

**CITY OF BLOOMINGTON**  
Parks and Recreation

**AGENDA**

City of Bloomington Board of Park Commissioners  
Regular Meeting: Tuesday, March 22, 2022 4:00 p.m. – 5:30 p.m.

Council Chambers  
401 North Morton

**CALL TO ORDER - ROLL CALL**

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of February 22, 2022
- A-2. Approval of Claims Submitted February 23, 2022 – March 21, 2022
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Review/Approval Credit Card Refunds
- A-6. Declaration of Surplus
- A-7. Approval of partnership agreement with Bloomington Junior League Baseball Association
- A-8. Approval of partnership agreement with Bloomington Junior League Baseball Association for Winslow north and south concessions operations
- A-9. Approval of partnership agreement with Monroe County Senior League Baseball Association
- A-10. Approval of partnership agreement with Bloomington Football Club
- A-11. Approval of partnership agreement with IU School of Public Health – Department of Health & Wellness Design
- A-12. Approval of service agreement with Koorsen for Banneker Community Center
- A-13. Approval of partnership agreement with MC Tennis, LLC for tennis lesson program
- A-14. Approval of service agreement with Aquatic Control, Inc. for Griffy Lake aquatic vegetation surveys
- A-15. Approval of service agreement and program partnership for BugFest 2022
- A-16. Approval of partnership agreement with Middleway House for Kirkwood tree displays
- A-17. Approval of contract addendum with Rundell Ernsterbeger Associates for Cascades construction inspection
- A-18. Approval of contract with Greenscapers for turf repairs at Olcott Park
- A-19. Approval of contract Addendum #3 with Catalent Indiana for use of Twin Lakes Softball Parking lot

**B. PUBLIC HEARINGS/APPEARANCES**

- B-1. Bravo Award - Melinda Seader (Leonard Springs Nature Days) (Julie Ramey)
- B-2. Parks Partner Award
- B-3. Staff Introduction/Recognition John Turnbull, Sports Division Director (Paula McDevitt)

**C. OTHER BUSINESS**

- C-1. Review/Approval of contract with Harrell-Fish Inc. for exhaust fan replacement at The Buskirk-Chumley Theater (Mark Marotz)
- C-2. Review/Approval of partnership agreement with IU Health Bloomington (Becky Higgins)
- C-3. Review/Approval of partnership agreement with Plant Truck for program at Banneker Community Center (Becky Higgins)
- C-4. Review/Approval of contract addendum with E&B Paving for Griffy Loop Trail & Accessible Fishing Pier Change Order 2 (Tim Street)
- C-5. Review/Approval of contract addendum with Marshall Security (Leslie Brinson)
- C-6. Review/Approval of contract with Harrell-Fish Inc. for preventative maintenance at Switchyard Park (Hsiung Marler)
- C-7. Review/Approval of contract with Green Dragon Lawncare for mowing services at Switchyard Park (Hsiung Marler)
- C-8. Review/Approval of purchase with Pepsico for the beverage provider at department at facilities. (John Turnbull)
- C-9. Review/Approval of service agreement with DEEM, LLC for Frank Southern Center (John Turnbull)

- C-10. Review/Approval of service agreement with Commercial Service for Twin Lakes Recreation Center. (Daren Eads)
- C-11. Review/Approval of department mission statement and values (Julie Ramey)

**D. REPORTS**

- D-1. Administration Introduction of Parks General Obligation Bond Resolution (Paula McDevitt)  
(Bond Counsel)
- D-2. Operations Division - Griffy Lake Nature Preserve Master Plan Update and Ecology Reports (Steve Cotter)
- D-3. Recreation Division - no report
- D-4. Sports Division - no report

**E. PUBLIC COMMENT**

**ADJOURNMENT**

*Due to social distancing being observed, there will be limited seating in Council Chambers. Face masks are optional but recommended for indoor spaces.*

*This meeting may also be accessed electronically via Community Access Television or Zoom, allowing for remote public attendance and participation. The public attending electronically is encouraged to send remote submissions of public comment (via email, to [mcdevitp@bloomington.in.gov](mailto:mcdevitp@bloomington.in.gov)).*

The meeting may accessed at the following link:

<https://bloomington.zoom.us/j/88348697581?pwd=c2Nla24zWUV4elpoeHBUWXNpWXpFQT09>

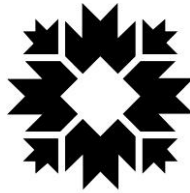
Meeting ID: 883 4869 7581 Passcode: 122759

Dial by your location

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

Find your local number: <https://bloomington.zoom.us/u/kbuVCNyhtw>



**CITY OF BLOOMINGTON**  
Parks and Recreation

Board of Park Commissioners  
Meeting Minutes

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

Zoom

**CALL TO ORDER - ROLL CALL**

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

Present: Kathleen Mills, Ellen Rodkey, Israel Herrera and Jim Whitlatch

**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.

*Jim Whitlatch* made a motion to approve the consent calendar A-1 through A-12 and A-14, not to include A-13. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

*Jim Whitlatch* made a motion to approve A-13, as a separate matter on the consent calendar. *Ellen Rodkey* seconded the motion. Vote taken: motion carried 3-0. 1-abstain, 3 aye.

**B. PUBLIC HEARINGS/APPEARANCES**

**B-1. Bravo Award**

*Julie Ramey, Community Relations Manager* Bloomington Parks and Recreation (BPRD) recognized Lea Woodard with the February Bravo Award. Lea had been part of the Bugfest planning committee since the event began in 2013. Lea took on the challenging role as event chairperson in 2021. Lea organized the attendance of over 20 exhibitors and planned the event layout with additional outdoor tent space and adherence to pandemic safety measures. Lea and the committee members were able to offer a safe and fun Bugfest for over 600 attendees.

*Lea Woodard*, thanked the Board and BPRD for the recognition. Lea stated it was definitely a challenge, but the committee members provided guidance, support, and much of the work to make the event successful. The event was a collaboration of many organizations and individuals. Lea recognized and thanked all of those who provided support to the event. Lea thanked the Board and BPRD for sharing resources and creating partnerships with local agencies, which made it possible to provide the community event like Bugfest.

**Board Comments:** *the Board thanked Lea Woodard for her dedication to the success of the annual Bugfest event.*

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, Recreation Division Director, BPRD wished to continue the partnership with Area 10 Agency on Aging. The agreement outlined a program to provide recreations services for senior citizens at the Endwright East Active Living Community Center. The goal of Endwright East would be to provide supportive community space for older adults with quality programming and social engagement. Staff recommended approval of the partnership. Funding for operations would be provided through Parks Administration General Fund, in the amount not to exceed \$20,000.

*Jim Whitlatch* made a motion to approve the Grant Partnership with Area 10 Agency on Aging for Endwright East. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

#### **C-2. Review/Approval of Contract with Eco Logic, LLC for Vegetation Management at Switchyard Park**

Joanna Sparks, City Landscaper, to help maintain parks, staff recommended approval of the contract with Eco Logic, LLC. The vendor would provide invasive plant management and native planting maintenance at Switchyard Park. The project would be funded from the Landscaping General Fund, in an amount not to exceed \$32,650.00.

**Board Comments:** Jim Whitlatch inquired: if Eco Logic provided services at other locations. Joanna Sparks responded: Yes. Eco Logic had provided services at Millers Showers, Griffy Lake, and Park Ridge East. They had also worked with Natural Resources for deer studies. Kathleen Mills inquired: if invasive species management would be an ongoing process. Joanna Sparks responded: due to the magnitude of invasive species, it would be an ongoing process. Staff hoped it could be taken in house, once it became more manageable.

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

#### **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, City Landscaper, staff recommended approval of the partnership with Centerstone for maintenance crews at parks, landscaping areas, playgrounds, and the golf course. The partnership would continue to provide Centerstone clients an opportunity to work for Centerstone at Bloomington Parks and Recreation Departments properties. The project was not to exceed \$137,294.88 with the following breakdown: \$34,748.40 from Operations General Fund, \$40,057.26 from Landscaping General Fund, \$4,946.82 from Golf Course General Fund, and \$48,742.51 from Switchyard Park Non-reverting fund.

**Board Comments:** Kathleen Mills inquired: if supervisors of the crews were Park employees. Joanna Responded: the supervisors were Centerstone staff. They were the point person between the crews and Park staff, as Centerstone employees were contractual employees. Jim Whitlatch inquired: how were job needs given to Centerstone, and inquired on quality of work. Joanna Sparks responded: Parks supervisors assigned jobs to Parks seasonal staff, and Centerstone supervisors at the same time. Centerstone crews were at the sites with their supervisors when job assignments were given out. Parks crews and Centerstone crews worked side by side. Ellen Rodkey inquired: how many participants were involved in the program. Joanna responded: BPRD does not have participants' information. There were different individuals coming through the program, and park staff would interface with numerous Centerstone workers throughout the season.

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

#### **C-4. Review/Approval of Service Agreement with Price Electric for Sports Division Facilities**



John Turnbull, Division Director Sports, BPRD wished to keep parks and facilities in good working condition. Staff recommend approval of the service agreement with Price Electrical, in an amount not to exceed \$10,000. Vendor would provide general repairs/adjustments and/or replacement of electrical components on an as needed basis. Funding would be from general funds and non-reverting funds, depending on which facility the service would be needed.

*Jim Whitlatch* made a motion to approve the service agreement with Price Electric. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

#### **C-5. Review/Approval of Contract Addendum with E&B Paving for Griffy Lake Loop Trail**

Tim Street, Operations and Development Division Director, in September of 2021, BPRD entered into an agreement with E&B Paving, Inc., to construct the Griffy Lake Fishing Pier and Loop Trail. Park staff and E&B Paving representatives had identified changes that would enhance pedestrian safety, and other necessary changes to the project. Staff wished to have the additional work completed. Both parties agreed to amend the Services and Compensation sections of the original Agreement to reflect the requested changes. Additional charge were not to exceed \$105,343.60, and would be funded from the Bicentennial Bond Series B: 980-18-18018B-54510. Staff recommend approval of the addendum with E&B Paving.

**Board Comments:** Kathleen Mills inquired: if the changes came up as the project progressed. Tim Street responded: Correct. Staff knew changes would come up, and there were funds for contingency purposes. Israel Herrera inquired: on the two trees that would be relocated. Tim Street responded: Two tree were located were a new drainage swell was to go in near the boat house. The two trees were young enough to be relocated from the area.

*Jim Whitlatch* made a motion to approve the contract addendum with E&B Paving. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

#### **C-6. Review/Approval of Contract Addendum with Aztec Engineering Group, Inc.**

Tim Street, Operations and Development Division Director, in July 2020, BPRD and Aztec Engineering Group, Inc. entered into an agreement to investigate and design a new terrain trail along the Duke Energy power line easement, west of Rogers St. Staff wished to extend the timeline and completion date, to have alternate designs prepared, and to have property lines further investigated. Both parties agreed to amend the Scope of Services, Compensation and Schedule sections of the original Agreement to reflect the requested changes. Additional charges were not to exceed \$12,250.00, and would be funded from the Bicentennial Bond Series A: 980-18-18018A-54510. Staff recommended approval of the addendum with Aztec Engineering.

**Board Comments:** Ellen Rodkey inquired: on the overall timeline of the project. Tim Street responded: the project would be lengthy, as there would be major transmission and distribution line replacement that would go well into 2023. The hope is to get started late into 2023, or have things obligated at that time. Israel Herrera inquired: on the trail alternatives. Tim Street responded: in 2020, Aztec designed what was thought to be an acceptable route. Due to a major infrastructure of Duke Energy, the east end of the corridors would need to be reviewed to determine how the trail would need to move through that area.

*Ellen Rodkey* made a motion to approve the contract addendum with Aztec Engineering Group. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

#### **C-7. Review/Approval of Memorandum of Understanding (MOU) with City of Bloomington Utilities for Operational Responsibilities at Miller Showers Park**

Tim Street, Operation and Development Division Director, BPRD and City Bloomington Utilities (CBU) both had responsibilities and costs related to stormwater detention, landscaping, public use, and the safe operations of facilities at Miller Showers Park. BPRD and CBU wished to formalize the delineation of the responsibilities and costs with a Memorandum of Understanding. Staff recommended approval of the MOU.

**Board Comments:** Jim Whitlatch inquired: how was it determined when to use the waterfall, did it have any practical use or just aesthetic. Tim Street responded: The irrigation pump was turned on and off seasonally, which powered the waterfall. The waterfall had a practical purpose as well as aesthetic, it aerated and moved the water in the top shelf.

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

### **C-8. Review/Approval of contract with Davey Tree for Bicentennial Bond Tree Project**

Erin Hatch, Urban Forester, as part of the Bicentennial Bond project, BPRD wished to have approximately 304 street trees planted across Bloomington. Contractor would provide planting services and post planting care visits of the trees, at sites that had been identified by BPRD. Staff recommended approval of the contract with Davey Tree, in an amount not to exceed \$182,096. The project would be funded from the Bicentennial Bond Series C: Account 980-18-18018C-54510.

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

### **C-9. Review/Approval of Price Adjustment to the 2022 Price Schedule for A Fair of the Arts**

Crystal Ritter, Community Events Programmer, in November of 2021, the Board of Park Commissioners approved the 2022 Price Schedule. In early 2022, participant surveys from 2021 A Fair of the Arts were reviewed and analyzed. To encourage greater artist participations at the 2022 Tuesday Market, staff wished to adjust the artist booth pricing, from \$45.00 - \$60.00 to \$35.00 - \$60.00. Staff recommended approval of the price change.

