of Services** Contractor shall repair, adjust and/or replace heating ventilation and cooling components at the Banneker Community Center and Alison-Jukebox Building ("Services") for a set price of Eighty Dollars (\$80) per hour Monday-Friday 7:00 am-6:00 pm and all other times for an afterhours hourly rate of Ninety Five Dollars (\$95) plus an additional cost for parts and materials. Banneker and Alison-Jukebox staff will give contractors at least (2) two working days' notice on repair. Repairs requiring more immediate action (emergencies) may be billed at an emergency hourly rate of Ninety Five Dollars (\$95). Holiday call-out/double-time hourly rate will be One Hundred and Sixteen Dollars (\$116). Types of HVAC components are: blower motors, thermostats, gas valves, filters, and control boards. Consultant shall provide seasonal inspections of equipment and filter changes. Contractor shall complete the Services required under this Agreement on or before December 31<sup>st</sup>, 2021 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Erik Pearson-Banneker Community Center and Amy Shrake-Alison-Jukebox Community Center as the Department's Project Managers. 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: Erik Pearson-Banneker Community Center or Amy Shrake-Alison-Jukebox Community Center, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule:  
Consultant shall perform the services as needed. HFI is required to perform two maintenance checks per year as well as other repairs as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, Attn: Erik Pearson or Amy Shrake 401 N. Morton, Bloomington, IN 47402. **Contractor: Harrell-Fish Inc..** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**CITY OF BLOOMINGTON**

**Harrell-Fish Inc.**

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

\_\_\_\_\_  
Mike Hupp, Vice President

**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\_\_\_\_.

**Harell-Fish Inc.**

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

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

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

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

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



## STAFF REPORT

Agenda Item: C-8  
Date: 12/3/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erin Hatch  
**DATE:** December 8, 2020  
**SUBJECT:** AGREEMENT WITH BLUESTONE TREE LLC. FOR OLCOTT MATURE PIN OAK PRUNING

### Recommendation

Staff recommends approval of the agreement with Bluestone Tree LLC. for pruning of 7 mature Pin Oak trees Street Trees.

Total Project: \$4,485.20

Funding Source: 200-18-189503-53990

### Background

Agreement with Bluestone Tree, LLC. for pruning of 7 mature Pin Oak trees Street Trees along properties in the 2700 block of Olcott Blvd. Pruning will allow for increase pedestrian and vehicular passage, along with improved tree structure. Contract pruning will allow for more comprehensive pruning than can be done in-house and reduce frequency of future pruning.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Erin Hatch". The signature is written in a cursive, flowing style.

---

Erin Hatch, Urban Forester

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
BLUESTONE TREE, LLC.  
FOR  
OLCOTT MATURE PIN OAK PRUNING**

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

**WITNESSETH:**

WHEREAS, the Department wishes to prune various City street trees; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the tree removals (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, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Erin Hatch, Urban Forester 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 Four Hundred Eighty-five Dollars and twenty cents (\$4,485.20). 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:

Erin Hatch  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404  
erin.hatch@bloomington.in.gov

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project 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		Bluestone Tree, LLC
Attn: Erin Hatch, Urban Forester		Attn: Jerad Oren
401 N. Morton, Suite 250		P.O. Box 345



Bloomington, Indiana 47402	Clear Creek, Indiana 47426
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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**

**BLUESTONE TREE, LLC.**

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

\_\_\_\_\_  
 Jerad Oren, President/Owner

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

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

## **EXHIBIT A**

### **“Scope of Work”**

#### **The Services shall include the following:**

1. 7 Trees for pruning to raise canopies for street and sidewalk clearance, reduce amount of dead limbs (2” diameter and greater), and reduce crossing, crowding, and rubbing limbs. Haul away all limbs.  
Clean up final work site.
  - 2700 S. Olcott Blvd. – 3 Pin Oaks
  - 2701 S. Olcott Blvd. – 3 Pin Oaks
  - 2703 S. Olcott Blvd. – 1 Pin Oak

## **EXHIBIT B**

### **“Project Schedule”**

Work is to be completed by May 1, 2021.

**EXHIBIT C**  
**E-VERIFY AFFIDAVIT**

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

**AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a 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 \_\_\_\_\_ )  
 )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: \_\_\_\_\_  
Commission #: 685308

\_\_\_\_\_  
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.

**Bluestone Tree, 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: \_\_\_\_\_  
Commission #: 685308

\_\_\_\_\_  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_



## STAFF REPORT

Agenda Item: C-9 Date: 12/4/2020
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Administrator Review\Approval PM
----------------------------------------

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull, Division Director Sports  
**DATE:** December 4, 2020  
**SUBJECT:** CATALENT INDIANA, LLC USE OF TWIN LAKES SOFTBALL PARKING LOT

### Recommendation

Staff recommends approval of this agreement. No funds are transacted with this agreement.

### Background

Catalent Indiana, LLC expects to hire many more employees in the near future. They need parking and will shuttle the employees back and forth from this locating. The agreement specifies they are responsible in every way for any damages or any alterations to the parking lot. It also releases us from any liability.

During the time period of this agreement, there is no department activity at this site.

**RESPECTFULLY SUBMITTED,**

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

John Turnbull, Division Director Sports

**PARKING SPACE USE AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
CATALENT INDIANA, LLC**

This Parking Space Use Agreement (“Agreement”), entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “City”), and Catalent Indiana, LLC (“Catalent”),

**WITNESSETH:**

**WHEREAS**, Catalent wishes to use parking spaces located in the City’s Twin Lakes Sports Park for the purpose of shuttling employees to its location; and

**WHEREAS**, the City agrees to permit Catalent to use parking spaces in Twin Lakes Sports Park subject to certain terms and conditions;

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

**Article 1. Terms and Conditions**

- 1.1 Term of Agreement** This Agreement is effective upon the date of execution first indicated above and shall last through March 15, 2021. The Agreement may be renewed for not more than an additional 12 month term upon execution of a written agreement by the parties to this Agreement.
- 1.2 Use of Spaces** Catalent hereby is permitted the use of an unspecified number of parking spaces upon the Twin Lakes Sports Park parking lot located at 2350 West Bloomfield Road, Bloomington, Indiana (the “Spaces”), for use by Catalent’s employees. The City shall not charge rent to Catalent during the original Term of the Agreement. The City reserves the right to require payment of reasonable rent in the event of renewal of this Agreement. The Spaces are not designated or reserved. The City makes no guarantee or representation that Spaces will always be available to Catalent’s employees, especially during events or at times of peak usage of Twin Lakes Sports Park or Twin Lakes Recreation Center.
- 1.3 Administration of Parking** Catalent shall have the sole responsibility to manage and oversee use of the Spaces by its employees in accordance with the terms of this Agreement.
- 1.4 No Reserved Spaces** Catalent’s employee vehicles shall not have a reserved parking space in the Park. Catalent’s employees may park their vehicle at a parking

space at any spot at Twin Lakes Sports Park. However, there may be times of peak usage in the Park where a parking space is not available. When Spaces are unavailable, Catalent shall be responsible for locating alternative parking for employee vehicles until Spaces become available.

