



CITY OF BLOOMINGTON
Parks and Recreation

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

<https://bloomington.zoom.us/j/95136440126?pwd=STJUR1NHV3FJWXc3YnBjdEpnMkpuQT09>

Meeting ID: 951 3644 0126	Passcode: 774473	Dial by your location
+1 312 626 6799 US (Chicago)	+1 929 205 6099 US (New York)	+1 301 715 8592 US (Washington D.C)
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AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, December 7, 2021, 2021 4:00 – 5:30 p.m.

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of the November 16, 2021 Regular Meeting
- A-2. Approval of Claims Submitted November 16, 2021 – December 6, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Reports
- A-5. Review/Approval of Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Approval of service agreements with JB's Salvage for green waste dumpster at Parks Operations Center and Switchyard Park
- A-8. Approval of contract with Kevin Potter Civil Engineering for Goat Farm barn inspection
- A-9. Approval of 2022 partnership agreement with Monroe County Identify and Remove Invasive Species (MC-IRIS)
- A-10. Approval of 2022 service agreements for Operations Division
- A-11. Approval of 2022 Concession Agreement template
- A-12. Approval of 2022 application for mobile stage rentals
- A-13. Approval of 2022 contract rental with the Stables Events, LLC (Izzy Rental) for Community Events
- A-14. Approval of 2022 Application for Use of Peoples Park

B. Awards and Introductions

- | | | |
|---------------------------------|--------------------------|--------------|
| B-1. Bravo Award | Philip "Pip" Chamberlain | (Sarah Owen) |
| B-2. Parks Partner Award | IU Credit Union | (Sarah Owen) |
| B-3. Staff Introductions (none) | | |

C. OTHER BUSINESS

- | | |
|---|------------------|
| C-1. Review/Approval of 2022 Non Reverting Budget | (Paula McDevitt) |
| C-2. Review/Approval of contact addendum with Marshall Security, LLC for Switchyard Park | (Hsiung Marler) |
| C-3. Review/Approval of service agreement with Bluestone Tree, LLC for pruning services | (Erin Hatch) |
| C-4. Review/Approval of contract with Eagle Ridge Civil Engineering for Sherwood Oaks floodplain permitting | (Tim Street) |
| C-5. Review/Approval of contract addendum with Scenic Construction Services, Inc. | (Tim Street) |

- C-6. Review/Approval of contract renewal with Green Dragon Lawn Care, Inc for mowing and trimming services at twenty (20) primary locations (Joanna Sparks)
- C-7. Review/Approval of contract renewal with Green Dragon Lawn Care, Inc for mowing and trimming services at alternate locations (Joanna Sparks)
- C-8. Review/Approval of contract addendum with Habitat Solutions for prescribed burn at Griffy Lake Nature Preserve (Steve Cotter)
- C-9. Review/Approval of 2022 service agreement with The Stables Events (Izzy's Rentals) for service/cleaning of port-a-lets at eleven (11) locations (Barb Dunbar)
- C-10. Review/Approval of 2022 services agreement with Woods Electrical Contractors, Inc. for services at park properties (Barb Dunbar)

D. REPORTS

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

E. PUBLIC HEARINGS/APPEARANCES

- E-1. Public Comment

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, and encouraging remote submissions of public comment (via email, to mcdevitp@bloomington.in.gov).*



A-1

12-07-2021

Board of Park Commissioners
Meeting Minutes

Tuesday, November 16, 2021
4:00pm – 5:30pm

Zoom Meeting

CALL TO ORDER - ROLL CALL

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

A. CONSENT CALENDAR

- A-1. Approval of Minutes of October 13, 2021 Special Meeting and the October 19, 2021 Regular Meeting
- A-2. Approval of Claims Submitted October 19, 2021 – November 15, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Reports
- A-5. Review/Approval of Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Approval of 2021 service agreement with Southside Rentals.
- A-8. Approval of 2022 service agreements with Above all Floors, City Glass, Commercial Services, Gooldy & Sons, Koorsen Environmental Services, Koorsen Fire & Security, Photizo and the Motz Group for Sports Division.
- A-9. Review/Approval of contract with EACI for mold remediation at Leonard Springs.
- A-10. Review/Approval of contract with Indiana Door & Hardware for installation of Griffy restroom doors.
- A-11. Review/Approval of contract with BCA Environmental Consultants for Switchyard coal ash removal.

Ellen Rodkey made a motion to approve the consent calendar A-1 through A-11. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B. Awards and Introductions

B-1. Bravo Award - none

B-2. Parks Partner Award -none

B-3. Staff Introductions - Jaylynn Burney – Banneker Community Center Program Specialist

Jaylynn Burney, Program Specialist, accepted the Program Specialist position at Banneker Community Center. Jaylynn moved from Fort Wayne, Indiana in 2018 to obtain her Bachelors from Indiana University. She would complete her degree in sociology and African American studies, in 2021. She served as the advocate for community engagement at Templeton Elementary school for four years, and began working as a seasonal staff at Banneker in the fall of 2020. She looked forward to contributing to the diversity, equity, and sense of community within Bloomington.

The Board welcomed Jaylynn Burney to the department.

C. OTHER BUSINESS

C-1. Review/Approval of Tree Appeal at Bryan Park

Erin Hatch, Urban Forester the department received an appeal from Stephanie Steward for the planned removal of six Callery Pear trees lining the trail by the Bryan Park tennis courts. Staff recommended denial of the appeal and to move forward with the removal of the six trees which were an invasive species. It was in the best interest of the City to reduce the Bradford Pear population. The Bryan Park perimeter path project would be a perfect opportunity and time to remove the invasive trees.

Board Comments: Kathleen Mills inquired: if there would not be room for the trees due to the widening of the path. Erin Hatch responded: it was more due to the fact the trees are invasive, and the perimeter path project would be a perfect opportunity to remove the trees. One of the main concerns of the perimeter path project, was protection of the trees. While these trees had been scheduled to be removed, portions of the path were designed to protect existing native trees. Jim Whitlatch inquired: if the project plans included any tree planting. Erin Hatch responded: the perimeter path project did not include any plantings, staff hope to plant some trees in Bryan Park to either replace these trees or other hazardous trees that have been identified. Jim Whitlatch inquired: if the trees would be damaged by the project if there were not removed. Erin Hatch responded: The new path could go in without damaging the trees, but removal of the trees would make work on the project easier. Jim Whitlatch inquired: why the Bradford Pear trees were undesirable. Erin Hatch responded: they are an invasive species and spread very easily, which makes it difficult to manage them in the more natural areas. They are a safety concern. Over time they have poor branching and poor form. Jim Whitlatch inquired: how the tree spread and why they were a safety concern. Erin Hatch responded: they spread by seeds, and the tree has several tight equally sized branches that causes failure to the tree. Kathleen Mills inquired: how long would it take for new trees to provide a shade canopy. Erin Hatch responded: the available space would only allow for trees with a smaller statured canopy. In the grander scheme of Bryan Park, trees of a larger scale could be planted in other areas and provide a larger shade canopy. It would be ten years or so before the trees would provide shade. Israel Herrera inquired: how was it determined these trees needed to be removed, and what would the impact be for the community. Erin Hatch responded: the decision to remove the trees was made when the project plans were reviewed and evaluated. Tree protection was considered, as well as trees that were in conflict with the project. The impact of the project would provide the community with a safer path. Tim Street, Operations Development Director responded: A big part of planning the trail project was, how to balance making trail improvements, preserve existing trees, and take the long term health of the trees into consideration. With the budget, the plans preserved trees whenever and wherever possible, some places the path was rerouted, some areas the path was overlaid, and other areas boardwalks were used. The invasive trees were located in a narrow site, and the trees were being removed in tandem with the path project. At one time the Bradford Pears were thought to be the perfect tree, and thought to be sterile. It was discovered that they were not sterile and spread quickly.

Jim Whitlatch made a motion to accept the recommendation and deny the appeal of the six Bradford Pear trees. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

C-2. Review/Approval of Contract with Miracle for Waldron, Hill and Buskirk Park Playground

Barb Dunbar, Operations Coordinator due to Bloomington City Utilities “Hidden River” project, the playground at Waldron, Hill & Buskirk Park was removed. Staff recommended approval of the contract with Miracle Recreation Equipment Company for the procurement, installation of play equipment, and the poured-in-place rubber safety surfacing. Total project for the playground replacement was not to exceed \$244,993.60. CBU would reimburse BPRD \$160,000 for the replacement playground. Additional funds of \$93,582.90 would come from the Parks General Obligation Bond to allow for additional improvements.

Board Comments: Kathleen Mills commented: she appreciated the children’s input, and the two play areas for the two different age groups. Catherine Diersing, Project School Representative commented: she was grateful for the communication for the planning of the playground and allowing the students to provide their input. The Project School was in its thirteenth year as a school, and had partnership with the Parks Department during those years. The Project School was involved in the plans of the first playground, and was very excited with the proposal of the new playground.

Israel Herrera made a motion to approve the contract with Miracle Recreation Equipment Company. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

C-3. Review/Approval of Contract with Winterland Rentals

Leslie Brinson, Community Events Manager the Department wished to provide the community with a new winter event. The event, Winter Lights December Nights, would be held for two nights at Switchyard Park and would offer fourteen different light displays for the community to walk through the park to enjoy. Staff recommended approval of the contract with Winterland Rentals for rental of the light displays. Total cost was not to exceed \$5,184 and would be funded from the Community Events Non-Reverting Fund.

Board Comments: Kathleen Mills inquired: on the size of the light structures. Leslie Brinson responded: they ranged from 2 feet to eight feet tall and 2 feet to five feet wide. Kathleen Mills inquired: who would be managing the structures. Leslie Brinson responded: staff would be working closely with Winter Rentals on the placement of the structures, and when possible they would be placed close to outlets.

Paula McDevitt, Director thanked Rundell Ernstberger Associates and CFC properties for sponsoring the Winter Lights December Nights event.

Ellen Rodkey made a motion to approve the contract with Winterland Rentals. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0

C-4. Review/Approval of 2022 Price Schedule

Paula McDevitt, Director the 2022 Price Schedule draft was presented at the October 19, 2021 Park Board Meeting. Staff recommended approval of the 2022 Price Schedule.

Ellen Rodkey made a motion to approve the 2022 Price Schedule. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0

D. REPORTS

D-1. Operations Division - Goat Farm

Tim Street, Operations and Development Division Director presented a project update on the Goat Farm

The property was acquired by the BPRD in 2007. A donation was received in 2020 for further development of the Goat Farm. In 2020, Mader Design reviewed and updated the original 2018 Master Plan. The updated plan was presented to the community in April 2021 and at an open house on November 1, 2021, the department accepted and considered community feedback. The plans will include the following:

- A completed loop trail with a .5 mile inner loop
- Increased nature interaction through new trails, seating, and rest areas
- Native prairie expansion
- Barn and silo exterior repairs
- No additional lighting
- Limited parking – 10 spaces with four being accessible
- Public art component

D-2. Recreation Division - no report

D-3. Sports Division - none

D-4. Administration Division - none

E. PUBLIC HEARINGS/APPEARANCES

E-1. Public Comment Period - none

Paula McDevitt, Director congratulated staff on the awards received at the Indiana Parks and Recreation Conference:

- Urban Forestry received the “Excellence and Use Improvement Award” for the Davey Tree Canopy Tree Keeper.
- Switchyard Park received the “Exceptional Facility Award” for the SYP Pavilion
- Mick Rennesien received the IPRA Life Time Achievement Award

The next Board of Park Commissioners meeting will be held on Tuesday, December 7, 2021

ADJOURNMENT

Meeting adjourned at 4:59 p.m.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/19/2021	Payroll				162,499.63
					<u>162,499.63</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 162,499.63

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

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 53230 - Travel										
1056 - Paula M McDevitt	11/8/2021	18- Travel Reimbursement IPRA Conference	Paid by EFT # 43925		11/16/2021	11/16/2021	11/24/2021		11/24/2021	91.00
Account 53230 - Travel Totals							Invoice Transactions 1			<u>\$91.00</u>
Program 181000 - Administration Totals							Invoice Transactions 1			<u>\$91.00</u>
Program 181100 - Marketing										
Account 53310 - Printing										
53125 - Mr. Copy, INC	35630	18- 24x36 Griffy Blue Prints	Paid by EFT # 43933		11/16/2021	11/16/2021	11/24/2021		11/24/2021	179.55
Account 53310 - Printing Totals							Invoice Transactions 1			<u>\$179.55</u>
Account 53320 - Advertising										
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1211033825	18-Pumpkin Launch spots on B97	Paid by EFT # 43962		11/16/2021	11/16/2021	11/24/2021		11/24/2021	250.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1211033898	18-Pumpkin Launch spots on WHCC	Paid by EFT # 43962		11/16/2021	11/16/2021	11/24/2021		11/24/2021	250.00
Account 53320 - Advertising Totals							Invoice Transactions 2			<u>\$500.00</u>
Program 181100 - Marketing Totals							Invoice Transactions 3			<u>\$679.55</u>
Program 182001 - Aquatics - Bryan Pool										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	126126ES	06-City Fac.-Natural Gas Commodity-October 2021 management fee	Paid by EFT # 43794		11/15/2021	11/15/2021	11/15/2021		11/15/2021	(.01)
222 - Vectren	0250755166111021	18-Natural Gas October Bryan	Paid by Check # 74776		11/15/2021	11/15/2021	11/15/2021		11/15/2021	46.00
Account 53540 - Natural Gas Totals							Invoice Transactions 2			<u>\$45.99</u>
Account 53650 - Other Repairs										
54255 - Spear Corporation	314165	18 - winterize pools, BP pump protector	Paid by EFT # 43964		11/16/2021	11/16/2021	11/24/2021		11/24/2021	1,061.79
Account 53650 - Other Repairs Totals							Invoice Transactions 1			<u>\$1,061.79</u>
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 3			<u>\$1,107.78</u>
Program 182002 - Aquatics - Mills Pool										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	126126ES	06-City Fac.-Natural Gas Commodity-October 2021 management fee	Paid by EFT # 43794		11/15/2021	11/15/2021	11/15/2021		11/15/2021	(.01)
Account 53540 - Natural Gas Totals							Invoice Transactions 1			<u>(\$0.01)</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182002 - Aquatics - Mills Pool										
Account 53650 - Other Repairs										
54255 - Spear Corporation	314165	18 - winterize pools, BP pump protector	Paid by EFT # 43964		11/16/2021	11/16/2021	11/24/2021		11/24/2021	450.00
Account 53650 - Other Repairs Totals								Invoice Transactions 1		<u>\$450.00</u>
Program 182002 - Aquatics - Mills Pool Totals								Invoice Transactions 2		<u>\$449.99</u>
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	41.40
Account 43220 - Facility Rentals Totals								Invoice Transactions 1		<u>\$41.40</u>
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	61.66
Account 43260 - Equipment Rentals Totals								Invoice Transactions 1		<u>\$61.66</u>
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	718298	18 - duck tape, caribeanner, nuts, garden staples	Paid by EFT # 43913		11/16/2021	11/16/2021	11/24/2021		11/24/2021	35.87
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions 1		<u>\$35.87</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	126126ES	06-City Fac.-Natural Gas Commodity-October 2021 management fee	Paid by EFT # 43794		11/15/2021	11/15/2021	11/15/2021		11/15/2021	1.93
222 - Vectren	0250573228111021	18-Natural Gas October FSC	Paid by Check # 74776		11/15/2021	11/15/2021	11/15/2021		11/15/2021	929.17
Account 53540 - Natural Gas Totals								Invoice Transactions 2		<u>\$931.10</u>
Account 53920 - Laundry and Other Sanitation Services										
52783 - Bloomington Coin Ventures, INC (LaundryWorks)	October 2021	18 - FSC towel laundry service	Paid by EFT # 43830		11/16/2021	11/16/2021	11/24/2021		11/24/2021	264.00
53657 - Plymate, INC	3052981	18 - FSC Rug Service	Paid by EFT # 43948		11/16/2021	11/16/2021	11/24/2021		11/24/2021	75.41
53657 - Plymate, INC	3049766	18 - FSC Rug Service	Paid by EFT # 43948		11/16/2021	11/16/2021	11/24/2021		11/24/2021	75.41
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions 3		<u>\$414.82</u>
Program 182500 - Frank Southern Center Totals								Invoice Transactions 8		<u>\$1,484.85</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

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 183500 - Golf Services										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	8.90
Account 43220 - Facility Rentals Totals								Invoice Transactions	1	\$8.90
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	1,592.66
Account 43260 - Equipment Rentals Totals								Invoice Transactions	1	\$1,592.66
Account 43380 - Other Services										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	684.76
Account 43380 - Other Services Totals								Invoice Transactions	1	\$684.76
Account 47110 - Miscellaneous										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	13.64
Account 47110 - Miscellaneous Totals								Invoice Transactions	1	\$13.64
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	126126ES	06-City Fac.-Natural Gas Commodity-October 2021 management fee	Paid by EFT # 43794		11/15/2021	11/15/2021	11/15/2021		11/15/2021	.06
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$0.06
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190943794110 221	18-Cable Service for Cascades Golf Course	Paid by Check # 74768		11/15/2021	11/15/2021	11/15/2021		11/15/2021	187.23
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$187.23
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRGolf1021	18 - Work crew Sept-Oct	Paid by EFT # 43842		11/16/2021	11/16/2021	11/24/2021		11/24/2021	1,839.71
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$1,839.71
Program 183500 - Golf Services Totals								Invoice Transactions	7	\$4,326.96
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomingfoods)	813028	18-Natural Resources Program Supplies	Paid by EFT # 43831		11/16/2021	11/16/2021	11/24/2021		11/24/2021	18.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$18.00
Account 52430 - Uniforms and Tools										
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T95190	18-Staff T-Shirts with Parks Logo	Paid by EFT # 43973		11/16/2021	11/16/2021	11/24/2021		11/24/2021	280.00
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	1	\$280.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53910 - Dues and Subscriptions										
204 - State Of Indiana	62059	18-Background Checks 3 Seasonal Staff	Paid by Check # 74791		11/16/2021	11/16/2021	11/24/2021		11/24/2021	14.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			\$14.00
Account 53990 - Other Services and Charges										
6928 - Lavin Rental, LLC (Master Rental)	20238	18- 20x30 tent rental for LSNP	Paid by EFT # 43918		11/16/2021	11/16/2021	11/24/2021		11/24/2021	2,247.03
7319 - Charles Spencer Taylor (Lightning Heart Productions, LLC)	1006	18- Production and Editing Services for Nature Day Videos	Paid by EFT # 43975		11/16/2021	11/16/2021	11/24/2021		11/24/2021	875.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$3,122.03
Program 184000 - Natural Resources Totals							Invoice Transactions 5			\$3,434.03
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
222 - Vectren	7953504851110 21	18-Natural Gas October AJB	Paid by Check # 74776		11/15/2021	11/15/2021	11/15/2021		11/15/2021	39.88
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$39.88
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions 1			\$39.88
Program 186500 - Community Events										
Account 53730 - Machinery and Equipment Rental										
4175 - The Stables Events, LLC (Izzy's Rentals)	14214	18 - Portable toilet rental - Pumpkin Launch event	Paid by EFT # 43980		11/16/2021	11/16/2021	11/24/2021		11/24/2021	305.00
Account 53730 - Machinery and Equipment Rental Totals							Invoice Transactions 1			\$305.00
Program 186500 - Community Events Totals							Invoice Transactions 1			\$305.00
Program 187001 - Adult Sports-Softball										
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	404229	18 TLSP Antifreeze and moto oil	Paid by EFT # 43963		11/16/2021	11/16/2021	11/24/2021		11/24/2021	21.57
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions 1			\$21.57
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	698960	18 TLSP Strap Wrench and Masterlock	Paid by EFT # 43913		11/16/2021	11/16/2021	11/24/2021		11/24/2021	31.98
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$31.98
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 2			\$53.55



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 53650 - Other Repairs										
138 - Gooldy & Sons, INC	H 3473	18 - Winslow Winterize ice machien junior side	Paid by EFT # 43874		11/16/2021	11/16/2021	11/24/2021		11/24/2021	100.00
Account 53650 - Other Repairs Totals								Invoice Transactions 1		\$100.00
Program 187202 - Youth Sports-Winslow Totals								Invoice Transactions 1		\$100.00
Program 187500 - Banneker										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	88.65
Account 43220 - Facility Rentals Totals								Invoice Transactions 1		\$88.65
Account 52420 - Other Supplies										
5819 - Synchrony Bank	9696	18-BBCC-Facility Supplies/TLI Food	Paid by Check # 74794		11/16/2021	11/16/2021	11/24/2021		11/24/2021	327.41
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$327.41
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	126126ES	06-City Fac.-Natural Gas Commodity-October 2021 management fee	Paid by EFT # 43794		11/15/2021	11/15/2021	11/15/2021		11/15/2021	14.01
Account 53540 - Natural Gas Totals								Invoice Transactions 1		\$14.01
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62059	18-Background Checks 3 Seasonal Staff	Paid by Check # 74791		11/16/2021	11/16/2021	11/24/2021		11/24/2021	7.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$7.00
Program 187500 - Banneker Totals								Invoice Transactions 4		\$437.07
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM225742	18-Custodial supplies for shelters/restrooms	Paid by EFT # 43864		11/16/2021	11/16/2021	11/24/2021		11/24/2021	196.47
9269 - Ferguson Facilities Supply, HP Products #3400	0378994	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 43865		11/16/2021	11/16/2021	11/24/2021		11/24/2021	302.24
9269 - Ferguson Facilities Supply, HP Products #3400	0372120-1	18-Custodial supplies	Paid by EFT # 43865		11/16/2021	11/16/2021	11/24/2021		11/24/2021	437.70
9269 - Ferguson Facilities Supply, HP Products #3400	0378997	-(25) cs 60-gal & (4) cs 33 gal trash liners	Paid by EFT # 43865		11/16/2021	11/16/2021	11/24/2021		11/24/2021	1,195.53
9269 - Ferguson Facilities Supply, HP Products #3400	CM030365	18-CREDIT- (25) 60-gal trash liners	Paid by EFT # 43865		11/16/2021	11/16/2021	11/24/2021		11/24/2021	(968.45)
Account 52210 - Institutional Supplies Totals								Invoice Transactions 5		\$1,163.49
Account 52230 - Garage and Motor Supplies										
394 - Kleindorfer Hardware & Variety	718103	18-safety gas can	Paid by EFT # 43913		11/16/2021	11/16/2021	11/24/2021		11/24/2021	53.99



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

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 189000 - Operations										
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	403623	18-flasher light for 2011 Ford Ranger	Paid by EFT # 43963		11/16/2021	11/16/2021	11/24/2021		11/24/2021	16.98
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 2										<u>\$70.97</u>
Account 52310 - Building Materials and Supplies										
50637 - Bender Lumber Company INC	1 257073	18-Form Release, (30) rebar, nails, 18" stakes, rebar chair	Paid by EFT # 43825		11/16/2021	11/16/2021	11/24/2021		11/24/2021	337.39
409 - Black Lumber Co. INC	491388	18-cobalt bit	Paid by EFT # 43827		11/16/2021	11/16/2021	11/24/2021		11/24/2021	19.99
409 - Black Lumber Co. INC	491923	18-tool for truck 808	Paid by EFT # 43827		11/16/2021	11/16/2021	11/24/2021		11/24/2021	379.97
32 - Cassady Electrical Contractors, INC	26474	18-Materials/labor to install elec. service to Butler Shelter	Paid by EFT # 43840		11/16/2021	11/16/2021	11/24/2021		11/24/2021	285.00
334 - Irving Materials, INC	11089851	18-Poured concrete for various jobs WW's park playground	Paid by EFT # 43902		11/16/2021	11/16/2021	11/24/2021		11/24/2021	810.01
334 - Irving Materials, INC	11086256	18-Poured concrete for various jobs WW playground sidewalks	Paid by EFT # 43902		11/16/2021	11/16/2021	11/24/2021		11/24/2021	652.51
394 - Kleindorfer Hardware & Variety	718399	18-concrete	Paid by EFT # 43913		11/16/2021	11/16/2021	11/24/2021		11/24/2021	56.00
365 - Rogers Group, INC	0713009071	18-stone at SYP	Paid by EFT # 43953		11/16/2021	11/16/2021	11/24/2021		11/24/2021	42.00
365 - Rogers Group, INC	0713009072	18-top soil at SYP	Paid by EFT # 43953		11/16/2021	11/16/2021	11/24/2021		11/24/2021	92.00
365 - Rogers Group, INC	0713009073	18-stone for shade sail at Willie Streeter	Paid by EFT # 43953		11/16/2021	11/16/2021	11/24/2021		11/24/2021	126.00
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 10										<u>\$2,800.87</u>
Account 52340 - Other Repairs and Maintenance										
5415 - Allied Wholesale Electrical Supply, LLC	5680572	18-SYP-4" x 100' corrugated perf w/ sock & 10' PVC piping	Paid by EFT # 43813		11/16/2021	11/16/2021	11/24/2021		11/24/2021	478.80
5415 - Allied Wholesale Electrical Supply, LLC	5681544	18-dog park drainage work	Paid by EFT # 43813		11/16/2021	11/16/2021	11/24/2021		11/24/2021	27.10
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290034051	18-Replacement tires for various grounds keeping equipment	Paid by EFT # 43824		11/16/2021	11/16/2021	11/24/2021		11/24/2021	654.20
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290034136	18-short rubber valve stem (50)	Paid by EFT # 43824		11/16/2021	11/16/2021	11/24/2021		11/24/2021	50.00



