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<https://bloomington.zoom.us/j/86424683194?pwd=YjBKdk1sam1tdW1DeFhjbHY0NjdNdz09>

Meeting ID: 864 2468 3194 Passcode: 128218

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+1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston)

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AGENDA

City of Bloomington Board of Park Commissioners

Zoom

Regular Meeting: Tuesday, February 22, 2022 4:00 – 5:30 p.m.

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of January 25, 2022
- A-2. Approval of Claims Submitted January 25, 2022 – February 21, 2022
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Review/Approval of Credit Card Refunds
- A-6. Declaration of Surplus – February 2022
- A-7. Approval of service agreement with Baker Stone Work for wall repairs at Rose Hill Cemetery
- A-8. Approval of six 2022 service agreements for Sports Division
- A-9. Approval of contract with Sunset Hill Fence Co, LLC for fence repairs
- A-10. Approval of 2022 A Fair of the Arts Exhibitor agreement template
- A-11. Approval of 2022 Food and Beverage and Food Truck agreement template
- A-12. Approval of 2022 Performance and Entertainment agreement template
- A-13. Approval of 2022 partnership agreement with The Ryder Magazine and Film Series
- A-14. Approval of service agreement with Pursell Monuments for stone repair at Rose Hill and White Oaks Cemeteries.

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Bravo Award Lea Woodard (Bugfest Event) (Julie Ramey)
- B-2. Parks Partner Award - none
- B-3. Staff Introductions - none

C. OTHER BUSINESS

- C-1. Review/Approval of grant partnership agreement with Area 10 Agency on Aging for Endwright East Active Living Community Center at College Mall (Becky Higgins)
- C-2. Review/Approval of contract with Eco Logic, LLC for vegetation management at Switchyard Park (Joanna Sparks)

- C-3. Approval of partnership agreement with Centerstone of Indiana, INC for park maintenance, landscaping, golf course maintenance and Switchyard Park monitor crews. (Joanna Sparks)
- C-4. Review/Approval of service agreement with Price Electric for Sports Division facilities (John Turnbull)
- C-5. Review/Approval of contract addendum with E&B Paving for Griffy Lake Loop Trail (Tim Street)
- C-6. Review/Approval of contract addendum with Aztec Engineering Group, Inc. (Tim Street)
- C-7. Review/Approval of memorandum of understanding with City of Bloomington Utilities for operational responsibilities at Miller Showers Park (Tim Street)
- C-8. Review/Approval of contract with Davey Tree for Bicentennial Bond Tree project (Erin Hatch)
- C-9. Review/Approval of price adjustment to the 2022 Price Schedule for A Fair of the Arts (Crystal Ritter)

D. REPORTS

- D-1. Operation Division - ERAC Annual Report (Rebecca Swift)
- D-2. Recreation Division - no report
- D-3. Sports Division - no report
- D-4. Administration Division - no report

E. 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

02-22-2022

Board of Park Commissioners
Meeting Minutes

Tuesday, January 25, 2022
4:00pm – 5:30pm
Meeting

Zoom

CALL TO ORDER - ROLL CALL

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

A. CONSENT CALENDAR

- A-1. Approval of Minutes of December 7, 2021
- A-2. Approval of Claims Submitted December 7, 2021 – January 24, 2022
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review/Approval of Business Report
- A-5. Review/Approval of Credit Card Refunds
- A-6. Declaration of Surplus.
- A-7. Approval of (3) service agreements for Community Relations Area
- A-8. Approval of service agreement with Kingsnake Sound for the Performing Arts Series.
- A-9. Approval of service agreement with Skip Daley for Trivia Night events
- A-10. Approval of contract with Aquatic Control, Inc. for pond maintenance at Miller-Showers
- A-11. Approval of service agreement with Crisis Cleaning, Inc.
- A-12. Approval of service agreement with Kevin R. Huntley (Green Earth Recycling & Composting)
- A-13. Approval of Farmers' Market 2022 contract template
- A-14. Approval of Community Garden 2022 contract template

Ellen Rodkey made a motion to approve the consent calendar A-1 through A-14. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Bravo Award - none
- B-2. Parks Partner Award - none
- B-3. Staff Introductions

Haylie Pryson, Community Events Specialist, accepted position of Community Events Specialist. Haylie was originally from Jackson, Michigan, and completed her undergraduate degree in Secondary Education at Eastern Michigan University. Prior to moving to Bloomington, Haylie lived in Seattle, Washington, where she worked for EarthCorps, a non-profit organization that focused on environmental restoration. Haylie looked forward to getting to know Bloomington and the community.

Board Comments: the Board welcomed Haylie to the department.

C. OTHER BUSINESS

C-1. Election of Board of Park Commissioners Officers

Jim Whitlatch made a motions to nominate Kathleen Mills as President of the Board of Park Commissioners. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried.

Jim Whitlatch made a motion to nominate Ellen Rodkey as Vice President of the Board of Park Commissioners. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried.

Jim Whitlatch made a motion to nominate Israel Herrera as the Plan Commission Representative. *Israel Herrera* seconded the motion. Vote taken: motion was unanimously carried.
Jim Whitlatch made a motion to nominate Kim Clapp as Secretary of the Board of Park Commissioners. *Israel Herrera* seconded the motion. Vote taken: motion was unanimously carried

C-2. Review/Approval of Resolution 22-01 to Appropriate the Parks Non-Reverting Fund

Paula McDevitt, Director, staff recommended approval of Resolution 22-01. Funds would be made available for appropriation in the Parks Non-Reverting Operating funds as result of fees, charges, donations and grants monies collected. Resolution 22-01, was for Fiscal Year January 1 to December 31, 2022, in the amount of \$1,195,155, and would be used for program budgets.

Ellen Rodkey made a motion to approve Resolution 22-01 to appropriate the Parks Non-Reverting Fund. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0

C-3. Review/Approval of Memorandum of Understanding with BCM, LLC to Temporary Storage Trailer on Crestmont Park Property.

Tim Street, Director of Operations and Development, BCM, LLC and the Bloomington Housing Authority (BHA) requested consent, to park a 40-foot construction trailer adjacent to the Crescent Park parking lot on 13th St. The trailer would remain at the location for the duration of a construction project at BHA-owned apartments. Staff recommended approval of the Agreement, which outlined the responsibilities of each party.

Ellen Rodkey made a motion to approve the Memorandum of Understanding with BCM, LLC. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

C-4. Review/Approval of Contract with Marshall Security LLC for 2022 Security Services at Various Parks and Trails

Tim Street, Director of Operations and Development, to help decrease incidents in parks and on trails, staff recommended approval of the contract with Marshall Security. The vendor would provide security services at the following primary locations: Switchyard Park between the hours of 6:30pm-5am, provide patrol route at Seminary Park, B-Line Trail, Buildings Trades Park, RCA Park, Butler Park, Crestmont Park, Miller Showers Park, Waldron, Hill and Buskirk Park, and People's Park from the hours of 6am-1am. Exact hours may be subject to change throughout the year based on need. Funding would be from 176-18-G21005, in an amount not to exceed \$278,821.

Board Comments: *Kathleen Mills commented:* she was glad the security had been well received, and the incident reports were down. It was disappointing, that BPRD was responsible. The Bloomington Police Department (BPD) had been stretched thin, but was glad BPRD had been able to afford the security services to provide a safer environment. *Jim Whitlatch inquired:* In 2021, funding had been through the Cares Act. Would BPRD be responsible for the funding in 2022? *Tim Street responded:* 2022 funding, would be from rescue funds. *Jim Whitlatch requested:* explanation of rescue funds. *Tim Street responded:* 2022 funding, would be from the American Rescue Act (ARA). *Jim Whitlatch commented:* The project would not impact the BPRD budget, as ARA were special funds awarded to the City. The City would make some of those funds available to BPRD for the project. *Tim Street responded:* That was correct. It would not take away from BPRD 2022 Budget. *Jim Whitlatch inquired:* on the bidding process for the project. *Tim Street responded:* it was made publicly on the Bloomington.planroom.com site. It was sent directly to those contractors, known to work in the Bloomington area. Two bidders attended the pre-proposal meeting, with Marshall Security being the only vendor to submit a final proposal. *Jim Whitlatch commented:* there would be an overlap in hours at Switchyard Park, and the security patrol at other locations. *Tim Street responded:* that was correct. *Jim Whitlatch inquired:* why only core downtown parks were receiving security patrol. *Tim Street responded:* the core downtown parks, were identified as parks where a higher number of incidents occurred. BPRD wanted to have a security presents in those parks, and for BPRD custodial staff. If necessary, BPRD could request Marshall Security to go outside of the standard patrol route. *Jim Whitlatch commented:* he was glad funds would not be taken from BPRD direct funds. It was a necessary service that had to be provided. He hoped the Board and BPRD would continue to work with the City and BPD, to get the needed security coverage at park facilities in the future. Continued evaluation would be needed, to determine what BPRD would need to do if

support was not received. Kathleen Mills inquired: if Marshall Security coordinated with BPD. Tim Street responded: Yes, the security officers were unarmed, and would notify BPD if needed. Israel Herrera commented, the schedule at Switchyard Park and other sites were different. Tim Street commented: that was correct. The security route between the parks and trails were during the day, and longer than that at Switchyard Park. BPRD found, it was helpful to have patrols during those hours for issues, and to be available to assist people. Israel Herrera inquired: how missed shifts would be handled. Hsiung Marler responded: Marshall Security would inform BPRD of any absences. Missed shifts rarely occurred. Israel Herrera inquired: the number of incident reports had decreased, why and what type of incidents still occurred. Tim Street responded: at the beginning everything had been reported, and there had been a learning curve to figure out what information needed to be reported. People were better aware of afterhour rules of the parks, and had caused a decline in the number of trespassing incidents. Hsiung Marler responded: the presence of security patrols had caused an overall decline in incidents. Israel Herrera inquired: on shifts, and diversity of Marshall Security officers. Tim Street responded: there would be two shifts per night. Marshall Security had filed an Affirmative Action Plan with the City. As the security officers were not BPRD staff, the department did not have detailed information on Marshall Security employees. From interaction with security offices, there appeared to be a diversity in their staffing. Ellen Rodkey commented: the topic required further discussion, and additional research of how other communities addressed these issues.

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

C-5. Review/Approval of contract with Arsee Engineering, Inc. for Waldron, Hill, Buskirk stage repair design

Tim Street, Director of Operations and Development, due to cracking on the concrete masonry unit columns, the Waldron, Hill, and Buskirk stage needed repairs. Staff recommended approval of the contract with Arsee Engineering, to engineer, design, and create constructions document for the repair project. Funding would be from Cell Tower General Fund, in an amount not to exceed \$7,500.

Board Comments: Kathleen Mills inquired: if the damage had been caused by the construction in that area. Tim Street responded: The engineer that inspected the area, did not feel it was the caused by the construction.

Jim Whitlatch made a motion to approve the contact with Arsee Engineering. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0

C-6. Review/Approval of Memorandum of Agreement with Engineering Department for Bridge Inspections

Tim Street, Director of Operations and Development, in order to maintain bridges in good condition, staff wished to have four small structures inspected. Staff recommend approval of the MOU with the Engineering Department, to have Beam, Longest and Neff, L.L.C. perform inspections for the project. Funding would be from the Operations General Fund, in an amount not to exceed \$10,133.32.

Board Comments: Israel Herrera inquired: on the number of bridges to be inspected. Tim Street responded: four bridges were to be inspected. They were selected, as they were major high traffic bridges, and much larger in scale. Staff wished to set up inspection of BPRD bridges on a rotating basis.

Ellen Rodkey made a motion to approve the Memorandum of Agreement with Engineering Department for bridge inspections. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0

C-7. Review/Approval of Contract with River Town Construction, LLC for Concrete Work

Tim Street, Director of Operations and Development, the Department wished to install new concrete sidewalk, ramps, and curbing at Waldron, Hill, and Buskirk Park. Staff recommended approval of the contract with RiverTown Construction, to provide services for sidewalk restoration, and curbing. Funding would be from the interest on General Obligation Bond Series C funds (GL977-18-1801c-54510), in an amount not to exceed \$22,895.

Jim Whitlatch made a motion to approve the contract with River Town Construction. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

C-8. Review/Approval of contract with Spectrum LLC for Griffy Loop Trail

Steve Cotter, Natural Resources Manager, to increase safety and accessibility, while reducing soil erosion and maintenance requirements, the Department wished to update the Griffy Lake Nature Preserve Master Plan. Contactor would evaluate existing Griffy Lake Nature Preserve trail system, and provide conceptual mapping of recommended trail routes, reroutes, and closures. Along the southern shoreline near the dam, the contractor would construct a pilot trail section. Staff recommended approval of contract with Spectrum LLC. Project would be funded from the Parks Bicentennial Bonds (Series B-980-18-18018B-54510), in an amount not to exceed \$16,000.

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

C-9. Review/Approval of Appointments to the Environmental Resources Advisory Council (ERAC)

Rebecca Swift, Natural Resources Coordinator, staff recommended approval of Environmental Resources Advisory Council appoints; Denise Gardiner, Jeff Ehman, Bill Jones, and Angie Shelton. ERAC was an advisory board for the Bloomington Parks and Recreation regarding all policy matters pertaining to operation of city natural areas/and/or facilities.

Board Comments: Jim Whitlatch requested: application be sent to the Board members. Kim Clapp responded: they would be emailed. Israel Herrera inquired: on the backgrounds of the Advisory Council, and who selected the members. Rebecca Swift responded: there was representation from different groups, such as professors from IU, teachers from local schools, the Environmental Commission, education instructors from Monroe County Parks, as well as community members. Park staff selected the members. Contractors for projects provide presentations to the Advisory Council, which allowed for Q&A. ERAC Advisory Council had a lot of expertise in these fields, and were able to provide valuable input and feedback on projects. Israel Herrera inquired: who was the Council Liaison. Rebecca Swift responded: Matt Flaherty was the Council Liaison, and did not have voting rights. Council Liaison role was to report back to the Common Council.

Jim Whitlatch made a motion to approve the appointments to the Environmental Resources Advisory Council. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

C-10. Review/Approval of Contract with Bluestone Tree, LLC for Tree Removals and Pruning Services

Erin Hatch, Urban Forester, staff recommended approval of contract with Bluestone Tree, LLC, to conduct tree removal and pruning in emergency situations, on an as needed basis. Work performed would be beyond the capabilities of in-house tree crews. Funding would be from the Urban Forestry General Fund, in an amount not to exceed \$30,000.

Board Comments: Kathleen Mills inquired: if Bluestone Tree had been on standby in previous years, and how was the vendor chosen. Ellen Hatch responded: yes, they had previously been on standby. Bluestone Tress was selected, due to having high end equipment that other companies do not have. Individual jobs go through a bidding process.

Ellen Rodkey made a motion to approve the contract with Bluestone Tree, LLC. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

C-11. Review/Approval of Addendum to the Contract with Davey Resources Group, Inc. for Tree Pruning

Erin Hatch, Urban Forester, in April of 2021, the Department entered into an Contract with Davey Resources Group, for young tree pruning of city trees. Due to some trees needed to be pruned in the winter dormant season, staff wished to extend the contract completion date from December 31, 2021 to March 31, 2022. Both parties mutually agreed, to addend the Agreement to reflect the new completion date. No other changes to

original agreement were made. Staff recommended approval of the Addendum with Davey Resources Group.

Ellen Rodkey made a motion to approve the contract with Davey Resources Group, Inc. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

C-12. Review/Approval of Contract with Eco Logic, LLC for Vegetation Management at Miller Showers Park

Joanna Sparks, City Landscaper, to improve ‘curb appeal’, improve/expand habitat for pollinators, birds, turtles and other animals, the Department wished to implement Year 4, of the 10 Year Vegetation Management Plan at Miller-Showers Park. Staff recommended approval of the contract with Eco Logic, LLC, to perform invasive vegetation management, and native plant maintenance at the site. Project would be funded from Landscaping General Fund, in an amount not to exceed \$8,926.

Board Comments: *Kathleen Mills commented:* this was a challenging site to manage, and much improvement had been made to location.

Ellen Rodkey made a motion to approve the contract with Eco Logic, LLC. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

C-13. Review/Approval of Contract with Airtime Studios for the Installation of Sound Panels at Switchyard Park Pavilion

Hsiung Marler, Switchyard Park General Manage, due to user feedback, and the desire to improve the sound at the Switchyard Park Pavilion, staff wished to have acoustic material installed. Contractor would install approximately 1,280 sq. ft. of acoustic material, provided by Auralex Acoustics. Cost included all additional installation materials and lift rental. Staff recommended approval of the contract with Airtime Studios, in an amount not to exceed \$6,336. Funding would be from Switchyard Park TIF Funds.

Board Comments: *Kathleen Mills inquired:* if this had been discussed during the planning stage of the pavilion. *Paula McDevitt responded:* as with any new building, until it is used it is unknown how it will react. While this was on the radar, it quickly rose to top from the feedback that was received. BPRD was happy the funding was available, to make the needed improvements that would improve the sound for future events. *Israel Herrera inquired:* if materials were a separate purchase. *Hsiung Marler responded:* yes, materials were a separate purchase, and not included in the contract. Auralex Acoustics sound engineers had tested the site, and recommended product and reverb time. Auralex Acoustics did not install product.

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

D. REPORTS

D-1. Operations Division - Bicentennial Bond Tree Project Update

Erin Hatch, Urban Forester presented update to the Bicentennial Bond Project

- In 2018, Bicentennial bond projects were issued by Mayor Hamilton for \$800,000 for tree planting.
- Trees were to be planted along streets and in public right-of-ways across the city.
- In 2019, Davey Resource Group identified potential vacant planting sites.
- In 2021, four project areas were identified through existing canopy, potential canopy, median income, and percent of non-white population.
- Canopy and tree information was obtained from the 2019 Davey Recourse Inventory and Summary Reports.
- Socio-economic and demographic information was obtained from most current U.S. Census American Community Survey information.
- Using information gathered, planting project would be approached through the lens of environmental justice and equity.
- The approached recognized the nationwide trend of unequitable distribution of urban forest canopy.
- Selection of project areas was corroborated by the American Forest’s Tree Equity Score map.

- Urban Forestry program planned to begin planting in 2022.
- Approximately 304 sites were identified across the four project areas for potential planting.
- Number of sites could change, after the evaluation of underground utilities and other infrastructure.
- Planting would be conducted through selection of a qualified contractor.
- Contractor would provide planting, and limited aftercare.
- Guidance on species selection would be provide to the contractor.
- Outreach was planned for neighborhoods included in the project.
- Outreach would be through neighborhood associations, postcard notifications to the neighborhoods, any relevant press releases, and webpage.
- Feedback would be solicited from individuals, utilizing an online feedback form.

Board Comments: Kathleen Mills inquired: if planting would begin in spring of 2022. Erin Hatch responded: BPRD hoped to have the bulk of the planting completed in the spring, some fall planting would take place. Staff hoped to be able to bring a contact to the Board in February. Israel Herrera inquired: how would the public be notified of the informational meetings. Erin Hatch responded: staff would conduct targeting outreach to neighborhood associations through email, Next Door postings, staff would schedule virtual informational meetings for community to attend, giving people an opportunity to provide feedback. The feedback form would be returned to Erin Hatch, for review. The Park Board would review/approval the vendor contract in February. The feedback would be for individual feedback, not for group petitions. Jim Whitlatch inquired, how the social-economical decision was made. Erin Hatch responded: Davey Resource Group analyzed in a variety of ways, but social economic factors were not part of the process. They evaluated for zoning, watershed, and environmental condition. The selection of the four project areas were determined from GIS analysis using Davey Resource canopy information, along with American Community Survey census information. The results matched up with American Forest's, which was a national non-profit, who did an analysis of Bloomington for their tree equity score. The project areas aligned, with what American Forest's Tree Equity Score map had suggested. Jim Whitlatch recommended: being cautious when making these types of decisions. To continue public education on public right-of-way. What steps did an individual need to follow, to plant a tree in front of their home? Erin Hatch responded: If an individual wanted to plant, prune or remove a tree in a right-of-way, they would need a tree work permit. A list of approved trees for planting had been created. The list prevented the planting of invasive species, and to make sure the type of tree planted was appropriate for the site. Individuals could plant at their own expense, with City approval.

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

E. PUBLIC COMMENT

None

Paula McDevitt, Director, thanked Ellen Rodkey for renewing a four year term with the Park Board. Paula thanked the Board, for their time and efforts given to the Department. The next Park Board Meeting would be held on February 22nd. Status of the Governors Order would determine if the February meeting would virtual or hybrid. Israel Herrera requested: clarification on hybrid meetings. Paula McDevitt responded: once public meetings were allowed, Park Board meetings would be hybrid. Park Board members would attend in person, unless prevented by travel or unforeseen circumstances. In those situations, Board members could attend virtually.

ADJOURNMENT

Meeting adjourned at 5:24 p.m.

Respectfully Submitted,



 Kim Clapp,
 Secretary Board of Park Commissioner

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/28/2022	Payroll				159,211.81
					<u>159,211.81</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 \$ 159,211.81

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 _____



Board of Park Commissioners Claim Register

Invoice Date Range 01/22/22 - 02/04/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53210 - Telephone										
1079 - AT&T	849494855010922	18-AT&T December Long Distance	Paid by Check # 75093		01/24/2022	01/24/2022	01/24/2022		01/24/2022	17.20
1079 - AT&T	812349370001-22	18-AT&T Landlines Jan-Feb	Paid by Check # 75094		01/24/2022	01/24/2022	01/24/2022		01/24/2022	2,115.69
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22-#287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	29.24
Account 53210 - Telephone Totals							Invoice Transactions 3		<hr/> \$2,162.13	
Program 181000 - Administration Totals							Invoice Transactions 3		<hr/> \$2,162.13	
Program 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22-#287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	40.84
Account 53210 - Telephone Totals							Invoice Transactions 1		<hr/> \$40.84	
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	A1945	18-Nature & the Outdoors fliers WS 2022	Paid by EFT # 44906		01/25/2022	01/25/2022	02/04/2022		02/04/2022	33.42
Account 53310 - Printing Totals							Invoice Transactions 1		<hr/> \$33.42	
Account 53910 - Dues and Subscriptions										
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-5489	18-Quarterly web hosting for Twin Lakes Rec Center	Paid by EFT # 44976		01/25/2022	01/25/2022	02/04/2022		02/04/2022	165.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1		<hr/> \$165.00	
Program 181100 - Marketing Totals							Invoice Transactions 3		<hr/> \$239.26	
Program 182001 - Aquatics - Bryan Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	9809404	18 -Bryan and Mills Pool oxygen	Paid by EFT # 44981		01/25/2022	01/25/2022	02/04/2022		02/04/2022	30.00
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1		<hr/> \$30.00	
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22-#287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	29.24
Account 53210 - Telephone Totals							Invoice Transactions 1		<hr/> \$29.24	
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 2		<hr/> \$59.24	



Board of Park Commissioners Claim Register

Invoice Date Range 01/22/22 - 02/04/22

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 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	9809404	18 -Bryan and Mills Pool oxygen	Paid by EFT # 44981		01/25/2022	01/25/2022	02/04/2022		02/04/2022	16.44
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$16.44
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22-#287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	58.48
Account 53210 - Telephone Totals									Invoice Transactions 1	\$58.48
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 2	\$74.92
Program 182500 - Frank Southern Center										
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	701504	18 - FSC ice melt, power strip, poly caulk, brush	Paid by EFT # 44998		01/25/2022	01/25/2022	02/04/2022		02/04/2022	73.14
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$73.14
Account 52420 - Other Supplies										
50357 - Arrow Sporting Group, INC	166	18 - FSC pro shop clear tape	Paid by EFT # 44913		01/25/2022	01/25/2022	02/04/2022		02/04/2022	275.40
5819 - Synchrony Bank	765836537839	18 - FSC Emp masks hand sanitizer for lobby	Paid by EFT # 45049		01/25/2022	01/25/2022	02/04/2022		02/04/2022	35.55
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$310.95
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	W72786	18 FSC Start of Season HVAC Inspection & Repairs	Paid by EFT # 44973		01/25/2022	01/25/2022	02/04/2022		02/04/2022	6,976.76
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$6,976.76
Account 53650 - Other Repairs										
8613 - Crane's Leather & Shoe Shop, INC	6688	18 - FSC skate repair	Paid by EFT # 44948		01/25/2022	01/25/2022	02/04/2022		02/04/2022	125.00
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$125.00
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190548452011322	18-Cable Service for FSC	Paid by Check # 75096		01/24/2022	01/24/2022	01/24/2022		01/24/2022	118.68
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$118.68
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3069266	18 - FSC Rug Cleaning Service	Paid by EFT # 45023		01/25/2022	01/25/2022	02/04/2022		02/04/2022	75.41
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$75.41



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002868316	18-Landfill February FSC	Paid by EFT # 45033		01/25/2022	01/25/2022	02/04/2022		02/04/2022	144.60
Account 53950 - Landfill Totals							Invoice Transactions 1			\$144.60
Program 182500 - Frank Southern Center Totals							Invoice Transactions 8			\$7,824.54
Program 183500 - Golf Services										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22-#287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	29.24
Account 53210 - Telephone Totals							Invoice Transactions 1			\$29.24
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002867554	18-Landfill February Golf	Paid by EFT # 45033		01/25/2022	01/25/2022	02/04/2022		02/04/2022	341.25
Account 53950 - Landfill Totals							Invoice Transactions 1			\$341.25
Program 183500 - Golf Services Totals							Invoice Transactions 2			\$370.49
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
365 - Rogers Group, INC	0713009312	18-stone for Leonard Springs	Paid by EFT # 45036		01/25/2022	01/25/2022	02/04/2022		02/04/2022	63.00
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1			\$63.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22-#287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	110.92
Account 53210 - Telephone Totals							Invoice Transactions 1			\$110.92
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	C-21-238	18-Commercial Building Permit - Shelter at Leonard Springs	Paid by Check # 75098		01/24/2022	01/24/2022	01/24/2022		01/24/2022	367.20
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			\$367.20
Program 184000 - Natural Resources Totals							Invoice Transactions 3			\$541.12