**1.5 Catalent Responsibilities as to employee use of Spaces** Catalent has a non-delegable duty to ensure that its employees' vehicles utilizing the Spaces abide by the following rules and regulations:

- a. Catalent employee vehicles may occupy Spaces Monday through Friday.
- b. Commercial vehicles, trailers, and motor homes, with the exception of vehicles used to transport Catalent employees, shall not park in any of the Spaces.
- c. Catalent's employees shall abide by all applicable laws in regard to the ownership and operation of motor vehicles, including without limitation Indiana registration, licensing, insurance, and operability laws.
- d. Vehicles must not leak any fluids while parked in the Spaces. If a vehicle does leak fluids, Catalent shall be responsible for the immediate cleanup of the fluids and any cost incurred therefore, including pavement repair. If the City is required to make any repairs or remediation as a result of leaked fluids from Catalent employee vehicles, Catalent agrees to indemnify and make the City whole for costs incurred for such repairs or remediation. Any inoperable vehicles shall be removed by Catalent or its employee within 5 days. Inoperable vehicles remaining in Spaces after 5 days may be removed or towed by the City at Catalent's expense after the fifth day without notice.
- e. Catalent agrees to indemnify and make the City whole for any damage or loss to City property caused in whole or in part by Catalent or its employees' use of the Spaces.
- f. Only emergency repairs may be conducted upon Twin Lakes Sports Park property, such as changing a flat tire or battery replacement.
- g. Washing and cleaning vehicles, including motorcycles, is not allowed on Twin Lakes Sports Park property.
- h. Unauthorized and/or improperly parked vehicles are subject to removal by towing at the owner's expense.
- i. Any vehicle may be removed by the City without prior notice to the Catalent or the vehicle owner in emergency situations, including but not limited to situations requiring access or egress by police, fire, and other emergency vehicles or leaking a fluid that presents a hazard or threat to persons or property.
- j. A vehicle displaying expired license plates may be removed by the City after the owner or operator of the vehicle is given at least 10



days written notice that the vehicle will be towed from the premises. Towing shall be at the vehicle owner's expense.

- k. Catalent shall be responsible for snow and ice removal at their discretion in order to make the Spaces accessible to their employees.

#### **1.6 Enforcement**

The City and Catalent shall have the right to enforce the terms of this Agreement against Catalent's employees, including without limitation towing, at the vehicle owner's expense, vehicles in Twin Lakes Sports Park which are improperly parked, abandoned, or otherwise in violation of this Agreement or any other law, ordinance, or regulation. All towing initiated by Catalent shall be with the knowledge and approval of the City. Catalent shall have a non-delegable duty to ensure its employees' compliance with the terms of this Agreement. Catalent understands that a violation of the terms of this Agreement by its employees shall be imputed to Catalent and constitute a breach of this Agreement by Catalent.

#### **Article 2. Cooperation**

The City and Catalent agree to cooperate to the best of their abilities to mutually effectuate the terms of the Agreement without disruption to the other party. The parties agree to meet on occasion to resolve any issues that may arise regarding the Agreement.

#### **Article 3. Termination**

In the event of a substantial failure to perform in accordance with the terms of this Agreement by the City or Catalent, 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. Either party may terminate this agreement without cause, and without further liability by giving not less than 60 days prior written notice.

#### **Article 4. Insurance, Liability Waiver, Indemnification and Hold Harmless**

The City shall not have any obligation to insure Catalent's or its employees' vehicles utilizing the Spaces, or any personal property of maintained within those vehicles, against loss, damage, theft, or destruction of any kind. Catalent agrees to indemnify release, waive, discharge, and covenant not to sue the City, its directors, officers, employees, and agents from any and all liability to Catalent, Catalent's employees, and their respective personal representatives, agents, heirs, or assigns for any loss, theft, damage, claim or demands on account of damage, injury or loss to Catalent or its employees' property as a result of use of the Spaces, regardless of whether caused by the negligence of the City, its directors, officers, employees, or agents. Catalent further agrees to indemnify and hold harmless the City against any and all claims of liability for loss or damages to its employees' property including but not limited to theft, collision, fire, acts of god, weather, and construction arising out Catalent's and its employees' use of the Spaces under this Agreement.

#### **Article 5. 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 6. 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 7. Assignment**

Catalent shall not assign any rights or duties under this Agreement without the prior written consent of the City. 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 8. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City, Catalent, and Catalent's employees who use the Spaces.

**Article 9. 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 10. Non-Discrimination**

Catalent 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, assignment of Spaces. Catalent 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 Catalent believes that a City employee engaged in such conduct towards Catalent and/or any of its employees, Catalent may file a complaint with the City department party to this Agreement, 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 11. Notices**

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

**City:****Catalent:**

City of Bloomington		Catalent Indiana, LLC
Attn:		Attn:
401 N. Morton, Suite 250		
Bloomington, Indiana 47402		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between the parties to the Agreement.

**Article 12. Intent to be Bound**

City and Catalent 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 13. Integration and Modification**

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

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

**CITY OF BLOOMINGTON****CATALENT INDIANA, LLC**

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

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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

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



## STAFF REPORT

Agenda Item: C-10  
Date: 12/4/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** December 8, 2020  
**SUBJECT:** 2019 END OF YEAR STRATEGIC ACTION PLAN ACCOMPLISHED GOALS

### Recommendation

Staff recommends approval of 2019 end of year Strategic Action Plan accomplished goals

### Background

The Bloomington Parks and Recreation Department annually submits budget goals which are also used as strategic action plan (SAP) goals. The SAP are updated midyear and end of year. The SAP is a critical tool to record the status of each goal as either "Accomplished", "Substantially Accomplished" or "Not Met".

In 2019, 110 goals were submitted with 70 (63.63%) goals accomplished, 13% (11.81%) substantially accomplished and 27 (24.54%) not met.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, reading "Paula McDevitt". The signature is written in a cursive, flowing style with a prominent initial "P" and a stylized "M".

Paula McDevitt, Administrator

## 2019 PARKS End-of-Year Budget Goal Updates

Program/Activity	Goal	Update	Due Date	Status
Administration	Distribute 30 customer service surveys quarterly, with a completion rate of at least 18%.	30 customer service surveys were distributed quarterly, with 23% completed and returned.	12/31/2019	Accomplished
Administration	Receive at least 80% of all returned surveys with rate of satisfaction with customer service as very positive or somewhat positive in 2019.	96% of all returned customer service surveys, received a satisfaction rating of very positive or somewhat positive.	12/31/2019	Accomplished
Administration	Attend Vermont Systems RecTrac Training 3.1 in 2019 to learn the use of reporting, data collection and marketing tools.	Four staff members, attended Vermont Systems RecTrac User Group held in October 2019. Reporting, data collection and marketing tools were covered during workshop.	12/31/2019	Accomplished
Administration	Provide 60 hours of customer-service staff training in 2019.	Over the course of 2019, staff completed 84.25 hours of customer-service training.	12/31/2019	Accomplished
Administration	Complete 2019 Commission for Accreditation of Park and Recreation Agencies (CAPRA) Accreditation documentation by December 30 in preparation for 2021 reaccreditation using PowerDMS software.	Staff submitted required 2019 accreditation documentation in preparation for 2021 re-accreditation.	12/30/2019	Accomplished
Health and Wellness	Increase average weekly Bloomington Walking Club attendance from 8 to 15 participants in 2019 through increased marketing and community partnerships.	Average weekly attendance over 2019 was 10 participants. Will mark as in progress as to continue this goal in 2020.	12/31/2019	Substantially Accomplished
Health and Wellness	Increase annual Kids Triathlon participants from 18 to 35 participants in 2019 by targeting marketing efforts through RecTrac and community partners such as IU Health and MCCSC.	We had 38 participants on July 20.	12/31/2019	Accomplished