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

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 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
321 - Harrell Fish, INC (HFI)	W71014	18-Materials & labor for repairs to BPD @ SYP	Paid by EFT # 43882		11/16/2021	11/16/2021	11/24/2021		11/24/2021	309.24
394 - Kleindorfer Hardware & Variety	719688	18-blacktop patch, padlock cable	Paid by EFT # 43913		11/16/2021	11/16/2021	11/24/2021		11/24/2021	14.00
394 - Kleindorfer Hardware & Variety	698724	18-achors, eyebolt, set tool	Paid by EFT # 43913		11/16/2021	11/16/2021	11/24/2021		11/24/2021	11.31
786 - Richard's Small Engine, INC	451361	18-fule filter, seal and oil for Hustler at RoseHill	Paid by EFT # 43952		11/16/2021	11/16/2021	11/24/2021		11/24/2021	214.50
786 - Richard's Small Engine, INC	451566	18-seal kit for Hustler at Rosehill	Paid by EFT # 43952		11/16/2021	11/16/2021	11/24/2021		11/24/2021	6.90
786 - Richard's Small Engine, INC	451567	18-oil for Hustler	Paid by EFT # 43952		11/16/2021	11/16/2021	11/24/2021		11/24/2021	83.94
786 - Richard's Small Engine, INC	450500	18-supplies to winterize mowers	Paid by EFT # 43952		11/16/2021	11/16/2021	11/24/2021		11/24/2021	336.64
476 - Southern Indiana Parts, INC (Napa Auto Parts)	402017	18-oil and grease for winterizeing mowers	Paid by EFT # 43963		11/16/2021	11/16/2021	11/24/2021		11/24/2021	128.94
476 - Southern Indiana Parts, INC (Napa Auto Parts)	402356	18-battery cables for portabel air compressor	Paid by EFT # 43963		11/16/2021	11/16/2021	11/24/2021		11/24/2021	9.43
476 - Southern Indiana Parts, INC (Napa Auto Parts)	402636	18-oil filter and oil for portable air compressor	Paid by EFT # 43963		11/16/2021	11/16/2021	11/24/2021		11/24/2021	29.84
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 14	\$2,354.84
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	698540	18-padlock	Paid by EFT # 43913		11/16/2021	11/16/2021	11/24/2021		11/24/2021	10.49
394 - Kleindorfer Hardware & Variety	718034	18-bucket, ash shovel	Paid by EFT # 43913		11/16/2021	11/16/2021	11/24/2021		11/24/2021	23.17
394 - Kleindorfer Hardware & Variety	719688	18-blacktop patch, padlock cable	Paid by EFT # 43913		11/16/2021	11/16/2021	11/24/2021		11/24/2021	13.99
394 - Kleindorfer Hardware & Variety	698733	18-lock masonry bit	Paid by EFT # 43913		11/16/2021	11/16/2021	11/24/2021		11/24/2021	17.98
Account 52420 - Other Supplies Totals									Invoice Transactions 4	\$65.63
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	126126ES	06-City Fac.-Natural Gas Commodity-October 2021 management fee	Paid by EFT # 43794		11/15/2021	11/15/2021	11/15/2021		11/15/2021	41.10
222 - Vectren	0255189474111021	18-Natural Gas October SYP Maint	Paid by Check # 74776		11/15/2021	11/15/2021	11/15/2021		11/15/2021	81.50
Account 53540 - Natural Gas Totals									Invoice Transactions 2	\$122.60



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

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 189000 - Operations										
Account 53630 - Machinery and Equipment Repairs										
321 - Harrell Fish, INC (HFI)	W71014	18-Materials & labor for repairs to BPD @ SYP	Paid by EFT # 43882		11/16/2021	11/16/2021	11/24/2021		11/24/2021	166.00
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	\$166.00
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	001825051478	18-Uniform & mat cleaning services	Paid by EFT # 43818		11/16/2021	11/16/2021	11/24/2021		11/24/2021	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	001825056301	18-Uniform & mat cleaning services	Paid by EFT # 43818		11/16/2021	11/16/2021	11/24/2021		11/24/2021	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	001825061152	18-Uniform & mat cleaning services	Paid by EFT # 43818		11/16/2021	11/16/2021	11/24/2021		11/24/2021	16.70
4175 - The Stables Events, LLC (Izzy's Rentals)	14171	18-Pumping & of (9) port-a-lets	Paid by EFT # 43980		11/16/2021	11/16/2021	11/24/2021		11/24/2021	640.00
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 4	\$690.10
Account 53990 - Other Services and Charges										
32 - Cassidy Electrical Contractors, INC	26474	18-Materials/labor to install elec. service to Butler Shelter	Paid by EFT # 43840		11/16/2021	11/16/2021	11/24/2021		11/24/2021	1,140.00
421 - Centerstone Of Indiana, INC	PRPlay1021	18-2nd & final pymt for Centerstone work crews: Plygrds & Cust.	Paid by EFT # 43842		11/16/2021	11/16/2021	11/24/2021		11/24/2021	3,077.97
421 - Centerstone Of Indiana, INC	PROps1021	18-2nd & final pymt for Centerstone work crews: Plygrds & Cust.	Paid by EFT # 43842		11/16/2021	11/16/2021	11/24/2021		11/24/2021	3,951.52
6330 - Marshall Security LLC	2101	18-unarmed security officer	Paid by EFT # 43923		11/16/2021	11/16/2021	11/24/2021		11/24/2021	4,350.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 4	\$12,519.49
Account 54310 - Improvements Other Than Building										
19741 - Mader Design, LLC	1397	18-Griffy fishing pier development and design consulting	Paid by EFT # 43922		11/16/2021	11/16/2021	11/24/2021		11/24/2021	500.00
Account 54310 - Improvements Other Than Building Totals									Invoice Transactions 1	\$500.00
Program 189000 - Operations Totals									Invoice Transactions 47	\$20,453.99
Program 189006 - Switchyard Property										
Account 53540 - Natural Gas										
222 - Vectren	0256043968111021	18-Natural Gas October SYP Pav	Paid by Check # 74776		11/15/2021	11/15/2021	11/15/2021		11/15/2021	139.95
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$139.95



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

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 189006 - Switchyard Property										
Account 53610 - Building Repairs										
3903 - Electric Plus, INC	31304	18 SYP Repair to Light Pole Head (Service Agreement)	Paid by EFT # 43858		11/16/2021	11/16/2021	11/24/2021		11/24/2021	200.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	<u>\$200.00</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3051371	18 SYP Vestibule Rug Service	Paid by EFT # 43948		11/16/2021	11/16/2021	11/24/2021		11/24/2021	114.33
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	<u>\$114.33</u>
Account 53950 - Landfill										
908 - JB Salvage (Westside Auto Parts)	211031119300	18 SYP 8 Yard Dumpster - Month	Paid by EFT # 43907		11/16/2021	11/16/2021	11/24/2021		11/24/2021	175.00
Account 53950 - Landfill Totals									Invoice Transactions 1	<u>\$175.00</u>
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRSwitch1021	18 SYP Centerstone Sept-Oct (CARES)	Paid by EFT # 43842		11/16/2021	11/16/2021	11/24/2021		11/24/2021	17,658.04
912 - Central Security Systems, INC	492081	18 SYP Pavilion Commercial Fire Alarm Monitoring (Dec - Feb)	Paid by EFT # 43844		11/16/2021	11/16/2021	11/24/2021		11/24/2021	147.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	<u>\$17,805.04</u>
Program 189006 - Switchyard Property Totals									Invoice Transactions 6	<u>\$18,434.32</u>
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
4574 - John Deere Financial (Rural King)	21155	18- CEM 2 cycle engine oil (2.5 gallon mix containers)	Paid by Check # 74785		11/16/2021	11/16/2021	11/24/2021		11/24/2021	180.97
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	<u>\$180.97</u>
Account 52340 - Other Repairs and Maintenance										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	403293	18- LAND taillight lense asembly (driver side) for 858	Paid by EFT # 43963		11/16/2021	11/16/2021	11/24/2021		11/24/2021	40.64
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	<u>\$40.64</u>
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	718301	18-weed eater string	Paid by EFT # 43913		11/16/2021	11/16/2021	11/24/2021		11/24/2021	113.97
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$113.97</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

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 (\$1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001 113021	18-Water Sewer Charges October Acct 41294.001	Paid by Check # 74778		11/16/2021	11/16/2021	11/24/2021		11/24/2021	161.30
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	<u>\$161.30</u>
Program 189500 - Landscaping Totals									Invoice Transactions 4	<u>\$496.88</u>
Program 189501 - Cemeteries										
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	21155	18- CEM 2 cycle engine oil (2.5 gallon mix containers)	Paid by Check # 74785		11/16/2021	11/16/2021	11/24/2021		11/24/2021	191.52
394 - Kleindorfer Hardware & Variety	698803	18-4 bags of oil dry	Paid by EFT # 43913		11/16/2021	11/16/2021	11/24/2021		11/24/2021	49.96
Account 52420 - Other Supplies Totals									Invoice Transactions 2	<u>\$241.48</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001 113021	18-Water Sewer Charges October Acct 41294.001	Paid by Check # 74778		11/16/2021	11/16/2021	11/24/2021		11/24/2021	323.52
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	<u>\$323.52</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	126126ES	06-City Fac.-Natural Gas Commodity- October 2021 management fee	Paid by EFT # 43794		11/15/2021	11/15/2021	11/15/2021		11/15/2021	1.03
Account 53540 - Natural Gas Totals									Invoice Transactions 1	<u>\$1.03</u>
Program 189501 - Cemeteries Totals									Invoice Transactions 4	<u>\$566.03</u>
Program 189503 - Urban Forestry										
Account 53990 - Other Services and Charges										
3735 - Bluestone, LLC	7737	18 - UF - Pin Oak Pruning (Wexley etc.)	Paid by EFT # 43835		11/16/2021	11/16/2021	11/24/2021		11/24/2021	10,024.65
11221 - Paul R Patrick (Rick Patrick Tree Care)	100721-COB	18 - UF - Young Tree Pruning (98 trees)	Paid by EFT # 43945		11/16/2021	11/16/2021	11/24/2021		11/24/2021	1,530.00
11221 - Paul R Patrick (Rick Patrick Tree Care)	102821-COB	18 - UF - Young Tree Pruning (98 trees)	Paid by EFT # 43945		11/16/2021	11/16/2021	11/24/2021		11/24/2021	1,350.00
5768 - Thomas J Grimes Enterprises, INC (Torco Testing)	18160a	18-Dielectric testing on UF bucket truck (#850)	Paid by Check # 74795		11/16/2021	11/16/2021	11/24/2021		11/24/2021	472.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 4	<u>\$13,376.65</u>
Program 189503 - Urban Forestry Totals									Invoice Transactions 4	<u>\$13,376.65</u>
Department 18 - Parks & Recreation Totals									Invoice Transactions 103	<u>\$65,837.53</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting			Fund 200 - Parks and Recreation Gen (\$1301) Totals				Invoice Transactions		103	\$65,837.53
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53990 - Other Services and Charges										
7084 - Smiling Cross, INC (Smile Promotions)	20211021-0753315	18-swag for staff retreat	Paid by EFT # 43960		11/16/2021	11/16/2021	11/24/2021		11/24/2021	720.80
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$720.80
Program 181000 - Administration Totals								Invoice Transactions	1	\$720.80
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	9382	18 - Veterans 5K participant shirts	Paid by EFT # 43806		11/16/2021	11/16/2021	11/24/2021		11/24/2021	604.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$604.00
Program 181001 - Health & Wellness Totals								Invoice Transactions	1	\$604.00
Program 182500 - Frank Southern Center										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	166484	18 - FSC Concession Supplies	Paid by EFT # 43872		11/16/2021	11/16/2021	11/24/2021		11/24/2021	160.49
5819 - Synchrony Bank	5579	18 - FSC Concession Supplies	Paid by EFT # 43971		11/16/2021	11/16/2021	11/24/2021		11/24/2021	241.04
5819 - Synchrony Bank	8082	18 - FSC Concession Supplies	Paid by Check # 74794		11/16/2021	11/16/2021	11/24/2021		11/24/2021	23.88
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	3	\$425.41
Program 182500 - Frank Southern Center Totals								Invoice Transactions	3	\$425.41
Program 182501 - Frank Southern Center Concession										
Account 43290 - Concessions										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	49.10
Account 43290 - Concessions Totals								Invoice Transactions	1	\$49.10
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	16.54
204 - State Of Indiana	Oct 21 F/B tax	18-October 21 F/B Tax	Paid by EFT # 43799		11/19/2021	11/19/2021	11/19/2021		11/19/2021	2.36
Account 43295 - Concessions FB Tax Totals								Invoice Transactions	2	\$18.90
Account 43340 - Pro Shop Sales										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	22.15
Account 43340 - Pro Shop Sales Totals								Invoice Transactions	1	\$22.15



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
9269 - Ferguson Facilities Supply, HP Products #3400	0378980	18 - FSC coffee cups, lids	Paid by EFT # 43865		11/16/2021	11/16/2021	11/24/2021		11/24/2021	76.73
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	1	\$76.73
Program 182501 - Frank Southern Center Concession Totals								Invoice Transactions	5	\$166.88
Program 183500 - Golf Services										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	9.74
Account 43220 - Facility Rentals Totals								Invoice Transactions	1	\$9.74
Account 43290 - Concessions										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	284.19
Account 43290 - Concessions Totals								Invoice Transactions	1	\$284.19
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	73.12
204 - State Of Indiana	Oct 21 F/B tax	18-October 21 F/B Tax	Paid by EFT # 43799		11/19/2021	11/19/2021	11/19/2021		11/19/2021	10.45
Account 43295 - Concessions FB Tax Totals								Invoice Transactions	2	\$83.57
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	1618	18 - Snack Bar items	Paid by Check # 74794		11/16/2021	11/16/2021	11/24/2021		11/24/2021	16.28
5819 - Synchrony Bank	0697	18 - Snack Bar items	Paid by Check # 74794		11/16/2021	11/16/2021	11/24/2021		11/24/2021	64.78
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	2	\$81.06
Program 183500 - Golf Services Totals								Invoice Transactions	6	\$458.56
Program 183501 - Golf Course - Pro Shop										
Account 43340 - Pro Shop Sales										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	467.70
Account 43340 - Pro Shop Sales Totals								Invoice Transactions	1	\$467.70
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	912088006	18-Pro Shop Supplies	Paid by Check # 74777		11/16/2021	11/16/2021	11/24/2021		11/24/2021	1,135.20
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	1	\$1,135.20
Program 183501 - Golf Course - Pro Shop Totals								Invoice Transactions	2	\$1,602.90



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	73.00
								Account 43260 - Equipment Rentals Totals	Invoice Transactions 1	<u>\$73.00</u>
								Program 184000 - Natural Resources Totals	Invoice Transactions 1	<u>\$73.00</u>
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	126126ES	06-City Fac.-Natural Gas Commodity-October 2021 management fee	Paid by EFT # 43794		11/15/2021	11/15/2021	11/15/2021		11/15/2021	6.56
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$6.56</u>
								Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1	<u>\$6.56</u>
Program 185000 - Twin Lakes Recreation Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	1,193.26
								Account 43220 - Facility Rentals Totals	Invoice Transactions 1	<u>\$1,193.26</u>
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	4883 111521	18-TLRC trash bags	Paid by Check # 74794		11/16/2021	11/16/2021	11/24/2021		11/24/2021	96.72
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$96.72</u>
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	696339	18-6 keys	Paid by EFT # 43913		11/16/2021	11/16/2021	11/24/2021		11/24/2021	6.00
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	<u>\$6.00</u>
Account 52420 - Other Supplies										
7331 - Fitness and Exercise Solutions LLC	3114	18-Weight Rack for TLRC	Paid by EFT # 43867		11/16/2021	11/16/2021	11/24/2021		11/24/2021	6,101.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$6,101.00</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	126126ES	06-City Fac.-Natural Gas Commodity-October 2021 management fee	Paid by EFT # 43794		11/15/2021	11/15/2021	11/15/2021		11/15/2021	16.84
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$16.84</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	C009466	18 - TLRC HVAC Planned Maintenance Service	Paid by EFT # 43882		11/16/2021	11/16/2021	11/24/2021		11/24/2021	1,143.00



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5514805	18 - TLRC Quarterly Sprinkler Test	Paid by EFT # 43916		11/16/2021	11/16/2021	11/24/2021		11/24/2021	187.00
53657 - Plymate, INC	3052968	18 - TLRC Entry Mat Service	Paid by EFT # 43948		11/16/2021	11/16/2021	11/24/2021		11/24/2021	81.62
Account 53610 - Building Repairs Totals							Invoice Transactions	3		\$1,411.62
Program 185000 - Twin Lakes Recreation Center Totals							Invoice Transactions	8		\$8,825.44
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
7794 - Molly R Adkins	110321	18-TLRC Fitness Specialist	Paid by EFT # 43809		11/16/2021	11/16/2021	11/24/2021		11/24/2021	93.75
6161 - Morgan Ashley Banks	110921	18-TLRC Fitness Specialist	Paid by EFT # 43821		11/16/2021	11/16/2021	11/24/2021		11/24/2021	187.50
7086 - Rivkah L Moore	111221	18-TLRC Fitness Specialist	Paid by EFT # 43930		11/16/2021	11/16/2021	11/24/2021		11/24/2021	500.00
5007 - Emeline P O'Connor	11/11/21	18-TLRC Fitness Specialist	Paid by EFT # 43938		11/16/2021	11/16/2021	11/24/2021		11/24/2021	187.50
7440 - William Tuttle	11-11-21	18-TLRC Fitness Specialist	Paid by EFT # 43986		11/16/2021	11/16/2021	11/24/2021		11/24/2021	180.00
7440 - William Tuttle	11-30-21	18-TLRC Fitness Specialist	Paid by EFT # 43986		11/16/2021	11/16/2021	11/24/2021		11/24/2021	462.50
7795 - Sarah Wilson	102821	18-TLRC Fitness Specialist	Paid by EFT # 43995		11/16/2021	11/16/2021	11/24/2021		11/24/2021	187.50
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	7		\$1,798.75
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions	7		\$1,798.75
Program 185003 - TLRC-Basketball										
Account 52420 - Other Supplies										
4274 - Charles B Hensley (Midwest Youth Tournaments)	124	18- TLRC 2021 BYB Season II Awards	Paid by EFT # 43886		11/16/2021	11/16/2021	11/24/2021		11/24/2021	344.50
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$344.50
Account 53940 - Temporary Contractual Employee										
5377 - James D Acton	110321	18-Basketball Official	Paid by EFT # 43808		11/16/2021	11/16/2021	11/24/2021		11/24/2021	175.00
7184 - Larry Branam	110221	18-Basketball Official	Paid by EFT # 43837		11/16/2021	11/16/2021	11/24/2021		11/24/2021	200.00
20105 - Brandon B Chambers	110421	18- TLRC 2021 BYB Season II Official-Chambers	Paid by EFT # 43845		11/16/2021	11/16/2021	11/24/2021		11/24/2021	1,100.00
3571 - Joseph R Hardy	110421	18-Basketball Official	Paid by EFT # 43881		11/16/2021	11/16/2021	11/24/2021		11/24/2021	200.00
5005 - Jon M Hillenburg	110421	18-Basketball Official	Paid by EFT # 43887		11/16/2021	11/16/2021	11/24/2021		11/24/2021	300.00



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
7951 - Robert M Morgan (Contractual)	110321	18-Basketball Official	Paid by EFT # 43931		11/16/2021	11/16/2021	11/24/2021		11/24/2021	375.00
1973 - Megan M Stark	111221	18-TLRC Fitness Specialist	Paid by EFT # 43969		11/16/2021	11/16/2021	11/24/2021		11/24/2021	360.00
7543 - Diana Turner	111021	18-TLRC-Future Stars Instructor Pay	Paid by EFT # 43985		11/16/2021	11/16/2021	11/24/2021		11/24/2021	118.75
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	8	\$2,828.75
Program 185003 - TLRC-Basketball Totals								Invoice Transactions	9	\$3,173.25
Program 185006 - TLRC-Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	139.59
Account 43290 - Concessions Totals								Invoice Transactions	1	\$139.59
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	22.10
204 - State Of Indiana	Oct 21 F/B tax	18-October 21 F/B Tax	Paid by EFT # 43799		11/19/2021	11/19/2021	11/19/2021		11/19/2021	3.15
Account 43295 - Concessions FB Tax Totals								Invoice Transactions	2	\$25.25
Account 43300 - Vending										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	1.94
Account 43300 - Vending Totals								Invoice Transactions	1	\$1.94
Account 52330 - Street , Alley, and Sewer Material										
5969 - Coca Cola Bottling CO. Consolidated	2055205643	18 - TLRC Concession	Paid by EFT # 43848		11/16/2021	11/16/2021	11/24/2021		11/24/2021	420.81
4099 - Gold Medal Products CO.	166529	18 - TLRC Concession	Paid by EFT # 43872		11/16/2021	11/16/2021	11/24/2021		11/24/2021	432.90
4099 - Gold Medal Products CO.	166637	18 - TLRC Concession Item Purchase	Paid by EFT # 43872		11/16/2021	11/16/2021	11/24/2021		11/24/2021	187.45
5819 - Synchrony Bank	4884	18 - TLRC Concession Item Purchase	Paid by Check # 74794		11/16/2021	11/16/2021	11/24/2021		11/24/2021	138.56
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	4	\$1,179.72
Program 185006 - TLRC-Concessions Totals								Invoice Transactions	8	\$1,346.50
Program 186500 - Community Events										
Account 43270 - Registration Fees										
Bob Tamillo	2021-00001503	18-Refunds	Paid by Check # 74799		11/16/2021	11/16/2021	11/24/2021		11/24/2021	1.00
Nancy Taylor	2021-00001504	18-Refunds	Paid by Check # 74800		11/16/2021	11/16/2021	11/24/2021		11/24/2021	1.00
Account 43270 - Registration Fees Totals								Invoice Transactions	2	\$2.00



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
11693 - The Award Center, INC	60700	18 - Trophy plaques for Pumpkin Launch	Paid by EFT # 43977		11/16/2021	11/16/2021	11/24/2021		11/24/2021	54.00
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										<u>\$54.00</u>
Account 53230 - Travel										
2019 - Leslie Brinson	11-8-2021	18-Travel Reimbursement for IPRA Conference	Paid by EFT # 43838		11/16/2021	11/16/2021	11/24/2021		11/24/2021	82.00
720 - Rebecca R Higgins	110521	18- Travel Reimbursement IPRA Conference	Paid by Check # 74782		11/16/2021	11/16/2021	11/24/2021		11/24/2021	91.00
19638 - William J Ream	11-9-2021	18- Travel Reimbursement IPRA Conference	Paid by EFT # 43951		11/16/2021	11/16/2021	11/24/2021		11/24/2021	105.00
Account 53230 - Travel Totals										Invoice Transactions 3
										<u>\$278.00</u>
Account 53990 - Other Services and Charges										
7767 - Dan P Alexander (Beetlegraphix)	00372021	18 - Caricatures @ Pumpkin Launch event 10/30/21	Paid by EFT # 43810		11/16/2021	11/16/2021	11/24/2021		11/24/2021	300.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										<u>\$300.00</u>
Program 186500 - Community Events Totals										Invoice Transactions 7
										<u>\$634.00</u>
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
137 - Good Earth, LLC	20152	18-compost drop off	Paid by EFT # 43873		11/16/2021	11/16/2021	11/24/2021		11/24/2021	19.00
137 - Good Earth, LLC	20159	18-compost drop off	Paid by EFT # 43873		11/16/2021	11/16/2021	11/24/2021		11/24/2021	19.00
137 - Good Earth, LLC	20157	18-compost drop off	Paid by EFT # 43873		11/16/2021	11/16/2021	11/24/2021		11/24/2021	19.00
137 - Good Earth, LLC	2240	18-compost drop off	Paid by EFT # 43873		11/16/2021	11/16/2021	11/24/2021		11/24/2021	19.00
137 - Good Earth, LLC	20129	18-Garden compost (brush) drop off	Paid by EFT # 43873		11/16/2021	11/16/2021	11/24/2021		11/24/2021	19.00
137 - Good Earth, LLC	20130	18-Garden compost (brush) drop off	Paid by EFT # 43873		11/16/2021	11/16/2021	11/24/2021		11/24/2021	19.00
137 - Good Earth, LLC	20131	18-Garden compost (brush) drop off	Paid by EFT # 43873		11/16/2021	11/16/2021	11/24/2021		11/24/2021	19.00
137 - Good Earth, LLC	20133	18-Garden compost (brush) drop off	Paid by EFT # 43873		11/16/2021	11/16/2021	11/24/2021		11/24/2021	19.00
Account 52420 - Other Supplies Totals										Invoice Transactions 8
										<u>\$152.00</u>
Program 186502 - Community Events-Gardens Totals										Invoice Transactions 8
										<u>\$152.00</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 43370 - Other Sales										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	22.73
Account 43370 - Other Sales Totals							Invoice Transactions 1			\$22.73
Account 53940 - Temporary Contractual Employee										
3875 - Sandra Salinas-Kobylka	103121	18- Market Cleaning	Paid by EFT # 43956		11/16/2021	11/16/2021	11/24/2021		11/24/2021	520.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 1			\$520.00
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions 2			\$542.73
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
18865 - Janiece Lyn Jaffe	2021/08/25/2021	18- 60 minute opener performance for the Performing Arts Series	Paid by EFT # 43906		11/16/2021	11/16/2021	11/24/2021		11/24/2021	500.00
5199 - Tightrope Records	HH11032021	18- 75 minute performance for the Performing Arts Series	Paid by EFT # 43982		11/16/2021	11/16/2021	11/24/2021		11/24/2021	550.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$1,050.00
Program 186506 - Performing Art Series Totals							Invoice Transactions 2			\$1,050.00
Program 187001 - Adult Sports-Softball										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	87.54
Account 43220 - Facility Rentals Totals							Invoice Transactions 1			\$87.54
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 1			\$87.54
Program 187202 - Youth Sports-Winslow										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	28.06
Account 43220 - Facility Rentals Totals							Invoice Transactions 1			\$28.06
Program 187202 - Youth Sports-Winslow Totals							Invoice Transactions 1			\$28.06
Program 189003 - Operations-Open Shelters										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	102.74
Account 43220 - Facility Rentals Totals							Invoice Transactions 1			\$102.74
Program 189003 - Operations-Open Shelters Totals							Invoice Transactions 1			\$102.74



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/13/21 - 11/24/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Oct 2021 Sales T	18-October 2021 Sales Tax	Paid by EFT # 43798		11/19/2021	11/19/2021	11/19/2021		11/19/2021	1,002.05
Account 43220 - Facility Rentals Totals							Invoice Transactions	1		\$1,002.05
Program 189006 - Switchyard Property Totals							Invoice Transactions	1		\$1,002.05
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
6427 - Katherine B Mysliwicz (Needmore Coffee Roasters)	2179	18 - UF - Coffee for Volunteer Planting	Paid by EFT # 43935		11/16/2021	11/16/2021	11/24/2021		11/24/2021	100.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$100.00
Program 189503 - Urban Forestry Totals							Invoice Transactions	1		\$100.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	76		\$22,901.17
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions	76		\$22,901.17
Grand Totals							Invoice Transactions	179		\$88,738.70

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/24/2021	Claims				\$88,738.70
					11/24/2021
					88,738.70

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 **\$ 88,738.70**

Dated this _____ **day of** _____ **year of 20**_____.