**Board Comments:** Kathleen Mills inquired: if participants had commented on the price on the surveys, or if staff wanted to make it more economical for the vendors. Crystal Ritter responded: A combination, feedback from artists, the drop of artist participation in 2021, and staff recognized 2022 would be rebuilding period for A Fair of the Arts.

*Jim Whitlatch* made a motion to approve the 2022 Price Adjustment for A Fair of the Arts. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

## **D. REPORTS**

### **D-1. Operation Division - ERAC Annual Report**

Rebecca Swift, Natural Resource Coordinator, introduced Daniel Myers, Environmental Resource Advisory Council (ERAC) Co-Chair.

#### Daniel Meyers presented the 2021 ERAC Report

##### 2021 Initiatives and Topics of Interest

- COVID-19 Impacts on Parks and Recreation
  - Facilities welcomed visitors back
  - Community Events were offered
  - Improvement projects began
  - All while maintaining Monroe County Health Departments COVID-19 safety precautions
- Projects Updates/Plans Reviewed
  - Tree plantings and replacements
  - Invasive plant management
  - Native plant installations in urban green spaces
  - Low-mow practices to minimize fuel use and increase habitat for wildlife
  - Griffy prescribed burn
  - Integrated Pest Management Plan
- Cascades Park Trail & Stream Stabilization Project Feedback Provided
  - Stabilization of streambank to reduce erosion
  - Construction of accessible boardwalk to Cascades waterfall
  - Extension of Cascades Park Trail (Phase 5 of project)
  - Pilot Road Closure
- Griffy Master Plan Updates
  - In 2020 Western Ecosystems Technology, Inc. (WEST) was hired to provide Reptile, Amphibian, and Avian Inventory Surveys at Griffy Lake Nature Preserve.
  - In December 2021 WEST shared inventory surveys with BPRD staff.
  - In 2022 ERAC members would review the report
  - Lake and River Enhancement grant provided by Indiana Department of Natural Resources (IDNR) continued to support the Aquatic vegetation management in Griffy Lake.
  - Aquatic Control conducted vegetation surveys, control invasive species, and updated Griffy Lake Aquatic Vegetation Management Plan.
  - Terrestrial vegetation continued to be monitored, and used in regards to deer management.

- Griffy Lake Nature Preserve Deer Management
  - Regular topic of discussion in 2021
  - PBRD received IDNR grant for Community Hunting Access Program (CHAP)
  - CHAP coordinator, White Buffalo was hired.
  - Private security firm was hired
  - Signs were placed at parking areas and trail heads to inform public of park closure during hunts
  - For safety, hunters were only allowed to fire downward from tree stands
  - 47 deer were removed from park over three weekends
  - Research and plant inventories conducted by Eco Logic, LLC continue to show deer management is required to allow native plants to recover.
  - ERAC supported long-term deer management at Griffy Lake Nature preserve
  - ERAC would continue to review CHAP results along with vegetation study
- Griffy Lake Loop Trail/Griffy Accessible Fishing Pier Development
  - Trees & Trails Bicentennial Bond funding obtained for project
  - Due to COVID-19 impacts on labor and material costs, project scope was shifted based on budget and split into phases.
  - First phase included construction of accessible pedestrian walkway along Headley Road, five fishing access points
  - BPRD staff provided ERAC members with updated design
  - Mader Design representative attended ERAC meeting for Q and A session
  - August 2021, Griffy Lakes was lowed for contract bidding
  - September 2021, staff solicited bids for phase one of project
  - Bids came in over budget and construction materials were adjusted
  - E&B Paving was awarded contract
  - Construction was permitted to begin in December of 2021 and last until July 2022.
  - Park users were still able to access main parking lot and hiking trails at Griffy Lake Nature Preserve
  - BPRD staff would continue to update ERAC members on design plans, permits and construction progress
- ERAC Received Trail Updates
  - Griffy Lake Loop Trail
  - Cascades Park Trail
  - Wapehani connector trail construction – connect Green Loop and Blue Loop trail routs to eastern side of Wapehani Mountain Bike Park
  - Mill Property donation – included trail section east of Weimer road. Close to the proposed east-west trail from Switchyard Park to Wapehani.
  - Boot brush stations
  - Invasive plant management efforts
- Outreach Updated
  - ERAC members were updated on education and outreach activities
  - Programs and events were adjusted to accommodate active COVID-19 protocols
  - When gathering restrictions were lifted, many large community events resumed
  - BPRD continued to partner with Monroe County-Identify and Reduce Invasive Species.
  - BPRD continued to improve GISA data and descriptions for all parks on OuterSpatial mobile applications

D-2. Recreation Division- no report

D-3. Sports Division - no report

D-4. Administration Division - no report

## **E. PUBLIC COMMENT**

None

Paula McDevitt, Director the next Board of Park Commissioners would meet on March 22, 2022 at 4:00 p.m.

## **ADJOURNMENT**

Meeting adjourned at 4:55 p.m.



# Board of Park Commissioners Claim Register

Invoice Date Range 02/05/22 - 02/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181000 - Administration</b>										
Account <b>53160 - Instruction</b>										
4337 - Illinois Park & Recreation Association	PO1052	18-Illinois Park and Recreation Association Webinar Series	Paid by Check # 75165		02/08/2022	02/08/2022	02/18/2022		02/18/2022	68.75
Account <b>53160 - Instruction</b> Totals									Invoice Transactions 1	<u>\$68.75</u>
Account <b>53910 - Dues and Subscriptions</b>										
53273 - National Recreation & Park Association (NRPA)	12169 1/27/2022	18- CAPRA 2022 Annual Accreditation Fee	Paid by EFT # 45202		02/08/2022	02/08/2022	02/18/2022		02/18/2022	500.00
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 1	<u>\$500.00</u>
Program <b>181000 - Administration</b> Totals									Invoice Transactions 2	<u>\$568.75</u>
Program <b>181100 - Marketing</b>										
Account <b>53310 - Printing</b>										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	A1996	18-February Kids Kraze	Paid by EFT # 45092		02/08/2022	02/08/2022	02/18/2022		02/18/2022	300.76
Account <b>53310 - Printing</b> Totals									Invoice Transactions 1	<u>\$300.76</u>
Account <b>53320 - Advertising</b>										
6891 - Gatehouse Media Indiana Holdings	0004279588	18-December weather page ads & security services legal ad	Paid by EFT # 45152		02/08/2022	02/08/2022	02/18/2022		02/18/2022	673.16
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1220134414	18-30-sec spots for Winter Palooza on WBWB	Paid by EFT # 45235		02/08/2022	02/08/2022	02/18/2022		02/18/2022	375.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1220134415	18-30-sec spots for Winter Palooza on WHCC	Paid by EFT # 45235		02/08/2022	02/08/2022	02/18/2022		02/18/2022	375.00
Account <b>53320 - Advertising</b> Totals									Invoice Transactions 3	<u>\$1,423.16</u>
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	1277953032	18-Domain Name Renewal	Paid by Check # 75163		02/08/2022	02/08/2022	02/18/2022		02/18/2022	160.99
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 1	<u>\$160.99</u>
Account <b>53990 - Other Services and Charges</b>										
7862 - Winslow Ranch Marketing, LLC	1079	18-social media management Winter Palooza	Paid by EFT # 45272		02/08/2022	02/08/2022	02/18/2022		02/18/2022	220.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	<u>\$220.00</u>
Program <b>181100 - Marketing</b> Totals									Invoice Transactions 6	<u>\$2,104.91</u>



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<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>										
4337 - Illinois Park & Recreation Association	PO1052	18-Illinois Park and Recreation Association Webinar Series	Paid by Check # 75165		02/08/2022	02/08/2022	02/18/2022		02/18/2022	68.75
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals								Invoice Transactions 1		\$68.75
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	830037300100222	18-Electric Charges February	Paid by Check # 75160		02/08/2022	02/08/2022	02/18/2022		02/18/2022	343.17
Account <b>53510 - Electrical Services</b> Totals								Invoice Transactions 1		\$343.17
Program <b>182001 - Aquatics - Bryan Pool</b> Totals								Invoice Transactions 2		\$411.92
Program <b>182002 - Aquatics - Mills Pool</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	830037300100222	18-Electric Charges February	Paid by Check # 75160		02/08/2022	02/08/2022	02/18/2022		02/18/2022	21.26
Account <b>53510 - Electrical Services</b> Totals								Invoice Transactions 1		\$21.26
Account <b>53540 - Natural Gas</b>										
222 - Vectren	50524084890222	18-Natural Gas January Mills	Paid by Check # 75189		02/08/2022	02/08/2022	02/18/2022		02/18/2022	49.50
Account <b>53540 - Natural Gas</b> Totals								Invoice Transactions 1		\$49.50
Program <b>182002 - Aquatics - Mills Pool</b> Totals								Invoice Transactions 2		\$70.76
Program <b>182500 - Frank Southern Center</b>										
Account <b>43220 - Facility Rentals</b>										
Monroe County Girl Scouts	2022-00000020	18-Refunds	Paid by Check # 75186		02/08/2022	02/08/2022	02/18/2022		02/18/2022	172.50
Account <b>43220 - Facility Rentals</b> Totals								Invoice Transactions 1		\$172.50
Account <b>52210 - Institutional Supplies</b>										
51857 - Flex-Pac, INC	I308917-02	18 - FSC waterfree urinal cartridges	Paid by Check # 75164		02/08/2022	02/08/2022	02/18/2022		02/18/2022	217.21
Account <b>52210 - Institutional Supplies</b> Totals								Invoice Transactions 1		\$217.21
Account <b>52240 - Fuel and Oil</b>										
2708 - AmeriGas Propane, LP	3131432803	18 FSC Propane for Zamboni	Paid by EFT # 45097		02/08/2022	02/08/2022	02/18/2022		02/18/2022	344.63
2708 - AmeriGas Propane, LP	3131494234	18 FSC Propane for Zamboni	Paid by EFT # 45097		02/08/2022	02/08/2022	02/18/2022		02/18/2022	89.29
Account <b>52240 - Fuel and Oil</b> Totals								Invoice Transactions 2		\$433.92
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	668676957787	18 - FSC Emp masks hand sanitizer for lobby	Paid by EFT # 45244		02/08/2022	02/08/2022	02/18/2022		02/18/2022	113.98
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions 1		\$113.98



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182500 - Frank Southern Center</b>										
Account <b>52430 - Uniforms and Tools</b>										
798 - Winters Associates Promotional Products, INC	114050	18 SYP Marshall MSI Overnight Security (1/16/22 -1/31/22)	Paid by EFT # 45273		02/08/2022	02/08/2022	02/18/2022		02/18/2022	232.50
Account <b>52430 - Uniforms and Tools</b> Totals									Invoice Transactions 1	\$232.50
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0222	18-Electric Charges February	Paid by Check # 75160		02/08/2022	02/08/2022	02/18/2022		02/18/2022	9,278.15
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$9,278.15
Account <b>53610 - Building Repairs</b>										
392 - Koorsen Fire & Security, INC	5557566	18 SYP Annual Fire Extinguisher Inspection	Paid by EFT # 45185		02/08/2022	02/08/2022	02/18/2022		02/18/2022	110.30
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 1	\$110.30
Account <b>53920 - Laundry and Other Sanitation Services</b>										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5338	18 - FSC Bi weekly bathroom cleaning service	Paid by EFT # 45141		02/08/2022	02/08/2022	02/18/2022		02/18/2022	90.00
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals									Invoice Transactions 1	\$90.00
Program <b>182500 - Frank Southern Center</b> Totals									Invoice Transactions 9	\$10,648.56
Program <b>183500 - Golf Services</b>										
Account <b>52230 - Garage and Motor Supplies</b>										
4046 - Heritage-Crystal Clean, INC	17161212	18 - Parts cleaner	Paid by EFT # 45159		02/08/2022	02/08/2022	02/18/2022		02/18/2022	202.73
Account <b>52230 - Garage and Motor Supplies</b> Totals									Invoice Transactions 1	\$202.73
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0222	18-Electric Charges February	Paid by Check # 75160		02/08/2022	02/08/2022	02/18/2022		02/18/2022	1,115.50
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$1,115.50
Account <b>53540 - Natural Gas</b>										
222 - Vectren	1154625513022 2	18-Natural Gas January Golf	Paid by Check # 75188		02/08/2022	02/08/2022	02/18/2022		02/18/2022	100.10
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	\$100.10
Program <b>183500 - Golf Services</b> Totals									Invoice Transactions 3	\$1,418.33
Program <b>184000 - Natural Resources</b>										
Account <b>52420 - Other Supplies</b>										
818 - Everywhere Signs, LLC	58913	18-Griffy Lake Annual Launch Permits (#001-140)	Paid by EFT # 45148		02/08/2022	02/08/2022	02/18/2022		02/18/2022	280.00