## 2019 PARKS End-of-Year Budget Goal Updates

Health and Wellness	Increase 2019 Veteran's Day 5K run/walk/ruck participants from 30 to 100 participants in November.	While was not able to increase attendance to 100, did increase participation by 75% from 36 last year to 63 in 2019. Will continue to improve and promote event in 2020.	11/30/2019	Substantially Accomplished
Health and Wellness	Showcase at least 5 local community resources for veterans at the 2019 Veteran's Day 5K run/walk/ruck.	Five veterans services were present or provided info to be shared at event in 11/9/2019.	11/30/2019	Accomplished
Health and Wellness	Develop 3 nutrition programs (1 each for youth, teens and adults) in 2019 to increase wellness activities.	Through partnership, provided 1 nutrition education program for youth at Banneker summer camp. Was unable to organize nutrition program for teen and/or adults, will continue this goal in 2020.	12/31/2019	Not Met
Health and Wellness	Create a financial wellness program for adults in 2019 by partnering with the City's Human Resources Department and a financial advisor in the community.	Two financial advisors present at city/county employee health fair in September 2019. Continuing to research additional options for employee educational sessions in 2020.	12/31/2019	Accomplished
Health and Wellness	Coordinate 5 blood drives in 2019 in collaboration with the American Red Cross during the Farmers' Market utilizing the blood mobile with the goal of collecting a total of 100 pints of blood.	Blood drives schedule at City Hall for May 4, June 8, July 6, August 24, Sept. 21st. All scheduled blood drives were held.		Accomplished
Community Relations	Increase Facebook followers by 25% (6,472 to 8,000 followers) in 2019.	City of Bloomington, IN - Parks and Recreation Facebook page showed 9,004 Followers as of December 31, 2019.	12/31/2019	Accomplished

## 2019 PARKS End-of-Year Budget Goal Updates

Community Relations	Create an online program guide mailing add/removal form by January 31.	In 2019, 38 households used the online form to request to be added to the Parks and Recreation program guide mailing list; 30 households used the online form to request their addresses be removed from the program guide mailing list.	1/31/2019	Accomplished
Community Relations	Add 5 program guide distribution sites by June 1.	Five new program guide distribution sites were added in 2019: Big Brothers Big Sisters, Endwright East Active Living Community Center, Steven Fortune Edward Jones Financial Advisor office, Sound Management office, and My Sister's Closet.	6/1/2019	Accomplished
Community Relations	Generate at least \$1,000 in ad sale revenue per program guide season (\$3,000 total) in 2019.	Generated a total of \$3,500 in program guide ad sales revenue for Winter/Spring, Summer, and Fall/Winter issues of the program guide from advertisers IU Credit Union and the Lake Monroe Sailing Association.	12/31/2019	Accomplished
Community Relations	Conduct facility user and non-user surveys via website and social media in June and December.	Conducted Cascades Park Trail Study Survey via website and Facebook (provided links) in 2019; received 212 responses. Conducted Bicentennial Gateway Conceptual Design Feedback survey via website, Facebook and email in 2019; received 34 responses.	12/31/2019	Accomplished

## 2019 PARKS End-of-Year Budget Goal Updates

Community Relations	Generate a total of \$5,000 in annual advertising revenue in 2019 for the Twin Lakes Recreation Center (TLRC), both pools and Frank Southern Ice Arena.	In 2019, advertising revenue totaled \$8,000 for the Frank Southern Ice Arena; \$3,150 at the Twin Lakes Recreation Center; and \$2,500 for Bryan Park Pool and Mills Pool for total advertising revenue of \$13,650.	12/31/2019	Accomplished
Community Relations	Generate 20% new rental, membership and program registration business at revenue-generating facilities through usable, functional, and effective websites in 2019.	Goal moved to 2020; contracting with digital marketing firm to develop comprehensive website for Twin Lakes Recreation Center in first quarter of 2020.	12/31/2019	Not Met
Community Relations	Gain at least 94 new members, across all registration categories, at the Twin Lakes Recreation Center in 2019.	The Twin Lakes Recreation Center had a daily average of 894 active regular members, and a daily average of 213 active SilverSneakers members, through 2019.	12/31/2019	Substantially Accomplished
Community Relations	Receive a very good or excellent experience with the golf course website and online registration response on at least 60% of customer service survey responses in 2019.	Survey instrument under development for use in 2020.	12/31/2019	Not Met
Community Relations	Increase participation in midday (noon-2:30 p.m.) general admission ice skating sessions by 10% (by four participants per session) in 2019.	Overall participation in The Skating School ice skating lessons at Frank Southern Ice Arena decreased by 34% from 2018 to 2019 (7,227 participants in 2018, and 4,717 participants in 2019).	12/31/2019	Not Met



## 2019 PARKS End-of-Year Budget Goal Updates

Community Relations	Recognize volunteers who make significant contributions on a monthly basis with the Bravo Award.	An outstanding volunteer was recognized at the regularly scheduled Board of Park Commissioners meeting in 9 of 12 months in 2019.	12/31/2019	Substantially Accomplished
Aquatics	Increase attendance at Mills Pool by 1% (7,144 to 7,200 participants) by the end of season in August.	This goal was greatly exceeded because we were fortunate to recruit a few new camps to Mills Pool vs going to Bryan Pool. We had 12,363 turnstiles in 2019.	8/31/2019	Accomplished
Aquatics	Increase attendance at Bryan Park Pool by 2% (42,095 to 43,000 participants) by the end of season in August.	We did not achieve this by a slim margin and we believe it is greatly due to the very cool and wet start of the pool season.	8/31/2019	Not Met
Aquatics	Increase private pool rentals by 7% (30 to 32) by the end of season in August.	Private pool rentals decreased by 6.7% (30 to 28) by the end of season in August 2019.	8/31/2019	Not Met
Aquatics	Increase Learn to Swim lessons by 3% (312 to 321) by the end of season in August.	Learn to Swim lessons decreased by .6% (312 to 310) by the end of season in August 2019.	8/31/2019	Not Met
Frank Southern Center	Increase ice time rentals to outside groups by 1% (536 to 540 hours) in 2019.	Increased ice time rentals to outside groups by 4.5% (536 to 560 hours) in 2019.	12/31/2019	Accomplished
Frank Southern Center	Increase participants in public skating sessions from 10,637 to 10,650 (0.1% increase) in 2019.	Increased participants in public skating sessions by 51.5% (10,637 to 16,111) in 2019.	12/31/2019	Accomplished
Frank Southern Center	Increase participants in Skating School by 4% (559 to 580) in 2019.	Participants in Skating School decreased by .5% (559 to 556) in 2019.	12/31/2019	Not Met
Golf Services	Increase the amount of 18-hole rounds of golf sold by 4% (22,033 to 23,000) in 2019.	The amount of 18-hole rounds of golf sold decreased by 2.5% (22,033 to 21,494) in 2019.	12/31/2019	Not Met