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

Fiscal Office _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/3/2021	Payroll				149,892.18
					<u>149,892.18</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 149,892.18

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/10/2021	Claims				\$563,711.47
					<u>\$563,711.47</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 **\$563,711.47**

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 _____



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2114367	18- 2022 calendars, pens, batteries, colored paper	Paid by EFT # 44142		11/30/2021	11/30/2021	12/10/2021		12/10/2021	343.77
5099 - Office Three Sixty, INC	2109070	18- pens, batteries, colored paper	Paid by EFT # 44142		11/30/2021	11/30/2021	12/10/2021		12/10/2021	62.00
5819 - Synchrony Bank	5096	18- Staff Training Supplies Snacks/Drinks/Clx Wipes	Paid by Check # 74843		11/30/2021	11/30/2021	12/10/2021		12/10/2021	14.98
5819 - Synchrony Bank	443976533334	18- Amazon Iphone charger	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	10.99
5819 - Synchrony Bank	465449986997	18- Amazon Refund	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	(18.95)
Account 52110 - Office Supplies Totals Invoice Transactions 5										<u>\$412.79</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321121	06-cell phone chgs 10/12-11/11/21-#287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	29.24
1079 - AT&T	812349370011-21	18-landline charges-10/20-11/19/21	Paid by Check # 74810		11/29/2021	11/29/2021	11/29/2021		11/30/2021	2,111.89
1079 - AT&T	849494855-110921	18-long distance charges-11/9/21-BAN 849494855	Paid by Check # 74808		11/29/2021	11/29/2021	11/29/2021		11/30/2021	35.90
Account 53210 - Telephone Totals Invoice Transactions 3										<u>\$2,177.03</u>
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1683	18-#10 regular envelopes	Paid by EFT # 44014		11/30/2021	11/30/2021	12/10/2021		12/10/2021	350.00
Account 53310 - Printing Totals Invoice Transactions 1										<u>\$350.00</u>
Program 181000 - Administration Totals Invoice Transactions 9										<u>\$2,939.82</u>
Program 181100 - Marketing										
Account 52420 - Other Supplies										
9523 - Freedom Business Solutions, LLC	12343	18-toner for Laser Jet Pro M404dn (Julie's printer)	Paid by EFT # 44072		11/30/2021	11/30/2021	12/10/2021		12/10/2021	221.99
11693 - The Award Center, INC	60721	18-December Park Partner plaque IUCU	Paid by EFT # 44198		11/30/2021	11/30/2021	12/10/2021		12/10/2021	42.00
Account 52420 - Other Supplies Totals Invoice Transactions 2										<u>\$263.99</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321121	06-cell phone chgs 10/12-11/11/21- #287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	40.95
Account 53210 - Telephone Totals										Invoice Transactions 1
										\$40.95
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1762	18-December Kids Kraze	Paid by EFT # 44014		11/30/2021	11/30/2021	12/10/2021		12/10/2021	309.11
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1711	18-Griffy Lake neighbor letter loop trail project Headley Rd	Paid by EFT # 44014		11/30/2021	11/30/2021	12/10/2021		12/10/2021	903.13
7242 - Hi-Rise Sign & Lighting LLC	SS-4118	18-Twin Lakes Rec Center banner	Paid by EFT # 44086		11/30/2021	11/30/2021	12/10/2021		12/10/2021	102.96
Account 53310 - Printing Totals										Invoice Transactions 3
										\$1,315.20
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0004152929	18-Weather page ads Oct and Nov events	Paid by EFT # 44074		11/30/2021	11/30/2021	12/10/2021		12/10/2021	991.89
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12110104226	18-radio spots on The Quarry for Pumpkin Launch	Paid by EFT # 44167		11/30/2021	11/30/2021	12/10/2021		12/10/2021	156.00
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12110104204	18-radio spots on WGCL for Pumpkin Launch	Paid by EFT # 44167		11/30/2021	11/30/2021	12/10/2021		12/10/2021	203.00
Account 53320 - Advertising Totals										Invoice Transactions 3
										\$1,350.89
Account 53910 - Dues and Subscriptions										
53442 - Paragon Micro, INC	S3334277H	18-Adobe CC & Adobe Acrobat Pro DC subscriptions P&R portion	Paid by EFT # 44145		11/30/2021	11/30/2021	12/10/2021		12/10/2021	1,871.98
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
Program 181100 - Marketing Totals										Invoice Transactions 10
										\$1,871.98
Program 182001 - Aquatics - Bryan Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321121	06-cell phone chgs 10/12-11/11/21- #287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	29.24
Account 53210 - Telephone Totals										Invoice Transactions 1
Program 182001 - Aquatics - Bryan Pool Totals										Invoice Transactions 1
										\$29.24



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321121	06-cell phone chgs 10/12-11/11/21- #287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	58.48
									Account 53210 - Telephone Totals	Invoice Transactions 1
									Program 182002 - Aquatics - Mills Pool Totals	Invoice Transactions 1
										\$58.48
										\$58.48
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3128775850	18 FSC Propane for Zamboni	Paid by EFT # 44020		11/30/2021	11/30/2021	12/10/2021		12/10/2021	211.55
									Account 52240 - Fuel and Oil Totals	Invoice Transactions 1
										\$211.55
Account 53650 - Other Repairs										
1537 - Indiana Door & Hardware Specialties, INC	7559AA	18- Replacement of water damaged door at FSC	Paid by Check # 74834		11/30/2021	11/30/2021	12/10/2021		12/10/2021	1,113.00
									Account 53650 - Other Repairs Totals	Invoice Transactions 1
										\$1,113.00
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190548452111321	18-Cable Service for FSC	Paid by Check # 74816		11/29/2021	11/29/2021	11/29/2021		11/30/2021	108.45
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1
										\$108.45
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5265	18 - FSC Bathroom Bi Weekly Cleaning	Paid by EFT # 44059		11/30/2021	11/30/2021	12/10/2021		12/10/2021	90.00
53657 - Plymate, INC	3056258	18 - FSC Rug Service	Paid by EFT # 44147		11/30/2021	11/30/2021	12/10/2021		12/10/2021	75.41
									Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2
										\$165.41
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002834835	18-Frank Southern Center-trash services- December 2021	Paid by EFT # 44004		11/29/2021	11/29/2021	11/29/2021		11/30/2021	144.60
									Account 53950 - Landfill Totals	Invoice Transactions 1
									Program 182500 - Frank Southern Center Totals	Invoice Transactions 6
										\$144.60
										\$1,743.01
Program 183500 - Golf Services										
Account 52310 - Building Materials and Supplies										
334 - Irving Materials, INC	11092109	18 - Concrete for Footers	Paid by EFT # 44103		11/30/2021	11/30/2021	12/10/2021		12/10/2021	678.00
334 - Irving Materials, INC	11092724	18 - Concrete for Footers	Paid by EFT # 44103		11/30/2021	11/30/2021	12/10/2021		12/10/2021	1,017.00
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 2
										\$1,695.00



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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 183500 - Golf Services										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321121	06-cell phone chgs 10/12-11/11/21- #287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	29.24
Account 53210 - Telephone Totals										Invoice Transactions 1
										\$29.24
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002834174	18-Golf Course-trash service-December 2021	Paid by EFT # 44004		11/29/2021	11/29/2021	11/29/2021		11/30/2021	281.25
Account 53950 - Landfill Totals										Invoice Transactions 1
										\$281.25
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	5517395	18 - Cascades Annual Fire Extinguisher Insp.	Paid by EFT # 44117		11/30/2021	11/30/2021	12/10/2021		12/10/2021	128.95
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$128.95
Program 183500 - Golf Services Totals										Invoice Transactions 5
										\$2,134.44
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	492166	18- Treated lumber for LSNP shelter	Paid by EFT # 44031		11/30/2021	11/30/2021	12/10/2021		12/10/2021	3,124.86
365 - Rogers Group, INC	0713009181	18-Gravel for Trails and Parking Lots at Griffy	Paid by EFT # 44162		11/30/2021	11/30/2021	12/10/2021		12/10/2021	231.00
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 2
										\$3,355.86
Account 52410 - Books										
5819 - Synchrony Bank	445936638878	18-Amazon Kayak paddle/ tablecloth/ Indiana Birds	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	95.40
Account 52410 - Books Totals										Invoice Transactions 1
										\$95.40
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	698612	18-4 screw hooks	Paid by EFT # 44115		11/30/2021	11/30/2021	12/10/2021		12/10/2021	6.36
5819 - Synchrony Bank	445936638878	18-Amazon Kayak paddle/ tablecloth/ Indiana Birds	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	89.79
5819 - Synchrony Bank	856697378753	18- Amazon Horse Hoof Pick Brush	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	49.90
Account 52420 - Other Supplies Totals										Invoice Transactions 3
										\$146.05



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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 184000 - Natural Resources										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321121	06-cell phone chgs 10/12-11/11/21- #287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	70.19
Account 53210 - Telephone Totals										Invoice Transactions 1
										\$70.19
Account 53310 - Printing										
818 - Everywhere Signs, LLC	58747	18-(6) 18x24 Boot Brush Signs	Paid by EFT # 44064		11/30/2021	11/30/2021	12/10/2021		12/10/2021	450.00
7839 - North American Invasive Species Management Assoc	1405	18- Basic Boot Brush Station Kit	Paid by EFT # 44139		11/30/2021	11/30/2021	12/10/2021		12/10/2021	400.00
Account 53310 - Printing Totals										Invoice Transactions 2
										\$850.00
Account 53910 - Dues and Subscriptions										
203 - INDIANA UNIVERSITY	401120	18-#IUB-22-1 for Rebecca Swift	Paid by Check # 74835		11/30/2021	11/30/2021	12/10/2021		12/10/2021	237.50
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$237.50
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	14324	18-Wapehani and Griffy Restroom Service	Paid by EFT # 44200		11/30/2021	11/30/2021	12/10/2021		12/10/2021	90.00
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 1
										\$90.00
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	5517385	18-Griffy (2) fire extinguisher inspection	Paid by EFT # 44117		11/30/2021	11/30/2021	12/10/2021		12/10/2021	15.30
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$15.30
Program 184000 - Natural Resources Totals										Invoice Transactions 12
										\$4,860.30
Program 184500 - Youth Services -Juke Box										
Account 52310 - Building Materials and Supplies										
5415 - Allied Wholesale Electrical Supply, LLC	5687222	18-AJB LED Bulbs	Paid by EFT # 44019		11/30/2021	11/30/2021	12/10/2021		12/10/2021	196.84
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 1
										\$196.84
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5517393	18-AJB Fire Extinguisher Inspections	Paid by EFT # 44117		11/30/2021	11/30/2021	12/10/2021		12/10/2021	52.85
Account 53610 - Building Repairs Totals										Invoice Transactions 1
										\$52.85
Program 184500 - Youth Services -Juke Box Totals										Invoice Transactions 2
										\$249.69
Program 186500 - Community Events										
Account 52420 - Other Supplies										
50722 - Bloomington Bagel Co., INC	000112	18- coffee and tea for holiday market	Paid by EFT # 44034		11/30/2021	11/30/2021	12/10/2021		12/10/2021	71.80



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	5800	18- cups and artist hospitality supplies for the Holiday Market	Paid by Check # 74843		11/30/2021	11/30/2021	12/10/2021		12/10/2021	29.26
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										<u>\$101.06</u>
Account 53730 - Machinery and Equipment Rental										
536 - Chris Ramsey (KingSnake Sound Company)	140600	18- Sound Equipment Rental and Sound Engineering Services	Paid by EFT # 44152		11/30/2021	11/30/2021	12/10/2021		12/10/2021	525.00
Account 53730 - Machinery and Equipment Rental Totals										Invoice Transactions 1
										<u>\$525.00</u>
Account 53990 - Other Services and Charges										
2538 - Bloomington Chamber Singers, INC	109	18- Performance by the Bloom. Chamber Singers at the Holiday Mk	Paid by EFT # 44035		11/30/2021	11/30/2021	12/10/2021		12/10/2021	450.00
6746 - Mitchell C Rice	November 23, 21	18- Acting Services as St. Nick at the Holiday Market	Paid by EFT # 44159		11/30/2021	11/30/2021	12/10/2021		12/10/2021	150.00
7021 - Jeffrey Ryan Shew (Bird-Dog Vintage & Vinyl)	1 112221	18- Performance by the The Movin' Hips at the Holiday Mkt.	Paid by EFT # 44176		11/30/2021	11/30/2021	12/10/2021		12/10/2021	500.00
336 - Southside Rental Center, INC	21361	18- Holiday Market Tent Rental	Paid by Check # 74842		11/30/2021	11/30/2021	12/10/2021		12/10/2021	2,099.61
Account 53990 - Other Services and Charges Totals										Invoice Transactions 4
										<u>\$3,199.61</u>
Program 186500 - Community Events Totals										Invoice Transactions 7
										<u>\$3,825.67</u>
Program 187001 - Adult Sports-Softball										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 121	06-cell phone chgs 10/12-11/11/21- #287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	47.80
Account 53210 - Telephone Totals										Invoice Transactions 1
										<u>\$47.80</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002834846	18-TLSP-trash services- December 2021 (rate increase)	Paid by EFT # 44004		11/29/2021	11/29/2021	11/29/2021		11/30/2021	303.40
Account 53950 - Landfill Totals										Invoice Transactions 1
										<u>\$303.40</u>
Program 187001 - Adult Sports-Softball Totals										Invoice Transactions 2
										<u>\$351.20</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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 187500 - Banneker										
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	W71747	18-BBCC-Gym Compressor Unit Repair	Paid by EFT # 44081		11/30/2021	11/30/2021	12/10/2021		12/10/2021	4,999.99
Account 53610 - Building Repairs Totals								Invoice Transactions	1	\$4,999.99
Program 187500 - Banneker Totals								Invoice Transactions	1	\$4,999.99
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321121	06-cell phone chgs 10/12-11/11/21- #287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	23.90
Account 53210 - Telephone Totals								Invoice Transactions	1	\$23.90
Program 188001 - Inclusive Recreation Totals								Invoice Transactions	1	\$23.90
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0380185	18-SANITATION: (25) cs 60-gal bags	Paid by EFT # 44067		11/30/2021	11/30/2021	12/10/2021		12/10/2021	1,021.00
9269 - Ferguson Facilities Supply, HP Products #3400	0380186	18-trash can liners	Paid by EFT # 44067		11/30/2021	11/30/2021	12/10/2021		12/10/2021	173.22
9269 - Ferguson Facilities Supply, HP Products #3400	0385205	18-bath tissue	Paid by EFT # 44067		11/30/2021	11/30/2021	12/10/2021		12/10/2021	92.88
5819 - Synchrony Bank	566356956734	18-Amazon All Weather Nets and Urinal toilet bowl cleaner	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	378.96
Account 52210 - Institutional Supplies Totals								Invoice Transactions	4	\$1,666.06
Account 52220 - Agricultural Supplies										
394 - Kleindorfer Hardware & Variety	716431	18-(12) bales straw & (1) bg seed for WW's Playground	Paid by EFT # 44115		11/30/2021	11/30/2021	12/10/2021		12/10/2021	219.48
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	1	\$219.48
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	492121	18-concrete	Paid by EFT # 44031		11/30/2021	11/30/2021	12/10/2021		12/10/2021	26.36
334 - Irving Materials, INC	11094515	18-(1) cy concrete for RCA Park port-a-let pad	Paid by EFT # 44103		11/30/2021	11/30/2021	12/10/2021		12/10/2021	218.00
334 - Irving Materials, INC	11091495	18-Luster Brown Sealer	Paid by EFT # 44103		11/30/2021	11/30/2021	12/10/2021		12/10/2021	285.00
334 - Irving Materials, INC	11090837	18-WW playground	Paid by EFT # 44103		11/30/2021	11/30/2021	12/10/2021		12/10/2021	690.01
394 - Kleindorfer Hardware & Variety	696417	18-sleeve anchors	Paid by EFT # 44115		11/30/2021	11/30/2021	12/10/2021		12/10/2021	3.60



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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 (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	696368	18-4 bags concrete, 1 pk ratchet straps	Paid by EFT # 44115		11/30/2021	11/30/2021	12/10/2021		12/10/2021	28.00
365 - Rogers Group, INC	071185368	18-stone for SYP Dog Park	Paid by EFT # 44162		11/30/2021	11/30/2021	12/10/2021		12/10/2021	47.84
365 - Rogers Group, INC	0071185369	18-stone for SYP Dog Park	Paid by EFT # 44162		11/30/2021	11/30/2021	12/10/2021		12/10/2021	23.37
365 - Rogers Group, INC	0713009129	18-stone for SYP Dog Park	Paid by EFT # 44162		11/30/2021	11/30/2021	12/10/2021		12/10/2021	120.00
365 - Rogers Group, INC	0713009130	18-stone for SYP Dog Park	Paid by EFT # 44162		11/30/2021	11/30/2021	12/10/2021		12/10/2021	63.00
365 - Rogers Group, INC	0713009182	18-1/4 minus for dog park	Paid by EFT # 44162		11/30/2021	11/30/2021	12/10/2021		12/10/2021	72.00
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	11	\$1,577.18
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	716026	18-bolts, washers, nuts	Paid by EFT # 44115		11/30/2021	11/30/2021	12/10/2021		12/10/2021	11.75
476 - Southern Indiana Parts, INC (Napa Auto Parts)	408218	18-antifreeze	Paid by EFT # 44185		11/30/2021	11/30/2021	12/10/2021		12/10/2021	7.99
476 - Southern Indiana Parts, INC (Napa Auto Parts)	407925	18-spark plug for air compressor	Paid by EFT # 44185		11/30/2021	11/30/2021	12/10/2021		12/10/2021	14.16
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	3	\$33.90
Account 52420 - Other Supplies										
293 - J&S Locksmith Shop, INC	230704	18-(3) keys copies for new bollards @ Lower CC's Park	Paid by EFT # 44106		11/30/2021	11/30/2021	12/10/2021		12/10/2021	13.50
394 - Kleindorfer Hardware & Variety	696368	18-4 bags concrete, 1 pk ratchet straps	Paid by EFT # 44115		11/30/2021	11/30/2021	12/10/2021		12/10/2021	38.99
4063 - Recreation inSites, LLC	609	18-Kompan Supernova for Brayn Park 5-12 playground	Paid by EFT # 44155		11/30/2021	11/30/2021	12/10/2021		12/10/2021	230.00
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-53431	18-(3) signs: JCT Trail & magnetic signs for SYMB	Paid by EFT # 44160		11/30/2021	11/30/2021	12/10/2021		12/10/2021	376.79
5819 - Synchrony Bank	475775858363	18- Amazon Fold Down Bollard	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	142.37
5819 - Synchrony Bank	566356956734	18-Amazon All Weather Nets and Urinal toilet bowl cleaner	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	761.00
Account 52420 - Other Supplies Totals								Invoice Transactions	6	\$1,562.65



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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 189000 - Operations										
Account 52430 - Uniforms and Tools										
4574 - John Deere Financial (Rural King)	28798	18-(9) pr winter gloves for RFT staff	Paid by Check # 74837		11/30/2021	11/30/2021	12/10/2021		12/10/2021	150.91
Account 52430 - Uniforms and Tools Totals Invoice Transactions 1										\$150.91
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321121	06-cell phone chgs 10/12-11/11/21- #287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	286.65
Account 53210 - Telephone Totals Invoice Transactions 1										\$286.65
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5517384	18-Annual inspection of fire extinguishers	Paid by EFT # 44117		11/30/2021	11/30/2021	12/10/2021		12/10/2021	52.85
392 - Koorsen Fire & Security, INC	5517386	18-Annual inspection of fire extinguishers	Paid by EFT # 44117		11/30/2021	11/30/2021	12/10/2021		12/10/2021	354.75
392 - Koorsen Fire & Security, INC	5517387	18-Annual inspection of fire extinguishers	Paid by EFT # 44117		11/30/2021	11/30/2021	12/10/2021		12/10/2021	73.55
392 - Koorsen Fire & Security, INC	5517392	18-Annual inspection of fire extinguishers	Paid by EFT # 44117		11/30/2021	11/30/2021	12/10/2021		12/10/2021	7.55
392 - Koorsen Fire & Security, INC	5517394	18-Annual inspection of fire extinguishers	Paid by EFT # 44117		11/30/2021	11/30/2021	12/10/2021		12/10/2021	52.85
392 - Koorsen Fire & Security, INC	5517396	18-Annual inspection of fire extinguishers	Paid by EFT # 44117		11/30/2021	11/30/2021	12/10/2021		12/10/2021	15.10
392 - Koorsen Fire & Security, INC	5517391	18-Annual inspection of fire extinguishers	Paid by EFT # 44117		11/30/2021	11/30/2021	12/10/2021		12/10/2021	7.55
Account 53610 - Building Repairs Totals Invoice Transactions 7										\$564.20
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	408000002431	18-Uniform & mat cleaning services	Paid by EFT # 44023		11/30/2021	11/30/2021	12/10/2021		12/10/2021	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	408000000509	18-Uniform & mat cleaning services	Paid by EFT # 44023		11/30/2021	11/30/2021	12/10/2021		12/10/2021	16.70
4175 - The Stables Events, LLC (Izzy's Rentals)	14321	18-Pumping & of (9) port-a-lets	Paid by EFT # 44200		11/30/2021	11/30/2021	12/10/2021		12/10/2021	640.00
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 3										\$673.40
Account 53990 - Other Services and Charges										
5187 - Green Dragon Lawn Care, INC	3654	18- Contractual mowing services at 36 locations	Paid by EFT # 44079		11/30/2021	11/30/2021	12/10/2021		12/10/2021	2,370.00
6330 - Marshall Security LLC	2124	18-Security services for month of November	Paid by EFT # 44123		11/30/2021	11/30/2021	12/10/2021		12/10/2021	4,200.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 2										\$6,570.00