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 184501 - Youth Services-Kid City Camps										
Account 53910 - Dues and Subscriptions										
4486 - American Camping Association, INC	A-5551 011922	18-Kid City Accreditation Fee	Paid by Check # 75100		01/25/2022	01/25/2022	02/04/2022		02/04/2022	976.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$976.00
Program 184501 - Youth Services-Kid City Camps Totals								Invoice Transactions	1	\$976.00
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	0711	18 - Wipes, facemask, cardstock	Paid by Check # 75132		01/25/2022	01/25/2022	02/04/2022		02/04/2022	92.06
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$92.06
Program 186500 - Community Events Totals								Invoice Transactions	1	\$92.06
Program 187001 - Adult Sports-Softball										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22-#287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	47.46
Account 53210 - Telephone Totals								Invoice Transactions	1	\$47.46
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002868327	18-Landfill February TLSP	Paid by EFT # 45033		01/25/2022	01/25/2022	02/04/2022		02/04/2022	303.40
Account 53950 - Landfill Totals								Invoice Transactions	1	\$303.40
Program 187001 - Adult Sports-Softball Totals								Invoice Transactions	2	\$350.86
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22-#287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	23.73
Account 53210 - Telephone Totals								Invoice Transactions	1	\$23.73
Program 188001 - Inclusive Recreation Totals								Invoice Transactions	1	\$23.73
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM226557	18-gloves, batteries, duct tape, cleaners, etc.	Paid by EFT # 44964		01/25/2022	01/25/2022	02/04/2022		02/04/2022	362.07
15449 - Rosen & Rosen Industries (R&R Industries)	614179	18-Safety vests for (4) areas of Ops Division	Paid by EFT # 45037		01/25/2022	01/25/2022	02/04/2022		02/04/2022	450.00
Account 52210 - Institutional Supplies Totals								Invoice Transactions	2	\$812.07



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52230 - Garage and Motor Supplies										
394 - Kleindorfer Hardware & Variety	697484	18-shop supplies	Paid by EFT # 44998		01/25/2022	01/25/2022	02/04/2022		02/04/2022	88.87
476 - Southern Indiana Parts, INC (Napa Auto Parts)	418806	18-starting fluid	Paid by EFT # 45044		01/25/2022	01/25/2022	02/04/2022		02/04/2022	7.08
476 - Southern Indiana Parts, INC (Napa Auto Parts)	418891	18-tailgate handle for vehicle 849	Paid by EFT # 45044		01/25/2022	01/25/2022	02/04/2022		02/04/2022	24.35
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 3	<u>\$120.30</u>
Account 52310 - Building Materials and Supplies										
5415 - Allied Wholesale Electrical Supply, LLC	5696623	18-(6) LED motion sensor lights/lenses/cords & (1) remote:OPS Ctr	Paid by EFT # 44909		01/25/2022	01/25/2022	02/04/2022		02/04/2022	916.32
5415 - Allied Wholesale Electrical Supply, LLC	5697368	18-(6) LED motion sensor lights/lenses/cords & (1) remote:OPS Ct	Paid by EFT # 44909		01/25/2022	01/25/2022	02/04/2022		02/04/2022	317.40
365 - Rogers Group, INC	0713009128	18-Stone, 1/4-minus SYP Dog Park	Paid by EFT # 45036		01/25/2022	01/25/2022	02/04/2022		02/04/2022	360.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 3	<u>\$1,593.72</u>
Account 52340 - Other Repairs and Maintenance										
5415 - Allied Wholesale Electrical Supply, LLC	5697399	18- anchor	Paid by EFT # 44909		01/25/2022	01/25/2022	02/04/2022		02/04/2022	15.86
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290036434	18-inner tubes for front wheels for RH Torro	Paid by EFT # 44922		01/25/2022	01/25/2022	02/04/2022		02/04/2022	11.78
409 - Black Lumber Co. INC	497027	18-concrete for post at Bryan Park	Paid by EFT # 44927		01/25/2022	01/25/2022	02/04/2022		02/04/2022	27.16
409 - Black Lumber Co. INC	496334	18-wood replacement on trailer 892	Paid by EFT # 44927		01/25/2022	01/25/2022	02/04/2022		02/04/2022	59.93
394 - Kleindorfer Hardware & Variety	701530	18-supplies for paper towel rolls for port a jons	Paid by EFT # 44998		01/25/2022	01/25/2022	02/04/2022		02/04/2022	21.57
394 - Kleindorfer Hardware & Variety	704472	18-materials to make fence stretcher at Bryan Park	Paid by EFT # 44998		01/25/2022	01/25/2022	02/04/2022		02/04/2022	5.25
476 - Southern Indiana Parts, INC (Napa Auto Parts)	418624	18-lube fil	Paid by EFT # 45044		01/25/2022	01/25/2022	02/04/2022		02/04/2022	8.77
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 7	<u>\$150.32</u>
Account 52420 - Other Supplies										
313 - Fastenal Company	INBLM226557	18-gloves, batteries, duct tape, cleaners, etc.	Paid by EFT # 44964		01/25/2022	01/25/2022	02/04/2022		02/04/2022	70.98



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-54195	18-(6) Trail Closed & (6) Icy Surface yard style signs w/ frame	Paid by EFT # 45034		01/25/2022	01/25/2022	02/04/2022		02/04/2022	295.06
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										\$366.04
Account 53110 - Engineering and Architectural										
7059 - Eagle Ridge Civil Engineering Services, LLC	276-02	18-INDNR permit coordination for Sherwood Oaks Park	Paid by EFT # 44955		01/25/2022	01/25/2022	02/04/2022		02/04/2022	1,452.30
Account 53110 - Engineering and Architectural Totals										Invoice Transactions 1
										\$1,452.30
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	34772	18-(2) Reg18-(2) Regist's. for CPSI Course (B Dunbar/T Street)	Paid by Check # 75120		01/25/2022	01/25/2022	02/04/2022		02/04/2022	1,090.00
Account 53160 - Instruction Totals										Invoice Transactions 1
										\$1,090.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22- #287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	285.88
Account 53210 - Telephone Totals										Invoice Transactions 1
										\$285.88
Account 53630 - Machinery and Equipment Repairs										
32 - Cassidy Electrical Contractors, INC	27166	18-Labor to disconnect irrigation motor @ Miller-Showers Prk	Paid by EFT # 44940		01/25/2022	01/25/2022	02/04/2022		02/04/2022	76.05
Account 53630 - Machinery and Equipment Repairs Totals										Invoice Transactions 1
										\$76.05
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	14760	18-Cleaning & Pumping of port-a-lets @ (10) locations	Paid by EFT # 45055		01/25/2022	01/25/2022	02/04/2022		02/04/2022	660.00
4175 - The Stables Events, LLC (Izzy's Rentals)	14762	18-Cleaning & Pumping of port-a-lets @ RCA Park	Paid by EFT # 45055		01/25/2022	01/25/2022	02/04/2022		02/04/2022	116.25
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 2
										\$776.25
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2180	18-Security services for month of January	Paid by EFT # 45004		01/25/2022	01/25/2022	02/04/2022		02/04/2022	4,500.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 189000 - Operations Totals										Invoice Transactions 24
										\$11,222.93



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52240 - Fuel and Oil										
394 - Kleindorfer Hardware & Variety	700289	18 SYP Tru-Fuel (1 case)	Paid by EFT # 44998		01/25/2022	01/25/2022	02/04/2022		02/04/2022	88.16
Account 52240 - Fuel and Oil Totals Invoice Transactions 1										<u>88.16</u>
Account 52310 - Building Materials and Supplies										
5415 - Allied Wholesale Electrical Supply, LLC	5694865	18 SYP Irrigation Ball Valves	Paid by EFT # 44909		01/25/2022	01/25/2022	02/04/2022		02/04/2022	21.57
394 - Kleindorfer Hardware & Variety	700096	18 SYP Parts for Shelter Cabel Above Fireplace	Paid by EFT # 44998		01/25/2022	01/25/2022	02/04/2022		02/04/2022	26.28
394 - Kleindorfer Hardware & Variety	700092	18 SYP LED Shop Light for SYMS Storage	Paid by EFT # 44998		01/25/2022	01/25/2022	02/04/2022		02/04/2022	31.49
5819 - Synchrony Bank	433675669445	18 SYP Elkay 51300C WaterSentry Replacement Filter	Paid by EFT # 45049		01/25/2022	01/25/2022	02/04/2022		02/04/2022	61.19
7433 - Jane Trunsky (Crown Products, LLC)	107415	18 SYP Poopy Pouch Pet replacement bags	Paid by EFT # 45058		01/25/2022	01/25/2022	02/04/2022		02/04/2022	231.42
7433 - Jane Trunsky (Crown Products, LLC)	107416	18 SYP (three) Poppy Pouch Pet Waste Systems	Paid by EFT # 45058		01/25/2022	01/25/2022	02/04/2022		02/04/2022	940.67
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 6										<u>\$1,312.62</u>
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	16890	18 SYP garbage pickers, push broom, hanger, etc	Paid by Check # 75122		01/25/2022	01/25/2022	02/04/2022		02/04/2022	50.44
394 - Kleindorfer Hardware & Variety	700288	18 SYP drill bits and washer fluid	Paid by EFT # 44998		01/25/2022	01/25/2022	02/04/2022		02/04/2022	21.48
394 - Kleindorfer Hardware & Variety	704051	18 SYP Vacuum Bags (1 pack)	Paid by EFT # 44998		01/25/2022	01/25/2022	02/04/2022		02/04/2022	16.99
5819 - Synchrony Bank	649697347735	18 SYP Red Daily Log Book	Paid by EFT # 45049		01/25/2022	01/25/2022	02/04/2022		02/04/2022	39.99
Account 52420 - Other Supplies Totals Invoice Transactions 4										<u>\$128.90</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22-#287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	40.84
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$40.84</u>
Account 53950 - Landfill										
908 - JB Salvage (Westside Auto Parts)	211231119300	18 SYP 8 Yard Dumpster - Month	Paid by EFT # 44995		01/25/2022	01/25/2022	02/04/2022		02/04/2022	175.00
Account 53950 - Landfill Totals Invoice Transactions 1										<u>\$175.00</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRSwitch1121	18 SYP (CARES) Centerstone Bathroom Attendants (November)	Paid by EFT # 44942		01/25/2022	01/25/2022	02/04/2022		02/04/2022	3,773.66
6330 - Marshall Security LLC	2184	18 SYP Marshall MSI Overnight Security (1/1/22-1/51/22)	Paid by EFT # 45004		01/25/2022	01/25/2022	02/04/2022		02/04/2022	1,980.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$5,753.66
Program 189006 - Switchyard Property Totals							Invoice Transactions 15			\$7,499.18
Program 189500 - Landscaping										
Account 52210 - Institutional Supplies										
15449 - Rosen & Rosen Industries (R&R Industries)	614179	18-Safety vests for (4) areas of Ops Division	Paid by EFT # 45037		01/25/2022	01/25/2022	02/04/2022		02/04/2022	250.00
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1			\$250.00
Account 52410 - Books										
7204 - Purdue University	400101806	18- LAND OISC CORE text for pesticide applicator license exam	Paid by EFT # 45030		01/25/2022	01/25/2022	02/04/2022		02/04/2022	48.35
Account 52410 - Books Totals							Invoice Transactions 1			\$48.35
Account 52420 - Other Supplies										
5819 - Synchrony Bank	454397494877	18- Amazon Phone Charger Landscaping	Paid by EFT # 45049		01/25/2022	01/25/2022	02/04/2022		02/04/2022	15.69
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$15.69
Account 53130 - Medical										
231 - IU Health OCC Health Services	00126584-00	18-Hep B vaccines	Paid by EFT # 44991		01/25/2022	01/25/2022	02/04/2022		02/04/2022	130.00
Account 53130 - Medical Totals							Invoice Transactions 1			\$130.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22- #287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	40.84
Account 53210 - Telephone Totals							Invoice Transactions 1			\$40.84
Program 189500 - Landscaping Totals							Invoice Transactions 5			\$484.88
Program 189501 - Cemeteries										
Account 52210 - Institutional Supplies										
15449 - Rosen & Rosen Industries (R&R Industries)	614179	18-Safety vests for (4) areas of Ops Division	Paid by EFT # 45037		01/25/2022	01/25/2022	02/04/2022		02/04/2022	100.00
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1			\$100.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22- #287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	40.84
Account 53210 - Telephone Totals										Invoice Transactions 1
										\$40.84
Account 53910 - Dues and Subscriptions										
3824 - Indiana Cemetery Association, INC	01-222	18-Annual Membership Fee (based on 36 2021 burials)	Paid by EFT # 44980		01/25/2022	01/25/2022	02/04/2022		02/04/2022	153.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$153.00
Program 189501 - Cemeteries Totals										Invoice Transactions 3
										\$293.84
Program 189503 - Urban Forestry										
Account 52210 - Institutional Supplies										
15449 - Rosen & Rosen Industries (R&R Industries)	614179	18-Safety vests for (4) areas of Ops Division	Paid by EFT # 45037		01/25/2022	01/25/2022	02/04/2022		02/04/2022	120.76
Account 52210 - Institutional Supplies Totals										Invoice Transactions 1
										\$120.76
Account 52420 - Other Supplies										
5080 - Metro Arborist Supplies (TreeStuff, INC)	INV-711510	18 - UF - Kask Hi-Vis Helmet w/Communication (4)	Paid by EFT # 45005		01/25/2022	01/25/2022	02/04/2022		02/04/2022	2,424.72
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$2,424.72
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22- #287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	158.56
Account 53210 - Telephone Totals										Invoice Transactions 1
										\$158.56
Account 53990 - Other Services and Charges										
3735 - Bluestone, LLC	9477	18 - Emergency Tree Removal (1140 S Morton)	Paid by EFT # 44933		01/25/2022	01/25/2022	02/04/2022		02/04/2022	2,575.25
3735 - Bluestone, LLC	9264	18 - UF - Tree Removal (715 W Kirkwood)	Paid by EFT # 44933		01/25/2022	01/25/2022	02/04/2022		02/04/2022	1,465.75
3735 - Bluestone, LLC	9265	18 - UF - Winter Oak Pruning (Olcott)	Paid by EFT # 44933		01/25/2022	01/25/2022	02/04/2022		02/04/2022	2,580.75
3735 - Bluestone, LLC	9373	18 - UF - Pin Oak Pruning (Sherwood Oaks Park)	Paid by EFT # 44933		01/25/2022	01/25/2022	02/04/2022		02/04/2022	350.00



Board of Park Commissioners Claim Register

Invoice Date Range 01/22/22 - 02/04/22

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										
Account 53990 - Other Services and Charges										
5424 - Davey Resource Group (Davey Tree Expert)	129628	18 - UF - Contracted Small Tree Pruning	Paid by EFT # 44952		01/25/2022	01/25/2022	02/04/2022		02/04/2022	4,275.80
Account 53990 - Other Services and Charges Totals							Invoice Transactions	5		\$11,247.55
Program 189503 - Urban Forestry Totals							Invoice Transactions	8		\$13,951.59
Department 18 - Parks & Recreation Totals							Invoice Transactions	83		\$46,166.77
Fund 200 - Parks and Recreation Gen (S1301) Totals							Invoice Transactions	83		\$46,166.77
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	167523	18 - FSC Concession items	Paid by EFT # 44968		01/25/2022	01/25/2022	02/04/2022		02/04/2022	127.80
4099 - Gold Medal Products CO.	167621	18 - FSC Concession items	Paid by EFT # 44968		01/25/2022	01/25/2022	02/04/2022		02/04/2022	536.05
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	2		\$663.85
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions	2		\$663.85
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	3705	18 - FSC Sams Club for concessions	Paid by Check # 75132		01/25/2022	01/25/2022	02/04/2022		02/04/2022	150.78
5819 - Synchrony Bank	1254	18 - FSC Sams Club for concessions	Paid by Check # 75132		01/25/2022	01/25/2022	02/04/2022		02/04/2022	290.36
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	2		\$441.14
Program 182501 - Frank Southern Center Concession Totals							Invoice Transactions	2		\$441.14
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
137 - Good Earth, LLC	20193	18- Fill Dirt for LSNP Shelter	Paid by EFT # 44969		01/25/2022	01/25/2022	02/04/2022		02/04/2022	51.00
137 - Good Earth, LLC	20187	18- Fill Dirt for LSNP Shelter	Paid by EFT # 44969		01/25/2022	01/25/2022	02/04/2022		02/04/2022	51.00
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions	2		\$102.00
Program 184000 - Natural Resources Totals							Invoice Transactions	2		\$102.00
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
51447 - Discount Vacuum Center (Bell's Vacuum & Appliance)	2605	18 - TLRC Facility Institutional Supplies	Paid by EFT # 44953		01/25/2022	01/25/2022	02/04/2022		02/04/2022	81.80



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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	0401292-1	18 - TLRC Facility Institutional Supplies - urn scrn	Paid by EFT # 44966		01/25/2022	01/25/2022	02/04/2022		02/04/2022	32.95
9269 - Ferguson Facilities Supply, HP Products #3400	0402791	18 mop bucket & wringer yell	Paid by EFT # 44966		01/25/2022	01/25/2022	02/04/2022		02/04/2022	59.95
Account 52210 - Institutional Supplies Totals									Invoice Transactions 3	\$174.70
Account 52310 - Building Materials and Supplies										
294 - All-Phase Electric Supply, INC	0740-1006726	18-fluorscent lamps for TLRC	Paid by EFT # 44908		01/25/2022	01/25/2022	02/04/2022		02/04/2022	258.20
394 - Kleindorfer Hardware & Variety	701677	18-spray bottle, latch seat, wax ring	Paid by EFT # 44998		01/25/2022	01/25/2022	02/04/2022		02/04/2022	124.15
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	\$382.35
Account 53610 - Building Repairs										
53657 - Plymate, INC	3069259	18 - TLRC Entry Mat Service	Paid by EFT # 45023		01/25/2022	01/25/2022	02/04/2022		02/04/2022	81.62
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$81.62
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	075619410X22 0122	18-Satellite Service for TLRC	Paid by Check # 75114		01/25/2022	01/25/2022	02/04/2022		02/04/2022	228.98
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$228.98
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002868775	18-Landfill February TLRC	Paid by EFT # 45033		01/25/2022	01/25/2022	02/04/2022		02/04/2022	278.28
Account 53950 - Landfill Totals									Invoice Transactions 1	\$278.28
Program 185000 - Twin Lakes Recreation Center Totals									Invoice Transactions 8	\$1,145.93
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	012022	18-TLRC Fitness Specialist	Paid by EFT # 44917		01/25/2022	01/25/2022	02/04/2022		02/04/2022	250.00
7276 - Kaitlyn Clementi	012022	18-TLRC Fitness Specialist	Paid by EFT # 44947		01/25/2022	01/25/2022	02/04/2022		02/04/2022	45.00
7978 - Elizabeth Lee	011921	18-TLRC Fitness Specialist	Paid by EFT # 45003		01/25/2022	01/25/2022	02/04/2022		02/04/2022	62.50
7086 - Rivkah L Moore	012122	18-TLRC Fitness Specialist	Paid by EFT # 45009		01/25/2022	01/25/2022	02/04/2022		02/04/2022	437.50
5007 - Emeline P O'Connor	012022	18-TLRC Fitness Specialist	Paid by EFT # 45014		01/25/2022	01/25/2022	02/04/2022		02/04/2022	187.50
1973 - Megan M Stark	011722	18-TLRC Fitness Specialist	Paid by EFT # 45047		01/25/2022	01/25/2022	02/04/2022		02/04/2022	420.00
7440 - William Tuttle	012221	18-TLRC Fitness Specialist	Paid by EFT # 45059		01/25/2022	01/25/2022	02/04/2022		02/04/2022	275.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
7440 - William Tuttle	011922	18-TLRC Fitness Specialist	Paid by EFT # 45059		01/25/2022	01/25/2022	02/04/2022		02/04/2022	270.00
								Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 8	\$1,947.50
								Program 185002 - TLRC-Health & Wellness Totals	Invoice Transactions 8	\$1,947.50
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	167734	18 - TLRC Concession Item Sale	Paid by EFT # 44968		01/25/2022	01/25/2022	02/04/2022		02/04/2022	420.63
5819 - Synchrony Bank	2289	18 - TLRC Concession Item Sale	Paid by Check # 75132		01/25/2022	01/25/2022	02/04/2022		02/04/2022	97.62
5819 - Synchrony Bank	9121	18 - TLRC Concession Item	Paid by Check # 75132		01/25/2022	01/25/2022	02/04/2022		02/04/2022	383.88
								Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 3	\$902.13
Account 53650 - Other Repairs										
138 - Gooldy & Sons, INC	H 3815	18 - TLRC Kitchen Equipment Repairs	Paid by EFT # 44970		01/25/2022	01/25/2022	02/04/2022		02/04/2022	126.50
								Account 53650 - Other Repairs Totals	Invoice Transactions 1	\$126.50
Account 53990 - Other Services and Charges										
199 - Monroe County Government	1-10-2022 TLRC	18 - TLRC Concessions Food License	Paid by Check # 75125		01/25/2022	01/25/2022	02/04/2022		02/04/2022	165.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$165.00
								Program 185006 - TLRC-Concessions Totals	Invoice Transactions 5	\$1,193.63
Program 186500 - Community Events										
Account 52420 - Other Supplies										
4798 - Fun Express, LLC	714410736-01	18 - Stuffed penguins for event prizes	Paid by EFT # 44967		01/25/2022	01/25/2022	02/04/2022		02/04/2022	247.20
11693 - The Award Center, INC	60849	18- nametags	Paid by EFT # 45052		01/25/2022	01/25/2022	02/04/2022		02/04/2022	56.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$303.20
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22-#287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	40.84
								Account 53210 - Telephone Totals	Invoice Transactions 1	\$40.84
								Program 186500 - Community Events Totals	Invoice Transactions 3	\$344.04



Board of Park Commissioners Claim Register

Invoice Date Range 01/22/22 - 02/04/22

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 47240 - EBT Market Bucks										
6186 - Rachel Beyer (Mavourneen Farm)	2765	Market Bucks	Paid by EFT # 44925		01/25/2022	01/25/2022	02/04/2022		02/04/2022	42.00
6186 - Rachel Beyer (Mavourneen Farm)	2766	Market Bucks	Paid by EFT # 44925		01/25/2022	01/25/2022	02/04/2022		02/04/2022	123.00
Account 47240 - EBT Market Bucks Totals								Invoice Transactions	2	\$165.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-122	06-cell phone chgs 12/12/21-1/11/22-#287297421132X0119 2022	Paid by Check # 75105		01/25/2022	01/25/2022	02/04/2022		02/04/2022	70.08
Account 53210 - Telephone Totals								Invoice Transactions	1	\$70.08
Program 186503 - Community Events-Farmers' Market Totals								Invoice Transactions	3	\$235.08
Department 18 - Parks & Recreation Totals								Invoice Transactions	33	\$6,073.17
Fund 201 - Parks and Rec Non Reverting Totals								Invoice Transactions	33	\$6,073.17
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
5641 - AZTEC Engineering Group, INC	201016	18- Duke Power Line Trail Design	Paid by EFT # 44914		01/25/2022	01/25/2022	02/04/2022		02/04/2022	10,000.00
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$10,000.00
Program 18018A - 7th St Green Way, RCA Power Line Totals								Invoice Transactions	1	\$10,000.00
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
3444 - Rundell Ernstberger Associates, INC	2021-1620-07	18- Construction Inspection for Cascades Trail and Streambank	Paid by EFT # 45039		01/25/2022	01/25/2022	02/04/2022		02/04/2022	6,052.84
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$6,052.84
Program 18018B - Griffy Loop Trail Lower Cascades Totals								Invoice Transactions	1	\$6,052.84
Department 18 - Parks & Recreation Totals								Invoice Transactions	2	\$16,052.84
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals								Invoice Transactions	2	\$16,052.84
Grand Totals								Invoice Transactions	118	\$68,292.78

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/04/22	Claims				\$68,292.78
					<u>\$68,292.78</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$68,292.78 2/4/2022

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
2/11/2022	Payroll				132,525.17
					<u>132,525.17</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 \$ 132,525.17

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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 _____