## 2019 PARKS End-of-Year Budget Goal Updates

Golf Services	Increase the amount of season passes sold by 7% (280 to 300) in 2019.	This was an ambitious goal considering the trend away from people buying season passes and staying at one course. We did increase greens fees that somewhat off sets this general decline in customer activity.	12/31/2019	Not Met
Golf Services	Secure lease agreement for 75 new golf carts by April 1.	Lease was signed on May 25, 2019.	4/1/2019	Accomplished
Golf Services	Increase golf cart rentals by 1.5% (14,000 to 14,200) in 2019.	Increased golf cart rentals by 24% (14,000 to 17,389) in 2019.	12/31/2019	Accomplished
Golf Services	Purchase a fairway mower for new Zoysia turf maintenance by June 1.	Mower was purchased on March 25, 2019.	6/1/2019	Accomplished
Natural Resources	Facilitate environmental education programming for all MCCSC 4th and 6th grade students (1600 total) by November 15 and 500 local children during the summer months by August 1.	2,934 students were served in 2019.	11/30/2019	Accomplished
Natural Resources	Rent to 5,000 boaters at Griffy Lake from April through October.	There were 5,880 boat rental at Griffy Lake in 2019. 149 Annual Passes were sold.	10/31/2019	Accomplished
Natural Resources	Update the Griffy Lake Master Plan by X.	Delayed until 2020.		Not Met
Allison Jukebox Community Center / Youth Services	Replacing flooring in 4 rooms of the Allison Jukebox Community Center (tile room, carpet room, offices, and first aid closet) by December to enhance rental appeal.	Wylie flooring is currently working on 3 areas. Budget considerations required a reduction in the number of areas. The contract requires the project be completed by Dec. 27.	12/1/2019	Accomplished
Allison Jukebox Community Center / Youth Services	Increase building rental of the Allison Jukebox Community Center by 33% (15 to 20) paid hours per month in 2019.	Average rentals as of December 2019 is 20.33 per month	12/31/2019	Accomplished

## 2019 PARKS End-of-Year Budget Goal Updates

Allison Jukebox Community Center / Youth Services	Increase participation averages for camp by 19% (67 to 80 kids) and for break days by 15% (39 to 45 kids) in 2019 by working with ITS and Office Manager to utilize online registration.	As of December 11, Break Day average is 34 and Summer Camp is 87.	12/31/2019	Substantially Accomplished
Inclusive Recreation	Increase the number of individuals with disabilities served by 12.5% (18 )in 2019, with at least 100 participations.	18 Individuals were served with 338 participations.	12/31/2019	Accomplished
Inclusive Recreation	Contact at least 3 community agencies, community members or other local groups relating to disability interests by May to promote Inclusion Services.	Completed. Contacts with About Special Kids, Indiana Center for Autism, and Monroe County Community School Corporation Special Education.	5/31/2019	Accomplished
Twin Lakes Recreation Center	Increase active memberships at the Twin Lakes Recreation Center by 5% (1,140 to 1200 active members) in 2019.	Active memberships at the Twin Lakes Recreation Center decreased by 2.9% (1,140 to 1,107 active members) in 2019.	12/31/2019	Not Met
Twin Lakes Recreation Center	Increase rental of artificial turf by 2% (945 to 960 hours) in 2019.	Increased rental of artificial turf by 37.5% (945 to 1,299 hours) in 2019.	12/31/2019	Accomplished
Twin Lakes Recreation Center	Increase Twin Lakes facility rentals/events (basketball tournaments, gymnastics meets, etc.) by 18% (17 to 20) in 2019.	Increased Twin Lakes facility rentals/events (basketball tournaments, gymnastics meets, etc) by 12% (17 to 19) in 2019.	12/31/2019	Not Met
Community Events	Recover 100% of the cost of the Farmers' Market and all associated activities in 2019.	Recovered 63% of the cost of the Farmers' Market and all associated activities due to increased expenses in 2019.	12/31/2019	Substantially Accomplished
Community Events	Register a minimum of 60 organizations/individuals in 2019 to participate in the Farmers' Market's Info Alley.	Registered 71 organizations/individuals in 2019 for participation in the Farmers' Market's Info Alley.	12/31/2019	Accomplished

## 2019 PARKS End-of-Year Budget Goal Updates

Community Events	Reserve 8 spaces in Info Alley for the Farmers' Market season providing consistent revenue for the Market.	Reserved 7 spaces in Info Alley for the Farmers' Market in 2019.	5/3/2019	Substantially Accomplished
Community Events	Attract at least 3 new garden plot renters at the Willie Streeter Garden open house in May.	Garden plot renters were not attracted at the Willie Streeter Garden open house in May due to inclement weather, and will attempt again in 2020.	5/31/2019	Not Met
Community Events	Hold 4 mini-classes during open hours at the Willie Streeter Garden in 2019.	Mini-classes were not held during open hours at the Willie Streeter Garden in 2019 due to seasonal staffing challenges and demand at Farmers' Market. Proceeding with goal in 2020.	10/12/2019	Not Met
Community Events	Increase Performing Arts Series sponsorships by 12.5% (\$1,500) by March 1 to cover costs of upgrading the sound system.	Increased Performing Arts Series sponsorships by 15% (\$2,600) in 2019.	3/1/2019	Accomplished
Community Events	Create, develop and implement at least 1 new community event by October 31.	Created, developed and implemented a new community event (Bloomington Trail Outdoor Escape Adventure) by October 31, 2019.	10/31/2019	Accomplished
Community Events	Increase pop up programs by 50% (2 additional programs) in 2019 and use them to complement other park service areas and/or market upcoming events.	Increased pop up programs by adding 2 additional programs, hosting 4 events total in 2019.	12/31/2019	Accomplished

## 2019 PARKS End-of-Year Budget Goal Updates

Community Events	Recruit at least 1 new external community partner and 1 new internal partner by December 31st to coordinate and support an existing event or a new event in 2019	The CE area partnered with Code and Key Escape Rooms for the Bloomington Trail Outdoor Escape Adventure. This was the first time we partnered with this community partner. We also partnered with the Aquatics staff to offer free swim time during the Summer Kick Off Event. This was the first time we partnered with this internal partner for this event.	12/31/2019	Accomplished
Community Events	Develop tracking system for sponsorships by April 1 to include the invoicing and depositing of funds in a coordinated effort.	The Community Events Manager met with the Community Relations staff in January to develop a plan and tracking system for sponsorship. One CE Coordinator has access to the sponsorship database and the CR Coordinator has created a google document for tracking purposes.	4/1/2019	Accomplished
Community Events	Develop, approve and make available permitting systems and pricing for the pavilion and stage at Switchyard Park by August 1.	Developed, approved and made available permitting systems and pricing for the pavilion and stage at Switchyard Park in 2019.	8/1/2019	Accomplished
Community Events	Assemble a 3-5 person review committee in 2019 to evaluate and update the current guidelines and jury system for 3 arts events (Performing Arts Series, A Fair of the Arts, and the Holiday Market).	Conducted an internal review in 2019 to evaluate and update the current guidelines and jury system, but we are proceeding with this goal in 2020 to continually update and improve the system.	12/31/2019	Substantially Accomplished