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>184000 - Natural Resources</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	473588649575	18-Amazon Basket round weaving/water balloon launcher/aquarium	Paid by EFT # 45244		02/08/2022	02/08/2022	02/18/2022		02/18/2022	91.85
5819 - Synchrony Bank	497733933847	18- Amazon Maple Leaf Wood Ornaments	Paid by EFT # 45244		02/08/2022	02/08/2022	02/18/2022		02/18/2022	32.94
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 3			\$404.79
Account <b>53310 - Printing</b>										
818 - Everywhere Signs, LLC	58641	18- Griffy Lake Boat Ramp Sign, Hardware, and Install	Paid by EFT # 45148		02/08/2022	02/08/2022	02/18/2022		02/18/2022	650.00
Account <b>53310 - Printing</b> Totals							Invoice Transactions 1			\$650.00
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0222	18-Electric Charges February	Paid by Check # 75160		02/08/2022	02/08/2022	02/18/2022		02/18/2022	34.72
Account <b>53510 - Electrical Services</b> Totals							Invoice Transactions 1			\$34.72
Account <b>53910 - Dues and Subscriptions</b>										
204 - State Of Indiana	January 27, 2022	18-Aquatic Vegetation Control Permit for Griffy Lake	Paid by Check # 75178		02/08/2022	02/08/2022	02/18/2022		02/18/2022	5.00
Account <b>53910 - Dues and Subscriptions</b> Totals							Invoice Transactions 1			\$5.00
Account <b>53920 - Laundry and Other Sanitation Services</b>										
4175 - The Stables Events, LLC (Izzy's Rentals)	14761	18-Griffy and Wapehani Restroom Service	Paid by EFT # 45247		02/08/2022	02/08/2022	02/18/2022		02/18/2022	70.00
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals							Invoice Transactions 1			\$70.00
Account <b>53940 - Temporary Contractual Employee</b>										
203 - INDIANA UNIVERSITY	90066440	18-Operations Fellow Christian Thiim	Paid by Check # 75167		02/08/2022	02/08/2022	02/18/2022		02/18/2022	1,375.00
Account <b>53940 - Temporary Contractual Employee</b> Totals							Invoice Transactions 1			\$1,375.00
Program <b>184000 - Natural Resources</b> Totals							Invoice Transactions 8			\$2,539.51
Program <b>184500 - Youth Services -Juke Box</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0222	18-Electric Charges February	Paid by Check # 75160		02/08/2022	02/08/2022	02/18/2022		02/18/2022	273.99
Account <b>53510 - Electrical Services</b> Totals							Invoice Transactions 1			\$273.99
Program <b>184500 - Youth Services -Juke Box</b> Totals							Invoice Transactions 1			\$273.99



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0222	18-Electric Charges February	Paid by Check # 75160		02/08/2022	02/08/2022	02/18/2022		02/18/2022	1,997.21
								Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1	<u>\$1,997.21</u>
								Program <b>187001 - Adult Sports-Softball</b> Totals	Invoice Transactions 1	<u>\$1,997.21</u>
Program <b>187202 - Youth Sports-Winslow</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0222	18-Electric Charges February	Paid by Check # 75160		02/08/2022	02/08/2022	02/18/2022		02/18/2022	434.29
								Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1	<u>\$434.29</u>
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694- 002871860	18- Landfill February Charges Winslow	Paid by EFT # 45082		02/07/2022	02/07/2022	02/07/2022		02/07/2022	272.54
								Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	<u>\$272.54</u>
								Program <b>187202 - Youth Sports-Winslow</b> Totals	Invoice Transactions 2	<u>\$706.83</u>
Program <b>187208 - Youth Sports-Olcott</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0222	18-Electric Charges February	Paid by Check # 75160		02/08/2022	02/08/2022	02/18/2022		02/18/2022	171.82
								Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1	<u>\$171.82</u>
								Program <b>187208 - Youth Sports-Olcott</b> Totals	Invoice Transactions 1	<u>\$171.82</u>
Program <b>187500 - Banneker</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0222	18-Electric Charges February	Paid by Check # 75160		02/08/2022	02/08/2022	02/18/2022		02/18/2022	337.76
								Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1	<u>\$337.76</u>
Account <b>53540 - Natural Gas</b>										
222 - Vectren	0350745006022 2	18-Natural Gas January Banneker	Paid by Check # 75189		02/08/2022	02/08/2022	02/18/2022		02/18/2022	411.51
								Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 1	<u>\$411.51</u>
								Program <b>187500 - Banneker</b> Totals	Invoice Transactions 2	<u>\$749.27</u>
Program <b>189000 - Operations</b>										
Account <b>52210 - Institutional Supplies</b>										
9269 - Ferguson Facilities Supply, HP Products #3400	0410490	18-grab tool, wipes, paper towels, bath tissue, trash bags	Paid by EFT # 45150		02/08/2022	02/08/2022	02/18/2022		02/18/2022	748.72
9269 - Ferguson Facilities Supply, HP Products #3400	0410490-1	18-grab tool, paper towels, bath tissue	Paid by EFT # 45150		02/08/2022	02/08/2022	02/18/2022		02/18/2022	452.05
9269 - Ferguson Facilities Supply, HP Products #3400	0410935	18-Wipes	Paid by EFT # 45150		02/08/2022	02/08/2022	02/18/2022		02/18/2022	733.62





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<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>52210 - Institutional Supplies</b>										
394 - Kleindorfer Hardware & Variety	720859	18-brooms, bowl brushes	Paid by EFT # 45183		02/08/2022	02/08/2022	02/18/2022		02/18/2022	49.90
5819 - Synchrony Bank	748663553933	18- Amazon Cardinal Poly Portfolio Folders	Paid by EFT # 45244		02/08/2022	02/08/2022	02/18/2022		02/18/2022	34.74
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 5	\$2,019.03
Account <b>52230 - Garage and Motor Supplies</b>										
394 - Kleindorfer Hardware & Variety	704951	18-ice scrappers	Paid by EFT # 45183		02/08/2022	02/08/2022	02/18/2022		02/18/2022	34.47
394 - Kleindorfer Hardware & Variety	704507	18-steering knob, hitch pin, air gauge	Paid by EFT # 45183		02/08/2022	02/08/2022	02/18/2022		02/18/2022	23.57
476 - Southern Indiana Parts, INC (Napa Auto Parts)	419560	18-tire plug glue, tire valve removes, windshield cloud	Paid by EFT # 45236		02/08/2022	02/08/2022	02/18/2022		02/18/2022	25.10
Account <b>52230 - Garage and Motor Supplies</b> Totals									Invoice Transactions 3	\$83.14
Account <b>52310 - Building Materials and Supplies</b>										
409 - Black Lumber Co. INC	498015	18-materials to build salt box	Paid by EFT # 45111		02/08/2022	02/08/2022	02/18/2022		02/18/2022	65.94
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 1	\$65.94
Account <b>52420 - Other Supplies</b>										
409 - Black Lumber Co. INC	498258	18-snow shovels	Paid by EFT # 45111		02/08/2022	02/08/2022	02/18/2022		02/18/2022	89.82
394 - Kleindorfer Hardware & Variety	700444	18-padlocks	Paid by EFT # 45183		02/08/2022	02/08/2022	02/18/2022		02/18/2022	73.32
7858 - Park Warehouse	15006106	18- Switchyard Park deluxe public work stand/Bike repair station	Paid by EFT # 45213		02/08/2022	02/08/2022	02/18/2022		02/18/2022	793.95
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-54248	18-(6) 3'x4" oval decals for (3) new drinking fountains	Paid by EFT # 45224		02/08/2022	02/08/2022	02/18/2022		02/18/2022	39.49
5819 - Synchrony Bank	854367668575	18- Amazon Gorilla Grip Desk Chair Mat	Paid by EFT # 45244		02/08/2022	02/08/2022	02/18/2022		02/18/2022	62.99
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 5	\$1,059.57
Account <b>52430 - Uniforms and Tools</b>										
4574 - John Deere Financial (Rural King)	30032	18-Cold weather jacket/gloves for (1) RFT employee	Paid by Check # 75172		02/08/2022	02/08/2022	02/18/2022		02/18/2022	144.98
Account <b>52430 - Uniforms and Tools</b> Totals									Invoice Transactions 1	\$144.98



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>53160 - Instruction</b>										
4337 - Illinois Park & Recreation Association	PO1052	18-Illinois Park and Recreation Association Webinar Series	Paid by Check # 75165		02/08/2022	02/08/2022	02/18/2022		02/18/2022	68.75
Account <b>53160 - Instruction</b> Totals									Invoice Transactions 1	\$68.75
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	830037300100222	18-Electric Charges February	Paid by Check # 75160		02/08/2022	02/08/2022	02/18/2022		02/18/2022	3,086.20
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$3,086.20
Account <b>53540 - Natural Gas</b>										
222 - Vectren	0252409732020322	18-Natural Gas January Charges Ops Adams	Paid by Check # 75153		02/07/2022	02/07/2022	02/07/2022		02/07/2022	258.87
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	\$258.87
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-002871858	18-Landfill January Charges Ops Adams	Paid by EFT # 45082		02/07/2022	02/07/2022	02/07/2022		02/07/2022	940.59
364 - Rumpke Of Indiana, LLC	0014272	18-(4) loads contaminated soil from SYP (dog park drainage work	Paid by EFT # 45227		02/08/2022	02/08/2022	02/18/2022		02/18/2022	239.40
Account <b>53950 - Landfill</b> Totals									Invoice Transactions 2	\$1,179.99
Program <b>189000 - Operations</b> Totals									Invoice Transactions 20	\$7,966.47
Program <b>189006 - Switchyard Property</b>										
Account <b>52220 - Agricultural Supplies</b>										
177 - Indiana Oxygen Company, INC	9790104	18 SYP CO2 Rental for October 2021	Paid by EFT # 45166		02/08/2022	02/08/2022	02/18/2022		02/18/2022	119.97
Account <b>52220 - Agricultural Supplies</b> Totals									Invoice Transactions 1	\$119.97
Account <b>52310 - Building Materials and Supplies</b>										
5415 - Allied Wholesale Electrical Supply, LLC	5696732	18 SYP Occupancy Sensor for Kitchen	Paid by EFT # 45094		02/08/2022	02/08/2022	02/18/2022		02/18/2022	42.02
50594 - Barry Company, INC	018723	18 SYP Tuf-Tite Catch Basin w/Green Grate	Paid by EFT # 45108		02/08/2022	02/08/2022	02/18/2022		02/18/2022	35.45
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 2	\$77.47
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	704769	18 SYP Foam Ear Plugs and Ice Melt	Paid by EFT # 45183		02/08/2022	02/08/2022	02/18/2022		02/18/2022	204.48
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$204.48



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189006 - Switchyard Property</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0222	18-Electric Charges February	Paid by Check # 75160		02/08/2022	02/08/2022	02/18/2022		02/18/2022	3,378.42
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$3,378.42
Account <b>53920 - Laundry and Other Sanitation Services</b>										
53657 - Plymate, INC	3070702	18 SYP Vestibule Rug Service	Paid by EFT # 45216		02/08/2022	02/08/2022	02/18/2022		02/18/2022	114.33
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals									Invoice Transactions 1	\$114.33
Account <b>53990 - Other Services and Charges</b>										
6330 - Marshall Security LLC	2201	18 SYP Marshall MSI Overnight Security (1/16/22 -1/31/22)	Paid by EFT # 45194		02/08/2022	02/08/2022	02/18/2022		02/18/2022	3,168.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$3,168.00
Program <b>189006 - Switchyard Property</b> Totals									Invoice Transactions 7	\$7,062.67
Program <b>189500 - Landscaping</b>										
Account <b>52220 - Agricultural Supplies</b>										
5819 - Synchrony Bank	635679455569	18- Amazon Agriastar Clethodim Herbicide	Paid by EFT # 45244		02/08/2022	02/08/2022	02/18/2022		02/18/2022	498.70
Account <b>52220 - Agricultural Supplies</b> Totals									Invoice Transactions 1	\$498.70
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	576347333846	18- Amazon Hypro Pump Repair Kit	Paid by EFT # 45244		02/08/2022	02/08/2022	02/18/2022		02/18/2022	100.30
5819 - Synchrony Bank	668877574454	18- Amazon Intrepid International Rubber Boot Brushes	Paid by EFT # 45244		02/08/2022	02/08/2022	02/18/2022		02/18/2022	239.60
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 2	\$339.90
Account <b>53950 - Landfill</b>										
908 - JB Salvage (Westside Auto Parts)	9671	18 - LAND Green Waste disposal at OPS	Paid by EFT # 45180		02/08/2022	02/08/2022	02/18/2022		02/18/2022	280.00
Account <b>53950 - Landfill</b> Totals									Invoice Transactions 1	\$280.00
Program <b>189500 - Landscaping</b> Totals									Invoice Transactions 4	\$1,118.60
Program <b>189501 - Cemeteries</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	276306	18-Metro Institute Online Forest Pest Management for Edwards	Paid by Check # 75163		02/08/2022	02/08/2022	02/18/2022		02/18/2022	55.00