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2021	2021	2021	2021	2022	2022	2022	
January	Total	Expenses	Expenses	% of Expense	Total	Expenses	% of Expenses	
	<u>Expense</u>	as of	as of	Spent	<u>Expense</u>	as of	Spent	%
	<u>Budget</u>	<u>December</u>	<u>January</u>	<u>to date</u>	<u>Budget</u>	<u>January</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	717,168	759,357	183,003	24.10%	813,903	31,345	3.85%	-82.87%
Health & Wellness	86,927	85,291	9,400	11.02%	94,977	1,063	1.12%	-88.70%
Community Relations	498,198	425,810	51,383	12.07%	510,923	15,107	10.06%	-70.60%
Aquatics	293,257	346,262	2,282	0.66%	424,371	4,550	1.07%	99.40%
Frank Southern Center	369,516	298,585	28,081	9.40%	387,393	38,332	9.89%	36.50%
Golf Services	720,425	720,027	38,693	5.37%	833,792	26,046	3.12%	-32.69%
Natural Resources	390,401	354,656	17,934	5.06%	420,230	10,925	2.60%	-39.08%
Youth Programs	73,773	70,670	8,521	12.06%	77,162	3,935	5.10%	-53.82%
TLRC	278,629	277,365	29,941	10.79%	305,962	17,918	5.86%	-40.16%
Community Events	418,379	399,752	43,928	10.99%	576,608	21,920	3.80%	-50.10%
Adult Sports	244,078	246,990	15,412	6.24%	325,324	8,909	2.74%	-42.20%
Youth Sports	231,548	283,170	16,491	5.82%	310,858	10,288	3.31%	-37.62%
BBCC	419,321	340,689	42,165	12.38%	434,110	13,904	3.20%	-67.03%
Inclusive Recreation	89,535	75,170	5,702	7.59%	92,832	4,272	4.60%	-25.09%
Operations	1,865,916	1,750,670	138,303	7.90%	1,757,328	79,492	4.52%	-42.52%
Switchyard Property	410,662	423,326	18,806	4.44%	676,749	24,675	3.65%	31.21%
Landscaping	654,879	571,940	43,802	7.66%	886,913	35,971	4.06%	-17.88%
Cemeteries	214,404	194,503	19,200	9.87%	398,487	14,340	3.60%	-25.31%
Urban Forestry	501,313	394,933	36,470	9.23%	530,277	11,987	2.26%	-67.13%
Recover Forward	0	0	0	0.00%	0	0	0.00%	0.00%
General Fund total:	8,478,330	8,019,168	749,517	9.35%	9,858,200	374,977	3.80%	-49.97%
Non-Reverting Fund								
Administration	18,550	7,167	2,189	30.54%	12,800	0	0.00%	-100.00%
Health & Wellness	2,450	4,789		0.00%	4,005	0	0.00%	0.00%
Community Relations	5,350	720	0	0.00%	5,350	0	0.00%	0.00%
Aquatics	55,544	37,873	0	0.00%	57,518	322	0.56%	0.00%
Frank Southern Center	87,669	42,037	3,177	7.56%	88,282	6,966	7.89%	119.27%
Golf Services	126,758	147,617	748	0.51%	136,759	183	0.13%	0.00%
Natural Resources	70,610	24,037	0	0.00%	81,710	0	0.00%	0.00%
Youth Programs	214,782	121,851	1,697	1.39%	69,137	1,382	2.00%	-18.59%
*TLRC - day to day	633,489	468,075	15,928	3.40%	555,814	26,548	4.78%	66.67%
Community Events	216,119	163,645	7,435	4.54%	226,836	6,525	2.88%	-12.24%
Adult Sports	135,504	82,919	800	0.96%	78,515	280	0.36%	-65.06%
Youth Sports	9,578	8,563	908	10.61%	9,791	559	5.71%	-38.44%
BBCC	2,560	6,731	0	0.00%	2,560	0	0.00%	0.00%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	46,110	83,807	25	0.03%	141,758	10,000	7.05%	40500.89%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,672	24,964	4,044	16.20%	27,558	456	1.66%	-88.71%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	6,350	2,320	0	0.00%	12,650	0	0.00%	0.00%
N-R Fund subtotal:	1,659,093	1,227,117	36,951	3.01%	1,511,043	53,221	3.52%	44.03%
TLRC - bond	474,100	474,013	236,306	49.85%	474,212	239,006	50.40%	1.14%
N-R Fund total:	2,133,193	1,701,129	273,258	16.06%	1,985,255	292,227	14.72%	6.94%
Other Misc Funds								

16-17 MCCS 21st com l							
17-18 MCCSC 21st Com Learn							
18-19 MCCSC 21st Com Learn		136					
19-20 MCCSC 21st Com Learn	2,079						
20-21 MCCSC 21st Com Learn	16,065	1,503					
2021 MCCSC 21st Grant	8,162				3,144		
Community Banneker Bus							
G14006 Out-of School Prg.							
G15008 Summer Food	11,115	12,898					
G15009 Nature Days S/Star							
Griffy Lake Nature Day		2,336					
Wapehani I-69 Mitigation							
Leonard Springs Nature		3,806					
Banneker Nature Day		3,109					
NRPA Nutrition Hub		19,692					
Kaboom Play							
Youth & Adolescent Phy Act		8,004					
Goat Farm							
Giffy LARE		5,499					
Deer Cull		25,000					
Banneker ROI		13,979	1,307				
Other Misc Funds total:	11,115	120,627	2,946	2.44%	0	3,144	
TOTAL ALL FUNDS	10,622,638	9,537,723	1,025,720	10.75%	11,843,455	670,348	5.66% -34.65%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues January 2022								
	2021	2021	2021	2021	2022	2022	2022	
	Projected	Revenue	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	as of	as of	Collected	Revenue	as of	Collected	%
	<u>for year</u>	<u>December</u>	<u>January</u>	<u>to date</u>	<u>for year</u>	<u>January</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,540,158	7,742,919	0	0.00%	6,542,219	0	0.00%	0.00%
Administration	500	388	83	21.47%	500	0	0.00%	-100.00%
Community Relations	0	0		0.00%	0	0	0.00%	0.00%
Aquatics	186,600	168,091		0.00%	181,000	0	0.00%	0.00%
Frank Southern	215,100	105,137	9,293	8.84%	213,000	40,519	19.02%	336.02%
Golf Services	572,000	854,919	1,417	0.17%	699,000	-513	-0.07%	-136.24%
Natural Resources	0	45	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	12,900	5,908	15	0.05%	13,500	150	1.11%	900.00%
Adult Sports	48,500	30,600	0	0.00%	16,000	0	0.00%	0.00%
Youth Sports	39,800	32,909	-163	-0.50%	25,500	36	0.14%	-122.03%
BBCC	15,000	15,789	2,208	13.99%	15,000	317	2.11%	-85.66%
Operations	0	0	0	0.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	28,150	41,725	3,450	8.27%	35,000	2,100	6.00%	-39.13%
Urban Forestry	0	75	0	0.00%	0	0	0.00%	0.00%
Recover Forward	0	0	0	0.00%	0	0	0.00%	0.00%
Subtotal Program Rev	1,118,550	1,255,585	16,303	1.30%	1,198,500	42,609	3.56%	161.36%
General Fund Total	7,658,708	8,998,503	16,303	0.18%	7,740,719	42,609	0.55%	161.36%
Non-Reverting Fund								
Administration	35,600	22,699	76	0.33%	35,600	7,872	22.11%	10325.96%
Health & Wellness	3,250	4,744	0	0.00%	6,450	98	1.52%	0.00%
Community Relations	5,400	2,822	0	0.00%	3,000	1,200	40.00%	0.00%
Aquatics	85,503	84,190	0	0.00%	80,000	0	0.00%	0.00%
Frank Southern	102,200	54,299	-504	-0.93%	91,300	9,889	10.83%	-2064.01%
Golf Services	149,300	233,894	152	0.06%	163,000	-1,170	-0.72%	-871.63%
Natural Resources	71,400	49,369	177	0.36%	71,400	149	0.21%	-15.86%
Youth Programs	246,740	141,789	323	0.23%	163,500	982	0.60%	203.87%
*TLRC -Operational	730,428	596,325	24,042	4.03%	599,625	83,366	13.90%	246.75%
Community Events	192,459	130,293	2,639	2.03%	139,740	2,870	2.05%	8.76%
Adult Sports	138,300	94,849	1,635	1.72%	54,500	-3	0.00%	-100.16%
Youth Sports	3,502	7,520	0	0.00%	8,000	0	0.00%	0.00%
BBCC	7,600	9,571	634	6.62%	7,600	443	5.83%	-30.14%
Operations	68,900	131,747	2,025	1.54%	68,900	5,210	7.56%	157.32%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard	31,500	51,346	900	1.75%	41,500	3,325	8.01%	269.45%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,500	9,875	0	0.00%	14,600	0	0.00%	0.00%
N-R Fund subtotal:	1,881,982	1,625,332	32,097	1.97%	1,549,115	114,230	7.37%	255.88%
Other Misc Funds								

G18-19 MCCSC 21st Cor	30,000							
G19-20 MCCSC 21st Cor	14,210							
G20-21 MCCSC 21st		13,840						
G21 MCCSC 21st		9,162						
G14009 Summer Food G	27,864	11,631						
Communit Banneker Bus	45,000							
Kaboom Play Everywhere								
NRPA Nutrition Hub		35,000						
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt		5,499						
G15008 Leonard Spring		12,245						
G15009 Griffy Nature Days		2,231						
(902) Rose Hill Trust		120	10			10		
Banneker ROI								
Banneker Nature Days		3,109						
Yth & Adolescent Phy Act	8,000	8,467						
Nature Days Star								
2019 Deer Cull IN DNR C	25,000	25,000	25,000					
Other Misc Funds total:	150,074	126,305	25,010		0	10		
TOTAL ALL FUNDS	9,690,764	10,750,140	73,411	0.68%	9,289,834	156,849	1.69%	113.66%

Non-Reverting Cash B	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
	1/1/2022	1/31/2022	revenue	1/31/2022	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	278,693.84	7,871.60		0.00		7,871.60	286,565.44
Health & Wellness	14,839.13	98.00		0.00		98.00	14,937.13
Community Relations	36,781.63	1,200.00		0.00		1,200.00	37,981.63
Aquatics	358,145.31	0.00		322.10		(322.10)	357,823.21
Frank Southern Center	157,882.22	9,888.81		6,966.02		2,922.79	160,805.01
Golf Course	248,428.81	(1,169.72)		183.00		(1,352.72)	247,076.09
Natural Resources	354,568.40	148.50		0.00		148.50	354,716.90
Allison Jukebox	310,130.67	981.50		1,381.55		(400.05)	309,730.62
TLRC	(2,679,828.93)	75,732.66		265,553.85		(189,821.19)	(2,869,650.12)
TLRC Reserve	730,333.74	7,633.09		0.00		7,633.09	737,966.83
Community Events	510,539.99	2,870.10		6,525.25		(3,655.15)	506,884.84
Adult Sports	14,181.56	(2.63)		279.58		(282.21)	13,899.35
Youth Sports	5,155.50	0.00		559.16		(559.16)	4,596.34
Skate Park	575.42	0		0.00		0.00	575.42
Benjamin Banneker Cor	67,391.42	442.80		0.00		442.80	67,834.22
Childcare Program	(1,399.03)	0.00		0.00		0.00	(1,399.03)
Operations	242,465.81	5,210.16		10,000.00		(4,789.84)	237,675.97
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	250,311.69	3,325.05		456.47		2,868.58	253,180.27
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	36,031.73	0.00		0.00		0.00	36,031.73
Change Fund	0.00	0.00				0.00	0.00
Deposits	0.00	0.00				0.00	0.00
TOTALS	956,174.06	114,229.92	0.00	292,226.98	0.00	(177,997.06)	778,177.00
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds							(177,997.06)
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.							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
01/04/2022	1970705	6	AR	150301_G	Grade 6 Boys (150301-G)	Refund Now	grabowsm	85.00	0.00	85.00
01/04/2022	1970707	6	FR	COURT_TLRC_c	Court 3 on 12/29/2021 at 6:00pm to	Refund Now	grabowsm	60.00	0.00	60.00
01/04/2022	1970710	6	AR	150301_F	Grade 5 Boys (150301-F)	Refund Now	grabowsm	85.00	0.00	85.00
01/04/2022	1970760	4	AR	165206_A	Small Garden Planning & Design (16	Refund Now	PHILBECE	9.00	0.00	9.00
01/04/2022	1970765	4	AR	165206_A	Small Garden Planning & Design (16	Refund Now	PHILBECE	9.00	0.00	9.00
01/04/2022	1970767	4	AR	165206_A	Small Garden Planning & Design (16	Refund Now	PHILBECE	11.00	0.00	11.00
01/05/2022	1971111	6	AR	150301_F	Grade 5 Boys (150301-F)	Refund Now	grabowsm	85.00	0.00	85.00
01/05/2022	1971112	6	AR	150301_A	Grade K (150301-A)	Refund Now	grabowsm	85.00	0.00	85.00
01/05/2022	1971114	6	AR	150302_A	7-8 Grade Girls (150302-A)	Refund Now	grabowsm	85.00	0.00	85.00
01/05/2022	1971116	6	AR	150302_A	7-8 Grade Girls (150302-A)	Refund Now	grabowsm	85.00	0.00	85.00
01/05/2022	1971117	6	AR	150302_A	7-8 Grade Girls (150302-A)	Refund Now	grabowsm	85.00	0.00	85.00
01/06/2022	1971333	6	AR	325005_A	The Skating School - Level 1 (325005	Refund Now	grabowsm	70.00	0.00	70.00
01/06/2022	1971347	6	AR	150301_E	Grade 4 Boys (150301-E)	Refund Now	grabowsm	85.00	0.00	85.00
01/07/2022	1971618	6	AR	125005_D	Level 1 (125005-D)	Refund Now	grabowsm	90.00	0.00	90.00
01/07/2022	1971618	6	AR	125005_E	Level 1 (125005-E)	Refund Now	grabowsm	90.00	0.00	90.00
01/07/2022	1971619	6	AR	125006_B	Level 2 (125006-B)	Refund Now	grabowsm	70.00	0.00	70.00
01/07/2022	1971619	6	AR	125006_C	Level 2 (125006-C)	Refund Now	grabowsm	90.00	0.00	90.00
01/10/2022	1973164	6	AR	125010_B	Level 6 (125010-B)	Refund Now	grabowsm	90.00	0.00	90.00
01/12/2022	1974068	6	FR	COURT_TLRC_c	Court 2 on 02/19/2022 at 3:00pm to	Refund Now	grabowsm	60.00	0.00	60.00
01/12/2022	1974068	6	FR	ROOMS_TLRC_	TLRC Party Room on 02/19/2022 at	Refund Now	grabowsm	80.00	0.00	80.00
01/12/2022	1974069	6	FR	COURT_TLRC_C	Court 1 on 01/15/2022 at 8:00pm to	Refund Now	grabowsm	60.00	0.00	60.00
01/12/2022	1974069	6	FR	COURT_TLRC_c	Court 2 on 01/15/2022 at 8:00pm to	Refund Now	grabowsm	60.00	0.00	60.00
01/12/2022	1974070	6	FR	COURT_TLRC_c	Court 2 on 01/29/2022 at 1:00pm to	Refund Now	grabowsm	90.00	0.00	90.00
01/12/2022	1974070	6	FR	ROOMS_TLRC_	TLRC Party Room on 01/29/2022 at	Refund Now	grabowsm	105.00	0.00	105.00
01/12/2022	1974157	6	PM	TL-AD-1M	TL ADLT 1M PIF (31237)	Refund Now	grabowsm	40.00	0.00	40.00
01/13/2022	1974403	6	AR	125009_C	Level 5 (125009-C)	Refund Now	grabowsm	78.25	0.00	78.25
01/19/2022	1976910	6	FR	GOLFC_GOLFC_	Cascades Banquet Room on 07/02/2	Refund Now	grabowsm	200.00	0.00	200.00
01/19/2022	1976911	6	AR	150301_A	Grade K (150301-A)	Refund Now	grabowsm	67.00	0.00	67.00
01/21/2022	1977503	6	FR	Turf_TLRC_Turf	Turf on 01/15/2022 at 5:00pm to 7:0	Refund Now	grabowsm	200.00	0.00	200.00
01/21/2022	1977505	6	FR	GOLFC_GOLFC_	Cascades Banquet Room on 04/17/2	Refund Now	grabowsm	100.00	0.00	100.00
01/21/2022	1977580	6	AR	150301_D	Grade 3 (150301-D)	Refund Now	grabowsm	67.00	0.00	67.00
01/21/2022	1977586	6	PSS	5250	FSC Rental (5250)	Refund Now	grabowsm	632.50	0.00	632.50
01/26/2022	1980893	6	PM	TL-AD-1M	TL ADLT 1M PIF (31353)	Refund Now	grabowsm	23.00	0.00	23.00
01/28/2022	1981738	6	FR	COURT_TLRC_c	Court 2 on 02/06/2022 at 6:30pm to	Refund Now	grabowsm	90.00	0.00	90.00

Report Summary Totals

Refund Listing Report**Report Summary Totals Continued...**

Total Refund Records:	34
Total Fees Refunded:	3,221.75
Total Tax Refunded:	0.00
Total Amount Refunded:	3,221.75

Refund Listing Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

Output Template:	VSI - Refund Listing Report
Output Type:	Detail
Preview Report:	yes
PDF:	Yes
Print Selection Criteria:	Yes
CSV Summary Option:	Raw Data

REPORT SPECIFIC CRITERIA

Refund Type:	Refund Now
Begin Service Item:	
Begin League:	
Begin Locker:	
Begin Trip:	
Begin Activity Section:	
Begin Pass:	
Begin Rental Item Code:	
Begin Inventory Item:	
Begin Ticket:	
Begin Facility:	
Begin Refund Date:	01/01/2022 - Actual Date 01/01/2022
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	01/31/2022 - Actual Date 01/31/2022
End Trip:	<u>ZZZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Service Item:	<u>ZZZZZZZZZZ</u>
End Locker:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	500

Bloomington Parks and Recreation Surplus Declaration Form

2022 Month

2022 Month

[illegible]



STAFF REPORT

Agenda Item: A-7
Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: February 22, 2022
SUBJECT: SERVICE AGREEMENT WITH BAKER STONE WORK FOR WALL REPAIRS
AT ROSE HILL CEMETERY

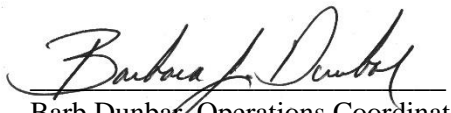
Recommendation

Staff recommends approval of this Service Agreement with Baker Stone Work to perform masonry repairs and tuck point work to the perimeter and interior walls at Rose Hill Cemetery. Funding Source: 200-18-189501-53990. Amount not to exceed \$5,000.

Background

This is an annual contract/service agreement that the Department has utilized for many years which serves to make necessary structural repairs and improvements to the stone work at Rose Hill Cemetery. These ongoing repairs are crucial for the preservation of the wall and its future existence allowing it to remain as a viable piece of history in the Bloomington community.

RESPECTFULLY SUBMITTED,


Barb Dunbar, Operations Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BAKER STONE WORK**

This Agreement, entered into on this 22 day of February, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Baker Stone Work ("Contractor").

Article 1. Scope of Services Contractor shall provide stone masonry repairs to the exterior and interior walls of Rose Hill Cemetery. 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 Five Thousand Dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: 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 according to the following schedule:
Services will be provided 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/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"). 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 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: Baker Stone Work.** 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

BAKER STONE WORK

Beth Cate, Corporation Counsel

Charley Nelson, 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 Baker Stone Work.
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 _____, 2022.

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 _____, 2022.

Baker Stone Work

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 _____, 2022.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



STAFF REPORT

Agenda Item: A-8

Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: February 11, 2022
SUBJECT: REVIEW/APPROVAL OF SIX (6) SERVICE AGREEMENTS FOR 2022

Recommendation

Staff recommends approval of these six (6) service agreements. These service agreements will come out of regular general fund budgets or non-reverting budgets depending on which facility the service is needed. The six (6) are as follows:

Keller Heating & Air Conditioning, Inc. – Repair of HVAC systems.
Young Plumbing & Mechanical, Inc. – Repair of plumbing systems.
Steve's Welding – Welding repair.
Spear Corporation – Aquatic mechanical, electrical, and plumbing systems.
Styner Sports Training Inc. – Paints and diagrams arena ice during installation.
Hawkins-Bailey Warehouse – Provides repair and maintenance to custodial equipment.

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, building or real property; the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

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

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Keller Heating & Air Conditioning, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide heating and air conditioning service and repair ("Services"). Contractor shall diligently provide the Services under this Agreement at an hourly rate of one hundred twenty one dollars (\$121.00) per hour plus materials Monday-Friday 8am-4:30pm and all other times for an after hour rate of one hundred eighty one dollars and fifty cents (181.50) plus materials. Contractor shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 30, 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 Hsiung Marler as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars and zero cents \$5,000.00. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Prior to December 30, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Hsiung Marler, 401 N. Morton, Bloomington, IN 47402. **Contractor: Keller Heating & Air Conditioning Inc., 318 North Rogers Street, Bloomington, IN 47404.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Keller Heating & Air Conditioning, Inc.

Beth Cate, Corporation Counsel

Name of Signatory, Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Keller Heating & Air Conditioning, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

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

This Agreement, entered into on this ____ day of ____, 20____, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Young Plumbing & Mechanical, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide heating and air conditioning service and repair ("Services"). Contractor shall diligently provide the Services under this Agreement at an hourly rate of one hundred dollars (\$100.00) per hour for one person or one hundred seventy five dollars (\$175.00) for a two-person job plus materials Monday-Friday 8am-4:30pm and all other times for an after hour rate of one hundred fifty dollars (150.00) one-person and two hundred sixty two dollars and fifty two cents (\$262.50) for a two-person job plus materials. Contractor shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 30, 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 Hsiung Marler as the Department's Project Manager.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars and zero cents \$5,000.00. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: City of Bloomington, ATTN: Hsiung Marler, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Prior to December 30, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Hsiung Marler, 401 N. Morton, Suite 250, Bloomington, IN 47402.

Contractor: Keller Heating & Air Conditioning Inc., 318 North Rogers Street, Bloomington, IN 47404.

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

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

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

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

YOUNG PLUMBING & MECHANICAL, INC.

Name of Signatory, Title

Date

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Young Plumbing & Mechanical, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

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

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

Article 1. Scope of Services Consultant shall provide the Services: Consultant will perform welding repairs at City park properties and facilities ("Services") at an hourly rate of Sixty Five Dollars (\$65.00), with a minimum of one (1) hour charge plus materials. Consultant shall provide the Services for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours rate of Ninety Six Dollars (\$96.00), with a minimum of one (1) hour charge plus materials. Parks Department would give Consultant at least two (2) working days' notice on repair. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before Friday, December 30, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related and desirable, including primary coordination with Hsiung Marler for Frank Southern Ice Arena, Switchyard Park, or Twin Lakes Sports Park; Aaron Craig for Lower Cascades Golf Course; Dee Tuttle for Bryan Park Pool, Mills Pool, Winslow Sports Park, or Olcott Park; Daren Eads for Twin Lakes Recreation Center as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below: Department: City of Bloomington, ATTN: Hsiung Marler for Frank Southern Ice Arena, Switchyard Park, or Twin Lakes Sports Park; Aaron Craig for Lower Cascades Golf Course; Dee Tuttle for Bryan Park Pool, Mills Pool, Winslow Sports Park, or Olcott Park; Daren Eadsfor Twin Lakes Recreation Center; 401 N. Morton, Bloomington, Suite 250, IN 47404. Consultant: Steve's Welding 5239, 2507 W 3rd St, Bloomington, IN 47402. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

STEVE'S WELDING

Beth Cate, Corporation Counsel

Name of Signatory, Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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.

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 _____, 2022.

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 _____, 2022.

Steve's Welding

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

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
SPEAR CORPORATION**

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Spear Corporation ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace pool pumps and pool equipment at City park properties and facilities at an hourly rate of One Hundred and Twenty Five Dollars (\$125.00) plus materials. Consultant shall provide the Services for a set price per hour Monday – Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Eighty Seven Dollars and 50/100 (\$187.50) plus materials. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate One Hundred Eighty Seven Dollars and 50/100 (\$187.50) and a Holiday hourly rate of Two Hundred Fifty Dollars (\$250.00) plus materials. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Dee Tuttle and/or Don Fodriell as the Department's Project Manager.

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

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

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

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

Article 6. Schedule Contractor shall perform the Services 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"). 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 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability

Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Dee Tuttle 401 N. Morton, Bloomington, IN 47402. **Contractor:** Spear Corporation, Attn: Mike Shepherd, 12966 N County Road 50 W, Roachdale, IN 46172. 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

SPEAR CORPORATION

Beth Cate, Corporation Counsel

Mike Shepherd, Vice President Sales/Service

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

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 _____, 2022.

Spear Corporation

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

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

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

Article 1. Scope of Services Contractor shall provide ice painting services ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 30, 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 Hsiung Marler as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed five thousand dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: City of Bloomington, ATTN: Hsiung Marler, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

No later than December 30, 2022. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below: Department: City of Bloomington, Attn: Hsiung Marler, 401 N. Morton, Suite 250, Bloomington, IN 47402. Contractor: Styner Sports Training, 2626 East 57th Street, Indianapolis, IN 46220.

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

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

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

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

STYNER SPORTS TRAINING

Name of Signatory, Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)

)SS:

COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)

)SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Styner Sports Training

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
HAWKINS-BAILEY WAREHOUSE**

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Hawkins-Bailey Warehouse. ("Contractor").

Article 1. Scope of Services Contractor shall perform custodial equipment repair services at City park properties and facilities. 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 Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; Aaron Craig for Cascades Golf Course; and Dee Tuttle for Frank Southern Center, Pools and Winslow Sports Complex as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

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

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

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

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

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

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

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

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

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

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department.

Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; Aaron Craig for Cascades Golf Course; and Dee Tuttle for Frank Southern Center, Pools and Winslow Sports Complex, 401 N. Morton, Suite 250, Bloomington, IN 47404. **Contractor:** Hawkins-Bailey Warehouse, 1101 12th Street, Bedford, IN 47421. 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

Beth Cate, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

HAWKINS-BAILEY WAREHOUSE

Signature

Printed Name and Title

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

- Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Hawkins-Bailey Warehouse

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: A-9
Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Mark Marotz, Operations Superintendent
DATE: February 22, 2022
SUBJECT: SUNSET HILL FENCE CO CONTRACT FOR BUILDING TRADES PARK
FENCE REPAIRS

Recommendation

Staff recommends a contract with Sunset Hill Fence Co LLC in the amount of \$455.00. The funding source is 176-18-G21005-53990.

Background

A portion of an eight foot black chain link fence panel on the east property line of Building Trades Park has been cut and damaged. This section will be repaired by installing a new section of chain link fencing. Sunset Hill Fence Company has the expertise and parts needed to complete this repair.

RESPECTFULLY SUBMITTED,

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

Mark Marotz Operations Superintendent

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

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and _____ ("Contractor").

Article 1. Scope of Services Contractor shall replace approximately 4 feet of an 8 foot section of fence that has been damaged along the eastern property line of Building Trades Park ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before April 29, 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 Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four hundred fifty-five dollars (\$455.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Attn 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 according to the following schedule: Work may begin on or after February 28, 2022 and shall be completed by April 29 2022.

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"). 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 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: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Sunset Hill Fence Co LLC (Tony Sowder). 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

Sunset Hill Fence Co LLC

Beth Cate, Corporation Counsel

Tony Sowder

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

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 _____, 2022.

Sunset Hill Fence Co 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 _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-10

Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February 22, 2022
SUBJECT: REVIEW AND APPROVAL OF THE 2022 A FAIR OF THE ARTS EXHIBITOR AGREEMENT TEMPLATE

Recommendation

Staff recommends the approval of the 2022 A Fair of the Arts Exhibitor Agreement Template and Exhibitor Information for the 2022 A Fair of the Arts season to be held May through October at the Showers Complex Commons and Switchyard Park. Exhibitor booth fees will be \$35.00 per booth space for the Tuesday fairs and \$55.00 per booth space for the Saturday fairs. Booth fees to be deposited in account line 200-18-186500-43270.

Background

This is an agreement between the participating artist vendors and the City of Bloomington Parks and Recreation Department detailing the expectations and policies for both parties during the duration of A Fair of the Arts. A Fair of the Arts is an arts and fine crafts fair that will be held in conjunction with the Bloomington Community Farmers' Market on the second Saturday of each month, May through October, and in conjunction with the Tuesday Farmers' Market the second Tuesday of each month, June through September. Several changes have been made to this year's agreement. Changes include moving the location of the event on Saturdays back to the Showers Complex Commons, pricing levels, cancellation policy, etc.

RESPECTFULLY SUBMITTED,

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

Crystal Ritter, Community Events Coordinator

A Fair of the Arts 202~~20~~ **EXHIBITOR AGREEMENT**

In consideration of the privilege to participate in A Fair of the Arts (“Fair”) for 202~~20~~, the City of Bloomington (“City”), and the undersigned exhibitor(s) (“Exhibitor”), agree to the following, and to the accompanying Fair Information, which is attached to and incorporated into this Agreement by reference as Appendix A.

1. ADMINISTRATION

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

2. ELIGIBILITY OF EXHIBITORS

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

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

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

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

3. WORKS PERMITTED FOR EXHIBITION AND SALE

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

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

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

4. REGISTRATION TO EXHIBIT AND SELL

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

5. CANCELLATION AND NO SHOWS

Any Exhibitor who cancels must notify the City in writing. -Cancellations received in writing at least ~~fourteen~~thirty (~~14~~30) days prior to the Fair will receive a refund, less a \$15.00 administrative fee. -Cancellations received with less than ~~fourteen~~thirty (~~14~~30) days prior to the Fair will not receive a refund. -An Exhibitor's absence without prior notification will be taken into consideration when determining entrance into future fairs. There is no indoor rain location for the Tuesday art fairs and the Saturday art fairs. Each Exhibitor is responsible for providing his/her own protection from the elements for work, and display of materials. -There will be no refund of fees because of undesirable weather.

6. GIFT CERTIFICATE PROGRAM

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

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

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

7. APPROVED WAITLIST EXHIBITORS

Exhibitors whose applications are submitted by the original due date and are selected to participate in at least one Fair will be considered "APPROVED WAITLIST EXHIBITORS." On Fair dates which Approved Waitlist Exhibitors are not scheduled to participate, Approved Waitlist Exhibitors will be accepted on a first come, first serve basis in the event that a confirmed Exhibitor is not at the Fair by 3:00 p.m. on Tuesdays and 7:00 a.m. on Saturdays.~~AM.~~

Approved Waitlist Exhibitors must check in with the Fair On-Site Supervisor immediately upon arriving at the Fair and then wait for further instruction. -Approved Waitlist Exhibitors may arrive anytime between 2:45 p.m. and 3:45 p.m. on Tuesdays and 6:45 AM~~a.m.~~ and 7:45

AMa.m. on Saturdays (7:45 a.m. and 8:45 a.m. in October), and are not guaranteed a spot at the Fair. If a spot should become available, payment of the Thirty Five Dollars (\$35.00) on Tuesdays and Sixty-Fifty Five Dollars (\$55.00) on Saturdays booth space rental fee is due immediately, before the Exhibitor will be allowed to set up display.

8. EQUIPMENT AND SUPPLIES

The City will provide each Exhibitor one (1), 10' x 10', booth space. Each Exhibitor must supply the Exhibitor's own tables, chairs, and other display equipment. -Exhibitors are required to provide a tent and four (4) proper tent weights. -Tents are supplied by the Exhibitor, who is solely responsible for damages or personal injury resulting from the use thereof. Electricity is NOT available on Showers Commons Plaza, 401 N. Morton Street.

9. PROPERTY MAINTENANCE AND UTILIZATION

Fair hours are 8:00 a.m.AM until 1:00 p.m.PM (9:00 a.m.AM until 1:00 p.m.-PM in October) for the Saturday fairs and are 4:00 p.m. until 7:00 p.m. for the Tuesday fairs.- **The Exhibitor must have display set-up completed and be ready to sell by 7:00 AM-a.m. (8:00 AM-a.m. in October) for the Saturday fairs and 3:30 p.m. for the Tuesday fairs or attendance points will not be counted and rights to guaranteed booth space will be forfeited. -The Exhibitor may not begin to tear down his/her display until 1:00 PMp.m. on Saturdays and 7:00 p.m. on Tuesdays. The Exhibitor must vacate the premises by 3:00 p.m. on Saturdays and 9:00 p.m. PM on Tuesdays and remove all personal items and equipment. Exhibitors must clean litter and debris before leaving or be subject to a garbage removal fee of One Hundred Dollars (\$100.00).**

10. CITY'S REMEDIES FOR BREACH

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

11. COVENANT NOT TO SUE

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

12. TERMINATION

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

13. INDEMNIFICATION

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

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

EXHIBITOR COPY

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

(Additional Exhibitors)

Print mailing address(es)

Exhibitors' phone number(s) _____

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

Primary Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Paula McDevitt, Director, Parks & Recreation Department Date

~~Philippa M. Guthrie~~ Beth Cate, Corporation Counsel Date

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

Yes _____ No _____

Initial one: Exhibitor chooses to participate in the Gift Certificate Program _____
Exhibitor chooses NOT to participate in the Gift Certificate Program _____

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

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

(Additional Exhibitors)

Print mailing address(es)

Exhibitors' phone number(s)

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

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

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

Paula McDevitt, Director, Parks & Recreation Department	Date
---	------

Philippa M. Guthrie Beth Cate, Corporation Counsel	Date
---	------

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

Yes _____ No _____

Initial one:	Exhibitor chooses to participate in the Gift Certificate Program	_____
	Exhibitor chooses NOT to participate in the Gift Certificate Program	_____

A FAIR OF THE ARTS 202~~22~~ EXHIBITOR INFORMATION

Appendix A

FAIR DATES AND HOURS

A Fair of the Arts will take place on the second Saturday of every month, May through October (May 14, June 11, July 9, August 13, September 10, and October 8) at Showers Plaza, an outdoor festival site adjacent to Bloomington's City Hall. A Fair of the Arts is held from 8:00 a.m. to 2:00 p.m. May through September and from 9:00 a.m. to 2:00 p.m. in October. A Fair of the Arts will also be held the second Tuesday of each month, June through September, at Switchyard Park in conjunction with the weekly Tuesday Market hosted by the Bloomington Community Farmers' Market at Switchyard Park from 4:00p.m. to 7:00 p.m. every other Tuesday, June through September: June 15th, June 29th, July 13th, July 27th, August 10th, August 24th, September 7th, September 21st from 4:00 p.m. to 7:00 p.m. and the third Friday of every month, July through October: July 16th, August 20th, September 17th, and October 15th from 5:00 p.m. to 8:00 p.m. at Switchyard Park.

FAIR SITE

A Fair of the Arts takes place outdoors on Showers ~~Civic~~ Plaza at 401 North Morton Street in Bloomington, Indiana, (adjacent to the Showers Building, between Eighth and Ninth Streets and The City of Bloomington City Hall building). Booth spaces will be located both on the brick plaza and in the Bloomington City Hall parking lot.

A Fair of the Arts at the Tuesday Market takes place outdoors on the Pavilion Lawn at Switchyard Park. Switchyard Park is located at 1601 S. Rogers Street in Bloomington. The Tuesday Fairs will take place outdoors on the Pavilion Lawn at Switchyard Park in conjunction with the Bloomington Community Farmers' Market's Tuesday Market. The Friday Fairs will take place indoors in the Pavilion building at Switchyard Park. Switchyard Park is located at 1601 S. Rogers Street, Bloomington, IN 47403.

CONTRACT

All Exhibitors selling at A Fair of the Arts are required to sign the 202~~24~~ A Fair of the Arts Exhibitor Agreement in advance of selling at any fair. -Spaces will not be secured until payment and contracts have been received. -The information on the contract is public record.

SELECTION OF ARTIST~~S~~ FOR A FAIR

Artists are selected through a jury process. The jury will be composed of local individuals who have a vested interest in A Fair of the Arts and/or the local arts. The jury will score and select artists using the applications and photos submitted by artists through the 2022 A Fair of the Arts application.

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

1. **Product Guidelines** - Work meets guidelines established in contract (see contract section 3 "Works Permitted for Exhibition and Sale"). All works must be created by the exhibitor.
2. **Style of Work** - Applications will be divided into 10 categories (clay, drawing/painting/photography, fiber arts, glass, jewelry, metalwork/woodwork,

- natural materials, recycled arts, surface decoration, and personal care). Artists must choose ONE category that best represents the majority of the product created and sold. A minimum of 80% of the product the artist sells must be within that category. Artists may apply to sell in multiple categories. Artists applying in multiple categories must fill out an application and pay all applicable fees for each category in which they apply.
3. **Quality of Work** - Works must be safe, be a durable good, and exhibit quality of craftsmanship. Works will be juried based on application materials submitted.
 4. **Price Range** – Consideration is given to artists who include reasonably priced pieces.
 5. **Variety of Artists** - Consideration will be given to including a variety of qualified artists and styles of work.

UNLOADING, LOADING, AND PARKING

For Saturday Fairs: Exhibitors may idle their vehicles along the west side of Morton Street facing south beginning at 6:00 a.m. to unload (7:00 a.m. in October). Artists whose booths are located in the Bloomington City Hall Parking Lot may pull into the parking lot to unload. After unloading, please move vehicle to the IU EMS permit lot off Morton Ave., which can be entered from the 10th Street and Morton Ave. alley. This lot is located next the back of the SpringHill Suites by Marriott Bloomington. At the end of the day exhibitors may once again idle their vehicles in the same way beginning at 1:00 p.m. or may line up along Morton Ave. to enter the parking lot if their booth is located inside the Market area.

For Tuesday Fairs: Exhibitors will need to enter Switchyard Park from the Rogers Street Entrance to the Park. Exhibitors may idle their vehicles along the east side of the Switchyard Park parking lot. -After unloading, please move vehicles to the Switchyard Park overflow lot (the parking lot extension that is parallel to Rogers Street). At the end of the event (7:00 p.m.) exhibitors may once again idle their vehicles in the same way.

Artists must check-in at least one (1) hour prior to the start of any scheduled fair (3:00 p.m. for Tuesdays and 7:00 a.m. on Saturdays (8:00 a.m. in October))~~4:00 p.m. for Fridays~~ unless written arrangements have been made and confirmed by the event coordinator before 4 PM on the day ~~before~~ prior to the event. Reserved spaces can be given to an artist on the waitlist after that time. If you are running late, contact the cell phone of the event organizer. The number to call will be provided by email several days before each show.

All exhibits must be set-up 30 minutes prior to the start of the fair and Exhibitors may not begin to tear displays down until the scheduled end time of each event. Exhibitors must vacate the premises no later than ~~two~~ (2) hours after the event has ended.

On Saturdays a landscaping cart is available for use during loading and unloading.

ASSIGNMENTS AND LIMITS OF SPACE

Each Exhibitor is limited to one reserved space unless otherwise assigned. Each space is 10' x 10' in size. All booth spaces are located outdoors at both fair locations. The City of Bloomington does NOT provide tents, weights, tables, chairs, etc. Each Exhibitor must supply

their own equipment and supplies to operate their booth. Electricity is NOT available on Showers Commons Plaza, 401 N. Morton Street.

WAIT LIST

All artists on the approved wait list may arrive on the day of A Fair of the Arts to fill an available space. If a spot should become available, payment of the Thirty five Dollars (\$35.00) for Tuesday's and ~~FiftyForty~~ Five Dollars (\$55.00) for ~~Saturday's Fridays~~ booth space rental fee is due immediately. The spots will be assigned by the On-Site Supervisor on a first come, first served basis starting one (1) hour prior to the start of each event.

CANCELLATIONS

Any Exhibitor who cancels must notify the City **in writing**. Cancellations received **in writing** at least fourteen- (14) days prior to the Fair will receive a refund, less a \$15.00 administrative fee. Cancellations received with less than fourteen (14) days prior to the Fair will not receive a refund. -An Exhibitor's absence without prior notification will be taken into consideration when determining entrance into future fairs.

There is no indoor rain location for ~~Tuesday~~ A Fair of the Arts at the Tuesday Market. Each Exhibitor is responsible for providing his/her own protection from the elements for work, and display of materials. There will be no refund of fees because of undesirable weather.

GIFT CERTIFICATES

Exhibitors are encouraged to participate in the Gift Certificate Program (GCP) offered by Parks. Customers can purchase Market Gift Certificates, vouchers which are valued at \$5.00 or \$20.00 each, good towards the purchase of products at both the Bloomington Community Farmers' Market's Tuesday Market, Saturday Market -and A Fair of the Arts. Customers can purchase Gift Certificates with cash or check during both the Tuesday Market and Saturday Market hours at the Parks and Recreation information table or in the Parks and Recreation main office in City Hall, Monday - Friday from 8:00 ~~AM~~ a.m – 5:00 ~~PM~~ p.m. with cash, check or credit card. Gift Certificates are good for one year from the date of issue. *Exhibitors may give change for Gift Certificate purchases.*

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

GCP Participation

In order to participate Exhibitors must: 1) Indicate on Exhibitor Contract intention to participate on your 202~~2~~4 A Fair of the Arts Exhibitor Agreement.- 2) Attend a training or read and understand the Gift Certificate information in this information sheet. Training is available on an individual basis at A Fair of the Arts or by appointment. -3) All vendors who wish to participate in GCP must complete the City's W-9 and Electronic Funds Transfer (EFT) approval form. This form will be emailed to all accepted Exhibitors. If you prefer to receive one by mail, please contact the fair administrator.

Redeeming Gift Certificates for Payment

Once W-9 and EFT forms have been processed, vendors will receive a Vendor Card.

Present this card along with a Gift Certificate at the time of redemption. You may redeem these vouchers on Bloomington Community Farmers' Market Tuesdays and Saturdays at the Farmers' Market information table from 4:00 p.m. to 7:00 p.m. All Gift Certificates should be submitted at a Tuesday Market or Saturday Market no later than the final ~~Tuesday Farmers' Market~~ (~~September 30, 2021~~November 26, 2022).

Payment Disbursement

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

FEES

Each Exhibitor pays a fee of \$35.00 per Tuesday or ~~\$545.00~~ per ~~Satur~~Friday. -Fees cover direct costs of the Fairs.

RECEIPTS AND COMMISSIONS

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

TAXES

Exhibitors are responsible for collecting required taxes and for keeping appropriate records. Indiana Department of Revenue Registered Retail Merchants Certificate (RRMC) applications are available by calling (317) 232-2165 or by visiting <https://www.in.gov/dor/business-tax/sales-tax/>.

DEMONSTRATIONS

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

BOOTH SITTERS

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

HAWKING

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

ELECTRONIC MUSIC

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

FAIR STAFF

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

Crystal Ritter
City of Bloomington Parks and Recreation Department
401 North Morton Street, Suite 250

| (812) 349-~~396~~23725
ritterc@bloomington.in.gov



STAFF REPORT

Agenda Item: A-11
Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Clarence Boone, Facility/Program Coordinator
DATE: February 22, 2022
SUBJECT: APPROVAL OF THE FOOD AND BEVERAGE AND FOOD TRUCK AGREEMENT TEMPLATES

Recommendation

Staff recommends approval of the Food and Beverage Artisan and Food Truck/Push Cart Agreement templates. Food and Beverage and Food Truck Artisans will pay the Parks Department 7% of their gross sales each month. The funds will be deposited in 201-18-186503-43270.

Background

The Food and Beverage Artisan and Food Truck/Push Cart Agreement templates have been revised to include 2022 dates, 2022 fee of 7% and updated contact information. The Department accepted proposals for both Food and Beverage Artisans and Food Truck/Push Carts until February 21st and will determine those that will sell at the Market by the end of February.

Both Agreements were reviewed and approved by City Legal.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script that reads "Clarence W. Boone".

Clarence Boone, Facility/ Program Coordinator

Agreement for Food and Beverage Artisans Bloomington Community Farmers' Market

This Agreement, entered into this _____ day of March, 202~~22~~, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food and Beverage Artisan ("Artisan"),

WITNESSETH:

WHEREAS, Parks manages the Bloomington Community Farmers' Market ("Market") at Showers Common, 401 North Morton Street, Bloomington, Indiana; and

WHEREAS, the Food and Beverage Artisan wishes to operate a stand in this location.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

A. TERM OF AGREEMENT

The term of this Agreement shall begin on April ~~22~~, 202~~2~~ and end on November-~~19~~~~19~~, 202~~22~~.

B. FOOD AND BEVERAGE ARTISAN RESPONSIBILITIES

1. **Artisan Fee:** Artisan shall pay Parks a vending fee of seven percent (~~7~~%) of gross proceeds. The fee shall be paid monthly on or before the 15th of the month following the month gross proceeds were collected. In addition to the payment of seven percent (~~7~~%) of gross proceeds, the Artisan shall include documentation of gross proceeds earned at each Market.
2. **List and Price:** The Artisan shall furnish Parks with a complete list of product to be sold and prices charged per item by April ~~14~~, 202~~22~~. Such product list and pricing is subject to the approval of the Parks Administrator. The Artisan must display legible price markers for goods offered for sale.
3. **Insurance:** The Artisan shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington and the Artisan as insured parties, and the Artisan shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. The Artisan and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
4. **Employees:** The Artisan shall employ all personnel necessary for the operation of the food and beverage stand, and shall pay all necessary wages and payroll tax

for such employees. Artisan stand attendants must be a minimum of sixteen (16) years of age.

5. **Recordkeeping:** The Artisan shall keep and maintain accurate records reflecting the revenues of the food and beverage stand. These documents shall be open to inspection at all reasonable times by authorized agents of Parks.

On or before August 1~~22~~, 202~~22~~ Artisan shall provide Parks with documentation regarding the sourcing of Indiana grown product for the 202~~22~~ season to date, including the types of products purchased and the names of the farms from which they were purchased.

6. **Rules and Regulations:** The Artisan shall also comply with all local, state and federal laws, including health codes regarding preparation of food, operation of open-air stand and employment of all personnel.

The Artisan shall obtain all necessary permits from Monroe County Health Department, Indiana Alcohol and Tobacco Commission, Federal Tax and Trade Bureau, Indiana State Excise Tax Police, and from any and all other controlling agencies or boards, prior to commencement of operations under this Agreement. Copies of pertinent permits shall be submitted along with the signed copy of the contract.

If the Artisan is selling as a Home Based Vendor, Artisan is responsible for ensuring all products are “non-potentially hazardous foods” and are required to have an analysis completed to determine if a product in question is indeed a “non-potentially hazardous food” and provide written report of said analysis.

7. **Days and Hours of Operation:** The Artisan agrees to attend and sell at Market each and every Saturday beginning April ~~22~~, 202~~22~~ through September 2~~44~~, 202~~22~~ from 8:00 am until 1:00 pm, and October ~~14~~, 202~~22~~ through November 1~~99~~, 202~~22~~ from 9:00 am until 1:00 pm.

8. **Entering and Exiting the Market:** The Artisan must occupy the assigned space by 15 minutes prior to Market opening time. The Artisan may park along the curb next to B-Line plaza to unload. The vehicle must be removed from the curb by a schedule set in advance of the season.

9. **Assignments and Limits of Space:** The Artisan will be assigned by Parks one vending space limited to 10 feet wide by 10 feet deep prior to commencement of this Agreement. Artisans may only display signs, information and/or items in their space that consist of the products they are selling or that directly relate to their business.

10. **Gift Certificate Program/SNAP:** The Food Vendor agrees to participate in the Farmers’ Market Gift Certificate Program/SNAP (GCP/SNAP) organized by the

City. A Farmer/Food and Beverage Artisan Training Guide will be provided. The Artisan agrees to read the Training Guide and abide by the rules established in the Training Guide. Completion of a Substitute W9 form and Electronic Funds Transfer form is necessary for first-time participants in the GCP/SNAP. If the Artisan has participated in previous years, no further paperwork is necessary.

11. **Property Maintenance and Utilization:** The Artisan must vacate premises by 2:00 pm and remove all personal items and equipment. The Artisan must remove all recyclable and compostable materials from site. The Artisan must protect brick pavers within vending space from soiling due to food and beverage spills. The Artisan must ensure that weather protection devices are securely anchored. The Artisan must utilize compostable serving materials whenever possible.
12. **Indemnification:** The Artisan hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Artisan's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.
13. **Verification of New Employees' Immigration Status:** The Artisan 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). The Artisan shall sign an affidavit, attached as Exhibit A, affirming that the Artisan 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.

The Artisan and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Artisan or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Artisan or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Artisan or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Artisan or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Artisan or subcontractor did not knowingly employ an unauthorized alien. If the Artisan or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City or City 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 Artisan or subcontractor is liable to the City for actual damages.

The Artisan shall require any subcontractors performing work under this contract to certify to the Artisan 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. The Artisan shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

14. **Artisan Behavior and Commitment to the City of Bloomington's Values and the Market's Mission.** The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the 2022 Bloomington Community Farmers' Market Food and Beverage Artisan Agreement, artisans shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Artisans acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against artisans at the Market. If an artisan believes that a the City employee is engaged in such conduct at the Market towards the Aartisan, the Aartisan may file a complaint with the Market Manager 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 at the Market.

Similarly, the City does not tolerate Artisans engaging in harassing or discriminatory conduct towards fellow vendors, members of the public or City employees at the Market on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status. Any Aartisan who believes that a fellow vendor has engaged in such harassment or discrimination at the Market may file a complaint with the Bloomington Human Rights Commission. The City takes all such complaints seriously and will take appropriate action if it finds that any Aartisan has engaged in such prohibited conduct at the Market.

15. Expectations

Artisans shall not be discourteous, disrespectful or dishonest to anyone with whom they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market.

Conduct at the Market on the part of the Aartisan that the City deems to be contrary to the provisions of the Aartisan agreement may result in administrative action in accordance with the provisions of the agreement, including but not limited to suspension or ejection from the Market and/or future Market events.

Artisans shall notify the Market Supervisor or Market Coordinator immediately of any unsafe conditions.

Artisans shall cooperate with the City to take all reasonable measures to ensure that the Market remains a welcoming, inclusive, and safe venue.

Artisans understand that the Market is a location provided by the City for the purchase and sale of food, drink, and other approved products and is not a forum for speech or for political or religious activities, except for the space comprising the “Market Place” (formerly “Info Alley”).

The City provides the Market as a location for Aartisans to sell what they create. Artisans understand that by providing the Market, the City is making no guarantee of the number of customers or the volume of business.

C. RESPONSIBILITY AND RIGHTS OF PARKS

Parks shall not invoice the Artisan for the seven percent (77%) of gross sales due under Section B.1.

The City retains the right to terminate the Market, or to change the times, dates, locations, and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes, and cancellations to all Aartisans.

D. ASSIGNMENT OF AGREEMENT

The Artisan shall not assign or sub-contract this Agreement or any of its terms, except with prior written approval of the Parks Administrator.

E. BREACH OF AGREEMENT

In the event one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have seven (7) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within seven (7) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

F. TERMINATION

The parties may terminate this Agreement prior to November 1~~99~~, 202~~22~~ by mutual written agreement.

