



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/91638528550?pwd=VINHeHg5OERQR1R3cUNFNE9OdVIndz09>

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, February 23, 2021 4:00 – 5:30 p.m.

Zoom

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of January 26, 2021
- A-2. Approval of Claims Submitted January 27, 2021 – February 22, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Declaration of Surplus – February 2021

B. OTHER BUSINESS

- B-1. Review/Approval partnership agreement with Buskirk-Chumley Theater Management (Sean Starowitz)
- B-2. Review/Approval of Resolution 21-02 Bloomington Parks and Recreation 2021-2025 Master Plan (Paula McDevitt)
- B-3. Review/Approval of contract amendment with Shepherds Construction for Peoples Park project (Tim Street)
- B-4. Review/Approval of service agreement with Everywhere Signs for Peoples Park project (Mark Marotz)
- B-5. Review/Approval of MOU with City of Bloomington Utilities for the Hidden River Project through Waldron Hill Buskirk Park (Tim Street)
- B-6. Review/Approval of contract with Skip Daley for emcee services at community events (Bill Ream)
- B-7. Review/Approval of alcohol sales for Community Events at Switchyard Park (Bill Ream)
- B-8. Review/Approval of contract with Electric Plus at Switchyard Park (Hsiung Marler)
- B-9. Review/Approval of Performing Arts Services agreement template (Crystal Ritter)
- B-10. Review/Approval of partnership agreement with Ryder Magazine and Film Series (Crystal Ritter)
- B-11. Review/Approval of grant partnership agreement with Area 10 Agency on Aging for Endwright East Active Living Community Center at College Mall (Becky Higgins)
- B-12. Review/Approval of partnership agreement with El Mercado for a monthly market event at Banneker Community Center (Cory Hawkins)
- B-13. Review/Approval of contract amendment with Oracle Elevator at TLRC (Daren Eads)
- B-14. Review/Approval of partnership addendum with Catalent Indiana for parking at TLSP (John Turnbull)
- B-15. Review/Approval of contract with GreenScapers Professional Turf and Tree Care for Olcott Park turf work and repair (Scott Pederson)
- B-16. Review/Approval of partnership agreement with Monroe County Historical Museum (Rebecca Swift)
- B-17. Review/Approval of contract with Purcell Monuments (Joanna Sparks)
- B-18. Review/Approval of contract with Green Dragon Lawncare for mowing services at primary locations (Joanna Sparks)
- B-19. Review/Approval of contract with Green Dragon at for mowing services at alternate

- locations (Joanna Sparks)
- B-20. Review/Approval contract with J.R. Ellington Tree Expert, Co. for tree removals in Lower Cascades Park as part of the streambank stabilization and Cascades Trail project Erin Hatch)
- B-21. Review/Approval of service agreement with Bluestone Trees for tree removal and tree pruning services (Erin Hatch)
- B-22. Review/Approval of contract with Designscape Horticultural Services, Inc. for a tree transplant at Peoples Park (Erin Hatch)
- B-23. Election of Board of Park Commissioner Secretary (Paula McDevitt)

C. REPORTS

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

D. PUBLIC HEARINGS/APPEARANCES

- D-1. Bravo Award
- D-2. Parks Partner Award
- D-3. Staff Introductions Ellen Roach, Intern
James Hersberger, Sports Intern
Sydney Granlund, Natural Resources Intern
- D-4. Public Comment Period

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 or during FB livestream).



A-1
2-23-2021

Board of Park Commissioners
Meeting Minutes

Tuesday, January 26, 2021
4:00 p.m. – 5:30 p.m.

Zoom Meeting

CALL TO ORDER

The meeting was called to order by Kathleen Mills at 4:02 p.m.

Board Present: Kathleen Mills, Israel Herrera and Ellen Rodkey

Staff Present: Paula McDevitt, Becky Higgins, John Turnbull, Tim Street, Julie Ramey, Kim Clapp, Crystal Ritter, Sarah Mullin, Leslie Brinson, Bill Ream, Joanna Sparks, Barb Dunbar, Rebecca Swift, Cory Hawkins, Mark Sterner and Daren Eads

A. CONSENT CALENDAR

- A-1. Approval of Minutes – December 8, 2020 and December 17, 2020
- A-2. Approval of Claims Submitted – December 17, 2020 through January 25, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

Ellen Rodkey made a motion to approve the consent calendar. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B. OTHER BUSINESS

B-1 Election of Officers

Kathleen Mills was nominated as President of the Board of Park Commissioners. The nomination was unanimously carried.

Ellen Rodkey was nominated as Vice President of the Board of Park Commissioners. The nomination was unanimously carried.

Israel Herrera was nominated as Plan Commission Representative. The nomination was unanimously carried.

B-2 Review/Approval of Resolution 21-01 to Appropriate the Parks Non-Reverting Fund

Paula McDevitt, Director, the Department recommends the approval of Resolution 21-01, funds will be made available for appropriation in the Parks Non-Reverting Operating funds as result of fees, charges, donations and grants monies collected. This if for Fiscal Year January 1, 2021 to December 31, 2021 in the amount of \$2,173,314 and will be used for program budgets.

Ellen Rodkey made a motion to approve Resolution 20-01 to appropriate the Parks Non-Reverting Fund. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

Board Comments: *Kathleen Mills inquired:* if Frank Southern Center will be reopened. *Paula McDevitt responded:* staff is currently working with the Monroe County Health Department to make a final decision on the re-opening that facility.

B-3 Review/Approval of MOU with Bloomington Parks Foundation

Paula McDevitt, Director, the Bloomington Parks Foundation (BPF) received a private donation to be used to develop the Goat Farm property, owned by the Bloomington Parks and Recreation Department (BPRD). BPF will oversee the funds and distribution of fund to BPRD. BPRD is authorized to plan, develop and complete the Goat Farm property. The project is not to exceed \$650,000. Staff recommended approval of the MOU.

Chris Quakenbush, President Bloomington Park Foundation said the Bloomington Parks Foundation is honored to work collaboratively with the Parks Department, and the donors to develop this property and the addition that it will be to Bloomington.

Jim Murphy, Past President Bloomington Parks Foundation the Bloomington Parks Foundation is here to support the Bloomington Parks Department and the City of Bloomington. The Foundation was organized in 1967, and the mission is to represent the Parks Department and help support and receive gifts on behalf of donors. Sherman and Meredith Rogers, on behalf of the Rogers family, has donated \$650,000 to develop the Goat Farm into a passive recreation area. On behalf of the Bloomington Parks Foundation, and the Bloomington Parks Department, he thanked the Rogers Family for this amazing gift that will allow families and future generations to enjoy this wonderful park. He asked for the Park Board to support for the MOU.

Ellen Rodkey made a motion to approve the MOU with Bloomington Parks Foundation. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-4 Review/Approval of Contract with Madder Design LLC for Goat Farm

Paula McDevitt, Director, BPRD wishes to develop a passive recreation area at the Goat Farm property. The Department requires the services of a professional contractor for landscaping architecture services, to complete Design and Construction Documents for the project. The property is to be renamed Rogers Family Park. Staff recommended approval of the contract with Madder Design, in an amount not to exceed \$61,100. Funding for the contract will be from the Bloomington Parks Foundation.

Ellen Rodkey made a motion to approve the contract with Madder Design LLC. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

C-5 Review/Approval of Contract with King Snake

Crystal Ritter, Community Events Coordinator the Department wishes provide the community with fun and entertaining events in 2021. The Department requires the services of a consultant to provided engineering services, set-up and tear-down of sound equipment, and sound equipment rental. Staff recommended approval of the contract with KingSnake Sound Company, in an amount not to exceed \$2,000. Funding source will be from Community Events General and Non-Reverting funds.

Ellen Rodkey made a motion to approve the contract with KingSnake Sound Company. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-6. Review/Approval of Mobile Stage Rental Application

Crystal Ritter, Community Events Coordinator, staff recommended approval of the 2021 Mobile Staging Rental agreement. The agreement covers policies and fees associated with the rental of mobile stage and moveable risers, within the city limits.

Ellen Rodkey made a motion to approve the Mobile Stage Rental Agreement. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

B-7. Review/Approval of 2021 Community Garden Program Template

Sarah Mullin, Community Garden Specialist, staff recommended approval of the 2021 Community Garden agreement. The agreement outlined the responsibilities of any person who would rent a garden plot in 2021, at Switchyard Park, Butler Park or Winslow Woods. Changes to the 2021 contract included designating all plots for organic growing practices only, removing tillage from all plots, and allowing staff to enter gardens to remove invasive or seedling weeds.

Board Comments: *Kathleen Mills inquired:* if the plots were previously designated organic or not organic. *Sarah Mullin responded:* that was correct. The changes should make rules easier to follow, and makes the gardens healthier

Ellen Rodkey made a motion to approve the 2021 Community Garden Agreement. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

B-8. Review/Approval of 2021 Food and Beverage Artisans and Food Truck Artisans Contact Template

Leslie Brinson, Community Events Manager BPRD wishes to allow Food and Beverage Artisans to operate a stand at the Bloomington Community Farmers' Market. Staff recommended approval of the updated Food and Beverage Artisans and Food Truck/Push Cart agreement for the 2021 season. The agreement outlined the responsibilities of the vendors, and the responsibilities of the Department.

Ellen Rodkey made a motion to approve the 2021 Food and Beverage Artisans and Food Truck Artisans Contract Template. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

B-9 Review/Approval of 2021 Farm Vendor Contract Template, Handbook and Exhibits

Leslie Brinson, Community Events Manager, BPRD wishes to provide the community with a location to purchase locally grown produce. Staff recommended approval of the updated farm vendor contract, handbook and exhibits for the 2021 Bloomington Community Farmers' Market season. Changes were discussed with the Farmers' Market Advisory Council, and all documents were reviewed by Legal.

Board Comments: *Kathleen Mills requested:* clarification on the new complaint process. *Leslie Brinson responded:* the newly established complaint process for the vendors. *Ellen Rodkey inquired:* when applications were opened for 2021, and if many had been received. *Leslie Brinson responded:* the application process was opened on January 19, 2021 and currently eleven application had been received. *Ellen Rodkey inquired:* if the same handbook was used for day vendors, and if day stall increased in 2020 instead of vendors committing to the whole season. *Leslie Brinson responded:* The same handbook is used for both daily and season vendors. The majority of vendors commit to the whole season.

Ellen Rodkey made a motion to approve the 2021 Farm Vendor Contract Template, Handbook and Exhibits. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

B-10 Review/Approval of 2021 Concessions Agreement for Community Events

Bill Ream, Community Events Coordinator, BPRD wishes to invite food vendors to sell their products onsite, at various events and programs throughout 2021. Staff recommended approval of the 2021 Concessions Agreement. There were no major changes to the agreement for 2021.

Ellen Rodkey made a motion to approve the 2021 Concessions Agreement Template. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

B-11 Review/Approval of JB Salvage Service Agreement

Joanna Sparks, City Landscaper. BPRD wishes to dispose of green waste at a local composting facility. The BPRD requires the services of a qualified vendor to provide a 30 cubic yard dumpster for collection and to dispose of the green waste on an "as needed" basis. The dumpster will be located at the Switchyard Park Maintenance Building. Staff recommended the approval of this service agreement with JB Salvage, all fees and expenses are not to exceed \$5,000, funds will be from Landscaping General Fund.

Ellen Rodkey made a motion to approve the contract with JB Salvage. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

C-12 Review/Approval of Partnership Agreement with Monroe County – Identify and Reduce Invasive Species

Joanna Sparks, City Landscaper, BPRD wishes to renew the partnership with Monroe County – Identify and Reduce Invasive Species (MC-IRIS), to continue offering invasive plant awareness and training to the community. The purpose of

this agreement is to continue a partnership which will provide for collaborative programming and a sharing of resources to better serve the community. Staff recommended approval of the partnership.

Ellen Rodkey made a motion to approve the partnership with Monroe County – Identify and Reduce Invasive Species. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

B-13 Review/Approval of Contract with Cassidy Electric Contractors Inc.

Barb Dunbar, Operations Coordinator, due to age and vandalism, BPRD wishes to replace the trail lighting at Winslow Woods Sports Park. The new lighting will be updated to LED and will be more aesthetically pleasing. Staff recommended approval of the contract with Cassidy Electric in an amount not to exceed \$28,000. Funding for this project is from the General Obligation Bond: Series: GL977-18-18016b-54510 Project: 9112021a.

Board Comments: *Israel Herrera inquired*; due to the vandalism, if installing security cameras had been considered. *Barb Dunbar responded*; due to the area being heavily wooded, the use of security cameras would be difficult and may not be beneficial. *Paula McDevitt responded*; putting in new lights and encouraging the public to use the trail would help deter the vandalism.

Ellen Rodkey made a motion to approve the contract with Cassidy Electric Contractors Inc. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

B-14 Review/Approval of Appointments to Environmental Resources Advisory Council

Rebecca Swift, Natural Resource Coordinator staff recommends approval of David Parkhurst, Cathy Meyer, Daniel Myers, Melissa Laney-Clark, and Autumn Brunell to the Environmental Resources Advisory Council (ERAC). The council is made up of 9 members and one ex-officio member, and acts as an advisory board for the department in all policy matters pertaining to operations of city natural areas/and or facilities. Common Council has appointed Matt Flaherty as Council Liaison.

Board Comments: *Israel Herrera inquired*; if the five seats were opened to the community. *Rebecca Swift responded*; it is open to community members, eleven applications were received.

Ellen Rodkey made a motion to approval of the appointments to the Environmental Resources Advisory Council. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

B-15 Review/Approval of Partnership Agreement with Plant Truck Project

Cory Hawkins, Program Specialist, BPRD wishes to develop and maintain the backyard garden space at Banneker Community Center, as well as gardening and nutrition education programs and services. This partnership will assist in meeting the goals associated with the NRPA Nutrition Hub grant. Staff recommended approval of this partnership with The Plant Truck Project. Funding is through the NRPA Nutrition Hub Grant, and is not to exceed \$15,000.

Board Comments: *Kathleen inquired*; if this is to provide more opportunity to those already using Banneker. *Cory Hawkins responded*; that is who we are hoping to reach immediately. An additional piece to the NRPA grant, is a community survey. We will be working with Indiana University to develop a comprehensive survey that will go out to residents within a thirty minute walk of Banneker Community Center. To learn what the needs and wants of that local community are, and to reach more individuals as it pertains to a nutrition hub.

Ellen Rodkey made a motion to approval of the partnership with The Plant Truck Project. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

B-16 Review/Approval of Service Agreement with Gilles Homes Sales and Service

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

Ellen Rodkey made a motion to approval of the contact with Gilles Homes Sales and Services. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

B-17 Review/Approval of Service Agreement with HFI for TLRC Maintenance

Daren Eads, Sports Facility Coordinator, BPRD wishes to keep the Twin Lakes Recreation Center facility in a well maintained working condition. BPRD requires the services of professional contractor to provide HVAC maintenance services for emergency or standard repairs and /or service as the need arises at this location. Staff recommended approval of the contract with Harrell-Fish, Inc., in an amount not to exceed \$7,620. Funding is through Twin Lakes Recreation Non-Reverting fund.

Ellen Rodkey made a motion to approval of the contact with Harrell-Fish, Inc. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

C Reports

C-1 Operations Division – None

C-2 Recreation Division – None

C-3 Sports Division – None

C-4 Administration Division – None

D. PUBLIC HEARINGS/APPEARANCES

D-1. Bravo Award – None

D-2 Spotlight Award – None

D-3 Staff Introductions

Tim Street, Operations and Development Division Director. Tim accepted the BPRD Operations and Development Director Position. Tim spent the last ten years at Bradford Woods, IU's outdoor center in Martinsville. Tim served as the Associate Director for most of those years, with responsibilities for programing, and facilities on the 2,500-acre campus. Tim received his Master's in Public Affairs from the Indianan University O'Neill (SPEA) School, where he focused on public and non-profit management. Tim has also been an instructor for Indiana University Outdoor Adventures for the last 10+ years. Tim said he is thrilled to join the Parks and Recreation Department and looks forward to working with the board and working with the community.

Roniah Hardy, Health/Wellness Intern. Roniah is a 21st Center Scholar and Groups Scholar. She is a senior at Indiana University graduating in the spring of 2021, majoring in Fitness and Wellness. She is passionate about health and helping the people in the community. Throughout her time at IU, she has been a part of programs that promote physical activity. She would rather take proactive approach to health. She is thankful for this intern position, and hopes to learn the behind the scenes of public health program planning.

Board Comments: *Israel Herrera* congratulated the Department for receiving the 2020 Indian DNR Gold Leaf Award for the work at Switchyard Park. *Paula McDevitt* thanked Julie Ramey, Erin Hatch and staff for their work on this project.

D-4 Public Comment Period – the Board accepted public comments.

Susan Sandberg, City Council at Large, thanked the Board, Paula McDevitt and staff for the incredible work that they do. She said it has been a tough year, with many controversies and issues. It's been a rugged year with the pandemic. She said as a member of the City Council, she appreciates them, and to keep up the great work.

Board Comments: *The Board thanked Council Member Susan Sandberg for her comments, and the department for their work.*

Paula McDevitt, Director thanked Council Member Susan Sandberg for her kind words and support, and thanked the Board for their continued support. She congratulated Ellen Rodkey on her Young Professional in Bloomington profile

in the Bloomington Business Journal. She said the BPRD was notified by National Recreation Park Association, the reaccreditation will be virtual during the week of June 7th through the 11th.

ADJOURNMENT

Meeting adjourned at 5:22 p.m.

Respectfully Submitted,

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

Kim Clapp

Secretary Board of Park Commissioners



A-1

2-23-2021

Board of Park Commissioners
Special Meeting
Minutes

Thursday, February 18, 2021
4:00 p.m. – 4:30 p.m.

Zoom Meeting

CALL TO ORDER

The meeting was called to order by Kathleen Mills at 4:01 p.m.

Board Present: Kathleen Mills, Israel Herrera, Ellen Rodkey and James Whitlatch

Staff Present: Paula McDevitt, Tim Street, Erin Hatch and Kim Clapp

A. OTHER BUSINESS

A-1. The Board heard an appeal from Suzan Glowacz regarding proposed tree removals at Lower Cascades Park.

Susan Glowacz thanked the Board for hearing her appeal. To better disseminate information about the project to the community, she questioned if the project could be slowed down and timeline extended. She questioned if the bank could be widened in the eastern direction, instead of the western direction. She said there has been a theme of loss during the pandemic, and the removal of the large mature trees would be another loss. She was concerned of the impact this would have on the surrounding community.

Erin Hatch, Urban Forester the project is geared to address major streambank erosion issues along Cascades Creek. The project has undergone modifications to accommodate tree preservations, reducing the number of potentially slated for removal down to 23 mature trees. The project was redesigned to feature a narrow section reconstruction of the creek wall to allow retention of mature sycamores to the north. As part of the project, mitigation plantings are planned to replace the removed trees with a 5:1 mitigation ratio. One hundred and fifteen native trees would be planted to replace the 23 trees to be removed. The project is being regulated by the Indiana bat restrictions, and the trees must be removed by April 1st to meet those regulations. Parks and Recreation staff recommended denial of the appeal, and the continuation of the project as planned

Tim Street, Director of Operations, Eagle Ridge Consulting and staff took into consideration the following factors in the design of the project; erosion, safety, preservation of the mature trees and access. The northern third of the project was redesigned to save numerous mature trees and preserve the feeling of the park. The impact has been greatly reduced with the redesign of the plans. Due to the 5:1 ratio not all 115 trees can be planted in this area.

Laurel Cornell, Tree Commission Chair, invited Susan and the community to attend the Tree Commission Meetings held on the third Wednesday of the month. The Tree Commission is appointed by the City to work with the Urban Forester to best determine how to preserve and plant trees in Bloomington. The Tree Commission reviews all City plans for Public Work Projects that involves tree management. There are two parts to the Cascades Project, the removal of the trees, and the erosion issue. Modifications to this plan were recommended by the Tree Commission. The end result is

an excellent design that preserves as many trees as possible.

Board Comments: Jim Whitlatch inquired; if the 23 tree slated to be removed were native trees. Erin Hatch responded; there is a mixture of native and non-native trees, as well as many different types and sizes. Jim Whitlatch inquired; why trees were being removed that set back away from the bank Erin Hatch responded; the condition and location of the trees were considered. Stress from a construction site, can make an unhealthy tree a hazard. Jim Whitlatch inquired; on the size of the replacement trees. Erin Hatch responded; the trees will be standard 2' to 2 ½" ball and burlap tree. The height will vary between 4' and 6'. Ellen Rodkey inquired; how many mature trees were being preserved. Erin Hatch responded: approximately twenty mature trees were being preserved from the original design. Israel Herrera thanked Susan Glowacz for bring this to the Board, and for her concern for preserving the trees and protection of the site.

Jim Whitlatch made a motion that the appeal for the removal of trees brought before the Board be denied, the denial was based on the recommendations of the various people that spoke at the meeting, as well as the 5:1 mitigation. In the best interest of the City and the project the appeal be denied. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 4-0. The appeal was denied.

Paula McDevitt, Director, thanked Susan Glowacz for participating in the process, the Board, the Tree Commission and staff for their work.

ADJOURNMENT

Meeting adjourned at 4:37 p.m.

Respectfully Submitted,



Kim Clapp
Secretary Board of Park Commissioners



Board of Park & Recreation Claim Register

Invoice Date Range 01/20/21 - 02/05/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287	18- Wireless Charges	Paid by Check #		01/20/2021	01/20/2021	01/20/2021		01/20/2021	29.24
	297	Nov/Dec	73307							
	421									
	132									
	122									
	n									
1079 - AT&T	849	18-AT&T Long Distance	Paid by Check #		01/25/2021	01/25/2021	01/25/2021		01/25/2021	8.11
	494	Charges December	73322							
	855									
	012									
	1									
1079 - AT&T	812	18- AT&T Charges	Paid by Check #		01/25/2021	01/25/2021	01/25/2021		01/25/2021	2,133.49
	349	January Landlines	73323							
	370									
	001									
	21									
Account 53210 - Telephone Totals								Invoice Transactions 3		\$2,170.84
Program 181000 - Administration Totals								Invoice Transactions 3		\$2,170.84
Program 181100 - Marketing										
Account 53160 - Instruction										
6686 - Sarah Owen	137	18-Morning Buzz	Paid by EFT #		01/26/2021	01/26/2021	02/05/2021		02/05/2021	10.00
	119	workshop registration	39355							
Account 53160 - Instruction Totals								Invoice Transactions 1		\$10.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287	18- Wireless Charges	Paid by Check #		01/20/2021	01/20/2021	01/20/2021		01/20/2021	40.91
	297	Nov/Dec	73307							
	421									
	132									
	122									
	n									
Account 53210 - Telephone Totals								Invoice Transactions 1		\$40.91
Account 53310 - Printing										
129 - FedEx Office and Print Service, INC	021	18-Dog park closure	Paid by EFT #		01/26/2021	01/26/2021	02/05/2021		02/05/2021	54.94
	100	signs Switchyard Park	39297							
	041									
	936									



Board of Park & Recreation Claim Register

Invoice Date Range 01/20/21 - 02/05/21

Account 53910 - Dues and Subscriptions

4225 - REACH Sports Marketing Group, INC 708 18-annual CCTV player renewal for Twin Lakes 35

Paid by EFT # 39362

Account 53310 - Printing Totals

Invoice Transactions 1

\$54.94

01/26/2021 01/26/2021 02/05/2021 02/05/2021

588.00

Account 53910 - Dues and Subscriptions Totals

Invoice Transactions 1

\$588.00

Program 181100 - Marketing Totals

Invoice Transactions 4

\$693.85

Program 182001 - Aquatics - Bryan Pool

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC 287 18- Wireless Charges 297 Nov/Dec 421 132 122 n

Paid by Check # 73307

01/20/2021 01/20/2021 01/20/2021 01/20/2021

29.24

Account 53210 - Telephone Totals

Invoice Transactions 1

\$29.24

Account 53510 - Electrical Services

223 - Duke Energy 830 18-Electric Charges for 037 December 300 10 012 1

Paid by Check # 73334

01/25/2021 01/25/2021 01/25/2021 01/25/2021

167.19

Account 53510 - Electrical Services Totals

Invoice Transactions 1

\$167.19

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities 141 18-Water Sewer Charges 87- December 14187# 001 012 921

Paid by Check # 73309

01/20/2021 01/20/2021 01/20/2021 01/20/2021

249.46

Account 53530 - Water and Sewer Totals

Invoice Transactions 1

\$249.46

Account 53540 - Natural Gas

222 - Vectren 025 18-Natural Gas 075 December Charges B 516 Pool 601 132 1

Paid by Check # 73315

01/20/2021 01/20/2021 01/20/2021 01/20/2021

46.00

Account 53540 - Natural Gas Totals

Invoice Transactions 1

\$46.00

Program 182001 - Aquatics - Bryan Pool Totals

Invoice Transactions 4

\$491.89

Program 182002 - Aquatics - Mills Pool

Account 53210 - Telephone



Board of Park & Recreation Claim Register

Invoice Date Range 01/20/21 - 02/05/21

13969 - AT&T Mobility II, LLC	287	18- Wireless Charges	Paid by Check #	01/20/2021	01/20/2021	01/20/2021	01/20/2021	82.32
	297	Nov/Dec	73307					
	421							
	132							
	122							
	n							
Account 53210 - Telephone Totals				Invoice Transactions 1				\$82.32
Account 53510 - Electrical Services								
223 - Duke Energy	830	18-Electric Charges for	Paid by Check #	01/25/2021	01/25/2021	01/25/2021	01/25/2021	(93.74)
	037	December	73334					
	300							
	10							
	012							
	1							
Account 53510 - Electrical Services Totals				Invoice Transactions 1				(\$93.74)
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	141	18-Water Sewer Charges	Paid by Check #	01/20/2021	01/20/2021	01/20/2021	01/20/2021	87.41
	87-	December 14187#	73309					
	001							
	012							
	921							
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$87.41
Program 182002 - Aquatics - Mills Pool Totals				Invoice Transactions 3				\$75.99
Program 182500 - Frank Southern Center								
Account 53510 - Electrical Services								
223 - Duke Energy	830	18-Electric Charges for	Paid by Check #	01/25/2021	01/25/2021	01/25/2021	01/25/2021	7,010.24
	037	December	73334					
	300							
	10							
	012							
	1							
Account 53510 - Electrical Services Totals				Invoice Transactions 1				\$7,010.24
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	141	18-Water Sewer Charges	Paid by Check #	01/20/2021	01/20/2021	01/20/2021	01/20/2021	681.77
	87-	December 14187#	73309					
	001							
	012							
	921							
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$681.77
Account 53540 - Natural Gas								



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222 - Vectren	025 18-Natural Gas	Paid by Check #	01/20/2021	01/20/2021	01/20/2021	01/20/2021	899.25
	057 December Charges FSC	73315					
	322						
	801						
	132						
	1						
Account 53540 - Natural Gas Totals							Invoice Transactions 1
							\$899.25
Program 182500 - Frank Southern Center Totals							Invoice Transactions 3
							\$8,591.26
Program 183500 - Golf Services							
Account 52230 - Garage and Motor Supplies							
4046 - Heritage-Crystal Clean, INC	166 18 - Parts cleaner	Paid by EFT #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	178.27
	070	39307					
	88						
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions 1
							\$178.27
Account 53210 - Telephone							
13969 - AT&T Mobility II, LLC	287 18- Wireless Charges	Paid by Check #	01/20/2021	01/20/2021	01/20/2021	01/20/2021	53.08
	297 Nov/Dec	73307					
	421						
	132						
	122						
	n						
Account 53210 - Telephone Totals							Invoice Transactions 1
							\$53.08
Account 53510 - Electrical Services							
223 - Duke Energy	830 18-Electric Charges for	Paid by Check #	01/25/2021	01/25/2021	01/25/2021	01/25/2021	1,116.83
	037 December	73334					
	300						
	10						
	012						
	1						
Account 53510 - Electrical Services Totals							Invoice Transactions 1
							\$1,116.83
Account 53530 - Water and Sewer							
208 - City Of Bloomington Utilities	141 18-Water Sewer Charges	Paid by Check #	01/20/2021	01/20/2021	01/20/2021	01/20/2021	2,262.37
	87- December 14187#	73309					
	001						
	012						
	971						
208 - City Of Bloomington Utilities	415 18-Water Sewer Charges	Paid by Check #	01/20/2021	01/20/2021	01/20/2021	01/20/2021	1,920.18
	9- December	73309					
	001						
	012						
	1						
Account 53530 - Water and Sewer Totals							Invoice Transactions 2
							\$4,182.55
Account 53910 - Dues and Subscriptions							



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4170 - Comcast Cable Communications, INC	119 18-Cable Service	Paid by Check #	01/20/2021	01/20/2021	01/20/2021	01/20/2021	187.22
	094 Cascades Golf	73311					
	379						
	4						
	012						
	1						
Account 53910 - Dues and Subscriptions Totals						Invoice Transactions 1	<u>\$187.22</u>
Account 53950 - Landfill							
2260 - Republic Services, INC	069 18-Landfill February	Paid by EFT #	01/25/2021	01/25/2021	01/25/2021	01/25/2021	281.25
	4- Charges Golf	39229					
	002						
	671						
	719						
Account 53950 - Landfill Totals						Invoice Transactions 1	<u>\$281.25</u>
Program 183500 - Golf Services Totals						Invoice Transactions 7	<u>\$5,999.20</u>
Program 184000 - Natural Resources							
Account 53210 - Telephone							
13969 - AT&T Mobility II, LLC	287 18- Wireless Charges	Paid by Check #	01/20/2021	01/20/2021	01/20/2021	01/20/2021	70.15
	297 Nov/Dec	73307					
	421						
	132						
	122						
	n						
Account 53210 - Telephone Totals						Invoice Transactions 1	<u>\$70.15</u>
Account 53510 - Electrical Services							
223 - Duke Energy	830 18-Electric Charges for	Paid by Check #	01/25/2021	01/25/2021	01/25/2021	01/25/2021	29.95
	037 December	73334					
	300						
	10						
	012						
	1						
Account 53510 - Electrical Services Totals						Invoice Transactions 1	<u>\$29.95</u>
Account 53920 - Laundry and Other Sanitation Services							
4175 - The Stables Events, LLC (Izzy's Rentals)	121 18-Wapehani Restroom	Paid by EFT #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	20.00
	36 Service	39383					
Account 53920 - Laundry and Other Sanitation Services Totals						Invoice Transactions 1	<u>\$20.00</u>
Account 53990 - Other Services and Charges							
7442 - Western EcoSystems Technology, INC	749 18- Griffy Lake Master	Paid by EFT #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	1,051.25
	81 Plan Update	39398					
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1	<u>\$1,051.25</u>
Program 184000 - Natural Resources Totals						Invoice Transactions 4	<u>\$1,171.35</u>
Program 186500 - Community Events							