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<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189501 - Cemeteries</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	276317	18-Metro Institute Online Forest Pest Management for Stoops	Paid by Check # 75163		02/08/2022	02/08/2022	02/18/2022		02/18/2022	55.00
3560 - First Financial Bank / Credit Cards	276311	18-Metro Institute Online Forest Pest Management for Ward	Paid by Check # 75163		02/08/2022	02/08/2022	02/18/2022		02/18/2022	55.00
Account <b>53160 - Instruction</b> Totals									Invoice Transactions 3	<u>\$165.00</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0222	18-Electric Charges February	Paid by Check # 75160		02/08/2022	02/08/2022	02/18/2022		02/18/2022	174.80
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	<u>\$174.80</u>
Account <b>53540 - Natural Gas</b>										
222 - Vectren	21-501905570222	18-Natural Gas January Rosehill 2	Paid by Check # 75189		02/08/2022	02/08/2022	02/18/2022		02/18/2022	52.78
222 - Vectren	2154628249022 2	18-Natural Gas Rosehill 1	Paid by Check # 75189		02/08/2022	02/08/2022	02/18/2022		02/18/2022	43.97
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 2	<u>\$96.75</u>
Program <b>189501 - Cemeteries</b> Totals									Invoice Transactions 6	<u>\$436.55</u>
Program <b>189503 - Urban Forestry</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	1118200	18-Computer based testing admin fee - Arborist Exam for Grubb	Paid by Check # 75163		02/08/2022	02/08/2022	02/18/2022		02/18/2022	125.00
3560 - First Financial Bank / Credit Cards	2619871039	18-Arborist Conference for Hatch, Smith and Grubb	Paid by Check # 75163		02/08/2022	02/08/2022	02/18/2022		02/18/2022	1,155.23
3560 - First Financial Bank / Credit Cards	2619871039 Credi	18-Arborist Conference Social Gathering for Hatch refunded	Paid by Check # 75163		02/08/2022	02/08/2022	02/18/2022		02/18/2022	(79.22)
Account <b>53160 - Instruction</b> Totals									Invoice Transactions 3	<u>\$1,201.01</u>
Program <b>189503 - Urban Forestry</b> Totals									Invoice Transactions 3	<u>\$1,201.01</u>
Department <b>18 - Parks &amp; Recreation</b> Totals									Invoice Transactions 79	<u>\$39,447.16</u>
Fund <b>200 - Parks and Recreation Gen (\$1301)</b> Totals									Invoice Transactions 79	<u>\$39,447.16</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4099 - Gold Medal Products CO.	167733	18 - FSC Concession items to sell	Paid by EFT # 45153		02/08/2022	02/08/2022	02/18/2022		02/18/2022	236.55
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals								Invoice Transactions	1	\$236.55
Program <b>182001 - Aquatics - Bryan Pool</b> Totals								Invoice Transactions	1	\$236.55
Program <b>182500 - Frank Southern Center</b>										
Account <b>43270 - Registration Fees</b>										
Jaimie Frederick	2022-00000024	18-Refunds	Paid by Check # 75183		02/08/2022	02/08/2022	02/18/2022		02/18/2022	53.00
Account <b>43270 - Registration Fees</b> Totals								Invoice Transactions	1	\$53.00
Account <b>52420 - Other Supplies</b>										
4550 - Crown Awards	35347769	18-Order # 11350759 House Hockey Awards	Paid by EFT # 45135		02/08/2022	02/08/2022	02/18/2022		02/18/2022	700.33
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$700.33
Program <b>182500 - Frank Southern Center</b> Totals								Invoice Transactions	2	\$753.33
Program <b>182501 - Frank Southern Center Concession</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4610 - Hopscotch Coffee, LLC	4490	18 - FSC Concessions coffee beans	Paid by EFT # 45163		02/08/2022	02/08/2022	02/18/2022		02/18/2022	150.00
5819 - Synchrony Bank	5747	18 - FSC Sams Club for concessions	Paid by Check # 75180		02/08/2022	02/08/2022	02/18/2022		02/18/2022	237.50
5819 - Synchrony Bank	6135	18 - FSC Sams Club for concessions	Paid by Check # 75180		02/08/2022	02/08/2022	02/18/2022		02/18/2022	290.36
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals								Invoice Transactions	3	\$677.86
Program <b>182501 - Frank Southern Center Concession</b> Totals								Invoice Transactions	3	\$677.86
Program <b>184501 - Youth Services-Kid City Camps</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	435693477998	18- Amazon World Centrics 9oz cups	Paid by EFT # 45244		02/08/2022	02/08/2022	02/18/2022		02/18/2022	54.99
5819 - Synchrony Bank	865373477393	18- Amazon Shredder/compostable spoons	Paid by EFT # 45244		02/08/2022	02/08/2022	02/18/2022		02/18/2022	101.89
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	2	\$156.88
Program <b>184501 - Youth Services-Kid City Camps</b> Totals								Invoice Transactions	2	\$156.88
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>52310 - Building Materials and Supplies</b>										
294 - All-Phase Electric Supply, INC	0740-1006934	18 - TLRC Supplies, Cable Ties, fluorescent lamps	Paid by EFT # 45093		02/08/2022	02/08/2022	02/18/2022		02/18/2022	223.28



# Board of Park Commissioners Claim Register

Invoice Date Range 02/05/22 - 02/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>52310 - Building Materials and Supplies</b>										
394 - Kleindorfer Hardware & Variety	704592	18-toilet seats (9)	Paid by EFT # 45183		02/08/2022	02/08/2022	02/18/2022		02/18/2022	233.91
Account <b>52310 - Building Materials and Supplies</b> Totals								Invoice Transactions	2	\$457.19
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	884978587553	18- Amazon Basic Classic Puresoft Chair	Paid by EFT # 45244		02/08/2022	02/08/2022	02/18/2022		02/18/2022	89.51
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$89.51
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0222	18-Electric Charges February	Paid by Check # 75160		02/08/2022	02/08/2022	02/18/2022		02/18/2022	21.26
Account <b>53510 - Electrical Services</b> Totals								Invoice Transactions	1	\$21.26
Account <b>53540 - Natural Gas</b>										
222 - Vectren	0252765623020 322	18-Natural Gas January TLRC	Paid by Check # 75153		02/07/2022	02/07/2022	02/07/2022		02/07/2022	914.17
Account <b>53540 - Natural Gas</b> Totals								Invoice Transactions	1	\$914.17
Account <b>53610 - Building Repairs</b>										
53657 - Plymate, INC	3072293	18 - TLRC Entry Mat Service	Paid by EFT # 45216		02/08/2022	02/08/2022	02/18/2022		02/18/2022	81.62
Account <b>53610 - Building Repairs</b> Totals								Invoice Transactions	1	\$81.62
Account <b>53920 - Laundry and Other Sanitation Services</b>										
4485 - Cosmo Tech, INC (Bloomington Professional Carpet)	41092	18-TLRC - Carpet Cleaning	Paid by EFT # 45132		02/08/2022	02/08/2022	02/18/2022		02/18/2022	640.00
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals								Invoice Transactions	1	\$640.00
Account <b>53990 - Other Services and Charges</b>										
3560 - First Financial Bank / Credit Cards	315883	18-DHS Lift Device Operating Permit for TLRC	Paid by Check # 75163		02/08/2022	02/08/2022	02/18/2022		02/18/2022	131.98
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$131.98
Program <b>185000 - Twin Lakes Recreation Center</b> Totals								Invoice Transactions	8	\$2,335.73
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
6161 - Morgan Ashley Banks	02012022	18-TLRC Fitness Specialist	Paid by EFT # 45106		02/08/2022	02/08/2022	02/18/2022		02/18/2022	187.50
7978 - Elizabeth Lee	020222	18-TLRC Fitness Specialist	Paid by EFT # 45190		02/08/2022	02/08/2022	02/18/2022		02/18/2022	125.00
7086 - Rivkah L Moore	020222	18-TLRC Fitness Specialist	Paid by EFT # 45200		02/08/2022	02/08/2022	02/18/2022		02/18/2022	406.25
5007 - Emeline P O'Connor	020122	18-TLRC Fitness Specialist	Paid by EFT # 45208		02/08/2022	02/08/2022	02/18/2022		02/18/2022	156.25



# Board of Park Commissioners Claim Register

Invoice Date Range 02/05/22 - 02/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
1973 - Megan M Stark	02022022	18-TLRC Fitness Specialist	Paid by EFT # 45241		02/08/2022	02/08/2022	02/18/2022		02/18/2022	345.00
7440 - William Tuttle	020222	18-TLRC Fitness Specialist	Paid by EFT # 45264		02/08/2022	02/08/2022	02/18/2022		02/18/2022	268.75
7440 - William Tuttle	020522	18-TLRC Fitness Specialist	Paid by EFT # 45264		02/08/2022	02/08/2022	02/18/2022		02/18/2022	120.00
Account <b>53940 - Temporary Contractual Employee</b> Totals								Invoice Transactions	7	\$1,608.75
Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals								Invoice Transactions	7	\$1,608.75
Program <b>185003 - TLRC-Basketball</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
7184 - Larry Branam	012622	18-Basketball Official	Paid by EFT # 45117		02/08/2022	02/08/2022	02/18/2022		02/18/2022	250.00
20105 - Brandon B Chambers	012722	18-Basketball Official	Paid by EFT # 45124		02/08/2022	02/08/2022	02/18/2022		02/18/2022	1,250.00
7147 - Keith E Crittenden	012622	18- TLRC BYB Season 3 Official- Crittenden	Paid by EFT # 45134		02/08/2022	02/08/2022	02/18/2022		02/18/2022	125.00
5923 - Brandon Ellis	012722	18-Basketball Official	Paid by EFT # 45142		02/08/2022	02/08/2022	02/18/2022		02/18/2022	50.00
8069 - Jack Nelson	012522	18-Basketball Official	Paid by EFT # 45203		02/08/2022	02/08/2022	02/18/2022		02/18/2022	75.00
8067 - Ian Tinsley	012722	18-Basketball Official	Paid by EFT # 45249		02/08/2022	02/08/2022	02/18/2022		02/18/2022	275.00
Account <b>53940 - Temporary Contractual Employee</b> Totals								Invoice Transactions	6	\$2,025.00
Program <b>185003 - TLRC-Basketball</b> Totals								Invoice Transactions	6	\$2,025.00
Program <b>185006 - TLRC-Concessions</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
5969 - Coca Cola Bottling CO. Consolidated	2056208724	18 - TLRC Concessions Products to Sell	Paid by EFT # 45129		02/08/2022	02/08/2022	02/18/2022		02/18/2022	880.94
5969 - Coca Cola Bottling CO. Consolidated	22936201794	18 - TLRC Concessions Products	Paid by EFT # 45129		02/08/2022	02/08/2022	02/18/2022		02/18/2022	1,668.09
4099 - Gold Medal Products CO.	167974	18 - TLRC Concession Item Sale	Paid by EFT # 45153		02/08/2022	02/08/2022	02/18/2022		02/18/2022	777.42
5819 - Synchrony Bank	2248	18 - TLRC Concession Items	Paid by Check # 75180		02/08/2022	02/08/2022	02/18/2022		02/18/2022	228.92
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals								Invoice Transactions	4	\$3,555.37
Account <b>52430 - Uniforms and Tools</b>										
5819 - Synchrony Bank	643566847468	18- Amazon Kangora Plain Baseball Cap	Paid by EFT # 45244		02/08/2022	02/08/2022	02/18/2022		02/18/2022	129.80
Account <b>52430 - Uniforms and Tools</b> Totals								Invoice Transactions	1	\$129.80
Program <b>185006 - TLRC-Concessions</b> Totals								Invoice Transactions	5	\$3,685.17





# Board of Park Commissioners Claim Register

Invoice Date Range 02/05/22 - 02/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
3560 - First Financial Bank / Credit Cards	655283	18- January Charges - Walmart Supplies	Paid by Check # 75163		02/08/2022	02/08/2022	02/18/2022		02/18/2022	48.35
5819 - Synchrony Bank	933977998743	18- Amazon Snow In Seconds Instant Snow	Paid by EFT # 45244		02/08/2022	02/08/2022	02/18/2022		02/18/2022	99.38
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 2	<u>\$147.73</u>
Account <b>53160 - Instruction</b>										
4337 - Illinois Park & Recreation Association	PO1052	18-Illinois Park and Recreation Association Webinar Series	Paid by Check # 75165		02/08/2022	02/08/2022	02/18/2022		02/18/2022	68.75
Account <b>53160 - Instruction</b> Totals									Invoice Transactions 1	<u>\$68.75</u>
Program <b>186500 - Community Events</b> Totals									Invoice Transactions 3	<u>\$216.48</u>
Program <b>186506 - Performing Art Series</b>										
Account <b>52420 - Other Supplies</b>										
337 - Stansifer Radio Co, INC	37668	18- video and audio cables for Movies in the Parks Series	Paid by EFT # 45239		02/08/2022	02/08/2022	02/18/2022		02/18/2022	15.50
5819 - Synchrony Bank	666475645383	18- Amazon Indiana Jones DVD	Paid by EFT # 45244		02/08/2022	02/08/2022	02/18/2022		02/18/2022	34.99
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 2	<u>\$50.49</u>
Program <b>186506 - Performing Art Series</b> Totals									Invoice Transactions 2	<u>\$50.49</u>
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>53910 - Dues and Subscriptions</b>										
535 - USA Softball, INC	SALES00007354	18-Bid Guarantee Girls' 16u B 2023	Paid by Check # 75187		02/08/2022	02/08/2022	02/18/2022		02/18/2022	1,000.00
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 1	<u>\$1,000.00</u>
Program <b>187001 - Adult Sports-Softball</b> Totals									Invoice Transactions 1	<u>\$1,000.00</u>
Program <b>189000 - Operations</b>										
Account <b>52420 - Other Supplies</b>										
90 - Service Supply Ltd., INC	22846	18-Memorial Bench (Bryan Park)	Paid by EFT # 45229		02/08/2022	02/08/2022	02/18/2022		02/18/2022	2,151.00
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	<u>\$2,151.00</u>
Account <b>53110 - Engineering and Architectural</b>										
10866 - Kevin B Potter	February 4, 2022	18-Inspection of Goat Farm barn & silo	Paid by EFT # 45218		02/08/2022	02/08/2022	02/18/2022		02/18/2022	650.00
Account <b>53110 - Engineering and Architectural</b> Totals									Invoice Transactions 1	<u>\$650.00</u>
Program <b>189000 - Operations</b> Totals									Invoice Transactions 2	<u>\$2,801.00</u>
Department <b>18 - Parks &amp; Recreation</b> Totals									Invoice Transactions 42	<u>\$15,547.24</u>
Fund <b>201 - Parks and Rec Non Reverting</b> Totals									Invoice Transactions 42	<u>\$15,547.24</u>