G. MISCELLANEOUS

1. **Enforcement:** 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 expenses of such litigation, including, but not limited to, court costs and reasonable attorney fees.
2. **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.
3. **Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the other party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
4. **Safety:** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
5. **Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
ATTN: ~~Clarence Boone~~
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Food and Beverage Artisan:

6. **Intent to be Bound:** Parks and the Artisan each bind 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.
7. **Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between Parks and the Artisan. It supersedes all prior and contemporaneous

communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

|

Beth Cate~~Beth Cate~~, Corporation Counsel

Paula McDevitt, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY 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 _____, 2022.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Agreement for Food Truck/Push Cart Vending Bloomington Community Farmers' Market

This Agreement, entered into this ____ day of March, 202~~21~~²⁴, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food Truck/Push Cart Vendor ("Food Vendor"),

WITNESSETH:

WHEREAS, Parks manages the Bloomington Community Farmers' Market ("Market") at Showers Common, 401 North Morton Street, Bloomington, Indiana; and

WHEREAS, the Food Vendor wishes to operate a stand in this location.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

A. TERM OF AGREEMENT

The term of this Agreement shall begin on April ~~21~~²⁴, 202~~21~~²⁴ and end on November ~~19~~²⁰, 202~~21~~²⁴.

B. FOOD VENDOR'S RESPONSIBILITIES

1. **Food Vendor Fee:** Food Vendor shall pay Parks a vending fee of seven percent (~~7.5~~⁷%) of gross proceeds. The fee shall be paid monthly on or before the 15th of the month following the month gross proceeds were collected. In addition to the payment of seven percent (~~7.5~~⁷%) of gross proceeds, the Food Vendor shall include documentation of gross proceeds earned at each Market.
2. **List and Price:** The Food Vendor shall furnish Parks with a complete list of product to be sold and prices charged per item by April ~~12~~¹², 202~~21~~²⁴. Such product list and pricing is subject to the approval of the Parks Administrator. The Food Vendor must display legible price markers for goods offered for sale.
3. **Insurance:** The Food Vendor shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington and the Food Vendor as insured parties, and the Food Vendor shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. The Food Vendor and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
4. **Employees:** The Food Vendor shall employ all personnel necessary for the operation of the food and beverage stand, and shall pay all necessary wages and

payroll tax for such employees. Food Vendor stand attendants must be a minimum of sixteen (16) years of age.

5. **Recordkeeping:** The Food Vendor shall keep and maintain accurate records reflecting the revenues of the food and beverage stand. These documents shall be open to inspection at all reasonable times by authorized agents of Parks.

On or before August ~~12~~, 202~~21~~²⁴ Food Vendor shall provide Parks with documentation regarding the sourcing of Indiana grown product for the 202~~21~~²⁴ season to date, including the types of products purchased and the names of the farms from which they were purchased.

6. **Rules and Regulations:** The Food Vendor shall also comply with all local, state and federal laws, including health codes regarding preparation of food, operation of open-air stand and employment of all personnel.

The Food Vendor shall obtain all necessary permits from Monroe County Health Department, Indiana Alcohol and Tobacco Commission, Federal Tax and Trade Bureau, Indiana State Excise Tax Police, and from any and all other controlling agencies or boards, prior to commencement of operations under this Agreement. Copies of pertinent permits shall be submitted along with the signed copy of the contract.

If the Food Vendor is selling as a Home Based Vendor, Food Vendor is responsible for ensuring all products are “non-potentially hazardous foods” and are required to have an analysis completed to determine if a product in question is indeed a “non-potentially hazardous food” and provide written report of said analysis.

7. **Days and Hours of Operation:** The Food Vendor agrees to attend and sell at Market each and every Saturday beginning April ~~21~~, 202~~21~~²⁴ through September ~~24~~, 202~~21~~²⁴ from 8:00 am until 1:00 pm, and October ~~12~~, 202~~21~~²⁴ through November ~~19~~, 202~~21~~²⁴ from 9:00 am until 1:00 pm.

8. **Entering and Exiting the Market:** The Food Vendor must occupy the assigned space by 15 minutes prior to Market opening time.

9. **Assignments of Space:** Food Vendor will be assigned by Parks a vending space. Artisans may only display signs, information and/or items in their space that consist of the products they are selling or that directly relate to their business.

10. **Gift Certificate Program/SNAP:** The Food Vendor agrees to participate in the Farmers’ Market Gift Certificate Program/SNAP (GCP/SNAP) organized by the City. A Farmer/Food and Beverage Artisan Training Guide will be provided. The Food Vendor agrees to read the Training Guide and abide by the rules established in the Training Guide. Completion of a Substitute W9 form and

Electronic Funds Transfer form is necessary for first-time participants in the GCP/SNAP. If the Food Vendor has participated in previous years, no further paperwork is necessary.

11. **Property Maintenance and Utilization:** The Food Vendor must vacate premises by 2:00 pm and remove all personal items and equipment. The Food Vendor must remove all recyclable and compostable materials from site. The Food Vendor must ensure that weather protection devices are securely anchored. The Food Vendor must utilize compostable serving materials whenever possible.
12. **Indemnification:** The Food Vendor hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Food Vendors participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.
13. **Verification of New Employees' Immigration Status:** The Food Vendor 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). The Food Vendor shall sign an affidavit, attached as Exhibit A, affirming that the Food Vendor 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.

The Food Vendor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Food Vendor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Food Vendor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Food Vendor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Food Vendor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Food Vendor or subcontractor did not knowingly employ an unauthorized alien. If the Food Vendor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City or City 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 Food Vendor or subcontractor is liable to the City for actual damages.

The Food Vendor shall require any subcontractors performing work under this contract to certify to the Food Vendor 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. The Food Vendor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

14. Food Vendor Behavior and Commitment to the City of Bloomington's Values and the Market's Mission:

The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the 2022 Bloomington Community Farmers' Market Food Truck/Push Cart Vendor Agreement, Food Vendors shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Food Vendors acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against Food Vendors at the Market. If a Food Vendor believes that the City employee engaged in such conduct at the Market towards the Food Vendor, the Food Vendor may file a complaint with the Market Manager 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 at the Market.

Similarly, the City does not tolerate Food Vendors engaging in harassing or discriminatory conduct towards fellow vendors, members of the public or City employees at the Market on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status. Any Food Vendor who believes that a fellow vendor has engaged in such harassment or discrimination at the Market may file a complaint with the Bloomington Human Rights Commission. The City takes all such complaints seriously and will take appropriate action if it finds that any Food Vendor engaged in such prohibited conduct at the Market.

15. Expectations

Food Vendors shall not be discourteous, disrespectful or dishonest to anyone with whom they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market.

Conduct at the Market on the part of the Food Vendor that the City deems to be contrary to the provisions of the Food Vendor agreement may result in administrative action in accordance with the provision of the agreement, including but not limited to suspension or ejection from the Market and/or future Market events.

Food Vendors shall notify the Market Supervisor or Market Coordinator immediately of any unsafe conditions.

Food Vendors shall cooperate with the City to take all reasonable measures to ensure that the Market remains a welcoming inclusive and safe venue.

Food Vendors understand that the Market is not a forum for political or religious activities, except for at the “Market Plaza” (formerly “Info Alley”).

The City provides the Market as a location for Food Vendors to sell what they create. Food Vendors understand that by providing the Market, the City is making no guarantee of the number of customers or the volume of business.

C. RESPONSIBILITY AND RIGHTS OF PARKS

Parks shall not invoice the Food Vendor for seven percent (7.5%) of gross sales.

The City retains the right to terminate the Market, or to change the times, dates, locations, and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes, and cancellations to all Food Vendors.

D. ASSIGNMENT OF AGREEMENT

The Food Vendor shall not assign or sub-contract this Agreement or any of its terms, except with prior written approval of the Parks Administrator.

E. BREACH OF AGREEMENT

In the event one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have seven (7) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within seven (7) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

F. TERMINATION

1. Termination by mutual agreement: The parties may terminate this Agreement prior to November 198, 2022+ by mutual written agreement.

G. MISCELLANEOUS

1. **Enforcement:** 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 expenses of such litigation, including, but not limited to, court costs and reasonable attorney fees.
2. **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.
3. **Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the other party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
4. **Safety:** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
5. **Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
ATTN: ~~Leslie Brinson~~ [Clarence Boone](#)
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Food and Beverage Food Vendor:

6. **Intent to be Bound:** Parks and the Food Vendor each bind 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.
7. **Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between Parks and the Food Vendor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

~~Phillipa Guthrie~~Beth Cate, Corporation Counsel

Paula McDevitt, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY 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 _____, 2022.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____
County of Residence: _____



STAFF REPORT

Agenda Item: A-12

Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February 22, 2022
SUBJECT: REVIEW AND APPROVAL OF THE 2022 PERFORMANCE AND ENTERTAINMENT AGREEMENT TEMPLATE

Recommendation

Staff recommends the approval of the 2022 Performance and Entertainment Agreement Template. This agreement outlines the compensation, performance, dates and times, and the length of performance between the artists/entertainers and Bloomington Parks and Recreation. This agreement is utilized for various community events that will be held throughout 2022. Artists and entertainers will be paid out of the following accounts: 201-18-186506-53990, 200-18-186500-53990 or 201-18-186500-53990

Background

Every year for the past 40 + years, the Bloomington Parks and Recreation Department has brought free concerts to our community parks through the Performing Arts Series and, for over a decade, through the People's Park Concert Series as well. This agreement is used for the booking of performers, entertainers, and /or entertainment companies for the Bloomington Parks and Recreation sponsored events, the Performing Arts Series, the Peoples Park Concert Series, and for community events and programs. No changes have been made to this agreement. Dates have been updated for 2022.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

2022~~1~~ PERFORMANCE AND ENTERTAINMENT AGREEMENT

This Agreement, entered into this _____ day of _____ 2022~~1~~, by and between _____, (“Artist/Entertainer”) and the City of Bloomington Parks and Recreation Department (“City”) WITNESSETH:

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

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

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

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

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

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

Performance or Event Day:

Performance or Event Date:

Performance or Event Location:

Arrival Time:

Rehearsal/Set-up Time:

Performance/Event Time:

Length of Performance/Event:

Artist/Entertainer Reports To:

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

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

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

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

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

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

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

Contact -- City:

Crystal Ritter/ Other City Contact

PO Box 848

Bloomington, IN 47402

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

812-349-3725962

Contact – Artist/Entertainer:

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

ARTIST/ENTERTAINER:

By: _____

Date: _____

**CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT**

By: _____

Paula McDevitt, Director

Date: _____

~~Philippa M. Guthrie~~Beth Cate, Corporation Counsel

Date: _____

APPENDIX A

[illegible]

AFFIDAVIT

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

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

Signature _____

Printed name

[illegible]

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2024.

Notary Public

Printed name _____

My Commission Expires:_____

Residing in _____ County



STAFF REPORT

Agenda Item: A-13

Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February 22, 2022
SUBJECT: REVIEW AND APPROVAL 2022 COOPERATIVE PARTNERSHIP
AGREEMENT WITH THE RYDER MAGAZINE AND FILM SERIES

Recommendation

Staff recommends the approval of the 2022 cooperative partnership agreement with the Ryder Magazine and Film Series for the Movies in the Parks 2022 season. The Bloomington Parks and Recreation Department will acquire sponsorship funds to pay for the movie licenses. The Ryder will acquire the movie licenses and will provide advertisements for this program in The Ryder Magazine. Movie licenses, movie rental/purchasing fees, and the advertisement fees to The Ryder Magazine will be paid for out of account 201-18-186506-53990.

Background

This agreement outlines the partnership agreement between Bloomington Parks and Recreation and The Ryder Magazine and Film Series to bring The Movies in the Parks film series to our parks throughout 2022. This agreement outlines the compensation for the movie licenses, rental/purchasing fees, and advertisement fees for this series. The partnership with The Ryder Film Series and Magazine (The Ryder) has brought free public screenings of movies for over 20 years to the Bloomington community. This partnership provides a way for the Bloomington Parks and Recreation Department (Parks) to acquire movie licenses at a discounted rate. This year 6 films in 3 locations: Bryan Park, Rev. Ernest Butler Park, and Switchyard Park, will be offered. The partnership includes compensating The Ryder an additional amount of a flat fee One Thousand One Hundred Dollars (\$1,100.00) to be paid out of the movie sponsorship revenue in addition to the cost of the movie rights and shipping fees which are not to exceed an amount of One Thousand Five Hundred Dollars (\$1,500.00).

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read 'Crystal Ritter', with a long horizontal flourish extending to the right.

Crystal Ritter, Community Events Coordinator



COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

The Ryder Magazine and Film Series

This Agreement is made and entered into this _____ day of _____, 2022, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and The Ryder Film Series (“Ryder”).

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

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

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

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

1.0 Purpose of Agreement:

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

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from April 1, 2022, to March 31, 2023, unless early termination occurs as described in Article 7 of this Agreement.

3.0 Bloomington Parks & Recreation:

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

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

Park series and any other movies shown in BPRD facilities.

- 3.2. Secure financial sponsorship and schedule movie times for the *Movies in the Park* movie series and any other movies shown in BPRD facilities.
- 3.3. Promote the *Movies in the Park* in a quarterly Program Guide and through public service announcements and news releases, listing The Ryder as a co-sponsor in all publicity.
- 3.4. Work with The Ryder on selecting appropriate films for movies shown in BPRD facilities. The total cost of the movie rights and shipping fees for the Movies in the Park Series shall be no more than One Thousand Five Hundred Dollars (\$1,500.00). The BPRD also has the option to obtain a movie on its own and not pay shipping fees. Additional costs will be associated with any additional films added at later dates within the year.
- 3.5. Compensate the Ryder for the cost of the movie rights and shipping costs, plus an additional flat fee of One Thousand One Hundred Dollars (\$1,100.00) for marketing and advertising in the Ryder Magazine. This payment is to be paid from movie sponsorship revenue.
- 3.6. Pay The Ryder in two (2) installments, one following the third movie and one following the sixth movie. BPRD will email The Ryder after the third and sixth movie to secure an invoice for the amount due, and will pay the invoice within thirty (30) days after receipt. In the event that a movie is rescheduled, BPRD will cover any additional shipping fees. Additional movies scheduled by BPRD staff will be invoiced separately by program areas.

4.0 The Ryder:

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

- 4.1. Promote *Movies in the Park* in its film series calendar, listing BPRD as a co-sponsor in all publicity.

Provide two (2) full-page advertisements to thank and appreciate the movie sponsors in The Ryder magazine, one in the month before the series begins (April) and one in the month after the series ends (October). The Ryder will provide Bloomington Parks and Recreation a list of 2022 publication dates for the Ryder Magazine and the dimensions of the ad spaces to Bloomington Parks and Recreation's Community Relations Manager in a timely manner. Work with BPRD on selecting appropriate films for Movies in the Park Series as well as any additional movies shown in BPRD facilities.

- 4.2. Provide invoices for payment by BPRD. Following the third and sixth movies. The Ryder will provide an invoice to BPRD for the amount due. Separate invoices

will be sent to program areas if additional movies are scheduled.

- 4.3. Secure all movies and the rights to show the movies.
- 4.4. The Ryder will consult with BPRD staff on best practices and industry trends.
- 4.5. The Ryder will provide access to marketing pieces (logos, pictures, etc) associated with selected movies for the Movies in the Park Series.

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

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

- 5.1. The staff and personnel involved will at all times represent all partners to this Agreement in a professional manner and reflect the commitment of both partners to quality services and customer satisfaction.
- 5.2. The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.
- 5.3. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.
- 5.4. The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
- 5.5. This Agreement and the services provided will be evaluated in April 2023.

6.0 Notice and Agreement Representatives:

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

Bloomington Parks & Recreation
Becky Higgins
Box 848
Bloomington, IN 47404
barrickb@bloomington.in.gov
812-349-3713

The Ryder
Peter Lopilato
405 West Fourth St.
Bloomington, IN 47404
812-339-2002

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

Bloomington Parks & Recreation

Crystal Ritter
Box 848

Bloomington, IN 47404
ritterc@bloomington.in.gov
812-349-3725

The Ryder

Peter Lopilato
115 North College Avenue
Suite 270

Bloomington, IN 47404
peter@theryder.com
812-331-2001

7.0 Termination:

- 7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2022, by mutual written agreement only.
- 7.2.** Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.
- 7.3.** The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify The Ryder of any such termination and the reasons therefor in writing

8.0 Waiver

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

9.0 Release and Hold Harmless Agreement:

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

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

BLOOMINGTON PARKS AND RECREATION DEPARTMENT

Ellen Rodkey
Board of Park Commissioners

Paula McDevitt, BPRD Director

Philippa M. Guthrie, Corporation Counsel

THE RYDER FILM SERIES

Peter Lopilato

STATE OF INDIANA)
)SS:
COUNTY OF _____)



STAFF REPORT

Agenda Item: A-14
Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: February 22, 2022
SUBJECT: SERVICE AGREEMENT WITH RONNIE GENE PURSELL

Recommendation

Staff recommends approval of this Service Agreement with Ronnie Gene Pursell (Pursell Monuments) for headstone and monument repairs at Rose Hill and White Oak Cemeteries. Funding source: 200-18-189501-53990. Amount not to exceed \$5000.00.

Background

Ronnie Gene Pursell (Pursell Monuments) has been repairing headstones and monuments at Rose Hill and White Oak Cemeteries for several years. His staff have consistently provided professional service and high quality results on complicated repairs. The purpose of this Service Agreement is to provide headstone and monument maintenance on an as-needed basis during 2022.

RESPECTFULLY SUBMITTED,

Joanna Sparks, City Landscaper

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
RONNIE GENE PURSELL**

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Ronnie Gene Pursell ("Contractor").

Article 1. Scope of Services Contractor shall provide headstone and monument repairs in Rose Hill and White Oak Cemetery ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Five Thousand Dollars and Zero Cents (\$5000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joanna Sparks, City Landscaper, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Between March, 1, 2022 and December 31, 2022.

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"). 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 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: Ronnie Gene Pursell, 2103 South Kirby Road, Bloomington, IN 47403.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

RONNIE GENE PURSELL

Beth Cate, Corporation Counsel

Ronnie Gene Pursell, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

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 _____, 2022.

Ronnie Gene Pursell

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-1
Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: February 22, 2022
SUBJECT: BRAVO AWARD – LEA WOODARD

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Lea Woodard with this month's Bravo Award. This is in recognition of her dedication to the success of the annual Bugfest event.

Background

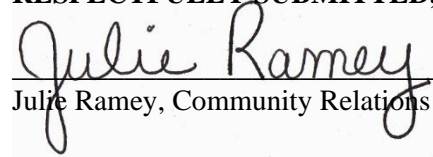
Lea served as Committee Chair for the annual Bugfest event in 2021. Bugfest is held annually through a partnership with Monroe County Parks and Recreation Department, the WonderLab Science Museum, Purdue Extension-Monroe County, and Hilltop Gardens at Indiana University.

Lea has been part of the Bug Fest planning committee since the event began in 2013. As the manager of Hilltop Garden and Nature Center, she coordinated many events and programs at the facility over the 8.5 years she was there. After the birth of her daughter, she stepped down from her position in the fall of 2019 to enjoy the role of stay-at-home mom. In January 2020, two of the main coordinators of Bug Fest retired, leaving a gap in leadership of the event. Of the remaining planning committee members, many of them were new to their role. Fearing the event would not continue, or at least be very challenging for the remaining committee members, Lea volunteered as the 2020 Bug Fest planning committee chairperson. Of course, the event was cancelled, after just 3 months of planning due to the pandemic.

Lea continued her role as event chairperson for the 2021 Bug Fest event, unaware of the challenges of planning a large event during a pandemic, while pregnant and after the birth of her son in June. Lea led monthly planning meetings, providing direction and specific tasks for the other committee members. She organized the attendance of over 20 exhibitors and planned the event layout with additional outdoor tent space and adherence to pandemic safety measures. With the help of the other 6 committee members

providing guidance and support from 5 different local agencies, Lea was able to offer a safe and fun Bug Fest event to over 600 attendees, many of them children eager to learn about bugs!

RESPECTFULLY SUBMITTED,


Julie Ramey, Community Relations Manager



STAFF REPORT

Agenda Item: C-1

Date: 2/16/2022

Administrator
Review/Approval
PM

TO: Board of Park Commissioners
FROM: Becky Higgins, Recreation Services Division Director
DATE: February 22, 2022
SUBJECT: Area 10 on Aging, Endwright East Grant/Partnership

Recommendation

Staff recommends approval of the grant partnership agreement with Area 10 on Aging. Funding source is Parks GF Administration account (200-18-181000-53990) in the amount of \$20,000.

Background

Due to the popularity, community support and senior participation, the department would like to support Area 10 Endwright East Active Living Community Center in 2022 through a \$20,000 grant. The funding for operations will be provided through Parks Administration GF budget.

Below is the table for the 2021 period of membership and usage. Note that they continued to offer and have widely used virtual and mixed programming for Endwright East, as well as limited opening beginning in May.

	Jan 2021	Feb	Mar	Apr	May **	June**
Cumulative membership	512	512	513	521	528	532
Daily usage for month	816	979	896	681	655	594
	July**	Aug**	Sept**	Oct**	Nov**	Dec**
Cumulative membership	544	548	558	576	587	600
Daily usage for month	536	648	884	913	810	697

** Opened on limited, masked basis for in-person, but also continued extensive live, virtual programming and mixed.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script that reads "Becky Higgins". The signature is written in black ink on a light-colored background.

Becky Higgins, Recreation Services Director



GRANT PARTNERSHIP AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2022 by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Area 10 Agency on Aging (“Area 10”).

WITNESSETH:

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

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

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

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

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

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

1. PURPOSE OF AGREEMENT

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

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from February 22, 2022 – January 31, 2023, unless early termination occurs as described in paragraph 9, below.

3. FUNDING

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

4. AREA 10 ENDWRIGHT EAST ACTIVE LIVING COMMUNITY CENTER

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

i. Programming:

- a. Serve as the location (College Mall) for Endwright East Tuesdays and Thursdays 10am – 3pm January 2022 through January 2023.
- b. Provide program administration and on-site supervision for all operations.
- d. Seek grant funding for the continuation and growth of Endwright East programs.
- e. Coordinate health, wellness, and social programming in response to members' interests.
- f. Maintain the authority to manage activities and to collect and retain fees as necessary to maintain facility operations.

ii. Facilities Management:

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

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

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

5. BLOOMINGTON PARKS AND RECREATION

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

Operational Assistance:

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

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

Payments:

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

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

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

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

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

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

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

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

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

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

7. INSURANCE

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

8. NOTICE AND AGREEMENT REPRESENTATIVES

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

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

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

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

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

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

9. TERMINATION

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

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

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

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

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

Area 10 Agency on Aging

Chris Myers, CEO

Beth Cate, Corporation Counsel

Paula McDevitt, Administrator

Kathleen Mills, President
Board of Park Commissioners

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

- Signature

[illegible]

Notary Public

Residing in _____ County

6



STAFF REPORT

Agenda Item: C-2 Date: 2/16/2022

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: February 22, 2022
SUBJECT: VEGETATION MANAGEMENT AT SWITCHYARD PARK

Recommendation

Staff recommends approval of this contract with Eco Logic, LLC for vegetation management at Switchyard Park (SYP). Funding source: 200-18-189500-53990. Amount not to exceed \$32,650.00

Background

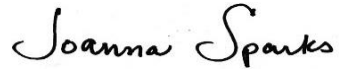
Eco Logic proposes to provide maintenance services for the riparian/reforestation plantings, totaling 19.7 acres at Switchyard Park. Prior to and during the construction of the park, Eco Logic has been working on invasive management since 2018. Various and numerous invasive species have been targeted and while initial control has been achieved, follow-up work will continue to be needed through the next few years. Most of the target species are under good control, but other pervasive invasives such as Japanese stiltgrass and dames rocket, for example should be considered as the next round of invasives to manage for. This proposal covers maintenance through the 2022 growing season.

Canopy and understory trees, as well as native seed mixes were installed for the completion of the park build. With the augmentation of native species, care will be taken to minimize off target damage.

Eco Logic also has warranty maintenance in the wetland mitigation areas until July 2022. This proposal includes work in the wetland basins and along the stream channel where vegetated logs were installed for the second half of 2022.

This proposal covers invasive control and planting maintenance through the 2022 growing season.

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

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC
FOR
VEGETATION MANAGEMENT PLAN AT SWITCHYARD PARK**

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Eco Logic, LLC ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to perform vegetation management at Switchyard Park (SYP); and

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty-Two Thousand Six Hundred Fifty Dollars and Zero Cents (\$32,650.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Joanna Sparks
City 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 Baker Stone Work 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	Eco Logic, LLC
Attn: Joanna Sparks	Attn: Spencer Goehl
401 N. Morton, Suite 250	8685 West Vernal Pike
Bloomington, Indiana 47402	Bloomington, IN 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON**ECO LOGIC, LLC**

Beth Cate, Corporation Counsel

Spencer Goehl, 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: **Vegetation Management Services at Switchyard Park**

Eco Logic proposes to provide maintenance services for the riparian/reforestation plantings, totaling 19.7 acres at Switchyard Park. Prior to and during the construction of the park, Eco Logic has been working on invasive management since 2018. Various and numerous invasive species have been targeted and while initial control has been achieved, follow-up work will continue to be needed through the next few years. Most of the target species are under good control, but other pervasive invasives such as Japanese stiltgrass and dames rocket, for example should be considered as the next round of invasives to manage for. This proposal covers maintenance through the 2022 growing season. Parcel map and a list of target species can be seen below.