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Account **53210 - Telephone**
13969 - AT&T Mobility II, LLC

287	18- Wireless Charges	Paid by Check #	01/20/2021	01/20/2021	01/20/2021	01/20/2021	23.84
297	Nov/Dec	73307					
421							
132							
122							
n							

Account 53210 - Telephone Totals	Invoice Transactions 1	\$23.84
Program 186500 - Community Events Totals	Invoice Transactions 1	\$23.84

Program **187001 - Adult Sports-Softball**

Account **53210 - Telephone**
13969 - AT&T Mobility II, LLC

287	18- Wireless Charges	Paid by Check #	01/20/2021	01/20/2021	01/20/2021	01/20/2021	47.68
297	Nov/Dec	73307					
421							
132							
122							
n							

Account 53210 - Telephone Totals	Invoice Transactions 1	\$47.68
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Account **53510 - Electrical Services**

223 - Duke Energy

830	18-Electric Charges for	Paid by Check #	01/25/2021	01/25/2021	01/25/2021	01/25/2021	353.66
037	December	73334					
300							
10							
012							
1							

Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$353.66
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Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities

141	18-Water Sewer Charges	Paid by Check #	01/20/2021	01/20/2021	01/20/2021	01/20/2021	889.17
87-	December 14187#	73309					
001							
012							
971							

208 - City Of Bloomington Utilities

415	18-Water Sewer Charges	Paid by Check #	01/20/2021	01/20/2021	01/20/2021	01/20/2021	24.93
9-	December	73309					
001							
012							
1							

Account 53530 - Water and Sewer Totals	Invoice Transactions 2	\$914.10
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Account **53950 - Landfill**



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2260 - Republic Services, INC	069 18-Landfill February 4- Charges TLSP 002 672 477	Paid by EFT # 39229	01/25/2021	01/25/2021	01/25/2021	01/25/2021	250.00
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Account 53950 - Landfill Totals	Invoice Transactions 1	<u>\$250.00</u>
Program 187001 - Adult Sports-Softball Totals	Invoice Transactions 5	<u>\$1,565.44</u>

Program **187202 - Youth Sports-Winslow**

Account **53510 - Electrical Services**

223 - Duke Energy	830 18-Electric Charges for 037 December 300 10 012 1	Paid by Check # 73334	01/25/2021	01/25/2021	01/25/2021	01/25/2021	659.18
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Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$659.18</u>
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Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	415 18-Water Sewer Charges 9- December 001 012 1	Paid by Check # 73309	01/20/2021	01/20/2021	01/20/2021	01/20/2021	2,270.56
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Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$2,270.56</u>
Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 2	<u>\$2,929.74</u>

Program **187208 - Youth Sports-Olcott**

Account **52420 - Other Supplies**

4443 - The Sherwin Williams Company	041 18-Paint and supplies for 7-9 Olcott Football Field	Paid by EFT # 39382	01/26/2021	01/26/2021	02/05/2021	02/05/2021	274.76
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Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$274.76</u>
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Account **53510 - Electrical Services**

223 - Duke Energy	830 18-Electric Charges for 037 December 300 10 012 1	Paid by Check # 73334	01/25/2021	01/25/2021	01/25/2021	01/25/2021	196.05
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Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$196.05</u>
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Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	141 18-Water Sewer Charges 87- December 14187# 001 012 921	Paid by Check # 73309	01/20/2021	01/20/2021	01/20/2021	01/20/2021	501.40
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Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$501.40
Program 187208 - Youth Sports-Olcott Totals				Invoice Transactions 3				\$972.21
Program 187500 - Banneker								
Account 53510 - Electrical Services								
223 - Duke Energy	830 037 300 10 012 1	18-Electric Charges for December	Paid by Check # 73334	01/25/2021	01/25/2021	01/25/2021	01/25/2021	320.40
Account 53510 - Electrical Services Totals				Invoice Transactions 1				\$320.40
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	415 9- 001 012 1	18-Water Sewer Charges December	Paid by Check # 73309	01/20/2021	01/20/2021	01/20/2021	01/20/2021	101.91
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$101.91
Program 187500 - Banneker Totals				Invoice Transactions 2				\$422.31
Program 188001 - Inclusive Recreation								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287 297 421 132 122 0	18- Wireless Charges Nov/Dec	Paid by Check # 73307	01/20/2021	01/20/2021	01/20/2021	01/20/2021	23.84
Account 53210 - Telephone Totals				Invoice Transactions 1				\$23.84
Program 188001 - Inclusive Recreation Totals				Invoice Transactions 1				\$23.84
Program 189000 - Operations								
Account 52230 - Garage and Motor Supplies								
476 - Southern Indiana Parts, INC (Napa Auto Parts)	345 953	18-tailgate hinge	Paid by EFT # 39370	01/26/2021	01/26/2021	02/05/2021	02/05/2021	29.41
Account 52230 - Garage and Motor Supplies Totals				Invoice Transactions 1				\$29.41
Account 52340 - Other Repairs and Maintenance								
5415 - Allied Wholesale Electrical Supply, LLC	561 919 0	18-cable ties, pvc for Miller Showers irrigation	Paid by EFT # 39241	01/26/2021	01/26/2021	02/05/2021	02/05/2021	16.80
5415 - Allied Wholesale Electrical Supply, LLC	561 920 7	18-B-line light poles	Paid by EFT # 39241	01/26/2021	01/26/2021	02/05/2021	02/05/2021	203.39
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 2				\$220.19



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Account 52420 - Other Supplies

313 - Fastenal Company	INBL 18-batteries, paint, DO M22 NOT ENTER tape 222 5	Paid by EFT # 39296	01/26/2021	01/26/2021	02/05/2021	02/05/2021	110.48
394 - Kleindorfer Hardware & Variety	660 18-pull straps 413	Paid by EFT # 39333	01/26/2021	01/26/2021	02/05/2021	02/05/2021	17.98
394 - Kleindorfer Hardware & Variety	659 18-tarps for homeless 630 belongins	Paid by EFT # 39333	01/26/2021	01/26/2021	02/05/2021	02/05/2021	56.97
Account 52420 - Other Supplies Totals			Invoice Transactions 3				<u>\$185.43</u>

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	287 18- Wireless Charges 297 Nov/Dec 421 132 122 n	Paid by Check # 73307	01/20/2021	01/20/2021	01/20/2021	01/20/2021	269.30
Account 53210 - Telephone Totals			Invoice Transactions 1				<u>\$269.30</u>

Account 53510 - Electrical Services

223 - Duke Energy	830 18-Electric Charges for 037 December 300 10 012 1	Paid by Check # 73334	01/25/2021	01/25/2021	01/25/2021	01/25/2021	2,954.81
Account 53510 - Electrical Services Totals			Invoice Transactions 1				<u>\$2,954.81</u>

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	141 18-Water Sewer Charges 87- December 14187# 001 012 971	Paid by Check # 73309	01/20/2021	01/20/2021	01/20/2021	01/20/2021	1,775.75
208 - City Of Bloomington Utilities	395 18-Water Sewer Charges 30- December #39530 002 012 971	Paid by Check # 73309	01/20/2021	01/20/2021	01/20/2021	01/20/2021	42.92
208 - City Of Bloomington Utilities	415 18-Water Sewer Charges 9- December 001 012 1	Paid by Check # 73309	01/20/2021	01/20/2021	01/20/2021	01/20/2021	1,135.34
Account 53530 - Water and Sewer Totals			Invoice Transactions 3				<u>\$2,954.01</u>

Account 53540 - Natural Gas



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222 - Vectren	025	18-Natural Gas	Paid by Check #	01/20/2021	01/20/2021	01/20/2021	01/20/2021	172.37
	518	December Charges	73315					
	947	Ops/SYP						
	401							
	132							
	1							
				Account 53540 - Natural Gas Totals		Invoice Transactions 1		<hr/> \$172.37
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	182	18-Uniform & mat cleaning services	Paid by EFT # 39245	01/26/2021	01/26/2021	02/05/2021	02/05/2021	21.31
	469							
	194							
	5							
19171 - Aramark Uniform & Career Apparel Group, INC	182	18-Uniform & mat cleaning services	Paid by EFT # 39245	01/26/2021	01/26/2021	02/05/2021	02/05/2021	21.31
	468							
	217							
	6							
4175 - The Stables Events, LLC (Izzy's Rentals)	121	18-Pumping & of (9) port-a-lets	Paid by EFT # 39383	01/26/2021	01/26/2021	02/05/2021	02/05/2021	640.00
	35							
				Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 3		<hr/> \$682.62
Account 53950 - Landfill								
365 - Rogers Group, INC	007	18-Clean fill load (old fountain structure @ Rose Hill Cem)	Paid by EFT # 39365	01/26/2021	01/26/2021	02/05/2021	02/05/2021	35.00
	118							
	004							
	1							
				Account 53950 - Landfill Totals		Invoice Transactions 1		<hr/> \$35.00
				Program 189000 - Operations Totals		Invoice Transactions 16		<hr/> \$7,503.14
Program 189006 - Switchyard Property								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	657	18 SYP MIsc harware items	Paid by EFT # 39333	01/26/2021	01/26/2021	02/05/2021	02/05/2021	89.53
	751							
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		<hr/> \$89.53
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287	18- Wireless Charges Nov/Dec	Paid by Check # 73307	01/20/2021	01/20/2021	01/20/2021	01/20/2021	40.91
	297							
	421							
	132							
	122							
	n							
				Account 53210 - Telephone Totals		Invoice Transactions 1		<hr/> \$40.91
Account 53510 - Electrical Services								



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223 - Duke Energy	830 18-Electric Charges for 037 December 300 10 012 1	Paid by Check # 73334	01/25/2021	01/25/2021	01/25/2021	01/25/2021	2,643.33
Account 53510 - Electrical Services Totals			Invoice Transactions 1			\$2,643.33	
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	371 18-Water Sewer Charges 23- SYP December 003 012 971	Paid by Check # 73331	01/25/2021	01/25/2021	01/25/2021	01/25/2021	1,018.80
Account 53530 - Water and Sewer Totals			Invoice Transactions 1			\$1,018.80	
Account 53540 - Natural Gas 222 - Vectren	025 18-Natural Gas 604 December Charges 396 SYP/PAV 801 132 1	Paid by Check # 73315	01/20/2021	01/20/2021	01/20/2021	01/20/2021	478.43
Account 53540 - Natural Gas Totals			Invoice Transactions 1			\$478.43	
Account 53610 - Building Repairs 392 - Koorsen Fire & Security, INC	531 18 SYP Annual Fire 048 Extinguisher Inspection 8	Paid by EFT # 39334	01/26/2021	01/26/2021	02/05/2021	02/05/2021	194.35
Account 53610 - Building Repairs Totals			Invoice Transactions 1			\$194.35	
Account 53920 - Laundry and Other Sanitation Services 53657 - Plymate, INC	297 18 SYP Vesitbule Rug 978 Service 7	Paid by EFT # 39360	01/26/2021	01/26/2021	02/05/2021	02/05/2021	111.33
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice Transactions 1			\$111.33	
Program 189006 - Switchyard Property Totals			Invoice Transactions 7			\$4,576.68	
Program 189500 - Landscaping Account 52420 - Other Supplies 53442 - Paragon Micro, INC	S33 18- Adobe Acrobat Pro 072 2020 License 48 Landscaping	Paid by EFT # 39356	01/26/2021	01/26/2021	02/05/2021	02/05/2021	404.99
Account 52420 - Other Supplies Totals			Invoice Transactions 1			\$404.99	
Account 53210 - Telephone							



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13969 - AT&T Mobility II, LLC	287 297 421 132 122 n	18- Wireless Charges Nov/Dec	Paid by Check # 73307	01/20/2021	01/20/2021	01/20/2021	01/20/2021	40.91
				Account 53210 - Telephone Totals		Invoice Transactions 1		<hr/> \$40.91
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	412 94- 001 012 871	18-Water Sewer Charges December 41294#	Paid by Check # 73309	01/20/2021	01/20/2021	01/20/2021	01/20/2021	129.79
208 - City Of Bloomington Utilities	141 87- 001 012 971	18-Water Sewer Charges December 14187#	Paid by Check # 73309	01/20/2021	01/20/2021	01/20/2021	01/20/2021	94.78
208 - City Of Bloomington Utilities	415 9- 001 012 1	18-Water Sewer Charges December	Paid by Check # 73309	01/20/2021	01/20/2021	01/20/2021	01/20/2021	140.85
208 - City Of Bloomington Utilities	200 807- 003 012 921	18-Water Charges for December	Paid by Check # 73331	01/25/2021	01/25/2021	01/25/2021	01/25/2021	94.78
				Account 53530 - Water and Sewer Totals		Invoice Transactions 4		<hr/> \$460.20
				Program 189500 - Landscaping Totals		Invoice Transactions 6		<hr/> \$906.10
Program 189501 - Cemeteries								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287 297 421 132 122 n	18- Wireless Charges Nov/Dec	Paid by Check # 73307	01/20/2021	01/20/2021	01/20/2021	01/20/2021	40.91
				Account 53210 - Telephone Totals		Invoice Transactions 1		<hr/> \$40.91
Account 53510 - Electrical Services								



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223 - Duke Energy	830 18-Electric Charges for 037 December 300 10 012 1	Paid by Check # 73334	01/25/2021	01/25/2021	01/25/2021	01/25/2021	321.81
			Account 53510 - Electrical Services Totals		Invoice Transactions 1		<hr/> \$321.81
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	412 18-Water Sewer Charges 94- December 41294# 001 012 871	Paid by Check # 73309	01/20/2021	01/20/2021	01/20/2021	01/20/2021	323.52
			Account 53530 - Water and Sewer Totals		Invoice Transactions 1		<hr/> \$323.52
			Program 189501 - Cemeteries Totals		Invoice Transactions 3		<hr/> \$686.24
Program 189503 - Urban Forestry Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	287 18- Wireless Charges 297 Nov/Dec 421 132 122 n	Paid by Check # 73307	01/20/2021	01/20/2021	01/20/2021	01/20/2021	158.63
			Account 53210 - Telephone Totals		Invoice Transactions 1		<hr/> \$158.63
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	412 18-Water Sewer Charges 94- December 41294# 001 012 871	Paid by Check # 73309	01/20/2021	01/20/2021	01/20/2021	01/20/2021	12.79
			Account 53530 - Water and Sewer Totals		Invoice Transactions 1		<hr/> \$12.79
Account 53990 - Other Services and Charges 3735 - Bluestone, LLC	646 18 - UF - Tree Removals 0 (SYP, Dodds, People's, 39268	Paid by EFT # 39268	01/26/2021	01/26/2021	02/05/2021	02/05/2021	1,610.00
3735 - Bluestone, LLC	692 18 - UF - Tree Removals 3 (SYP, Dodds, People's, 39268	Paid by EFT # 39268	01/26/2021	01/26/2021	02/05/2021	02/05/2021	1,934.26
3735 - Bluestone, LLC	639 18 - UF - Tree Removals 2 (SYP, Dodds, People's, 39268	Paid by EFT # 39268	01/26/2021	01/26/2021	02/05/2021	02/05/2021	7,210.00
3735 - Bluestone, LLC	646 18 - UF - Tree Removals 1 (SYP, Dodds, People's, 39268	Paid by EFT # 39268	01/26/2021	01/26/2021	02/05/2021	02/05/2021	2,550.00
			Account 53990 - Other Services and Charges Totals		Invoice Transactions 4		<hr/> \$13,304.26
			Program 189503 - Urban Forestry Totals		Invoice Transactions 6		<hr/> \$13,475.68



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Fund **201 - Parks and Rec Non Reverting**
 Department **18 - Parks & Recreation**
 Program **182500 - Frank Southern Center**
 Account **43270 - Registration Fees**

Bloomington Parks Foundation	202	18-Refunds	Paid by Check #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	76.50
	1-		73366					
	000							
	000							
	15							

Department 18 - Parks & Recreation Totals	Invoice Transactions 80	<u>\$52,279.60</u>
Fund 200 - Parks and Recreation Gen (S1301) Totals	Invoice Transactions 80	<u>\$52,279.60</u>

Account 43270 - Registration Fees Totals	Invoice Transactions 1	<u>\$76.50</u>
Program 182500 - Frank Southern Center Totals	Invoice Transactions 1	<u>\$76.50</u>

Program **183501 - Golf Course - Pro Shop**
 Account **52330 - Street, Alley, and Sewer Material**

3978 - J & M Golf, INC	061	18 - Tees, ball markers,	Paid by EFT #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	835.25
	461	towels, & misc.	39324					
	3-IN							
53619 - Ping, INC	154	18 - Credit Memo	Paid by EFT #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	(522.00)
	272		39358					
	28							
53619 - Ping, INC	154	18-Pro Shop Supplies	Paid by EFT #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	1,171.76
	765		39358					
	38							
53619 - Ping, INC	154	18-Pro Shop Supplies	Paid by EFT #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	199.27
	907		39358					
	38							

Account 52330 - Street, Alley, and Sewer Material Totals	Invoice Transactions 4	<u>\$1,684.28</u>
Program 183501 - Golf Course - Pro Shop Totals	Invoice Transactions 4	<u>\$1,684.28</u>

Program **184000 - Natural Resources**
 Account **53990 - Other Services and Charges**

4756 - White Buffalo, INC	202	18- CHAP program for	Paid by EFT #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	29,011.46
	0-36	Deer Cull at Griffy Lake	39400					
		Nature Preserve						

Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$29,011.46</u>
Program 184000 - Natural Resources Totals	Invoice Transactions 1	<u>\$29,011.46</u>

Program **184500 - Youth Services -Juke Box**
 Account **53510 - Electrical Services**



Board of Park & Recreation Claim Register

Invoice Date Range 01/20/21 - 02/05/21

223 - Duke Energy	830 18-Electric Charges for 037 December 300 10 012 1	Paid by Check # 73334	01/25/2021	01/25/2021	01/25/2021	01/25/2021	256.99
			Account 53510 - Electrical Services Totals		Invoice Transactions 1		<hr/> \$256.99
Account 53530 - Water and Sewer							
208 - City Of Bloomington Utilities	141 18-Water Sewer Charges 87- December 14187# 001 012 971	Paid by Check # 73309	01/20/2021	01/20/2021	01/20/2021	01/20/2021	99.04
			Account 53530 - Water and Sewer Totals		Invoice Transactions 1		<hr/> \$99.04
Account 53540 - Natural Gas							
222 - Vectren	795 18-Natural Gas 353 December Charges AJB 048 501 132 1	Paid by Check # 73315	01/20/2021	01/20/2021	01/20/2021	01/20/2021	141.51
			Account 53540 - Natural Gas Totals		Invoice Transactions 1		<hr/> \$141.51
			Program 184500 - Youth Services -Juke Box Totals		Invoice Transactions 3		<hr/> \$497.54
Program 185000 - Twin Lakes Recreation Center							
Account 43240 - Season Passes/Memberships							
Bailey Inman	202 18-Refunds 1- 000 000 13	Paid by Check # 73371	01/26/2021	01/26/2021	02/05/2021	02/05/2021	275.00
			Account 43240 - Season Passes/Memberships Totals		Invoice Transactions 1		<hr/> \$275.00
Account 52210 - Institutional Supplies							
9269 - Ferguson Facilities Supply, HP Products #3400	025 18 - TLRC Facility 023 Institutional Supplies 4	Paid by EFT # 39298	01/26/2021	01/26/2021	02/05/2021	02/05/2021	1,790.13
5819 - Synchrony Bank	143 18-HDMI Cable 9	Paid by Check # 73360	01/26/2021	01/26/2021	02/05/2021	02/05/2021	19.98
			Account 52210 - Institutional Supplies Totals		Invoice Transactions 2		<hr/> \$1,810.11
Account 52310 - Building Materials and Supplies							



Board of Park & Recreation Claim Register

Invoice Date Range 01/20/21 - 02/05/21

294 - All-Phase Electric Supply, INC	074 0- 100 075 8	18-fluor lamp	Paid by EFT # 39239	01/26/2021	01/26/2021	02/05/2021	02/05/2021	150.00
50637 - Bender Lumber Company INC	1 230 383	18-drylok sealer	Paid by EFT # 39255	01/26/2021	01/26/2021	02/05/2021	02/05/2021	127.96
4443 - The Sherwin Williams Company	021 3-8	18 - TLRC Painting Supplies	Paid by EFT # 39382	01/26/2021	01/26/2021	02/05/2021	02/05/2021	57.79
			Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 3			<hr/>	\$335.75
Account 52420 - Other Supplies								
796 - Interstate Battery System of Bloomington, INC	500 095 203	18 - TLRC Golf Cart Batteries	Paid by EFT # 39321	01/26/2021	01/26/2021	02/05/2021	02/05/2021	810.00
			Account 52420 - Other Supplies Totals	Invoice Transactions 1			<hr/>	\$810.00
Account 53510 - Electrical Services								
223 - Duke Energy	830 037 300 10 012 1	18-Electric Charges for December	Paid by Check # 73334	01/25/2021	01/25/2021	01/25/2021	01/25/2021	1,344.09
			Account 53510 - Electrical Services Totals	Invoice Transactions 1			<hr/>	\$1,344.09
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	395 30- 002 012 921	18-Water Sewer Charges December #39530	Paid by Check # 73309	01/20/2021	01/20/2021	01/20/2021	01/20/2021	514.93
			Account 53530 - Water and Sewer Totals	Invoice Transactions 1			<hr/>	\$514.93
Account 53610 - Building Repairs								
53657 - Plymate, INC	298 470 8	18 - TLRC Entry Mat Service	Paid by EFT # 39360	01/26/2021	01/26/2021	02/05/2021	02/05/2021	78.62
			Account 53610 - Building Repairs Totals	Invoice Transactions 1			<hr/>	\$78.62
Account 53650 - Other Repairs								
392 - Koorsen Fire & Security, INC	531 864 8	18 - TLRC Alarm Panel Replacement and Repairs	Paid by EFT # 39334	01/26/2021	01/26/2021	02/05/2021	02/05/2021	1,303.21
			Account 53650 - Other Repairs Totals	Invoice Transactions 1			<hr/>	\$1,303.21
Account 53950 - Landfill								



Board of Park & Recreation Claim Register

Invoice Date Range 01/20/21 - 02/05/21

2260 - Republic Services, INC	069 18-Landfill February	Paid by EFT #	01/25/2021	01/25/2021	01/25/2021	01/25/2021	225.00
	4- Charges TLRC	39229					
	002						
	672						
	967						

Account 53950 - Landfill Totals	Invoice Transactions 1	\$225.00
Program 185000 - Twin Lakes Recreation Center Totals	Invoice Transactions 12	\$6,696.71

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

Account **43380 - Other Services**

Ellen Harris	202 18-Refunds	Paid by Check #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	116.67
	1-	73368					
	000						
	000						
	14						

Account 43380 - Other Services Totals	Invoice Transactions 1	\$116.67
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Account **53940 - Temporary Contractual Employee**

6161 - Morgan Ashley Banks	012 18-TLRC Fitness	Paid by EFT #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	375.00
	121 Specialist	39251					
7276 - Kaitlyn Clementi	016 18-TLRC Fitness	Paid by EFT #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	30.00
	202 Specialist	39279					
	1						
7207 - Ayaa Elgoharry	012 18-TLRC Fitness	Paid by EFT #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	406.25
	120 Specialist	39288					
7086 - Rivkah L Moore	012 18-TLRC Fitness	Paid by EFT #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	281.25
	221 Specialist	39346					
1973 - Megan M Stark	012 18-TLRC Fitness	Paid by EFT #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	120.00
	021 Specialist	39374					
7440 - William Tuttle	010 18-TLRC Fitness	Paid by EFT #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	62.50
	620 Specialist	39388					
	20						

Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 6	\$1,275.00
Program 185002 - TLRC-Health & Wellness Totals	Invoice Transactions 7	\$1,391.67

Program **185006 - TLRC-Concessions**

Account **52330 - Street, Alley, and Sewer Material**

5819 - Synchrony Bank	851 18 - TLRC Concession	Paid by Check #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	67.96
	8 Item	73360					
	012						
	121						
5819 - Synchrony Bank	154 18 - TLRC Concession	Paid by Check #	01/26/2021	01/26/2021	02/05/2021	02/05/2021	155.74
	5 Item	73360					

Account 52330 - Street, Alley, and Sewer Material Totals	Invoice Transactions 2	\$223.70
Program 185006 - TLRC-Concessions Totals	Invoice Transactions 2	\$223.70

Program **186503 - Community Events-Farmers' Market**



Board of Park & Recreation Claim Register

Invoice Date Range 01/20/21 - 02/05/21

Account 47230 - Gift Certificate

19916 - Thomas D Phillips	238	Market Bucks and Gift Certificates	Paid by Check # 73355	01/26/2021	01/26/2021	02/05/2021	02/05/2021	40.00
Account 47230 - Gift Certificate Totals							Invoice Transactions 1	\$40.00

Account 47240 - EBT Market Bucks

19916 - Thomas D Phillips	238	Market Bucks and Gift Certificates	Paid by Check # 73355	01/26/2021	01/26/2021	02/05/2021	02/05/2021	156.00
Account 47240 - EBT Market Bucks Totals							Invoice Transactions 1	\$156.00

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	287	18- Wireless Charges	Paid by Check # 73307	01/20/2021	01/20/2021	01/20/2021	01/20/2021	70.15
	297	Nov/Dec						
	421							
	132							
	122							
	n							
Account 53210 - Telephone Totals							Invoice Transactions 1	\$70.15
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions 3	\$266.15
Department 18 - Parks & Recreation Totals							Invoice Transactions 33	\$39,848.01
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions 33	\$39,848.01

Fund 977 - Parks 2016 GO Bond Proceeds

Department 18 - Parks & Recreation

Program 18016D - 2016 D Lower Cascades

Account 54510 - Other Capital Outlays

7059 - Eagle Ridge Civil Engineering Services, LLC	204-14	18- Cascades creek repair and trail to	Paid by EFT # 39286	01/26/2021	01/26/2021	02/05/2021	02/05/2021	3,429.13
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 1	\$3,429.13
Program 18016D - 2016 D Lower Cascades Totals							Invoice Transactions 1	\$3,429.13
Department 18 - Parks & Recreation Totals							Invoice Transactions 1	\$3,429.13
Fund 977 - Parks 2016 GO Bond Proceeds Totals							Invoice Transactions 1	\$3,429.13
Grand Totals							Invoice Transactions 114	\$95,556.74

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/5/2021	Claims				95,556.74
					<u>95,556.74</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 \$ 95,556.74

Dated this _____ day of _____ year of 20____.