# Board of Park Commissioners Claim Register

Invoice Date Range 02/05/22 - 02/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>977 - Parks 2016 GO Bond Proceeds</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>18016E - 2016 E BPP 9 C H MP PR SO TLRCSA</b>										
Account <b>54510 - Other Capital Outlays</b>										
7858 - Park Warehouse	15006106	18- Switchyard Park deluxe public work stand/Bike repair station	Paid by EFT # 45213		02/08/2022	02/08/2022	02/18/2022		02/18/2022	1,000.00
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	1		\$1,000.00
Program <b>18016E - 2016 E BPP 9 C H MP PR SO TLRCSA</b> Totals							Invoice Transactions	1		\$1,000.00
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	1		\$1,000.00
Fund <b>977 - Parks 2016 GO Bond Proceeds</b> Totals							Invoice Transactions	1		\$1,000.00
Grand Totals							Invoice Transactions	122		\$55,994.40

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/18/22	Claims				\$55,994.40
					<u>\$55,994.40</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 \$55,994.40 2/18/2022

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
2/25/2022	Payroll				140,103.67
					<u>140,103.67</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 \$ 140,103.67

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 02/19/22 - 03/04/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 176 - ARPA Local Fiscal Recvry (S9512)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b>										
Account <b>53990 - Other Services and Charges</b>										
7211 - Crisis Cleaning, INC	4140	18-Encampment clean-up services @ Butler Park (1/19)	Paid by EFT # 45344		02/22/2022	02/22/2022	03/04/2022		03/04/2022	540.63
321 - Harrell Fish, INC (HFI)	W73026	18-Testing of (2) backflow prevention devices	Paid by EFT # 45371		02/22/2022	02/22/2022	03/04/2022		03/04/2022	300.00
6330 - Marshall Security LLC	2225	18 SYP Marshall MSI Overnight Security (dates)	Paid by EFT # 45402		02/22/2022	02/22/2022	03/04/2022		03/04/2022	7,245.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	3		\$8,085.63
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals							Invoice Transactions	3		\$8,085.63
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	3		\$8,085.63
Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b> Totals							Invoice Transactions	3		\$8,085.63
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181000 - Administration</b>										
Account <b>52110 - Office Supplies</b>										
5099 - Office Three Sixty, INC	2176028B1	18-paper pads	Paid by EFT # 45426		02/22/2022	02/22/2022	03/04/2022		03/04/2022	12.20
5099 - Office Three Sixty, INC	2176028	18- Office chair, calendars, boxes, can liners, wrist rests, of	Paid by EFT # 45426		02/22/2022	02/22/2022	03/04/2022		03/04/2022	125.39
5099 - Office Three Sixty, INC	2194004	18- Office chair, calculator tape	Paid by EFT # 45426		02/22/2022	02/22/2022	03/04/2022		03/04/2022	4.90
Account <b>52110 - Office Supplies</b> Totals							Invoice Transactions	3		\$142.49
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	545983443696	18- Amazon Kid Bed Canopy/Desk Shade	Paid by EFT # 45456		02/22/2022	02/22/2022	03/04/2022		03/04/2022	28.89
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions	1		\$28.89
Account <b>53210 - Telephone</b>										
1079 - AT&T	849494855020922	18- January Long Distance	Paid by Check # 75227		02/21/2022	02/21/2022	02/21/2022		02/23/2022	19.69
Account <b>53210 - Telephone</b> Totals							Invoice Transactions	1		\$19.69
Account <b>53410 - Liability / Casualty Premiums</b>										
1847 - Hylant of Indianapolis, LLC	318633A	10-Renewal of Property/Equip-Floater-1/1/22-1/1/23	Paid by EFT # 45288		02/23/2022	02/23/2022	02/23/2022		02/23/2022	65,494.73
Account <b>53410 - Liability / Casualty Premiums</b> Totals							Invoice Transactions	1		\$65,494.73
Program <b>181000 - Administration</b> Totals							Invoice Transactions	6		\$65,685.80



# Board of Park Commissioners Claim Register

Invoice Date Range 02/19/22 - 03/04/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181001 - Health &amp; Wellness</b>										
Account <b>52420 - Other Supplies</b>										
54546 - Charles Y Coghlan, DMD (Office Easel)	581685	18-Hats for Winder Wander event	Paid by EFT # 45338		02/22/2022	02/22/2022	03/04/2022		03/04/2022	536.00
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$536.00
Program <b>181001 - Health &amp; Wellness</b> Totals									Invoice Transactions 1	\$536.00
Program <b>181100 - Marketing</b>										
Account <b>52420 - Other Supplies</b>										
2895 - Rapid Reproductions, INC	106461	18-42" paper rolls for plotter printer	Paid by EFT # 45436		02/22/2022	02/22/2022	03/04/2022		03/04/2022	1,403.10
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$1,403.10
Account <b>53310 - Printing</b>										
3892 - Midwest Color Printing, INC	INV-15921	18-Field, Ritter, Pryson business cards	Paid by EFT # 45404		02/22/2022	02/22/2022	03/04/2022		03/04/2022	136.26
Account <b>53310 - Printing</b> Totals									Invoice Transactions 1	\$136.26
Account <b>53320 - Advertising</b>										
5289 - Amateur Sports Promotion	78232	18-Twin Lakes Rec Center ad in BHSN sports calendar	Paid by EFT # 45309		02/22/2022	02/22/2022	03/04/2022		03/04/2022	100.00
6891 - Gatehouse Media Indiana Holdings	0004342100	18-January 2022 display ads and classifieds	Paid by EFT # 45363		02/22/2022	02/22/2022	03/04/2022		03/04/2022	1,179.73
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12201105223	18-Winter Palooza spots on 96.1 The Quarry	Paid by EFT # 45442		02/22/2022	02/22/2022	03/04/2022		03/04/2022	288.00
Account <b>53320 - Advertising</b> Totals									Invoice Transactions 3	\$1,567.73
Program <b>181100 - Marketing</b> Totals									Invoice Transactions 5	\$3,107.09
Program <b>182500 - Frank Southern Center</b>										
Account <b>43220 - Facility Rentals</b>										
Tabitha Berger	2022-00000099	18-Refunds	Paid by Check # 75272		02/22/2022	02/22/2022	03/04/2022		03/04/2022	100.00
Kris Carlson	2022-00000098	18-Refunds	Paid by Check # 75273		02/22/2022	02/22/2022	03/04/2022		03/04/2022	80.00
Account <b>43220 - Facility Rentals</b> Totals									Invoice Transactions 2	\$180.00
Account <b>52240 - Fuel and Oil</b>										
2708 - AmeriGas Propane, LP	3132135559	18 FSC Propane for Zamboni	Paid by EFT # 45311		02/22/2022	02/22/2022	03/04/2022		03/04/2022	281.99
2708 - AmeriGas Propane, LP	3132470875	18 FSC Propane for Zamboni 2/2/22	Paid by EFT # 45311		02/22/2022	02/22/2022	03/04/2022		03/04/2022	136.61
Account <b>52240 - Fuel and Oil</b> Totals									Invoice Transactions 2	\$418.60



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182500 - Frank Southern Center</b>										
Account <b>52340 - Other Repairs and Maintenance</b>										
4902 - DEEM, LLC	1006695	Rebuild of the oil separator compressor 2	Paid by EFT # 45347		02/22/2022	02/22/2022	03/04/2022		03/04/2022	998.01
Account <b>52340 - Other Repairs and Maintenance</b> Totals									Invoice Transactions 1	\$998.01
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	573865948997	18 - FSC Vacuum Bags	Paid by EFT # 45456		02/22/2022	02/22/2022	03/04/2022		03/04/2022	46.76
5819 - Synchrony Bank	455668949949	18 - FSC Vacuum Cleaner	Paid by EFT # 45456		02/22/2022	02/22/2022	03/04/2022		03/04/2022	148.45
5819 - Synchrony Bank	488695933736	18-FSC Emp Masks	Paid by EFT # 45456		02/22/2022	02/22/2022	03/04/2022		03/04/2022	67.98
5819 - Synchrony Bank	493557954685	18-FSC Emp Masks	Paid by EFT # 45456		02/22/2022	02/22/2022	03/04/2022		03/04/2022	59.98
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 4	\$323.17
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	130930ES	06-City Fac.-Natural Gas Commodity-January 2022 management fee	Paid by EFT # 45286		02/21/2022	02/21/2022	02/21/2022		02/23/2022	1,499.76
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	\$1,499.76
Account <b>53630 - Machinery and Equipment Repairs</b>										
4902 - DEEM, LLC	1000958	18 FSC Compressor Start Up	Paid by EFT # 45347		02/22/2022	02/22/2022	03/04/2022		03/04/2022	3,264.80
4902 - DEEM, LLC	1006695	Rebuild of the oil separator compressor 2	Paid by EFT # 45347		02/22/2022	02/22/2022	03/04/2022		03/04/2022	6,754.59
Account <b>53630 - Machinery and Equipment Repairs</b> Totals									Invoice Transactions 2	\$10,019.39
Account <b>53650 - Other Repairs</b>										
4283 - Accurate Cutting Technologies, INC	60844	18 FSC Zamboni Blade Sharpening 2/7/22	Paid by EFT # 45306		02/22/2022	02/22/2022	03/04/2022		03/04/2022	70.40
Account <b>53650 - Other Repairs</b> Totals									Invoice Transactions 1	\$70.40
Account <b>53920 - Laundry and Other Sanitation Services</b>										
53657 - Plymate, INC	3075513	18 - FSC Rug Cleaning Service	Paid by EFT # 45430		02/22/2022	02/22/2022	03/04/2022		03/04/2022	75.41
53657 - Plymate, INC	3072306	18 - FSC Rug Cleaning Service	Paid by EFT # 45430		02/22/2022	02/22/2022	03/04/2022		03/04/2022	75.41
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals									Invoice Transactions 2	\$150.82
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-002882098	18-Landfill March FSC	Paid by EFT # 45437		02/22/2022	02/22/2022	03/04/2022		03/04/2022	144.60
Account <b>53950 - Landfill</b> Totals									Invoice Transactions 1	\$144.60



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182500 - Frank Southern Center</b>										
Account <b>53990 - Other Services and Charges</b>										
5335 - Shield Protection Solutions, LLC	2852	18 - FSC IUD2 Game Security	Paid by EFT # 45444		02/22/2022	02/22/2022	03/04/2022		03/04/2022	400.00
5335 - Shield Protection Solutions, LLC	2848	18 - FSC IUD2 Game Security	Paid by EFT # 45444		02/22/2022	02/22/2022	03/04/2022		03/04/2022	400.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	2		\$800.00
Program <b>182500 - Frank Southern Center</b> Totals							Invoice Transactions	18		\$14,604.75
Program <b>183500 - Golf Services</b>										
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	130930ES	06-City Fac.-Natural Gas Commodity-January 2022 management fee	Paid by EFT # 45286		02/21/2022	02/21/2022	02/21/2022		02/23/2022	54.53
Account <b>53540 - Natural Gas</b> Totals							Invoice Transactions	1		\$54.53
Account <b>53910 - Dues and Subscriptions</b>										
4170 - Comcast Cable Communications, INC	119094379402022	18-Cable Service for Cascades Golf Course	Paid by Check # 75232		02/21/2022	02/21/2022	02/21/2022		02/23/2022	187.83
Account <b>53910 - Dues and Subscriptions</b> Totals							Invoice Transactions	1		\$187.83
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-002881433	18-Landfill March Golf	Paid by EFT # 45437		02/22/2022	02/22/2022	03/04/2022		03/04/2022	341.25
Account <b>53950 - Landfill</b> Totals							Invoice Transactions	1		\$341.25
Account <b>53990 - Other Services and Charges</b>										
8057 - Freeman's Transport LLC	2-9-2022	18-Office Trailer move to maintenance	Paid by EFT # 45362		02/22/2022	02/22/2022	03/04/2022		03/04/2022	2,500.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$2,500.00
Program <b>183500 - Golf Services</b> Totals							Invoice Transactions	4		\$3,083.61
Program <b>184000 - Natural Resources</b>										
Account <b>53920 - Laundry and Other Sanitation Services</b>										
4175 - The Stables Events, LLC (Izzy's Rentals)	14955	18-Cleaning & Pumping of port-a-lets @ Wapahani and Griffy	Paid by EFT # 45460		02/22/2022	02/22/2022	03/04/2022		03/04/2022	70.00
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals							Invoice Transactions	1		\$70.00
Program <b>184000 - Natural Resources</b> Totals							Invoice Transactions	1		\$70.00
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
5099 - Office Three Sixty, INC	2176028	18- Office chair, calendars, boxes, can liners, wrist rests, of	Paid by EFT # 45426		02/22/2022	02/22/2022	03/04/2022		03/04/2022	274.00