## 2019 PARKS End-of-Year Budget Goal Updates

Adult Sports Services	Host 250 teams for invitational or special event competition in 2019, maintaining the same average number of teams per year since 2017.	Hosted 285 teams for invitational or special event competition in 2019, surpassing the average number of teams per year since 2017.	12/31/2019	Accomplished
Adult Sports Services	Maintain team league participation at 150 in 2019.	Team league participation decreased slightly (150 to 138) in 2019.	12/31/2019	Not Met
Adult Sports Services	Host four pick-up types of play at the Twin Lake Sports Park in 2019.	Hosted four pick-up types (Sandlot) of play at the Twin Lake Sports Park in 2019.	12/31/2019	Accomplished
Adult Sports Services	Repair X pillars on Twin Lakes Sports Complex observation deck by September 30, 2019.	Repair of pillars on Twin Lakes Sports Complex observation deck unable to be completed at this time due to high expense quotes.		Not Met
Youth Sports Services	Increase ballfield rentals at the Winslow Sports Complex by 4% (1200 to 1250 hours) in 2019.	Increased ballfield rentals at the Winslow Sports Complex by 37% in 2019.	12/31/2019	Accomplished
Youth Sports Services	Recruit 1 new user group (soccer, kickball, or other multi-use group) that is a non-traditional ballfield user by August 30.	Recruited 1 new soccer group that is a non-traditional ballfield user by August 30.	8/30/2019	Accomplished
Youth Sports Services	Host 4 outside rental tournaments at the Winslow Sports Complex with 25 teams or more by August 30 (an increase from 0 in 2017).	Outside rental tournaments did not increase at the Winslow Sports Complex with 25 teams or more due to two rainouts. We are proceeding with this goal, with four tournaments scheduled in 2020.	8/30/2019	Not Met

## 2019 PARKS End-of-Year Budget Goal Updates

Benjamin Banneker Community Center	Increase participation in Jump Start Sports by 74% (135 to 235 participants) by November.	Participation in Jump Start Sports ceased, replaced by Let's Go Sports, which had an attendance decrease of 23% (135 to 104 participants).	11/1/2019	Not Met
Benjamin Banneker Community Center	Increase participation in family events by 56% (80 to 125 participants) in 2019 by increasing the age range of participants from 2-7 to 2-10.	Increased participation in family events by 86% (80 to 149 participants) in 2019.	11/1/2019	Accomplished
Benjamin Banneker Community Center	Maintain at least 70 participants per day in the Banneker Camp between June - August.	Maintained 80 participants per day in the Banneker Camp between June - August 2019.	8/31/2019	Accomplished
Benjamin Banneker Community Center	Maintain at least 12 participants per day in the Teen Summer Camp between June - August.	We averaged 12 participants per day in June/July 2019.	8/31/2019	Accomplished
Benjamin Banneker Community Center	Increase transportation radius from 1.5 to 3.5 miles from Banneker in 2019 by picking up participants at area middle/high schools for the after school program.	Transportation radius from 1.5 to 3.5 miles from Banneker (for after school program pick-up) will increase in April 2020 with a new grant funded minibus and coordination with MCCSC for all middle/high School participants.	12/31/2019	Accomplished
Benjamin Banneker Community Center	Increase participation in the Teen Leadership Program by 67% (15 to 25 teens) by December.	Average participation in the Teen Leadership Program decreased by 13% (15 to 13 teens) but experienced more consistent attendance.	12/1/2019	Not Met
Benjamin Banneker Community Center	Increase support of non-revenue generating programs by December through grants, sponsorships and community partners by offering new marketing opportunities (i.e. closed circuit TVs) to meet the cost recovery goal of 20%.	In 2019, Banneker received \$258,600 in grant funding and had our first banner sponsor in the gymnasium at \$500.	12/1/2019	Accomplished



## 2019 PARKS End-of-Year Budget Goal Updates

Operations	Complete 3 inventory audits in 2019 on high dollar items to maintain inventory accuracy and cut back on unnecessary spending.	Completed 3 inventory audits on January 18, April 26, and November 27 2019.	12/31/2019	Accomplished
Operations	Replace 200 feet of split rail fencing sections throughout the park system by December 1.	180 feet of split rail fencing was replaced at Woodlawn shelter (Bryan), Bryan Pool, Sherwood Oaks and RCA, and Building & Trades.	12/1/2019	Substantially Accomplished
Operations	Replace 100 feet of fencing at the Operations Center by November 16.	130 feet of fencing was replaced at operations center in April 2019.	11/16/2019	Accomplished
Operations	Install new security systems on Switchyard Park maintenance building by December 2020.	New security systems on Switchyard Park maintenance building will be designed and installed by ITS by May 2020.	12/31/2019	Substantially Accomplished
Operations	Replace 3 drinking fountains at Jackson Creek, Rail Trail and Ferguson Dog Park by November 16.	Replaced Rail Trail and Ferguson Dog Park drinking fountains. Jackson Creek unit was in good condition, so was left in place.	11/16/2019	Accomplished
Operations	Conduct twice yearly park inspections at all parks (20 total) in 2019 to maintain park standards.	Ten parks have been inspected twice in 2019.	12/31/2019	Not Met
Operations	Remove Crestmont Park bridge by June 1.	This bridge was removed in 2018.	6/1/2019	Accomplished
Operations	Perform quarterly inspections of 3 Parks grounds equipment in 2019 to ensure a regular preventive maintenance plan is carried out	Grounds equipment from Winslow Sports, Twin Lakes Sports and Operations has all had preventative maintenance and service in July and August.	12/31/2019	Accomplished
Operations	Install new carpet at the Buskirk Chumley Theater by February 1.	Accomplished in January.	2/1/2019	Accomplished



## 2019 PARKS End-of-Year Budget Goal Updates

Landscaping	Remove invasive plant species and replace with natives at several locations throughout the City (West 3rd Street Medians, BRT, Park Ridge East) by December 31.	Removed invasive plant species and replaced with natives at several locations throughout the City by July 2019.	12/31/2019	Accomplished
Landscaping	Minimize the use of annuals by 25% (-225 annuals) in 2019 in order to focus on planting more perennials and shrubs.	Decreased annual use by 52% (-455) in 2019.	12/31/2019	Accomplished
Landscaping	Maintain certification of at least 2 Regular Full Time staff members as Certified Chemical Applicators (Categories 3A, 5 and 6) by January 1, 2019.	Maintained certification of 2 Regular Full Time staff members as Certified Chemical Applicators (Joanna Sparks and Jon Behrman).	1/1/2019	Accomplished
Landscaping	Remove 3 acres of Asian Bush Honeysuckle at Upper Cascades Park by September 1.	Removed 4 acres of Asian Bush Honeysuckle at Upper Cascades Park by June 2019.	11/1/2019	Accomplished
Landscaping	Provide volunteer opportunities for at least 300 community members to maintain natural spaces by December 31.	As of December 31 there were 400 community volunteers in the following programs: Adopt-an-Acre, Global Youth Service Day, Sherwood Oaks Tree Planting, First Saturdays Weed Wrangles, IMU day of Service, UIFL group invasive cleanups and miscellaneous invasive cleanups.	12/31/2019	Accomplished
Cemeteries	Rehab at least 50 headstones in 2019.	In 2019, 72 headstones were repaired in Rose Hill Cemetery and 2 headstones were repaired in White Oak.	9/1/2019	Accomplished
Cemeteries	Complete initial invasive plant removal within Rose Hill and White Oak Cemeteries and the Rose Hill Office property in 2019	Completed initial invasive plant removal within Rose Hill and White Oak Cemeteries and the Rose Hill Office property in 2019.	12/31/2019	Accomplished