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

Fiscal Office _____



Board of Park & Recreation Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	3413708252005474	18- Supplies for CE Programs/Clorox Wipes	Paid by Check # 73424		02/09/2021	02/09/2021	02/19/2021		02/19/2021	9.97
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$9.97
Account 53310 - Printing										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	9202	18-Department #10 window envelopes	Paid by EFT # 39473		02/09/2021	02/09/2021	02/19/2021		02/19/2021	152.00
5387 - Creative Graphics, INC (dba Baugh Enterprises)	9124	18-NR and GF receipts, Aquatic NR receipts	Paid by EFT # 39473		02/09/2021	02/09/2021	02/19/2021		02/19/2021	858.11
Account 53310 - Printing Totals									Invoice Transactions 2	\$1,010.11
Program 181000 - Administration Totals									Invoice Transactions 3	\$1,020.08
Program 181100 - Marketing										
Account 53310 - Printing										
7242 - Hi-Rise Sign & Lighting LLC	SS-3958	18-kiosk interpretive sign Ferguson Dog Park	Paid by EFT # 39502		02/09/2021	02/09/2021	02/19/2021		02/19/2021	253.51
Account 53310 - Printing Totals									Invoice Transactions 1	\$253.51
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings (Hoosier	149959_123120	18-December 2020 display advertising	Paid by EFT # 39496		02/09/2021	02/09/2021	02/19/2021		02/19/2021	850.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1210132132	18-30 sec spots Winter Palooza on WBWB	Paid by EFT # 39567		02/09/2021	02/09/2021	02/19/2021		02/19/2021	375.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1210132133	18-30 sec spots Winter Palooza on WHCC	Paid by EFT # 39567		02/09/2021	02/09/2021	02/19/2021		02/19/2021	375.00
Account 53320 - Advertising Totals									Invoice Transactions 3	\$1,600.00
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	37876219	18-Renewal Essential Web Hosting-Unix	Paid by Check # 73424		02/09/2021	02/09/2021	02/19/2021		02/19/2021	145.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$145.00
Account 53990 - Other Services and Charges										
6648 - Garrett J Poortinga (Green Hat Media, LLC)	20210125Parks	18-video editing R410 virtual programs Dec	Paid by EFT # 39549		02/09/2021	02/09/2021	02/19/2021		02/19/2021	95.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$95.00
Program 181100 - Marketing Totals									Invoice Transactions 6	\$2,093.51
Program 182001 - Aquatics - Bryan Pool										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001022621	18-Water Sewer Charges January Acct 14187-001	Paid by Check # 73420		02/09/2021	02/09/2021	02/19/2021		02/19/2021	249.46



Board of Park & Recreation Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$249.46
Account 53540 - Natural Gas								
222 - Vectren	5052408489020521	18-Natural Gas January Charges Mills Pool	Paid by Check # 73413	02/08/2021	02/08/2021	02/08/2021	02/10/2021	46.00
222 - Vectren	0250755166021021	18-Natural Gas January Charges Bryan Pool	Paid by Check # 73435	02/09/2021	02/09/2021	02/19/2021	02/19/2021	46.00
Account 53540 - Natural Gas Totals				Invoice Transactions 2				\$92.00
Program 182001 - Aquatics - Bryan Pool Totals				Invoice Transactions 3				\$341.46
Program 182002 - Aquatics - Mills Pool								
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001022621	18-Water Sewer Charges January Acct 14187-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	87.41
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$87.41
Program 182002 - Aquatics - Mills Pool Totals				Invoice Transactions 1				\$87.41
Program 182500 - Frank Southern Center								
Account 43220 - Facility Rentals								
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	616.15
Account 43220 - Facility Rentals Totals				Invoice Transactions 1				\$616.15
Account 43260 - Equipment Rentals								
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	.00
Account 43260 - Equipment Rentals Totals				Invoice Transactions 1				\$0.00
Account 52420 - Other Supplies								
5819 - Synchrony Bank	783874876454	18 - Blackout curtains	Paid by EFT # 39577	02/09/2021	02/09/2021	02/19/2021	02/19/2021	16.43
5819 - Synchrony Bank	584478359459	18 - face masks	Paid by EFT # 39577	02/09/2021	02/09/2021	02/19/2021	02/19/2021	48.40
5819 - Synchrony Bank	533974357636	18 - Blackout curtains	Paid by EFT # 39577	02/09/2021	02/09/2021	02/19/2021	02/19/2021	32.86
5819 - Synchrony Bank	445969869655	18 FSC Cleat hangers, authorized personnel	Paid by EFT # 39577	02/09/2021	02/09/2021	02/19/2021	02/19/2021	61.28
Account 52420 - Other Supplies Totals				Invoice Transactions 4				\$158.97
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001022621	18-Water Sewer Charges January Acct 14187-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	614.87
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$614.87
Account 53540 - Natural Gas								
222 - Vectren	0250573228021021	18-Natural Gas January Charges FSC	Paid by Check # 73435	02/09/2021	02/09/2021	02/19/2021	02/19/2021	731.82
Account 53540 - Natural Gas Totals				Invoice Transactions 1				\$731.82
Account 53910 - Dues and Subscriptions								



Board of Park & Recreation Claim Register

Invoice Date Range 02/03/21 - 02/19/21

4170 - Comcast Cable Communications, INC	11905484520113 21	18-Cable Service FSC	Paid by Check # 73384	02/03/2021	02/03/2021	02/03/2021	02/03/2021	107.81
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1	\$107.81
Program 182500 - Frank Southern Center Totals							Invoice Transactions 9	\$2,229.62
Program 183500 - Golf Services								
Account 43220 - Facility Rentals								
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	.00
Account 43220 - Facility Rentals Totals							Invoice Transactions 1	\$0.00
Account 43260 - Equipment Rentals								
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	26.79
Account 43260 - Equipment Rentals Totals							Invoice Transactions 1	\$26.79
Account 43380 - Other Services								
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	10.00
Account 43380 - Other Services Totals							Invoice Transactions 1	\$10.00
Account 47110 - Miscellaneous								
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	.00
Account 47110 - Miscellaneous Totals							Invoice Transactions 1	\$0.00
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 022621	18-Water Sewer Charges January 4159-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	1,897.88
208 - City Of Bloomington Utilities	14187-001 022621	18-Water Sewer Charges January Acct 14187-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	2,262.37
Account 53530 - Water and Sewer Totals							Invoice Transactions 2	\$4,160.25
Account 53540 - Natural Gas								
222 - Vectren	11546255130205 21	18-Natural Gas January Charges Golf Course	Paid by Check # 73413	02/08/2021	02/08/2021	02/08/2021	02/10/2021	68.94
Account 53540 - Natural Gas Totals							Invoice Transactions 1	\$68.94
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	1190943794 0221	18-Cable Service Cascades Golf	Paid by Check # 73421	02/09/2021	02/09/2021	02/19/2021	02/19/2021	187.22
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1	\$187.22
Program 183500 - Golf Services Totals							Invoice Transactions 8	\$4,453.20
Program 184000 - Natural Resources								
Account 52340 - Other Repairs and Maintenance								
2823 - John Naylor Trucking, LLC	29314	18-Gravel (#8) for Griffy Lake Parking Lot	Paid by EFT # 39517	02/09/2021	02/09/2021	02/19/2021	02/19/2021	252.98
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1	\$252.98



Board of Park & Recreation Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Account 52420 - Other Supplies

818 - Everywhere Signs, LLC	57509	18-Griffy Lake Annual Launch Permits	Paid by EFT # 39489	02/09/2021	02/09/2021	02/19/2021	02/19/2021	200.00
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$200.00
Program 184000 - Natural Resources Totals				Invoice Transactions 2				\$452.98

Program 184500 - Youth Services -Juke Box

Account 52310 - Building Materials and Supplies

5819 - Synchrony Bank	000000 GQZDDX	18-Kid City/AJB Supplies	Paid by Check # 73433	02/09/2021	02/09/2021	02/19/2021	02/19/2021	115.28
Account 52310 - Building Materials and Supplies Totals				Invoice Transactions 1				\$115.28

Account 53610 - Building Repairs

392 - Koorsen Fire & Security, INC	5280750	18-AJB Fire Extinguisher	Paid by EFT # 39522	02/09/2021	02/09/2021	02/19/2021	02/19/2021	122.85
Account 53610 - Building Repairs Totals				Invoice Transactions 1				\$122.85
Program 184500 - Youth Services -Juke Box Totals				Invoice Transactions 2				\$238.13

Program 187001 - Adult Sports-Softball

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001 022621	18-Water Sewer Charges January 4159-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	24.93
208 - City Of Bloomington Utilities	14187-001 022621	18-Water Sewer Charges January Acct 14187-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	889.17
Account 53530 - Water and Sewer Totals				Invoice Transactions 2				\$914.10

Account 53610 - Building Repairs

5415 - Allied Wholesale Electrical Supply, LLC	5617216	18 TLSP Operations repair of irrigation line	Paid by EFT # 39437	02/09/2021	02/09/2021	02/19/2021	02/19/2021	53.19
Account 53610 - Building Repairs Totals				Invoice Transactions 1				\$53.19
Program 187001 - Adult Sports-Softball Totals				Invoice Transactions 3				\$967.29

Program 187202 - Youth Sports-Winslow

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001 022621	18-Water Sewer Charges January 4159-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	1,289.36
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$1,289.36
Program 187202 - Youth Sports-Winslow Totals				Invoice Transactions 1				\$1,289.36

Program 187208 - Youth Sports-Olcott

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	14187-001 022621	18-Water Sewer Charges January Acct 14187-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	501.40
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$501.40
Program 187208 - Youth Sports-Olcott Totals				Invoice Transactions 1				\$501.40

Program 187500 - Banneker

Account 43220 - Facility Rentals



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204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	150.47
Account 43220 - Facility Rentals Totals				Invoice Transactions 1				<u>\$150.47</u>
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	0378	18-BBCC-Institutional Supplies	Paid by Check # 73433	02/09/2021	02/09/2021	02/19/2021	02/19/2021	157.24
Account 52210 - Institutional Supplies Totals				Invoice Transactions 1				<u>\$157.24</u>
Account 52310 - Building Materials and Supplies								
5415 - Allied Wholesale	5621953	18-BBCC-Lights	Paid by EFT # 39437	02/09/2021	02/09/2021	02/19/2021	02/19/2021	83.39
Electrical Supply, LLC								
394 - Kleindorfer Hardware & Variety	658621	18-BBCC-Paint Supplies	Paid by EFT # 39521	02/09/2021	02/09/2021	02/19/2021	02/19/2021	29.31
Account 52310 - Building Materials and Supplies Totals				Invoice Transactions 2				<u>\$112.70</u>
Account 52420 - Other Supplies								
5819 - Synchrony Bank	0063	18-BBCC-Program Supplies	Paid by Check # 73433	02/09/2021	02/09/2021	02/19/2021	02/19/2021	62.12
Account 52420 - Other Supplies Totals				Invoice Transactions 1				<u>\$62.12</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 022621	18-Water Sewer Charges January 4159-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	166.68
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				<u>\$166.68</u>
Account 53540 - Natural Gas								
222 - Vectren	03507450060205 21	18-Natural Gas January Charges Banneker	Paid by Check # 73413	02/08/2021	02/08/2021	02/08/2021	02/10/2021	283.58
Account 53540 - Natural Gas Totals				Invoice Transactions 1				<u>\$283.58</u>
Account 53630 - Machinery and Equipment Repairs								
7467 - Oracle Elevator Holdco, INC(Abell Elevator)	SIN013467	18-BBCC-Oracle Yearly Maintenance Fee	Paid by EFT # 39540	02/09/2021	02/09/2021	02/19/2021	02/19/2021	1,166.11
Account 53630 - Machinery and Equipment Repairs Totals				Invoice Transactions 1				<u>\$1,166.11</u>
Program 187500 - Banneker Totals				Invoice Transactions 8				<u>\$2,098.90</u>
Program 189000 - Operations								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM222582	18-rubber gloves	Paid by EFT # 39491	02/09/2021	02/09/2021	02/19/2021	02/19/2021	104.17
Account 52210 - Institutional Supplies Totals				Invoice Transactions 1				<u>\$104.17</u>
Account 52220 - Agricultural Supplies								
409 - Black Lumber Co. INC	464770	18-(1) pallet (49) 50# bags Environ-blend ice	Paid by EFT # 39453	02/09/2021	02/09/2021	02/19/2021	02/19/2021	881.51
Account 52220 - Agricultural Supplies Totals				Invoice Transactions 1				<u>\$881.51</u>
Account 52230 - Garage and Motor Supplies								
4574 - John Deere Financial (Rural King)	C31024	18-Replacment water pump for vehicle #841-	Paid by Check # 73429	02/09/2021	02/09/2021	02/19/2021	02/19/2021	249.99



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Account 52230 - Garage and Motor Supplies Totals				Invoice Transactions 1				\$249.99
Account 52340 - Other Repairs and Maintenance								
5415 - Allied Wholesale Electrical Supply, LLC	5622854	18-LED wrap arounds, LED single strands.	Paid by EFT # 39437	02/09/2021	02/09/2021	02/19/2021	02/19/2021	194.25
5415 - Allied Wholesale Electrical Supply, LLC	5620782	18-LED lens	Paid by EFT # 39437	02/09/2021	02/09/2021	02/19/2021	02/19/2021	264.00
5415 - Allied Wholesale Electrical Supply, LLC	5620783	18-supplies for new lighting at SYP	Paid by EFT # 39437	02/09/2021	02/09/2021	02/19/2021	02/19/2021	121.10
409 - Black Lumber Co. INC	464246	18-alum flashing	Paid by EFT # 39453	02/09/2021	02/09/2021	02/19/2021	02/19/2021	15.99
313 - Fastenal Company	INBLM222461	18 - Bollard Cover	Paid by EFT # 39491	02/09/2021	02/09/2021	02/19/2021	02/19/2021	91.48
394 - Kleindorfer Hardware & Variety	659033	18-concrete	Paid by EFT # 39521	02/09/2021	02/09/2021	02/19/2021	02/19/2021	28.00
394 - Kleindorfer Hardware & Variety	657916	18-cable crimper, tamper bit	Paid by EFT # 39521	02/09/2021	02/09/2021	02/19/2021	02/19/2021	42.57
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 7				\$757.39
Account 52420 - Other Supplies								
313 - Fastenal Company	INBLM222466	18-1000 ft Do Not Enter Tape	Paid by EFT # 39491	02/09/2021	02/09/2021	02/19/2021	02/19/2021	80.61
5819 - Synchrony Bank	584368843939	18-Otter Box for Iphone	Paid by EFT # 39577	02/09/2021	02/09/2021	02/19/2021	02/19/2021	56.70
Account 52420 - Other Supplies Totals				Invoice Transactions 2				\$137.31
Account 53110 - Engineering and Architectural								
10 - Bledsoe Riggert Cooper & James INC	24317	18-Boundary marking for SYP sanitary sewer	Paid by EFT # 39454	02/09/2021	02/09/2021	02/19/2021	02/19/2021	770.00
Account 53110 - Engineering and Architectural Totals				Invoice Transactions 1				\$770.00
Account 53510 - Electrical Services								
223 - Duke Energy	324036530200220	18-Electric Charges for January 3240-3653-02	Paid by Check # 73390	02/03/2021	02/03/2021	02/03/2021	02/03/2021	23.25
Account 53510 - Electrical Services Totals				Invoice Transactions 1				\$23.25
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	39530-002022621	18-Water Sewer Charges January Acct 39530-002	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	42.92
208 - City Of Bloomington Utilities	4159-001 022621	18-Water Sewer Charges January 4159-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	1,118.60
208 - City Of Bloomington Utilities	14187-001022621	18-Water Sewer Charges January Acct 14187-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	1,764.60
208 - City Of Bloomington Utilities	37123-003020621	18-Water Sewer Charges January Acct 37123-003	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	1,174.90
Account 53530 - Water and Sewer Totals				Invoice Transactions 4				\$4,101.02
Account 53540 - Natural Gas								
222 - Vectren	0252409732020321	18-Natural Gas January Charges Ops	Paid by Check # 73393	02/03/2021	02/03/2021	02/03/2021	02/03/2021	180.57



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222 - Vectren	21501905570205	18-Natural Gas January	Paid by Check #	02/08/2021	02/08/2021	02/08/2021	02/10/2021	39.29
	21	Charges Rosehill 2	73413					
222 - Vectren	21546282490205	18-Natural Gas January	Paid by Check #	02/08/2021	02/08/2021	02/08/2021	02/10/2021	35.40
	21	Charges Rosehill 1	73413					
222 - Vectren	02551894740210	18-Natural Gas January	Paid by Check #	02/09/2021	02/09/2021	02/19/2021	02/19/2021	177.97
	21	Charges SYPM	73435					
Account 53540 - Natural Gas Totals				Invoice Transactions 4				\$433.23
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	001824701574	18-Uniform & mat cleaning services	Paid by EFT #	02/09/2021	02/09/2021	02/19/2021	02/19/2021	21.31
			39442					
19171 - Aramark Uniform & Career Apparel Group, INC	1824711199	18-Uniform & mat cleaning services	Paid by EFT #	02/09/2021	02/09/2021	02/19/2021	02/19/2021	21.31
			39442					
Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 2				\$42.62
Account 53950 - Landfill								
52226 - Hoosier Transfer Station-3140	3140-000018530	18-.26 tons trash removal from Seminary	Paid by EFT #	02/09/2021	02/09/2021	02/19/2021	02/19/2021	54.87
			39506					
2260 - Republic Services, INC	0694-002676636	18-Landfill January Service Adams	Paid by EFT #	02/09/2021	02/09/2021	02/19/2021	02/19/2021	710.17
			39556					
Account 53950 - Landfill Totals				Invoice Transactions 2				\$765.04
Account 53990 - Other Services and Charges								
4572 - Auto Body Specialists	12058	18-Bodywork repairs to vehicle #811(right side	Paid by EFT #	02/09/2021	02/09/2021	02/19/2021	02/19/2021	3,046.32
			39443					
7211 - Crisis Cleaning, INC	3945	18-Encampment clean-up of Seminary (1/16) &	Paid by EFT #	02/09/2021	02/09/2021	02/19/2021	02/19/2021	2,138.25
			39474					
Account 53990 - Other Services and Charges Totals				Invoice Transactions 2				\$5,184.57
Account 54310 - Improvements Other Than Building								
19741 - Mader Design, LLC	1260	18-Griffy fishing pier development and design	Paid by EFT #	02/09/2021	02/09/2021	02/19/2021	02/19/2021	1,500.00
			39524					
Account 54310 - Improvements Other Than Building Totals				Invoice Transactions 1				\$1,500.00
Program 189000 - Operations Totals				Invoice Transactions 29				\$14,950.10
Program 189006 - Switchyard Property								
Account 52210 - Institutional Supplies								
51857 - Flex-Pac, INC	I293511	18 SYP Industrial supplies - some covid	Paid by Check #	02/09/2021	02/09/2021	02/19/2021	02/19/2021	734.66
			73427					
Account 52210 - Institutional Supplies Totals				Invoice Transactions 1				\$734.66
Account 52420 - Other Supplies								
409 - Black Lumber Co. INC	462997	18 SYP LANDSCAPE Pegboard	Paid by EFT #	02/09/2021	02/09/2021	02/19/2021	02/19/2021	89.85
			39453					
4574 - John Deere Financial (Rural King)	C39040	18- SYP pet friendly ice melt-1/29/21	Paid by Check #	02/09/2021	02/09/2021	02/19/2021	02/19/2021	23.97
			73429					
394 - Kleindorfer Hardware & Variety	657818	18 SYP Zip Ties for Gloves for dog park and	Paid by EFT #	02/09/2021	02/09/2021	02/19/2021	02/19/2021	23.87
			39521					



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394 - Kleindorfer Hardware & Variety	658329	18 SYP Torch Kit	Paid by EFT # 39521	02/09/2021	02/09/2021	02/19/2021	02/19/2021	18.99
Account 52420 - Other Supplies Totals				Invoice Transactions 4			\$156.68	
Account 53540 - Natural Gas								
222 - Vectren	0256043968021021	18-Natural Gas January Charges PAV	Paid by Check # 73435	02/09/2021	02/09/2021	02/19/2021	02/19/2021	399.14
Account 53540 - Natural Gas Totals				Invoice Transactions 1			\$399.14	
Account 53610 - Building Repairs								
321 - Harrell Fish, INC (HFI)	W63103	18 SYP Backflow Inspection at Pavilion	Paid by EFT # 39501	02/09/2021	02/09/2021	02/19/2021	02/19/2021	110.00
Account 53610 - Building Repairs Totals				Invoice Transactions 1			\$110.00	
Account 53920 - Laundry and Other Sanitation Services								
53657 - Plymate, INC	2986368	18 SYP Vestibule Rug Service	Paid by EFT # 39547	02/09/2021	02/09/2021	02/19/2021	02/19/2021	111.33
Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 1			\$111.33	
Program 189006 - Switchyard Property Totals				Invoice Transactions 8			\$1,511.81	
Program 189500 - Landscaping								
Account 52420 - Other Supplies								
4660 - A.M. Leonard, INC	CI21141866	18- LAND 3 Leaf rakes (backordered since	Paid by EFT # 39435	02/09/2021	02/09/2021	02/19/2021	02/19/2021	37.02
Account 52420 - Other Supplies Totals				Invoice Transactions 1			\$37.02	
Account 53130 - Medical								
231 - IU Health OCC Health Services	00114229-00	18- Hep B vaccines	Paid by EFT # 39515	02/09/2021	02/09/2021	02/19/2021	02/19/2021	121.00
Account 53130 - Medical Totals				Invoice Transactions 1			\$121.00	
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	41294-001 022621	18-Water Sewer Charges January Acct 41294-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	129.79
208 - City Of Bloomington Utilities	4159-001 022621	18-Water Sewer Charges January 4159-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	157.59
208 - City Of Bloomington Utilities	14187-001 022621	18-Water Sewer Charges January Acct 14187-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	94.78
208 - City Of Bloomington Utilities	200807-003 02262	18-Water Sewer Charges January Charges Acct	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	94.78
Account 53530 - Water and Sewer Totals				Invoice Transactions 4			\$476.94	
Program 189500 - Landscaping Totals				Invoice Transactions 6			\$634.96	
Program 189501 - Cemeteries								
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	41294-001 022621	18-Water Sewer Charges January Acct 41294-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	312.37
Account 53530 - Water and Sewer Totals				Invoice Transactions 1			\$312.37	



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Program 189503 - Urban Forestry

Account 52420 - Other Supplies

4574 - John Deere Financial (Rural King)	C35298	18-UF-orange snow fence-1/25/21	Paid by Check # 73429	02/09/2021	02/09/2021	02/19/2021	02/19/2021	49.99
394 - Kleindorfer Hardware & Variety	658177	18-snow fence	Paid by EFT # 39521	02/09/2021	02/09/2021	02/19/2021	02/19/2021	35.99

Program 189501 - Cemeteries Totals

Invoice Transactions 1

\$312.37

Account 52420 - Other Supplies Totals

Invoice Transactions 2

\$85.98

Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards	1578733107	18-Registration for Tree Risk Assessment	Paid by Check # 73424	02/09/2021	02/09/2021	02/19/2021	02/19/2021	662.50
3560 - First Financial Bank / Credit Cards	0003698718	18- Tax Refund on Registration for Tree Risk	Paid by Check # 73424	02/09/2021	02/09/2021	02/19/2021	02/19/2021	(37.50)

Account 53160 - Instruction Totals

Invoice Transactions 2

\$625.00

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	41294-001 022621	18-Water Sewer Charges January Acct 41294-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	12.79
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Account 53530 - Water and Sewer Totals

Invoice Transactions 1

\$12.79

Account 53990 - Other Services and Charges

3735 - Bluestone, LLC	7069	18 - UF - Tree Removal	Paid by EFT # 39460	02/09/2021	02/09/2021	02/19/2021	02/19/2021	1,292.30
3735 - Bluestone, LLC	7070	18-tree removal	Paid by EFT # 39460	02/09/2021	02/09/2021	02/19/2021	02/19/2021	1,066.40
3735 - Bluestone, LLC	7159	18-tree pruning	Paid by EFT # 39460	02/09/2021	02/09/2021	02/19/2021	02/19/2021	357.88

Account 53990 - Other Services and Charges Totals

Invoice Transactions 3

\$2,716.58

Program 189503 - Urban Forestry Totals

Invoice Transactions 8

\$3,440.35

Department 18 - Parks & Recreation Totals

Invoice Transactions 99

\$36,622.93

Fund 200 - Parks and Recreation Gen (S1301) Totals

Invoice Transactions 99

\$36,622.93

Fund 201 - Parks and Rec Non Reverting

Department 18 - Parks & Recreation

Program 182003 - Aquatics-Health & Safety

Account 53990 - Other Services and Charges

4504 - American National Red Cross	22313345	18-American Red Cross Training Staff	Paid by EFT # 39439	02/09/2021	02/09/2021	02/19/2021	02/19/2021	210.00
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Account 53990 - Other Services and Charges Totals

Invoice Transactions 1

\$210.00

Program 182003 - Aquatics-Health & Safety Totals

Invoice Transactions 1

\$210.00

Program 182500 - Frank Southern Center

Account 43250 - Player Fees

Bloomington Parks Bloomington Parks Foundation	2021-00000128	18-Refunds	Paid by Check # 73438	02/09/2021	02/09/2021	02/19/2021	02/19/2021	290.70
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Tyler Curry	2021-00000119	18-Refunds	Paid by Check # 73440	02/09/2021	02/09/2021	02/19/2021	02/19/2021	332.00
Andreas Foerster	2021-00000117	18-Refunds	Paid by Check # 73441	02/09/2021	02/09/2021	02/19/2021	02/19/2021	444.00
Kristin Garner	2021-00000116	18-Refunds	Paid by Check # 73442	02/09/2021	02/09/2021	02/19/2021	02/19/2021	27.50
Stephanie Golberg-Dugan	2021-00000121	18-Refunds	Paid by Check # 73443	02/09/2021	02/09/2021	02/19/2021	02/19/2021	352.00
Lisa Gough	2021-00000120	18-Refunds	Paid by Check # 73444	02/09/2021	02/09/2021	02/19/2021	02/19/2021	352.00
Blair Johnson	2021-00000122	18-Refunds	Paid by Check # 73445	02/09/2021	02/09/2021	02/19/2021	02/19/2021	332.00
Nick Kuypers	2021-00000115	18-Refunds	Paid by Check # 73446	02/09/2021	02/09/2021	02/19/2021	02/19/2021	244.00
Anne Leonard	2021-00000124	18-Refunds	Paid by Check # 73447	02/09/2021	02/09/2021	02/19/2021	02/19/2021	166.00
Warren Maynard	2021-00000125	18-Refunds	Paid by Check # 73448	02/09/2021	02/09/2021	02/19/2021	02/19/2021	166.00
Jessica Monroe	2021-00000118	18-Refunds	Paid by Check # 73449	02/09/2021	02/09/2021	02/19/2021	02/19/2021	122.00
Kristen Nickell	2021-00000123	18-Refunds	Paid by Check # 73451	02/09/2021	02/09/2021	02/19/2021	02/19/2021	166.00
Alice Pelston	2021-00000126	18-Refunds	Paid by Check # 73452	02/09/2021	02/09/2021	02/19/2021	02/19/2021	176.00
Leeanna Powell	2021-00000127	18-Refunds	Paid by Check # 73453	02/09/2021	02/09/2021	02/19/2021	02/19/2021	166.00

Account **43250 - Player Fees** Totals

Invoice Transactions 14

\$3,336.20

Program **182500 - Frank Southern Center** Totals

Invoice Transactions 14

\$3,336.20

Program **183500 - Golf Services**

Account **43290 - Concessions**

204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	3.64
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Account **43290 - Concessions** Totals

Invoice Transactions 1

\$3.64

Program **183500 - Golf Services** Totals

Invoice Transactions 1

\$3.64

Program **183501 - Golf Course - Pro Shop**

Account **43340 - Pro Shop Sales**

204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	21.19
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Account **43340 - Pro Shop Sales** Totals

Invoice Transactions 1

\$21.19

Account **52330 - Street , Alley, and Sewer Material**

53619 - Ping, INC	15501140	18-pro shop items	Paid by EFT # 39545	02/09/2021	02/09/2021	02/19/2021	02/19/2021	695.43
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Account **52330 - Street , Alley, and Sewer Material** Totals

Invoice Transactions 1

\$695.43



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Program 184500 - Youth Services -Juke Box				Program 183501 - Golf Course - Pro Shop Totals				Invoice Transactions 2		\$716.62
Account 43220 - Facility Rentals										
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	10.72		
				Account 43220 - Facility Rentals Totals				Invoice Transactions 1		\$10.72
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 022621	18-Water Sewer Charges January Acct 14187-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	87.89		
				Account 53530 - Water and Sewer Totals				Invoice Transactions 1		\$87.89
Account 53540 - Natural Gas										
222 - Vectren	79535304850210 21	18-Natural Gas January Charges AJB	Paid by Check # 73435	02/09/2021	02/09/2021	02/19/2021	02/19/2021	130.79		
				Account 53540 - Natural Gas Totals				Invoice Transactions 1		\$130.79
				Program 184500 - Youth Services -Juke Box Totals				Invoice Transactions 3		\$229.40
Program 185000 - Twin Lakes Recreation Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	120.47		
				Account 43220 - Facility Rentals Totals				Invoice Transactions 1		\$120.47
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0259295	18 - TLRC Facility Institutional Supplies	Paid by EFT # 39492	02/09/2021	02/09/2021	02/19/2021	02/19/2021	1,323.23		
5819 - Synchrony Bank	946479633955	18-Amazon polishing kit/water filters TLRC	Paid by EFT # 39577	02/09/2021	02/09/2021	02/19/2021	02/19/2021	13.99		
				Account 52210 - Institutional Supplies Totals				Invoice Transactions 2		\$1,337.22
Account 52310 - Building Materials and Supplies										
294 - All-Phase Electric Supply, INC	0740-1001083	18 - TLRC electrical Supplies	Paid by EFT # 39436	02/09/2021	02/09/2021	02/19/2021	02/19/2021	354.36		
394 - Kleindorfer Hardware & Variety	657493	18-paint supplies	Paid by EFT # 39521	02/09/2021	02/09/2021	02/19/2021	02/19/2021	35.46		
394 - Kleindorfer Hardware & Variety	657602	18-door closer	Paid by EFT # 39521	02/09/2021	02/09/2021	02/19/2021	02/19/2021	55.99		
394 - Kleindorfer Hardware & Variety	657208	18-bolts and washers	Paid by EFT # 39521	02/09/2021	02/09/2021	02/19/2021	02/19/2021	3.72		
5819 - Synchrony Bank	946479633955	18-Amazon polishing kit/water filters TLRC	Paid by EFT # 39577	02/09/2021	02/09/2021	02/19/2021	02/19/2021	113.00		
				Account 52310 - Building Materials and Supplies Totals				Invoice Transactions 5		\$562.53
Account 52420 - Other Supplies										
5819 - Synchrony Bank	855534794998	18-Amazon - Upright Vacuum Cleaner TLRC	Paid by EFT # 39577	02/09/2021	02/09/2021	02/19/2021	02/19/2021	69.99		
				Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$69.99



Board of Park & Recreation Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Account 53310 - Printing

2895 - Rapid Reproductions, INC	103071	18-TLRC advertising banner Crazy Horse	Paid by EFT # 39553	02/09/2021	02/09/2021	02/19/2021	02/19/2021	99.84
Account 53310 - Printing Totals				Invoice Transactions 1				<u>\$99.84</u>

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	39530-002 022621	18-Water Sewer Charges January Acct 39530-002	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	514.93
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				<u>\$514.93</u>

Account 53540 - Natural Gas

222 - Vectren	02527656230203 21	18-Natural Gas January Charges TLRC	Paid by Check # 73393	02/03/2021	02/03/2021	02/03/2021	02/03/2021	684.45
Account 53540 - Natural Gas Totals				Invoice Transactions 1				<u>\$684.45</u>

Account 53610 - Building Repairs

53657 - Plymate, INC	2988044	18 - TLRC Entry Mat Service	Paid by EFT # 39547	02/09/2021	02/09/2021	02/19/2021	02/19/2021	78.62
Account 53610 - Building Repairs Totals				Invoice Transactions 1				<u>\$78.62</u>