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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 189000 - Operations Totals							Invoice Transactions		39	\$13,304.43
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I310630	18 SYP Insitutional Supplies	Paid by Check # 74833		11/30/2021	11/30/2021	12/10/2021		12/10/2021	675.18
Account 52210 - Institutional Supplies Totals							Invoice Transactions		1	\$675.18
Account 52230 - Garage and Motor Supplies										
394 - Kleindorfer Hardware & Variety	696426	18 SYP ring terminals for golfcart batteries	Paid by EFT # 44115		11/30/2021	11/30/2021	12/10/2021		12/10/2021	3.95
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions		1	\$3.95
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	716384	18 SYP Battery for Fireplace Remote	Paid by EFT # 44115		11/30/2021	11/30/2021	12/10/2021		12/10/2021	2.89
Account 52420 - Other Supplies Totals							Invoice Transactions		1	\$2.89
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321121	06-cell phone chgs 10/12-11/11/21- #287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	40.95
Account 53210 - Telephone Totals							Invoice Transactions		1	\$40.95
Account 53950 - Landfill										
908 - JB Salvage (Westside Auto Parts)	9491	18- LAND Yard Waste Dumpster for 545 S. Adams Street & Waste dis	Paid by EFT # 44109		11/30/2021	11/30/2021	12/10/2021		12/10/2021	280.00
908 - JB Salvage (Westside Auto Parts)	9606	18- SYP LAND green waste dumpster for SYP/LAND	Paid by EFT # 44109		11/30/2021	11/30/2021	12/10/2021		12/10/2021	280.00
Account 53950 - Landfill Totals							Invoice Transactions		2	\$560.00
Program 189006 - Switchyard Property Totals							Invoice Transactions		6	\$1,282.97
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
4574 - John Deere Financial (Rural King)	27605	18- LAND pesticide	Paid by Check # 74837		11/30/2021	11/30/2021	12/10/2021		12/10/2021	254.97
Account 52220 - Agricultural Supplies Totals							Invoice Transactions		1	\$254.97
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	716457	18-pliers	Paid by EFT # 44115		11/30/2021	11/30/2021	12/10/2021		12/10/2021	53.98
394 - Kleindorfer Hardware & Variety	696374	18-1-1/2 braid spool	Paid by EFT # 44115		11/30/2021	11/30/2021	12/10/2021		12/10/2021	206.99
394 - Kleindorfer Hardware & Variety	716293	18- LAND (2) wheelbarrows	Paid by EFT # 44115		11/30/2021	11/30/2021	12/10/2021		12/10/2021	259.98
Account 52420 - Other Supplies Totals							Invoice Transactions		3	\$520.95



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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 189500 - Landscaping										
Account 52430 - Uniforms and Tools										
17133 - T.I.S. INC (Taylor Imprinted Sportsweat)	T95189	18 - LAND (20) Long-sleeve t-shirts for VM staff	Paid by EFT # 44196		11/30/2021	11/30/2021	12/10/2021		12/10/2021	260.00
Account 52430 - Uniforms and Tools Totals										Invoice Transactions 1
										<u>\$260.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321121	06-cell phone chgs 10/12-11/11/21-#287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	40.95
Account 53210 - Telephone Totals										Invoice Transactions 1
										<u>\$40.95</u>
Account 53950 - Landfill										
908 - JB Salvage (Westside Auto Parts)	9491	18- LAND Yard Waste Dumpster for 545 S. Adams Street & Waste dis	Paid by EFT # 44109		11/30/2021	11/30/2021	12/10/2021		12/10/2021	280.00
908 - JB Salvage (Westside Auto Parts)	9512	18- LAND Yard Waste Dumpster for 545 S. Adams Street	Paid by EFT # 44109		11/30/2021	11/30/2021	12/10/2021		12/10/2021	440.00
908 - JB Salvage (Westside Auto Parts)	9606	18- SYP LAND green waste dumpster for SYP/LAND	Paid by EFT # 44109		11/30/2021	11/30/2021	12/10/2021		12/10/2021	280.00
Account 53950 - Landfill Totals										Invoice Transactions 3
										<u>\$1,000.00</u>
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRlands1021	18- LAND Contract labor from 7.17.2021. to 10.31.2021	Paid by EFT # 44052		11/30/2021	11/30/2021	12/10/2021		12/10/2021	10,291.38
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										<u>\$10,291.38</u>
Program 189501 - Cemeteries										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321121	06-cell phone chgs 10/12-11/11/21-#287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	40.95
Account 53210 - Telephone Totals										Invoice Transactions 1
										<u>\$40.95</u>
Program 189500 - Landscaping Totals										
										Invoice Transactions 10
										<u>\$12,368.25</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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 189501 - Cemeteries										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5517389	18-Annual inspection of fire extinguishers for RH Office/Maint.	Paid by EFT # 44117		11/30/2021	11/30/2021	12/10/2021		12/10/2021	22.65
Account 53610 - Building Repairs Totals							Invoice Transactions 1			\$22.65
Program 189501 - Cemeteries Totals							Invoice Transactions 2			\$63.60
Program 189503 - Urban Forestry										
Account 52220 - Agricultural Supplies										
4965 - Shade Trees Unlimited, INC	9360	18 - UF - Fall 2021 Tree Order (105 trees)	Paid by EFT # 44171		11/30/2021	11/30/2021	12/10/2021		12/10/2021	17,868.00
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1			\$17,868.00
Account 52420 - Other Supplies										
4660 - A.M. Leonard, INC	CI21243056	18 - UF - Diameter Tape	Paid by EFT # 44015		11/30/2021	11/30/2021	12/10/2021		12/10/2021	72.00
394 - Kleindorfer Hardware & Variety	716379	18-oil	Paid by EFT # 44115		11/30/2021	11/30/2021	12/10/2021		12/10/2021	10.99
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$82.99
Account 53140 - Exterminator Services										
5839 - Young Environmental Solutions, INC (Pest Pros)	654944	18 - UF - Wasp Removal (1591 S Andrew Cir)	Paid by EFT # 44220		11/30/2021	11/30/2021	12/10/2021		12/10/2021	200.00
Account 53140 - Exterminator Services Totals							Invoice Transactions 1			\$200.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321121	06-cell phone chgs 10/12-11/11/21-#287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	158.67
Account 53210 - Telephone Totals							Invoice Transactions 1			\$158.67
Account 53990 - Other Services and Charges										
10 - Bledsoe Riggert Cooper & James INC	25581	18 - UF - Survey and Staking (Blue Slopes)	Paid by EFT # 44032		11/30/2021	11/30/2021	12/10/2021		12/10/2021	3,500.00
10 - Bledsoe Riggert Cooper & James INC	25568	18 - UF - Survey and Staking (RCA Park)	Paid by EFT # 44032		11/30/2021	11/30/2021	12/10/2021		12/10/2021	1,600.00
3735 - Bluestone, LLC	9296	18 - UF - Tree Cleanup (Lower Cascades)	Paid by EFT # 44040		11/30/2021	11/30/2021	12/10/2021		12/10/2021	2,385.75
3735 - Bluestone, LLC	9248	18 - UF - Pin Oak Pruning (Wexley etc.)	Paid by EFT # 44040		11/30/2021	11/30/2021	12/10/2021		12/10/2021	4,184.65
3735 - Bluestone, LLC	8832	18 - UF - Removal (1540 S Maxwell)	Paid by EFT # 44040		11/30/2021	11/30/2021	12/10/2021		12/10/2021	3,920.68
Account 53990 - Other Services and Charges Totals							Invoice Transactions 5			\$15,591.08



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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 189503 - Urban Forestry Totals								Invoice Transactions	10	\$33,900.74
Department 18 - Parks & Recreation Totals								Invoice Transactions	124	\$86,978.74
Fund 200 - Parks and Recreation Gen (S1301) Totals								Invoice Transactions	124	\$86,978.74
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53990 - Other Services and Charges										
4549 - Kroger Limited Partnership I	067432	18- Staff Training Supplies	Paid by Check # 74838		11/30/2021	11/30/2021	12/10/2021		12/10/2021	12.46
5819 - Synchrony Bank	1192	18- Staff Retreat Snacks	Paid by Check # 74843		11/30/2021	11/30/2021	12/10/2021		12/10/2021	23.96
5819 - Synchrony Bank	5096	18- Staff Training Supplies	Paid by Check # 74843		11/30/2021	11/30/2021	12/10/2021		12/10/2021	76.55
5819 - Synchrony Bank	456643693563	18-Amazon Flip chart markers/sticky notes/scotch tape	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	42.71
5819 - Synchrony Bank	655494744968	18- Amazon Easel Pad	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	17.80
Account 53990 - Other Services and Charges Totals								Invoice Transactions	5	\$173.48
Program 181000 - Administration Totals								Invoice Transactions	5	\$173.48
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	797698665884	18-Amazon Beanies, socks, and gloves	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	234.33
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$234.33
Account 53990 - Other Services and Charges										
6720 - IU EMS, INC (IC-EMS)	FA21-9	18 - EMS for Veterans 5K	Paid by EFT # 44104		11/30/2021	11/30/2021	12/10/2021		12/10/2021	150.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$150.00
Program 181001 - Health & Wellness Totals								Invoice Transactions	2	\$384.33
Program 182500 - Frank Southern Center										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	166638	18 - FSC Concession Supplies	Paid by EFT # 44075		11/30/2021	11/30/2021	12/10/2021		12/10/2021	109.90
4099 - Gold Medal Products CO.	166834	18 - FSC Concession Supplies	Paid by EFT # 44075		11/30/2021	11/30/2021	12/10/2021		12/10/2021	278.65
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	2	\$388.55
Program 182500 - Frank Southern Center Totals								Invoice Transactions	2	\$388.55



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
9269 - Ferguson Facilities Supply, HP Products #3400	0378980-1	18 - FSC Coffee Cups	Paid by EFT # 44067		11/30/2021	11/30/2021	12/10/2021		12/10/2021	138.83
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	1	\$138.83
Program 182501 - Frank Southern Center Concession Totals								Invoice Transactions	1	\$138.83
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	3334	18 - Snack Bar items	Paid by Check # 74843		11/30/2021	11/30/2021	12/10/2021		12/10/2021	45.20
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	1	\$45.20
Program 183500 - Golf Services Totals								Invoice Transactions	1	\$45.20
Program 184000 - Natural Resources										
Account 53990 - Other Services and Charges										
4849 - Bruce Wilds Security, LLC	10996	18-CHAP 2021 Security Services	Paid by EFT # 44045		11/30/2021	11/30/2021	12/10/2021		12/10/2021	4,968.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$4,968.00
Program 184000 - Natural Resources Totals								Invoice Transactions	1	\$4,968.00
Program 184500 - Youth Services -Juke Box										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	845338576833	18- Amazon Mini Clipboards	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	15.50
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$15.50
Program 184500 - Youth Services -Juke Box Totals								Invoice Transactions	1	\$15.50
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	5913	18-Kid City snacks	Paid by Check # 74843		11/30/2021	11/30/2021	12/10/2021		12/10/2021	6.82
5819 - Synchrony Bank	559983843655	18-Amazon Black Wiggle Googly eyes	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	23.97
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$30.79
Program 184501 - Youth Services-Kid City Camps Totals								Invoice Transactions	2	\$30.79
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0386510	18- disinfectant cleaner	Paid by EFT # 44067		11/30/2021	11/30/2021	12/10/2021		12/10/2021	88.63
9269 - Ferguson Facilities Supply, HP Products #3400	CM029107	18 - TLRC Facility Institutional Supply CREDIT	Paid by EFT # 44067		11/30/2021	11/30/2021	12/10/2021		12/10/2021	(177.78)
9269 - Ferguson Facilities Supply, HP Products #3400	0384812-1	18 - TLRC Facility Institutional Supplies	Paid by EFT # 44067		11/30/2021	11/30/2021	12/10/2021		12/10/2021	95.28



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0384812	18 - TLRC Facility Institutional Supplies	Paid by EFT # 44067		11/30/2021	11/30/2021	12/10/2021		12/10/2021	836.63
Account 52210 - Institutional Supplies Totals										Invoice Transactions 4
										<u>\$842.76</u>
Account 52310 - Building Materials and Supplies										
5819 - Synchrony Bank	434733366578	18- Amazon Sign Letter Track	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	104.88
5819 - Synchrony Bank	834536774466	18- Amazon Spray Bottles	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	69.90
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 2
										<u>\$174.78</u>
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5517399	18 - TLRC Fire Extinguisher Inspection	Paid by EFT # 44117		11/30/2021	11/30/2021	12/10/2021		12/10/2021	152.75
53657 - Plymate, INC	3056251	18 - TLRC Entry Mat Service	Paid by EFT # 44147		11/30/2021	11/30/2021	12/10/2021		12/10/2021	81.62
Account 53610 - Building Repairs Totals										Invoice Transactions 2
										<u>\$234.37</u>
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	075619410X211122	18-Satellite Service for TLRC	Paid by Check # 74819		11/29/2021	11/29/2021	11/29/2021		11/30/2021	228.98
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										<u>\$228.98</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002835295	18-TLRC-trash services-December 2021	Paid by EFT # 44004		11/29/2021	11/29/2021	11/29/2021		11/30/2021	278.28
Account 53950 - Landfill Totals										Invoice Transactions 1
										<u>\$278.28</u>
Program 185000 - Twin Lakes Recreation Center Totals										Invoice Transactions 10
										<u>\$1,759.17</u>
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	111821	18-TLRC Fitness Specialist	Paid by EFT # 44026		11/30/2021	11/30/2021	12/10/2021		12/10/2021	125.00
7086 - Rivkah L Moore	111921	18-TLRC Fitness Specialist	Paid by EFT # 44133		11/30/2021	11/30/2021	12/10/2021		12/10/2021	218.75
5007 - Emeline P O'Connor	111821	18-TLRC Fitness Specialist	Paid by EFT # 44140		11/30/2021	11/30/2021	12/10/2021		12/10/2021	93.75
7440 - William Tuttle	112021	18-TLRC Fitness Specialist	Paid by EFT # 44207		11/30/2021	11/30/2021	12/10/2021		12/10/2021	168.75
7440 - William Tuttle	112221	18-TLRC Fitness Specialist	Paid by EFT # 44207		11/30/2021	11/30/2021	12/10/2021		12/10/2021	120.00
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 5
										<u>\$726.25</u>
Program 185002 - TLRC-Health & Wellness Totals										Invoice Transactions 5
										<u>\$726.25</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 52420 - Other Supplies										
11693 - The Award Center, INC	60759	18-Bloomington Youth Bball Slam Dunk Sponsor plaques	Paid by EFT # 44198		11/30/2021	11/30/2021	12/10/2021		12/10/2021	342.00
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										<u>\$342.00</u>
Account 53940 - Temporary Contractual Employee										
5377 - James D Acton	111721	18-Basketball Official	Paid by EFT # 44017		11/30/2021	11/30/2021	12/10/2021		12/10/2021	200.00
7184 - Larry Branam	111621	18-Basketball Official	Paid by EFT # 44042		11/30/2021	11/30/2021	12/10/2021		12/10/2021	175.00
3571 - Joseph R Hardy	111821	18-Basketball Official	Paid by EFT # 44080		11/30/2021	11/30/2021	12/10/2021		12/10/2021	175.00
5005 - Jon M Hillenburg	111721	18-Basketball Official	Paid by EFT # 44088		11/30/2021	11/30/2021	12/10/2021		12/10/2021	275.00
7535 - John Lynch	125.00	18-Basketball Official	Paid by EFT # 44122		11/30/2021	11/30/2021	12/10/2021		12/10/2021	125.00
7951 - Robert M Morgan (Contractual)	111821	18-Basketball Official	Paid by EFT # 44134		11/30/2021	11/30/2021	12/10/2021		12/10/2021	150.00
7952 - Andrew Olexa	111721	18-Basketball Official	Paid by EFT # 44143		11/30/2021	11/30/2021	12/10/2021		12/10/2021	200.00
7947 - Benjamin Sessa	111721	18-Basketball Official	Paid by EFT # 44170		11/30/2021	11/30/2021	12/10/2021		12/10/2021	200.00
1973 - Megan M Stark	112421	18-TLRC Fitness Specialist	Paid by EFT # 44191		11/30/2021	11/30/2021	12/10/2021		12/10/2021	45.00
7543 - Diana Turner	111721	18-Future Stars Instructor	Paid by EFT # 44206		11/30/2021	11/30/2021	12/10/2021		12/10/2021	56.25
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 10
										<u>\$1,601.25</u>
Program 185003 - TLRC-Basketball Totals										Invoice Transactions 11
										<u>\$1,943.25</u>
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	166833	18 - TLRC Concession Item Purchase	Paid by EFT # 44075		11/30/2021	11/30/2021	12/10/2021		12/10/2021	301.10
Account 52330 - Street , Alley, and Sewer Material Totals										Invoice Transactions 1
										<u>\$301.10</u>
Program 185006 - TLRC-Concessions Totals										Invoice Transactions 1
										<u>\$301.10</u>
Program 186500 - Community Events										
Account 43270 - Registration Fees										
Sarah Mitchell	2021-00001579	18-Refunds	Paid by Check # 74855		11/30/2021	11/30/2021	12/10/2021		12/10/2021	70.00
Account 43270 - Registration Fees Totals										Invoice Transactions 1
										<u>\$70.00</u>
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	23787	18- Lights and Decorations	Paid by Check # 74837		11/30/2021	11/30/2021	12/10/2021		12/10/2021	222.88



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	718917	18- hardware for Winter Lights-outlet plugs, electrical tape	Paid by EFT # 44115		11/30/2021	11/30/2021	12/10/2021		12/10/2021	14.75
394 - Kleindorfer Hardware & Variety	716308	18- Zipties for Winter Lights Event	Paid by EFT # 44115		11/30/2021	11/30/2021	12/10/2021		12/10/2021	18.78
4549 - Kroger Limited Partnership I	022496	18 - Candy Canes for holiday events	Paid by Check # 74838		11/30/2021	11/30/2021	12/10/2021		12/10/2021	25.98
5819 - Synchrony Bank	454567438953	18-Amazon Christmas Snowflake Projector	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	35.98
5819 - Synchrony Bank	669389587435	18-Amazon Party Projector	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	33.99
5819 - Synchrony Bank	586934397477	18- Amazon Christmas lights/ outdoor lights	Paid by EFT # 44194		11/30/2021	11/30/2021	12/10/2021		12/10/2021	360.93
Account 52420 - Other Supplies Totals									Invoice Transactions 7	<u>\$713.29</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321121	06-cell phone chgs 10/12-11/11/21- #287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	22.39
Account 53210 - Telephone Totals									Invoice Transactions 1	<u>\$22.39</u>
Account 53990 - Other Services and Charges										
9111 - Monroe County Fair Association	10-30-2021	18 - Rental of fairgrounds for Pumpkin Launch 10/30/21	Paid by EFT # 44129		11/30/2021	11/30/2021	12/10/2021		12/10/2021	750.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$750.00</u>
Program 186500 - Community Events Totals									Invoice Transactions 10	<u>\$1,555.68</u>
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
52276 - Hunter's Honey Farm	2718	Market Bucks and Gift Certificates	Paid by EFT # 44094		11/30/2021	11/30/2021	12/10/2021		12/10/2021	5.00
5200 - Chester L Lehman (Olde Lane Orchard)	2732	Market Bucks and Gift Certificates	Paid by EFT # 44121		11/30/2021	11/30/2021	12/10/2021		12/10/2021	30.00
7356 - John A McMahan	2741	Market Bucks and Gift Certificates	Paid by EFT # 44125		11/30/2021	11/30/2021	12/10/2021		12/10/2021	55.00
12409 - Jeffrey A Padgett	2726	Market Bucks and Gift Certificates	Paid by EFT # 44144		11/30/2021	11/30/2021	12/10/2021		12/10/2021	20.00
14571 - Melvin E Reeves	2722	Market Bucks and Gift Certificates	Paid by EFT # 44156		11/30/2021	11/30/2021	12/10/2021		12/10/2021	10.00
4428 - Nicolas S Schultz	2744	Market Bucks and Gift Certificates	Paid by EFT # 44169		11/30/2021	11/30/2021	12/10/2021		12/10/2021	25.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
17532 - Ralph Shatto (Poseys & Pumpkins)	2725	Market Bucks and Gift Certificates	Paid by EFT # 44175		11/30/2021	11/30/2021	12/10/2021		12/10/2021	20.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2724	Market Bucks and Gift Certificates	Paid by EFT # 44178		11/30/2021	11/30/2021	12/10/2021		12/10/2021	5.00
5673 - Stephen Stoll	2728	Market Bucks and Gift Certificates	Paid by EFT # 44193		11/30/2021	11/30/2021	12/10/2021		12/10/2021	20.00
3666 - Marie Wagler	2736	Market Bucks and Gift Certificates	Paid by EFT # 44213		11/30/2021	11/30/2021	12/10/2021		12/10/2021	5.00
6495 - Wilderlove Farm, LLC	2735	Market Bucks and Gift Certificates	Paid by EFT # 44217		11/30/2021	11/30/2021	12/10/2021		12/10/2021	35.00
Account 47230 - Gift Certificate Totals									Invoice Transactions 11	\$230.00
Account 47240 - EBT Market Bucks										
6431 - Alvin M Fisher	2738	Market Bucks	Paid by EFT # 44069		11/30/2021	11/30/2021	12/10/2021		12/10/2021	39.00
52276 - Hunter's Honey Farm	2718	Market Bucks and Gift Certificates	Paid by EFT # 44094		11/30/2021	11/30/2021	12/10/2021		12/10/2021	99.00
5200 - Chester L Lehman (Olde Lane Orchard)	2732	Market Bucks and Gift Certificates	Paid by EFT # 44121		11/30/2021	11/30/2021	12/10/2021		12/10/2021	51.00
7880 - George Robert Maughan JR (White River Plateau Orchard)	2723	Market Bucks	Paid by EFT # 44124		11/30/2021	11/30/2021	12/10/2021		12/10/2021	12.00
7880 - George Robert Maughan JR (White River Plateau Orchard)	2730	Market Bucks	Paid by EFT # 44124		11/30/2021	11/30/2021	12/10/2021		12/10/2021	51.00
7880 - George Robert Maughan JR (White River Plateau Orchard)	2743	Market Bucks	Paid by EFT # 44124		11/30/2021	11/30/2021	12/10/2021		12/10/2021	6.00
7356 - John A McMahan	2741	Market Bucks and Gift Certificates	Paid by EFT # 44125		11/30/2021	11/30/2021	12/10/2021		12/10/2021	87.00
12409 - Jeffrey A Padgett	2719	Market Bucks	Paid by EFT # 44144		11/30/2021	11/30/2021	12/10/2021		12/10/2021	102.00
12409 - Jeffrey A Padgett	2729	Market Bucks	Paid by EFT # 44144		11/30/2021	11/30/2021	12/10/2021		12/10/2021	48.00
12409 - Jeffrey A Padgett	2726	Market Bucks and Gift Certificates	Paid by EFT # 44144		11/30/2021	11/30/2021	12/10/2021		12/10/2021	12.00
7337 - David Ray (Stonewall Maple Syrup)	2734	Market Bucks	Paid by EFT # 44153		11/30/2021	11/30/2021	12/10/2021		12/10/2021	60.00
14571 - Melvin E Reeves	2722	Market Bucks and Gift Certificates	Paid by EFT # 44156		11/30/2021	11/30/2021	12/10/2021		12/10/2021	27.00
12430 - Luke Rhodes	2721	Market Bucks	Paid by EFT # 44158		11/30/2021	11/30/2021	12/10/2021		12/10/2021	144.00
12430 - Luke Rhodes	2733	Market Bucks	Paid by EFT # 44158		11/30/2021	11/30/2021	12/10/2021		12/10/2021	81.00
12430 - Luke Rhodes	2740	Market Bucks	Paid by EFT # 44158		11/30/2021	11/30/2021	12/10/2021		12/10/2021	48.00