## 2019 PARKS End-of-Year Budget Goal Updates

Cemeteries	Install 100 native roses ( <i>Rosa setigera</i> ) at Rose Hill Cemetery by May 31.	Installed 100 native roses ( <i>Rosa setigera</i> ) at Rose Hill Cemetery in 2019.	5/31/2019	Accomplished
Cemeteries	Maintain certification of 1 Regular Full Time staff member as Certified Chemical Registered Technician by January 1.	Maintained certification of 1 Regular Full Time staff member as Certified Chemical Registered Technician (Curtis Gilstrap) in 2019.	1/1/2019	Accomplished
Urban Forestry	Receive Tree City USA status for the 35th year by December 31.	Received Tree City USA status for the 35th year (submitted December 21).	12/31/2019	Accomplished
Urban Forestry	Implement contractual services for public tree inventory.	Implemented contractual services for public tree inventory from February to August. Tree inventory presentation was conducted on September 17, 2019.	10/1/2019	Accomplished
Urban Forestry	Contract at least 1,000 public street trees for pruning by September 1.	Contracted 247 public street trees for pruning and 247 were pruned by City crew. Decrease was due to funding diversion to ash tree removal and being down one bucket truck.	9/1/2019	Not Met
Urban Forestry	Update the Tree Ordinance to reflect 2 additional members of the Bloomington Tree Commission by October 4.	Not met by previous Urban Forester. New UF will make this a 2020 goal	1/31/2020	Not Met
Urban Forestry	Update the 5-year Urban Forestry Master Plan by December 1.	Updated the 5-year Urban Forestry Master Plan, with revised plan submitted to the Tree Commission in December 2019.	12/1/2019	Accomplished

## 2019 PARKS End-of-Year Budget Goal Updates

Park Bond Projects 2018 – 2020	Complete the construction of the new Cascades Golf Course Clubhouse by August	Completed the construction of the new Cascades Golf Course Clubhouse with ribbon cutting held on October 3, 2019.	8/1/2019	Accomplished
Park Bond Projects 2018 – 2020	Convert the Zoysia fairway on Quarry golf course in 2019.	Zoysia install on the Quarry Course was completed by end of June 2019.	12/31/2019	Accomplished
Park Bond Projects 2018 – 2020	Rehab the Griffy Lake Nature Preserve restroom by May 3.	Rehab is 90% complete on June 12.	5/3/2019	Substantially Accomplished
Park Bond Projects 2018 – 2020	Improve the lighting and seating at Peoples Park by December 31.	Project to improve the lighting and seating at Peoples Park is in works with designs and planning projected 2020.	12/31/2019	Substantially Accomplished
Park Bond Projects 2018 – 2020	Improve the mechanical rooms and bathhouses at Bryan Park Pool and Mills Pool by May.	Improved the mechanical rooms and bathhouses at Bryan Park Pool and Mills Pool for a total of \$359,000 in renovations.	5/31/2019	Accomplished
Bicentennial Bond Projects (Griffy Lake Loop Trail)	Select Project Consultant(s) for engineered structures (bridges, boardwalks) and route by July 30.	The construction contractor will be selected for both the pier and the trail in October 2020.	7/30/2019	Not Met
Bicentennial Bond Projects (Griffy Lake Loop Trail)	Solicit public comment for trail route and volunteers assigned for basic trail construction (delineated pathways) by October 30.	Solicited public comment for trail route and volunteers assigned for basic trail construction on April 11, 2018 at Bryan Park.	10/30/2019	Accomplished
Bicentennial Bond Projects (Griffy Lake Loop Trail)	Complete Design by December 30.	Design was completed by contracted group Mader Design and approved on November 19, 2019.	12/30/2019	Accomplished
Bicentennial Bond Projects (Cascades Trail)	Complete route options study by July 20.	Completed route options study in Fall 2019 and presented to City Administration to explore and test one of the options.	7/20/2019	Substantially Accomplished

## 2019 PARKS End-of-Year Budget Goal Updates

Bicentennial Bond Projects (Cascades Trail)	Contract for consultant services for design of preferred option by September 30.	Contract for consultant services postponed to test initial design option (posting signs and setting barricades) which can be completed by City crew.	9/30/2019	Not Met
Bicentennial Bond Projects (Duke Energy Overhead Powerline Trail)	Select design consultant by May 30.	A design consultant has not been selected. This should be moved to Fall 2020.	5/30/2019	Not Met
Bicentennial Bond Projects (City Entryway Beautification)	Evaluate and select entryway locations by April 30.	Four locations have been identified for REA consultants to begin evaluation on each site.	4/30/2019	Accomplished
Bicentennial Bond Projects (City Entryway Beautification)	Select design consultant for selected locations by October 30.	Consult contract was approved by Parks Board on July 23, 2019. First design meeting held August 8, 2019.	10/30/2019	Accomplished
Bicentennial Bond Projects (Contracted Street Tree Planting)	Receive completed tree inventory data and vacant planting locations from Davey Trees by September 30.	Davies' Tree Service has completed the survey and presented their report to the Parks Board on September 17, 2019.	9/30/2019	Accomplished
Bicentennial Bond Projects (Contracted Street Tree Planting)	Place Phase I tree planting order by September 30.	263 trees ordered in the spring of 2019, but these orders were placed prior to the tree inventory, and are not part of that specific project.	9/30/2019	Not Met

Goal Count	Goal Progress?	
	Accomplished	70 (63.63%)
	Substantially Accomplished	13 (11.81%)
	Not Met	27 (24.54%)
Total Goals	110	



## STAFF REPORT

Agenda Item: C-11  
Date: 12/1/2020

Administrator  
Review/Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** December 8, 2020  
**SUBJECT: REVIEW/APPROVAL OF 2021 NON-REVERTING FUND BUDGET REQUEST**

### **RECOMMENDATION:**

It is recommended the Board approve the proposed 2021 City of Bloomington Parks and Recreation Non-Reverting Fund Budget Request and Program Units as attached.

### **BACKGROUND:**

The Department non-reverting fund was created to serve as an enterprise fund, allowing maximum flexibility for the Department to offer services in response to trends and customer demand while minimizing reliance on the general fund tax base.

The 2021 Parks and Recreation Non-Reverting fund budget request and revised program unit structure reflects ongoing changes in service provision and true cost allocations by activity and program unit. A bottom-up process has incorporated input from staff specialists, supervisors, managers and division directors.

A power point presentation will be presented at the meeting highlighting the details of the budget.

Respectfully Submitted,

A handwritten signature in black ink, reading "Paula McDevitt". The signature is fluid and cursive, with the first name "Paula" being more prominent than the last name "McDevitt".