Account 53650 - Other Repairs

392 - Koorsen Fire & Security, INC	5335743	18 - TLRC Annual Fire Sprinkler & Fire Alarm	Paid by EFT # 39522	02/09/2021	02/09/2021	02/19/2021	02/19/2021	1,380.00
Account 53650 - Other Repairs Totals				Invoice Transactions 1				<u>\$1,380.00</u>
Program 185000 - Twin Lakes Recreation Center Totals				Invoice Transactions 14				<u>\$4,848.05</u>

Program 185002 - TLRC-Health & Wellness

Account 53940 - Temporary Contractual Employee

6161 - Morgan Ashley Banks	02042021	18-TLRC Fitness Specialist	Paid by EFT # 39445	02/09/2021	02/09/2021	02/19/2021	02/19/2021	268.75
7276 - Kaitlyn Clementi	020321	18-TLRC Fitness Specialist	Paid by EFT # 39471	02/09/2021	02/09/2021	02/19/2021	02/19/2021	60.00
7207 - Ayaa Elgoharry	020421	18-TLRC Fitness Specialist	Paid by EFT # 39484	02/09/2021	02/09/2021	02/19/2021	02/19/2021	125.00
7086 - Rivkah L Moore	020521	18-TLRC Fitness Specialist	Paid by EFT # 39533	02/09/2021	02/09/2021	02/19/2021	02/19/2021	187.50
1973 - Megan M Stark	020521	18-TLRC Fitness Specialist	Paid by EFT # 39574	02/09/2021	02/09/2021	02/19/2021	02/19/2021	105.00
Account 53940 - Temporary Contractual Employee Totals				Invoice Transactions 5				<u>\$746.25</u>
Program 185002 - TLRC-Health & Wellness Totals				Invoice Transactions 5				<u>\$746.25</u>

Program 185003 - TLRC-Basketball

Account 52420 - Other Supplies

11693 - The Award Center, INC	60156	18- Duke Power Line Trail Design	Paid by EFT # 39579	02/09/2021	02/09/2021	02/19/2021	02/19/2021	90.00
Account 52420 - Other Supplies Totals				Invoice Transactions 1				<u>\$90.00</u>
Program 185003 - TLRC-Basketball Totals				Invoice Transactions 1				<u>\$90.00</u>

Program 185006 - TLRC-Concessions



Board of Park & Recreation Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Account 43290 - Concessions

204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	10.39
Account 43290 - Concessions Totals				Invoice Transactions 1				\$10.39

Account 43300 - Vending

204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	5.11
Account 43300 - Vending Totals				Invoice Transactions 1				\$5.11
Program 185006 - TLRC-Concessions Totals				Invoice Transactions 2				\$15.50

Program 186500 - Community Events

Account 52420 - Other Supplies

3560 - First Financial Bank / Credit Cards	34137082520054 74	18- Supplies for CE Programs/Clorox Wipes	Paid by Check # 73424	02/09/2021	02/09/2021	02/19/2021	02/19/2021	68.71
4798 - Fun Express, LLC	707591779-01	18- craft items for Winter Palooza	Paid by EFT # 39495	02/09/2021	02/09/2021	02/19/2021	02/19/2021	284.90
5819 - Synchrony Bank	1030	18- Prizes for Disney Trivia	Paid by Check # 73433	02/09/2021	02/09/2021	02/19/2021	02/19/2021	40.78
Account 52420 - Other Supplies Totals				Invoice Transactions 3				\$394.39
Program 186500 - Community Events Totals				Invoice Transactions 3				\$394.39

Program 186503 - Community Events-Farmers' Market

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	82116-001 012921	18-Water Sewer Charges Dec 82116-001	Paid by Check # 73382	02/03/2021	02/03/2021	02/03/2021	02/03/2021	10.79
208 - City Of Bloomington Utilities	82116-001 022621	18-Water Sewer Charges January Acct 82116-001	Paid by Check # 73420	02/09/2021	02/09/2021	02/19/2021	02/19/2021	10.79
Account 53530 - Water and Sewer Totals				Invoice Transactions 2				\$21.58
Program 186503 - Community Events-Farmers' Market Totals				Invoice Transactions 2				\$21.58

Program 186506 - Performing Art Series

Account 52420 - Other Supplies

3560 - First Financial Bank / Credit Cards	34137082520054 74	18- Supplies for CE Programs/Clorox Wipes	Paid by Check # 73424	02/09/2021	02/09/2021	02/19/2021	02/19/2021	19.96
337 - Stansifer Radio Co, INC	36166	18- Cables and adapters to convert VGA to HDMI	Paid by EFT # 39573	02/09/2021	02/09/2021	02/19/2021	02/19/2021	50.08
Account 52420 - Other Supplies Totals				Invoice Transactions 2				\$70.04
Program 186506 - Performing Art Series Totals				Invoice Transactions 2				\$70.04

Program 187001 - Adult Sports-Softball

Account 43220 - Facility Rentals

204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	106.18
Account 43220 - Facility Rentals Totals				Invoice Transactions 1				\$106.18
Program 187001 - Adult Sports-Softball Totals				Invoice Transactions 1				\$106.18



Board of Park & Recreation Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Program 187006 - Adult Sports-Concessions

Account 53650 - Other Repairs

392 - Koorsen Fire & Security, INC	5338973	18 - TLSP Concessions Fire Suppression Hood	Paid by EFT # 39522	02/09/2021	02/09/2021	02/19/2021	02/19/2021	177.00
			Account 53650 - Other Repairs Totals			Invoice Transactions 1		\$177.00
			Program 187006 - Adult Sports-Concessions Totals			Invoice Transactions 1		\$177.00

Program 189003 - Operations-Open Shelters

Account 43220 - Facility Rentals

204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	22.08
			Account 43220 - Facility Rentals Totals			Invoice Transactions 1		\$22.08
			Program 189003 - Operations-Open Shelters Totals			Invoice Transactions 1		\$22.08

Program 189006 - Switchyard Property

Account 43220 - Facility Rentals

204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	58.44
			Account 43220 - Facility Rentals Totals			Invoice Transactions 1		\$58.44
			Program 189006 - Switchyard Property Totals			Invoice Transactions 1		\$58.44
			Department 18 - Parks & Recreation Totals			Invoice Transactions 54		\$11,045.37
			Fund 201 - Parks and Rec Non Reverting Totals			Invoice Transactions 54		\$11,045.37

Fund 980 - 2018 BicentennialBnd Prcd900030

Department 18 - Parks & Recreation

Program 18018A - 7th St Green Way, RCA Power Line

Account 54510 - Other Capital Outlays

5641 - AZTEC Engineering Group, INC	201005	18- Duke Power Line Trail Design	Paid by EFT # 39444	02/09/2021	02/09/2021	02/19/2021	02/19/2021	18,184.00
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions 1		\$18,184.00
			Program 18018A - 7th St Green Way, RCA Power Line Totals			Invoice Transactions 1		\$18,184.00

Program 18018B - Griffy Loop Trail Lower Cascades

Account 54510 - Other Capital Outlays

19741 - Mader Design, LLC	1261	18- Griffy Lake Loop Trail Design	Paid by EFT # 39524	02/09/2021	02/09/2021	02/19/2021	02/19/2021	3,000.00
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions 1		\$3,000.00
			Program 18018B - Griffy Loop Trail Lower Cascades Totals			Invoice Transactions 1		\$3,000.00
			Department 18 - Parks & Recreation Totals			Invoice Transactions 2		\$21,184.00
			Fund 980 - 2018 BicentennialBnd Prcd900030 Totals			Invoice Transactions 2		\$21,184.00
			Grand Totals			Invoice Transactions 155		\$68,852.30

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/19/2021	Claims				68,852.30
					<u>68,852.30</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 \$ 68,852.30

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
1/29/2021	Payroll				111,333.79
					<u>111,333.79</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 111,333.79

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/12/2021	Payroll				121,140.12
					<u>121,140.12</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 121,140.12

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2021-00001133	BA	GL	02/01/2021	Budget Amendment				
G/L Date	G/L Account Number	Account Description	Description		Source	Increase Amount	Decrease Amount		
02/01/2021	201-18-G20002-51120	Salaries and Wages - Temporary	Budget Amendment			10,893.80	.00		
02/01/2021	201-18-G20002-51210	FICA	Budget Amendment			927.05	.00		
02/01/2021	201-18-G20002-53610	Building Repairs	Budget Amendment			548.85	.00		
02/01/2021	201-18-G20002-52420	Other Supplies	Budget Amendment			10,000.00	.00		
02/01/2021	201-18-G20002-54440	Motor Equipment	Budget Amendment			2.88	.00		
02/01/2021	201-18-G20002-54450	Equipment	Budget Amendment			332.13	.00		
02/01/2021	201-18-G20002-47250	Grant - Other	Budget Amendment			22,704.71	.00		
Number of Entries: 7						\$45,409.42	\$0.00		



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2021-00001144	BA	GL	02/01/2021	Budget Amendment				
					</				



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2021-00001145	BA	GL	02/01/2021	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>			
02/01/2021	201-18-G20010-51120	Salaries and Wages - Temporary	Budget Amendment		17,500.00	.00			
02/01/2021	201-18-G20010-51210	FICA	Budget Amendment		2,500.00	.00			
02/01/2021	201-18-G20010-52210	Institutional Supplies	Budget Amendment		2,500.00	.00			
02/01/2021	201-18-G20010-52420	Other Supplies	Budget Amendment		15,500.00	.00			
02/01/2021	201-18-G20010-53990	Other Services and Charges	Budget Amendment		2,000.00	.00			
02/01/2021	201-18-G20010-47250	Grant - Other	Budget Amendment		40,000.00	.00			
Number of Entries: 6					<u>\$80,000.00</u>	<u>\$0.00</u>			

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2020	2020	2020	2020	2021	2021	2021	
January	Total	Actual	Expenses	% of Expense	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	January	to date	Budget	January	to date	change
General Fund								
Administration	737,200	754,943	135,580	17.96%	717,168	183,003	25.52%	34.98%
Health & Wellness	107,016	87,486	11,906	13.61%	86,927	9,400	10.81%	-21.05%
Community Relations	487,964	382,301	57,383	15.01%	498,198	51,383	11.52%	-10.46%
Aquatics	378,257	41,799	5,287	12.65%	314,868	2,282	0.72%	-56.84%
Frank Southern Center	381,828	313,225	53,965	17.23%	369,516	28,081	7.60%	-47.96%
Golf Services	706,904	752,234	51,912	6.90%	720,425	38,693	5.37%	-25.46%
Natural Resources	388,562	356,217	33,026	9.27%	390,401	17,934	4.59%	-45.70%
Youth Programs	62,293	73,338	9,147	12.47%	73,773	8,521	11.55%	-6.85%
TLRC	294,799	286,735	39,264	13.69%	278,629	29,941	10.75%	-23.75%
Community Events	405,346	416,547	56,441	13.55%	418,379	43,928	10.50%	-22.17%
Adult Sports	286,511	191,953	20,648	10.76%	244,078	15,412	6.31%	-25.36%
Youth Sports	295,022	229,703	17,075	7.43%	231,548	16,491	7.12%	-3.42%
BBCC	444,450	309,347	46,863	15.15%	419,321	42,165	10.06%	-10.03%
Inclusive Recreation	86,491	89,526	7,725	8.63%	89,535	5,702	6.37%	-26.19%
Operations	1,979,870	1,803,531	159,804	8.86%	1,865,916	138,303	7.41%	-13.45%
Switchyard Property	256,821	200,725	13,560	6.76%	410,662	18,806	4.58%	38.68%
Landscaping	613,368	514,742	41,731	8.11%	654,879	43,802	6.69%	4.96%
Cemeteries	211,863	180,755	17,810	9.85%	214,404	19,200	8.96%	7.80%
Urban Forestry	514,292	378,572	34,201	9.03%	501,313	36,470	7.27%	6.63%
Recover Forward	50,000	50,000		0.00%			0.00%	0.00%
General Fund total:	7,901,657	7,413,677	813,328	10.97%	8,499,941	749,517	8.82%	-7.85%
Non-Reverting Fund								
Administration	14,650	13,277	2,033	15.31%	18,550	2,189	11.80%	7.67%
Health & Wellness	1,650	18,293	0	0.00%	2,450	0	0.00%	0.00%
Community Relations	5,350	7,824	0	0.00%	5,350	0	0.00%	0.00%
Aquatics	81,959	79,918	0	0.00%	55,544	0	0.00%	0.00%
Frank Southern Center	86,859	100,685	8,774	8.71%	87,669	3,177	3.62%	-63.79%
Golf Services	168,852	142,148	0	0.00%	126,758	748	0.59%	0.59%
Natural Resources	65,429	23,982	27,954	116.56%	70,610	0	0.00%	-100.00%
Youth Programs	238,025	99,238	3,784	3.81%	214,782	1,697	0.79%	-55.16%
*TLRC - day to day	570,919	447,049	32,579	7.29%	633,489	15,928	2.51%	-51.11%
Community Events	250,680	188,015	19,898	10.58%	216,119	7,435	3.44%	-62.63%
Adult Sports	140,331	72,275	577	0.80%	135,504	800	0.59%	38.64%
Youth Sports	9,482	54,592	1,171	2.14%	9,578	908	9.48%	-22.43%
BBCC	41,962	19,493	0	0.00%	2,560	0	0.00%	0.00%
Childcare Program	0	1,399	0	0.00%	0	0	0.00%	0.00%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	42,610	21,991	0	0.00%	46,110	25	0.05%	100.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,577	41,870	1,290	3.08%	27,672	4,044	14.61%	213.50%
Landscaping (CCC P	6,150	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	0	940	0	0.00%	6,350	0	0.00%	0.00%
N-R Fund subtotal:	1,752,484	1,332,989	98,060	7.36%	1,659,093	36,951	2.23%	-62.32%
TLRC - bond	482,000	481,738		0.00%	474,100	236,306	49.84%	100.00%
N-R Fund total:	2,234,484	1,814,726	98,060	5.40%	2,133,193	273,257	12.81%	178.66%

Other Misc Funds								
15-16 MCCSC 21st C	884				884			
16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn	9,208	2,996			136			
20-21 MCCSC 21st Com Learn					1,503			
Community Banneker Bus	39,995							
G14006 Out-of School Prg.								
G15008 Summer Fod	11,115	33,346			11,115			
G15009 Nature Days S/Star								
Griffy Lake Nature Day	14,269							
Wapehani I-69 Mitigation								
Leonard Springs Nature								
Banneker Nature Day	3,659							
DNR Grant								
Kaboom Play								
Youth & Adolescent Phy Act	9,936							
Goat Farm								
Giffy LARE		6,300						
Deer Cull		25,000						
Banneker ROI		177,541				1,307		
Other Misc Funds total:	21,935	106,778	2,996	2.81%	11,999	2,946		
TOTAL ALL FUNDS	10,158,076	9,335,181	914,384	9.80%	10,645,134	1,025,720	9.64%	12.18%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues January 2021								
	2020	2020	2020	2020	2021	2021	2021	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	<u>Budget</u>	<u>for year</u>	<u>January</u>	<u>to date</u>	<u>for year</u>	<u>January</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,513,025	7,175,967	6,513,025	100.00%	6,540,158	6,540,158	100.00%	0.00%
Administration	500	28,131	0	0.00%	500	83	16.68%	100.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	186,000	0	0	0.00%	186,600	0	0.00%	0.00%
Frank Southern	199,300	123,312	28,624	23.21%	215,100	9,293	4.32%	-67.53%
Golf Services	599,500	682,689	5,644	0.83%	572,000	1,417	0.25%	-74.90%
Natural Resources	0	0	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	12,165	914	300	2.21%	12,900	15	0.12%	-95.00%
Adult Sports	54,000	13,563	-45	-0.33%	48,500	0	0.00%	100.00%
Youth Sports	30,500	10,828	-257	-2.38%	39,800	-163	-0.41%	-36.51%
BBCC	15,000	6,027	0	0.00%	15,000	2,208	14.72%	100.00%
Operations	0	85	0	0.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	32,525	47,750	2,175	4.55%	28,150	3,450	12.26%	58.62%
Urban Forestry		0	0	0.00%			0.00%	0.00%
Recover Forward		50,000	0				0.00%	0.00%
Subtotal Program Re	1,129,490	963,298	36,441	3.78%	1,118,550	16,303	1.46%	-55.26%
General Fund Total	7,642,515	8,139,265	6,549,466	80.47%	7,658,708	6,556,461	85.61%	0.11%
Non-Reverting Fund								
Administration	35,600	16,415	6,510	39.66%	35,600	76	0.21%	-98.84%
Health & Wellness	3,915	23,764	0	0.00%	3,250	0	0.00%	0.00%
Community Relations	5,400	8,089	2,000	24.72%	5,400	0	0.00%	-100.00%
Aquatics	86,301	2,692	0	0.00%	85,503	0	0.00%	0.00%
Frank Southern	123,300	55,031	15,981	29.04%	102,200	-504	-0.49%	-103.15%
Golf Services	156,500	160,799	446	0.28%	149,300	152	0.10%	-66.00%
Natural Resources	70,000	61,656	318	0.51%	71,400	177	0.25%	-44.41%
Youth Programs	246,740	116,867	5,313	4.55%	246,740	323	0.13%	-93.92%
*TLRC -Operational	1,065,974	451,170	84,327	18.69%	730,428	24,042	3.29%	-71.49%
Community Events	200,311	93,604	8,726	9.32%	192,459	2,639	1.37%	-69.76%
Adult Sports	143,500	39,589	5,078	12.83%	138,300	1,635	1.18%	-67.80%
Youth Sports	4,002	1,344	-2	-0.15%	3,502	0	0.00%	100.00%
BBCC	7,600	19,524	119	0.61%	7,600	634	8.34%	433.10%
Operations	64,800	38,706	3,318	8.57%	68,900	2,025	2.94%	-38.98%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Prop	12,500	27,491	7,076	25.74%	31,500	900	2.86%	-87.28%
Landscaping	0	750	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,500	7,900	0	0.00%	9,500	0	0.00%	0.00%
N-R Fund subtotal:	2,236,343	1,125,393	139,210	12.37%	1,881,982	32,097	1.71%	-76.94%
Other Misc Funds								

G-17-18 MCCSC 21st	14,210				30,000			
G18-19 MCCSC 21st C	30,000				30,000			
G19-20 MCCSC 21st C	30,000				14,210			
G14009 Summer Food	27,864				27,864			
Communit Banneker B	45,000				45,000			
Kaboom Play Everywhere								
NRPA Nutrition Hub								
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt								
G15008 Leonard Spring								
G15009 Griffy Nature Days								
(902) Rose Hill Trust			85					
Banneker ROI								
Banneker Nature Days								
Yth & Adolescent Phy	8,000				8,000			
Nature Days Star								
2019 Deer Cull IN DNR CHAP					25,000	25,000		
Other Misc Funds total:	155,074	0	85		180,074	25,000		
TOTAL ALL FUNDS	10,033,932	9,264,658	6,688,761	72.20%	9,720,764	6,613,558	68.04%	-1.12%

	Non-Reverting Cash Balances	1	2	3	4	5	6	7
		Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
		Balance	as of	Misc.	as of	from	Revenue	Balance
		1/1/2021	1/31/2021	revenue	1/31/2021	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	263,161.73	75.50		2,188.82	0.00	(2,113.32)	261,048.41
181001	Health & Wellness	14,884.91	0.00		0.00	0.00	0.00	14,884.91
181100	Community Relations	34,679.89	0.00		0.00	0.00	0.00	34,679.89
182001	Aquatics	311,829.23	0.00		0.00	0.00	0.00	311,829.23
182500	Frank Southern Center	145,619.91	(503.50)		3,176.95	0.00	(3,680.45)	141,939.46
183500	Golf Course	162,151.68	151.59		748.32	0.00	(596.73)	161,554.95
184000	Natural Resources	329,236.85	176.50		0.00	0.00	176.50	329,413.35
184500	Allison Jukebox	290,192.83	323.00		1,696.99	0.00	(1,373.99)	288,818.84
185000	TLRC	(2,235,133.79)	16,558.42		252,234.06	0.00	(235,675.64)	(2,470,809.43)
185009	TLRC Reserve	631,401.59	7,483.42		0	0.00	48.43	631,450.02
186500	Community Events	543,891.59	2,638.91		7,434.99	0.00	(4,796.08)	545,730.37
187001	Adult Sports	2,251.34	1,635.00		800.13	0.00	834.87	3,086.21
187202	Youth Sports	6,198.34	0.00		908.26	0.00	(908.26)	5,290.08
187209	Skate Park	575.42	0		0	0.00	0.00	1,209.28
187500	Benjamin Banneker Comm Center	64,551.43	633.86		0.00	0.00	633.86	65,185.29
	Childcare Program	(1,399.03)	0.00		0.00	0.00	0.00	(1,399.03)
189000	Operations	194,525.72	2,024.78		4,068.72	0.00	(2,043.94)	192,481.78
189005	Dog Park	5,993.79	0.00		0.00	0.00	0.00	5,993.79
**189006	Switchyard Property	223,929.49	900.00		0.00	0.00	900.00	224,829.49
189500	Landscaping	13,454.36	0.00		0.00	0.00	0.00	13,454.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	0.00	1,497.00
189503	Urban Forestry	28,477.22	0.00		0.00	0.00	0.00	28,477.22
10002.01	Change Fund	0.00	0.00		0.00	0.00	0.00	0.00
201-24105	Deposits	0.00	0.00		0.00	0.00	0.00	0.00
	TOTALS	1,031,971.50	32,097.48	0.00	273,257.24	0.00	(248,594.75)	790,645.47

* 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.

(241,326.03)

**INCREASE/DECREASE
FOR THE CURRENT**

Bloomington Parks and Recreation Surplus Declaration Form

Jan-21

Jan-21

[illegible]



STAFF REPORT

Agenda Item: B-1
Date: 2/18/21

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sean Starowitz, Economic and Sustainable Development Department
DATE: February 23, 2021
SUBJECT: 2021 BUSKIRK- CHUMLEY THEATER MANAGEMENT, INC. PARTNERSHIP AGREEMENT

Recommendation

Staff recommends approval of the 2021 Buskirk-Chumley Theater Management, Inc. Partnership Agreement.

Background:

The Buskirk-Chumley Theater is owned by the City of Bloomington and has been successfully administered and maintained through a cooperative partnership agreement between the City of Bloomington Parks and Recreation department, Board of Public Works, RDC and Buskirk-Chumley Theater Management, Inc. (BCTM) since 2001.

The current agreement will expire on March 1, 2021. In 2020, the City Council budget will provide \$55,000 in operational fund support to BCTM through an appropriation from the 2021 Council office. The Public Works department and Board of Public Works will administer those funds.

The Parks Department shall provide up to \$15,000 for eligible maintenance projects. Operations Division Director will work with BCT Director on the distribution of these funds.

In addition, the Redevelopment Commission shall provide up to \$74,000 from the

2021-January

Consolidated TIF (Tax Increment Funding) account for eligible and permitted rehabilitation and repair expenses at the theater. The Parks and Recreation department will administer those funds.

Both the Redevelopment Commission and Board of Public Works have approved this agreement at their perspective meetings on 2/16/21.

RESPECTFULLY SUBMITTED,

Sean M. Starowitz, Assistant Director for the Arts, Economic and Sustainable Development Department.



PARTNERSHIP AGREEMENT

This Agreement, made and entered into this ____ day of February, 2021, by and between the **City of Bloomington, Indiana** (“City”) by its **Mayor, Board of Park Commissioners (“Parks Board”), and Redevelopment Commission (“Commission”)** and **BCT Management, Inc.**, an Indiana non-profit corporation (“BCTM”).

WITNESSETH:

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

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

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

WHEREAS, the previous Management Agreement between the City and BCTM was set to expire on December 31, 2020; and

WHEREAS, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of January 1, 2021 through December 31, 2021, with the intent to continue the parties’ successful relationship into the future; and

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

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

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

1. PURPOSE OF AGREEMENT

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

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2021, to December 31, 2021, unless early termination occurs as described in paragraph 6(j), below.

3. FUNDING

The City shall, for the term of this Agreement, provide Fifty Five Thousand Dollars (\$55,000.00) to support the operations and programming at the BCT (“Operations Funding”). The Operations Funding shall be paid in four (4) quarterly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00). These funds shall not be used for capital needs of the BCTM.

The City through its Parks and Recreation Department shall, for the term of this Agreement, provide up to Fifteen Thousand Dollars (\$15,000.00) for emergency repairs at the BCT, unless the Parties otherwise agree in writing to additional repairs and funding.

The Redevelopment Commission shall, for the term of this Agreement, provide up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF (“Tax Increment Funding”). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City’s procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Parks and Recreation or her designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement. If Tax Increment Funding is not expended earlier, BCTM shall submit to the City no later than November 1, 2021, a list of 2021 projects to be considered for potential 2021 Tax Increment Funding. The City and BCTM shall cooperate on selecting priorities for the Tax Increment Funding.

4. BCTM

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

a. Programming:

- i. BCTM shall manage the BCT in a professional manner and utilize its best efforts to preserve and expand the BCT’s role as a high quality, accessible community resource, and to schedule and promote a diverse program of local, regional, and national artists and events, so as to serve a broad segment of the community and a wide variety of interests and audiences. BCTM shall maintain and administer

booking procedures and rental rates that give performers, renters, and other users a fair and reasonable opportunity to use the facility.

- ii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement. BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

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

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

any proposed change to the rates at least ten (10) business days prior to the effective date of the change.

- vi. The City's logo and/or such other acknowledgement of the City's support that the City deems appropriate, in its sole discretion, shall be displayed in the BCT and on the BCTM website. An announcement of the City's support of the BCT shall be made prior to "BCT presents" performances.
- vii. BCTM shall be solely responsible for obtaining and maintaining any licenses or permits required by any governmental entity in connection with the operation of the BCT, except as expressly provided in this Agreement. BCTM shall not enter into any contracts or agreements that authorize or allow for violation of any City ordinance.

c. Sale of Alcoholic Beverages:

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

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

- i. BCTM shall keep the BCT premises, including the auditorium, entrances, eastern portion of the storefront retail space, offices, restrooms, and adjacent sidewalks in a clean, safe, and operable condition and in compliance with all applicable statutes and ordinances, except for those items that are the responsibility of the City as detailed in Exhibit A, Section 2.
- ii. In the event that BCTM enters into a lease of the western portion of the storefront retail space as described in paragraph 6.a.iii., below, the lease shall require the tenant to maintain the premises in a clean and safe condition and in compliance with all applicable statutes and ordinances. In the event that BCTM does not enter into a lease of the western portion of the storefront retail space, BCTM shall maintain the western portion of the storefront retail space, as required by paragraph 4.d.i., above.
- iii. BCTM shall be responsible for the repair of any damage other than ordinary course wear and tear done to the BCT premises by BCTM or BCTM's employees, invitees, or any other occupant or other person whom BCTM permits to be in or about the BCT premises.
- iv. BCTM shall be responsible for maintenance and repair of the interior of the building, as detailed in Exhibit A, Section 1; provided, however, that BCTM shall not be responsible for replacement of those items that are the responsibility of the City pursuant to Exhibit A, Section 2.
- v. BCTM shall be responsible for the ordinary course repair and maintenance of BCT equipment and furnishings listed in Exhibit B; provided, however, that BCTM shall not be responsible for replacement of those items that are the responsibility of the City pursuant to Exhibit A, Section 2.
- vi. BCTM shall maintain all premises, equipment and furnishings in such condition, order, and repair as the same were in at the commencement of this Agreement or may be installed during the term of this Agreement, reasonable wear and tear excepted, other than as provided in Exhibit A. In the event BCTM fails to undertake any repair or maintenance under their responsibility after thirty (30) days' notice in writing from the City, the City may undertake the repair or maintenance, and BCTM shall be obligated to pay within thirty (30) days after invoice the full amount of any such expense paid by the City. The City agrees to reimburse BCTM for unexpected emergency repairs; however, BCTM will make all reasonable efforts to contact City and obtain City approval before commencing the repairs.
- vii. BCTM requests to use Tax Increment Funding shall be compliant, with applicable state law, including Indiana Code 5-22-8 *et seq.* With respect to requests to use Tax Increment Funding, BCTM shall make diligent efforts to follow the City's procurement methods, as set by the City Controller, including—where applicable—obtaining three (3) quotes. Requests for Tax Increment Funding shall

include: (1) the names of the persons or companies that provided quotes, (2) the amounts of the quotes, (3) BCTM's preference of quote, and (4) an explanation for BCTM's preference of quote.

- viii. BCTM shall not cause or permit any alterations, additions, or changes of or upon any part of the BCT premises without first obtaining written consent of the City. If any alterations, additions, or changes to the BCT premises are made by BCTM and met with the City's consent under this sub-paragraph, they shall be made at BCTM's expense and in a good and workmanlike manner, in accordance with all applicable laws, and shall become the property of the City as owner of the BCT.
- ix. The City shall provide BCTM with a list of acceptable vendors with which BCTM might contact for emergency and/or after-hours repair. BCTM shall immediately communicate with the Director of Parks and Recreation on the day following the occurrence of emergency repair describing the nature of, and the manner in which BCTM handled, the repair.
- x. BCTM shall pay all bills and charges for water, sanitary and storm sewer, electricity, gas, and other utilities that may be assessed or charged against any occupant of the BCT Premises during the term of this Agreement.
- xi. BCTM shall not permit any lawful mechanic's or other liens to accrue against the BCT Premises by reason of labor, services or materials claimed to have been performed or furnished to or for BCTM. BCTM shall cause any lien filed against the BCT Premises as a result of the action or inaction of BCTM to be discharged and released within ninety (90) days of the date of filing. In the event the lien is not discharged and released within that time period and BCTM continues to desire to contest the lien, BCTM shall post a surety bond or letter of credit in an amount reasonably anticipated to be necessary to satisfy the lien.