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<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
5099 - Office Three Sixty, INC	2194004	18- Office chair, calculator tape	Paid by EFT # 45426		02/22/2022	02/22/2022	03/04/2022		03/04/2022	274.00
									Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2
									Program <b>186500 - Community Events</b> Totals	Invoice Transactions 2
										<b>\$548.00</b>
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>52420 - Other Supplies</b>										
392 - Koorsen Fire & Security, INC	5570174	18 SYP/TLS Three 2.5# ABC Extinguishers for golf carts/club car	Paid by EFT # 45395		02/22/2022	02/22/2022	03/04/2022		03/04/2022	49.95
									Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1
										<b>\$49.95</b>
Account <b>53610 - Building Repairs</b>										
539 - Price Electric, INC	35067	18 TLSP replaced elect heaters and thermostats in restrooms	Paid by EFT # 45432		02/22/2022	02/22/2022	03/04/2022		03/04/2022	985.00
539 - Price Electric, INC	35068	18 TLSP exhaust fan motor in restroom	Paid by EFT # 45432		02/22/2022	02/22/2022	03/04/2022		03/04/2022	612.60
									Account <b>53610 - Building Repairs</b> Totals	Invoice Transactions 2
										<b>\$1,597.60</b>
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-002882109	18-Landfill March TLSP	Paid by EFT # 45437		02/22/2022	02/22/2022	03/04/2022		03/04/2022	303.40
									Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1
									Program <b>187001 - Adult Sports-Softball</b> Totals	Invoice Transactions 4
										<b>\$303.40</b>
										<b>\$1,950.95</b>
Program <b>187500 - Banneker</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	869846467383	18-Amazon Jump ropes/Magnetic Alphabet/Ipad chargers	Paid by EFT # 45456		02/22/2022	02/22/2022	03/04/2022		03/04/2022	138.57
									Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1
										<b>\$138.57</b>
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	130930ES	06-City Fac.-Natural Gas Commodity-January 2022 management fee	Paid by EFT # 45286		02/21/2022	02/21/2022	02/21/2022		02/23/2022	351.07
									Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 1
										<b>\$351.07</b>





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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187500 - Banneker</b>										
Account <b>53990 - Other Services and Charges</b>										
6100 - Boxwood Technology, INC	3833351	18-Job Announcement through NRPA	Paid by EFT # 45329		02/22/2022	02/22/2022	03/04/2022		03/04/2022	124.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 1			<u>\$124.00</u>
Program <b>187500 - Banneker</b> Totals							Invoice Transactions 3			<u>\$613.64</u>
Program <b>189000 - Operations</b>										
Account <b>52210 - Institutional Supplies</b>										
313 - Fastenal Company	INBLM226788	18-gloves, batteries, disinfectant, etc.	Paid by EFT # 45358		02/22/2022	02/22/2022	03/04/2022		03/04/2022	230.12
394 - Kleindorfer Hardware & Variety	703384	18-fireplace shovel, hose clamps, mop heads	Paid by EFT # 45394		02/22/2022	02/22/2022	03/04/2022		03/04/2022	123.09
Account <b>52210 - Institutional Supplies</b> Totals							Invoice Transactions 2			<u>\$353.21</u>
Account <b>52230 - Garage and Motor Supplies</b>										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	424014	18-supplies for cleaning vehicles	Paid by EFT # 45450		02/22/2022	02/22/2022	03/04/2022		03/04/2022	46.57
Account <b>52230 - Garage and Motor Supplies</b> Totals							Invoice Transactions 1			<u>\$46.57</u>
Account <b>52310 - Building Materials and Supplies</b>										
409 - Black Lumber Co. INC	498721	18-tgreated post cap, trim screws, treated lumber	Paid by EFT # 45323		02/22/2022	02/22/2022	03/04/2022		03/04/2022	126.87
Account <b>52310 - Building Materials and Supplies</b> Totals							Invoice Transactions 1			<u>\$126.87</u>
Account <b>52340 - Other Repairs and Maintenance</b>										
321 - Harrell Fish, INC (HFI)	W74348	18-Labor & materials for Ops Center furnace (545 S Adams St)	Paid by EFT # 45371		02/22/2022	02/22/2022	03/04/2022		03/04/2022	61.13
394 - Kleindorfer Hardware & Variety	702183	18-coupler lock, cable, eye bolt	Paid by EFT # 45394		02/22/2022	02/22/2022	03/04/2022		03/04/2022	9.47
394 - Kleindorfer Hardware & Variety	701636	18-clear silicone, putty knife, pry bar	Paid by EFT # 45394		02/22/2022	02/22/2022	03/04/2022		03/04/2022	22.46
394 - Kleindorfer Hardware & Variety	696980	18-supplies for working on fork lift at SYP	Paid by EFT # 45394		02/22/2022	02/22/2022	03/04/2022		03/04/2022	94.67
394 - Kleindorfer Hardware & Variety	702433	18-drill bit, tap	Paid by EFT # 45394		02/22/2022	02/22/2022	03/04/2022		03/04/2022	10.28
786 - Richard's Small Engine, INC	456439	18-oil filter, SF head for weedeater	Paid by EFT # 45438		02/22/2022	02/22/2022	03/04/2022		03/04/2022	190.22
Account <b>52340 - Other Repairs and Maintenance</b> Totals							Invoice Transactions 6			<u>\$388.23</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>52420 - Other Supplies</b>										
818 - Everywhere Signs, LLC	58952	18-(1) new sandblasted sign & (2) sign refurbishments	Paid by EFT # 45357		02/22/2022	02/22/2022	03/04/2022		03/04/2022	3,390.00
818 - Everywhere Signs, LLC	58963	18-5"x60" aluminumsign for WW's Park Shelter House	Paid by EFT # 45357		02/22/2022	02/22/2022	03/04/2022		03/04/2022	80.00
313 - Fastenal Company	INBLM226788	18-gloves, batteries, disinfectant, etc.	Paid by EFT # 45358		02/22/2022	02/22/2022	03/04/2022		03/04/2022	50.15
394 - Kleindorfer Hardware & Variety	703376	18-shelf bracket	Paid by EFT # 45394		02/22/2022	02/22/2022	03/04/2022		03/04/2022	14.94
5819 - Synchrony Bank	435635684588	18- Amazon Measuring Wheel	Paid by EFT # 45456		02/22/2022	02/22/2022	03/04/2022		03/04/2022	25.99
7843 - ZW USA INC (Dog Waste Depot)	465289	18-(30) cs dog waste bags (60,000 bags)	Paid by EFT # 45479		02/22/2022	02/22/2022	03/04/2022		03/04/2022	899.70
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 6	\$4,460.78
Account <b>53110 - Engineering and Architectural</b>										
7059 - Eagle Ridge Civil Engineering Services, LLC	276-03	18-INDNR permit coordination for Sherwood Oaks Park	Paid by EFT # 45351		02/22/2022	02/22/2022	03/04/2022		03/04/2022	2,904.60
Account <b>53110 - Engineering and Architectural</b> Totals									Invoice Transactions 1	\$2,904.60
Account <b>53310 - Printing</b>										
53125 - Mr. Copy, INC	35827	18-( 700) 2-sided cut in half copies of work forms	Paid by EFT # 45413		02/22/2022	02/22/2022	03/04/2022		03/04/2022	92.70
Account <b>53310 - Printing</b> Totals									Invoice Transactions 1	\$92.70
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	130930ES	06-City Fac.-Natural Gas Commodity-January 2022 management fee	Paid by EFT # 45286		02/21/2022	02/21/2022	02/21/2022		02/23/2022	795.50
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	\$795.50
Account <b>53650 - Other Repairs</b>										
321 - Harrell Fish, INC (HFI)	W74348	18-Labor & materials for Ops Center furnace (545 S Adams St)	Paid by EFT # 45371		02/22/2022	02/22/2022	03/04/2022		03/04/2022	205.00
Account <b>53650 - Other Repairs</b> Totals									Invoice Transactions 1	\$205.00
Account <b>53920 - Laundry and Other Sanitation Services</b>										
4175 - The Stables Events, LLC (Izzy's Rentals)	14957	18-Cleaning & Pumping of port-a-lets @ RCA Park	Paid by EFT # 45460		02/22/2022	02/22/2022	03/04/2022		03/04/2022	105.00



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>53920 - Laundry and Other Sanitation Services</b>										
4175 - The Stables Events, LLC (Izzy's Rentals)	14956	18-Cleaning & Pumping of port-a-lets @ (8) locations	Paid by EFT # 45460		02/22/2022	02/22/2022	03/04/2022		03/04/2022	640.00
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals									Invoice Transactions 2	<u>\$745.00</u>
Account <b>54310 - Improvements Other Than Building</b>										
19741 - Mader Design, LLC	1441	18-Griffy fishing pier development and design consulting	Paid by EFT # 45400		02/22/2022	02/22/2022	03/04/2022		03/04/2022	500.00
Account <b>54310 - Improvements Other Than Building</b> Totals									Invoice Transactions 1	<u>\$500.00</u>
Program <b>189000 - Operations</b> Totals									Invoice Transactions 23	<u>\$10,618.46</u>
Program <b>189006 - Switchyard Property</b>										
Account <b>52210 - Institutional Supplies</b>										
51857 - Flex-Pac, INC	I314849	18 SYP Industrial Supplies (first aid)	Paid by Check # 75255		02/22/2022	02/22/2022	03/04/2022		03/04/2022	55.78
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 1	<u>\$55.78</u>
Account <b>52240 - Fuel and Oil</b>										
394 - Kleindorfer Hardware & Variety	702687	18 SYP Propane Canister for Blow Torch, Screws	Paid by EFT # 45394		02/22/2022	02/22/2022	03/04/2022		03/04/2022	8.19
Account <b>52240 - Fuel and Oil</b> Totals									Invoice Transactions 1	<u>\$8.19</u>
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	701868	18 SYP Anchors, Screws, Coat Hooks for Spray Pad Maint Room	Paid by EFT # 45394		02/22/2022	02/22/2022	03/04/2022		03/04/2022	7.62
392 - Koorsen Fire & Security, INC	5570174	18 SYP/TLS Three 2.5# ABC Extinguishers for golf carts/club car	Paid by EFT # 45395		02/22/2022	02/22/2022	03/04/2022		03/04/2022	100.05
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 2	<u>\$107.67</u>
Account <b>53610 - Building Repairs</b>										
1537 - Indiana Door & Hardware Specialties, INC	7790AA	18 SYP fix doors on spray pad restrooms	Paid by Check # 75257		02/22/2022	02/22/2022	03/04/2022		03/04/2022	135.00
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 1	<u>\$135.00</u>
Account <b>53950 - Landfill</b>										
908 - JB Salvage (Westside Auto Parts)	220201119300	18 SYP 8 Yard Dumpster - January	Paid by EFT # 45391		02/22/2022	02/22/2022	03/04/2022		03/04/2022	175.00
Account <b>53950 - Landfill</b> Totals									Invoice Transactions 1	<u>\$175.00</u>



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<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189006 - Switchyard Property</b>										
Account <b>53990 - Other Services and Charges</b>										
912 - Central Security Systems, INC	496287	18 SYP Pavilion Commercial Fire Alarm Monitoring (Month - Month)	Paid by EFT # 45336		02/22/2022	02/22/2022	03/04/2022		03/04/2022	147.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$147.00
Program <b>189006 - Switchyard Property</b> Totals									Invoice Transactions 7	\$628.64
Program <b>189500 - Landscaping</b>										
Account <b>52210 - Institutional Supplies</b>										
5819 - Synchrony Bank	443654577656	18- Amazon First Aid Kit	Paid by EFT # 45456		02/22/2022	02/22/2022	03/04/2022		03/04/2022	24.60
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 1	\$24.60
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	702510	18-screws and screw eyes	Paid by EFT # 45394		02/22/2022	02/22/2022	03/04/2022		03/04/2022	7.06
5819 - Synchrony Bank	753378694356	18-Amazon Cosco Deluxe folding table	Paid by EFT # 45456		02/22/2022	02/22/2022	03/04/2022		03/04/2022	64.30
5819 - Synchrony Bank	999556849558	18- Amazon Paracord	Paid by EFT # 45456		02/22/2022	02/22/2022	03/04/2022		03/04/2022	64.94
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 3	\$136.30
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	200807-003 02282	18-Water Sewer Charges January Landscaping	Paid by Check # 75248		02/22/2022	02/22/2022	03/04/2022		03/04/2022	96.94
Account <b>53530 - Water and Sewer</b> Totals									Invoice Transactions 1	\$96.94
Program <b>189500 - Landscaping</b> Totals									Invoice Transactions 5	\$257.84
Program <b>189501 - Cemeteries</b>										
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	130930ES	06-City Fac.-Natural Gas Commodity- January 2022 management fee	Paid by EFT # 45286		02/21/2022	02/21/2022	02/21/2022		02/23/2022	21.65
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	\$21.65
Program <b>189501 - Cemeteries</b> Totals									Invoice Transactions 1	\$21.65