Paula McDevitt, Administrator



# Budget Worksheet Report

Budget Year 2021

Account	Account Description	2018 Actual Amount	2019 Actual Amount	2020 Adopted Budget	2021 Mayor's Office Review	Calculated Column 1	Calculated Column 2
Fund 201	Parks and Rec Non Reverting						
	REVENUE						
	Department 18 - Parks & Recreation						
	Licenses						
41020	Permits	4,280.00	2,875.00	2,500.00	2,500.00	.00	
	<i>Licenses Totals</i>	<i>\$4,280.00</i>	<i>\$2,875.00</i>	<i>\$2,500.00</i>	<i>\$2,500.00</i>	<i>\$0.00</i>	<i>0%</i>
	<i>Intergovernmental</i>						
42110	Grants - State	10,964.80	2,800.00	.00	.00	.00	
42120	Grants - Federal	53,674.27	54,850.61	103,954.00	128,954.00	25,000.00	24
	<i>Intergovernmental Totals</i>	<i>\$64,639.07</i>	<i>\$57,650.61</i>	<i>\$103,954.00</i>	<i>\$128,954.00</i>	<i>\$25,000.00</i>	<i>24%</i>
	<i>Charges for Services</i>						
43110	Rental Fees	109,545.00	102,311.97	108,525.00	108,525.00	.00	
43125	NSF Fees on Returns Checks	.00	40.00	.00	.00	.00	
43220	Facility Rentals	221,662.74	236,226.52	224,300.00	256,800.00	32,500.00	14
43230	General Admissions	769.00	1,046.00	1.00	1.00	.00	
43240	Season Passes/Memberships	293,877.45	291,744.58	301,000.00	293,401.00	(7,599.00)	(3)
43250	Player Fees	38,443.50	28,720.75	44,000.00	30,000.00	(14,000.00)	(32)
43260	Equipment Rentals	55,626.66	58,034.58	52,100.00	52,100.00	.00	
43270	Registration Fees	682,776.76	663,078.58	1,037,785.00	704,871.00	(332,914.00)	(32)
43280	Transaction Fees	34,157.62	33,881.90	35,000.00	35,000.00	.00	
43290	Concessions	160,973.93	138,556.36	220,000.00	204,000.00	(16,000.00)	(7)
43295	Concessions FB Tax	83,067.87	75,351.63	15,000.00	15,000.00	.00	
43300	Vending	7,445.87	5,913.83	17,000.00	5,601.00	(11,399.00)	(67)
43310	Application Fee	575.00	350.00	500.00	500.00	.00	
43330	Program Rental	1,797.50	2,807.50	2,001.00	2,501.00	500.00	25
43340	Pro Shop Sales	72,939.14	55,361.92	71,800.00	71,300.00	(500.00)	(1)
43370	Other Sales	5,262.24	4,111.46	9,500.00	3,801.00	(5,699.00)	(60)
43380	Other Services	26,434.92	17,134.50	12,000.00	15,500.00	3,500.00	29
43390	Health and Wellness	10.00	10.00	.00	.00	.00	
43410	Advertising	73,164.53	71,216.69	60,850.00	54,100.00	(6,750.00)	(11)
	<i>Charges for Services Totals</i>	<i>\$1,868,529.73</i>	<i>\$1,785,898.77</i>	<i>\$2,211,362.00</i>	<i>\$1,853,001.00</i>	<i>(\$358,361.00)</i>	<i>(16%)</i>
	<i>Miscellaneous</i>						
47050	Donations	31,738.19	37,411.19	17,901.00	22,001.00	4,100.00	23
47060	Refunds	428.41	.00	.00	.00	.00	
47070	Insurance Reimbursements	4,294.37	3,620.00	3,000.00	3,000.00	.00	



# Budget Worksheet Report

Budget Year 2021

Account	Account Description	2018 Actual Amount	2019 Actual Amount	2020 Adopted Budget	2021 Mayor's Office Review	Calculated Column 1	Calculated Column 2
Fund 201	Parks and Rec Non Reverting						
<b>REVENUE</b>							
Department 18 - Parks & Recreation							
Miscellaneous							
47080	Other Reimbursements	62,948.19	8,216.30	.00	.00	.00	
47220	Non Rev Economic Development	4,469.00	4,560.00	4,500.00	4,400.00	(100.00)	(2)
47230	Gift Certificate	(245.00)	(1,615.00)	200.00	200.00	.00	
47240	EBT Market Bucks	(6,721.50)	3,931.50	.00	.00	.00	
47250	Grant - Other	69,827.40	9,490.06	45,000.00	45,000.00	.00	
47260	Sale of Scrap	474.03	1,364.01	2,000.00	2,000.00	.00	
<i>Miscellaneous Totals</i>		\$167,213.09	\$66,978.06	\$72,601.00	\$76,601.00	\$4,000.00	6%
<i>Other</i>							
49990	Prior Year Voided Checks	152.19	251.43	1,000.00	1,000.00	.00	
<i>Other Totals</i>		\$152.19	\$251.43	\$1,000.00	\$1,000.00	\$0.00	0%
Department 18 - Parks & Recreation Totals		\$2,104,814.08	\$1,913,653.87	\$2,391,417.00	\$2,062,056.00	(\$329,361.00)	(14%)
<b>REVENUE TOTALS</b>		\$2,104,814.08	\$1,913,653.87	\$2,391,417.00	\$2,062,056.00	(\$329,361.00)	(14%)
<b>EXPENSE</b>							
Department 18 - Parks & Recreation							
Personnel Services							
51110	Salaries and Wages - Regular	80,863.72	87,486.73	95,942.86	100,268.74	4,325.88	5
51120	Salaries and Wages - Temporary	414,641.56	265,045.16	455,845.76	448,298.32	(7,547.44)	(2)
51130	Salaries and Wages- Overtime	436.90	390.40	.00	.00	.00	
51210	FICA	37,619.90	33,368.82	42,212.25	41,968.04	(244.21)	(1)
51220	PERF	11,507.08	12,478.37	13,625.56	14,242.80	617.24	5
51230	Health and Life Insurance	27,125.28	27,125.28	27,627.60	27,183.52	(444.08)	(2)
<i>Personnel Services Totals</i>		\$572,194.44	\$425,894.76	\$635,254.03	\$631,961.42	(\$3,292.61)	(1%)
<i>Supplies</i>							
52110	Office Supplies	270.55	71.95	1,500.00	1,850.00	350.00	23
52210	Institutional Supplies	14,535.85	16,389.58	15,550.00	17,150.00	1,600.00	10
52220	Agricultural Supplies	16,982.03	44,543.93	68,519.00	1,000.00	(67,519.00)	(99)
52230	Garage and Motor Supplies	.00	400.00	.00	.00	.00	
52240	Fuel and Oil	522.48	644.43	201.00	201.00	.00	
52310	Building Materials and Supplies	4,870.72	5,291.10	20,450.00	46,310.00	25,860.00	126
52320	Motor Vehicle Repair	.00	.00	1.00	1.00	.00	
52330	Street , Alley, and Sewer Material	174,785.93	160,630.50	192,000.00	179,000.00	(13,000.00)	(7)
52340	Other Repairs and Maintenance	3,786.98	3,939.69	7,100.00	5,900.00	(1,200.00)	(17)