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

- i. Once per calendar year, BCTM shall provide financial reports which have been reviewed or audited by a Certified Professional Accountant, as defined by the Financial Standards Accounting Board (FASB). Included with these financial reports shall be the total, end-of-year balances in any and all BCTM financial accounts. Said reports shall be delivered to the City not later than April 15, 2022.
- ii. BCTM shall provide an annual written report of BCT fundraising and operations to the City, which shall be delivered to the City no later than March 31, 2022. The annual report shall be comprehensive and shall address all relevant topics, including, but not limited to, a listing of all programs and events held in the BCT during 2021, income and expenses related to the BCT property for 2021, updates on the preventative maintenance BCTM undertook in 2021, progress reports on fundraising, including the amount of funds received through fundraising, the number of donors of funds, and the steps taken to generate funds.
- iii. BCTM shall provide a copy of its timely filed IRS Form 990, Return of Organization Exempt from Income Tax Form. The Form 990 shall be provided

to the City within thirty (30) days of when it is filed with the Internal Revenue Service.

- iv. BCTM will remain compliant with all returns and payments associated with all applicable taxes—including payroll taxes. BCTM will provide the City with a copy of all returns filed with and payments made to all taxing entities within thirty (30) days of filing and payment.
- v. BCTM shall provide a copy of all filings with the Indiana Secretary of State's Office. These filings shall be provided to the City within thirty (30) days of when they are filed with the Indiana Secretary of State's Office.
- vi. The City shall set a meeting after April 15, 2021, and prior to May 30, 2021, for BCTM to present the 2020 annual report to the Director of the City's Economic and Sustainable Development Department and to respond to questions. BCTM shall designate at least one voting member of its Board and one staff member to present the report during the City's meeting.
- vii. During the year and in addition to the annual report, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events.
- viii. The City may, upon one (1) week's notice, inspect the BCT's books and records maintained by BCTM.
- ix. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at anytime for any reason.
- x. BCTM shall provide BCT participation data to the City on a quarterly basis to the City no more than fifteen days after the end of each quarter. This data will be used in the Bloomington Parks and Recreation annual report.
- xi. The 2022 BCTM goals will be submitted to the City by July 1, 2021, following the City's format for annual goals.
- xii. The City shall set a partnership evaluation meeting after October 19, 2021, and prior to November 20, 2021, to evaluate the 2021 partnership and prepare the 2022 partnership agreement for City approvals in December 2021.

f. Inventory List and Disposal of Surplus Property:

- i. BCTM shall provide an updated inventory of all equipment and furnishings to the City on or before December 31, 2021. The inventory shall include the funding source or sources for all equipment and furnishings purchased. At the end of this Agreement, prior to renewal, the City shall, at its own discretion, be permitted to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets that BCTM had not previously reported to the City as the subject of theft or third-party

damage or that was not subject to replacement by the City pursuant to Exhibit A, Section 2.

- ii. Any non-fixed BCT assets acquired by BCTM through purchase of its own funds or received via in-kind contribution will be the property of BCTM.
- iii. BCTM shall inform the City when it desires to dispose of surplus City property (“Surplus Property”) in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute and the City’s Financial Policies Manual (including the Controller and Corporation Counsel’s review of the request, and the submission of the request to the appropriate board). Revenue generated by the sale of Surplus Property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

5. CITY OF BLOOMINGTON

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

a. Programming and Premises:

- i. The City’s one (1) non-voting representative will serve on the BCTM Board of Directors.
- ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM’s use of the BCT and ability to manage and promote events at the BCT.
- iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.
- iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in Exhibit B.
- v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made in the City’s discretion.
- vi. The City shall be responsible for maintenance and repair of the building and the marquee as detailed in Exhibit A, Section 2 of this Agreement.
- vii. The City shall be responsible for addressing BCTM requests to the City for Tax Increment Funding, as detailed in paragraph 5.b.ii of this Agreement, in a timely manner.

- viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary beyond otherwise required repair and maintenance of the Premises, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.
- ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.
- x. The City shall have the right to use the BCT, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with BCTM in advance. A day of use is defined as the time between 8:00 a.m. and 12:00 a.m. (midnight) on the day of the rental. Additional hours may be added to a day of use with BCTM approval.

b. Payments:

- i. The City and the Redevelopment Commission shall provide funding as detailed in Section 3.

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

a. ASSIGNMENT AND LEASING:

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

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

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

- iv. The City expressly retains the right to lease or contract separately for management of the eastern portion of the retail space along Kirkwood Avenue in the event that BCTM ceases using the space as a box office.

b. INDEMNIFICATION AND RELEASE

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

- d. **E-VERIFY:** Pursuant to Indiana Code § 22-5-1.7-11(a) BCTM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BCTM is not required to continue this verification if the E-Verify program no longer exists. BCTM shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit C.
- e. **Nuisance:** BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.
- f. **Firearms Policy:** Pursuant to Indiana Code § 35-47-11.1-4(10), BCTM may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. BCTM has developed such a policy for its activities, which is incorporated into this Agreement as Exhibit D.
- g. **Non-Waiver:** Failure on the part of either the City or BCTM to exercise any right or remedy under this Agreement shall not constitute a waiver thereof as to any default or future default or breach by the other party. No waiver of any default shall be effective unless in writing.
- h. **Insurance:** BCTM shall, at its own expense during the term of this Agreement, maintain in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, General Liability Insurance, in an amount and with an insurance company approved by City, against claims of bodily injury, death, or damage to the property of third parties occurring in or about the BCT premises. The minimum limits of liability of such General Liability Insurance shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage/fire legal liability. BCTM shall, at its own expense during the term of this Agreement, maintain and keep in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, Fire and Extended Casualty Insurance coverage upon those contents, furnishings, and personal property owned or maintained by BCTM, as indicated in this Agreement or otherwise. BCTM shall provide the City with an All Risk/Special Form regarding such contents, furnishings and personal property. BCTM shall maintain Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. BCTM shall provide to the City certificates of insurance evidencing the insurance required pursuant to this paragraph. All policies of insurance on which the City is named as additional insured shall require that the City be provided a minimum of thirty (30) days' notice in writing of any intended cancellation.

In addition, BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance with an insurance agency approved by the City. BCTM's liquor liability insurance shall name the City as an additional insured. BCTM shall maintain liquor liability

insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Additionally, BCTM's liquor liability insurance policy shall require that the City be provided at least thirty (30) days' notice in writing of any intended cancellation. BCTM shall provide the City with insurance certificates evidencing the required liquor liability coverage.

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

To City:

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

To BCTM:

BCT Management, Inc.
Buskirk-Chumley Theater
114 E Kirkwood Ave
Bloomington, Indiana 47408

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

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

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

Upon termination, subject to limitation by applicable law or regulation expressly including those governing non-profit entities, the City shall have the first right of refusal to purchase any BCTM-owned non-fixed assets for the depreciated net value or a price mutually agreed upon by the Parties. Also upon termination, the BCTM shall immediately surrender and convey to the City any remaining cash balances that were accrued by the BCTM as the result of operations and fundraising of the BCT, which shall be used by the City for reinvestment in the BCT, or to procure a new management company to operate the BCT.

- k. **Default:**

- i. **By City:** If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to the City by BCTM by Certified Mail Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.
 - ii. **By BCTM:** If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to BCTM by the City by Certified Mail, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement. BCTM shall not be considered in default under this Agreement if it is temporarily unable to maintain operations or otherwise provide programming as a result of circumstances beyond its control making performance inadvisable, commercially impracticable, illegal, or impossible, expressly including as a result of a public health crisis, war or insurrection, or natural disaster.
- l. **Successors:** The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
 - m. **Severability:** If any part of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of this agreement shall remain in full force and effect
 - n. **Choice of Law and Venue:** This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. The venue for any legal proceeding instituted under this Agreement shall be Monroe County, Indiana.

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

CITY OF BLOOMINGTON, INDIANA

BCT MANAGEMENT, INC.

By: _____
Alex Crowley, Director
Economic & Sustainable Development

By: _____
Sara Laughlin, President

By: _____
Philippa M. Guthrie, Corporation Counsel

REDEVELOPMENT COMMISSION

BOARD OF PARK COMMISSIONERS

By: _____
Donald Griffin, President

By: _____
Kathleen Mills, President

BOARD OF PUBLIC WORKS

By: _____
Dana Palazzo, President

EXHIBIT A

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

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

2. The City of Bloomington shall be responsible for:

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

EXHIBIT B

[BCT Equipment and Facility Item List as of February 1, 2020.](#)

[Printed PDF File to be Included with Final Contract]

EXHIBIT C

STATE OF INDIANA)
)
COUNTY OF MONROE)

AFFIDAVIT

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

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

Signature

Date

Printed name

STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2021.

Signature of Notary Public

Printed Name of Notary Public

County of Residence: _____
My Commission Expires: _____

EXHIBIT D

BCTM Firearms Policy

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



STAFF REPORT

Agenda Item: B-2
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: February 23, 2021
SUBJECT: REVIEW/APPROVAL RESOLUTION 21-02 FOR THE 2021-2025 MASTER PLAN AS PREPARED BY TROYER GROUP, Inc.

Recommendation

Staff recommends approval of Resolution 21-02 for the 2021-2025 Comprehensive Master Plan as prepared our consultant, Troyer Group, Inc - Jonathon Geels, Principal Landscape Architect

Background

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. 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 completed by Troyer Group, Inc.

- Reviewed past plans, facilities, and programs
- Conducted Community Needs Assessment
- Completed analysis of maintenance, recreation, and administrative delivery system
- Facilitated public participation focus group meetings
- Submitted master plan for review by Indiana Department of Natural Resources
- Identified four overarching goals:
 - Maintain and enhance the assets and natural resources of the Department
 - Reinforce activities and programs to positively impact public health, sustainability and climate action
 - Prioritize diversity, equity and inclusion
 - Develop administrative and staffing capacity
- Outlined strategic direction to meet the goals of the master plan.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, reading "Paula McDevitt". The signature is fluid and cursive, with a horizontal line extending from the end of the name.

Paula McDevitt, Administrator

2021-January

RESOLUTION 21-02

A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON APPROVING THE 2021-2025 MASTER PLAN

BOARD OF PARK COMMISSIONERS City of Bloomington, Indiana

WHEREAS, the Bloomington Parks and Recreation Department (the “Department”) completes a five year Master Planning process to shape the goals and priorities of the Department to match community interests; and,

WHEREAS, the Department has been a National Recreation and Park Association’s Commission for Accreditation of Park and Recreation Agencies (CAPRA) agency since 2001; and,

WHEREAS, CAPRA standard 2.4 requires the Department to have park and recreation system master plan officially adopted by the policy-making body; and,

WHEREAS, the Board of Park Commissioners approved a contract in June 2020 with Troyer Group to complete the 2021-2025 Master Plan; and,

WHEREAS, Troyer Group has completed the scope of work of the contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners that the 2021-2025 Master Plan be approved:

Section I: The goals and key strategies provide a framework for implementing the Master Plan:

- Maintain and enhance the assets and natural resources of the Department
- Reinforce activities and programs to positively impact public health, sustainability and climate action
- Prioritize diversity, equity and inclusion
- Develop administrative and staffing capacity

Section II: This resolution shall be in full force and effect from February 24, 2021 after its passage by the Board of Park Commissioners of the City of Bloomington.

PASSED AND ADOPTED at the regular meeting thereof on this 23rd day of February, 2021 by the following roll call vote:

Ayes:

Noes:

Abstain:

Absent:

Kathleen Mills, President

ATTEST:

Paula McDevitt
Administrator

BLOOMINGTON PARKS AND RECREATION DEPARTMENT

2021-2025 MASTER PLAN - EXECUTIVE SUMMARY



*Photo taken at Diamond Bridge on the B-Line Trail
During Pop-up Engagement*

2021-2025 MASTER PLAN

The Bloomington Parks and Recreation Department (BPRD) has made consistent progress in maintaining Commission for Accreditation of Park and Recreation Agency (CAPRA) standards at the highest level, while also dealing with the unprecedented context of a global pandemic, a groundswell of awareness surrounding racial injustice which has had direct local implications, and confronting stark socio-economic realities (individuals experiencing homelessness) that play out in Bloomington's public spaces. Through an extensive physical and social inventory and analysis process that included research into best practices, the Master Plan project team has identified four goals to address all departmental activities and responsibilities contained within the mission. These goals also directly respond to and incorporate community feedback and national park and recreation considerations, with an emphasis on public health, sustainability, and justice.

This chapter details these four overarching goals and provides strategy recommendations and long-range actions that the Department should take to achieve these goals. The Master Plan requires the commitment and resources of the Department, City, other government agencies, local businesses, user groups, and the community to achieve the level of success that Bloomington is accustomed to seeing in its parks.

The BPRD Vision and Mission are the bedrock of the plan, serving as guiding lenses to aid in both broad and daily decision making. Stemming from early stakeholder

discussions, the mission was amended to reflect contemporary issues while also adding some clarity to the statement. Coupled with the context analysis, each of the goals, objectives, and actions that have evolved through the planning process are informed by this mission.

The overarching goals and key strategies provide a framework for implementing the Master Plan. Incremental action planning over the next five years will support the implementation of specific strategies. On an annual basis the Department will update the most immediate actions and priorities. Specific tasks as well as individuals responsible for leading them will need to be identified as projects move forward.



Photo taken of Art adjacent to Seminary Park
During Pop-up Engagement

BLOOMINGTON PARKS AND RECREATION DEPARTMENT VISION AND MISSION STATEMENTS

The vision for Bloomington Parks and Recreation over the next five years reflects and summarizes the intent of the Master Plan's goals.

Vision: *We strive to provide the highest standards in parks, recreation services, and greenspaces to enhance the quality of life for our community.*

The mission, which reflects the organizational purpose, is the roadmap to achieve that vision and the lens through which the BPRD looks through to address Departmental decision making. During the Master Planning engagement process focus groups mentioned that the mission lacked the Department's contemporary values of sustainability and social equity. A concise mission, frequently referenced, lends both to memorability and applicability.

Mission: *The Bloomington Parks and Recreation Department will enrich community well-being and positive development through the equitable, just, and environmentally sound provision of essential parks, green spaces, trails, and recreation facilities as well as programs and events.*



Photo taken at Crestmont Park During Pop-up Engagement

After reviewing progress and goals from the previous master plan, public and stakeholder feedback, Level of Service metrics, and benchmarking across peers Cities and Trust for Public Land data, we have a clearer picture of BPRD context. After analyzing the results, a draft of the new park goals was prepared.

PROPOSED MASTER PLAN GOALS

Four overarching goals emerged from the physical and social context investigation process as the basis for future action, decision-making, and reporting for the BPRD Master Plan and while also philosophically aligning with the Department's long-term vision and action-oriented mission.

Each of the goals featured in this Master Plan provide greater detail and specificity to the BPRD vision and mission, with an emphasis on serving the Bloomington community.

The resulting strategic direction will concentrate the commitment and efforts of the City of Bloomington, other government agencies, local businesses, and user groups to the necessary steps to improve and maintain the parks, facilities, and programs offered by the BPRD.

The 2021-2025 proposed Master Plan goals are:

- 1. Maintain and enhance the assets and natural resources of the Department.**
- 2. Reinforce activities and programs to positively impact public health, sustainability, and climate action.**
- 3. Prioritize diversity, equity, and inclusion.**
- 4. Develop administrative and staffing capacity.**



GOAL #1 - MAINTAIN AND ENHANCE THE ASSETS AND NATURAL RESOURCES OF THE DEPARTMENT.

Description: Throughout the context analysis process, the maintaining and improving the physical assets of the department were a top priority. Indeed, these resources are necessary community infrastructure. Consistent with the previous master plan, the statistically valid survey respondents listed maintenance of existing parks and facilities as the top spending priorities for the Department. Next on that list was expanding the existing trail system, which ranked highly in the assets used by the community. The other strategies outlined in this section reflect the ongoing activities of the department necessary in operating the BPRD system and programs. Another new strategy is addressing the long-term implications of the pandemic, which will result in ongoing updates to facilities and operations, such as virtual meetings.

Strategies:

- Maintain and provide safe parks, trails, and facilities.
- Maintain and improve existing equipment and assets.
- Expand trail system to improve connectivity with other community assets.
- Be responsive to development opportunities that enhance the park system.
- Expand sustainability initiatives throughout all programming, maintenance, and development efforts.
- Consider parkland addition where it aligns with goals and values.

- Prioritize sustainability and climate action within parks and facilities.
- Address capital improvements where needed.
- Develop long term standards to address public health responses across all parks and facilities.

GOAL #2 - REINFORCE ACTIVITIES AND PROGRAMS TO POSITIVELY IMPACT PUBLIC HEALTH, SUSTAINABILITY, AND CLIMATE ACTION.

Description: In addition to exceptional parks and recreational facilities, BPRD consistently offers highly rated programs and events. These efforts complement the cultural and natural resources of the BPRD and are necessary to achieve the holistic health, sustainability, and justice-oriented goals of the broader civic entities and community. The encompassing strategies amplify this goal by providing strategic coverage of departmental activities while also addressing specific community feedback.

Strategies:

- Continue to provide high-quality programs, events, and recreational opportunities.
- Develop long-term tactics for virtual programming and engagement.
- Integrate tactics that address public health guidelines for future programs and events.
- Continue and expand promotion and marketing of activities, facilities, programs, events, and other Department efforts.



Photo taken at Seminary Park
During Pop-up Engagement

GOAL #3 - PRIORITIZE DIVERSITY, EQUITY, AND INCLUSION.

Description: No other action was as widely commented on or consistently mentioned as the importance of addressing the diversity, equity, and inclusion needs of the community through each aspect of BPRD. Given the frequency and the timeliness of this issue, this Master Plan elevates it to the level of a goal, ensuring greater visibility and application. Strategies were devised to reflect all areas of the BPRD and to incorporate specific community feedback from both the statistically valid survey and direct comments.

Strategies:

- Advocate for workforce recommendations in partnership with the City's Human Resources Department that employs equity, inclusion, and diversity best practices.
- Support inclusive employee culture initiatives that celebrate the diversity and equity of the BPRD team.
- Reflect diversity, equity, and inclusion values in internal and external communications.
- Explore new partnerships to facilitate better engagement and reduce barriers with underserved populations.
- Prioritize program expansion in underserved areas of the community.

GOAL #4 - DEVELOP ADMINISTRATIVE AND STAFFING CAPACITY

Description: To continue to respond the evolving demands of operating an accredited, Gold Medal Department and reflect feedback from stakeholders, this goal reflects the contemporary administration needs of the BPRD. This goal is also necessary for the long-term success of the Department, considering the embodied knowledge of long-standing employees and Board of Park Commissioner members.

Strategies:

- Conduct workflow analysis to address changing demands and capacity needs.
- Enhance training and development plan for staff and leadership.
- Reinforce strategic volunteer programs and opportunities.
- Leverage new and existing revenue streams.
- Address community satisfaction.



*Photo taken at Peoples Park
During Pop-up Engagement*

2016-2020 MASTER PLAN GOALS AND PROGRESS

The Bloomington Parks and Recreation previous Five-Year Master Plan spanned from 2016 through 2020. In that plan, six goals were established for the Parks Board and/or department. A synopsis of each follows, with highlights of accomplishments on each goal.

Maintain and provide safe parks, trails, and facilities.

- **Addition of 10 acres**—the Parks and Recreation Department now manages more than 2200 acres. **The approval of \$1 million investment in TIF Bonds**—This was used for upgrades in the parks.
- **The approval of \$6.7 million in Park Bonds for capital improvements**—This was used for capital investments during 2017-2020.
- **Approval for a \$34 million TIF Bond for an investment in Switchyard Park**—Switchyard Park was purchased in 2009. It is the largest park project in the City's history. This park broke ground in 2018 and includes a new performance stage, splash pad, skate park, community gardens, an inclusive playground, and 2 miles of trail.

Expand BPRD trail system to improve connectivity with other active design assets.

Position BPRD activities, programs, and partnerships to positively impact community health.

- **Creation of partnership with a Behavioral Health Center**—This provided jobs and training for maintaining parks and facilities. The vision of this program is to

reduce the number of people in Bloomington, including children, who live in poverty.

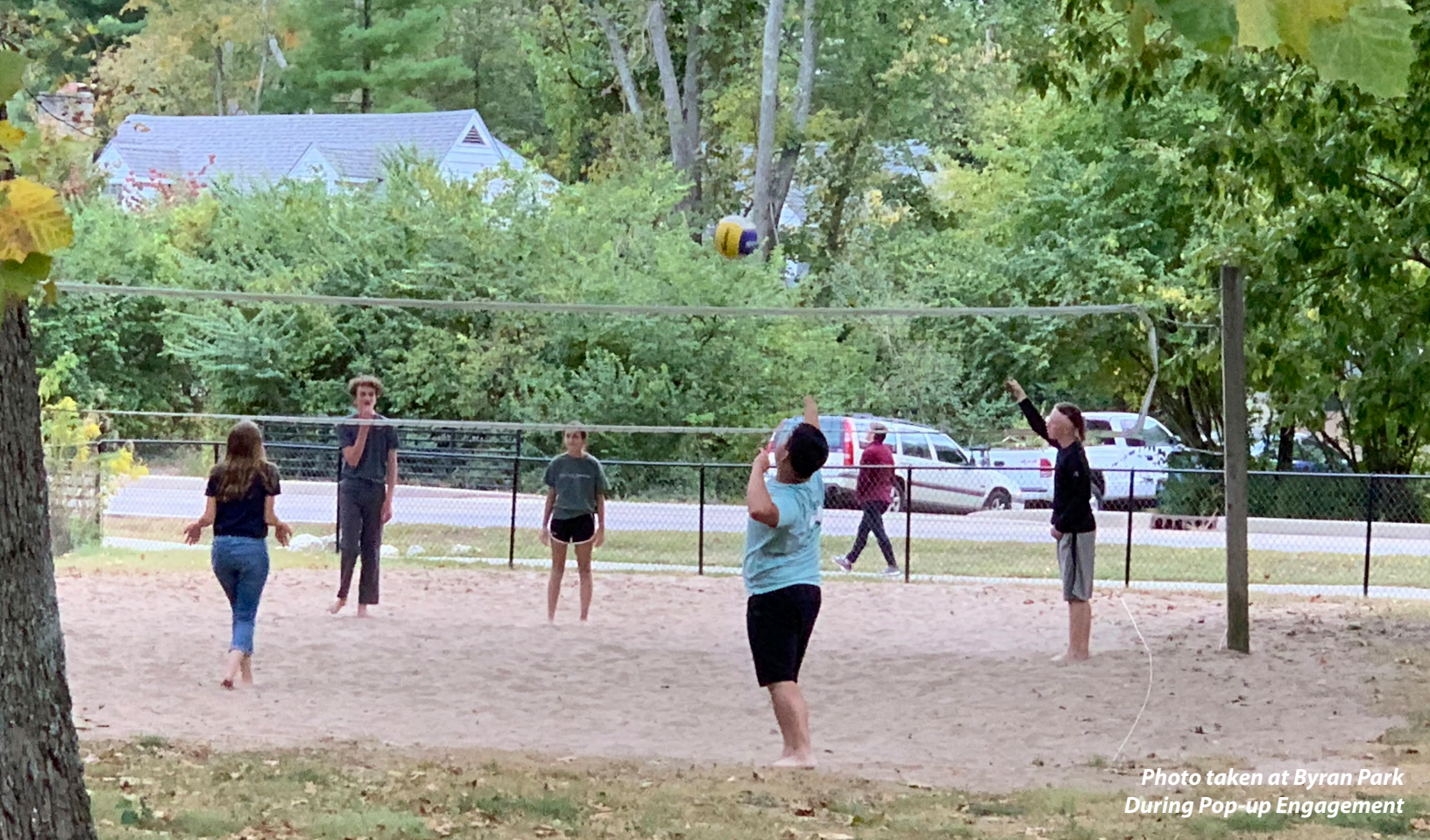
Continue to provide high quality programs, events, and recreational opportunities.

- **Implementation of a nutritious food program**—The new Summer Food Program leverages provides food and educational programming to vulnerable children in Bloomington.
- **Creation of low-cost summer day camp**—This program gives children of low-income families an opportunity for active, healthy lifestyles.
- **Implementation of Double Market Funds Program**—Through a private donor's gift, this program provides an additional \$18 to the \$18 SNAP dollars that residents receive. These can be used at the local Farmers' Market to acquire nutritious food.

Be responsive to BPRD and redevelopment opportunities that enhance the park system.

- **Implementation of environmental quality initiatives**—Numerous initiatives to protect the parks' assets include planting native plants to offer food sources for pollinators; creating a pest management plan to guide the reduction of pesticides; and reducing fossil fuels and carbon imprint by adding solar power panels to 10 different park facilities that generate 1.5 million kilowatts annually.
- The Department joined the city's commitment to add five megawatts of solar power in 2017 and to take advantage of the state's net metering incentives. Solar panels were installed at 13 Parks and Recreation sites, and the panels are expected to generate 1.519 million kilowatt hours of energy. A 651-kilowatt photovoltaic installation at the Twin Lakes Recreation Center is expected to save \$79,158 a year in annual energy costs for that facility alone.

Consider adding or repositioning BPRD resources so the department can achieve its Master Plan goals.



PUBLIC ENGAGEMENT BY THE NUMBERS

17

INTERNAL AND EXTERNAL
STAKEHOLDER MEETINGS

2

PUBLIC OPEN HOUSE
MEETINGS

531

STATISTICALLY VALID
SURVEY RESPONSES

156

ADDITIONAL PUBLIC
SURVEYS SUBMITTED

87

COMMUNITY
STAKEHOLDERS

10

POP-UP AND SOCIAL
INTERCEPTS AT 7 PARKS

557

OPEN COMMENTS
AND FEEDBACK

47,205

DATA POINTS
FROM SURVEYS

25

STAKEHOLDER
GROUPS / ORGANIZATIONS

25

DEPARTMENT
MEETINGS

7

SOCIAL AND PHYSICAL
CONTEXT STUDY AREAS

4

OVERARCHING
THEMES



Photo taken at Crestmont Park Pop-up Engagement

Public Engagement Overview

Public involvement in the planning process is necessary for final plans to reflect the needs and wants of the public. In the end, implementation of the plan by the Bloomington Parks and Recreation Department should be well supported to effectively deliver a community-oriented park system. Community collaboration builds trust, ensures relevancy, demonstrates Departmental values, and leads to more successful implementation of identified goals and objectives.

A successful public involvement process accomplishes several tasks:

- Acquire input about the parks and feedback on ideas
- Increase support for the parks
- Expand the community's understanding of what the parks have to offer.

The stakeholder groups are a core part of the master planning progress, but it takes deep public participation to identify certain action items. Several methods of outreach were completed to involve participation from the residents of Bloomington to broaden the reach and impact of the planning process.

This section discusses the methodology and results of the public engagement strategies implemented during the planning process.

Overarching Themes:

- Address diversity, equity, and inclusion throughout
- Determine effective parks mission-based strategy for homelessness in coordination with community led efforts
- Trail connectivity and park accessibility
- Focus on park maintenance
- Address contemporary needs, such as COVID response and technology needs (park wifi)
- Sustainability and resilience, addressing climate change mitigation

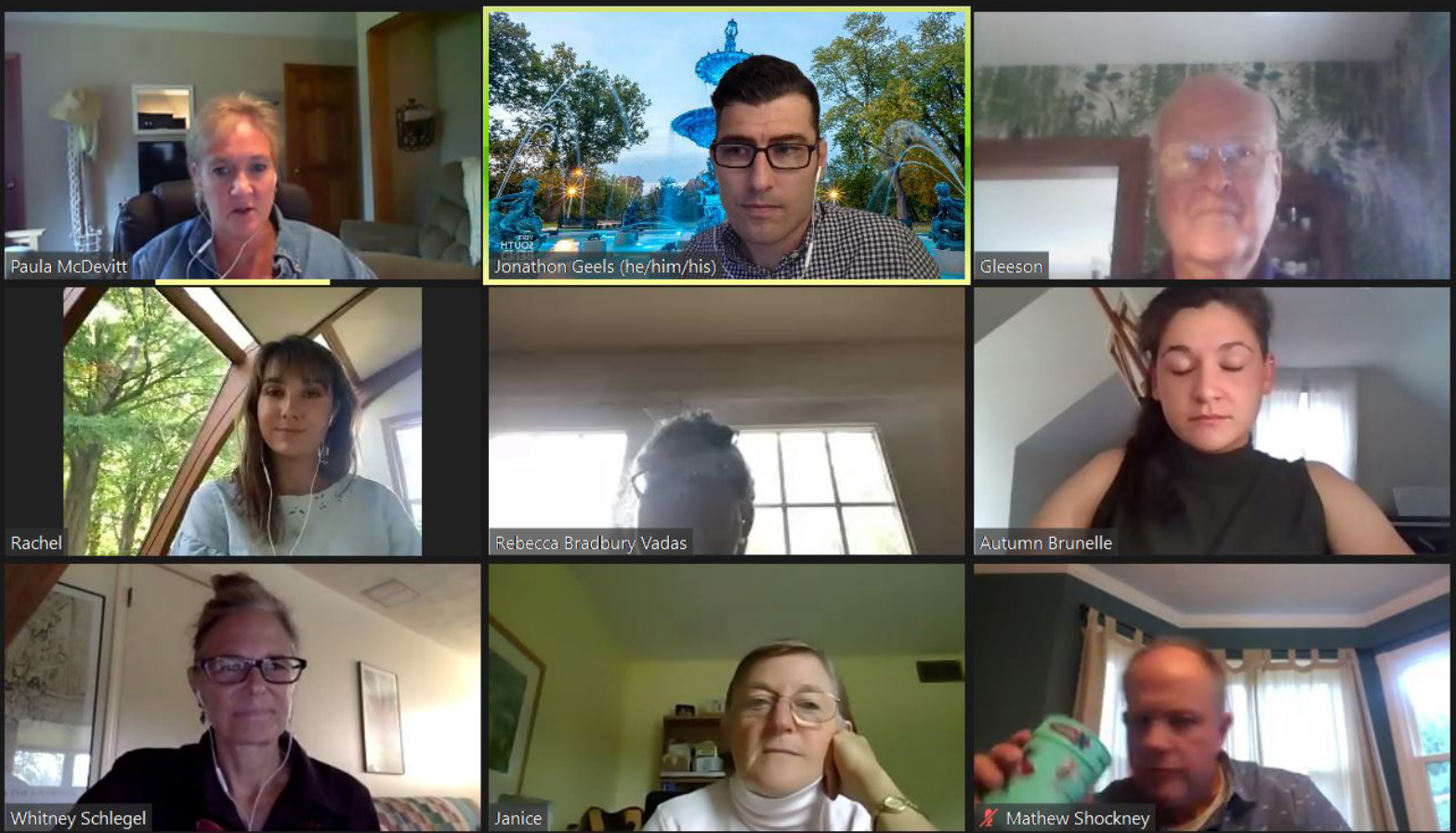


Photo taken during Stakeholder Meetings via Zoom

Stakeholder Meetings Summary

Several stakeholder meetings were held throughout the late summer and early autumn of 2020 involving key stakeholders groups with a critical interest in the parks.