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189503 - Urban Forestry</b>										
Account <b>52430 - Uniforms and Tools</b>										
798 - Winters Associates Promotional Products, INC	113899	18 - Various Logo Wear for Fulltime Staff	Paid by EFT # 45476		02/22/2022	02/22/2022	03/04/2022		03/04/2022	263.79
Account <b>52430 - Uniforms and Tools</b> Totals									Invoice Transactions 1	<u>\$263.79</u>
Account <b>53990 - Other Services and Charges</b>										
3735 - Bluestone, LLC	9616	18 - Wapehani Tree Removal	Paid by EFT # 45326		02/22/2022	02/22/2022	03/04/2022		03/04/2022	825.75
3735 - Bluestone, LLC	9254	18 - UF - Raise Canopy on Hickory Stick Drive	Paid by EFT # 45326		02/22/2022	02/22/2022	03/04/2022		03/04/2022	7,980.75
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 2	<u>\$8,806.50</u>
Program <b>189503 - Urban Forestry</b> Totals									Invoice Transactions 3	<u>\$9,070.29</u>
Department <b>18 - Parks &amp; Recreation</b> Totals									Invoice Transactions 83	<u>\$110,796.72</u>
Fund <b>200 - Parks and Recreation Gen (S1301)</b> Totals									Invoice Transactions 83	<u>\$110,796.72</u>
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182006 - Aquatics - Pool Concessions</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4099 - Gold Medal Products CO.	168070	18 - Cheese dispenser	Paid by EFT # 45365		02/22/2022	02/22/2022	03/04/2022		03/04/2022	111.25
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals									Invoice Transactions 1	<u>\$111.25</u>
Program <b>182006 - Aquatics - Pool Concessions</b> Totals									Invoice Transactions 1	<u>\$111.25</u>
Program <b>182501 - Frank Southern Center Concession</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
9269 - Ferguson Facilities Supply, HP Products #3400	0410260	18 - FSC Coffee Cups, sleeves	Paid by EFT # 45359		02/22/2022	02/22/2022	03/04/2022		03/04/2022	212.66
4099 - Gold Medal Products CO.	168070	18 - Cheese dispenser	Paid by EFT # 45365		02/22/2022	02/22/2022	03/04/2022		03/04/2022	111.25
5819 - Synchrony Bank	8528	18 - FSC Sams Club for concessions	Paid by Check # 75268		02/22/2022	02/22/2022	03/04/2022		03/04/2022	21.88
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals									Invoice Transactions 3	<u>\$345.79</u>
Program <b>182501 - Frank Southern Center Concession</b> Totals									Invoice Transactions 3	<u>\$345.79</u>
Program <b>183500 - Golf Services</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
5969 - Coca Cola Bottling CO. Consolidated	26383200032	18 - Cascades - Bottled Drinks / BIBs	Paid by EFT # 45343		02/22/2022	02/22/2022	03/04/2022		03/04/2022	571.38
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals									Invoice Transactions 1	<u>\$571.38</u>
Program <b>183500 - Golf Services</b> Totals									Invoice Transactions 1	<u>\$571.38</u>



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Fund <b>201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>183501 - Golf Course - Pro Shop</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4072 - Acushnet Company	912536866	18-Pro Shop Supplies	Paid by Check # 75242		02/22/2022	02/22/2022	03/04/2022		03/04/2022	1,152.48
4072 - Acushnet Company	912606464	18-Pro Shop Supplies	Paid by Check # 75242		02/22/2022	02/22/2022	03/04/2022		03/04/2022	244.43
4072 - Acushnet Company	912606462	18-Pro Shop Supplies	Paid by Check # 75242		02/22/2022	02/22/2022	03/04/2022		03/04/2022	262.05
4072 - Acushnet Company	912588271	18-Pro Shop Supplies	Paid by Check # 75242		02/22/2022	02/22/2022	03/04/2022		03/04/2022	156.90
4072 - Acushnet Company	912588272	18-Pro Shop Supplies	Paid by Check # 75242		02/22/2022	02/22/2022	03/04/2022		03/04/2022	2,263.31
4072 - Acushnet Company	912617710	18-Pro Shop Supplies	Paid by Check # 75242		02/22/2022	02/22/2022	03/04/2022		03/04/2022	961.11
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals							Invoice Transactions 6			\$5,040.28
Program <b>183501 - Golf Course - Pro Shop</b> Totals							Invoice Transactions 6			\$5,040.28
Program <b>184500 - Youth Services -Juke Box</b>										
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	130930ES	06-City Fac.-Natural Gas Commodity-January 2022 management fee	Paid by EFT # 45286		02/21/2022	02/21/2022	02/21/2022		02/23/2022	140.24
Account <b>53540 - Natural Gas</b> Totals							Invoice Transactions 1			\$140.24
Program <b>184500 - Youth Services -Juke Box</b> Totals							Invoice Transactions 1			\$140.24
Program <b>184501 - Youth Services-Kid City Camps</b>										
Account <b>53230 - Travel</b>										
12906 - Amy Shrake	021622	18- Travel Reimbursement American Camp Assoc. Conference	Paid by EFT # 45445		02/22/2022	02/22/2022	03/04/2022		03/04/2022	453.78
Account <b>53230 - Travel</b> Totals							Invoice Transactions 1			\$453.78
Program <b>184501 - Youth Services-Kid City Camps</b> Totals							Invoice Transactions 1			\$453.78
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>43220 - Facility Rentals</b>										
Ashley Schmitt	2022-00000142	18-Refunds	Paid by Check # 75276		02/22/2022	02/22/2022	03/04/2022		03/04/2022	60.00
Account <b>43220 - Facility Rentals</b> Totals							Invoice Transactions 1			\$60.00
Account <b>52210 - Institutional Supplies</b>										
9269 - Ferguson Facilities Supply, HP Products #3400	0413319	18 - TLRC Facility Institutional Supplies	Paid by EFT # 45359		02/22/2022	02/22/2022	03/04/2022		03/04/2022	1,240.22
5819 - Synchrony Bank	9231	18 - TLRC Facility Institutional Supplies	Paid by Check # 75268		02/22/2022	02/22/2022	03/04/2022		03/04/2022	116.84
Account <b>52210 - Institutional Supplies</b> Totals							Invoice Transactions 2			\$1,357.06



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>52310 - Building Materials and Supplies</b>										
294 - All-Phase Electric Supply, INC	0740-1007036	18-TLRC supplies	Paid by EFT # 45308		02/22/2022	02/22/2022	03/04/2022		03/04/2022	866.57
294 - All-Phase Electric Supply, INC	0740-1007188	18-TLRC emergency light	Paid by EFT # 45308		02/22/2022	02/22/2022	03/04/2022		03/04/2022	457.20
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 2	<u>\$1,323.77</u>
Account <b>52420 - Other Supplies</b>										
54935 - Vermont Systems, INC	VS002848	18- TLRC Membership Key Fobs	Paid by EFT # 45472		02/22/2022	02/22/2022	03/04/2022		03/04/2022	1,195.00
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	<u>\$1,195.00</u>
Account <b>53410 - Liability / Casualty Premiums</b>										
1847 - Hylant of Indianapolis, LLC	318633A	10-Renewal of Property/Equip-Floater-1/1/22-1/1/23	Paid by EFT # 45288		02/23/2022	02/23/2022	02/23/2022		02/23/2022	4,822.37
Account <b>53410 - Liability / Casualty Premiums</b> Totals									Invoice Transactions 1	<u>\$4,822.37</u>
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	130930ES	06-City Fac.-Natural Gas Commodity-January 2022 management fee	Paid by EFT # 45286		02/21/2022	02/21/2022	02/21/2022		02/23/2022	601.20
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	<u>\$601.20</u>
Account <b>53610 - Building Repairs</b>										
53657 - Plymate, INC	3075506	18 - TLRC Entry Mat Service	Paid by EFT # 45430		02/22/2022	02/22/2022	03/04/2022		03/04/2022	81.62
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 1	<u>\$81.62</u>
Account <b>53650 - Other Repairs</b>										
392 - Koorsen Fire & Security, INC	5569284	18 - TLRC Annual Fire Sprinkler & Fire Alarm Tests	Paid by EFT # 45395		02/22/2022	02/22/2022	03/04/2022		03/04/2022	1,380.00
Account <b>53650 - Other Repairs</b> Totals									Invoice Transactions 1	<u>\$1,380.00</u>
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-002882536	18-Landfill March TLRC	Paid by EFT # 45437		02/22/2022	02/22/2022	03/04/2022		03/04/2022	278.28
Account <b>53950 - Landfill</b> Totals									Invoice Transactions 1	<u>\$278.28</u>
Program <b>185000 - Twin Lakes Recreation Center</b> Totals									Invoice Transactions 11	<u>\$11,099.30</u>
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
6161 - Morgan Ashley Banks	021722	18-TLRC Fitness Specialist	Paid by EFT # 45320		02/22/2022	02/22/2022	03/04/2022		03/04/2022	125.00
7276 - Kaitlyn Clementi	021722	18-TLRC Fitness Specialist	Paid by EFT # 45342		02/22/2022	02/22/2022	03/04/2022		03/04/2022	105.00





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Fund <b>201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
7978 - Elizabeth Lee	021422	18-TLRC Fitness Specialist	Paid by EFT # 45397		02/22/2022	02/22/2022	03/04/2022		03/04/2022	93.75
7086 - Rivkah L Moore	021822	18-TLRC Fitness Specialist	Paid by EFT # 45412		02/22/2022	02/22/2022	03/04/2022		03/04/2022	343.75
5007 - Emeline P O'Connor	0208522	18-TLRC Fitness Specialist	Paid by EFT # 45424		02/22/2022	02/22/2022	03/04/2022		03/04/2022	156.25
1973 - Megan M Stark	021722	18-TLRC Fitness Specialist	Paid by EFT # 45455		02/22/2022	02/22/2022	03/04/2022		03/04/2022	255.00
7440 - William Tuttle	021922	18-TLRC Fitness Specialist	Paid by EFT # 45468		02/22/2022	02/22/2022	03/04/2022		03/04/2022	312.50
7440 - William Tuttle	021122	18-TLRC Fitness Specialist	Paid by EFT # 45468		02/22/2022	02/22/2022	03/04/2022		03/04/2022	90.00
Account <b>53940 - Temporary Contractual Employee</b> Totals							Invoice Transactions 8			<u>\$1,481.25</u>
Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals							Invoice Transactions 8			<u>\$1,481.25</u>
Program <b>185003 - TLRC-Basketball</b>										
Account <b>52420 - Other Supplies</b>										
4274 - Charles B Hensley (Midwest Youth Tournaments)	242	18- TLRC 2022 BYB Season III Awards	Paid by EFT # 45374		02/22/2022	02/22/2022	03/04/2022		03/04/2022	867.50
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 1			<u>\$867.50</u>
Account <b>53940 - Temporary Contractual Employee</b>										
7184 - Larry Branam	020822	18-Basketball Official	Paid by EFT # 45330		02/22/2022	02/22/2022	03/04/2022		03/04/2022	75.00
20105 - Brandon B Chambers	020922	18-Basketball Official	Paid by EFT # 45337		02/22/2022	02/22/2022	03/04/2022		03/04/2022	450.00
7147 - Keith E Crittenden	020922	18-Basketball Official	Paid by EFT # 45345		02/22/2022	02/22/2022	03/04/2022		03/04/2022	225.00
5923 - Brandon Ellis	020722	18-Basketball Official	Paid by EFT # 45353		02/22/2022	02/22/2022	03/04/2022		03/04/2022	50.00
7537 - Ryan Fitzgerald	0210222	18-Basketball Official	Paid by EFT # 45360		02/22/2022	02/22/2022	03/04/2022		03/04/2022	50.00
5005 - Jon M Hillenburg	020122	18-Basketball Official	Paid by EFT # 45377		02/22/2022	02/22/2022	03/04/2022		03/04/2022	25.00
8069 - Jack Nelson	020922	18-Basketball Official	Paid by EFT # 45418		02/22/2022	02/22/2022	03/04/2022		03/04/2022	150.00
8067 - Ian Tinsley	020922	18-Basketball Official	Paid by EFT # 45463		02/22/2022	02/22/2022	03/04/2022		03/04/2022	575.00
Account <b>53940 - Temporary Contractual Employee</b> Totals							Invoice Transactions 8			<u>\$1,600.00</u>
Program <b>185003 - TLRC-Basketball</b> Totals							Invoice Transactions 9			<u>\$2,467.50</u>