Canopy and understory trees, as well as native seed mixes were installed for the completion of the park build. With the augmentation of native species, care will be taken to minimize off target damage.

Eco Logic also has warranty maintenance in the wetland mitigation areas until July 2022. This proposal includes work in the wetland basins and along the stream channel where vegetated logs were installed for the second half of 2022.

Includes the following activities:

1) MAY-JUNE.

Target cool season weeds, i.e. poison hemlock, garlic mustard, and other NNIS as needed. (All Parcels)

2) JULY-AUGUST.

Target reed canary grass, and other NNIS as needed. (All Parcels)

3) Early OCTOBER. (All Parcels)

Target bush and Japanese honeysuckle, wintercreeper, and other NNIS as needed.

4) Deer repellant application as needed through the season. (All Parcels)

Invasives Control Maintenance Visits: \$ 28,576.00

Deer Repellant Applications: \$ 4,074.00

Total Proposal Price \$ 32,650.00

Target Invasive Plants - Switchyard Park 2022			
<u>Scientific Name</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Common Name</u>
<i>Alianthus altissima</i>	Tree of Heaven	<i>Lonicera mackii</i>	Bush Honeysuckle
<i>Celastrus orbiculatis</i>	Oriental Bittersweet	<i>Phalaris arundinacea</i>	Reed Canary Grass
<i>Clematis terniflora</i>	Autumn Clematis	<i>Phragmites australis</i>	Common Reed
<i>Conium maculatum</i>	Poison Hemlock	<i>Polygonum cuspidatum</i>	Japanese Knotweed
<i>Elaeagnus angustifolia</i>	Autumn Olive	<i>Pyrus calleryana</i>	Bradford Pear
<i>Euonymus fortunei</i>	Purple Wintercreeper	<i>Rosa multiflora</i>	Multiflora Rose
<i>Ligustrum vulgare</i>	Common Privet	<i>Sorghum halapense</i>	Johnson Grass
<i>Lonicera japonica</i>	Japanese Honeysuckle	<i>Ulmus pumila</i>	Siberian Elm (Under 6" DBH)

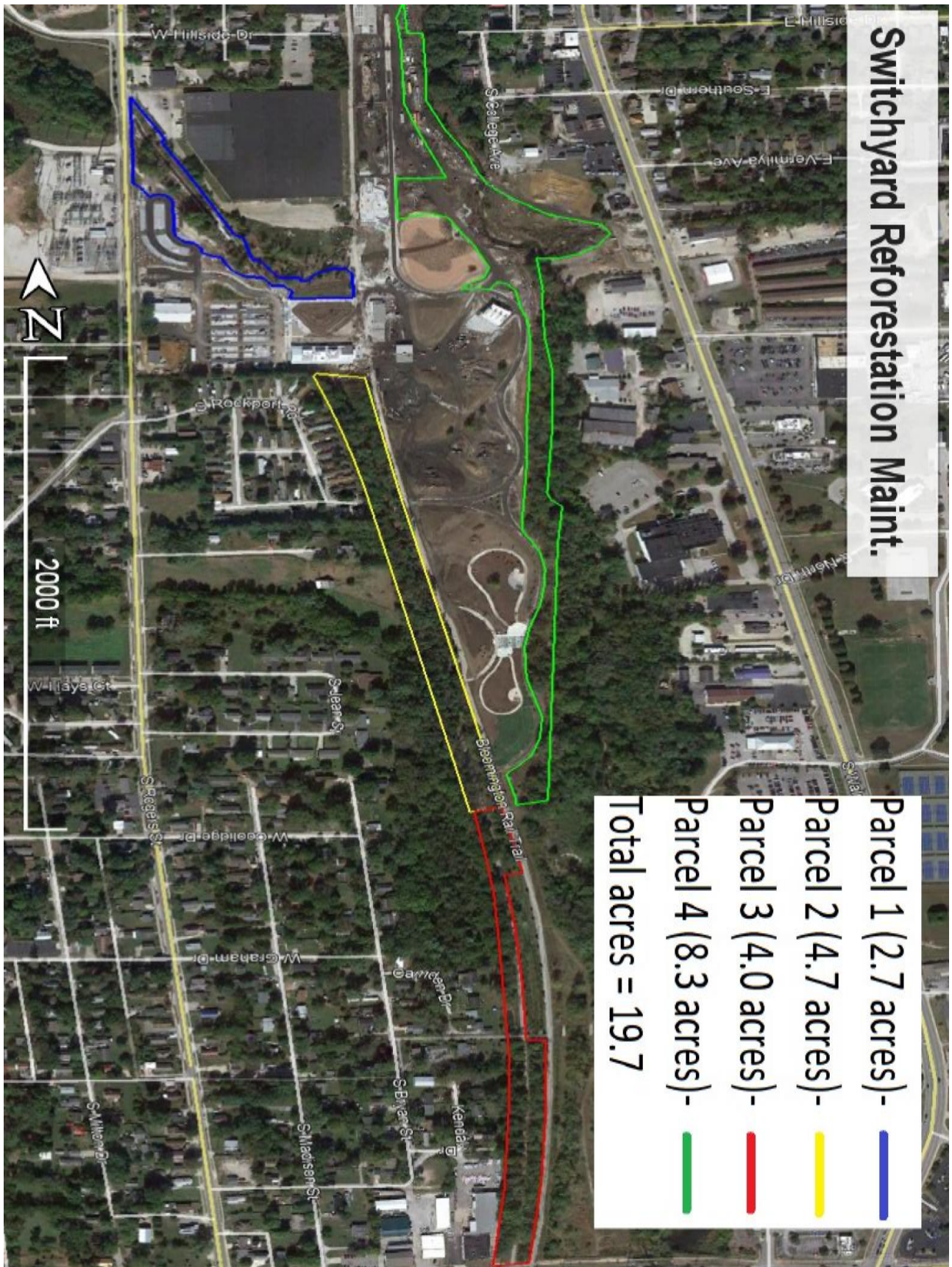


EXHIBIT B

“Project Schedule”

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.

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 _____, 2022.

Eco Logic, 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 _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-3
Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: February 22, 2022
SUBJECT: PARTNERSHIP AGREEMENT WITH CENTERSTONE

Recommendation

Staff recommends approval of a partnership agreement with Centerstone for contractual services to provide employees to serve on one of several work crews including custodial maintenance, landscaping, golf course grounds maintenance and Switchyard Park (SYP) maintenance for an amount not to exceed \$137,394.88.

Funding sources for this partnership program are:

- Park Maintenance: 200-18-189000-53990 - \$34,748.40
- Landscaping: 200-18-189500-53990 - \$40,057.16
- Golf Course: 200-18-183500-53990 - \$4,946.82
- Switchyard Park: 201-18-189006-53990 \$57,642.51

Background

This partnership was piloted in 2017 with focus on the high volume parks in the downtown area including Seminary Park, Peoples Park, Building Trades Park and Rev. Ernest D. Butler Park. It has successfully operated for five years. Golf course and landscaping operations were added to the partnership in 2018 and have also proved to very successful. In 2020 landscaping operations were expanded to include a Switchyard Park crew, as well as adding a playground maintenance crew. The 2020 expansions were funded by Recover Forward funds. In 2021 a Switchyard Park monitor crew was added.

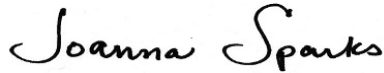
Due to the successful history of this partnership the department would like to continue a contractual working relationship with Centerstone. Centerstone will invoice the department at a 2021-January

rate of \$14.01/hour for clients who work in the program. Each of the four areas will provide training, equipment and general oversight of the designated locations to ensure they are maintained to the high standard under which the department operates.

Seasons for the crews will be as follows:

- Park Maintenance – April 4 - October 28 – M-F – 1:00-5:00pm
- Landscaping – April 4 - October 13 – T, W & R – 7:30am-3:30pm
- Golf Course – April 11 – August 29 – M & F – 8am-12pm
- Switchyard Park – May 2 – October 30 – Sunday - Saturday – 9am – 4pm

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script that reads "Joanna Sparks". The signature is written in black ink and is positioned above a horizontal line.

Joanna Sparks, City Landscaper



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of ____ 2022, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and, Centerstone of Indiana, Inc. (“CS”).

WHEREAS, BPRD and CS desire to cooperate in a park maintenance crew, landscaping crew, Cascades Golf Course crew, Switchyard Park (SYP) monitor crew; and

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

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CS clients to work for CS in BPRD parks by combining available resources from each party to the Agreement.

2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until December 31, 2022 unless terminated earlier as provided under Article 7.0.

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide well-maintained parks for the community to enjoy.

3.2 BPRD agrees to:

1. Under the direction of the Operations Superintendent or designee designate Seminary Park, Peoples Park, Butler Park, Building Trades Park, the Waldron, Hill and Buskirk Park and along Kirkwood Ave. between Indiana and Walnut Streets as sites for the park maintenance crew. (Monday – Friday 1pm-5pm April 4, 2022 – October 28, 2022).
2. Under the direction of the City Landscaper or designee designate

landscaping areas and tasks for the landscaping crew with the (Tuesday, Wednesday, Thursday; 7:30am – 3:30pm; April 5, 2022 – October 13, 2022).

3. Under the direction of the Cascades Golf Course Manager or designee designate ground keeping duties such as landscaping pruning, weed pulling, debris removal, bunker weeding, raking leaves, painting, litter pick-up and other related duties. (Monday & Friday, 8am - 12pm: April 11, 2022 - August 29, 2022).
4. Under the direction of the SYP General Manager or designee SYP Monitors will clean and monitor the police substation restroom, spray pad restrooms, and pick up litter in the park. (Seven days a week, 9am - 4pm May 2, 2022 - October 30, 2022)
5. To provide on-site training for the CS park maintenance, landscaping, Cascades Golf Course and SYP monitor crews.
6. Provide maintenance equipment and supplies necessary to maintain the designated parks, landscaped areas, Cascades Golf Course and SYP areas.
7. Provide personal protection equipment for members for the CS park maintenance, landscaping, Cascades Golf Course and SYP monitor crews.
8. Pay CS invoiced amounts for labor costs of the Parks seasonal employment program. Amounts not to exceed an hourly rate of \$14.01 per hour, plus FICA for park maintenance, landscaping, Cascades Golf Course and SYP monitor crew positions.

4.0 Centerstone:

4.1 The goal of CS is to conduct an employment placement program for park maintenance.

4.2 CS agrees to:

1. Conduct hiring interviews, hire, pay, and assume liability/risk coverage for maintenance crews.
2. Provide the following number of employees per area:
 - Park Maintenance Crew: 3 employees and 1 supervisor; total of 20 hours per week per employee.
 - Landscaping Crew: 3 employees and 1 supervisor; total of 24 hours per week per employee.

- Cascades Golf Course: 1 employee and 1 supervisor; total of 8 hours per week per employee.
 - Switchyard Park Monitors: 2 employees and 1 supervisor, seven days a week, 8 hours per employee per day.
- 3. Invoice Parks twice per season for labor costs from April 4 – July 16 and July 17 – October 30 at a reimbursement rate of \$14.01 per hour plus FICA depending on the positions filled and hours worked.
- 4. Provide separate invoices for each of the four areas: Park Maintenance, Landscaping, Cascades Golf Course and SYP.
- 5. Provide transportation to the sites (People’s Park, Seminary Park, Building Trades Park, Butler Park, the Waldron, Hill and Buskirk Park and along Kirkwood Ave between Indiana and Walnut St.), Switchyard Park, Parks Operations Center, Cascades Golf Course, and other sites as directed.
- 6. Provide a Supervisor to transport and supervise each crew on site.
- 7. Have substitute workers available to fill in or permanently take a spot on the crew.
- 8. Address behavioral issues that come up at sites.
- 9. Complete maintenance log daily per site.
- 10. Communicate with designed park staff on issues, progress, and supply needs.

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

- 5.1** The intent of this Agreement is to document a mutually beneficial partnership between CS and BPRD.
- 5.2** The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3** CS shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and CS shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. CS and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4** The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.

- 5.5** CS is recognized as having the expertise and experience to hire and supervise the park maintenance, landscaping, golf course and SYP monitor work crews safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- 5.6** Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on city property.
- 5.7** Pursuant to Indiana code 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), CS may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If CS implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.
- 5.8** The parties will evaluate this Agreement and the services provided during the month of February 2023.
- 5.9** CS shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of CS's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or CS, or its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.
- 6.0 Notice:**
- 6.1** Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:
- | | |
|-----------------------|-----------------------|
| Centerstone | BPRD |
| Vanessa Douglas | Mark Marotz |
| 645 S. Rogers St. | 930 W Fourth St. |
| Bloomington, IN 47403 | Bloomington, IN 47403 |
| (812)337-2237 | (812) 327-6119 |
- 6.2** Representatives for the day-to-day operational implementation of this Agreement are:
- | | |
|-----------------------|---|
| Centerstone | BPRD |
| Vanessa Douglas | Dave Fox – Park Maintenance (812)360-9461 |
| 645 S. Rogers St. | Joanna Sparks – Landscaping (812)349-3497 |
| Bloomington, IN 47403 | Aaron Craig – Golf Course (317)345-5842 |
| (812)337-2237 | Hsiung Marler- Switchyard (217)898-6814 |

7.0 Termination

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

7.1 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 CS of any such termination and the reasons therefore in writing.

8.0 E-Verify

8.1 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.

Signed and Agreed to this _____ day of _____, 2022.

CENTERSTONE:

Suzanne Koesel, CEO

Date

CITY OF BLOOMINGTON:

Paula McDevitt, Administrator, BPRD

Date

Kathleen Mills, President,
Board of Park Commissioners

Date

Beth Cate, Corporate Counsel

Date

E-VERIFY AFFIDAVIT

)SS:

AFFIDAVIT

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.

)SS:

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Printed Name of Notary Public _____ County of Residence: _____



STAFF REPORT

Agenda Item: C-4
Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: February 18, 2022
SUBJECT: REVIEW/APPROVAL OF SERVICE AGREEMENT PRICE ELECTRIC

Recommendation

Staff recommends approval of the service agreement with Price Electric not to exceed \$10,000. This service agreement will come out of regular general fund budgets or non-reverting budgets depending on which facility the service is needed.

Background

Price Electric provides service and repair of electrical systems at several of our facilities.

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, building or real property; the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
PRICE ELECTRIC**

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation and Price Electric.

Article 1. Scope of Services Contractor will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities at an hourly rate of Seventy Dollars (\$70.00), with a minimum of one (1) hour charge plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of Ninety Six Dollars (\$96), with a minimum of one (1) hour charge plus materials. Contractor may charge a Thirty Dollar (\$30) trip fee. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate One Hundred Five Dollars (\$105) with a minimum of one (1) hour charge plus materials. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Dee Tuttle and/or Hsiung Marker and/or Daren Eads and/or Aaron Craig as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Ten Thousand Dollars (\$10,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Dee Tuttle and/or Hsiung Marler and/or Daren Eads and/or Aaron Craig, 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"). 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 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Dee Tuttle and/or Hsiung Marler and/or Daren Eads and/or Aaron Craig, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Price Electric, Attn: Phoebe Fuller, 724 E Thornton, Bloomington, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

SPEAR CORPORATION

Beth Cate, Corporation Counsel

Phoebe Fuller, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

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 _____, 2022.

Contractor

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-5
Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: Feb. 22, 2022
SUBJECT: CONTRACT ADDENDUM WITH E&B PAVING FOR GRIFFY LOOP TRAIL

Recommendation

Staff recommends approval of a contract addendum with E&B Paving to cover items included in Change Order 1 for the Griffy Loop Trail Project.

The additionally funded amount is not to exceed \$105,343.60. The funding source is the Bicentennial Bond Series B: 980-18-18018B-54510.

Background

In September 2021, the Board of Park Commissioners approved a contract with E&B Paving for the construction of portions of the Griffy Loop Trail and Accessible Fishing Pier. This contract addendum authorizes additional spending to address the items listed in Change Order 1, which include an additional 234' of fence railing for pedestrian safety, a change in cap blocks for the manufactured wall, additional erosion control measures needed to meet City standards, the inclusion of a chemical stabilizer in portions of the stone path, and the relocation of two trees.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is fluid and cursive, with the first and last names clearly legible.

Tim Street, Operations and Development Division Director
2022-January

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
E&B PAVING, INC.
FOR**

GRIFFY LAKE FISHING PIER & LOOP TRAIL - CHANGE ORDER ONE

(Entered in this _____ day of _____, 2022)

WHEREAS, in September 2021 the City of Bloomington Department of Parks and Recreation (the “Department”) and E&B Paving, Inc. (“Contractor”) entered into an Agreement to construct the Griffy Lake Fishing Pier and Loop Trail; and

WHEREAS, the Department and Contractor have worked together to identify appropriate changes to the scope of the project to enhance pedestrian safety and to make other necessary changes; and

WHEREAS, these scope and cost of these changes is included in “Exhibit A – Change Order One”; 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 5 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. SERVICES: The Services listed in the attached letter (“Exhibit A”) will be added to the Scope of Work for the project. The schedule to complete all work remains unchanged from the original agreement.

Article 3. COMPENSATION: To amend the Agreement to reflect an additional charge of not to exceed one hundred five thousand three hundred forty-three dollars and sixty cents (\$105,343.60).

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

CITY OF BLOOMINGTON

E&B PAVING, INC.

Paula McDevitt, Director
Parks and Recreation Department

Contractor Representative

Kathleen Mills, Park Board President
Board of Park Commissioners

Printed Name

Beth Cate, Corporation Counsel

Exhibit A – Change Order One



E&B PAVING, LLC

2/12/2022

Tim Street
Operations and Development Division Director
Parks & Recreation
City of Bloomington, IN

RE: Griffy Lake Summary of Proposed Additional Work

Mr. Street,

E&B Paving has reviewed the proposed additional items of work at the Lake Griffy Fishing Pier project and offer the following scope of work clarifications and pricing.

PATH STABILIZATION

We will mechanically incorporate Stabilizer Solutions Path Stabilizer into the ¾ minus stone pathway topping at the slope on the north end of the causeway path. Approximately 80' length. The mixture will be placed compacted and dampened per the Stabilizer Solutions specification sheet.

SAFETY RAILING

We will install 234' of railing along the northern and southern sloping parts of the causeway path. Railing will be similar to detail #8 on drawing sheet L303. The intermediate rails will be attached to the interior face of the 4x4 treated posts with 3/8 lag bolts and the top cap 2x6 shall remain the same as shown. The 4x4 posts shall be placed 8' on center into 24" deep concrete filled sonotubes. Sonotubes shall be placed behind the block retaining wall.

BLOCK WALL SLOPE REVISION

We will install the additional Redi-Rock blocks required to connect the path to the north trail and the south bridge. The slope blocks shall be finished on multiple sides and a finished cap block shall be placed over the entire length of the wall to create a defined edge of the pathway. E&B will supply the labor and equipment to complete this portion of work at no cost.

TREE RELOCATION

We will transplant two small trees near the boat rental office. Location to be determined.

SILT FENCE ADDITION

We have installed 1476' of silt fence parallel to the coir log to meet the city's erosion control redundancy requirement.

AN EQUAL OPPORTUNITY EMPLOYER

2520 W. INDUSTRIAL PARK DRIVE, BLOOMINGTON, IN 47404

PHONE 812-334-7940

www.ebpaving.com

ASPHALT AND CONCRETE PAVING CONTRACTORS



E&B PAVING, LLC

The following documents are included for your review:

1. Cost breakdown for each item of work
2. Redi-Rock quote
3. Stabilizer Solutions quote and specifications.

If you should require any additional information, please let us know.

Thank You,

Jeff Ooley
Estimator/Project Manager
812-512-0681

AN EQUAL OPPORTUNITY EMPLOYER

2520 W. INDUSTRIAL PARK DRIVE, BLOOMINGTON, IN 47404

PHONE 812-334-7940

www.ebpaving.com

ASPHALT AND CONCRETE PAVING CONTRACTORS

GRIFFY LAKE PROPOSED ADDITIONAL SCOPE OF WORK SUMMARY

DESCRIPTION		MATERIAL	LABOR AND EQUIP	TOTAL
Path Stabilization 80'		\$525.00	\$2,907.00	\$3,432.00
Safety Railing 234'		\$3,025.00	\$16,992.00	\$20,017.00
Block Wall Slope Revisions		\$62,505.00	\$0.00	\$62,505.00
Tree Relocation (2EA)		\$0.00	\$1,235.00	\$1,235.00
Added Silt Fence (1476LF)	Sub	\$2,952.00	\$0.00	\$2,952.00
Self Perform Mark Up	10%			\$15,055.00
Subcontractor Mark Up	5%			\$147.60
			TOTAL	\$105,343.60



STAFF REPORT

Agenda Item: C-6
Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: Feb. 22, 2022
SUBJECT: CONTRACT ADDENDUM WITH AZTEC ENGINEERING FOR POWER LINE TRAIL DESIGN

Recommendation

Staff recommends approval of a contract addendum with Aztec Engineering for the design of the Power Line Trail corridor.

The additionally funded amount is not to exceed \$12,250. The funding source is the Bicentennial Bond Series A: 980-18-18018A-54510.

Background

In July 2020 the Board of Park Commissioners entered into a contract with Aztec Engineering for design of a multi-use trail along a Duke Power Line Easement running west from Rogers St. near Switchyard Park. Design continues, but new Duke Energy infrastructure being installed in the area has necessitated the need for additional design alternatives and a detailed title and property line search for five parcels of land.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Tim Street". The signature is fluid and cursive, with the first and last names clearly distinguishable.

Tim Street, Operations and Development Division Director

2022-January

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
AZTEC ENGINEERING GROUP, INC.
FOR
CONSULTING SERVICES**

(Entered in this ____ day of _____, 2022)

WHEREAS, in July 2020 the City of Bloomington Department of Parks and Recreation (the “Department”) and Aztec Engineering Group, Inc. (“Consultant”) entered into an Agreement to investigate and design a new terrain trail along the Duke Energy power line easement west of Rogers St. “Agreement”); and

WHEREAS, the Department wishes to extend the timeline and completion date for the work to be completed; and

WHEREAS, the Department wishes to have alternate designs prepared for the east end of the trail based on new information regarding Duke Energy power transmission and distribution infrastructure; and

WHEREAS, the Department wishes to further investigate property lines along the corridor through a detailed title and property line search; and

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

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

WHEREAS, pursuant to Article 26 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: In addition to the Services as Specified in Exhibit A, “Scope of Work,” Consultant shall also perform the following Services:

- A title search and detailed property line investigation on five parcels surrounding the eastern end of the trail corridor.
- Develop three trail alignment alternatives for the East end of the project, resulting from new equipment Duke Energy is installing in the easement and at their adjacent substation north of the trial/easement.

Article 4. Compensation: To amend the Agreement to reflect an additional charge of not to exceed twelve thousand two hundred and fifty dollars (\$12,250.00).

Article 6. Schedule: The schedule for Consultant Services set forth in Exhibit B will be modified to the following. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. The expiration date of this contract shall be December 31, 2023.

60% Plan Submission	June 2022
100% Plan Submission	November 2022
Public Bidding	April 2023
Bid Award	July 2023

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

CITY OF BLOOMINGTON

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, Park Board President
Board of Park Commissioners

Beth Cate, Corporation Counsel

AZTEC ENGINEERING GROUP, INC.

Adrian Reid, Associate Vice President



STAFF REPORT

Agenda Item: C-7

Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: February 22, 2022
SUBJECT: MOU WITH CITY OF BLOOMINGTON UTILITIES FOR THE OPERATION OF MILLER-SHOWERS PARK

Recommendation

Staff recommends approval of a Memorandum of Understanding with City of Bloomington Utilities for the operation of Miller Showers Park.

Background

The City of Bloomington Parks Department and City of Bloomington Utilities both have responsibilities at Miller Showers Park. This Memorandum of Understanding clarifies operational and fiscal responsibilities for the ongoing operation of the park, including stormwater detention infrastructure.

RESPECTFULLY SUBMITTED,

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

Tim Street, Operations and Development Division Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CITY OF BLOOMINGTON UTILITIES
FOR OPERATIONAL RESPONSIBILITIES
AT MILLER SHOWERS PARK**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Bloomington Utilities Department (“CBU”) acting through its Utilities Service Board (“USB”), and the City of Bloomington Department of Parks and Recreation, acting through its Board of Park Commissioners (“Parks”).

WHEREAS, the City of Bloomington Department of Parks and Recreation (“Parks”), and the City of Bloomington Utilities (“CBU”) both have certain responsibilities and costs related to stormwater detention, landscaping, public use, and the safe operation of facilities at this property; and

WHEREAS, Parks and CBU wish to formalize the delineation of these responsibilities and costs by a Memorandum of Understanding.