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
4428 - Nicolas S Schultz	2744	Market Bucks and Gift Certificates	Paid by EFT # 44169		11/30/2021	11/30/2021	12/10/2021		12/10/2021	363.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2725	Market Bucks and Gift Certificates	Paid by EFT # 44175		11/30/2021	11/30/2021	12/10/2021		12/10/2021	45.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2742	Market Bucks	Paid by EFT # 44175		11/30/2021	11/30/2021	12/10/2021		12/10/2021	66.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2724	Market Bucks and Gift Certificates	Paid by EFT # 44178		11/30/2021	11/30/2021	12/10/2021		12/10/2021	90.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2731	Market Bucks	Paid by EFT # 44178		11/30/2021	11/30/2021	12/10/2021		12/10/2021	81.00
5673 - Stephen Stoll	2728	Market Bucks and Gift Certificates	Paid by EFT # 44193		11/30/2021	11/30/2021	12/10/2021		12/10/2021	84.00
3666 - Marie Wagler	2736	Market Bucks and Gift Certificates	Paid by EFT # 44213		11/30/2021	11/30/2021	12/10/2021		12/10/2021	222.00
3666 - Marie Wagler	2745	Market Bucks	Paid by EFT # 44213		11/30/2021	11/30/2021	12/10/2021		12/10/2021	12.00
12424 - Daniel L Weber	2739	Market Bucks	Paid by EFT # 44214		11/30/2021	11/30/2021	12/10/2021		12/10/2021	21.00
12425 - David W Widner	2720	Market Bucks	Paid by Check # 74847		11/30/2021	11/30/2021	12/10/2021		12/10/2021	6.00
12425 - David W Widner	2737	Market Bucks	Paid by Check # 74847		11/30/2021	11/30/2021	12/10/2021		12/10/2021	3.00
6495 - Wilderlove Farm, LLC	2735	Market Bucks and Gift Certificates	Paid by EFT # 44217		11/30/2021	11/30/2021	12/10/2021		12/10/2021	627.00
Account 47240 - EBT Market Bucks Totals									Invoice Transactions 27	\$2,487.00
Account 52420 - Other Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0364975	18-Custodial Supplies and Face Masks	Paid by EFT # 44067		11/30/2021	11/30/2021	12/10/2021		12/10/2021	75.42
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$75.42
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321121	06-cell phone chgs 10/12-11/11/21-#287297421132X1119 2021	Paid by Check # 74814		11/29/2021	11/29/2021	11/29/2021		11/30/2021	70.19
Account 53210 - Telephone Totals									Invoice Transactions 1	\$70.19
Account 53940 - Temporary Contractual Employee										
7342 - Cortland V Carrington (Mushroom Inspection)	11-20-21	18- Market Mushroom Inspection	Paid by EFT # 44049		11/30/2021	11/30/2021	12/10/2021		12/10/2021	210.00
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 1	\$210.00



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	5517388	18-Inspection of Fire Extinguisher	Paid by EFT # 44117		11/30/2021	11/30/2021	12/10/2021		12/10/2021	7.55
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$7.55
								Program 186503 - Community Events-Farmers' Market Totals	Invoice Transactions 42	\$3,080.16
Program 187503 - Banneker-Classes										
Account 52420 - Other Supplies										
577 - W.W. Grainger, INC	9112265187	18-BBCC-Backordered Orange Paint	Paid by EFT # 44212		11/30/2021	11/30/2021	12/10/2021		12/10/2021	29.20
577 - W.W. Grainger, INC	9106617203	18-BBCC-Facility Cleaning Supplies	Paid by EFT # 44212		11/30/2021	11/30/2021	12/10/2021		12/10/2021	477.15
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$506.35
								Program 187503 - Banneker-Classes Totals	Invoice Transactions 2	\$506.35
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	57770	18 - UF - Spring 2021 Memorial Plaques (3)	Paid by EFT # 44064		11/30/2021	11/30/2021	12/10/2021		12/10/2021	660.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$660.00
								Program 189503 - Urban Forestry Totals	Invoice Transactions 1	\$660.00
								Department 18 - Parks & Recreation Totals	Invoice Transactions 97	\$16,676.64
								Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions 97	\$16,676.64
Fund 977 - Parks 2016 GO Bond Proceeds										
Department 18 - Parks & Recreation										
Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP										
Account 54510 - Other Capital Outlays										
3054 - Sinclair Recreation, LLC (GameTime)	IO21017	18-Installation of Winslow Woods Playground & surfacing	Paid by EFT # 44181		11/30/2021	11/30/2021	12/10/2021		12/10/2021	52,700.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	\$52,700.00
								Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP Totals	Invoice Transactions 1	\$52,700.00
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP										
Account 54510 - Other Capital Outlays										
4063 - Recreation inSites, LLC	609	18-Kompan Supernova for Brayn Park 5-12 playground	Paid by EFT # 44155		11/30/2021	11/30/2021	12/10/2021		12/10/2021	9,000.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	\$9,000.00
								Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals	Invoice Transactions 1	\$9,000.00
								Department 18 - Parks & Recreation Totals	Invoice Transactions 2	\$61,700.00
								Fund 977 - Parks 2016 GO Bond Proceeds Totals	Invoice Transactions 2	\$61,700.00



Accounts Payable by G/L Distribution Report

Invoice Date Range 11/27/21 - 12/10/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
18844 - First Financial Bank, N.A.	7THBIKELN-APP 6	07-7th St.Protected Bike LN Imp-BC-2021-47-CN-10/1-10/31/21-Ap 6	Paid by Check # 74828		11/30/2021	11/30/2021	12/10/2021		12/10/2021	21,446.65
19278 - Milestone Contractors, LP	7THBIKELN-APP 6	07-7thSt. Protected Bike LN Imp-BC-2021-47-CN-10/1-10/31/21-Ap 6	Paid by EFT # 44127		11/30/2021	11/30/2021	12/10/2021		12/10/2021	219,020.92
Account 54510 - Other Capital Outlays Totals								Invoice Transactions 2		<u>\$240,467.57</u>
Program 18018A - 7th St Green Way, RCA Power Line Totals								Invoice Transactions 2		<u>\$240,467.57</u>
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
19278 - Milestone Contractors, LP	7THBIKELN-APP 6	07-7thSt. Protected Bike LN Imp-BC-2021-47-CN-10/1-10/31/21-Ap 6	Paid by EFT # 44127		11/30/2021	11/30/2021	12/10/2021		12/10/2021	151,896.72
3444 - Rundell Ernstberger Associates, INC	2021-1620-05	18- Construction Inspection for Cascades Trail and Streambank	Paid by EFT # 44163		11/30/2021	11/30/2021	12/10/2021		12/10/2021	5,991.80
Account 54510 - Other Capital Outlays Totals								Invoice Transactions 2		<u>\$157,888.52</u>
Program 18018B - Griffy Loop Trail Lower Cascades Totals								Invoice Transactions 2		<u>\$157,888.52</u>
Department 18 - Parks & Recreation Totals								Invoice Transactions 4		<u>\$398,356.09</u>
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals								Invoice Transactions 4		<u>\$398,356.09</u>
Grand Totals								Invoice Transactions 227		<u>\$563,711.47</u>

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2020	2020	2020	2020	2021	2021	2021	
November	Total	Actual	Expenses	% of Expense	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	<u>Budget</u>	<u>for Year</u>	<u>November</u>	<u>to date</u>	<u>Budget</u>	<u>November</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	737,200	754,943	689,940	91.39%	717,168	700,330	97.65%	1.51%
Health & Wellness	107,016	87,486	79,660	91.05%	86,927	77,722	89.41%	-2.43%
Community Relations	487,964	382,301	352,121	92.11%	498,198	371,709	70.68%	5.56%
Aquatics	378,257	41,799	58,224	139.30%	293,257	296,731	101.18%	409.64%
Frank Southern Center	381,828	313,225	301,728	96.33%	369,516	208,669	56.47%	-30.84%
Golf Services	706,904	752,234	701,463	93.25%	720,425	657,587	91.28%	-6.25%
Natural Resources	388,562	356,217	328,610	92.25%	390,401	322,116	82.51%	-1.98%
Youth Programs	62,293	73,338	67,598	92.17%	73,773	65,089	88.23%	-3.71%
TLRC	294,799	286,735	260,647	90.90%	278,629	251,051	90.10%	-3.68%
Community Events	405,346	416,547	384,658	92.34%	418,379	366,281	87.55%	-4.78%
Adult Sports	286,511	191,953	188,173	98.03%	244,078	210,497	86.24%	11.86%
Youth Sports	295,022	229,703	238,182	103.69%	231,548	215,874	93.23%	-9.37%
BBCC	444,450	309,347	280,601	90.71%	419,321	307,163	73.25%	9.47%
Inclusive Recreation	86,491	89,526	84,575	94.47%	89,535	68,052	76.01%	-19.54%
Operations	1,979,870	1,803,531	1,653,299	91.67%	1,865,916	1,606,595	86.10%	-2.82%
Switchyard Property	256,821	200,725	180,184	89.77%	410,662	346,721	84.43%	92.43%
Landscaping	613,368	514,742	507,878	98.67%	654,879	499,921	76.34%	-1.57%
Cemeteries	211,863	180,755	165,842	91.75%	214,404	180,704	84.28%	8.96%
Urban Forestry	514,292	378,572	338,504	89.42%	501,313	331,641	66.15%	-2.03%
Recover Forward	50,000	50,000	0	0.00%	0		0.00%	0.00%
General Fund total:	7,901,657	7,413,677	6,861,888	92.56%	8,478,330	7,084,454	83.56%	3.24%
Non-Reverting Fund								
Administration	14,650	13,277	17,540	132.11%	18,550	6,329	34.12%	-63.92%
Health & Wellness	1,650	18,293	8,709	47.61%	2,450	4,154	169.55%	-52.30%
Community Relations	5,350	7,824	7,824	100.00%	5,350	720	13.46%	-90.80%
Aquatics	81,959	79,918	36,088	45.16%	55,544	59,629	107.36%	65.23%
Frank Southern Cent	86,859	100,685	55,298	54.92%	87,669	54,424	62.08%	-1.58%
Golf Services	168,852	142,148	140,758	99.02%	126,758	147,572	116.42%	4.84%
Natural Resources	65,429	23,982	19,147	79.84%	70,610	15,893	22.51%	-16.99%
Youth Programs	238,025	99,238	96,536	97.28%	214,782	120,795	56.24%	25.13%
*TLRC - day to day	570,919	447,049	351,984	78.73%	633,489	369,193	58.28%	4.89%
Community Events	250,680	188,015	185,585	98.71%	216,119	142,697	66.03%	-23.11%
Adult Sports	140,331	72,275	51,121	70.73%	135,504	91,718	67.69%	79.41%
Youth Sports	9,482	54,592	8,067	14.78%	9,578	30,601	319.51%	279.33%
BBCC	41,962	19,493	15,543	79.74%	2,560	4,865	190.03%	-68.70%
Childcare Program	0	1,399	3,216	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	7,005	31.85%	46,110	89,799	194.75%	1182.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,577	41,870	36,477	87.12%	27,672	58,518	211.47%	60.43%
Landscaping (CCC P	6,150	0		0.00%	0	0	0.00%	0.00%
Cemeteries	0	0		0.00%	0	0	0.00%	0.00%
Urban Forestry	0	940		0.00%	6,350	700	11.03%	0.00%
N-R Fund subtotal:	1,752,484	1,332,989	1,040,896	78.09%	1,659,093	1,197,606	72.18%	15.06%
TLRC - bond	482,000	481,738	481,738	100.00%	474,100	474,013	99.98%	-1.60%
N-R Fund total:	2,234,484	1,814,726	1,522,634	83.90%	2,133,193	1,671,618	78.36%	9.78%

Other Misc Funds								
15-16 MCCSC 21st C	884				884			
16-17 MCCS 21st com I								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn	9,208	22,144			2,079			
20-21 MCCSC 21st Com Learn					22,521			
Community Banneker Bus	39,995	39,995						
G14006 Out-of School Prg.								
G15008 Summer Fod	11,115	33,346	33,346		11,115	12,898		
G15009 Nature Days S/Star								
Griffy Lake Nature Day	14,269				2,322			
Wapehani I-69 Mitigation								
Leonard Springs Nature					3,693			
Banneker Nature Day	3,659	3,659			3,109			
NRPA Nutrition Hub	0				17,195			
Kaboom Play								
Youth & Adolescent Phy Act	9,936				8,004			
Goat Farm								
Giffy LARE	6,300	6,383			5,499			
Deer Cull	25,000	25,000			25,000			
Banneker ROI	177,541	155,775			13,979			
Other Misc Funds total:	21,935	106,778	286,303	268.13%	11,999	116,298		
TOTAL ALL FUNDS	10,158,076	9,335,181	8,670,825	92.88%	10,623,522	8,872,370	83.52%	2.32%

G-17-18 MCCSC 21st Co	14,210				30,000			
G18-19 MCCSC 21st Cor	30,000				30,000			
G19-20 MCCSC 21st Cor	30,000	18,679	18,679		14,210			
G20-21 MCCSC 21st		2,881				13,840		
G14009 Summer Food G	27,864	33,346	33,346		27,864	11,631		
Communit Banneker Bus	45,000	39,995			45,000			
Kaboom Play Everywhere								
NRPA Nutrition Hub		40,000	40,000			35,000		
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt		14,993	14,993			5,499		
G15008 Leonard Spring						12,245		
G15009 Griffy Nature Days		4,239	4,239			2,231		
(902) Rose Hill Trust		286	276			100		
Banneker ROI		157,379	157,379					
Banneker Nature Days		3,659	3,659			3,109		
Yth & Adolescent Phy Act	8,000				8,000	8,467		
Nature Days Star								
2019 Deer Cull IN DNR CHAP		25,000	25,000		25,000	25,000		
Other Misc Funds total:	155,074	340,458	297,572		180,074	117,122		
TOTAL ALL FUNDS	10,033,932	9,605,116	5,809,641	60.48%	9,720,764	7,232,206	74.40%	24.49%

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	11/30/2021	revenue	11/30/2021	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	263,161.73	13,461.58		6,328.85		7,132.73	270,294.46
Health & Wellness	14,884.91	4,701.59		4,153.94		547.65	15,432.56
Community Relations	34,679.89	2,631.89		720.15		1,911.74	36,591.63
Aquatics	311,829.23	84,189.56		59,628.86		24,560.70	336,389.93
Frank Southern Center	145,619.91	28,122.92		54,424.10		(26,301.18)	119,318.73
Golf Course	162,151.68	213,292.99		147,571.80		65,721.19	227,872.87
Natural Resources	329,236.85	48,872.37		15,893.44		32,978.93	362,215.78
Allison Jukebox	290,192.83	139,567.05		120,794.54		18,772.51	308,965.34
TLRC	(2,235,133.79)	413,594.38		843,205.97		(429,611.59)	(2,664,745.38)
TLRC Reserve	631,401.59	83,665.97		0.00		83,665.97	715,067.56
Community Events	543,891.59	128,900.90		142,696.83		(13,795.93)	530,095.66
Adult Sports	2,251.34	94,852.33		91,717.87		3,134.46	5,385.80
Youth Sports	6,198.34	7,519.86		30,600.75		(23,080.89)	(16,882.55)
Skate Park	575.42	0		0.00		0.00	575.42
Benjamin Banneker Comm Center	64,551.43	9,128.46		4,864.88		4,263.58	68,815.01
Childcare Program	(1,399.03)	0.00		0.00		0.00	(1,399.03)
Operations	194,525.72	116,037.66		89,798.50		26,239.16	220,764.88
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	223,929.49	48,594.91		58,517.97		(9,923.06)	214,006.43
Landscaping	13,454.36	0.00		0.00		0.00	13,454.36
Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
Urban Forestry	28,477.22	9,875.00		700.49		9,174.51	37,651.73
Change Fund	0.00	0.00		0.00		0.00	0.00
Deposits	0.00	0.00		0.00		0.00	0.00
TOTALS	1,031,971.50	1,447,009.42	0.00	1,671,618.94	0.00	(224,609.52)	807,361.98

* 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.

(224,609.52)
**INCREASE/DECREASE
FOR THE CURRENT**

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
11/02/2021	1945934	6	AR	325012_B	The Skating School - Level 8 (325012	Refund Now	grabowsm	80.00	0.00	80.00
11/03/2021	1946540	6	FR	Turf_TLRC_Turf	Turf on 11/06/2021 at 2:00pm to 5:0	Refund Now	grabowsm	300.00	0.00	300.00
11/05/2021	1947439	6	FR	GOLFC_GOLFC_	Cascades Banquet Room on 11/10/2	Refund Now	grabowsm	100.00	0.00	100.00
11/05/2021	1947439	6	FR	GOLFC_GOLFC_	Cascades Banquet Room on 11/10/2	Refund Now	grabowsm	50.00	0.00	50.00
11/10/2021	1949993	6	AR	340010_A	Griffy Night Hike (340010-A)	Refund Now	grabowsm	6.00	0.00	6.00
11/10/2021	1949993	6	AR	340010_A	Griffy Night Hike (340010-A)	Refund Now	grabowsm	6.00	0.00	6.00
11/10/2021	1949993	6	AR	340010_A	Griffy Night Hike (340010-A)	Refund Now	grabowsm	6.00	0.00	6.00
11/15/2021	1951782	6	AR	340010_A	Nature Night Hike (340010-A)	Refund Now	grabowsm	6.00	0.00	6.00
11/15/2021	1951782	6	AR	340010_A	Nature Night Hike (340010-A)	Refund Now	grabowsm	6.00	0.00	6.00
11/15/2021	1951782	6	AR	340010_A	Nature Night Hike (340010-A)	Refund Now	grabowsm	6.00	0.00	6.00
11/15/2021	1951782	6	AR	340010_A	Nature Night Hike (340010-A)	Refund Now	grabowsm	6.00	0.00	6.00
11/15/2021	1951783	6	AR	340010_A	Nature Night Hike (340010-A)	Refund Now	grabowsm	5.00	0.00	5.00
11/15/2021	1951784	6	AR	340010_A	Griffy Night Hike (340010-A)	Refund Now	grabowsm	5.00	0.00	5.00
11/17/2021	1952864	6	AR	325005_B	The Skating School - Level 1 (325005	Refund Now	grabowsm	56.25	0.00	56.25
11/22/2021	1954788	6	AR	340010_A	Griffy Night Hike (340010-A)	Refund Now	grabowsm	5.00	0.00	5.00
11/22/2021	1954788	6	AR	340010_A	Griffy Night Hike (340010-A)	Refund Now	grabowsm	5.00	0.00	5.00
11/22/2021	1954791	6	PSS	5903	Switch Yard Park Pavilion (5903)	Refund Now	grabowsm	250.00	0.00	250.00
11/30/2021	1957273	6	PM	TL-2P-1M	TL 2P 1M PIF (30783)	Refund Now	grabowsm	34.00	0.00	34.00
11/30/2021	1957275	6	FR	COURT_TLRC_c	Court 2 on 11/12/2021 at 12:30pm to	Refund Now	grabowsm	45.00	0.00	45.00

Report Summary Totals

Total Refund Records:	19
Total Fees Refunded:	977.25
Total Tax Refunded:	0.00
Total Amount Refunded:	977.25

Bloomington Parks and Recreation Surplus Declaration Form

Dec-21

Dec-21

[illegible]



STAFF REPORT

Agenda Item: A-7
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: December 7, 2021
SUBJECT: SERVICE AGREEMENT WITH JB's SALVAGE FOR GREEN WASTE
DUMPSTER AT SWITCHYARD PARK

Recommendation

Staff recommends the approval of two Service Agreements with JB's Salvage.

- 30-yard green waste dumpster at Switchyard Park
Funding source: 200-18-189500-53950
Amount not to exceed \$4,000
- 30-yard green waste dumpster at Operations Center
Funding source: 200-18-189500-53950
Amount not to exceed \$4,000

Background

JB Salvage will provide two 30 cubic yard dumpsters for collection and disposal of green waste at a local composting facility. One dumpster is located at the Switchyard Park Maintenance Building, 1601 South Rogers Street, Bloomington, Indiana. The other is located at the Operations Center, 545 South Adams Street, Bloomington, Indiana. Both are emptied on an "as needed" basis.

RESPECTFULLY SUBMITTED,

Joanna Sparks
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 JB's Salvage ("Contractor").

Article 1. Scope of Services Contractor shall provide a 30 cubic yard dumpster ("Services") for collection and disposal of green waste generated by the Operations Division Staff. This dumpster is located at the **Operations Center**, 545 South Adams Street, Bloomington, Indiana. It is emptied on an "as needed" basis. ("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, 2022, 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 Four Thousand Dollars (\$4000.00). 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: On an as-needed basis. 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 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: Joanna Sparks, City Landscaper 401 N. Morton, Bloomington, IN 47402. **Contractor:** JB's Salvage . 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

Mike Rouker, Interim Corporation Counsel

JB'S SALVAGE

Kent Robinson, Vice President

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature _____ My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 20____.

JB's Salvage

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
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 JB's Salvage ("Contractor").

Article 1. Scope of Services Contractor shall provide a 30 cubic yard dumpster ("Services") for collection and disposal of green waste generated by the Operations Division Staff. This dumpster is located at **Switchyard Park**, 1601 S. Rogers Street, Bloomington, Indiana. It is emptied on an "as needed" basis. ("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, 2022, 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 Four Thousand Dollars (\$4000.00). 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: On an as-needed basis. 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 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: Joanna Sparks, City Landscaper 401 N. Morton, Bloomington, IN 47402. **Contractor:** JB's Salvage . 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

Mike Rouker, Interim Corporation Counsel

JB'S SALVAGE

Kent Robinson, Vice President

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature _____ My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 20____.

JB's Salvage

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: A-8
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: December 7, 2021
SUBJECT: CONTRACT WITH KEVIN POTTER CIVIL ENGINEERING FOR
STRUCTURAL
INSPECTION OF GOAT FAR PARK BARN AND SILO

Recommendation

Staff recommends approval of a contract with Kevin Potter Civil Engineering to conduct a structural inspection of the Goat Farm Park barn and silo.

The contract is not to exceed \$650 and will be funded from 201-18-189000-53110.

Background

In advance of potential work at Goat Farm Park in 2022, and prior to initiating exterior repairs on the barn and silo, a structural inspection of the barn and silo is desired to ensure funds are invested wisely. Kevin Potter will perform a structural inspection of the two facilities and provide findings and recommendations.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
KEVIN POTTER CIVIL ENGINEERING**

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

Article 1. Scope of Services Contractor shall complete a structural engineering inspection of the barn and silo at Goat Farm Park in Bloomington as outlined in Exhibit A ("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 February 28, 2022 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 Tim Street as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed six hundred and fifty dollars (\$650.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Tim Street, 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 and provide a final report of findings within three weeks from the notice to proceed. 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.

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

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington, **Attn: Tim Street, 401 N. Morton, Bloomington, IN 47402.** Contractor: B-Tech Fire and Security. 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 C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Mike Rouker, Interim Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

KEVIN POTTER CIVIL ENGINEERING

Kevin Potter, Owner

Date

EXHIBIT A
SCOPE OF SERVICE

KEVIN B. POTTER
Structural Engineering
P.O. Box 5563
Bloomington, IN 47407
Phone (812) 331-7981
EMAIL- kevinbpotter@gmail.com

November 27, 2021

Tim Street
City of Bloomington Parks and Recreation
P.O. Box 848
Bloomington, IN 47402

Re: Goat Farm Barn

Per your request, I am submitting this proposal for a structural inspection and report pertaining to the Goat Farm Barn owned by the City of Bloomington and located near the roundabout at East Winslow Road and South High Street. The subject barn is a timber framed structure with a one story enclosed shed roof section on the east side, a two story gable roof center section, and an open porch with an attached shed roof on the east side. A masonry walled silo exists on the north side of the barn.

The scope of our proposed services would include the following:

1. Foundation inspection including support posts
2. Second floor framing inspection
3. Inspection of roof structure and roofing materials
4. Inspection of exterior wall structure and siding
5. Inspection of interior wall structure and finish materials
6. Silo inspection
7. Concrete floor slab on grade inspection

The report would describe the existing conditions of the above listed items and would also include photos. General repair recommendations would be provided for defective items. A detailed design for repair of defective items would not be within the scope of this inspection.

Our proposed fees for the above listed services would be \$650 (Six hundred fifty dollars) and would be payable within 30 days after submitting the final report. If you are in agreement with this proposal, please sign and return to me which would act as our notice to proceed with the inspection. The inspection and report would be completed within 3 weeks or less from notice to proceed.

Please contact us if there are questions.