Stakeholders groups that were interviewed include:

- Advisory Committee
- Parks Operation Division
- Recreation/Sports/Administration
- Volunteer Groups: Park Ambassadors, Adopt an Acre, and Adopt a Stream
- Bloomington Parks Foundation
- Business Community/Community Organizations
- Park Board (Les Coyne and Ellen Rodkey)
- Park Board (Kathleen Mills and Israel Herrera)
- Community Partnership/User Groups
- Advisory Team (Dave, John, Kim, Julie, Becky)
- Advisory Councils (ERAC, Tree Committee, Golf Committee)
- Mayor Hamilton
- Deputy Mayor Renneissen
- Public Open House (2 hours, hosting on via Zoom, Facebook Live, and Miro)

Meeting Format

Engagement activities (Miro) created by the project team were used as data collection tools in addition to group discussion with core area question prompts. Each of the meetings were structured similarly, hosted via Zoom, with a review of existing mission, vision, and goals before diving into new areas. The overarching discussion topics

addressed the broad lenses to examine the entire BPRD system and included topic areas of administration, people, natural resources, park facilities, programs and events. These hour long discussions also allowed participants to provide comments to specific parks via the Miro whiteboard (over 100 responses were collected via this tool).

Key Themes

- Mission only addresses physical amenities, should further address services and programs. How are we addressing reaching out and physical assets post COVID, avoid wordy and long mission, address equality and inclusion.
- Address leadership transition, hiring practices, training, and outreach.
- Diversity, equity, and inclusion were reoccurring topics with emphasis on social and environmental justice.
- Money and time is a barrier, some staff feel over loaded to manage roles.
- The effects of parks dealing with homelessness/litter/biohazards, more people experiencing homelessness, in addressing this (damage control) more is needed.
- Maintenance is a high concern for current and future potential problems.



Photo taken at Peoples Park Pop-up Engagement

Public Survey Summary

- Most used parks include: Bryan Park, Lower Cascades Park, Griffy Lake Nature Preserve, Olcott Park, and Switchyard Park.
- 61% of respondents rated the parks condition as Good or Excellent.
- 32% of respondents had used a recreation or program service, with 85% rating those as Good or Excellent.
- The most used facilities include B-Line Trail, Bloomington Rail Trail, Burkirk-Chumley Theater, Clear Creek Trail, and Jackson Creek Trail.
- 64% of responses rate facilities as Important or Very Important, with preference toward the most used facilities.
- 38% of respondents preferred to learn about BPRD programs and services via the website and seasonal programming guide.
- Physical Wellness (21%), Mental/Emotional (19%), and Environmental Health (19%) were the highest priority areas of health and wellness.
- 67% of respondents said they felt welcome, 28% somewhat welcome, with 3% saying they felt not welcome.
- The highest priority desired outcomes include improving physical health, improving mental health, making Bloomington a desirable place to live, making the natural assets more sustainable and resilient, preserving open space and the environment, and providing access to the outdoors.
- The top barrier preventing park use was Not Enough Time (23%), Personal Safety Concerns (17%), and the perception that My Neighborhood Doesn't Have a Park within a 10min Walk (13%).
- 23.4% of respondents would use their tax dollars for additional trails, 22% on maintaining existing parks, and 34.76% on acquiring new parkland or building new parks.
- 18% felt their neighborhood got its fair share of public dollars (41% felt unsure) and 83% of respondents were satisfied with the value.
- The three most important issues to address within the Master Plan include Connecting Trails (15%), Focusing on Maintenance (12%), and Reducing Vandalism/Safety (11%). Arts and Cultural Events were a close 4th (10%).
- 60.5% of respondents were 55 or older, 27.7% were 35-54, 11.7% were 19-34.
- 78% of respondents were white, 11% BIPOC, and 11% preferred not to answer.
- 59% of respondents were female, 43% male, 1% non-binary, and 7% preferred not to answer.

Key Themes

- Maintenance
- Social/Environmental Justice
- Trail connectivity



Photo taken at Seminary Park Pop-up Meeting

Pop-up Engagement Summary

We visited 7 Parks and hosted 10 Social Intercept meetings with dozens of people using various parks at different times of day and in different parts of the parks. These groups were targeted to create greater diversity in responses and provide greater coverage of user groups.

Key Themes

- Building Community just by visiting parks.
- Visit parks that are closest.
- Biggest challenge is keeping up with demand
- Create more connections (Trails).
- Parks are a public good, don't want to see private profiteering.
- Eco-friendliness is most important issue moving forward.
- Barriers include accessibility, not adjustable fee rates (hourly vs daily), and permitting process.
- Social and Environmental Justice are a top of mind issue across both park facilities and programming.



Photo taken at Switchyard Skate Park Pop-up Meeting



Photo taken at Bryan Park Pop-up Meeting



Photo taken at Peoples Park Pop-up Meeting

	Bloomington, IN	Boulder, CO	Ann Arbor, MI	Bend, OR	Iowa City, IA	Columbia, MO	Average of 5 Benchmark Communities
Population	85,981	107,353	121,890	97,590	76,290	123,180	105,261
Student Population	33,084	33,246	46,716	13,687	33,334	29,843	31,365
City Size (Sq Mi)	23.42	27.36	28.79	33.32	26.14	66.04	36
Total Acreage Of Parks (est.)	2,270	1,490	2,088	3,035	1,699	3,000	2,262
Park Acres Per Sq Mi	96.93	54.46	72.54	91.09	65.00	45.43	66
Park Acreage per 1,000 residents	26.4	13.88	18.3	31.1	22.27	24.35	22
No. of Parks	30	60	159	81	51	73	85
Ball fields	16	24	32	15	17	33	24
Playgrounds	26	40	79	41	28	48	47
Basketball Courts	26	47	35	13	7	22	25
Soccer Fields	8	20	24	18	28	18	22
Volleyball Courts	7	2	0	2	4	8	3
Multi-Use/Walking Trails (mi)	35	110	70	70	72	65	77
Pools/Splash Pads	2	5	4	1	5	6	4
Amphitheater	2	0	0	1	2	1	1
Recreational Centers	3	3	2	3	3	3	3
Community Gardens	3	4	0	1	1	3	2
Dog Parks	1	4	3	3	2	5	3
Walk Score (Walkability)	43	57	50	33	44	31	43
Bike Score	57	86	69	53	64	40	62
Park Shelters	28	34	19	30	45	51	36



Benchmarking Summary

Comparing Bloomington to the five benchmark communities, several standout areas of data are found within Bloomington Parks. First being the number of parks located across Bloomington compared to the average for the five benchmark communities, having only 30 total parks compared to the 84 average number of parks for the benchmark communities (64.5 average without including Ann Arbor's 163 total number of parks). Bloomington still has a total park acreage and park acreage per 1,000 residents that is similar to the average for the benchmark communities so Bloomington does not necessarily have "less parks", but rather has a smaller number of larger parks making up its park system. To illustrate further, the average size of a Bloomington park is roughly 75 acres compared to Ann Arbor's 13 acres. This inflation in average park size is in part due to the vast acres of the Griffy Woods Nature Preserve being included in the total park acreage for Bloomington. Being that the Griffy Woods Nature Preserve is isolated to the north side of the city, and disconnected from the majority of residential areas by a major roadway (State Rd 45) removing the over 1,300 acres of nature preserve from the Bloomington Parks acreage depicts a vastly different narrative for Bloomington Parks that are near residential areas. Total park acreage drops to 970 acres and park acreage per 1,000 residents drops from 26.4 acres to 11.28. Both of these data points are significantly lower than the average total park acreage for the other benchmark communities (2,262 acres) and the average park acreage per 1,000 residents (21.98 acres). This finding starts to illustrate a lack of park space in the residential areas of Bloomington south of State Rd 45.

Key Themes

- "West Side Bloomington" has roughly 13.5 Acres of Parkland per 1000 Residents while "East Side Bloomington" has roughly .88 Acres of Parkland per 1000 Residents.
- Parkland distribution of the 5 benchmark communities, public park spaces are more evenly distributed across cities by a greater number of smaller neighborhood or "pocket" parks.
- Network of multi-use/walking trails to create a more cohesive and complete park system.
- More equitable distribution of parks across the community.
- The location and the type of park matters in its overall recreation value.

Park Classification	Current Acres	2015 LOS	2020 LOS	2024 LOS	NRPA Standards	2015 Acres	Change
Urban / Mini-Parks	7.03	0.084	0.082	0.080	0.25-0.50	6.81	0.22
Neighborhood Parks	68.96	0.83	0.80	0.78	1.00-2.00	68.96	0
Community / Sport Parks and Golf Course	649.92	7.80	7.56	7.39	5.0-8.0	649.12	0.8
Regional Parks	0				5.0-10.0		
Multi-Use Trails	42.34	0.51	0.49	0.48	2.0-4.0	148.02	-105.681
Nature Preserves	1200				N/A	1,302.48	-102.48
Dog Parks	18.7	0	0	0	N/A	18.5	0.2
Cemeteries	29.99	0	0	0	N/A	29.99	0
Developed Parkland Subtotal	2016.94				11.25-20.5	2223.88	
Undeveloped Land Types	16				N/A	34.02	
Facility Acreage Not Counted in Parks					N/A	15.42	
Total	2032.94				11.25-20.5	2273.32	

Urban / Mini-Parks	Current Acres	2015 LOS	2020 LOS	2024 LOS	NRPA Standards	Percent of Usage 2015	Percent of Usage 2020
Peoples Park	0.3	0.003600058	0.003489143	0.003409355			-
Seminary Acres	1.22	0.014189181	0.014189181	0.013864711			-
Waldron, Hill, and Buskirk	5.51	0.063714382	0.064083926	0.062618489			?
Total	7.03	0.084	0.082	0.080	0.25-0.50		
Additional acreage required by 2024 to maintain current LOS	0.16						
Total acreage required by 2024 to maintain current LOS	7.19						
Additional acreage required by 2024 to meet NRPA Standard	14.97						
Total acreage required by 2024 to 2024 to meet NRPA Standard	22.00						

LOS Summary

The Indiana Statewide Outdoor Recreation Plan (SCORP) guidelines for recreation lands and facilities was reviewed to determine if the Level of Service (LOS) provided by Bloomington Parks is consistent with the standards that IDNR provides. These guidelines recommend 20 acres of recreation land per 1,000 population at the local or community level. Bloomington has roughly 85,000 residents, so per SCORP's recommended LOS, this equates to 1,700 acres. Bloomington has about 4,050 acres of recreational land, which surpasses the recommended LOS. Bloomington has a higher amount of recreational acreage than most communities its size because it is home to a 1200-acre nature preserve; Griffy Lake. Without the nature preserve, Bloomington falls just short the sufficient acreage at 1,650. The city could improve upon this by acquiring land in existing park gaps around the city to unify the parks system and lend more opportunity for future trail planning and connection.

Amenity LOS expresses equal opportunity through the availability of recreation facilities within a community when compared with its population. The Indiana SCORP was referenced to determine basic standards for amenities, and also to analyze recent themes and trends in the recreation industry to see how they align with Bloomington's parks. The NRPA also analyzes amenities in its Agency Performance Review. For a community of Bloomington's size and density, Bloomington parks meet or exceed standards for the quantity of most types of recreational amenities.

NRPA Agency Performance Review Key Findings, the typical park and recreation agency offers:

- One park for every 2,114 residents served
- 10.1 Acres of parkland per 1,000 residents
- Operating expenditure per capita of \$78.26/Year
- Revenue-to-operating expenditure of 28%
- 7.9 Full-time equivalent employees per 10,000 residents

Key Themes

- Trail connections are a key opportunity for progress with both LOS and Benchmarking.
- On the high end for Community parks LOS, slightly low for neighborhood parks.
- Opportunities for Urban/Minipark growth.



Potential Anti-Racist Themes

Address current racial tensions and conflicts:

- Examine and acknowledge historical roots and contemporary manifestations of racial prejudice and discrimination within Bloomington Parks.
- Explore the influence of race and culture on current attitudes and behaviors.
- Identify appropriate anti-racist resources to incorporate into programming and events.
- Developing new approaches to engaging and celebrating the community.
- Identifying and counteracting bias and stereotyping in learning material.
- Identifying appropriate assessment and placement procedures and practices.
- Assessing the programming and events and making them more inclusive and reflective of the entire community.
- Ensuring that personnel policies and practices are consistent with equity goals and that managers are provided with the knowledge and skills to implement equity programs.

Potential COVID Themes

- Implement anti-microbial standards for all finishes and surface treatments for BPRD parks, facilities, and equipment.
- Create lasting social distancing and sanitation standards.
- Determine social distancing standards for all structures including larger circulation routes, additional SF per person, more sophisticated HVAC systems, contact-less transaction standards, and increased single-occupant restroom buildings (with external circulation).
- Potential for more modular seating with fewer fixed benches, more moveable tables/chairs.
- Continued virtual programming and meetings.
- Potential for increased wifi access and mobile communications.
- Address funding long term funding challenges and reallocation of resources.
- Address labor challenges associated with COVID responses.
- Address challenges associated with increased park and trail usage.



STAFF REPORT

Agenda Item: B-3
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: February 23, 2021
SUBJECT: SHEPHERD'S CONSTRUCTION CONTRACT AMENDMENT

Recommendation

Staff recommends approval of an amendment to the contract with Shepherd's Construction, Inc., originally agreed upon in December 2020, to include

The additional amount is not to exceed \$3,400.00. Funding is from the GO Bond, Series: 977-18-18016c-54510 Project Code: 977 2017q.

Background

In December, a contract was approved with Shepherd's Construction to install approximately 850 square feet of new bomanite concrete throughout People's Park. Part of the project includes moving and placing the "Wings of Opposing Views" sculpture on a new foundation. It was determined that having Shepherd's Construction handle the installation of this foundation would be cost effective and would expedite the overall construction in the park.

RESPECTFULLY SUBMITTED,

Staff Name, Title

2021-January

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND
SHEPHERD’S CONSTRUCTION, INC.
FOR PEOPLE’S PARK SCULPTURE FOUNDATION INSTALLATION**

Entered in this ____ day of _____, 2021

WHEREAS, in **December 2020**, the City of Bloomington Department of Parks and Recreation (the “Department”) and Shepherd’s Construction, Inc.(“Contractor”) entered into a certain Agreement (“Agreement”) for the demolition and installation of new bomanite concrete in People’s Park, as well as the resealing of the existing bomanite concrete; and

WHEREAS, on February 4, 2021, Shepherd’s Construction provided a quote to install a new concrete foundation for the sculpture at People’s Park concurrent with their existing work; and

WHEREAS, the Department wishes to have this work done; and

WHEREAS, the Contractor is in agreement with this addendum; and

WHEREAS, pursuant to Article 4 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

NOW, THEREFORE, the parties hereto mutually agree to addend to the Agreement as follows:

Article 1. Scope of Services: To install a concrete foundation for the public art sculpture to the specifications on the attached “Relocated ‘U’ Sculpture Foundation” document concurrent with the already agreed-upon scope of work, concluding no later than March 31, 2021.

Article 4. Compensation: To addend the Agreement to reflect the additional charge in an amount not to exceed three thousand four hundred dollars and zero cents (\$3,400.00).

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

CITY OF BLOOMINGTON

Shepherd’s Construction, Inc.

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, Park Board President
Board of Park Commissioners

Title

Phillippa M. Guthrie, Corporation Counsel



STAFF REPORT

Agenda Item: B-4
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Mark Marotz Operations Superintendent
DATE: February 23, 2021
SUBJECT: CRANE SERVICE TO MOVE BENCH IN PEOPLE PARK

Recommendation

Staff recommends approval of contract with Everywhere Signs.
Contract Amount: \$460.00
Funds: GO Bond Series: 977-18-18016c-54510
Project Code: 977 2017q

Background

Due to a small remodel in Peoples Park the “Wings of Opposing Views” bench/sculpture located in the center of the park needs to be relocated approximately 20-25 feet to the east and due to the weight (approximately 4,000 pounds) a crane will be needed to make this move safely. We received quotes from Bluestone Tree (\$900) and Everywhere Signs (\$460).

RESPECTFULLY SUBMITTED,

Mark Marotz, Operations Superintendent

2021-January

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

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and _____ ("Contractor").

Article 1. Scope of Services Contractor shall provide Crane to move Wings of opposing views bench located in Peoples Park ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before April 30, 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 Mark Marotz, Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four hundred sixty dollars (\$460.00). 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 Parks & Recreation Attn Barb Dunbar The Staff, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

(begin on or around March 1st and complete by April 30 2021, work will be done in communication with Shepards Construction that is doing concrete work)The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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: Project Manager, 401 N. Morton, Bloomington, IN 47402. **Contractor: Mark Marotz Operations Superintendent.** 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

Everywhere Signs

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

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____.

Everywhere Signs

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: B-5
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: Feb. 23, 2021
SUBJECT: MOU WITH CBU FOR WALDRON, HILL, and BUSKIRK PARK

Recommendation

Staff recommends approval of a MOU with City of Bloomington Utilities for the replacement of the playground at Waldron, Hill, and Buskirk (Third Street) Park following the conclusion of the “Hidden River” utilities project. The MOU will reimburse BPRD \$160,000 for the purchase and installation costs.

Background

The “Hidden River” project is a major CBU project that is replacing a section of more than 100-year-old culvert for the Jordan River that runs between Washington and Lincoln Streets and through the east side and southeastern corner of Waldron, Hill, and Buskirk Park. The project necessitates the removal of the playground on the eastern side of the park. This MOU will allow BPRD to create an RFP for a new playground at the conclusion of the project and be reimbursed up to \$160,000 for the material and installation costs.

RESPECTFULLY SUBMITTED,

Staff Name, Title

2021-January



STAFF REPORT

Agenda Item:B-6
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: February 23, 2021
SUBJECT: CONTRACT FOR SERVICES WITH SKIP DALEY

Recommendation

Staff recommends the approval of the contract for services with Skip Daley. He will be coordinating and hosting up to 8 trivia events held by the department this year. Account: Community Events: 201-18-186500-53990 – Amount not to exceed \$1,200.

Background

This will be the second year for the Bloomington Trivia Championship Series. The series consists of 5 nights of trivia from March through November and an invitation only championship night in December. He will be creating all of the questions and answers for the events and will be the emcee at the events. The contract is for up to 8 events in case we decide to hold other trivia-related events this year. Skip did a great job with the trivia series in 2020 and we are happy to have him help us again this year. .

RESPECTFULLY SUBMITTED,

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

Bill Ream, Community Events Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND SKIP DALEY**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Skip Daley ("Contractor").

Article 1. Scope of Services

Contractor shall create and organize all questions and answers and shall be the host for up to eight (8) Department offered trivia events. 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 Bill Ream as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed one thousand two hundred dollars (\$1,200). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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:
6-9pm on March 5, May 14, July 9, September 10, November 5, December 10 and up to 2 more to be determined dates.

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

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

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

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

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

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

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

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 Parks and Recreation Attn: **Bill Ream, 401 N. Morton St. Suite 250, Bloomington, IN 47402. Contractor: Skip Daley, 1501 W. Edinburgh Rd., 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

SKIP DALEY

Skip Daley

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 _____, 2021.

SKIP DALEY

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: _____



STAFF REPORT

Agenda Item: B-7
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: February 23, 2021
SUBJECT: REVIEW/APPROVAL OF ALCOHOL SALES AT DEPARTMENT MANAGED EVENTS IN SWITCHYARD PARK

Recommendation

Staff recommends approval of the sale of alcohol at Parks and Recreation events taking place at Switchyard Park. Staff will utilize local vendors to provide alcohol and will work with the vendors to secure a bar area where individuals 21 and over will be able to purchase and consume alcohol within a designated area at various department run events at the park.

Background

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

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

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator



STAFF REPORT

Agenda Item: B-8
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Hsiung Marler
DATE: February 23, 2021
SUBJECT: SERVICE AGREEMENT - ELECTRIC PLUS, INC

Recommendation

Staff recommends approval of the service agreement with Electric Plus for an amount of \$9,900 under GF 200-18-189006-53610 to provide electrical maintenance and repairs at Switchyard Park and other Parks and Recreation facilities.

Background

Electric Plus was the subcontractor responsible for electrical work during construction of Switchyard Park. Using them for electrical maintenance and repairs at Switchyard Park will utilize their knowledge and expertise of the park and save time and money to the City of Bloomington.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "H Marler", is positioned above a horizontal line.

Hsiung Marler, General Manager Switchyard Park

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

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Electric Plus, INC ("Contractor").

Article 1. Scope of Services Contractor shall provide electrical repairs and improvements at City park properties and facilities ("Services") at an hourly rate of Ninety Dollars (\$90.00), with a minimum of one (1) hour charge plus materials. Contractor shall provide the Services for a set price per hour Monday through Friday 7:00am-3:30pm and all other time for an after hour rate of One Hundred and Thirty Five Dollars (\$135.00), plus materials, except on Sunday which the hourly rate will be One Hundred and Eighty Dollars (\$180), 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 Hsiung Marler or Maggie Tull for Switchyard Park 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 Nine Thousand and Nine Hundred Dollars (\$9,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: ATT: Hsiung Marler for Switchyard Park; 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.

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

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

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

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

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

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 Parks and Recreation, Attn: Hsiung Marler, 401 N. Morton, Bloomington, IN 47402. **Contractor: Electric Plus, INC, 173 S CR 525 E Avon, IN 46123.** 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

ELECTRIC PLUS, INC

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

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____.

Electric Plus, 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: _____



STAFF REPORT

Agenda Item: B-9
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February, 23, 2021
SUBJECT: REVIEW AND APPROVAL OF THE 2021 PERFORMANCE AND ENTERTAINMENT AGREEMENT TEMPLATE

Recommendation

Staff recommends approval of the 2021 Performance and Entertainment Agreement Template. This agreement outlines the compensation, performance, dates and times, and the length of performance between the artists/entertainers and Bloomington Parks and Recreation. This agreement is utilized for various community events that will be held throughout 2021. Artists and entertainers will be paid for out of the following accounts. 201-18-186506-53990 or 200-18-186500-53990.

Background

Every year for the past 40 years, the Bloomington Parks and Recreation Department has brought free concerts to our community parks through the Performing Arts Series and, for over a decade, through the People's Park Concert Series as well. This agreement is used for the booking of performers, entertainers, and /or entertainment companies for the Bloomington Parks and Recreation sponsored events, the Performing Arts Series, the Peoples Park Concert Series, and for community events and programs. This year's agreement has been updated to include force majeure clause that covers cancellations due to COVID-19. Dates on the agreement have been updated for 2021.

RESPECTFULLY SUBMITTED,

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

2021-January

2021 PERFORMANCE AND ENTERTAINMENT AGREEMENT

This Agreement, entered into this _____ day of _____ 2021, by and between _____, (“Artist/Entertainer”) and the City of Bloomington Parks and Recreation Department (“City”) WITNESSETH:

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

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

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

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

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

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

Performance or Event Day:

Performance or Event Date:

Performance or Event Location:

Arrival Time:

Rehearsal/Set-up Time:

Performance/Event Time:

Length of Performance/Event:

Artist/Entertainer Reports To:

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

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

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

4. Independent Contractor; Control of Performance. During the term of this Agreement the Artist/Entertainer shall be an independent contractor, and not an employee of City. City shall not withhold any federal or state income taxes, social security or any other federal or state payments. The Artist/Entertainer shall have exclusive control over the means, method and details of fulfilling the Artist's/Entertainer's obligation under this Agreement, except for performance time, date and minimum and maximum length of the Performance/Event.
5. Indemnification. The Artist/Entertainer shall defend, indemnify and hold harmless the City, the City of Bloomington Board of Park Commissioners, and their employees, agents and officers from any and all claims, damages, costs, attorney fees, and other liability arising out of this Agreement, even if arising from the negligence of releasees, or caused by the reckless, negligent or intentional actions or omissions of the Artist during the performance of, and in connection with, this Agreement, including any claim for infringement of copyright, patent right or other property right.
6. General. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.

The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

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

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

Contact -- City:

Contact – Artist/Entertainer:

Crystal Ritter/ Other City Contact

PO Box 848

Bloomington, IN 47402

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

812-349-3962

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

ARTIST/ENTERTAINER:

By: _____

Date: _____

**CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT**

By: _____

Paula McDevitt, Director

Date: _____

Philippa M. Guthrie, Corporation Counsel

Date: _____

APPENDIX A

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature _____

Printed name

[illegible]

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of ____, 2021.

Notary Public

Printed name _____

My Commission Expires:_____

Residing in _____ County



STAFF REPORT

Agenda Item: B-10 Date: 2/17/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February, 23, 2021
SUBJECT: REVIEW AND APPROVAL OF THE 2021 PARTNERSHIP AGREEMENT WITH THE RYDER MAGAZINE AND FILM SERIES

Recommendation

Staff recommends approval of the 2021 Partnership Agreement with the Ryder Magazine and Film Series for the Movies in the Parks 2021 season. The Bloomington Parks and Recreation Department will acquire sponsorship funds to pay for the movie licenses. The Ryder will acquire the movie licenses and will provide monthly advertisements in The Ryder Magazine. Movie licenses, movie rental/purchasing fees, and the advertisement fees to The Ryder Magazine will be paid for out of account 201-18-186506-53990.

Background

The partnership with The Ryder Film Series and Magazine (The Ryder) has brought free public screenings of movies for over 20 years to the Bloomington community. This partnership provides a way for the Bloomington Parks and Recreation Department (Parks) to acquire movie licenses at a discounted rate. This year 6 films in 3 locations: Bryan Park, Rev. Ernest Butler Park, and Switchyard Park, will be offered. The partnership includes compensating The Ryder an additional amount equal to half of the remainder of movie sponsorship revenue, in an amount not to exceed One Thousand Eight Hundred Dollars (\$1800.00) in addition to the, One Thousand Five Hundred Dollars (\$1500.00), cost of the movie rights and shipping fees. The Ryder will provide monthly advertisements in The Ryder magazine promoting the Movies in the Park series. The Ryder will provide access to marketing pieces (logos, pictures, etc) associated with selected movies. No changes have been made to this year's agreement except for updating dates for 2021.

RESPECTFULLY SUBMITTED,

2021-January



Crystal Ritter, Community Events Coordinator



COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

The Ryder Film Series

This Agreement is made and entered into this _____ day of _____, 2021, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and The Ryder Film Series (“Ryder”).

WHEREAS, BPRD and The Ryder desire to cooperate in the provision of free outdoor movies for the benefit of the general public; and

WHEREAS, The Ryder is qualified to perform such services with BPRD; and

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which provides for increased entertainment opportunities for the Bloomington community by combining available resources from each partner to the Agreement.

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from April 1, 2021, to December 31, 2021, unless early termination occurs as described in Article 7 of this Agreement.

3.0 Bloomington Parks & Recreation:

The goal of BPRD is to build a positive relationship with The Ryder in order to provide more affordable entertainment opportunities for the Bloomington community. BPRD agrees to:

3.1. Provide a screen, sound equipment, projector, and staffing for the *Movies in the*

Park series and any other movies shown in BPRD facilities.

- 3.2. Secure financial sponsorship and schedule movie times for the *Movies in the Park* movie series and any other movies shown in BPRD facilities.
- 3.3. Promote the *Movies in the Park* in a quarterly Program Guide and through public service announcements and news releases, listing The Ryder as a co-sponsor in all publicity.
- 3.4. Work with The Ryder on selecting appropriate films for movies shown in BPRD facilities. The total cost of the movie rights and shipping fees for the Movies in the Park Series shall be no more than One Thousand Five Hundred Dollars (\$1,500.00). The BPRD also has the option to obtain a movie on its own and not pay shipping fees. Additional costs will be associated with any additional films added at later dates within the year.
- 3.5. Compensate the Ryder for the cost of the movie rights and shipping costs, plus an additional amount equal to half of the remainder of movie sponsorship revenue, in an amount not to exceed One Thousand Eight Hundred Dollars (\$1,800.00).
- 3.6. Pay The Ryder in two (2) installments, one following the third movie and one following the sixth movie. BPRD will email The Ryder after the third and sixth movie to secure an invoice for the amount due, and will pay the invoice within thirty (30) days after receipt. In the event that a movie is rescheduled, BPRD will cover any additional shipping fees. Additional movies scheduled by BPRD staff will be invoiced separately by program areas.