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

1. CBU shall be responsible for the following acts and associated costs:
 - 1.1. The operation and maintenance of the detention pools for the purposes of stormwater management. This includes dredging as needed to maintain stormwater capacities and periodic maintenance on the sediment traps and other associated costs.
2. Parks shall be responsible for the following acts and associated costs:
 - 2.1. The operation and maintenance of sidewalks, railings, bridges, central fountain lookout feature, and public art.
 - 2.2. The management of all vegetation in the park, including the management of terrestrial and aquatic nuisance and invasive species and the mowing and care of landscaped areas.
 - 2.3. The operation and management of irrigation and the irrigation pump, as well as the waterfall feature.
 - 2.4. Management of the floodplain extending north from the detention pools between College and Walnut Avenues.
 - 2.5. The safe trapping and removal of nuisance wildlife, when and if it becomes necessary to protect the vegetation, maintain the operation of the detention pools, or for other safety reasons.
3. Parks and CBU are jointly responsible for the detention pond walls and will evenly split the cost for any necessary repairs to these walls.

4. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. This Memorandum of Understanding will remain valid and in effect for a period of ten years from the date of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON
BOARD OF PARK COMMISSIONERS**

Kathleen Mills, President
Board of Park Commissioners

Date

Paula McDevitt, Director
City of Bloomington Parks and Recreation

Date

**CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD**

Name, Title

Date

Name, Title

Date



STAFF REPORT

Agenda Item: C-8

Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch, Urban Forester
DATE: February 22, 2022
SUBJECT: AGREEMENT WITH DAVEY RESOURCE GROUP, INC FOR 2022
BICENTENNIAL TREE PLANTING

Recommendation

Staff recommends approval of an agreement with Davey Resource Group, Inc. for planting of up to 304 trees and associated young tree aftercare across Bloomington along streets and within public right-of-ways.

The contract amount is not to exceed \$182,096 and will be funded from the Bicentennial Bond Series C: Account 980-18-18018C-54510.

Background

As part of the 2018 series of Bicentennial Bonds, \$800,000 was allotted to planting of street trees. Utilizing identified vacant tree planting sites, potential canopy cover, existing canopy cover, median income, and percent non-white populations, four project areas were identified. These sites were then evaluated for surrounding above ground and underground infrastructure, such as water lines, driveways, fire hydrants, etc. Through this process, a list of 304 sites was developed and is in the process of public outreach to receive feedback on these sites. A final list will be provided to the contractor after the public feedback deadline. Neighborhoods have been informed via postcards, emails to associated neighborhood representatives, a City of Bloomington press release, and a posting on NextDoor.

Davey Resource Group will conduct sourcing of trees, installation of trees and associated hardware, 6-month post-planting visits, and 18-month post-planting visits. Each site will have species determined selected from a pre-determined species palette, the available planting site size, any limiting surrounding infrastructure, any limiting site characteristics, and any associated community member feedback. The contractor will be provided alternative sites, if the original potential list of sites cannot be planted for

whatever reason, such as homeowner request, poor soil, unknown underground conflict, etc.

RESPECTFULLY SUBMITTED,

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

Erin Hatch, Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
DAVEY RESOURCE GROUP, INC
FOR
2022 BICENTENNIAL TREE PLANTING**

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Davey Resource Group, Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes plant street trees across Bloomington; and

WHEREAS, the Department requires the services of a professional Contractor in order to plant the amount of trees Scope of Work (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”, and Exhibit E Contractor’s February 11, 2022 Proposal, both of which are attached hereto and fully 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 June 30, 2024, 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 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 of Five Hundred Ninety-nine Dollars and zero cents per tree (\$599.00/tree) not to exceed One Hundred Eighty-two Thousand Ninety-six Dollars and zero cents (\$182,096.00). 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:

Erin Hatch
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

The term of this Agreement shall be one year, commencing on the effective date. 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.

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 seven (7) days 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 Baker Stone Work 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 (the "Indemnified Parties") from any and all claims, demands, damages, costs, expenses or other to the extent caused by the reckless or negligent acts or omissions of Contractor during performance of the Agreement, 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"). Contractor's indemnity, defense, and hold harmless obligations shall not extend to any Claims that are alleged to be caused by the negligence or willful misconduct of an Indemnified Party or other third party not controlled by Contractor; rather, such indemnification claims shall be administered based upon a determination of the proportional fault of each party. Contractor retains the right to select counsel reasonably acceptable to the Indemnified Parties, the Indemnified Parties will provide reasonable cooperation, and the Indemnified Parties will not unreasonably withhold consent to settle any Claims for which Contractor is providing defense or indemnification. This Article 13 shall survive the completion of Contractor's applicable services for a period of two (2) years. Notwithstanding anything to the contrary in this Agreement or elsewhere, in no event shall Contractor's total liability under this Article 13 exceed the applicable insurance limits set forth in Article 14 below. 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, except to the extent such loss is caused by the City.

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 a federal or state court with jurisdiction over 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		Davey Resource Group, Inc.
Attn: Erin Hatch		Attn: Aren Flint
401 N. Morton, Suite 250		5641 W. 73 rd St.
Bloomington, Indiana 47402		Indianapolis, IN 46278

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.

Article 28. Retainage

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Response Form, the Department requires that retainage be held set out below.

- a) **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.
- b) **Retainage Amount** The escrow agent, Department and Contractor shall enter into a written escrow agreement. Under that agreement, the Department shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to

receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

- c) **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Department and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Department, at which time the Department shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Department from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.
- d) **Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Department, Department may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Department that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Department or another party under contract with the Department, said funds shall be released to the Department.

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

CITY OF BLOOMINGTON

DAVEY RESOURCE GROUP, INC.

Beth Cate, Corporation Counsel

Brent R. Repenning, Executive Vice President

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

1. The Contractor shall plant trees in locations identified by the City of Bloomington’s Urban Forester on the “Primary Planting Locations” document to be provided to the selected Contractor. See Appendix A for approximate count, proposed tree type, planting area type and project area.
 - a. The general distribution of tree species utilized for planting should be selected in accordance with the prescribed species ratios in the “Species Palette” (Appendix B).
 - b. The trees to be planted are categorized as “small”, “medium” and “large.” (See Appendix B) for list of species considered small, medium, and large).
 - c. The Contractor is being asked to provide a per tree price for the planting of 304 trees (listed in Appendix A). Based on community feedback, the exact addresses and number of trees to be planted may change. The City will work to provide alternative locations to plant as close to 304 trees as possible, however, the Contractor should also provide a minimum number of trees planted to guarantee pricing.
2. The Contractor shall provide a list of preliminary trees species selected for each site, based on attached Exhibits, for review and approval from the Urban Forester.
3. The Contractor will contact 811 to have underground utilities marked before digging for all sites.
4. The Contractor shall plant trees in accordance to ANSI A300 Part 6 – *Planting and Transplanting* standards, ANSI Z133.1 standards for tree worker safety, and other applicable ANSI A300 standards. Either 15 gallon containerized or ball-and-burlap trees may be utilized for planting. Trees must have a caliper of 1.5 to 2 inches or 2 to 2.5 inches if using containerized or ball-and-burlap, respectively. Preference is for local hardiness zone sourced containerized trees.
 - a. Inspect the tree - Contractor shall carefully remove the soil at the top of the container to locate the trunk flare. Check for girdling roots and damage to the root system and lower trunk. Only trees of acceptable quality are to be used for planting.
 - b. Dig the hole - The hole may be a minimum of three times the diameter of the container diameter. The center of the planting hole must be excavated to the depth of the bottom of the rootball to the trunk flare. Dig the hole and leave an undisturbed “pedestal” in the center to allow for future soil settling. Any site with underground utilities within 3 feet must be hand dig. If utilizing a vertical auger for digging site, the Contractor must backfill the hole and tamp the soil, as necessary, to establish an appropriate planting depth.
 - c. Rootball preparation - Loosen and straighten outside and bottom roots prior to placing the rootball in the hole. The rootball may be up to 1 inch above ground level. Winding and girdling roots must be pruned to either the point they are perpendicular to the rootball, or a point where they can be straightened and placed perpendicular to the rootball. Remove burlap and twine from top of rootball, remove any synthetic material. Keep the roots moist during this process.
 - d. Backfill - Backfill the hole with the soil removed from the site, holding the trunk and central leader to ensure a straight upright position. Fill the entire hole level with existing soil grade. Structural roots should be at or slightly above existing surrounding grade. If any soil is remaining, such as a soil ring around the tree, this is to be removed to grade.

- e. Staking - Remove the nursery stake and any associated ties from the tree, if present. Install two stakes on the windward and leeward side of tree, at least 2 feet into the native soil outside the rootball. One tie per stake must be placed at the lowest point on the trunk where the tree crown stands upright. Ties must be loose enough so the tree can move in the wind, but taut enough that the tree does not rub the stakes during movement.
 - f. Deer Guards and Trunk Wraps – Remove all material from the trunk of the tree. Install deer guards around trunk of the tree as necessary.
 - g. Mulch - Apply 2-4 inches deep of wood chips or other organic mulch over the planting hole, remaining at least 4 inches away from the trunk flare.
 - h. Watering - After planting and staking the tree, apply water using a lower pressure application for a time long enough to saturate the rootball and planting area.
5. The Contractor shall complete all plantings in 2022 during the given Spring and Fall planting seasons, with preference for majority of plantings completed in Spring 2022.
 6. The Contractor shall visit all planted trees at approximately the six (6) month post-planting date. The contractor shall adjust stakes, ties, and other hardware as necessary. All trees shall be examined for survival. The contractor shall provide a report to the Urban Forester of any non-surviving trees.
 7. The Contractor shall visit all planted trees at approximately the eighteen (18) month post-planting date. The contractor shall adjust stakes, ties, and other hardware as necessary. All trees shall be examined for survival. Contractor shall prune all surviving trees following ANSI A300 Part 1 – *Pruning*, ANSI Z133.1 standards for tree worker safety, and other applicable ANSI A300 standards.
 - a. Contractor shall prune to remove visible deadwood, broken/hanging branches and improperly pruned branch stubs. Structurally prune trees to promote good branch structure and establishment/maintenance of dominant leader, including pruning back of temporary branches to establish lowest structural branches according to future street and pedestrian street clearance heights (14 feet and 8 feet, respectively).
 - b. Management of dominant leader shall be determined by ISA Certified Arborist on site - species and natural form will help dictate the feasibility of selecting a dominant leader.
 - c. No more than 30% of live crown to be removed.
 8. Contractor shall clean-up work sites to pre-work conditions. All brush, logs, and debris generated shall be disposed of by the Contractor. This includes sweeping of excess soil from sidewalks, roadways, and other hardscapes. All tags must be removed from the trees.
 9. Contractor shall provide all materials, labor, and equipment necessary to complete the project.
 10. Contractor shall communicate work schedule by block to be impacted at least two week in advance.
 11. Contractor shall, with the assistance of the Urban Forester, obtain any necessary right-of-way closure and no parking permits necessary to complete the project.
 12. Contractor must maintain a courteous and professional demeanor, remaining attentive at all times to employees and public.
 13. Contractor will provide cell phone number(s) to get in touch with the on-site supervisor during project in the event of an immediate need.
 14. Contractor shall provide an updated site list after planting for each project area, indicating if planting occurred, planting date, and species planted. If a site was unable to be planted this must be communicated to the Urban Forester with the reasoning for why planting was unable to be completed (e.g. underground utility conflict, subsurface paving or concrete, significant adjacent homeowner conflict, etc.).

15. Contractor shall provide a warranty for up to one (1) year, which includes replanting of trees that do not survive initial planting. This does not include replanting of trees lost due to vandalism.

EXHIBIT B

“Project Schedule”

Services for planting will be Spring 2022 (approximately March to end of June), with any remaining sites to be planted completed Fall 2022 (approximately September to November). All planting shall be completed by December 31, 2022.

The six month post-planting visits shall be completed by May 30, 2023.

The eighteen month post-planting visits shall be completed by May 31, 2024.

The entirety of services shall be completed by June 30, 2024.

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____.

Davey Resource Group, Inc.

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: _____

EXHIBIT E

See attached document.



City of Bloomington Parks and Recreation 2022 Bicentennial Tree Planting

Prepared For:

City of Bloomington

Erin Hatch, Urban Forester
Parks and Recreation
401 North Morton Street, Suite 250
Bloomington, IN 47404

Prepared By:

Davey Resource Group, Inc.

Aren Flint, Team Lead
Environmental Consulting
5641 West 73rd Street
Indianapolis, IN 46278

February 9, 2022



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Section I. Company Qualifications and Experience

Firm Background

With nearly 10,000 employees throughout North America, The Davey Tree Expert Company (Davey) provides solutions for residential, utility, commercial, and government clients. Rooted in research, the company's vision is to achieve balance among people, progress, and the environment. Tree experts since 1880, Davey provides diversified tree services, grounds maintenance, environmental services, and utility services. Celebrating 40 years of employee ownership, Davey is one of the largest employee-owned companies in the U.S. and is headquartered in Kent, Ohio.

Founded in 1992, Davey Resource Group, Inc. "DRG" is a wholly-owned subsidiary of The Davey Tree Expert Company. DRG was launched on the principle that nature and the built environment can co-exist for the benefit of people and their communities. DRG is a nationally recognized leader in innovation, research, and development of creative solutions for the stewardship of natural resources. DRG provides a variety of environmental consulting services to state and local governments, electric utility companies, conservation organizations, various commercial markets, and the private sector. Urban forestry services provided to municipalities and communities across North America include:

- Urban forest program planning
- Tree resource management planning
- Tree inventories
- Tree risk assessment
- Tree appraisals
- Structural pruning
- Tree planting
- On-call to full-time consulting arborist
- Crew supervision and arborist oversight
- Ordinance and code enforcement
- Urban tree canopy assessments
- Tree management software

DRG is fully staffed with professional scientists and technicians specializing in environmental planning, botany, forestry, wetlands science, hydrology/soils, zoology, and all aspects of computer science. Our urban forestry team consists of urban and traditional foresters, urban planners, Geographic Information Systems (GIS) and Information Technology (IT) specialists, and ecological scientists. We maintain an extensive list of professional certifications and the expertise and training of our urban forestry team is backed by a company rooted in tree care for more than a century. We have the knowledge, certifications, and training required to complete Bloomington's project on time.

Professional Certifications

- International Society of Arboriculture (ISA) Board Certified Master Arborists® (BCMA)
- ISA Certified Arborists®
- ISA Municipal Specialist
- ISA Tree Risk Assessment Qualified (TRAQ)
- Certified Commercial Pesticide Applicator
- Society of American Foresters (SAF) Certified Forester
- Adult First Aid/CPR/AED

A CULTURE OF SAFETY

Whether leading a project team or working with others as a subcontractor, DRG personnel adhere to rigorous safety standards to deliver reliable service. To achieve this goal, DRG has a comprehensive Safety and Loss Prevention Program that is designed to prevent workplace accidents, injuries, and illnesses. The primary purpose of the program is to ensure a safe and healthful work environment for staff and project partners, safeguard our drivers, fleet, and the public, and to prevent property damage.

Under management's leadership, all employees of DRG are held accountable for providing a safe work environment for themselves and their coworkers in order to achieve maximum control and prevention of incidents. Every employee actively supports and practices the company's standards of safety performance as part of their conditions of employment as referenced in our Code of Ethics.

Key Manager Safety Responsibilities

- Vigorously promoting safety as an integral value of Davey Resource Group
- Enforcing company policies and making certain that all employees are trained in accordance with The Davey Tree Expert Company Safety Program
- Conducting inspections to evaluate, identify, and mitigate workplace hazards
- Abating workplace hazards through written job plans and daily project briefings
- Making certain that workplace hazards are abated in a timely and efficient manner
- Timely reporting and proactive investigation of incidents and claims
- Participating in claims resolution and Return to Work Program for injured workers
- Taking corrective measures toward prevention of incident re-occurrence



DRG has quickly adapted our project approach in adherence with all CDC and state regulations regarding COVID-19.

Customer Service Philosophy

We know that to be the best, we must always work to be better. DRG understands that innovation, experience, technology, quality assurance, and communication—provided by a well-trained, professional staff—are keys to successful projects and client satisfaction. Our staff are trained to understand the critical importance of quality assurance and internal and client communication before, during, and after a project. Pre-work meetings, routine project meetings, communication during the project, and post-work debriefings are all keys to delivering a successful project outcome for you, our client.

Quality, Teamwork, Communication

These three words are the guiding principles of our project approach—the elements that we will never compromise on. We manifest **quality** through the continual reinvention and adaptation of our processes to achieve the highest quality results at the best value. Fostering an environment of **teamwork** is essential for meeting customer expectations and achieving fiscal responsibility. To that end, we consider our clients as the team leaders, and we take our role as project manager and facilitator of your goals very seriously. DRG begins every project by forming a team of experts hand picked to serve the needs of your individual project. Open **communication** is the glue that binds it all together, ensuring that project goals, strategic direction, and updates are shared and understood by all.

Stewards of Your Goals and Budget

DRG works hard to consistently meet established deadlines and complete projects at or below their estimated budgets. The true test of our abilities will be whether the solutions we offer will help you achieve your overall vision for your project. DRG aims to ensure that our work helps you accomplish your goals and objectives. We realize the investment you make in your project, and we will strive to provide successful strategies that will maximize your investment.

DRG'S CORE VALUES



Safety

Davey goes above and beyond standard safety expectations, so it's no surprise we've earned one of the top safety records in the industry.



Integrity

Rooted in tree care expertise since 1880, we continue to live by John Davey's original company motto of "Do it right or not at all."



Expertise

The Institute strives to lead Davey in scientific rigor and advancement, ensuring that we provide the highest quality of service in our industry.



Leadership

Davey is proudly committed to supporting our communities where we live and work, focusing especially on trees and the environment.



Stewardship

For 140 years, Davey has been rooted in corporate responsibility—demonstrating environmental, social and economic stewardship in everything we do.



Perseverance

At Davey, ongoing training is important to ensure our employees are equipped with the best and safest techniques to care for the unique needs at every job site, every time.

Office Locations

DRG provides natural resource services to clients throughout the United States. With 23 DRG offices, more than 800 knowledgeable DRG staff, and the tree service support of 199 Davey Residential and Commercial Landscape Services offices across the nation, DRG has the staffing depth and equipment to assist with a diverse range of urban forestry projects. The map below displays the location of Great Lake DRG offices. The table presents the locations of DRG and Davey Residential and Commercial Landscape Services offices within operational proximity to Bloomington, Indiana.

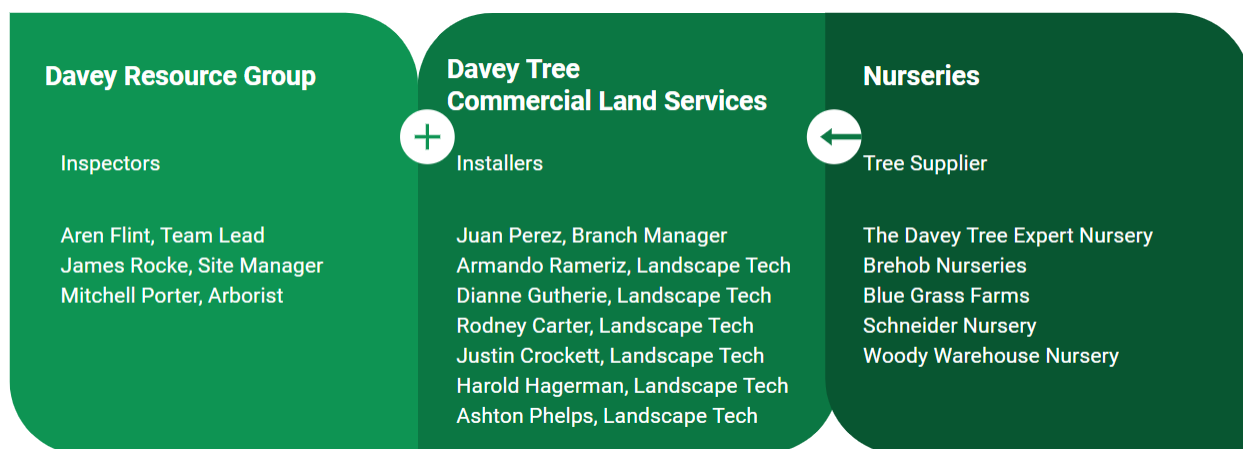
1. DRG, Indianapolis – Heather Bobich, Area Manager
5641 West 73rd Street, Indianapolis, IN 46278
heather.bobich@davey.com, 317-558-8545
2. Davey, Indianapolis – Jaun Perez, Operations Manager
6801 Hawthorn Park Drive, Indianapolis, IN 46220
juan.perez@davey.com, 317-849-4760
3. DRG, Cincinnati – Dave Benninger, Area Manager
4435 Aicholtz Road, Suite 700, Cincinnati, OH 45245
david.benninger@davey.com, 330-749-9525
4. Davey, Cincinnati – Justin Slusher, Operations Manager
3220 Profit Drive, Cincinnati, OH 45014
justin.slusher@davey.com, 513-860-5097



DRG has eight offices (red pins) designated to serve the Great Lakes region.

Bloomington's Project Team

The project team designated to serve Bloomington will be primarily staffed and equipped by DRG and Davey offices in Indianapolis, IN. Below is a flow chart of the staffing plan to meet Bloomington's project goals. Only as staff or equipment is needed, the Davey Ciniccinati, OH office will provide support to assure the project will stay on schedule. Their staff is not listed below but can be provided upon request.



The project will be overseen by Aren Flint who will provide general project management and oversight of work conducted by DRG and Davey staff. She will coordinate all project planning and fieldwork activities, and will provide routine project updates and billing management. Primary contact information for Bloomington's project manager are provided below.



Name: Aren Flint

Phone Number: 765-430-9020

E-mail: aren.flint@davey.com

Aren Flint serves as a municipal urban forestry specialist and team lead with DRG. She joined DRG in February 2005 tasked with tree inventory and management plan writing throughout the eastern half of North America from the Mississippi River to the Atlantic Ocean. From 2019 to 2021, Aren led urban forestry projects in Bloomington, IN that included the tree inventory, urban tree canopy assessment, prioritized tree planting plan, tree pruning services, and tree planting site evaluation. Aren is the lead of forestry programs in Plainfield, IN and Columbia City, IN where DRG serves as the contract forestry team and schedules annual tree removal, pruning, and planting maintenance. Aren has worked with more than 40 cities and towns throughout Indiana and holds more than seventeen years of diverse experience within the arboriculture industry. Aren is an ISA Certified Arborist and Municipal Specialist (IN-3190AM) and holds a bachelor of science degree in natural resources from the School of Agriculture at Purdue University.

References

DRG has worked very diligently to earn its reputation for quality professional consulting services, and for its excellent responsiveness to its clients. Many of our clients, including the Town of Plainfield and Michigan Department of Transportation, continue to retain our services on an annual basis. We are pleased to provide these satisfied clients as references. We encourage Bloomington to contact each one to receive a better understanding of the quality of the services we provide:

Town of Plainfield: Shannon Swan, Deputy Director

Department of Public Works, Operations

986 South Center Street

Plainfield, IN 46168

317-754-5172

sswan@townofplainfield.com

Michigan Department of Transportation: Sue Datta, Senior Project Manager

Metro Region Office

18101 W Nine Mile Road

Southfield, MI 48075

248-388-0730

dattas@michigan.gov

Cobblestone Homeowners Association: Lindsay Farley, Board President

4596 Pebblepointe Pass

Zionsville, IN 46077

317-752-8891

lfarley@strategynest.com

Ardley Management: Kim Boyd, Community Association Manager

3002 E 56th Street

Indianapolis, IN 46220

317-253-1401

kboyd@ardsleymgmt.com

Section II. Project Approach and Timeline

Understanding of Project Goals

DRG understands the overall primary goal of this project is to coordinate and provide new tree establishment services including location confirmation, purchasing, installation and aftercare, and one year warranty of 304 city trees. Estimates are based on the planting of 304 trees total in 2022; see the Proposal Response Sheet for minimum limits of our estimated cost and an estimation of the number of trees installed in spring and fall. Based on Bloomington's RFP, the following summarizes DRG's project approach.

Davey Resource Group's Approach

DRG must thoroughly understand your requirements and goals for a successful project before we can authorize and implement the approach detailed in this proposal. However, the city desires a contractor that can meet or exceed tree planting quality standards and industry-accepted best practices. As the contractual arborist for this project, DRG will locate, purchase, install, and maintain a to-be-determined number of trees along city streets, within city parks, and at other public properties as directed by the City of Bloomington.

1. *Coordination:* From project beginning to end, DRG staff keep open lines of communication with the City of Bloomington via telephone, e-mail, and, as needed, in-person meetings. DRG answers any questions Bloomington has as well as keeps the city apprised of the project's progress. Once awarded the project, DRG executes a contract and supplies required items such as the Taxpayer Identification Number and Certification, Electronic Funds Transfer form, insurance per project specifications, and E-Verify and Non-Collusion affidavits. Appendix A contains DRG's Affirmative Action Plan approval by the City of Bloomington. Appendix B contains contract language adjustments requested by DRG. Appendix C contains the City of Bloomington addendum responses to questions asked by interested contractors, including DRG, on February 7, 2022. Following contract execution, DRG's project manager will meet with the city's urban forester to discuss the city's project procedures and timeline, planting plans and specifications, and other specifics to meet project goals. DRG will confirm planting locations identified by Bloomington's urban forester by placing a white flag at each designated planting location and providing the urban forester a final listing. It will be Bloomington's responsibility to contact the property owner and notify DRG of planting location changes needed based on community feedback. Based on timing of relocation changes needed, DRG will be granted an additional 2 weeks for 811 and scheduling coordination. Additionally, DRG will ask Bloomington for a park location which could receive trees and DRG will have utilities located for last minute location changes. Any concerns or questions DRG has regarding the city specified planting locations will be relayed to the urban forester and discussed for relocation as necessary. The timing of this task is planned for February and March 2022.