11/29/2021


Kevin B. Potter – Structural Engineer
P.O. Box 5563
Bloomington, IN 47407

Tim Street
City of Bloomington Parks and Recreation
P.O. Box 848
Bloomington, IN 47402

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: _____

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

B-Tech Fire and Security

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-9 Date: 12/02/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: December 7, 2021
SUBJECT: MC-IRIS PARTNERSHIP AGREEMENT

Recommendation

Staff recommends the approval of this Partnership Agreement with Monroe County Identify and Reduce Invasives (MC-IRIS).

Background

Parks staff would like to renew our partnership with MC-IRIS to continue actively engaging with the community in monthly 1st Saturday Invasive Plant Awareness Days and Indiana Weed Wrangles at various Parks properties and other outreach events such as 'Sustaining Nature and Your Land (SNAYL) Day'.

MC-IRIS members have been working to educate Monroe county residents about controlling invasive plants for over a decade. Rebounding from the low volunteer numbers during 2020 due to Covid limitations, volunteers have provided over 1000 hours so far in 2021. With MC-IRIS's assistance we hope to continue to expand our engagement with neighboring property owners and educate them about the importance of managing invasive plants on their properties.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of _____ 2021 by and between the City of Bloomington Parks & Recreation Department ("BPRD"), and Monroe County - Identify and Reduce Invasive Species ("MC-IRIS").

WHEREAS, the BPRD and MC-IRIS desire to cooperate in the development and implementation of invasive plant education and training events; and

WHEREAS, MC-IRIS is dedicated to reaching out into the community to promote invasive plant awareness for the general public; and

WHEREAS, the BPRD would like to expand invasive plant education and training offerings to incorporate more hands-on experience; and

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

NOW THEREFORE, the partners do mutually agree as follows:

Purpose of Agreement:

The purpose of this Agreement is to establish a partnership which will provide for collaborative programming and a sharing of resources to better serve the community.

1.0 Duration of Agreement:

The term of this Agreement shall begin January 1, 2022 and run through December 31, 2022. The partners may agree to renew or extend the term of this Agreement in writing only.

2.0 Bloomington Parks & Recreation Department Agrees to:

- a. Maintain close communication with MC-IRIS Board members, and bring any related issues to their attention. One BPRD staff member will attend monthly MC-IRIS meetings.
- b. Provide up-to-date program publicity by publishing information in the BPRD's seasonal program brochure and on its website.
- c. Provide staff assistance at MC-IRIS sponsored events on BPRD properties, including but not limited to: Sustaining Nature and Your Land Day ("SNAYL Day") to be held in the spring of 2022.
- d. Provide a site supervisor and Licensed Pesticide Applicator for all 1st Saturdays Invasive Plant Awareness Day/Indiana Weed Wrangle events.
- e. Coordinate with MC-IRIS the provision of any tools or supplies necessary for invasive plant education and training events, which include, but are not limited to, handsaws, gloves, and

trash bags.

- f. Work cooperatively with MC-IRIS to apply for funding opportunities for vegetation management activities on BPRD properties.

3.0 MC-IRIS Agrees to:

- a. Maintain close contact with BPRD staff, and address with them any related program issues.
- b. Assist with identifying potential instructors and coordinating invasive plant education and training events.
- c. Assist with the distribution of promotional materials, including flyers and registration information.
- d. Provide program publicity on BPRD invasive plant education and training events on the MC-IRIS website.
- e. Provide MC-IRIS member(s) to assist with onsite management of 1st Saturday Invasive Plant Awareness Day/Indiana Weed Wrangle events; including, when possible, OISC Licensed Pesticide Applicators to apply herbicide under the direction of Parks staff and to expand educational opportunities for volunteers regarding invasive plant management strategies and improve the efficacy of invasive plant management activities. MC-IRIS members assisting with herbicide application shall provide proof to BPRD of current licensing and proficiency in cut stump treatment.
- f. MC-IRIS members shall sign the City of Bloomington Parks and Recreation Volunteer Waiver of Liability (Exhibit A).

4.0 Agreement Terms Mutually Agreed to By Both Partners:

- a. All marketing/promotional materials and public relations information will be shared between both partners involved prior to any advertising.
- b. BPRD and MC-IRIS Board members will coordinate invasive plant education and training event schedules.
- c. The staff and personnel involved in this Agreement will at all times represent themselves to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction

5.0 Termination

- a. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2022 by mutual written agreement only.
- b. In the event that one of the partners to this Agreement breaches any of its terms and conditions, the other party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breach is not cured within ten days, the non-breaching party may, at its option and in writing, unilaterally terminate this Agreement.

6.0 Notice

- a. Notice regarding any significant concerns or issues of non-compliance shall be given to:

Bloomington Parks & Recreation

Tim Street, Operations Director
401 N. Morton, Suite 250
Bloomington, IN 47404
tim.street@bloomington.in.gov
812-349-3706

MC-IRIS

Ellen Jacquart, Chair
8358 N. Mt. Tabor Rd.
Ellettsville, IN 47428
ellenjacquart@gmail.com
812-876-9645

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

Bloomington Parks & Recreation

Joanna Sparks, City Landscaper
812-349-3497
sparkj@bloomington.in.gov

MC-IRIS

Ellen Jacquart, Chair
812-876-9645
ellenjacquart@gmail.com

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

CITY OF BLOOMINGTON

MC-IRIS

Kathleen Mills, President
Board of Park Commissioners

Ellen Jacquart, Chair

Paula McDevitt, Director
Bloomington Parks and Recreation

Mike Rouker, Interim Corporation Counsel

Exhibit A



VOLUNTEER WAIVER OF LIABILITY AND PHOTO & VIDEO RELEASE

Please read the following statement carefully before signing below:

I recognize that because of the inherent hazards of this activity I may sustain some injury or harm as a result of my participation. In the event that I am injured and my next of kin cannot be contacted, I give my permission to the attending physician to render such treatment as would be normal, and agree to pay the usual charge for such treatment. I agree to release the City of Bloomington, its Parks and Recreation Department and its employees, agents and assigns for any and all claims for personal injury and/or property damage that may arise from, or be in any way connected to, my participation in this activity. I understand that this release applies to both present and future injuries, and that it binds my heirs, executors and administrators. I have been advised that I may be photographed and videotaped while participating in Parks and Recreation activities, and I consent to the reproduction of such photos or videos for advertising and publicity. I agree to release Bloomington Parks and Recreation, its employees, agents, and assigns, from any liability connected with taking, recording, digitizing, or publication and use of photographs, video, and/or sound recordings. In signing this form, I also understand that I agree to be subscribed to the Bloomington Parks and Recreation monthly volunteer newsletter. I have read this release and understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

* * *

TRANSPORTATION, HOLD-HARMLESS, AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for permission to ride along in a CITY OF BLOOMINGTON vehicle for the undersigned's benefit only, agrees to the following:

To release, hold harmless and indemnify the City of Bloomington, its employees, officers and agents, for any claim or claims which might arise out of any incident connected with or in any way related to riding in a City of Bloomington vehicle. This includes claims for personal injury, property damage, and/or other type of harm or injury.

To release, hold harmless and indemnify the City of Bloomington, its employees, officers and agents for any claim or claims arising out of any incident connected with or related to in any way riding in a City of Bloomington vehicle made or asserted by any other person(s) against the City of Bloomington. This includes claims for personal injury, property damage, Workers Compensation and/or any other type of harm or injury.

Purpose of Ride Along: Responsibilities related to volunteer position.

Signature: _____ Date: _____

Email: _____ Phone: _____

In case of emergency, please contact:

Name: _____ Phone: _____

Relationship: _____



STAFF REPORT

Agenda Item: A-10
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: December 7, 2021
SUBJECT: REVIEW/APPROVAL OF SEVEN (7) SERVICE AGREEMENTS WITH MULTIPLE VENDORS

Recommendation

Staff recommends review/approval of seven (7) Service Agreements for the Operations and Sports Divisions. The service agreements are with the following vendors:

1. Bledsoe Riggert Cooper & James, Inc. – Land boundary surveys & construction layout
2. Bruce's Welding – general fabrication and welding repairs
3. Cassady Electrical Contractors Inc. – general repairs/adjustments and/or replacement of lighting and electrical components
4. Harrell Fish, Inc. – general repairs/adjustments to HVAC systems
5. Indiana Door & Hardware Specialties, Inc. – general repairs/adjustments and/or replacement of door and window systems
6. J & S Locksmith Shop, Inc. – general repairs/adjustments to door locks and key cores
7. Woodland Enterprises, LLC (Roto Rooter) – snaking and cleaning of drains

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

Background

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

2021-January

provided in IC 5-22 for Public Purchasing.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Barbara L. Dunbar", is written over a horizontal line. The signature is fluid and cursive, with the first name "Barbara" being more prominent.

Barb Dunbar, Operations Coordinator

2021-January

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLED SOE RIGERT COOPER & JAMES,, INC.**

This Agreement, entered into on this 7th day of December, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), Bledsoe Riggert Cooper & James, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide services for land boundary surveys, construction layout and civil engineering.

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, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred and Ninety-nine Dollars (\$4,999.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Woods Electrical Contractors, Inc.. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Mike Rouker, Interim Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

BLED SOE RIGGERT COOPER & JAMES, INC.

Marty James, Vice President/Professional Surveyor

Date

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature _____

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Bledsoe Riggert Cooper & James, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

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

This Agreement, entered into on this 7th day of December, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bruce's Welding ("Contractor").

Article 1. Scope of Services Contractor will perform welding repairs to equipment at City park properties and facilities. Provision of services will be at an hourly rate of Fifty Dollars (\$50) when equipment is brought to Contractor's shop and an hourly rate of One Hundred Dollars (\$100) when the contractor must travel to site where equipment is located. In the event the Contractor travels to site where equipment is located, there will be a minimum charge of Two Hundred Ninety-Five Dollars (\$295). Contractor shall charge the same rate for afterhours services. The Department will give notice to Contractor at least two working days on repair, except in the instance repairs require more immediate action.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Operations Coordinator, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Hundred Dollars (\$800.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. Contractor: Jake Glasgow, Owner Bruce's Welding.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Mike Rouker, Interim Corporation Counsel

BRUCE'S WELDING

Jake Glasgow, Owner

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Bruce's Welding

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

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

This Agreement, entered into on this 7th day of December, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Cassady Electrical Contractors, Inc ("Contractor").

Article 1. Scope of Services Contractor shall provide the Services for a set price per hour Monday-Friday 7:00am to 6:00pm. Provision of services will be at an hourly rate of ninety-five (\$95) for a one-person job and one hundred ninety (\$190) for a two-person job, plus materials. For service on Saturday the hourly rate shall be one hundred forty-two dollars and fifty cents (\$142.50) for a one-person job and plus any additional cost for parts and materials and on Sunday one hundred ninety for a one-person job plus any additional cost for parts and materials. The Parks Dept will give Contractor at least two (2) days' notice on normal repairs.

Types of lighting components are: LED pole lighting, HID pole lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contractors.

Consultant may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. Consultant may charge Bucket Fee of Fifty (\$50.00) per hour (PTO time only)

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, 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 Don Foddrill, Facilities Working Foreman as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred and Ninety-Nine Dollars (\$4,999.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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: Don Foddrill, Project Manager, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Cassady Electrical Contractors, Inc. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

CASSADY ELECTRICAL CONTRACTORS, INC.

Mike Rouker, Interim Corporation Counsel

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Cassady Electrical Contractors, Inc.
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

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

This Agreement, entered into on this 7th day of December, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Harrell Fish, Inc. ("Contractor").

Article 1. Scope of Services Contractor will provide services at an hourly rate of \$84, plus materials. Contractor will repair, adjust, and/or replace heating, ventilation and cooling components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 3:30pm and all other times for an afterhours hourly rate of \$99, plus any additional cost for parts and materials. Contractor will inspect back flow prevention devices at a rate of \$118 per device. Parks Department would give contractors at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of \$95. Holiday Call-out/Double Time hourly rate will be \$120.

Types of HVAX components are: blower motors, thermostats, gas valves, filters and control boards.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred and Ninety-Nine Dollars (\$4,999.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Harrell Fish, Inc. (HFI). Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Mike Rouker, Interim Corporation Counsel

HARRELL FISH, INC (H.F.I.)

Steve Dawson, President & CEO

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

Date

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

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

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
INDIANA DOOR & HARDWARE SPECIALTIES, INC.**

This Agreement, entered into on this 7th day of December, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), Indiana Door and Hardware Specialties, Inc. ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace doors at City park properties and facilities at an hourly rate of Ninety dollars (\$90.00) for the first hour and Seventy Five Dollars (\$75.00) for each additional hour with a minimum of one (1) hours charge, plus materials. Contractor shall provide the Services for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an after hours rate of One Hundred and Five Dollars (\$105.00) with a minimum of (1) hour charge, plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of One Hundred and Five Dollars (\$105.00) with a minimum on one (1) hour charge, plus materials.

("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, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

Mike Rouker, Interim Corporation Counsel

INDIANA DOOR & HARDWARE SPECIALTIES, INC.

Paul A Baker, Secretary

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Indiana Door & Hardware Specialties, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

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

This Agreement, entered into on this 7th day of December, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), J & S Locksmith Shop, Inc. ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace door locks at City park properties and facilities. All service calls will be charged a Trip Charge of Forty Dollars (\$40.00) for in town service. Any location outside Bloomington will incur an extra \$1.50 per mile. An hourly rate of Seventy-Five Dollars/hr (\$75.00) will apply when the service call requires more than one hour of labor. Contractor shall provide the Services: for a set price per hour Monday-Saturday 8:00am to 5:30pm. Parks Department would give Contractor at least two (2) working days' notice on normal repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of one and one-half times the regular rate plus the Trip Charge of Forty Dollars (\$40.00), plus parts and materials. Locksmith labor for electronics and safes will be at an hourly rate of One Hundred Dollars (\$100). Service work of this type will more times than not be of an emergency nature and will require immediate action from the service provider. Types of lock components are: key, lock cores, deadbolts and door locks.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

Mike Rouker, Interim Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

J & S LOCKSMITH SHOP, INC.

Scott Roberts, Manager

Date

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

J & S Locksmith Shop, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

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

This Agreement, entered into on this 7th day of December, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), Woodland Enterprises, LLC. ("Contractor").

Article 1. Scope of Services Contractor will provide services for snaking of drains at Three Hundred and Seventy-two Dollars \$370 and jet cleaning of drains at Five Hundred and Nineteen Dollars (\$519).

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, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: Woodland Enterprises, 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

Mike Rouker, Interim Corporation Counsel

WOODLAND ENTERPRISES, LLC (ROTO ROOTER)

Debbie Farmer, Commercial Accounts Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

Date

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Woodland Enterprises, 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 _____, 2021.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-11
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: December 7, 2021
SUBJECT: 2022 CONCESSIONS AGREEMENT

Recommendation

Staff recommends the approval of the 2022 Concessions Agreement for various events.

Bloomington Parks and Recreation will be inviting food vendors to sell their products onsite at various events and programs throughout 2022. These vendors will be required to pay the department 10% of their gross sales from the day.

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

Background

We have been using this type of agreement for a few years and it has worked really well and the vendors are always agreeable to the fee. There are no major changes to the agreement for 2022.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Bill Ream". The signature is written in a cursive, flowing style.

Bill Ream, Community Events Coordinator



CONCESSIONS AGREEMENT

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

WHEREAS, the undersigned, _____
(hereinafter “Concessionaire”) desires to sell concessions at the _____
event held at _____ on the date of _____, 2022
and at such other times as have been pre-approved by Parks;

NOW, THEREFORE, in consideration for permission from Parks to sell concessions at the
_____ event held at _____ on the date
of _____, 2022 and at such other times as have been pre-approved by Parks,
Concessionaire agrees to the following terms and conditions:

1. Concessionaire shall obtain all necessary permits from the Monroe County Health Department and from any and all other controlling agencies or boards prior to selling concessions.
2. Concessionaire shall abide by federal, state and local laws and ordinances, which pertain to such sales and related activities.
3. This Agreement is for the above date(s) only.
4. Concessionaire agrees to vacate the area by _____ on _____, 2022 and remove all personal items and equipment. Concessionaire must clean litter and debris before leaving, or will be subject to a fine of Fifty Dollars (\$50.00) for violation of Bloomington Municipal Code 6.06.070.
5. Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Department of Parks and Recreation, and its employees, officers, agents and assigns from any and all claims, causes of action, suits, proceedings or demands that may arise from or in any way connected to Concessionaire’s activities under this agreement, which include, but are not limited to, sales of concessions, use of related equipment, and location of the concession stand/trailer. This release, hold-harmless and indemnification includes claims, which may be brought by any third party against the City of Bloomington and its related entities as set forth above. Concessionaire agrees that this release is binding upon him/herself, his/her agents, and his/her heirs, successors and assigns.
6. Concessionaire agrees to pay 10% of their gross sales at the event to Parks for the right to sell on the above mentioned date. Fee will be collected at the end of the event before the

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

7. Concessionaire agrees that this Agreement will be terminated on or before December 31, 2022.
8. In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to court costs and reasonable attorney's fees. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
9. Any notice required by this Agreement shall be made in writing to the addresses specified below:

Bloomington Parks and Recreation:

Concessionaire:

Bill Ream/Other Dept. Representative:

Name: _____

401 N Morton Street, Suite 250

Address: _____

Bloomington IN 47404

(812) 349-3748/_____

Phone Number: _____

Email Address: _____

CONCESSIONAIRE:

Concessionaire Signature

Date

CITY OF BLOOMINGTON PARKS & RECREATION:

Paula McDevitt, Director, Parks & Recreation

Date

Kathleen Mills, President, Board of Park Commissioners

Date

Mike Rouker, Interim Corporation Counsel

Date



STAFF REPORT

Agenda Item: A-12
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: December 7, 2021
SUBJECT: REVIEW AND APPROVAL OF THE 2022 MOBILE STAGING RENTAL APPLICATION

Recommendation

Staff recommends approval of 2022 Mobile Staging Rental Agreement. This rental agreement outlines the costs and policies associated with renting the Bloomington Parks and Recreation Wenger “Showmobile” mobile stage and moveable riser staging located at Switchyard Park.

Background

Bloomington Parks and Recreation purchased our current mobile stage, a Wenger “Showmobile”, in 2004. We utilize the stage for our Performing Arts Series concerts in Bryan Park and for other events and Switchyard Park, but it is also available for rental within Bloomington’s City Limits. In addition we own 4ft x 6ft risers which can be built together to form a small stage. These risers are also available for rental. This agreement covers policies and fees associated with the rental of both stages.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

2021-January



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

Please note that the submittal of this application does not guarantee use of the mobile stage or equipment for your event. Applications are reviewed by Bloomington Parks and Recreation staff who evaluate whether the stage can be used/delivered to the proposed location. Applications will also be reviewed to ensure that staffing is available to transport and supervise the stage on the proposed date(s).

Please return this form (make copy for your records) along with the appropriate payment at least **four (4) weeks** prior to your event to:

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

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

Name of Person Responsible for Equipment: _____

Mailing Address: _____ Phone: _____

Email Address: _____

Type of Organization (Not-for-profit, government, etc.): _____

Tax ID# (If applicable): _____

Name of Event: _____

Purpose of Event: _____

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

Anticipated Event Attendance: _____

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

Location must be within the City of Bloomington limits. (Exceptions may be made for locations with a close vicinity of the city limits) Bloomington Parks and Recreation must approve site in advance. The mobile stage can only be transported by Parks personnel and will not be moved, once placed.

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

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



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

I understand that additional fees may be required if the stage is transported on weekends or holidays.
Initials_____

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

Signature of Designated Representative

Date

Special Event Equipment Rental Prices

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

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

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

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

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

Self-Standing Stairs	\$50/day + \$25 deposit*	
	You must transport and set up	

Category II - For Profit Organizations:

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

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

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

Self-Standing Stairs	\$50/day + \$25 deposit*	
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****All organizations are required to pay for any damage to the equipment that occurs during the periods of use. Assessed damage costs may exceed the amount of the damage deposit.**

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

- The mobile stage can only be transported by Parks and Recreation, Operations personnel and cannot be moved once it is in place. Transportation fees will be added to the total cost of the stage if it is moved during non-working hours.
- Those reserving equipment are responsible for reserving the location where equipment is to be placed. Also, those reserving equipment agree to meet Bloomington Parks and Recreation staff at desired location to assure proper placement of equipment.
- No posters, banners, signs or other materials can be adhered to the stage without prior approval from Bloomington Parks and Recreation. No tape, glue or adhesive material may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision could result in loss of deposit and possible additional repair charge.
- A Bloomington Parks and Recreation site supervisor will remain on site while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability.
- The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include, but are not limited to, winds over 25mph, lightning, rain, and/or use deemed inappropriate or dangerous. If the stage is closed for reasons deemed necessary by the site supervisor, a refund will not be issued. Refunds will not be issued for advance cancellations made by renter.
- Full payment (plus deposit) must be received seven days prior to rental date.
- If renter wants to develop its own firearms policy for the duration of the event at its own discretion, a copy of such policy should be provided to the City prior to the event and after the City has approved its application.
- The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify BPRD within ten (10) days of any insurance cancellation. The individual or organization renting the mobile stage agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the mobile stage. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.
- The renting party shall be responsible for compliance with all State laws and regulations, including those governing special events and the use of stages.
- The renting party will be responsible for contacting the Indiana Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit, an inspection, and for all fees associated with the permit. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.



FOR OFFICIAL USE ONLY

Date Application Received: _____

Equipment Total: _____

Deposit Total: _____

Amount Received:

Equipment: _____

Deposit: _____

Date: _____

Date: _____

Deposit Refunded: _____

Date: _____

Initials of Staff: _____



Mobile Stage Rental Policy

POLICY RE:

1. The mobile stage will be made available for rent by community, business or private organizations for concerts, theatre, sporting and other special events. All renters must have an approved reservation form to rent the stage. A copy of the form is attached.
2. All reservations will be processed through Bloomington Parks and Recreation, Community Events and will be based on availability of: stage, transport staff and supervisory staff.
3. The mobile stage is only available for use within Bloomington city limits. (*Exceptions may be made for locations with a close vicinity of the city limits*) All stage set ups and locations must be approved, in advance, by the Parks and Recreation Department. Please return the attached form along with the appropriate payment, at least four weeks prior to your event.
4. The mobile stage will be transported, leveled and prepared for use by Parks and Recreation Operations personnel only and will not be moved once it is in place. The cost for transport is included in the overall cost of the stage
5. A Parks and Recreation supervisor will remain on site during the event while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability.
6. The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include winds over 25mph and use deemed inappropriate or dangerous by department staff. If the stage is closed for reasons deemed necessary by the site supervisor a refund will not be issued. Refunds will not be issued for advance cancellations made by renters in advance of event date.
7. All stage renters are required to pay, as a minimum, equivalent to fifty percent (50%) of the total rental fee as a deposit at the time of initial reservation. The deposit is refundable provided damage has not occurred to rented facility during use.
8. All rental fees must be paid in full, no less than seven (7) days prior to the date of the renter's scheduled use. If the full fee is not paid within seven (7) days prior to use, Bloomington Parks and Recreation reserves the right to charge a \$25 late fee and/or cancel the reservation.
9. Rental fees may be adjusted to reflect special staffing or equipment needs presented by the nature of the event and/or location.



10. The renting party is in charge and responsible for the conduct of all persons in attendance during the use of the stage. The renter and/or his/her organization will be held financially liable for any resulting damages to the mobile stage and/or property. Any damage charges will be based on equipment replacement and administrative costs, and may exceed the amount of the damage deposit. Renters are required to inspect the mobile stage at the time of its delivery and communicate any concerns or information about pre-existing damage to the on-site facility supervisor at that time.
11. No furnishings shall be removed from the stage. Nothing may be fixed (temporary or permanent) to the stage in any way, without prior consent from Bloomington Parks and Recreation. This includes banners, poster, signs or other materials. No tape, glue or adhesive materials may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision may result in loss of deposit and possible additional repair charges.
12. The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify BPRD within ten (10) days of any insurance cancellation. The individual or organization renting the show mobile agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the show mobile. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.
13. The Department Administrator may request the use of an approved security officer(s). The cost of the security officer(s) will be assumed by the renter/group.
14. Bloomington Parks and Recreation reserves the right to refuse any rental application.
15. Bloomington Parks and Recreation employees may not use park property or facilities for personal gain.
16. The possession of alcoholic beverages, drugs and other illegal controlled substances is 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.
17. However, per Indiana Code 35-47-11.1-4(10), the renter 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. If the renter develops such a policy for its activities at its own discretion, the City may implement and enforce it and the renter is requested to provide a copy of such a policy to the City after its rental application is approved.)