4.0 The Ryder:

The goal of The Ryder is to provide free outdoor movies to the Bloomington community. The Ryder agrees to:

- 4.1. Promote *Movies in the Park* in its film series calendar, listing BPRD as a co-sponsor in all publicity.
- 4.2. Provide two (2) full-page advertisements to thank and appreciate the movie sponsors in The Ryder magazine, one in the month before the series begins and one in the month after the series ends.
- 4.3. Provide monthly ¼ size advertisements in The Ryder magazine promoting *Movies in the Park*. BPRD will provide these to The Ryder. The Ryder will provide Bloomington Parks and Recreation a list of 2021 publication dates for the Ryder Magazine and the dimensions of the ad spaces to Bloomington Parks and Recreation's Community Relations Manager in a timely manner.
- 4.4. Work with BPRD on selecting appropriate films for Movies in the Park Series as well as any additional movies shown in BPRD facilities.

- 4.5. Provide invoices for payment by BPRD. Following the third and sixth movies. The Ryder will provide an invoice to BPRD for the amount due. Separate invoices will be sent to program areas if additional movies are scheduled.
- 4.6. Secure all movies and the rights to show the movies.
- 4.7. The Ryder will consult with BPRD staff on best practices and industry trends.
- 4.8. The Ryder will provide access to marketing pieces (logos, pictures, etc) associated with selected movies for the Movies in the Park Series.

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

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

- 5.1. The staff and personnel involved will at all times represent all partners to this Agreement in a professional manner and reflect the commitment of both partners to quality services and customer satisfaction.
- 5.2. The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.
- 5.3. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.
- 5.4. The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
- 5.5. This Agreement and the services provided will be evaluated in January 2021 .

6.0 Notice and Agreement Representatives:

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

Bloomington Parks & Recreation
Becky Higgins
Box 848
Bloomington, IN 47404

The Ryder
Peter Lopilato
405 West Fourth St.
Bloomington, IN 47404

barrickb@bloomington.in.gov

812-349-3713

812-339-2002

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

Bloomington Parks & Recreation

Crystal Ritter

Box 848

Bloomington, IN 47404

ritterc@bloomington.in.gov

812-349-3962

The Ryder

Peter Lopilato

405 West Fourth St.

Bloomington, IN 47404

peter@theryder.com

812-339-2002

7.0 Termination:

- 7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2021, by mutual written agreement only.
- 7.2.** Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.
- 7.3.** The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Ryder of any such termination and the reasons therefor in writing

8.0 Waiver

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

9.0 Release and Hold Harmless Agreement:

The Ryder, including its representatives, agents, and assigns, does hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims,

causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement, even if caused by the negligence of releasees.

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

BLOOMINGTON PARKS AND RECREATION DEPARTMENT

Ellen Rodkey
Board of Park Commissioners

Paula McDevitt, BPRD Director

Philippa M. Guthrie, Corporation Counsel

THE RYDER FILM SERIES

Peter Lopilato



STAFF REPORT

Agenda Item: B-11
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Becky Higgins, Recreation Services Division Director
DATE: February 23, 2021
SUBJECT: GRANT PARTNERSHIP AGREEMENT WITH AREA 10 ON AGING

Recommendation

Staff recommends approval of the 2021 partnership agreement with Area 10 on Aging. . Funding source is Parks GF Administration account (200-18-181000-53960) not to exceed the amount of \$20,000.

Background

Due to the popularity, community support and senior participation, the department would like to continue to support Area 10 Endwright East Active Living Community Center in 2021 with funds not to exceed \$20,000. While the Center was closed most of 2020 due to COVID, it continued to provide virtual programming opportunities its over 500 senior citizen members. The funding for operations will be provided through Parks Administration GF budget.

	Jan 2020	Feb	Mar*	Apr**	May **	June**
Cumulative membership	505	517	520	521	521	523
Daily usage for month	542	673	239	1335	987	938
	July**	Aug**	Sept**	Oct**	Nov**	Dec**
Cumulative membership	523	523	523	523	523	523

Daily usage for month	1132	990	985	828	942	1086
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* pandemic hit mid-month and forced closure of center

** shifted entirely to virtual programming support

During summer and fall months, we did small in-person physically distanced activities like bike rides, walking, kayaking and hiking.

RESPECTFULLY SUBMITTED,



Becky Higgins, Recreation Services Division Director



GRANT PARTNERSHIP AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2021 by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Area 10 Agency on Aging (“Area 10”).

WITNESSETH:

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

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

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

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

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

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

1. PURPOSE OF AGREEMENT

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

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from February 23, 2021 to December 31, 2021, unless early termination occurs as described in paragraph 9, below.

3. FUNDING

BPRD agrees to provide funding to Area 10 up to the amount of Twenty Thousand dollars (\$20,000) to be used exclusively for activities described below in paragraphs 4 and 5, and subject to the terms of this Agreement.

4. AREA 10 ENDWRIGHT EAST ACTIVE LIVING COMMUNITY CENTER

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

i. Programming:

- a. Serve as the location (College Mall) for Endwright East Tuesdays and Thursdays 10am – 3pm January 2021 through December 2021.
- b. Provide program administration and on-site supervision for all operations.
- d. Seek grant funding for the continuation and growth of Endwright East programs.
- e. Coordinate health, wellness, and social programming in response to members' interests.
- f. Maintain the authority to manage activities and to collect and retain fees as necessary to maintain facility operations.

ii. Facilities Management:

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

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

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

5. BLOOMINGTON PARKS AND RECREATION

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

Operational Assistance:

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

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

Payments:

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

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

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

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

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

All marketing and public relations information shall designate Area 10 Endwright East

programs as a partnership between Area 10 and Bloomington Parks and Recreation Department, followed by a listing of its collaborators (e.g. IU Health Bloomington), and ending with recognition of sponsors and/or grantors.

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

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

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

7. INSURANCE

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

8. NOTICE AND AGREEMENT REPRESENTATIVES

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

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

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

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

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

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

9. TERMINATION

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

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

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

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

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

Area 10 Agency on Aging

Chris Myers, CEO

Philippa Guthie, Corporation Counsel

Paula McDevitt, Administrator

Leslie J Coyne, President
Board of Park Commissioners

[illegible]

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

- Signature

[illegible]

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2021.

My Commission Expires: _____



STAFF REPORT

Agenda Item: B-12
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Cory Hawkins, Program Specialist, Banneker Community Center
DATE: February 23, 2021
SUBJECT: EL MERCADO PARTNERSHIP AGREEMENT

Recommendation

Staff recommends approval of a partnership agreement with El Mercado which will provide space for El Mercado to hold a monthly Market event at the Banneker Community Center. In exchange, El Mercado will provide volunteers to assist Banneker's youth programs and lead staff educational workshops for adults and families both virtually and in-person.

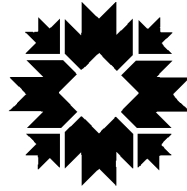
Background

El Mercado is a community effort to create an inclusive Bloomington and to make resources available to underserved communities. The mission of El Mercado is to create a platform for persons of color (POC) artisans, cooperatives, small business owners, local groups & organizations to network, trade and invest in a collaborative economy. El Mercado seeks to build a culture based on mutual aid and environmental sustainability through education and community building events.

RESPECTFULLY SUBMITTED,

Cory Hawkins, Program Specialist, Banneker Community Center

2021-February



**CITY OF BLOOMINGTON
parks and recreation**

COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

Partner(s):

This Agreement is made and entered into this _____ day of February, 2021 by and between the City of Bloomington Parks and Recreation Department (“BPRD”), and El Mercado (“El Mercado”).

WITNESSETH:

WHEREAS, there is a need to provide programs which promote social, physical, emotional, mental, and environmental inclusivity in order to create a more inclusive Bloomington; and

WHEREAS, El Mercado’s purpose and goals coincide with Bloomington Parks and Recreation Department’s purpose and goals for providing service, reaching out into the Bloomington community to make resources available to underserved communities ; and

WHEREAS, El Mercado has the ability to enhance the community’s quality of life through programs, events and education that creates awareness, promotes financial literacy, fosters self-responsibility and encourages economic growth practices; and

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

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

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

1.0 Purpose of Agreement:

The purpose of this agreement is to outline a mutually beneficial program partnership, which will provide space for El Mercado to hold a monthly Market event in exchange for volunteer hours.

2.0 Duration of Agreement:

The term of this Agreement shall begin upon signing and run through December 31, 2021, unless terminated earlier as provided under Article 4, below. The partners may agree to extend the term of the agreement on an annual basis.

3.0 City of Bloomington Parks and Recreation Department Agrees to:

- 3.1 Schedule one four hour rental, an approximate value of \$120, of the Banneker Community Center gymnasium and any additional necessary space (i.e. after school room, kitchen) per month on Sunday afternoon, specific dates to be determined by both parties.
- 3.2 Provide a staff building supervisor to assist with requested equipment (i.e. tables, chairs, projector, and screen) for setup and breakdown of El Mercado's monthly market event. Equipment is to be used on site only.

4.0 El Mercado Agrees to:

- 4.1 Coordinate volunteer hours with Banneker's Program Specialist at a rate of two (2) hours of volunteer service to one (1) hour of waived rental fee; including, but not limited to, participating in and leading activities with the Banneker at the 'View after school' program at Fairview and the Teen Leadership Institute held at Banneker Community Center.
- 4.2 Coordinate and host a monthly market event to support local minority artists and business owners. Included will be the opportunity to provide business development, growth and production opportunities, and educational courses and make sustainable, local economy tools and information accessible to under-served community members as part of the monthly market.

5.0 Terms Mutually Agreed to By All Partners:

- 5.1 The staff and personnel involved will at all times represent all partners to this agreement in a professional manner and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.2 The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.
- 5.3 The staff involved in this agreement will strive to create a platform for Black, indigenous, persons of color (BIPOC) artisans, cooperatives, small business owners, local groups & organizations to network, trade and invest in a collaborative economy.
- 5.4 BPRD and El Mercado will identify and utilize opportunities to collaborate on marketing, co-brand, and enhance those strategies to promote resources available to the community. Strategies will be periodically evaluated for success and modified based on changing communication technology and processes. BPRD must approve all marketing materials prior to being finalized.
- 5.5 The commitment of personnel, facilities, supplies will be honored according to the timetable agreed upon by all parties. Facility usage of the Banneker Community Center will be granted to El Mercado monthly market by the hour. For each hour of facility usage, El Mercado agrees to provide two (2) hours of volunteer services.

- 5.6 The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- 5.7 Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside City of Bloomington facilities and the consumption of alcoholic beverages on City of Bloomington property. These prohibitions are also applicable for participants (registered teens, employees and volunteers).
- 5.8 El Mercado 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). El Mercado shall sign an affidavit, attached as Exhibit A, affirming that El Mercado does not knowingly employ an unauthorized alien. El Mercado shall require any subcontractors performing work under this contract to certify to El Mercado 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. El Mercado shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.
- 5.9 The parties will evaluate this Agreement and the services provided during the month of December, 2021.

6.0 Termination:

- 6.1 Termination by mutual agreement: The parties may mutually agree to terminate this Agreement. Unless otherwise terminated per the terms of this Agreement, the Agreement shall be in effect from the date signed until December 31, 2021.
- 6.2 Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.
- 6.3 The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify [Contractor/Partner/Agency] of any such termination and the reasons therefore in writing.

7.0 Release and Hold Harmless Agreement:

El Mercado, the City of Bloomington and its Parks and Recreation Department do hereby mutually agree to release, indemnify and hold harmless each other, and their employees, officers and agents from any and all claims or causes of action that may arise from their

reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims of personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party, even if arising from the negligence of releasees. Each party shall agree to accept the full responsibility for its own negligence and actions.

8.0 Insurance:

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

9.0 Notice:

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

Becky Higgins (812) 349-3713 Bloomington Parks & Recreation 401 N. Morton St. Bloomington, IN 47402	Cori Sereni (812) 272-3718 El Mercado elmercado812@gmail.com
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9.2 Representatives for the day to day operational implementation of this agreement are:

Bloomington Parks & Recreation Cory Hawkins (812) 349-3735 930 W 7th Street Bloomington, IN 47404	El Mercado Cori Sereni elmercado812@gmail.com (812) 272-3718
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IN WITNESS WHEREOF, the partners have signed this Agreement on the date first set forth.

El Mercado:

Cori Serani, El Mercado

Date

CITY OF BLOOMINGTON:

Paula McDevitt
Administrator, BPRD

Date

Kathleen Mills
President, Board of Park Commissioners

Date

Philippa M. Guthrie, Corporation Counsel

Date

APPENDIX A

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed name

[illegible]

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2021.

Notary Public

Printed name

My Commission Expires: _____

Residing in _____ County



STAFF REPORT

Agenda Item: B-13
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Daren Eads, Facility Coordinator
DATE: February 23, 2021
SUBJECT: REVIEW/APPROVAL OF AMENDMENT TO ORACLE ELEVATOR SERVICE AGREEMENT

Recommendation

Staff recommends approval of the amendment to the ORACLE ELEVATOR service agreement for the Parks department. After approval of the service agreement by the Park Board on December 17, 2020, Oracle Elevator requested changes to the approved service agreement. Changes requested include company name and in article 11: Indemnification and article 12: Insurance. City of Bloomington Legal department have reviewed and approved the requested changes.

Background

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. "Public Work" means any service done on city property that is paid for out of a public fund. The manual outlines that if the work involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing. These service contracts are to manage emergency or standard repairs and/or services as the need arises.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Daren Eads". The signature is fluid and cursive, with the first name "Daren" and last name "Eads" clearly distinguishable.

Daren Eads, Facility Coordinator

**AMENDMENT TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND ORACLE ELEVATOR**

This Amendment to the *Agreement Between City of Bloomington Parks and Recreation Department and Oracle Elevator Elevator Service Agreement* (“Agreement”) is entered into on this _____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (“Department”), and Oracle Elevator (“Contractor”),

WHEREAS, the Department entered into the Agreement with Oracle Elevator (“Contractor”) in January, 2021 to service and adjust elevators at the Twin Lakes Recreation Center and the Banneker Community Center; and

WHEREAS, after approval the Contractor requested changes to the service agreement; and

WHEREAS, this has resulted in changes made to approved service agreement; and

WHEREAS, the Department and Contractor are in agreement for the requested changes; and

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

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

Company name changed to “Oracle Elevator Holdco, Inc”

Article 11. Indemnification of the Agreement shall be amended by deleting “the Agreement or occasioned by”.

Article 12. Insurance of the Agreement shall be amended by deleting “and d) Professional Liability Insurance (“Errors and Omissions Insurance) with a minimum limit of \$2,000,000 annual aggregate”.

All other terms of the Agreement not expressly amended herein remain in full force and effect.

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

CITY OF BLOOMINGTON

ORACLE ELEVATOR HOLDCO, INC

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND ORACLE ELEVATOR HOLDCO, 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 Oracle Elevator Holdco, Inc ("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, 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 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 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. 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 – 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 HOLDCO, 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.

ORACLE ELEVATOR HOLDCO, 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: B-14
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: February 9, 2021
SUBJECT: CATALENT INDIANA, LLC USE OF TWIN LAKES SOFTBALL PARKING
LOT ADDENDUM

Recommendation

Staff recommends approval of this addendum extending the use of Twin Lakes Softball Parking lot. No funds are transacted with this agreement.

Background

The Department entered into an agreement with Catalent Indiana, LLC in December 2020 where Catalent was granted use of Twin Lakes Softball Parking lot. Catalent has hired many new employees and shuttles them back and forth between locations.

That agreement terminates on March 15, 2021. This amendment extends the agreement to August 15, 2021 and limits the use of spaces to 100 during 5pm-11pm and no use during Saturdays and Sundays. These restrictions will allow the Department to continue use for normal activity during league and tournament play.

The original 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.

RESPECTFULLY SUBMITTED,

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

John Turnbull, Division Director Sports

**ADDENDUM
TO
AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CATALENT INDIANA, LLC
FOR
PARKING SPACE USE AT TWIN LAKES SPORTS PARK**
(Entered in this ____ day of _____, 2021)

WHEREAS, on or about **December 8, 2020**, the City of Bloomington Department of Parks and Recreation (the “Department”) and Catalent Indiana, LLC (“Catalent”) entered into an Agreement to use parking space at Twin Lakes Sports Park; and

WHEREAS, on or about March 15, 2021 that original agreement is to expire; and

WHEREAS, the Department wishes to extend this agreement; and

WHEREAS, Catalent is in agreement with this addendum; and

WHEREAS, pursuant to Article 1.1 of said Agreement, the term of this agreement may be extended with written agreement by the parties to this Agreement.

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

Article 1.1 Term of Agreement: To extend past March 15, 2021 to August 15, 2021.

Article 1.2. Use of Spaces: To addend the Agreement with Catalent to specify the use of no greater than 100 parking spaces between 5pm-11pm, Monday-Friday and no use on Saturdays and Sundays.

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

CITY OF BLOOMINGTON

CATALENT INDIANA, LLC

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, Park Board President
Board of Park Commissioners

Title

Phillippa M. Guthrie, Corporation Counsel



MEMORANDUM

TO: Philippa Guthrie
FROM: Paula McDevitt
DATE: November 20, 2020
RE: Memo of agreement with Catalent shuttling employees to and from
Twin Lakes Softball Parking Lot

Funding Source: No funds are transacted per this agreement

Total Dollar Amount of Contract: n/a

Expiration Date of Contract: March 15, 2021

Renewal Date for Contract: undetermined

Department Head Initials of Approval:PM

Due Date For Signature: 12/8/2020

Record Destruction Date (Legal Dept to fill in):

Legal Department Internal Tracking #:

**PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS
ATTORNEY:**

Daniel Dixon

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS
DEPARTMENTAL EMPLOYEE:**

Paula McDevitt

Summary of Contract: Catalent is planning to hire a few hundred more employees and need parking. They will shuttle those employees and be responsible for all potential aspects of this use of this parking lot. We have no active use during the dates of this agreement.

**PARKING SPACE USE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CATALANT INDIANA, LLC**

This Parking Space Use Agreement ("Agreement"), entered into on this 17th day of December, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "City"), and Catalant Indiana, LLC ("Catalant"),

WITNESSETH:

WHEREAS, Catalant 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 Catalant 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** Catalant 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 Catalant's employees. The City shall not charge rent to Catalant 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 Catalant'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** Catalant 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** Catalant's employee vehicles shall not have a reserved parking space in the Park. Catalant'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

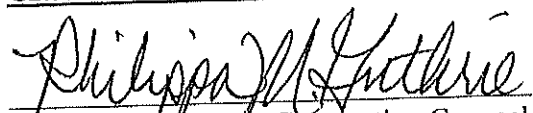
City and Catalent each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives 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.

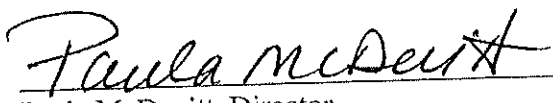
CITY OF BLOOMINGTON


 Philippa M. Guthrie, Corporation Counsel

CATALENT INDIANA, LLC

DocuSigned by Denis Johnson
 Denis Johnson
 Denis Johnson
 70D9CAE149CC48609A92CED3EA51EBE8
 I approve this document 07-Jan-2021
 07-Jan-2021 | 10:17:03 AM EST

CITY OF BLOOMINGTON PARKS AND RECREATION


 Paula McDevitt, Director


 Kathleen Mills, President, Board of Park Commissioners

Certificate Of Completion

Envelope Id: D3C4D3F86AC445C19839BA998CCAD98F

Subject: Twin Lakes Parking Agreement with City of Bloomington

Source Envelope:

Document Pages: 5

Certificate Pages: 2

AutoNav: Enabled

EnvelopeId Stamping: Disabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

William Echols

14 Schoolhouse Rd.

Somerset, NJ 08873

Grant.Echols@catalent.com

IP Address: 66.244.68.193

Record Tracking

Status: Original

1/7/2021 10:06:02 AM

Holder: William Echols

Grant.Echols@catalent.com

Location: DocuSign

Signer Events

Denis Johnson

Denis.Johnson@catalent.com

GM

Catalent, Inc.

Security Level: Email, Account Authentication
(Required)

Signature

Denis Johnson

Signature Adoption: Pre-selected Style

Signature ID:

70D9CAE1-49CC-4860-9A92-CED3EA51EBE8

Using IP Address: 68.58.39.21

Timestamp

Sent: 1/7/2021 10:11:51 AM

Viewed: 1/7/2021 10:16:39 AM

Signed: 1/7/2021 10:17:31 AM

With Signing Authentication via DocuSign password

With Signing Reasons (on each tab):

I approve this document

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

William Echols

grant.echols@catalent.com

Catalent, Inc

Security Level: Email, Account Authentication
(Required)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIED

Sent: 1/7/2021 10:17:32 AM

Resent: 1/7/2021 10:17:33 AM

Viewed: 1/10/2021 7:15:35 PM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/7/2021 10:11:51 AM
Certified Delivered	Security Checked	1/7/2021 10:16:39 AM
Signing Complete	Security Checked	1/7/2021 10:17:31 AM
Completed	Security Checked	1/7/2021 10:17:32 AM
Payment Events	Status	Timestamps



STAFF REPORT

Agenda Item: B-15 Date: 2/17/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Scott Pedersen, Youth Sports Coordinator
DATE: February 23, 2021
SUBJECT: REVIEW/APPROVAL OF TURF WORK AT OLCOTT PARK

Recommendation

Staff recommends approval of turf work and repair on the south field at Olcott Park by a local company, GREENSCAPERS. Work will begin in April until the items listed below are completed. Funds for this job would come from 200-18-187208-53990 with transfers from 200-18-187202-53650.

Background

The Parks and Recreation Department has had issues with the condition of the turf at Olcott Park. The Olcott Park athletic fields are highly used and easily accessible and get substantial use. To get the turf in optimal condition, it needs turf work done by a professional. The scope of work includes soil testing, core aeration, slit seeding, fertilization, and weed control.

Specifications were sent out and several meetings on site occurred. Three quotes were received. Emerald Grading Inc. for \$5,118.55; Thrasher Landscape, Inc. itemized their quote in excess of \$10,000; and GreenScapers Professional Turf and Tree Care for \$4,119. GreenScapers is our recommended vendor as the most responsive and responsible quote.

RESPECTFULLY SUBMITTED,

Scott Pedersen, Youth Sports Coordinator

2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
GREENSCAPERS, LLC
FOR
OLCOTT PARK TURF WORK**

This Agreement, entered into on this 23 day of February, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and GREENSCAPERS (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to repair south field turf at Olcott Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the turf work and repair _____ (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, 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 Scott Pedersen 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 four thousand one hundred and nineteen dollars and zero cents (\$4,119.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Scott Pedersen
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

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		GreenScapers Professional Turf and Tree Care
Attn: Scott Pedersen		5142 West Vernal Pike
401 N. Morton, Suite 250		Bloomington, IN 47404
Bloomington, Indiana 47402		

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON**GREENSCAPERS, LLC**

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Scope:

The work desired is soil testing, core aeration, fertilization, weed control, pest control, and slit seeding of the south athletic field at Olcott Park. The scope of work does not include mowing or lining.

Specifications:

1. SOIL TESTING – At least one soil test for the calendar year.
2. CORE AERATION – Two core aerations per calendar year. These aerations shall be in two directions with a minimum 9 holes per square foot and 2 to 3 inches in depth.
3. SLIT SEEDING – Two applications of seed with approved mixture of types. The seed is to be provided by the vendor.
4. FERTILIZATION- A minimum of 2 applications of turf fertilizer for the calendar year. Nitrogen application should be slow or control release at a minimum 6 lbs per 1000 square feet on the playing surface.
5. WEED CONTROL- A minimum of 2 applications, by sprayer, per calendar year to control weeds, pests, or diseases. Post emergent herbicide applications as needed to maintain aesthetic appearance.
6. SCHEDULE NOTIFICATION AND SIGNAGE- Vendor will have to communicate with the field scheduler to time the applications to avoid disruption. Proper signage when application is required by our department.

EXHIBIT B

“Project Schedule”

Work is to begin in April of 2021 until completed.

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____.

GREENSCAPERS, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-16
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: February 23, 2021
SUBJECT: AGREEMENT WITH MONROE COUNTY HISTORY CENTER

Recommendation

Staff recommends approval of the Partnership Agreement with Monroe County History Center (MCHC) for the curation of (9) historic artifacts discovered at Leonard Springs Nature Park.

Background

Parks staff would like to loan historic artifacts to MCHC for safekeeping and further interpretation. Artifacts include (2) metal rods, (1) chain section, (1) wheel hub, (4) pieces of stoneware pottery, and (1) teacup.

These artifacts are thought to be remains of mill and distillery operations that once existed along Shirley Springs and Leonard Springs in the early 1800s. This archeological site had been previously studied in 1999 but due to stream erosion, these new artifacts as well as additional foundations were discovered while planning an educational program in October 2020.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Rebecca Swift", is positioned above a horizontal line.

Rebecca Swift, Natural Resources Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

**COOPERATIVE SERVICE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION BPRD
AND
MONROE COUNTY HISTORY CENTER
FOR
HISTORIC ARTIFACT PRESERVATION**

Partner(s):

This Agreement is made and entered into this _____ day of _____, 2021, by and between the City of Bloomington Parks & Recreation BPRD, (“BPRD”) and the Monroe County History Center (“MCHC”).

WHEREAS, BPRD wishes to loan historic artifacts for safe keeping; and

WHEREAS, the BPRD requires the services of a professional in order to perform the proper curation of the artifacts (the “Services” as further defined below); and

WHEREAS, MCHC is willing and able to provide such Services to BPRD.

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

Article 1. Purpose of Agreement

The purpose of this Agreement is to outline a service partnership for the curation of historic artifacts found at Leonard Springs Nature Park. BPRD wishes for the artifacts to be cataloged and stored for further research and for use as educational resources. MCHC shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. MCHC 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. MCHC shall complete the Services required under this Agreement on or before March 1, 2031 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 MCHC’s work, MCHC agrees to maintain such coordination with the BPRD as may be requested and desirable, including primary coordination with Rebecca Swift, Natural Resources Coordinator as the BPRD’s Project Manager. MCHC agrees that any information or documents, including digital GIS information, supplied by the BPRD pursuant to Article 3, below, shall be used by MCHC for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the BPRD.

Article 2. Standard of Care

MCHC 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 BPRD shall be the sole judge of the adequacy of MCHC’s work in meeting the Standard of Care; however, the BPRD shall not unreasonably withhold its approval as to the adequacy of MCHC’s performance. Upon notice to MCHC and by mutual agreement between the parties, MCHC will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the BPRD

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

Article 4. 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 BPRD may terminate or suspend performance of this Agreement at the BPRD’s prerogative at any time upon written notice to MCHC. MCHC shall terminate or suspend performance of the Services on a schedule acceptable to the BPRD and the BPRD shall pay the MCHC 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 MCHC’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 MCHC in connection with this Agreement shall become the property of the BPRD, as set forth in Article 10 herein.

Article 5. Identity of the MCHC

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

Article 6. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by MCHC 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 BPRD or others on modifications or extensions of this project or on any other project. The BPRD may elect to reuse such documents; however any reuse or modification without prior written authorization of MCHC will be at the BPRD’s sole risk and without liability or legal exposure to MCHC. The BPRD shall indemnify, defend, and hold harmless the MCHC against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 7. Ownership of Documents and Intellectual Property

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

Article 8. Independent Contractor Status

During the entire term of this Agreement, MCHC shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractor's be construed to be, or represent themselves to be, employees of the BPRD. MCHC 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 9. Indemnification

MCHC shall defend, indemnify, and hold harmless the City of Bloomington, the BPRD, and the officers, agents and employees of the City and the BPRD 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 MCHC or its agents or employees, or any independent MCHCs directly responsible to it (collectively "Claims").

Article 10. Conflict of Interest

MCHC 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. MCHC agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 11. 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 12. 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 13. Assignment

Neither the BPRD nor the MCHC 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 14. Third Party Rights

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

Article 15. 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 16. Non-Discrimination

MCHC 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. MCHC understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent MCHCs doing work for the City. If MCHC believes that a City employee engaged in such conduct towards MCHC and/or any of its employees, MCHC or its employees may file a complaint with the City BPRD head in charge of the MCHC's work, and/or with the City human resources BPRD 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 17. Compliance with Laws

In performing the Services under this Agreement, MCHC 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, MCHC shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the BPRD in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 18. Notices

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

Bloomington Parks & Recreation

Paula McDevitt, Director
P.O. Box 848
Bloomington, IN 47402
mcdevitp@bloomington.in.gov
(812)349-3711

Monroe County History Center

Hilary Fleck, Collection Manager
202 E. Sixth St.
Bloomington, IN 47408
collection@monroehistory.org
(812)332-2517 Ext. 6

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

Article 19. Intent to be Bound

The BPRD and MCHC 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 20. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor does not knowingly employ an unauthorized alien. 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 21. Integration and Modification

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

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

CITY OF BLOOMINGTON

MONROE COUNTY HISTORY CENTER

Philippa M. Guthrie, Corporation Counsel

Hilary Fleck, Collection Manager

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A
“Scope of Work”

The Services shall include the following:

Care, Preservation and Exhibition

1. The lender states that the item(s) in this loan are his/her property or the property of the institution they represent.
2. The Monroe County History Center (Museum) will provide the same level of care to borrowed items as it does comparable property of its own. Measures will be taken to protect items from damage due to mishandling, fire, exposure to extremes of light, temperature and humidity and exposure to insects. It is understood by the lender and the Museum that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.

Evidence of damage at the time of receipt shall be recorded on the Incoming Condition Report form and damages incurred while in the Museum’s custody must be reported to the Collections Manager and documented by both parties when objects are returned.
3. The lender will be requested to provide written authorization for any alteration, treatment or repair of loaned items.
4. Loaned items shall remain in the possession of the Museum for the duration of the loan.
5. The Museum shall determine the amount of time any loaned item will remain on exhibit and may be removed at any time at the discretion of the professional staff.
6. The Museum will require 15 days’ notice in writing from the lender to terminate the Loan Agreement prematurely.