2. *Procurement and Delivery:* This task secures the tree stock necessary for Bloomington's planting project(s). DRG intends to source trees from Indiana grown stock, but may source trees from reputable tree farms in Ohio, Kentucky, and Illinois due to species specific cost or availability. Estimates are provided based on DRG providing stock from the inventories of Woody Warehouse, Brehob Nurseries, The Davey Tree Nursery, and Schneider Nursery. DRG will coordinate with the tree farm who is able to provide the city's request of stock, size, and species/variety at the best competitive cost. If the specific trees are not available, DRG will circle back with Bloomington to confirm an alternate tree will be acceptable. Once stock is secured for Bloomington's project, DRG will begin coordination with 811 and stock delivery with the installation team. The timing of the procurement task is planned for April 2022 and October 2022; the timing of deliveries is planned to be in tandem with the installation task.
3. *Installation:* This task places the trees in their respective home following best management practices for tree installing, mulching, and staking. DRG's project manager will communicate directly with the city's primary contact throughout the planting process to keep partners apprised of timing, progress, and any difficulties. At least two weeks prior to planting, DRG's team will submit work zone restriction requests to the city's urban forester and will submit 811 utility locate requests for each planting location. DRG will reconfirm planting locations are still viable, and if any are within the bounds concerning safety or conflict, DRG will work with the city's urban forester to find a suitable relocation site. It is not DRG's intention to use staging/storage lot(s); however, we will need to secure staging/storage lot(s) if it becomes necessary. The day of installation, DRG subcontractors will set up traffic control, as appropriate, to maintain a safe work zone during installation, and will install trees according to specifications. DRG will carefully inspect the tree stock for girdling roots and damage to the root system and lower trunk. Circling and girdling roots will be corrected. Most planting holes will be mechanically dug and trunk flares will be planted at soil grade. Any site constraints or difficulties at a particular planting location will be immediately relayed to the city's urban forester by DRG. Each tree will be backfilled with Davey's Arbor Pro and biochar mix, mulched with a ring of wood chip material 2–4 inches deep and 4–6 feet diameter wide, watered at planting, staked with two (2) rods outside the root ball and one loose tie, and receive one empty watering bag. Mulch will be kept about 4 inches away from trunk flare. Stakes will be placed parallel to the road or southwest to northeast where site restrictions allow. DRG's project manager will submit a list of completed planting locations to the city's urban forester for inspection and confirmation. DRG plans for tree installations to be conducted in May 2022 and October/November 2022.
4. *Post Planting Inspections and Care:* DRG will conduct two (2) post-planting inspections to monitor tree health, adjust stakes/ties, and training prune as requested in Bloomington's RFP. The first inspection will be six (6) months post planting. Objectives of this visit are to ensure stakes and ties are secure and examine tree health. The second inspection will occur 18 months post planting. Objectives of this visit are to ensure stakes and ties are secure, examine tree health, and prune surviving trees for dead/dying/diseased/broken branches, improved structure including crossing limbs, and city specified clearances. After each post inspection, DRG will submit a brief e-mailed report summarizing inspection findings and maintenance provided. DRG will utilize the city's TreeKeeper[®] to update the tree inventory, store photos, and document routine inspections. DRG plans to inspect trees and provide said tree care in November 2022, May 2023, and November 2023. One-year warranties will end approximately in May and November 2023.

Project Area	Number of Species Proposed		
	Large	Medium	Small
1	15 <i>Celtis occidentalis</i> 15 <i>Quercus alba</i> 12 <i>Quercus lyrata</i> 42 Total**	2 <i>Betula nigra</i> * 2 Total	8 <i>Amelanchier laevis</i> * 9 <i>Cercis canadensis</i> 17 Total
2	18 <i>Gymnocladus dioica</i> * 18 <i>Quercus bicolor</i> 17 <i>Quercus shumardii</i> 53 Total**	1 <i>Cladrastis lutea</i> 1 Total	9 <i>Amelanchier x grandiflora</i> * 10 <i>Carpinus caroliniana</i> 19 Total
3	18 <i>Tilia americana</i> * 18 Total **	1 <i>Ostrya virginiana</i> 1 Total	29 <i>Amelanchier laevis</i> * 29 <i>Cercis canadensis</i> 10 <i>Cornus florida</i> * 29 <i>Carpinus caroliniana</i> 97 Total
4	10 <i>Nyssa sylvatica</i> 10 <i>Ulmus</i> hybrids* 20 Total**	1 <i>Quercus stellata</i> 1 Total	11 <i>Amelanchier x grandiflora</i> * 11 <i>Cercis canadensis</i> 11 <i>Carpinus caroliniana</i> 33 Total

*Species with cultivar or specific requirement noted in RFP

- *Amelanchier laevis* 'Spring Flurry'
- *Amelanchier x grandiflora* 'Autumn Brilliance'
- *Betula nigra* single stem only and standard form
- *Cornus florida* avoid full-sun sites
- *Gymnocladus dioica* male clones only
- *Tilia americana* 'McSentry', 'Boulevard', 'Remond'
- *Ulmus* hybrids 'Frontier', 'Homestead', 'Patriot', 'New Horizon'

***Quercus macrocarpa* will be a substitute species for unavailable large statured species.

Client Responsibilities

1. The city will provide DRG with imagery, maps, planting locations with target species, and data files to facilitate field confirmation of planting locations.
2. The city will provide TreeKeeper[®] access and user agreement.
3. Immediately after contract execution, the city will participate in a kickoff meeting with DRG to begin the coordination of nursery procurements and planting locations.
4. The city will give notification to property owners and residents a minimum of 1 month ahead of tree installment and inform DRG of any changes needed prior to delivery of tree stock.
5. The city to reserve work zones as requested 2 weeks prior to the start of fieldwork and as requested by DRG.
6. The city will provide daily contact information and direction during the project period.
7. If needed, the city will assist with locating a secure storage lot.
8. The city will be responsible for all watering after the initial day of watering and replacement of all water bags after initial installment.

Timeline

The following project timeline lists key tasks along with expected completion dates. If Bloomington's project schedule differs from what DRG projected, use the information for planning purposes.

Project Timeline									
Task	February 2022	March 2022	April/May 2022	October 2022	November 2022	April/May 2023	October 2023	November 2023	April 2024
Award - Contract, insurance, performance and payment bonds	February 22 Park Board Meeting								
Kick-off Meeting - Review and confirm scope, establish communication procedures									
Planting Coordination - Finalization of planting locations and species assignments, 811 verification, work zone scheduling									
Tree Procurement and Installation - Purchasing and planting of 304 trees, 188 in Spring and 116 in Fall									
Planting Inspections - Post planting 6- and 18- month assessment and after care					Spring 6 month	Fall 6 month		Spring 18 month	Fall 18 month
End of One-year Warranty									

Section III. Proposal Response Sheet

Based on our evaluation of your project objectives and our project approach detailed above, DRG proposes the following cost details on the City of Bloomington's Proposal Response Sheet. Following the Proposal Response Sheet are DRG Terms and Conditions and Limited Warranty.

5. Proposal Response Sheet

2022 City of Bloomington Parks and Recreation 2022 Bicentennial Tree Planting Project.

Please use the space below to indicate your Company's proposed cost per tree, inclusive of all related expenses necessary to complete the Scope of Work as outlined in this Request for Proposal packet. Please list the size of tree planned for purchase.

Pricing and Tree Size Information:

Pricing	The proposed cost per tree is \$: <u>599.00</u> / tree. A minimum number of <u>100</u> planted trees is needed to guarantee this price.
---------	--

For informational purposes only: the proposed size of trees for this project: 1.5" - 2.0" 15 gallon and/or 2.0" - 2.5" ball and burlap trees.

Timeline Information:

Proposed start date for this project is March 8, 2022.

Timeline	Spring 2022	Number of Trees to be Planted: 188	Project Areas: 1, 2, 4
	Fall 2022	Number of Trees to be Planted: 116	Project Areas: 3

Payment Preference:

Requested Form of Payment (Choose one):	<input type="checkbox"/>	A Single Lump Sum Payment following completion of the project. Invoice shall be submitted within thirty (30) days following acceptance of the project.
	<input checked="" type="checkbox"/>	Progressive Payments for work completed and invoiced throughout the project.

Subcontractors:

Any and all Subcontractors performing work valued over \$10,000 shall be listed below. Any Subcontractor not listed below at the time of the bid must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, any Subcontractor performing work on this contract is a Tier 2 contractor.

SUBCONTRACTORS	ADDRESS	TYPE OF WORK
N/A		

In submitting this proposal, Contractor represents that:

- A. Contractor has become familiar with and is satisfied as to the general, local, and State conditions that may affect cost, progress, performance, and furnishing of the Work.
- B. Contractor has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of which is hereby acknowledged.

No. <u>1</u>	Dated <u>1/7/2022</u>
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

SIGNATURE

SIGNATURE:  DATE: 02/08/2022

NAME & TITLE PRINTED: Kenneth A. Joehlin, Vice President & General Manager

Terms and Conditions

- All pricing is valid for six months from the date of this proposal.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- All reports are provided only to the client unless otherwise directed.

Limited Warranty

Davey Resource Group, Inc. "DRG" provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

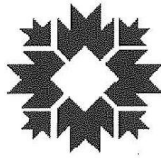
DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

Appendix A

DRG's Affirmative Action Plan Approval Letter by the City of Bloomington



City of Bloomington
Human Rights Commission

TO: PARKS
Attn: Paula McDevitt

DATE: February 3, 2022

RE BIDS FOR: 2022 Bicentennial Tree Planting Project RFP

DEADLINE: February 11, 2022

Dear Board Members:

I have reviewed the affirmative action plan for Davey Resource Group, Inc., which is on file with the City Legal Department. I find the plan acceptable under the City of Bloomington Human Rights Ordinance and under the Contract Compliance Regulations. I will retain a copy of the plan in my files.

Sincerely,



Barbara E. McKinney
Director

Cc: File
Bidder

Appendix B

Terms of Contract Requested Adjustments

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, and Exhibit E, Contractor’s February 11, 2022 Proposal, both of which are attached hereto and fully incorporated into this Agreement.

Article 7. Termination

The Department may terminate or suspend performance of this Agreement at the Department’s prerogative at any time upon seven (7) days written notice to Contractor.

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 (the “Indemnified Parties”) from any and all claims, demands, damages, costs, expenses or other liability ~~arising out of the Agreement or occasioned by to the extent caused by~~ the reckless or negligent acts or omissions of Contractor during performance of any provision thereof the Agreement, 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”). Contractor’s indemnity, defense, and hold harmless obligations shall not extend to any Claims that are alleged to be caused by the negligence or willful misconduct of an Indemnified Party or other third party not controlled by Contractor; rather, such indemnification claims shall be administered based upon a determination of the proportional fault of each party. Contractor retains the right to select counsel reasonably acceptable to the Indemnified Parties, the Indemnified Parties will provide reasonable cooperation, and the Indemnified Parties will not unreasonably withhold consent to settle any Claims for which Contractor is providing defense or indemnification. This Article 13 shall survive the completion of Contractor’s applicable services for a period of two (2) years. Notwithstanding anything to the contrary in this Agreement or elsewhere, in no event shall Contractor’s total liability under this Article 13 exceed the applicable insurance limits set forth in Article 14 below.

Article 14. Insurance

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, except to the extent such loss is caused by the City.

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,~~a federal or state court with jurisdiction over Monroe County, Indiana.

EXHIBIT B “Project Schedule”

The eighteen-month post-planting visits shall be completed by ~~December 31, 2023~~May 31, 2024.

The entirety of services shall be completed by ~~December 31, 2023~~June 30, 2024.

Appendix C

City of Bloomington RFP Addenda



Addendum #1 - Questions from Pre-Proposal Meeting on 1/7/22 City of Bloomington - Request for Proposals 2022 Bicentennial Tree Planting Project

1. **Question about watering** – The City of Bloomington (“COB”) is asking Contractors to water-in trees during initial planting, and to install 20- or 25- gallon water bags on each tree. The Contractor is not responsible for the condition or replacement of water bags after initial installation. COB is responsible for the follow-up watering of all trees, as part of regular summer watering by COB. Contractor is not responsible for tree replacement under the one-year warranty due to vandalism.
2. **Question about staking requirements** – Clarification on RFP requirements in 1.1.4.5: Staking will not be required on all trees. Staking will be required as needed, such as in areas of high traffic, high wind, and loose soil. The City’s Urban Forester will work with the selected contractor to evaluate the need for staking.
3. **Question about tree species availability** – COB may allow changes to the percentages allowed in the species palette and specific species selection based on supply chain issues, etc. as they are brought to the City’s attention.
4. **Question about tree species assigned to individual sites** – The Contractor will consult with the Urban Forester, if after site evaluation they believe that a different size class species than provided by COB is appropriate for any given site.
5. **Question about planting diameter** – Contractor will install will apply best management practices as appropriate for individual sites to ensure appropriate planting depth and rooting potential. Not all sites may require or be appropriate for full excavation to 3x the diameter of the rootball to allow to planting. Alternative excavation methods, such as Air spading, are acceptable – in lieu of full excavation.
6. **Question about contract completion date** -- Contractors should note the contract completion date on the Sample Contract is an example only; the completion date may be set to 2024 based on 18-month follow-up needs.
7. **Question about utility locates** – COB will provide the selected Contractor with the City’s standard tree planting utility distance requirements and previously identified underground utilities for each planting site, however, selected Contractor is still required to complete utility checks via 811 for each site. Any potential utility or infrastructure conflicts should be reviewed with the Urban Forester.
8. **Question about completion methodology** – COB has a preference for the Contractor to complete a single project area before moving to another one; however, this may be determined by species availability and other factors.

9. **Question about mailing zip code** – The mailing zip code for proposal delivery is 47404, not 47402 as noted once in RFP packet.
10. **Question about soil** – COB is not requiring biostimulants or soil stabilizers for this project.
11. **Question about number of sites** – The total number of planted sites will not go up from the number stated in the RFP, but may go down based on property owner feedback. If any sites are removed because of property owner feedback COB will attempt to provide like-for-like replacement sites for the tree plantings elsewhere within the city limits. If a property owner expresses displeasure with a tree planting to the selected contractor during tree installation, Contractor should cease work at that site and contact the Urban Forester to resolve the situation.



STAFF REPORT

Agenda Item: C-9

Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February 22, 2022
SUBJECT: ADJUSTMENT TO THE 2022 PRICE SCHEDULE FOR A FAIR OF THE ARTS PROGRAM

Recommendation

Staff recommends a change to the range of pricing for the “A Fair of the Arts” program listed in the 2022 Price Schedule. Staff requests the pricing be adjusted to a range starting at \$35.00 per event to \$60.00 per event. This price range would include the A Fair of the Arts at the Tuesday Market (June- September) and the A Fair of the Arts at the Saturday Market (May- October).

Background

The approved Price Schedule included a pricing range under the “Community Events” section for the “A Fair of the Arts” program of \$45.00 to \$60.00 for an artist booth per event. Upon careful review of participant surveys from 2021 we would like to adjust this range to \$35.00 to \$60.00 per booth per event. We feel that this range will encourage greater artist participation in the Tuesday Market held on the second Tuesday from June through September in Switchyard Park.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator



STAFF REPORT

Agenda Item: D-1
Date: 2/16/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: February 22, 2022
SUBJECT: ENVIRONMENTAL RESOURCES ADVISORY COUNCIL 2021 ANNUAL REPORT

Background

Each year, a representative from the Environmental Resources Advisory Council (ERAC) presents an annual report to summarize the topics and initiatives discussed by the council. ERAC acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) voting members and one (1) ex-officio member. ERAC continues to meet virtually via Zoom every other month. Anyone wishing to join these meetings can access the meeting details on the public calendar available on the City's website. Joining us to present the 2021 Annual Report, we have ERAC's Co-Chair, Daniel Myers.

RESPECTFULLY SUBMITTED,

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

Rebecca Swift, Natural Resources Coordinator



2021 Environmental Resources Advisory Council Annual Report

2021 Initiatives and Topics of Interest

- COVID-19 Impacts
- Long-term Restoration Projects
- Cascades Park Trail & Stream Stabilization Project
- Griffy Master Plan Updates
- Griffy Lake Nature Preserve Deer Management
- Griffy Lake Loop Trail/ Griffy Accessible Fishing Pier Development

COVID-19 Impacts on Parks and Recreation

In March 2020, the State Department of Health confirmed Indiana's first case of coronavirus (COVID-19). A year later, COVID-19 safety precautions were still in place by the direction of the Monroe County Health Department (MCHD). While some State restrictions were rescinded, indoor face masks requirements, physical distancing, and contact tracing procedures were still enforced in Monroe County to reduce transmission. Additionally, Governor Holcomb declared that all public meetings be held virtually to discourage indoor group gatherings. For this reason, all ERAC meetings in 2021 were held on Zoom.

Fortunately, Bloomington Parks and Recreation Department (BPRD) facilities such as both public pools and the Twin Lakes Recreation Center were able to welcome visitors again, community events were able to happen as planned, and several improvement projects were able to begin.

COVID-19 and related variants have persisted to impact the public health in this County, so BPRD will continue to promote and enforce safety precautions that help reduce the transmission.

Long-term Restoration Projects

Throughout the year, ERAC members were given updates on several long-term restoration projects that take place on BPRD property. These projects include new tree plantings and replacements, invasive plant management along public trails and riparian corridors, native plant installations in urban greenspaces, as well as low-mow practices in park spaces to minimize fuel use and increase habitat for wildlife. These projects support a variety of the City's current Sustainability Action Plan (SAP) and Climate Action Plan (CAP) goals.

Additionally, members reviewed plans for a prescribed burn at Griffy Lake Nature Preserve and provided feedback on the Integrated Pest Management Plan (IPM). Parks staff also invited private contractors to present project results and allow ERAC members to ask questions regarding the process and outcomes. ERAC members continue to provide feedback and make suggestions for additional restoration projects.

Cascades Park Trail & Stream Stabilization Project

Preparation for the Cascades Park Trail and Stream Stabilization Project began early in the year. ERAC members provided feedback on the project scope, which included stabilizing the streambank to reduce erosion, constructing an accessible boardwalk to the Cascades waterfall, and extending the Cascades Park Trail (Phase 5 of the project). Members also weighed in on the removal of several trees along the west side of the creek. These trees were removed to allow for the creek banks to be reshaped to improve the stream conditions. A tree replanting ratio of 5 to 1 will occur in the same watershed to offset these removals once construction is complete.

Additionally, ERAC members were asked to comment on the pilot road closure. Since March 2020, Old State Road 37 through Lower Cascades Park had been converted to a bicycle- and pedestrian-only trail. Considering a lot of public input, the road through Lower Cascades was reopened for motorists with several speed bumps added.

The Cascades Park Trail (Phase 5) and Stream Stabilization Project is on track to be completed in 2022.

Griffy Master Plan

The original 1984 Griffy Master Plan was updated in 2008. Since then, Parks staff have decided to update the plan annually by sections. In 2020, Parks hired Western EcoSystems Technology, Inc. (WEST) to complete a bird, reptile, and amphibian inventory of Griffy Lake Nature Preserve. The information gathered from this study will be used to update the Griffy Master Plan and ensure the appropriate management of this property. In December 2021, WEST shared the Reptile, Amphibian, and Avian Inventory Surveys at Griffy Lake Nature Preserve with Parks staff. ERAC members will review this report at the February 2022 meeting.

Aquatic vegetation management in Griffy Lake continues to be supported by the Lake and River Enhancement (LARE) grant provided by Indiana Department of Nature Resources (IDNR). Using LARE grant funds, Parks staff hired Aquatic Control to conduct vegetation surveys, control invasive species, and update the Griffy Lake Aquatic Vegetation Management Plan. As part of the LARE program requirements, the results from this restoration project are presented to the City of Bloomington Board of Park Commissioners as well as shared with ERAC members.

Terrestrial vegetation continues to be monitored annually by contracted Field Botanists from Eco Logic, LLC. Researchers are specifically tracking understory plant growth to indicate deer browse pressure. This data is used to inform decisions regarding deer management on the property.

Griffy Lake Nature Preserve Deer Management

Deer management, once again was a regular discussion topic at meetings. In 2021, BPRD applied for and received a grant from IDNR to cover a portion of the cost for the Community Hunting Access Program (CHAP) at Griffy Lake Nature Preserve. Funds were used to hire a CHAP coordinator to plan and facilitate the hunt during the last three weekends of November during deer season. BPRD hired White Buffalo,

who was previously hired to do the sharpshooting in 2017 that removed 62 deer, coordinated the 2019 CHAP program that removed 26 deer from the park, and coordinated the 2020 CHAP program that removed 40 deer from the park.

With the help of the CHAP coordinator, all 43 participants were required to pass a proficiency test and be properly licensed to hunt deer with firearms on the property. Deer Reduction Zone status was requested from the IDNR and approved, however the announcement of this coincided with news regarding the start of the archery season. This has created some confusion among hunters who are under the impression that they may go to Griffy to hunt using archery equipment – the only hunting allowed at Griffy is during the CHAP hunt. For safety reasons, hunters were only permitted to fire downward from tree stands. A private security firm was hired by the BPRD to patrol the access points to Griffy Lake Nature Preserve, and to advise members of the public of the temporary closure of the property during the hunt. Signs were placed conspicuously at parking areas and trail heads to inform the public of the closure of the property during the weekends of the hunt.

In total, 47 deer were removed from the park over the three weekends. Research and plant inventories conducted by Eco Logic, LLC. continue to show that deer management is required to allow native plants to recover. Specifically, Parks staff aims to reduce browse pressure on young oak and hickory saplings so that they can mature enough to support wildlife in the park. These native tree species are also desirable because they are more resilient to the pressures of climate change, such as droughts and high winds.

ERAC members support long-term deer management at Griffy Lake Nature Preserve and will continue to annually review the CHAP results along with the vegetation study data.

Griffy Lake Loop Trail / Griffy Accessible Fishing Pier

Trees & Trails Bicentennial Bond funding has been obtained for the design and development of this project. In 2020, Parks staff presented the proposed Griffy Lake Loop Trail route to ERAC members as well as the plans for several trail connections and an accessible fishing pier. Unfortunately, due to COVID-19 impacts on labor and material costs, the project scope was shifted based on the construction budget and split into phases. The first phase includes constructing an accessible pedestrian walkway along the west side of N. Headley Road to connect users to the south and north trail segments as well as adding five fishing access points along the western shoreline. Parks staff provided an updated design to ERAC members as well as invited a representative from Mader Design LLC. to attend an ERAC meeting and answer any questions.

In August 2021, Griffy Lake was lowered to allow contractors to examine the shoreline conditions before going to bid on the project. In September 2021, Parks staff solicited bids for phase one of this project. Bids still came in over budget, so construction materials had to be adjusted. For example, limestone blocks were originally proposed for the retention wall, but Redi-Rock Kingstone will be used instead. BPRD awarded the bid to the sole bidder, E&B Paving, Inc. Construction was permitted to begin in December 2021 and last until July 2022. Site prep included removing trees along the western shoreline as well as converting the causeway to a single-lane one way (northbound) road. Park users are still able to access the main parking lot and hiking trails at Griffy Lake Nature Preserve.

Parks staff continue to update ERAC members on design plans, permit requirements, and construction progress for this project.

Trail Updates

Throughout the year, ERAC members were updated by Parks staff on trail development projects. While the Griffy Lake Loop Trail and the Cascades Park Trail received the most attention, other projects such as the Wapehani connector trail construction, the Mill Property donation, boot brush stations, and various invasive plant management efforts along other City trails were discussed. The Wapehani connector trail has been routed and construction is almost complete. This natural-surface trail segment will connect the Green Loop and Blue Loop trail routes on the eastern side of Wapehani Mountain Bike Park. The Mill Property donation includes the trail section east of Weimer road, close to the proposed east-west trail from Switchyard Park to Wapehani. This section, approximately 900 feet long and paved, will be used as part of the Clear Creek Trail extension. There is potential for additional connections to the proposed Powerline Trail and RCA Park. These projects support goals outlined in both the City's SAP and CAP which aim to connect existing greenspaces and provide additional access to residents.

Trail connections and development will continue to be discussed bi-monthly with ERAC members.

Outreach

Every meeting, ERAC members were updated on BPRD's education and outreach activities such as the Roving Naturalist, Nature Days, Weed Wrangles, Adopt-A-Stream/Acre/Trail, and After-school Nature Club programs. BPRD had to adjust outdoor programs and events to accommodate active COVID-19 protocols. Group sizes were limited, face masks required, and hand sanitizer used often. Since in-person gathering restrictions were lifted, many large community events were able to resume, such as Bug Fest, BirdFest, and Get Outdoors Day. BPRD partners with several outside agencies to coordinate these events.

Additionally, BPRD continued its partnership with Monroe County-Identify and Reduce Invasive Species (MC-IRIS) to host a monthly First Saturday Weed Wrangle program and educate the community on invasive plant management. In 2021, this program was expanded to allow for weekly Weed Wrangles at specific parks based on community engagement.

Lastly, Parks staff continue to improve the GIS data and descriptions for all parks presented on OuterSpatial's mobile application. Parks staff will continue to develop interpretive hikes that will be made available to park users on the free mobile app. ERAC members were asked to download the app and provide feedback on the usage and content.

Moving forward in 2022, COVID-19 continues to be an ongoing public health threat so future outreach efforts will have to conform to the guidelines given by the CDC and MCHD.