18. Renters charging a fee for their event must complete appropriate paperwork before rental is approved.
19. The renter is responsible for securing the necessary noise permit from the City of Bloomington, Department of Public Works (812-349-3411) if amplified music is played.
20. The mobile stage has two separate electrical systems. Requirements for each and the respective connections for each are listed below:

110 Outlets and Non-Theatrical Lighting

- The minimum power requirement to use the electrical system on the stage is 30 amp/110Volt. The stage uses a Hubble Twist-Lock 30 Amp/110 Volt connector (HBL2611) to power the electrical 110 Volt outlets and non-theatrical lighting on the stage. A 50' power cable with an HBL2611 connector is provided. Also provided is a 6' Hubble-to-pigtail adapter (only to be used by a certified electrician).

Theatrical Lighting:

- The minimum power requirement to use theatrical lighting on the stage is 50 Amp/220 Volt. The stage uses a Hubble Twist-Lock 50 Amp/220 Volt connector (CS6365C) to power the theatrical lighting. A 50' power cable with a CS6365C connector is provided for rentals that include use of the theatrical lighting. Also provided is a 6' adapter cable with a Hubble-to-Leviton 275T and one 6' adapter with a Hubble-to-pigtail (the pigtail adapter is only to be used by a certified electrician).

Under no circumstances are any of the cables provided to be disassembled for temporary conversion. It is the renter's responsibility to ensure that electrical installations are done safely and to code.

21. **All groups or organizations, regardless of affiliation with Bloomington Parks and Recreation, are required to adhere to the above policies.**



STAFF REPORT

Agenda Item: A-13
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: December 7, 2021
SUBJECT: RENEWAL AGREEMENT FOR CONTRACT WITH IZZY'S RENTALS

Recommendation

Staff recommends the approval of a renewal of the contract for services with Izzy's Rental. The contract is due to expire on December 31, 2021 and staff would like to renew the contract and have it expire on December 31, 2022. All information on the original contract will remain the same in 2022.

The department will be renting portable toilets from Izzy's for various community events in 2022.

The total amount will not exceed \$2,000. Accounts: Community Events: 201-18-186500-53730 – \$1,600; Parade: 201-18-186507-53730 - \$400.

Background

The department has rented portable toilets from Izzy's for several years and we are very happy with the service. The units are always in very good condition and are always dropped off and picked up on schedule.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator

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

WHEREAS, the City of Bloomington Department of Parks and Recreation ("Department") and Izzy's Rental ("Contractor") entered into that certain *Agreement Between City of Bloomington Parks and Recreation Department and Izzy's Rental* ("Contractor") ("Agreement") on or about May 20, 2021.

WHEREAS, Article 28 of the Agreement provides:
This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

WHEREAS, The Agreement expires on December 31, 2022.

WHEREAS, The Department wishes to renew the Agreement and has provided Contractor advanced written notice of same, and Contractor agrees to renew the Agreement.

NOW, THEREFORE, the Department and the Contractor agree as follows:

1. The Agreement is hereby renewed pursuant to Article 28. The terms and conditions of the Agreement shall remain unmodified with the exception that the termination date of the Agreement under Article 1 shall be renewed through and including December 31, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2022.

CITY OF BLOOMINGTON

IZZY'S RENTAL

Paula McDevitt, Director
Parks and Recreation Department

Kevin Kerr, Owner



STAFF REPORT

Agenda Item: A-14
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: December 7, 2021
SUBJECT: REVIEW AND APPROVAL OF THE 2022 PEOPLES PARK USE APPLICATION

Recommendation

Staff recommends approval of the 2022 Peoples Park Use Application. This is a rental agreement application that allows community organizations to distribute information, hold small performances, and hold small assemblies, etc. in Peoples Park. There is no charge for these uses to try to promote the engagement of the park as a public gathering space.

Background

The Peoples Park Use Permit Application was created in 2019 after staff realized that we were receiving numerous requests for tabling, small performances, and other assemblies in the park. These requests were usually for events or assemblies that did not quite fit into the large event category that would require a Parks Special Use Permit. This application was created to meet that need and to encourage use of Peoples Park as a gathering space for the community. This application is intended for small events that do not require large infrastructure or that are not selling services or merchandise.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator



PEOPLES PARK USE APPLICATION

- Park operating hours are 5:00 a.m. to 11:00 p.m.
- Permit applications must be submitted to the Parks Department at least **two weeks prior** to the use of the park.
- An application for use of the park shall not become a permit until it has been approved and signed by the Department.
- Applications for use will only be accepted for Peoples Park, 501 E. Kirkwood Ave. within the park boundaries.

Type of Organization: (check all that apply)

☐ Governmental:

☐ City of Bloomington

☐ Monroe County

☐ Other _____

☐ Department-Affiliated

☐ Non-Profit

Tax ID# _____

☐ Private

☐ Profit Making

Applicant Information

Contact Name: _____ Contact Phone: _____

Title/Position: _____ Organization: _____

Address: _____

City, State, Zip: _____ Contact Email Address: _____

1. Guidelines

- All materials must be placed within the park and must not block any sidewalk or pedestrian traffic within the park.
- Bloomington Parks and Recreation only provides a space. You need to bring all items necessary for your use (table, chair(s) and any items you want to display).
- Groups may not give away homemade items intended for human consumption. Only pre-packaged items produced in an inspected kitchen may be distributed.
- Groups may not amplify sound without an approved noise permit from the City of Bloomington Public Works Department.
- Bloomington Parks and Recreation may at any time ask a group to vacate the park premises.
- Events requesting to set up larger infrastructure, charging admission, or requiring additional communication may require additional permits.
- Goods may not be sold without a City of Bloomington Soliciting permit.
- The registering group representative is responsible for ensuring this information is shared with all members of the group who may be assisting with the use of the park. If you have questions or concerns please contact Crystal Ritter at 812.349.3962 or ritterc@bloomington.in.gov.

Type of Use: ☐ Distribution of goods or services
☐ Public Information

☐ Fundraising
☐ Business Information

(All Events: Applications will not be approved for dates where Bloomington Parks and Recreation has planned programming in the park.)

Date (s) Requested: _____

Time (s) Requested: _____

I HAVE READ AND AGREE TO ABIDE BY THE CITY OF BLOOMINGTON PARKS AND
RECREATION 2022 PEOPLES PARK USE APPLICATION.

Signature: _____ Date: _____

City of Bloomington Parks and Recreation Department Special Event Application **(PARK USE ONLY)**

Date Received: _____

Partnership: _____

Parks Event: _____

Permit #: _____

Scheduled for Special Use Meeting Date: _____

Approved: _____

City of Bloomington contact person: _____

Telephone Number: _____ E-mail: _____



STAFF REPORT

Agenda Item: B-1
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: December 7, 2021
SUBJECT: BRAVO AWARD—PHILIP “PIP” CHAMBERLAIN

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Pip Chamberlain with this month's Bravo Award. This is in recognition of his long-term service as a volunteer coach with our Bloomington Youth Basketball program.

Background

Pip Chamberlain began his service as a volunteer Bloomington Youth Basketball (BYB) coach in the fall of 2011 and, for the past 10 years, has consistently coached two—sometimes three—teams per season. In total, he has coached 22 teams over the past decade, committing hundreds of hours of his personal time to the BYB program.

Having lived in the Bloomington community from a young age, Pip has volunteered in a number of roles in addition to BYB. He has also coached with basketball programs through the YMCA, the Boys & Girls Club, Tier Ten, and the Indiana Knights, as well as Bloomington Junior League Baseball and the Monroe County Senior League. Pip has also served as a member of the Kiwanis and Exchange Clubs, and the Rotary Club. He currently volunteers as a race promoter for the Mag 7 Race Series.

Pip is an IU graduate and is married with two young adult children, two dogs, and two cats. Outside of his many volunteer commitments, he has also participated in local theater productions and is an avid 5K participant, having completed over 1,000 5Ks since 1986.

Pip describes himself as “a big fan of volunteerism and community service organizations,” and hopes that his coaching helps serve as a father figure in the lives of the many athletes he helps mentor. We are incredibly grateful to Pip for his continued service to the Bloomington Youth Basketball program. The Bloomington Parks and Recreation is proud to recognize Pip as this month's Bravo Award recipient.

RESPECTFULLY SUBMITTED,

Sarah Owen, Community Relations Coordinator



STAFF REPORT

Agenda Item: B-2 Date: 12/02/2021

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: December 7, 2021
SUBJECT: PARKS PARTNER AWARD—IU Credit Union

Recommendation

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

Background


For the past 20 years, the IU Credit Union has been a generous supporter of Bloomington Parks and Recreation in a multitude of ways. The credit union has been a longtime advertiser with our department, not only at our Twin Lakes Recreation Center, but also in our seasonal Program Guide—they have, in fact, consistently graced the back cover of our guide for the past eight years! They also support the promotion our programming by making each of their customer service locations a distribution point for our Program Guides; you will find display racks of the guides in each of their credit union branches, and this offers us substantial marketing reach into the Bloomington community.

In addition to advertising, the credit union has also served as a sponsor for several of our community events, including long-time support of our summer Performing Arts Series, as well as our annual Bloomington Pumpkin Launch which takes place in October. Furthermore, IU Credit Union was the Presenting Sponsor of this year's Independence Day Reverse Parade, wherein our parade entrants remained stationary while spectators could drive past in their cars and remain socially distanced. The Independence Day Parade is a perennial favorite and, with the help of the credit union, we were so glad to be able to once again host the event, and to do so safely.

Parks and Recreation was also flattered to be included in a recent competition organized by IU Credit Union; they allowed credit union members to vote on the best provider of sports and recreation services. We were delighted to learn that our department was voted number one in the community.

The credit union is a major fixture in the Bloomington community, and their generosity makes clear their dedication to supporting local organizations, events, and culture. We are incredibly grateful to IU Credit Union for their support, and the Bloomington Parks and Recreation Department is proud to recognize them with the Parks Partner Award.

RESPECTFULLY SUBMITTED,

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

Sarah Owen, Community Relations Coordinator



STAFF REPORT

Agenda Item: C-1
Date: 11/30/2021

Administrator
Review/Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Director
DATE: December 7, 2021
SUBJECT: REVIEW/APPROVAL OF 2022 PROPOSED NON-REVERTING FUND BUDGET REQUEST

RECOMMENDATION:

It is recommended the Board approve the proposed 2022 City of Bloomington Parks and Recreation Non-Reverting Fund Budget Request. The total expense budget is \$1,899,197

BACKGROUND:

The Department non-reverting fund was created to serve as an enterprise fund, allowing maximum flexibility for the Department to offer services in response to trends and customer demand while minimizing reliance on the general fund tax base.

The 2022 Parks and Recreation Non-Reverting fund budget request and revised program unit structure reflects ongoing changes in service provision and true cost allocations by activity and program unit. A bottom-up process has incorporated input from staff specialists, supervisors, managers and division directors.

A power point presentation will be presented at the meeting highlighting the details of the budget.

Respectfully Submitted,

A handwritten signature in black ink, reading "Paula McDevitt", is written over a horizontal line.

Paula McDevitt, Director



Budget Worksheet Report

Budget Year 2022

Account	Account Description	2019 Actual Amount	2020 Actual Amount	2021 Adopted Budget	2022 Budget Team Review	\$ +/-	% +/-
Fund 201	Parks and Rec Non Reverting						
	REVENUE						
	Department 18 - Parks & Recreation						
	Licenses						
41020	Permits	2,875.00	1,025.00	2,500.00	2,700.00	200.00	7.99
	<i>Licenses Totals</i>	\$2,875.00	\$1,025.00	\$2,500.00	\$2,700.00	\$200.00	8.00%
	<i>Charges for Services</i>						
43110	Rental Fees	102,311.97	110,683.94	108,525.00	118,525.00	10,000.00	9.21
43125	NSF Fees on Returns Checks	40.00	.00	.00	.00	.00	.00
43220	Facility Rentals	236,226.52	149,888.37	256,800.00	235,000.00	(21,800.00)	(8.48)
43230	General Admissions	1,046.00	(93.20)	1.00	.00	(1.00)	(14.28)
43240	Season Passes/Memberships	291,744.58	185,003.56	293,401.00	213,400.00	(80,001.00)	(27.26)
43250	Player Fees	28,720.75	17,299.25	30,000.00	25,000.00	(5,000.00)	(16.66)
43260	Equipment Rentals	58,034.58	43,243.60	52,100.00	52,100.00	.00	.00
43270	Registration Fees	663,078.58	273,127.83	698,751.00	501,740.00	(197,011.00)	(28.19)
43280	Transaction Fees	33,881.90	15,733.05	35,000.00	35,000.00	.00	.00
43290	Concessions	138,556.36	92,172.94	204,000.00	141,000.00	(63,000.00)	(30.88)
43295	Concessions FB Tax	75,351.63	24,369.07	15,000.00	31,500.00	16,500.00	109.97
43300	Vending	5,913.83	5,607.56	5,601.00	4,000.00	(1,601.00)	(28.53)
43310	Application Fee	350.00	400.00	500.00	500.00	.00	.00
43330	Program Rental	2,807.50	590.00	2,501.00	2,000.00	(501.00)	(19.99)
43340	Pro Shop Sales	55,361.92	89,875.91	71,300.00	91,300.00	20,000.00	28.04
43370	Other Sales	4,111.46	368.67	3,801.00	3,000.00	(801.00)	(21.01)
43380	Other Services	17,134.50	8,769.75	15,500.00	11,000.00	(4,500.00)	(29.02)
43390	Health and Wellness	10.00	5.00	.00	.00	.00	.00
43410	Advertising	71,216.69	42,572.31	54,100.00	44,050.00	(10,050.00)	(18.57)
	<i>Charges for Services Totals</i>	\$1,785,898.77	\$1,059,617.61	\$1,846,881.00	\$1,509,115.00	(\$337,766.00)	(18.29%)
	<i>Miscellaneous</i>						
47050	Donations	37,411.19	30,546.29	22,001.00	22,000.00	(1.00)	.00
47060	Refunds	.00	179.00	.00	.00	.00	.00
47070	Insurance Reimbursements	3,620.00	.00	3,000.00	3,000.00	.00	.00
47080	Other Reimbursements	8,216.30	27,239.50	.00	.00	.00	.00
47110	Miscellaneous	.00	.00	.00	5,100.00	5,100.00	.00
47220	Non Rev Economic Development	4,560.00	3,645.00	4,400.00	4,000.00	(400.00)	(9.08)
47230	Gift Certificate	(1,615.00)	525.00	200.00	200.00	.00	.00



Budget Worksheet Report

Budget Year 2022

Account	Account Description	2019 Actual Amount	2020 Actual Amount	2021 Adopted Budget	2022 Budget Team Review	\$ +/-	% +/-
Fund 201	Parks and Rec Non Reverting						
REVENUE							
Department 18	Parks & Recreation						
Miscellaneous							
47240	EBT Market Bucks	3,931.50	3,051.26	.00	.00	.00	.00
47260	Sale of Scrap	1,364.01	409.80	2,000.00	2,000.00	.00	.00
47290	On Line Local Market	.00	(1,308.66)	.00	.00	.00	.00
	<i>Miscellaneous Totals</i>	\$57,488.00	\$64,287.19	\$31,601.00	\$36,300.00	\$4,699.00	14.87%
Other							
49990	Prior Year Voided Checks	251.43	463.17	1,000.00	1,000.00	.00	.00
	<i>Other Totals</i>	\$251.43	\$463.17	\$1,000.00	\$1,000.00	\$0.00	0.00%
	Department 18 - Parks & Recreation Totals	\$1,846,513.20	\$1,125,392.97	\$1,881,982.00	\$1,549,115.00	(\$332,867.00)	(17.69%)
	REVENUE TOTALS	\$1,846,513.20	\$1,125,392.97	\$1,881,982.00	\$1,549,115.00	(\$332,867.00)	(17.69%)
EXPENSE							
Department 18	Parks & Recreation						
Personnel Services							
51110	Salaries and Wages - Regular	87,486.73	94,383.68	100,268.74	52,447.98	(47,820.76)	(47.68)
51120	Salaries and Wages - Temporary	233,386.65	238,298.31	448,298.32	387,370.69	(60,927.63)	(13.59)
51130	Salaries and Wages- Overtime	390.40	.00	.00	.00	.00	.00
51210	FICA	30,946.91	25,325.65	41,968.04	33,645.81	(8,322.23)	(19.82)
51220	PERF	12,478.37	13,263.95	14,242.80	7,447.18	(6,795.62)	(47.67)
51230	Health and Life Insurance	27,125.28	27,627.64	27,183.52	14,316.12	(12,867.40)	(47.32)
	<i>Personnel Services Totals</i>	\$391,814.34	\$398,899.23	\$631,961.42	\$495,227.78	(\$136,733.64)	(21.64%)
Supplies							
52110	Office Supplies	71.95	59.66	1,850.00	2,300.00	450.00	24.18
52210	Institutional Supplies	16,389.58	16,953.25	17,150.00	17,150.00	.00	.00
52220	Agricultural Supplies	44,543.93	66,981.66	1,000.00	6,600.00	5,600.00	553.90
52230	Garage and Motor Supplies	400.00	598.22	.00	.00	.00	.00
52240	Fuel and Oil	644.43	188.10	201.00	201.00	.00	.00
52310	Building Materials and Supplies	5,291.10	9,215.69	46,310.00	47,310.00	1,000.00	2.15
52320	Motor Vehicle Repair	.00	.00	1.00	.00	(1.00)	(12.50)
52330	Street , Alley, and Sewer Material	160,630.50	119,246.75	179,000.00	179,000.00	.00	.00
52340	Other Repairs and Maintenance	3,939.69	4,074.57	5,900.00	5,900.00	.00	.00
52420	Other Supplies	95,479.94	62,804.43	95,723.00	97,400.00	1,677.00	1.75
52430	Uniforms and Tools	22,106.59	11,880.39	28,602.00	23,255.00	(5,347.00)	(18.68)
	<i>Supplies Totals</i>	\$349,497.71	\$292,002.72	\$375,737.00	\$379,116.00	\$3,379.00	0.90%



Budget Worksheet Report

Budget Year 2022

Account	Account Description	2019 Actual Amount	2020 Actual Amount	2021 Adopted Budget	2022 Budget Team Review	\$ +/-	% +/-
Fund 201	Parks and Rec Non Reverting						
	EXPENSE						
	Department 18 - Parks & Recreation						
	Other Services and Charges						
53110	Engineering and Architectural	.00	14,972.25	.00	.00	.00	.00
53140	Exterminator Services	442.32	502.32	668.00	668.00	.00	.00
53150	Communications Contract	411.28	308.46	800.00	800.00	.00	.00
53160	Instruction	5,701.74	2,691.50	7,145.00	9,035.00	1,890.00	26.39
53170	Mgt. Fee, Consultants, and Workshops	.00	.00	2,100.00	1,800.00	(300.00)	(14.22)
53210	Telephone	933.18	908.26	1,610.00	1,350.00	(260.00)	(16.09)
53230	Travel	7,059.47	2,511.93	17,352.00	14,960.00	(2,392.00)	(13.77)
53310	Printing	11,938.05	6,933.71	8,165.00	8,625.00	460.00	5.62
53320	Advertising	973.54	4,133.08	10,300.00	10,700.00	400.00	3.87
53410	Liability / Casualty Premiums	16,019.06	18,422.00	17,422.00	18,422.00	1,000.00	5.73
53510	Electrical Services	46,958.32	4,422.29	46,000.00	5,000.00	(41,000.00)	(89.12)
53530	Water and Sewer	7,949.77	9,188.07	8,700.00	9,700.00	1,000.00	11.48
53540	Natural Gas	8,340.84	7,330.13	7,000.00	7,000.00	.00	.00
53610	Building Repairs	17,385.80	9,768.99	13,299.00	13,300.00	1.00	.00
53630	Machinery and Equipment Repairs	.00	316.92	6,900.00	6,700.00	(200.00)	(2.89)
53650	Other Repairs	5,103.37	9,745.00	8,900.00	17,200.00	8,300.00	93.12
53720	Building Rental	3,653.50	133.49	3,000.00	.00	(3,000.00)	(99.90)
53730	Machinery and Equipment Rental	13,440.56	1,115.27	9,100.00	7,125.00	(1,975.00)	(21.67)
53750	Rentals - Other	.00	.00	500.00	500.00	.00	.00
53810	Principal	350,000.00	244,043.76	365,000.00	244,044.00	(120,956.00)	(33.13)
53820	Interest	125,962.52	237,693.76	109,100.00	237,694.00	128,594.00	117.86
53830	Bank Charges	29,615.90	22,791.02	29,210.00	26,185.00	(3,025.00)	(10.35)
53840	Lease Payments	275,575.93	283,060.30	132,819.00	132,819.00	.00	.00
53910	Dues and Subscriptions	19,986.06	7,042.27	24,200.00	11,200.00	(13,000.00)	(53.68)
53920	Laundry and Other Sanitation Services	.00	.00	1,250.00	1,250.00	.00	.00
53940	Temporary Contractual Employee	114,775.52	60,140.13	117,320.00	63,000.00	(54,320.00)	(46.29)
53950	Landfill	3,498.48	2,912.35	3,500.00	3,500.00	.00	.00
53990	Other Services and Charges	189,602.90	147,056.15	174,135.00	172,277.00	(1,858.00)	(1.06)
	Other Services and Charges Totals	\$1,255,328.11	\$1,098,143.41	\$1,125,495.00	\$1,024,854.00	(\$100,641.00)	(8.94%)
	Capital Outlays						
54440	Motor Equipment	.00	25,321.35	.00	.00	.00	.00



Budget Worksheet Report

Budget Year 2022

Account	Account Description	2019 Actual Amount	2020 Actual Amount	2021 Adopted Budget	2022 Budget Team Review	\$ +/-	% +/-
Fund	201 - Parks and Rec Non Reverting						
	EXPENSE						
	Department 18 - Parks & Recreation						
	Capital Outlays						
54510	Other Capital Outlays	110,000.00	360.03	.00	.00	.00	.00
	Capital Outlays Totals	\$110,000.00	\$25,681.38	\$0.00	\$0.00	\$0.00	+++
	Department 18 - Parks & Recreation Totals	\$2,106,640.16	\$1,814,726.74	\$2,133,193.42	\$1,899,197.78	(\$233,995.64)	(10.97%)
	EXPENSE TOTALS	\$2,106,640.16	\$1,814,726.74	\$2,133,193.42	\$1,899,197.78	(\$233,995.64)	(10.97%)
Fund	201 - Parks and Rec Non Reverting Totals						
	REVENUE TOTALS	\$1,846,513.20	\$1,125,392.97	\$1,881,982.00	\$1,549,115.00	(\$332,867.00)	(17.69%)
	EXPENSE TOTALS	\$2,106,640.16	\$1,814,726.74	\$2,133,193.42	\$1,899,197.78	(\$233,995.64)	(10.97%)
Fund	201 - Parks and Rec Non Reverting Totals	(\$260,126.96)	(\$689,333.77)	(\$251,211.42)	(\$350,082.78)	(\$98,871.36)	39.36%
	Net Grand Totals						
	REVENUE GRAND TOTALS	\$1,846,513.20	\$1,125,392.97	\$1,881,982.00	\$1,549,115.00	(\$332,867.00)	(17.69%)
	EXPENSE GRAND TOTALS	\$2,106,640.16	\$1,814,726.74	\$2,133,193.42	\$1,899,197.78	(\$233,995.64)	(10.97%)
	Net Grand Totals	(\$260,126.96)	(\$689,333.77)	(\$251,211.42)	(\$350,082.78)	(\$98,871.36)	39.36%



STAFF REPORT

Agenda Item: C-2
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Hsiung Marler, Switchyard Park General Manager
DATE: December 7, 2021
SUBJECT: CONTRACT ADDENDUM WITH MARSHALL SECURITY LLC

Recommendation

Staff recommends approval of an addendum to extend the late night security patrols at Switchyard Park for January 1 to January 31, of 2022. The current contract will expire at the end of 2021.

Current patrols consist of two certified uniformed security officers utilizing a trail appropriate vehicle monitoring Switchyard Park from 11:00 p.m. to 7:00 a.m. each day.

Funding Source: Switchyard Park GF 200-18-189006-53990

Background

The original contract with Marshall Security LLC for services at Switchyard Park was presented in June 2021. Since adding the Marshall patrols Switchyard Park has seen a reduction in late night issues of vandalism and trespassing at Switchyard Park.

An addendum was added in July 2021 by the Operations Division to include daytime routes through other parks, trails, and facilities.

A process to ask for bids for a comprehensive security contract for 2022 will be presented later. This is request is to extend the existing contract until the new comprehensive security contract takes effect.