Insurance

1. Unless the lender expressly elects to maintain his/her own insurance coverage, objects will be insured by the Museum under its “all-risk” wall-to-wall policy. The policy referred to contains the usual exclusions of loss or damage due to such causes as wear and tear, gradual deterioration, insects, hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, or radioactive contamination; and for damage resulting from repairing, restoration, or retouching processes.
2. If the lender elects to maintain his/her own insurance coverage, then prior to transfer/delivery of the items, the Museum must be supplied with a certificate of insurance naming the Museum as an additional insured or waiving rights of subrogation. If the lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the lender (see no. 4 below). The Museum shall not be responsible for any error or deficiency in information furnished by the lender to the insurer or any lapses in coverage.
3. In the case of long-term loans, it is the responsibility of the lender to notify the Museum of current insurance valuations.
4. If insurance is waived by the lender, this waiver shall constitute the agreement of the lender to release the Museum from any liability for damages to or loss of the loan property.
5. The amount payable by insurance secured in accordance with this Loan Agreement is the sole recovery available to the lender from the Museum in the event of loss or damage.

Reproduction and Credit

1. Unless otherwise notified in writing by the lender, the Museum may photograph or reproduce the object(s) lent for educational, catalog, and publicity purposes. It is understood that objects on exhibit may be photographed by the general public.
2. Unless otherwise instructed in writing, the Museum will give credit to the lender as specified on the face of this Loan Agreement in any publication. Whether individual labels are provided for objects on exhibit is at the discretion of the Museum.

3. The use of terms for commercial purposes requires prior written agreement between the lender and the Museum.

Change in Ownership and/or Address

1. It is the responsibility of the lender or his/her agent to notify the Museum promptly in writing if there is any change in ownership of the objects or if there is a change in address of the lender.
2. The Museum assumes no responsibility to search for a lender (or owner) who cannot be reached at the address of record.

Return of Loans

1. Unless otherwise agreed in writing a loan terminates on the date specified on the face of the Loan Agreement. If no date is specified, the loan shall be for a reasonable period of time not to exceed three (3) years.
2. Objects will be returned only to the lender of record. In case of uncertainty the Museum reserves the right to require the Lender to establish title by proof satisfactory to the Museum.
3. Upon receipt/retrieval of loaned items the lender will sign the appropriate space on the loan agreement to document the return of their property.
4. Unless other arrangements have been agreed upon, at the termination of the loan the museum will contact the lender to retrieve their object(s). Property should be picked up by the lender within 60 days. Items will be maintained by the Museum at the lender's risk and expense for 60 days, after which the property will be deemed an unrestricted gift to the Museum in accordance with Indiana State Law (IC 32-34-5).

EXHIBIT B
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

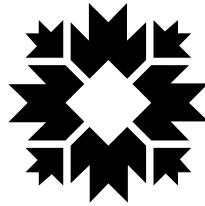
Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2021.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-17
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: February 23, 2021
SUBJECT: SERVICE AGREEMENT WITH RONNIE GENE PURSELL

Recommendation

Staff recommends approval of this Service Agreement with Ronnie Gene Pursell (Pursell Monuments) for headstone and monument repairs at Rose Hill and White Oak Cemeteries. Funding source: 200-18-189501-53990. Amount not to exceed \$2,500.00.

Background

Ronnie Gene Pursell (Pursell Monuments) has been repairing headstones and monuments at Rose Hill and White Oak Cemeteries for several years. His staff have consistently provided professional service and high quality results on complicated repairs. The purpose of this Service Agreement is to provide headstone and monument maintenance on an as-needed basis during 2021.

RESPECTFULLY SUBMITTED,

Joanna Sparks, City Landscaper

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

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Ronnie Gene Pursell ("Contractor").

Article 1. Scope of Services Contractor shall provide headstone and monument repairs in Rose Hill and White Oak Cemetery ("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 Joanna Sparks, City Landscaper, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2500.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joanna Sparks, City Landscaper, 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: Between March, 1, 2021 and 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.

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

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

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

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

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

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 Parks and Recreation Department, Attn: Joanna Sparks, City Landscaper, 401 N. Morton, Bloomington, IN 47402. Contractor: Ronnie Gene Pursell, 2103 South Kirby Road, Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and 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

RONNIE GENE PURSELL

Philippa M. Guthrie, Corporation Counsel

Ronnie Gene Pursell, Owner

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 _____, 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____.

Ronnie Gene Pursell

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: B-18
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: February 23, 2021
SUBJECT: CONTRACT WITH GREEN DRAGON LAWN CARE, INC (PRIMARY LOCATIONS)

Recommendation

Staff recommends approval of this Contract with Green Dragon Lawn Care, INC for mowing and trimming services at twenty (20) locations in 2021.

Funding source: 200-18-189000-53990. Amount not to exceed \$82,030.00.

Background

Having met the criteria for the 2021 Mowing and Trimming Services bid process and having the lowest bid, they were selected as the recipient of this Contract. Green Dragon Lawn Care, INC will provide mowing and trimming services at twenty (20) primary locations during 2021 (see below):

Banneker Community Center
Building and Trades Park
Crestmont Park
Ferguson Dog Park
Frank Southern Ice Arena
Highland Village Park
Latimer Woods
Miller-Showers Park
Mills Pool
Park Ridge East Park
Park Ridge Park
Peoples Park
RCA Community Park
Rev. Ernest D. Butler Park
Schmalz Farm Park

2021-January

Seminary Park
Southeast Park
Waldron, Hill, & Buskirk Park (includes BPD & AJB)
Winslow Sports Complex
Winslow Woods Park

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

2021-January

**AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
GREEN DRAGON LAWN CARE, INC
FOR
MOWING AND TRIMMING SERVICES AT PRIMARY LOCATIONS**

This Agreement, entered into on this ____ day of _____, 202__, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Green Dragon Lawn Care, INC ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to retain the Contractor's services for 2021 to provide mowing and trimming services at twenty locations (more particularly described in Exhibit A, "Scope of Work") ; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before November 1, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. The term of this contract shall be for one year with the option to renew for two more terms (three years maximum) under exact terms of original contract.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks, City Landscaper, 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. Standard of Care is specified in, but is not limited to, Exhibit B, "Standard of Care", attached hereto and incorporated into this Agreement.

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eighty-Two Thousand, Thirty Dollars and Zero Cents (\$82,030.00), as specified in Exhibit F, "Mowing Quote Form", attached hereto and incorporated into this Agreement. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to

act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

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.
- e. Umbrella Excess Liability with a minimum limit of \$5,000,000 each occurrence and 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. 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		Green Dragon Lawn Care
Attn: Joanna Sparks, City Landscaper		Attn: Brian Obery, Owner
401 N. Morton, Suite 250		P.O. Box 296
Bloomington, Indiana 47402		Clear Creek, IN 47426

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 E, affirming that Contractor has not engaged in any collusive conduct. Exhibit E 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

GREEN DRAGON LAWN CARE, INC

Philippa M. Guthrie, Corporation Counsel

Brian Obery, 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:

Primary Mowing and Trimming Locations:

Banneker Community Center
Building and Trades Park
Crestmont Park
Ferguson Dog Park
Frank Southern Ice Arena
Highland Village Park
Latimer Woods
Miller-Showers Park
Mills Pool
Park Ridge East Park
Park Ridge Park
Peoples Park
RCA Community Park
Rev. Ernest D. Butler Park
Schmalz Farm Park
Seminary Park
Southeast Park
Waldron, Hill, & Buskirk Park (includes BPD & AJB)
Winslow Sports Complex
Winslow Woods Park

EXHIBIT B

“Standard of Care”

A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and woody debris (i.e. tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall be collected and disposed of properly by the Contractor. All litter and woody debris collected in regards to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.
2. Typically the amount of litter and woody debris is minimal and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the City Landscaper or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extents (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement are in question, the City Landscaper or their designee, will make the final determination.
4. Grass shall be cut to a height of three (3) to five (5) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All fences (chain link, wood, etc.) require complete removal of vegetation from beneath the fence line.
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed by the Contractor.
9. Contractors equipment shall not be permitted in any mulch bed or landscaped area of any type. This includes traversing the mulch bed while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be edged to remove any overgrowth of turf and/or weeds. Note-herbicide usage by the Contractor is prohibited (see #15). Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on park activities. Parking lot curbs and street edges are expected to be maintained regularly.
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on soft hillsides or areas where rutting of the sod might result. Work in these areas shall be rescheduled when dry conditions permit, or be string trimmed to prevent rutting of the turf.

13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it and is not permitted.

14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.

15. No use of herbicides around playgrounds, swimming pools, or dog park enclosures will be permitted. Herbicide use in any other area requires the prior approval of the City Landscaper or their designee. See Section 6- the Bloomington Parks and Recreation Department IPM Plan for more information.

16. If the Contractor notices any vandalism, or damage of any kind to turf, trees, bushes or any amenity located in the park area, or within of the extents of any contractually mowed area, they shall be reported to the City Landscaper or their designee, as soon as possible.

17. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the City Landscaper, Urban Forester, or their designee.

18. Extreme caution is to be used when mowing and trimming around trees. Mower decks are to remain at least 12 inches from the base of all trees. See below Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.

B. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the contracted work. The Contractor shall provide a sufficient number of operators and equipment to insure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupation Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc. shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the City Landscaper or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

C. Personnel

The Contractor's personnel shall, at all times, present a neat appearance, and perform all mowing services in a safe manner and with courtesy to the recreating public. The City Landscaper or their designee, and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees in performing the work specified in this Agreement. The Contractor shall assume sole responsibility for the performance of their employees and shall address any concerns promptly and to the satisfaction of the City Landscaper or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the City Landscaper or their designee, may issue directives, and who shall accept and act upon such directives.

D. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50) feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the

discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws and ordinances shall be strictly observed. The City Landscaper or their designee, will require the Contractor to immediately discontinue all hazardous work practices upon verbal, or written, notice.

It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

Should an inspection by the City Landscaper or their designee, reveal that the Contractor's work results in any unacceptable maintenance condition:

1. The City Landscaper or their designee, at the time of the first incident shall call a meeting with the Contractor to review the concern.
2. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.
3. A third unacceptable condition, or a violation of the terms and conditions of the Agreement may result in termination of the agreement.

In the event the City of Bloomington has to take action to correct an unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

E. Damage Provision

If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense, or reimburse the City for the cost of the repairs or replacement.

Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars (\$ 75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be assessed in the form of a reduction in the monthly contractual payment. At the Contractor's request, the City Landscaper will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor and City Landscaper would determine and document any damage that already exists prior to Contractor beginning work.

EXHIBIT C

“Project Schedule”

1. The time period for these services shall begin on or about April 1, 2021 and terminate on or about November 1, 2021.
2. Work performed by the Contractor shall involve approximately twenty-six (26) weekly mowing cycles and approximately seven (7) monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the City Landscaper or their designee. Typically they will be every seven (7) to ten (10) days, depending on weather conditions.
4. No guaranteed minimum or maximum number of mowing cycles is either stated or implied. At their discretion, the City Landscaper or their designee, reserve the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.
5. The Contractor shall communicate with the City Landscaper or their designee, regarding hours, schedules, and any other conditions affecting performance of the work.
6. The Contractor may perform the work at any time, or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances, or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
7. The City Landscaper or their designee, may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least one week prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT E

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Green Dragon Lawn Care, INC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT F

2021

Mowing Quote Form- Primary Locations

Location		Cost Per Mowing Cycle
Banneker Community Center	= \$	50.00
Building and Trades Park	= \$	120.00
Crestmont Park	= \$	320.00
Ferguson Dog Park	= \$	425.00
Frank Southern Ice Arena	= \$	90.00
Highland Village Park	= \$	125.00
Latimer Woods	= \$	50.00
Miller-Showers Park	= \$	200.00
Mills Pool	= \$	75.00
Park Ridge East Park	= \$	150.00
Park Ridge Park	= \$	55.00
Peoples Park	= \$	70.00
RCA Community Park	= \$	200.00
Rev. Ernest D. Butler Park	= \$	250.00
Schmalz Farm Park	= \$	200.00
Seminary Park	= \$	120.00
Southeast Park	= \$	150.00
Waldron, Hill, & Buskirk Park (includes BPD & AJB)	= \$	100.00
Winslow Sports Complex	= \$	125.00
Winslow Woods Park	= \$	280.00
Total cost of all locations per mowing cycle	= \$	
Multiply by 26 (average number of cycles per year)	X 26	3155.00
Total Average Yearly Cost	= \$	82,030.00

Please Remember:

- Quoted prices MUST remain in effect for the duration of the one (1) year contract.
- No guaranteed minimum or maximum number of mowing cycles is stated or implied.

Name of Company: GREEN DRAGON LAWN CARE

Signature of Responsible Party: [Signature]

Printed Name of Responsible Party: BRIAN OBERY

Date: 1/30/21

Contact Information

Address: 8470 S. FAIRFAX RD

City: Bloomington

State & ZIP: IN 47401

Phone #1: 812-824-5619

Phone #2:

Email: BRIAN@GREENDRAGONLAWNCARE.COM

Reminder!

An approved affirmative action plan must be on file with the City of Bloomington prior to submitting quote.

The following must be submitted with Quote:

1. Proof of insurance, or proof of ability to obtain insurance.
2. List of mowing equipment inventory
3. Provide two more references
4. Provide details of experience in the Lawn Care business.



STAFF REPORT

Agenda Item: B-19
Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: February 23, 2021
SUBJECT: CONTRACT WITH GREEN DRAGON LAWN CARE, INC (ALTERNATE LOCATIONS)

Recommendation

Staff recommends approval of this Contract with Green Dragon Lawn Care, INC for mowing and trimming services at sixteen (16) locations in 2021.

Funding source: 200-18-189000-53990. Amount not to exceed \$34,970.00.

Background

Having met the criteria for the 2021 Mowing and Trimming Services bid process and having the lowest bid, they were selected as the recipient of this Contract. Green Dragon Lawn Care, INC will provide mowing and trimming services at sixteen (16) alternate locations during 2021 (see below):

4th Street & Dunn Street Parking Lot
6th Street & Lincoln Street
7th Street & Morton Street
College Mall Road & Moores Pike (NE Corner)
Dodds Street Triangle Median Islands (2)
Kirkwood Avenue & North Adams Street (SW corner)
McDoel Gardens
Patterson Drive
Polly Grimshaw Trail
South Sare Road and East Rhorer Road, NE corner
South Sare Road Medians (6)
South Sare Road (Eastside Wall)
South Sare Road (West Side Hill)
SR 46 Median Islands
West 8th Street, Adams Street, & Vernal Pike

2021-January

Winslow Road, Rogers Road, High Street Round-A-Bout

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
GREEN DRAGON LAWN CARE, INC
FOR
MOWING AND TRIMMING SERVICES AT ALTERNATE LOCATIONS**

This Agreement, entered into on this ____ day of _____, 202__, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Green Dragon Lawn Care, INC (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to retain the Contractor’s services for 2021 to provide mowing and trimming services at sixteen locations (more particularly described in Exhibit A, “Scope of Work”) ; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before November 1, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. The term of this contract shall be for one year with the option to renew for two more terms (three years maximum) under exact terms of original contract.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks, City Landscaper, 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. Standard of Care is specified in, but is not limited to, Exhibit B, "Standard of Care", attached hereto and incorporated into this Agreement.

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty-Four Thousand, Nine Hundred Seventy Dollars and Zero Cents (\$34,970.00), as specified in Exhibit F, "Mowing Quote Form", attached hereto and incorporated into this Agreement. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to

act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

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.
- e. Umbrella Excess Liability \$5,000,000 each occurrence and aggregates.

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		Green Dragon Lawn Care
Attn: Joanna Sparks, City Landscaper		Attn: Brian Obery, Owner
401 N. Morton, Suite 250		P.O. Box 296
Bloomington, Indiana 47402		Clear Creek, IN 47426

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 E, affirming that Contractor has not engaged in any collusive conduct. Exhibit E 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

GREEN DRAGON LAWN CARE, INC

Philippa M. Guthrie, Corporation Counsel

Brian Obery, 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:

Alternate Mowing and Trimming Locations:

4th Street & Dunn Street Parking Lot
6th Street & Lincoln Street
7th Street & Morton Street
College Mall Road & Moores Pike (NE Corner)
Dodds Street Triangle Median Islands (2)
Kirkwood Avenue & North Adams Street (SW corner)
McDoel Gardens
Patterson Drive
Polly Grimshaw Trail
South Sare Road and East Rhorer Road, NE corner
South Sare Road Medians (6)
South Sare Road (Eastside Wall)
South Sare Road (West Side Hill)
SR 46 Median Islands
West 8th Street, Adams Street, & Vernal Pike
Winslow Road, Rogers Road, High Street Round-A-Bout

EXHIBIT B

“Standard of Care”

A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and woody debris (i.e. tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall be collected and disposed of properly by the Contractor. All litter and woody debris collected in regards to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.
2. Typically the amount of litter and woody debris is minimal and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the City Landscaper or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extents (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement are in question, the City Landscaper or their designee, will make the final determination.
4. Grass shall be cut to a height of three (3) to five (5) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All fences (chain link, wood, etc.) require complete removal of vegetation from beneath the fence line.
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed by the Contractor.
9. Contractors equipment shall not be permitted in any mulch bed or landscaped area of any type. This includes traversing the mulch bed while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be edged to remove any overgrowth of turf and/or weeds. Note-herbicide usage by the Contractor is prohibited (see #15). Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on park activities. Parking lot curbs and street edges are expected to be maintained regularly.
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on soft hillsides or areas where rutting of the sod might result. Work in these areas shall be rescheduled when dry conditions permit, or be string trimmed to prevent rutting of the turf.

13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it and is not permitted.

14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.

15. No use of herbicides around playgrounds, swimming pools, or dog park enclosures will be permitted. Herbicide use in any other area requires the prior approval of the City Landscaper or their designee. See Section 6- the Bloomington Parks and Recreation Department IPM Plan for more information.

16. If the Contractor notices any vandalism, or damage of any kind to turf, trees, bushes or any amenity located in the park area, or within of the extents of any contractually mowed area, they shall be reported to the City Landscaper or their designee, as soon as possible.

17. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the City Landscaper, Urban Forester, or their designee.

18. Extreme caution is to be used when mowing and trimming around trees. Mower decks are to remain at least 12 inches from the base of all trees. See below Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.

B. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the contracted work. The Contractor shall provide a sufficient number of operators and equipment to insure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupation Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc. shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the City Landscaper or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

C. Personnel

The Contractor's personnel shall, at all times, present a neat appearance, and perform all mowing services in a safe manner and with courtesy to the recreating public. The City Landscaper or their designee, and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees in performing the work specified in this Agreement. The Contractor shall assume sole responsibility for the performance of their employees and shall address any concerns promptly and to the satisfaction of the City Landscaper or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the City Landscaper or their designee, may issue directives, and who shall accept and act upon such directives.

D. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50) feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the

discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws and ordinances shall be strictly observed. The City Landscaper or their designee, will require the Contractor to immediately discontinue all hazardous work practices upon verbal, or written, notice.

It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

Should an inspection by the City Landscaper or their designee, reveal that the Contractor's work results in any unacceptable maintenance condition:

1. The City Landscaper or their designee, at the time of the first incident shall call a meeting with the Contractor to review the concern.
2. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.
3. A third unacceptable condition, or a violation of the terms and conditions of the Agreement may result in termination of the agreement.

In the event the City of Bloomington has to take action to correct an unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

E. Damage Provision

If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense, or reimburse the City for the cost of the repairs or replacement.

Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars (\$ 75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be assessed in the form of a reduction in the monthly contractual payment. At the Contractor's request, the City Landscaper will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor and City Landscaper would determine and document any damage that already exists prior to Contractor beginning work.

EXHIBIT C

“Project Schedule”

1. The time period for these services shall begin on or about April 1, 2021 and terminate on or about November 1, 2021.
2. Work performed by the Contractor shall involve approximately twenty-six (26) weekly mowing cycles and approximately seven (7) monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the City Landscaper or their designee. Typically they will be every seven (7) to ten (10) days, depending on weather conditions.
4. No guaranteed minimum or maximum number of mowing cycles is either stated or implied. At their discretion, the City Landscaper or their designee, reserve the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.
5. The Contractor shall communicate with the City Landscaper or their designee, regarding hours, schedules, and any other conditions affecting performance of the work.
6. The Contractor may perform the work at any time, or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances, or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
7. The City Landscaper or their designee, may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least one week prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT E

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Green Dragon Lawn Care, INC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT F

7

2021 Mowing Quote Form- Alternate Locations

Location	Cost Per Mowing Cycle
4th Street & Dunn Street Parking Lot	= \$ 50.00
6th Street & Lincoln Street	= \$ 50.00
7th Street & Morton Street	= \$ 50.00
College Mall Road & Moores Pike (NE Corner)	= \$ 70.00
Dodds Street Triangle Median Islands (2)	= \$ 60.00
Kirkwood Avenue & North Adams Street (SW corner)	= \$ 150.00
McDoel Gardens	= \$ 70.00
Patterson Drive	= \$ 85.00
Polly Grimshaw Trail	= \$ 100.00
South Sare Road and East Rhorer Road, NE corner	= \$ 85.00
South Sare Road Medians (6)	= \$ 150.00
South Sare Road (Eastside Wall)	= \$ 50.00
South Sare Road (West Side Hill)	= \$ 50.00
SR 46 Median Islands	= \$ 75.00
West 8th Street, Adams Street, & Vernal Pike	= \$ 50.00
Winslow Road, Rogers Road, High Street Round-A-Bout	= \$ 200.00
Total cost of all locations per mowing cycle	= \$
Multiply by 26 (average number of cycles per year)	X 26 1345.00
Total Average Yearly Cost	= \$ 34,970.00

Please Remember:

- Quoted prices MUST remain in effect for the duration of the one (1) year contract.
- No guaranteed minimum or maximum number of mowing cycles is stated or implied.

Name of Company: GREEN DRAGON LAWN CARE

Signature of Responsible Party: [Signature]

Printed Name of Responsible Party: BRIAN OBERV

Date: 1/30/21

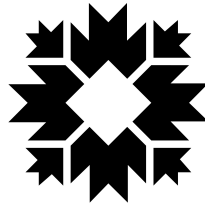
Contact Information
 Address: 8470 S. FAIRFAX RD
 City: Bloomington
 State & ZIP: IN 47408
 Phone #1: 812-824-5619
 Phone #2:
 Email: BRIAN@GREEN DRAGON LAWN CARE.COM

Reminder!

An approved affirmative action plan must be on file with the City of Bloomington prior to submitting quote.

The following must be submitted with Quote:

1. Proof of insurance, or proof of ability to obtain insurance.
2. List of mowing equipment inventory
3. Provide two or more references
4. Provide details of experience in the Lawn Care business.



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-20
Date: 2/18/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch
DATE: February 23, 2021
SUBJECT: CONTRACT WITH J.R. ELLINGTON TREE EXPERT, CO. FOR REMOVAL OF TREES IN LOWER CASCADES PARK

Recommendation

Staff recommends approval of a contract with J.R. Ellington Tree Expert, CO. for removal of twenty-three (23) trees in Lower Cascades Park.

Background

As part of the Cascades Trail Phase 5 and Streambank Stabilization project, twenty-three (23) trees are slated to be removal to address erosion in Cascades Creek. Trees are of various sizes, condition, and species.

RESPECTFULLY SUBMITTED,

Erin Hatch, Urban Forester



STAFF REPORT

Agenda Item: B-21
Date: 2/18/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch
DATE: February 23, 2021
SUBJECT: SERVICE AGREEMENT WITH BLUESTONE TREE, LLC. FOR VARIOUS
TREE REMOVAL AND PRUNING SERVICES

Recommendation

Staff recommends approval of a service agreement with Bluestone Tree, LLC. for removal and pruning of various of City trees.

Background

This is a service agreement with Bluestone Tree, LLC. to allow for as-needed removals of City trees that are outside the ability of in-house City staff equipment or expertise, along with occasional pruning. This would allow the City to call Bluestone to address potentially hazardous tree situations without the need to wait for individuals contracts for each tree.

RESPECTFULLY SUBMITTED,

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

Erin Hatch, Urban Forester

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE, LLC.**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bluestone Tree, LLC. ("Contractor").

Article 1. Scope of Services Contractor shall provide tree removal and pruning 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 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 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 Twenty Thousand Dollars and zero cents (\$20,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Erin Hatch, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404, erin.hatch@bloomington.in.gov. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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: Erin Hatch, 401 N. Morton, Bloomington, IN 47402. Contractor: Bluestone Tree, LLC.** 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

BLUESTONE TREE, LLC.

Philippa M. Guthrie, Corporation Counsel

Jerad Oren, Owner

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 _____, 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____.

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 _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-22 Date: 2/18/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Erin Hatch
DATE: February 23, 2021
SUBJECT: SERVICE AGREEMENT WITH DESIGNSCAPE HORTICULTURAL SERVICES, INC. FOR GINKGO TRANSPLANTING IN PEOPLE'S PARK

Recommendation

Staff recommends approval the service agreement with Designscape Horticultural Services, Inc. for transplanting of a Ginkgo tree in People's Park.

Background

As part of installation of new lighting in People's Park the existing young ginkgo tree poses a potential to grow into the new light infrastructure and will likely require removal or excessive pruning to manage the conflict as the tree matures. In an effort to reduce future conflict and allow for retention of this tree, transplanting of this Ginkgo is required.

RESPECTFULLY SUBMITTED,

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

Erin Hatch, Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
DESIGNSCAPE HORTICULTURAL SERVICES, INC.
FOR
TREE TRANSPLANTING IN PEOPLE'S PARK**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Designscape Horticultural Services, Inc. ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to transplant a ginkgo tree in People's Park to avoid future infrastructure conflicts; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform tree transplanting (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, 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 Eight Hundred Eleven dollars and Sixty-four cents (\$811.64). 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.

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

reasonable alternative means of performance under the Agreement. Parks shall notify [Contractor/ Partner/ Agency] of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

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	Designscape Horticultural Services, Inc.
Attn: Erin Hatch	Attn: Gabriel Gluesenkamp
401 N. Morton, Suite 250	2877 T.C. Steele Rd.
Bloomington, Indiana 47402	Nashville, IN 47448

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

DESIGNSCAPE

Philippa M. Guthrie, Corporation Counsel

Gabriel Gluesenkamp

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:

Transplanting of a 3-4” ginkgo tree in People’s Park to new location. Contractor will take care to avoid or reduce damage to adjacent infrastructure and grass. Contractor is to clean up any associated debris, and fix any disturbed area.

Contractor is to communicate if any conflicts arise in completing the work, or if any damage to City of Bloomington property occurs.

EXHIBIT B

“Project Schedule”

Project to be completed by December 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____.

Designscape Horticultural Services, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: D-3 Date: 02/23/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Ellen Roach, Intern
DATE: 02/23/2021
SUBJECT: INTERN INTRODUCTION

Background

My name is Ellen Roach. I am a junior at Indiana University studying Tourism, Hospitality, Event Management and a double minor in Media and Creative Advertising and Human Resource Management. My position within the Parks and Recreation Department is the community events intern for the winter and spring season. I am excited to apply my knowledge from the classroom, first hand in such a progressive environment such as the Bloomington Parks and Recreation department.

With a year and a half left of college, I've realized that there are unlimited career possibilities of what I can do. My desire to pursue this position comes from wanting to explore other options within my field of study such as Parks and Recreation. I am eager to learn and assist in multiple community events such as the Flurry Scurry run and the Children's Expo this season. I know this internship will allow me to gain a valuable, hands on perspective that will compliment my degree and prepare me for what's to come after college.

Through this opportunity, I have seen how the community events enable diverse groups of people to come together, enjoy, and participate in the activities put on by the Parks and Recreation Department. I am thankful for this opportunity to work alongside such inclusive, astute staff members and am eager to grow personally and professionally with this department.

RESPECTFULLY SUBMITTED,
Ellen Roach

2021-January



STAFF REPORT

Agenda Item: D-3 Date: 2/21/2021

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: James Hershberger, Sports Division Intern
DATE: February 23, 2021
SUBJECT: INTERN INTRODUCTION – James Hershberger

Background

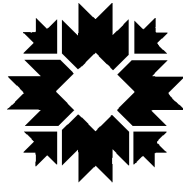
My name is James Hershberger, I am currently a senior at Indiana University where I am expected to graduate in May of 2021 with a bachelor's degree in Recreational Sports Management, through IU's School of Public Health. I am from Elkhart, Indiana where I attended Elkhart Memorial High School.

I have worked part-time at the Benjamin Banneker Community Center for nearly three years. I also coached Jackson Creek Middle School (Bloomington, Indiana) basketball team during the 2019-2020 season.

At this time in my education, I am interested in youth sports and look forward to learning about more careers within recreation as well as open my eyes to new aspects of recreation and management.

RESPECTFULLY SUBMITTED,

James Hershberger, Sports Division Intern



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item:D-3

Date: 2/17/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sydney Granlund, Natural Resources Intern
DATE: February 23, 2021
SUBJECT: NATURAL RESOURCES INTERN

Recommendation

This report is for the information of the Board.

Background

My name is Sydney Granlund, and I'll be the Natural Resources Intern this spring semester. I'm from South Bend, Indiana, and currently in my last semester of my undergraduate career at Indiana University where I'm studying Environmental Management and Law and Public Policy at the O'Neill School of Public and Environmental Affairs. Prior to this position, I interned at Hilltop Gardens where I designed a new walking trail, and I also recently held an intern position with Notre Dame's Center for Civic Innovation where I learned more about community engagement and equity.

I'm very passionate about sustainability and community development as well as government's role in furthering both of those concepts. I'm excited to start applying what I've learned up to this point and appreciate the opportunity to acquire new skills working for this community. Overall, I hope to learn what it really means to be a public servant through the course of my internship.

RESPECTFULLY SUBMITTED,

Sydney Granlund, Natural Resources Intern