# Budget Worksheet Report

Budget Year 2021

Account	Account Description	2018 Actual Amount	2019 Actual Amount	2020 Adopted Budget	2021 Mayor's Office Review	Calculated Column 1	Calculated Column 2
Fund 201	Parks and Rec Non Reverting						
	EXPENSE						
	Department 18 - Parks & Recreation						
	Supplies						
52420	Other Supplies	125,693.36	101,658.30	109,329.00	107,722.00	(1,607.00)	(1)
52430	Uniforms and Tools	24,619.14	22,106.59	28,371.00	28,602.00	231.00	1
	<i>Supplies Totals</i>	\$366,067.04	\$355,676.07	\$443,021.00	\$387,736.00	(\$55,285.00)	(12%)
	<i>Other Services and Charges</i>						
53140	Exterminator Services	442.32	442.32	668.00	668.00	.00	
53150	Communications Contract	512.08	411.28	800.00	800.00	.00	
53160	Instruction	10,930.95	5,701.74	8,460.00	7,145.00	(1,315.00)	(16)
53170	Mgt. Fee, Consultants, and Workshops	6,000.00	.00	2,100.00	2,100.00	.00	
53210	Telephone	1,674.81	933.18	1,700.00	1,610.00	(90.00)	(5)
53230	Travel	8,584.64	7,059.47	15,525.00	17,352.00	1,827.00	12
53310	Printing	14,855.58	13,538.05	13,665.00	8,165.00	(5,500.00)	(40)
53320	Advertising	9,286.95	973.54	11,800.00	10,300.00	(1,500.00)	(13)
53410	Liability / Casualty Premiums	14,388.00	16,019.06	18,422.00	17,422.00	(1,000.00)	(5)
53510	Electrical Services	57,179.71	46,958.32	53,100.00	46,000.00	(7,100.00)	(13)
53530	Water and Sewer	9,560.02	7,949.77	10,500.00	8,700.00	(1,800.00)	(17)
53540	Natural Gas	12,676.02	8,340.84	12,500.00	7,000.00	(5,500.00)	(44)
53610	Building Repairs	20,219.10	17,385.80	12,099.00	13,299.00	1,200.00	10
53630	Machinery and Equipment Repairs	2,567.42	.00	8,400.00	6,900.00	(1,500.00)	(18)
53650	Other Repairs	3,326.50	5,103.37	8,200.00	8,900.00	700.00	9
53720	Building Rental	3,196.30	3,653.50	3,700.00	3,000.00	(700.00)	(19)
53730	Machinery and Equipment Rental	4,443.86	13,440.56	9,275.00	9,100.00	(175.00)	(2)
53750	Rentals - Other	1,392.30	.00	500.00	500.00	.00	
53810	Principal	555,000.00	350,000.00	365,000.00	365,000.00	.00	
53820	Interest	116,945.00	125,962.52	117,000.00	109,100.00	(7,900.00)	(7)
53830	Bank Charges	24,243.58	29,615.90	27,250.00	29,210.00	1,960.00	7
53840	Lease Payments	.00	275,575.93	132,819.00	132,819.00	.00	
53910	Dues and Subscriptions	19,664.14	19,986.06	20,720.00	24,200.00	3,480.00	17
53920	Laundry and Other Sanitation Services	.00	.00	1,250.00	1,250.00	.00	
53940	Temporary Contractual Employee	121,975.11	114,775.52	123,020.00	117,320.00	(5,700.00)	(5)
53950	Landfill	1,779.34	3,498.48	1,800.00	3,500.00	1,700.00	94
53990	Other Services and Charges	264,792.99	227,733.99	164,935.00	174,135.00	9,200.00	6





# Budget Worksheet Report

Budget Year 2021

Account	Account Description	2018 Actual Amount	2019 Actual Amount	2020 Adopted Budget	2021 Mayor's Office Review	Calculated Column 1	Calculated Column 2
Fund	<b>201 - Parks and Rec Non Reverting</b>						
	<b>EXPENSE</b>						
Department	<b>18 - Parks &amp; Recreation</b>						
	<i>Other Services and Charges Totals</i>	\$1,285,636.72	\$1,295,059.20	\$1,145,208.00	\$1,125,495.00	(\$19,713.00)	(2%)
	<i>Capital Outlays</i>						
54440	Motor Equipment	45,142.26	.00	.00	.00	.00	
54510	Other Capital Outlays	.00	110,000.00	.00	.00	.00	
	<i>Capital Outlays Totals</i>	\$45,142.26	\$110,000.00	\$0.00	\$0.00	\$0.00	+++
Department	<b>18 - Parks &amp; Recreation Totals</b>	\$2,269,040.46	\$2,186,630.03	\$2,223,483.03	\$2,145,192.42	(\$78,290.61)	(4%)
	<b>EXPENSE TOTALS</b>	\$2,269,040.46	\$2,186,630.03	\$2,223,483.03	\$2,145,192.42	(\$78,290.61)	(4%)
Fund	<b>201 - Parks and Rec Non Reverting Totals</b>						
	<b>REVENUE TOTALS</b>	\$2,104,814.08	\$1,913,653.87	\$2,391,417.00	\$2,062,056.00	(\$329,361.00)	(14%)
	<b>EXPENSE TOTALS</b>	\$2,269,040.46	\$2,186,630.03	\$2,223,483.03	\$2,145,192.42	(\$78,290.61)	(4%)
Fund	<b>201 - Parks and Rec Non Reverting Totals</b>	(\$164,226.38)	(\$272,976.16)	\$167,933.97	(\$83,136.42)	(\$251,070.39)	(150%)
	Net Grand Totals						
	<b>REVENUE GRAND TOTALS</b>	\$2,104,814.08	\$1,913,653.87	\$2,391,417.00	\$2,062,056.00	(\$329,361.00)	(14%)
	<b>EXPENSE GRAND TOTALS</b>	\$2,269,040.46	\$2,186,630.03	\$2,223,483.03	\$2,145,192.42	(\$78,290.61)	(4%)
	Net Grand Totals	(\$164,226.38)	(\$272,976.16)	\$167,933.97	(\$83,136.42)	(\$251,070.39)	(150%)



## STAFF REPORT

Agenda Item: D-4  
Date: 12/4/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** December 8, 2020  
**SUBJECT:** 2021-2025 DRAFT MASTER PLAN PRESENTATION

### For Information Purposes

It has long been the practice of the Department to use the Master Planning process, in five-year increments, to shape the goals and priorities of the Department to match community interests. The last Master Plan update was for the 2016-2020 timeframe.

In June 2020, the Board of Park Commissioners approved a contract with Troyer Group, Inc. from Mishawaka, Indiana for consulting services to complete the master plan. The following list reflects the scope of services Troyer Group, Inc. has worked on beginning in June to date.

- Review of past plans, facilities, and programs
- Community Needs Assessment
- Analysis of maintenance, recreation, and administrative delivery system
- Public participation
- Indiana Department of Natural Resources and NRPA CAPRA Requirements
- Strategic Action Plan
- Strategies and action plans for park facilities and capital equipment

Johnathon Geels, Principal Landscape Architect will present the 2021-2025 Draft Master Plan

**RESPECTFULLY SUBMITTED,**

Paula McDevitt, Administrator