RESPECTFULLY SUBMITTED,

Hsiung Marler, Switchyard Park General Manager

2021-January

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND
MARSHALL SECURITY LLC dba MARSHALL SECURITY AND PRIVATE INVESTIGATIONS
FOR SUPPLEMENTAL WORK FOR PARK SECURITY PATROLS**

(Entered in this ____ day of _____, 2021)

WHEREAS, in June 2021 the City of Bloomington Department of Parks and Recreation (the “Department”) and Marshall Security LLC dba Marshall Security and Private Investigations (“Contractor”) entered into an Agreement for security services at Switchyard Park; and

WHEREAS, the Department wishes to extend the contract to include January 1, 2022 to January 31, 2022; 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 the Agreement as follows:

Article 1. Scope of Services: Contractor will provide patrol services in Switchyard Park from January 1 through January 31, 2022. Marshall Security LLC dba Marshall Security and Private Investigations will provide patrol services at Switchyard Park, 1601 S Rogers Street, Bloomington, Indiana. Patrol services will consist of two unarmed uniformed security officers, a marked patrol vehicle, and related equipment. The patrol vehicle will be designed to work on paths and sidewalks. The two security officers and vehicle will be in use for patrols for eight hours each day, specifically 11:00 p.m. to 7:00 a.m. Contractor will vet security officers with background checks. Contractor will ensure security officers are uniformed and equipped with Body Cameras. Security officers will be CPR certified. Contractor will provide Radio Dispatch communications to each security officer. Contractor will use Guard Management GPS based computer system. The City of Bloomington Department of Parks and Recreation will identify locations for GPS checks in. Security officers will check in at these locations using the Guard Management GPS based computer system. Guard Management will create check in log reports that will be mailed daily to the Switchyard Park General Manager. If there is an incident on site during patrol Guard Management will provide an instant report with video and photos. Security officers will be trained to communicate with emergency services as needed. Contractor is to be paid \$16.50 per hour, per each security officer.

Article 4. Compensation: To addend the Agreement to reflect the additional charge of not to exceed seven thousand, one hundred sixty-one dollars, and zero cents (\$7,161.00).

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

CITY OF BLOOMINGTON

**MARSHALL SECURITY LLC DBA MARSHALL
SECURITY AND PRIVATE INVESTIGATIONS**

Paula McDevitt, Director
Parks and Recreation Department

Jeff Nesbitt, Private Investigator

Kathleen Mills, Park Board President
Board of Park Commissioners

Mike Rouker, Interim Corporation Counsel



STAFF REPORT

Agenda Item: C-3 Date: 12/02/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Erin Hatch, Urban Forester
DATE: December 7, 2021
SUBJECT: AGREEMENT WITH BLUESTONE TREE, LLC. FOR 2021 WINTER MATURE OAK PRUNING

Recommendation

Staff recommends approval of an agreement with Bluestone Tree for mature pruning of various oak trees along E Hickory Stick Dr. and S Olcott Ave. The funds for this contract are from the Parks General Fund Budget -- 200-18-189503-53990 and not to exceed \$10,561.50

Background

Agreement with Bluestone Tree, LLC. for pruning services of mature street trees along E Hickory Stick Dr and S Olcott Ave. These trees are City responsibility and pruning will address removal of dead/dying branches, clearance pruning for street and sidewalk side traffic, and addressing any other pruning needs as applicable. Winter is the ideal time to prune these trees due to dormancy and ease of access/visibility. Additionally, pruning of oak trees, specifically those in the red oak group, is best done during the dormant season to reduce risk of oak wilt.

RESPECTFULLY SUBMITTED,

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

Erin Hatch, Urban Forester

2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE, LLC.
FOR
2021 WINTER MATURE OAK PRUNING**

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"),

WITNESSETH:

WHEREAS, the Department wishes to conduct tree maintenance and pruning; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform mature tree pruning on various City trees (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 Ten Thousand Five Hundred One Dollars and fifty cents (\$10,561.50). 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 Bluestone Tree, LLC. 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	Bluestone Tree, LLC.
Attn: Erin Hatch	Attn: Jerad Oren
401 N. Morton, Suite 250	P.O. Box 345
Bloomington, Indiana 47402	Clear Creek, Indiana 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 D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

BLUESTONE TREE, LLC.

Mike Rouker, Interim Corporation Counsel

Jerad Oren, 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:

Pruning of various mature street trees along E Hickory Stick Dr. and S Olcott Ave; list of specific addresses found below.

Contractor shall prune all trees for proper street clearance (14' of vertical clearance) and proper sidewalk clearance (8' of vertical clearance) - limbs to be removed back to trunk, removal of conflicting secondary growth or reduced back to lateral growth redirected away from street/sidewalk. Contractor shall prune to remove visible deadwood, broken/hanging branches and improperly pruned branch stubs. Contractor shall clean-up work sites to pre-work conditions. All brush, logs, and debris generated shall be disposed of by the Contractor.

Contractor shall follow ANSI A300 standards for pruning and ANSI Z133.1 standards for tree worker safety.

Address	Street	Side	Site		DBH
			ID	Species	
2740	E Brigs BND	Side	36632	Oak, Northern Red (Quercus rubra)	23
2740	E Brigs BND	Side	36641	Oak, Northern Red (Quercus rubra)	23
511	E Hickory Stick CT	Side	36820	oak, pin (Quercus palustris)	14
511	E Hickory Stick CT	Side	36832	oak, pin (Quercus palustris)	10
514	E Hickory Stick CT	Side	36810	oak, pin (Quercus palustris)	15
514	E Hickory Stick CT	Side	37050	oak, pin (Quercus palustris)	15
514	E Hickory Stick CT	Side	37057	oak, pin (Quercus palustris)	12
514	E Hickory Stick CT	Side	37066	oak, pin (Quercus palustris)	9
510	E Hickory Stick DR	Side	36995	oak, pin (Quercus palustris)	18
510	E Hickory Stick DR	Side	37003	oak, pin (Quercus palustris)	15
519	E Hickory Stick DR	Front	37081	oak, pin (Quercus palustris)	18
522	E Hickory Stick DR	Front	36843	oak, pin (Quercus palustris)	14
522	E Hickory Stick DR	Front	36855	oak, pin (Quercus palustris)	18
522	E Hickory Stick DR	Front	36862	oak, pin (Quercus palustris)	18
522	E Hickory Stick DR	Front	36879	oak, pin (Quercus palustris)	17
522	E Hickory Stick DR	Front	36888	oak, pin (Quercus palustris)	17
523	E Hickory Stick DR	Front	36814	oak, pin (Quercus palustris)	20
523	E Hickory Stick DR	Front	36817	oak, pin (Quercus palustris)	16
523	E Hickory Stick DR	Front	36831	oak, pin (Quercus palustris)	21
523	E Hickory Stick DR	Front	36841	oak, pin (Quercus palustris)	18
523	E Hickory Stick DR	Front	37087	oak, pin (Quercus palustris)	16
539	E Hickory Stick DR	Front	36899	oak, pin (Quercus palustris)	16
539	E Hickory Stick DR	Front	36912	oak, pin (Quercus palustris)	16
539	E Hickory Stick DR	Front	36921	oak, pin (Quercus palustris)	16
539	E Hickory Stick DR	Front	36931	oak, pin (Quercus palustris)	19
539	E Hickory Stick DR	Front	36942	oak, pin (Quercus palustris)	19
527	E Winslow Farm DR	Side	37025	oak, pin (Quercus palustris)	12

E Winslow Farm					
527	DR	Side	37041	oak, pin (<i>Quercus palustris</i>)	12
2317	S Burberry LN	Side	37020	oak, pin (<i>Quercus palustris</i>)	15
2317	S Burberry LN	Side	37024	oak, pin (<i>Quercus palustris</i>)	15
2717	S Olcott BLVD	Front	33679	Oak, Northern Red (<i>Quercus rubra</i>)	24
2719	S Olcott BLVD	Front	33674	Oak, Northern Red (<i>Quercus rubra</i>)	26

EXHIBIT B

“Project Schedule”

Project to be completed by June 31, 2022.

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____.

Bluestone Tree, LLC.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-4
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: December 7, 2021
SUBJECT: CONTRACT WITH EAGLE RIDGE CIVIL ENGINEERING FOR SHERWOOD OAKS PARK ENVIRONMENTAL PERMITTING

Recommendation

Staff recommends approval of a contract with Eagle Ridge Civil Engineering, LLC to coordinate environmental permitting with IDNR, IDEM, and the Army Corps of Engineers for maintenance and drainage work and culvert replacement at Sherwood Oaks Park.

The contract is not to exceed \$9,682.00 and will be funded from 200-18-189000-53110.

Background

The majority of Sherwood Oaks Park falls in the state-regulated floodplain of Jackson Creek. In order to correct drainage issues and make repairs to the path on the east side of the bridge crossing Jackson Creek, as well as replace aging culverts on the west side, a DNR permit to conduct work in the floodway must be obtained. Additional coordination will be needed with IDEM and the Army Corps of Engineers. Eagle Ridge Civil Engineering has expertise in this area and rapport with the state agencies and can obtain the necessary permits to complete this work.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director
2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
EAGLE RIDGE CIVIL ENGINEERING SERVICES, LLC
FOR
SHERWOOD OAKS FLOODPLAIN PERMITTING**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Eagle Ridge Civil Engineering Services, LLC (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to obtain the appropriate environmental permits to perform maintenance work in the floodplain of Jackson Creek at Sherwood Oaks Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform permit coordination with IDEM, DNR, and the Army Corps of Engineers (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, 2022, 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 Tim Street 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 nine thousand six hundred and eighty two dollars (\$9,682.00). 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:

Tim Street
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 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"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim

or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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		Brock Ridgeway
Attn: Tim Street		Eagle Ridge Civil Engineering Services, LLC
401 N. Morton, Suite 250		1321 Laurel Oak Drive
Bloomington, Indiana 47402		Avon, IN 46123

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

**EAGLE RIDGE CIVIL ENGINEERING
SERVICES, LLC**

Mike Rouker, Interim Corporation Counsel

Brock Ridgway

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:

Exhibit A: Scope of Work and Fee Estimate							for City of Bloomington Parks Department
PERMITTING FOR SHERWOOD OAKS PARK BRIDGE AND PARK ELEVATION MODIFICATIONS							11/5/2021
TASKS IN APPROXIMATE CHRONOLOGICAL ORDER	Hourly Rate>	Senior Civil Engineer	Project Engineer	CADD Technician	Subconsultant Expenses	Miles/Printing Expenses	Totals
SURVEY DATA					Cost +5%	At Cost	\$0
Boundary Survey of property and adjacent properties with elevations via GIS - From City ITS							\$0
SITE RECONNAISSANCE							\$1,250
Site Reconnaissance and Photography			10			\$50	\$1,050
Obtain miscellaneous mapping (USGS, FIRMs, Aerial)			2				\$200
PERMIT COORDINATION							\$2,400
Existing & Proposed Exhibit with Markups, Coordination, and Calculations			12				
US Fish and Wildlife Coordination and Review			3				
Permit Application to IDNR			18			\$220	
Meeting with IDNR			0			\$0	
Public Notice			6			\$50	
Revise/Resubmit as Needed			4				
Prepare and Submit Section 401 WQC Regional General Permit			12				\$1,200
Revise and Resubmit as needed			2				
Prepare and Submit USACE Section 404 Regional General Permit			10				\$1,000
Revise and Resubmit as needed			2				\$200
PROJECT ADMINISTRATION AND MANAGEMENT TASKS							\$1,262
Prepare Project Workplan		1	2				\$327
Coordination		2	3				\$554
Accounting Set up / Invoicing / Status Reports		3					\$381
Total Hours:		6	86	0	\$ -		TOTAL
Fee by Classification:		\$762	\$8,600	\$0	\$ -	\$320	\$9,682

EXHIBIT B

“Project Schedule”

All work shall be completed by December 31, 2022.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

10
Mid Service Contract

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Eagle Ridge Civil Engineering Services, LLC

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: C-5
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: December 7, 2021
SUBJECT: ADDENDUM TO CONTRACT WITH SCENIC CONSTRUCTION TO
COMPLETE CHANGE ORDER ITEMS

Recommendation

Staff recommends approval of an addendum to the contract with Scenic Construction Services, Inc. to complete items in Change Order #1.

The additional amount is not to exceed \$53,318 and will be funded from Bicentennial Bond funds allocated to the project: 980-18-18018B – 54510. Project 980 220B.

Background

This addendum with Scenic Construction Services is to address the first change orders for the Cascades Trail Phase 5 project. This addendum will cover the restoration of Alternate #2 from the original bid packet (to add light fixtures along the newly constructed trail), address a safety concern at the pedestrian bridge, correct an electrical service issue to the Waterfall Shelter, and fund the restoration of the spillway parking lot to turf instead of stone at the completion of the project in spring 2022.

RESPECTFULLY SUBMITTED,

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

Tim Street, Operations and Development Division Director

2021-January

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SCENIC CONSTRUCTION SERVICES, INC.
FOR
CHANGE ORDERS FOR CASCADES TRAIL PHASE 5 PROJECT**

(Entered in this _____ day of _____, 2021)

WHEREAS, in May 2021 the City of Bloomington Department of Parks and Recreation (the “Department”) and Scenic Construction Services, Inc. (“Contractor”) entered into an Agreement for construction of the Cascades Trail Phase 5 and Streambank Stabilization project; and

WHEREAS, based on available funding and project needs, several change orders have been identified to be completed; and

WHEREAS, on November 17, 2021, the Contractor provided a quote for the completion of these change orders; 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 as follows:

Article 1. Scope of Services: Contractor will now complete these additional items:

- Restore Alternate #2 from the original bid packet and provide and install light fixtures along the newly constructed trail.
- Furnish one additional matching light post fixture for future use.
- Create a power circuit to the Waterfall Shelter: Excavate and install ¾” HPE continuous conduit with #8 THHN wire conductors. Install (1) 40-amp 120/240-volt circuit, single phase. Install breaker in existing power panel for power supply control. Install junction box NEMA 3R at shelter house and connect existing shelter house wiring.
- Make safety repairs at the pedestrian bridge: excavate a footer at the base of the proposed wing wall, install dowels into the existing bridge abutment, and form and pour a concrete approach in the form of a monolith that will fill the void to grade and create a wing wall adjacent to the north side of the eastern bridge abutment.
- Instead of restoring with stone, place and grade on site topsoil over the gravel spillway parking lot, add approved turf seed, fertilizer, and erosion control blanket with biodegradable netting.

Article 4. Compensation: To amend the Agreement to reflect the additional charge of not to exceed fifty-three thousand three hundred and eighteen dollars (\$53,318.00).

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

CITY OF BLOOMINGTON

SCENIC CONSTRUCTION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, Park Board President
Board of Park Commissioners

Tony Biasi

Mike Rouker, Interim Corporation Counsel



STAFF REPORT

Agenda Item: C-6
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: December 7, 2021
SUBJECT: CONTRACT RENEWAL WITH GREEN DRAGON LAWN CARE, INC
(PRIMARY LOCATIONS)

Recommendation

Staff recommends approval of this contract renewal with Green Dragon Lawn Care, INC for mowing and trimming services at twenty (20) locations in 2022.
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, Green Dragon Lawn Care, INC was selected as the recipient of the 2021 contract. The 2021 contract includes the following language in **Article 1. Scope of Services**: *"The term of this contract shall be for one year with the option to renew for two more terms (three year maximum) under exact terms of original contract."* Under the terms of this Agreement, Green Dragon Lawn Care, INC will provide mowing and trimming services at twenty (20) primary locations during 2022 (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
2021-January

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

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

**RENEWAL AGREEMENT
BETWEEN CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND GREEN DRAGON LAWN CARE**

WHEREAS, the City of Bloomington Department of Parks and Recreation (“Department”) and Green Dragon Lawn Care (“Contractor”) entered into that certain *Agreement Between City of Bloomington Parks and Recreation Department and Green Dragon Lawn Care for Mowing and Trimming Services at Primary Locations* (“Contractor”) (“Agreement”) on or about February 23, 2021.

WHEREAS, Article 1 of the Agreement provides:
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.

WHEREAS, The Agreement expires on December 31, 2021.

WHEREAS, The Department wishes to renew the Agreement and has provided Contractor advanced written notice of same, and Contractor agrees to renew the Agreement.

NOW, THEREFORE, the Department and the Contractor agree as follows:

1. The Agreement is hereby renewed pursuant to Article 1. The terms and conditions of the Agreement shall remain unmodified with the exception that the termination date of the Agreement under Article 1 shall be renewed through and including December 31, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2021.

CITY OF BLOOMINGTON

GREEN DRAGON LAWN CARE

Paula McDevitt, Director
Parks and Recreation Department

Brian Obery



STAFF REPORT

Agenda Item: C-7
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: December 7, 2021
SUBJECT: CONTRACT RENEWAL WITH GREEN DRAGON LAWN CARE, INC
(ALTERNATE LOCATIONS)

Recommendation

Staff recommends approval of the contract renewal with Green Dragon Lawn Care, INC for mowing and trimming services at sixteen (16) locations in 2022.
Funding source: 200-18-189000-53990. Amount not to exceed \$34,970.00.

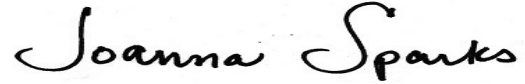
Background

Having met the criteria for the 2021 Mowing and Trimming Services bid process and having the lowest bid, Green Dragon Lawn Care, INC was selected as the recipient of the 2021 contract. The 2021 contract includes the following language in **Article 1. Scope of Services**: *"The term of this contract shall be for one year with the option to renew for two more terms (three year maximum) under exact terms of original contract."* Under the terms of this Agreement, Green Dragon Lawn Care, INC will provide mowing and trimming services at sixteen (16) alternate locations during 2022 (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
2021-January

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

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Joanna Sparks". The signature is written in a cursive, flowing style.

Joanna Sparks, City Landscaper

2021-January

**RENEWAL AGREEMENT
BETWEEN CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND GREEN DRAGON LAWN CARE**

WHEREAS, the City of Bloomington Department of Parks and Recreation (“Department”) and Green Dragon Lawn Care (“Contractor”) entered into that certain *Agreement Between City of Bloomington Parks and Recreation Department and Green Dragon Lawn Care for Mowing and Trimming Services at Alternate Locations* (“Agreement”) on or about February 23, 2021.

WHEREAS, Article 1 of the Agreement provides:
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.

WHEREAS, The Agreement expires on December 31, 2021.

WHEREAS, The Department wishes to renew the Agreement and has provided Contractor advanced written notice of same, and Contractor agrees to renew the Agreement.

NOW, THEREFORE, the Department and the Contractor agree as follows:

1. The Agreement is hereby renewed pursuant to Article 1. The terms and conditions of the Agreement shall remain unmodified with the exception that the termination date of the Agreement under Article 1 shall be renewed through and including December 31, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2021.

CITY OF BLOOMINGTON

GREEN DRAGON LAWN CARE

Paula McDevitt, Director
Parks and Recreation Department

Brian Obery



STAFF REPORT

Agenda Item: C-8
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: December 7, 2021
SUBJECT: CONTRACT EXPIRATION DATE CHANGE WITH HABITAT SOLUTIONS FOR GRIFFY LAKE NATURE PRESERVE PRESCRIBED BURN

Recommendation

Staff recommend approval of an addendum to the contract with Habitat Solutions to extend the expiration date to December 2022.

Funds for the are obligated from the Natural Resources General Fund 200-18-184000-53990 for \$5000.

Background

The Indiana Dept. of Natural Resources Division of Nature Preserves has recommended prescribed fire for sections of the Griffy Lake Nature Preserve to improve habitat for native vegetation and wildlife. In April of 2020 Habitat Solutions successfully burned 7.7 acres on the north side of Griffy Lake west of Headley Rd. The goal for 2021 was to burn an additional seven acres on the north side of the lake, to the east of Headley Rd. However, conditions were not favorable for a burn and as a result the contract with Habitat Solutions will be extended into 2022 so a prescribed burn can be conducted.

w

RESPECTFULLY SUBMITTED,



Steve Cotter
Natural Resources Manager

**Addendum to Service Agreement
With Bluestone Tree, LLC.**

This addendum is made and entered into this ____ day of _____, 2021, by and between the Bloomington Parks and Recreation Department (“BPRD”) and Habitat Solutions Wildlife and Forest Management (“Contractor”).

WHEREAS, BPRD and Habitat Solutions Wildlife and Forest Management entered into a Service Agreement for a prescribed burn at Griffy Lake Nature Preserve on or about March 2021 (the “Agreement”); and

WHEREAS, conditions were not optimal in the spring and fall burn windows in 2021 to conduct this prescribed burn; and

WHEREAS, BPRD and Contractor wish to amend the contract completion date to December 31, 2022.

NOW THEREFORE, the partners do mutually agree to amend the Agreement as follows:

1. The Contract completion date will be extended from December 31, 2021 to December 31, 2022.
2. All original terms of the Agreement not expressly modified herein will remain in full force and effect.

IN WITNESS WHEREOF, this addendum is effective upon signature by both partners.

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

HABITAT SOLUTIONS WILDLIFE AND
FOREST MANAGEMENT

Kathleen Mills, President
Board of Park Commissioners

Dan McGuckin, President

Paula McDevitt, Parks Director

Mike Rouker, Interim Corporation Counsel



STAFF REPORT

Agenda Item: C-9
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: December 7, 2021
SUBJECT: REVIEW/APPROVAL SERVICE AGREEMENT WITH THE STABLES EVENTS

Recommendation

Staff recommends review/approval of Service Agreements for the Operations and Sports Divisions with The Stables Events (Izzy's Rental) for service/cleaning of port-a-lets at eleven (11) locations and rental/service/cleaning at one (1) location

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

Background

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

RESPECTFULLY SUBMITTED,


Barb Dunbar, Operations Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
THE STABLES EVENTS, LLC (IZZY'S RENTAL)**

This Agreement, entered into on this 7th day of December, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), The Stables Events, LLC (Izzy's Rental). ("Contractor").

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

Winslow Woods Park location, April through September for a cost of Forty Dollars (\$40) per week two times per week and October through March once per week at a cost of Twenty Dollars (\$20) per week. Upper Cascades Park, (Lions Den), Clear Creek Trail, (Tapp Rd., That Rd. and Church Lane Trailheads), and Bryan Park locations May through September for a cost of Forty Dollars (\$40) per week two times per week and October through March once per week at a cost of Twenty Dollars (\$20) per week. Upper Cascades Skate Park and Ferguson Dog Park one time per week January through December for a cost of \$20 per week once per week. Wapehani MBP location December through February for a cost of Twenty Dollars (\$20) per month once a month and March through November for a cost of Twenty Dollars (\$20) per week once per week. Griffy Lake location April & May and September and October for a cost of Twenty Dollars (\$40) per month two times per month and June through August Twenty Dollars (\$20) per week once per week. Any additional cleaning/pumping services will be a cost of \$20.00 per service/per unit.

Contractor shall provide rental, cleaning/pumping services for (one) portable toilet at RCA Community Park location January through March for a cost of \$115/mth with cleaning/pumping service occurring once per week.

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, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 Eleven Thousand Dollars (\$11,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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 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: Barb Dunbar Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: The Stables Events, LLC (Izzy's Rental).** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Mike Rouker, Interim Corporation Counsel

THE STABLES EVENTS, LLC

Kevin Kerr, Co-owner

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

The Stables Events, 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 _____, 2021.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-10
Date: 12/02/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: December 7, 2021
SUBJECT: REVIEW/APPROVAL OF SERVICE WOODS ELECTRICAL CONTRACTORS, INC.

Recommendation

Staff recommends review/approval of a Service Agreement for the Operations and Sports Divisions with Woods Electrical Contractors, Inc. for general repairs/adjustments and/or replacement of lighting and electrical components.

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

Background

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

RESPECTFULLY SUBMITTED,


Barb Dunbar, Operations Coordinator

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

This Agreement, entered into on this 7th day of December, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), Woods Electrical Contractors, Inc.. ("Contractor").

Article 1. Scope of Services Contractor shall provide electrical service work at an hourly rate of Seventy-two Dollars and Fifty Cents (\$72.50) plus materials. Contractor will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours price of One Hundred and Eight Dollars and Seventy-five Cents (\$108.75). Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency rate of One Hundred and Eight Dollars and Seventy-five Cents (\$108.75). Types of lighting components are: LED pole lighting, HID pole lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. When required, contractor will charge the Parks Department a Bucket Truck Fee of Fifty Dollars (\$50) per day.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Operations Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Thousand Dollars (\$8,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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 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: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Woods Electrical Contractors, Inc.. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Mike Rouker, Interim Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

WOODS ELECTRICAL CONTRACTORS, INC.

Roger Woods, President

Date

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Woods Electrical Contractors, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____