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Fund <b>201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185006 - TLRC-Concessions</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
5969 - Coca Cola Bottling CO. Consolidated	26384200023	18 - TLRC Concessions Products	Paid by EFT # 45343		02/22/2022	02/22/2022	03/04/2022		03/04/2022	600.56
5969 - Coca Cola Bottling CO. Consolidated	6805205189	18 - TLRC Concessions Products to Sell	Paid by EFT # 45343		02/22/2022	02/22/2022	03/04/2022		03/04/2022	1,502.82
4099 - Gold Medal Products CO.	168070	18 - Cheese dispenser	Paid by EFT # 45365		02/22/2022	02/22/2022	03/04/2022		03/04/2022	111.25
4099 - Gold Medal Products CO.	168085	18 - TLRC Concession Item Sale	Paid by EFT # 45365		02/22/2022	02/22/2022	03/04/2022		03/04/2022	817.40
5819 - Synchrony Bank	3914	18 TLSP exhaust fan motor in restroom	Paid by Check # 75268		02/22/2022	02/22/2022	03/04/2022		03/04/2022	71.82
5819 - Synchrony Bank	4428	18 - TLRC Concession Item Sale	Paid by Check # 75268		02/22/2022	02/22/2022	03/04/2022		03/04/2022	178.60
5819 - Synchrony Bank	5697 021022	18 - TLRC Concession Item	Paid by Check # 75268		02/22/2022	02/22/2022	03/04/2022		03/04/2022	5.16
5819 - Synchrony Bank	3646	18 - TLRC Concession Item Sale	Paid by Check # 75268		02/22/2022	02/22/2022	03/04/2022		03/04/2022	194.58
21145 - Sysco USA III, LLC	238932679	18 - TLRC Concession Item Purchase	Paid by EFT # 45457		02/22/2022	02/22/2022	03/04/2022		03/04/2022	672.00
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals							Invoice Transactions 9		<div></div> \$4,154.19	
Program <b>185006 - TLRC-Concessions</b> Totals							Invoice Transactions 9		<div></div> \$4,154.19	
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	567899974995	18- Amazon Water Balloons/Pencils/Rainbow Tissue Paper/googlye	Paid by EFT # 45456		02/22/2022	02/22/2022	03/04/2022		03/04/2022	80.53
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 1		<div></div> \$80.53	
Program <b>186500 - Community Events</b> Totals							Invoice Transactions 1		<div></div> \$80.53	
Program <b>187006 - Adult Sports-Concessions</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4099 - Gold Medal Products CO.	168070	18 - Cheese dispenser	Paid by EFT # 45365		02/22/2022	02/22/2022	03/04/2022		03/04/2022	111.25
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals							Invoice Transactions 1		<div></div> \$111.25	
Account <b>53610 - Building Repairs</b>										
392 - Koorsen Fire & Security, INC	5570255	18 - TLSP Hood Fire Suppression Inspection	Paid by EFT # 45395		02/22/2022	02/22/2022	03/04/2022		03/04/2022	177.00
Account <b>53610 - Building Repairs</b> Totals							Invoice Transactions 1		<div></div> \$177.00	
Program <b>187006 - Adult Sports-Concessions</b> Totals							Invoice Transactions 2		<div></div> \$288.25	



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>53990 - Other Services and Charges</b>										
19741 - Mader Design, LLC	1442	18- Rogers Family Park Design	Paid by EFT # 45400		02/22/2022	02/22/2022	03/04/2022		03/04/2022	2,000.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$2,000.00
Program <b>189000 - Operations</b> Totals							Invoice Transactions	1		\$2,000.00
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	54		\$28,233.74
Fund <b>201 - Parks and Rec Non Reverting</b> Totals							Invoice Transactions	54		\$28,233.74
<b>Fund 977 - Parks 2016 GO Bond Proceeds</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>18016C - 2016 C BP GN OP PP SO 3rd WinSP</b>										
Account <b>54510 - Other Capital Outlays</b>										
5149 - E&B Paving, INC	30043057	18- GOB- Griffy Lake Fishing Pier and Loop Trail Construction	Paid by EFT # 45350		02/22/2022	02/22/2022	03/04/2022		03/04/2022	79,260.88
18844 - First Financial Bank, N.A.	30043057	18-GOB Retainage for Griffy Lake Fishing Pier and Loop Trail	Paid by Check # 75251		02/22/2022	02/22/2022	03/04/2022		03/04/2022	4,171.62
7074 - Highland Products Group, LLC (The Park Catalog)	310021333	18- (5) Picnic Tables for Griffy Lake Nature Preserve	Paid by EFT # 45375		02/22/2022	02/22/2022	03/04/2022		03/04/2022	3,998.47
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	3		\$87,430.97
Program <b>18016C - 2016 C BP GN OP PP SO 3rd WinSP</b> Totals							Invoice Transactions	3		\$87,430.97
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	3		\$87,430.97
Fund <b>977 - Parks 2016 GO Bond Proceeds</b> Totals							Invoice Transactions	3		\$87,430.97
<b>Fund 980 - 2018 BicentennialBnd Prcd900030</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>18018A - 7th St Green Way, RCA Power Line</b>										
Account <b>54510 - Other Capital Outlays</b>										
5641 - AZTEC Engineering Group, INC	201017	18- Duke Power Line Trail Design	Paid by EFT # 45318		02/22/2022	02/22/2022	03/04/2022		03/04/2022	1,000.00
5641 - AZTEC Engineering Group, INC	201018	18- Duke Power Line Trail Design	Paid by EFT # 45318		02/22/2022	02/22/2022	03/04/2022		03/04/2022	450.00
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	2		\$1,450.00
Program <b>18018A - 7th St Green Way, RCA Power Line</b> Totals							Invoice Transactions	2		\$1,450.00
Program <b>18018B - Griffy Loop Trail Lower Cascades</b>										
Account <b>54510 - Other Capital Outlays</b>										
5149 - E&B Paving, INC	30043057	18- GOB- Griffy Lake Fishing Pier and Loop Trail Construction	Paid by EFT # 45350		02/22/2022	02/22/2022	03/04/2022		03/04/2022	338,533.68



# Board of Park Commissioners Claim Register

Invoice Date Range 02/19/22 - 03/04/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>980 - 2018 BicentennialBnd Prcd900030</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>18018B - Griffy Loop Trail Lower Cascades</b>										
Account <b>54510 - Other Capital Outlays</b>										
18844 - First Financial Bank, N.A.	30043057	18-GOB Retainage for Griffy Lake Fishing Pier and Loop Trail	Paid by Check # 75251		02/22/2022	02/22/2022	03/04/2022		03/04/2022	17,817.57
1016 - Otto-Meyer, INC (Otto's Parking Marking)	0486108-IN	18- Cascades parking lot striping	Paid by EFT # 45427		02/22/2022	02/22/2022	03/04/2022		03/04/2022	2,094.00
3444 - Rundell Ernstberger Associates, INC	2021-1620-08	18- Construction Inspection for Cascades Trail and Streambank	Paid by EFT # 45441		02/22/2022	02/22/2022	03/04/2022		03/04/2022	4,961.72
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions 4		<div></div> \$363,406.97	
Program <b>18018B - Griffy Loop Trail Lower Cascades</b> Totals							Invoice Transactions 4		<div></div> \$363,406.97	
Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b>										
Account <b>54510 - Other Capital Outlays</b>										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	28719	18 - BICI Postcard Printing and Mailing	Paid by EFT # 45304		02/22/2022	02/22/2022	03/04/2022		03/04/2022	1,773.15
4660 - A.M. Leonard, INC	C122004881	18 - BICI Tree Planting Flags	Paid by EFT # 45305		02/22/2022	02/22/2022	03/04/2022		03/04/2022	175.26
203 - INDIANA UNIVERSITY	89982038	18 - BICI IU Survey Mailing/Printing	Paid by Check # 75259		02/22/2022	02/22/2022	03/04/2022		03/04/2022	423.43
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions 3		<div></div> \$2,371.84	
Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b> Totals							Invoice Transactions 3		<div></div> \$2,371.84	
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions 9		<div></div> \$367,228.81	
Fund <b>980 - 2018 BicentennialBnd Prcd900030</b> Totals							Invoice Transactions 9		<div></div> \$367,228.81	
Grand Totals							Invoice Transactions 152		<div></div> \$601,775.87	

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/04/22	Claims				\$601,775.87
					\$601,775.87

**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

\$601,775.87

3/4/2022

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
3/11/2022	Payroll				137,010.79
					<u>137,010.79</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 \$ 137,010.79

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 03/05/22 - 03/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 176 - ARPA Local Fiscal Recvry (\$9512)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b>										
Account <b>53990 - Other Services and Charges</b>										
6330 - Marshall Security LLC	2236	18 SYP Marshall MSI Security (2/16-2/28/22)	Paid by EFT # 45616		03/08/2022	03/08/2022	03/18/2022		03/18/2022	6,279.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$6,279.00
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals							Invoice Transactions	1		\$6,279.00
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	1		\$6,279.00
Fund <b>176 - ARPA Local Fiscal Recvry (\$9512)</b> Totals							Invoice Transactions	1		\$6,279.00
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181100 - Marketing</b>										
Account <b>53310 - Printing</b>										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	A2060	18-March Kids Kraze	Paid by EFT # 45511		03/08/2022	03/08/2022	03/18/2022		03/18/2022	309.11
7815 - A&M Graphics (Baugh Fine Print and Mailing)	A2059	18-Cascades Golf Course wallet cards	Paid by EFT # 45511		03/08/2022	03/08/2022	03/18/2022		03/18/2022	60.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	38885	18-Farmers Market trifold promo brochure	Paid by EFT # 45511		03/08/2022	03/08/2022	03/18/2022		03/18/2022	71.00
2895 - Rapid Reproductions, INC	106775	18-promo banner for dog park events	Paid by EFT # 45640		03/08/2022	03/08/2022	03/18/2022		03/18/2022	106.49
Account <b>53310 - Printing</b> Totals							Invoice Transactions	4		\$546.60
Account <b>53910 - Dues and Subscriptions</b>										
2895 - Rapid Reproductions, INC	106651	18-Plan Room Renewal 2022	Paid by EFT # 45640		03/08/2022	03/08/2022	03/18/2022		03/18/2022	845.00
Account <b>53910 - Dues and Subscriptions</b> Totals							Invoice Transactions	1		\$845.00
Account <b>53990 - Other Services and Charges</b>										
129 - FedEx Office and Print Service, INC	021100043548	18-laminate Cascades rate poster	Paid by EFT # 45573		03/08/2022	03/08/2022	03/18/2022		03/18/2022	21.69
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$21.69
Program <b>181100 - Marketing</b> Totals							Invoice Transactions	6		\$1,413.29
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>52220 - Agricultural Supplies</b>										
54255 - Spear Corporation	207073	18 - Bryan and Mills Pool Chemical Order	Paid by EFT # 45654		03/08/2022	03/08/2022	03/18/2022		03/18/2022	12,958.60
Account <b>52220 - Agricultural Supplies</b> Totals							Invoice Transactions	1		\$12,958.60
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 033122	18-Water Sewer Charges February Acct 14187.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	254.44
Account <b>53530 - Water and Sewer</b> Totals							Invoice Transactions	1		\$254.44



# Board of Park Commissioners Claim Register

Invoice Date Range 03/05/22 - 03/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>53990 - Other Services and Charges</b>										
199 - Monroe County Government	2022 Bryan Conc	18 - Bryan Pool Concessions Permit	Paid by Check # 75347		03/08/2022	03/08/2022	03/18/2022		03/18/2022	100.00
199 - Monroe County Government	Bryan Pool 22	18 - Bryan Park Pool Permit	Paid by Check # 75346		03/08/2022	03/08/2022	03/18/2022		03/18/2022	255.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	2		<u>\$355.00</u>
Program <b>182001 - Aquatics - Bryan Pool</b> Totals							Invoice Transactions	4		<u>\$13,568.04</u>
Program <b>182002 - Aquatics - Mills Pool</b>										
Account <b>52220 - Agricultural Supplies</b>										
54255 - Spear Corporation	207073	18 - Bryan and Mills Pool Chemical Order	Paid by EFT # 45654		03/08/2022	03/08/2022	03/18/2022		03/18/2022	15,000.00
Account <b>52220 - Agricultural Supplies</b> Totals							Invoice Transactions	1		<u>\$15,000.00</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 033122	18-Water Sewer Charges February Acct 14187.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	90.21
Account <b>53530 - Water and Sewer</b> Totals							Invoice Transactions	1		<u>\$90.21</u>
Account <b>53540 - Natural Gas</b>										
222 - Vectren	5052408489030 722	18-Natural Gas Mills February	Paid by Check # 75316		03/07/2022	03/07/2022	03/07/2022		03/09/2022	49.50
Account <b>53540 - Natural Gas</b> Totals							Invoice Transactions	1		<u>\$49.50</u>
Account <b>53990 - Other Services and Charges</b>										
199 - Monroe County Government	Mills 2022	18 - Mills Pool Permit	Paid by Check # 75349		03/08/2022	03/08/2022	03/18/2022		03/18/2022	127.50
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		<u>\$127.50</u>
Program <b>182002 - Aquatics - Mills Pool</b> Totals							Invoice Transactions	4		<u>\$15,267.21</u>
Program <b>182500 - Frank Southern Center</b>										
Account <b>52210 - Institutional Supplies</b>										
4140 - Interstate All Battery Center of Bloomington, INC	1903302012615	18 - FSC AED Batteries	Paid by EFT # 45596		03/08/2022	03/08/2022	03/18/2022		03/18/2022	240.40
Account <b>52210 - Institutional Supplies</b> Totals							Invoice Transactions	1		<u>\$240.40</u>
Account <b>52240 - Fuel and Oil</b>										
2708 - AmeriGas Propane, LP	3133315919	18 FSC Propane for Zamboni 2/23/22	Paid by EFT # 45518		03/08/2022	03/08/2022	03/18/2022		03/18/2022	238.40
2708 - AmeriGas Propane, LP	3132702079	18 FSC Propane for Zamboni	Paid by EFT # 45518		03/08/2022	03/08/2022	03/18/2022		03/18/2022	183.12
Account <b>52240 - Fuel and Oil</b> Totals							Invoice Transactions	2		<u>\$421.52</u>
Account <b>52310 - Building Materials and Supplies</b>										
4902 - DEEM, LLC	1008296	18 FSC Cooling Tower Belts	Paid by EFT # 45562		03/08/2022	03/08/2022	03/18/2022		03/18/2022	510.29
Account <b>52310 - Building Materials and Supplies</b> Totals							Invoice Transactions	1		<u>\$510.29</u>



# Board of Park Commissioners Claim Register

Invoice Date Range 03/05/22 - 03/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182500 - Frank Southern Center</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 033122	18-Water Sewer Charges February Acct 14187.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1,402.41
Account <b>53530 - Water and Sewer</b> Totals									Invoice Transactions 1	\$1,402.41
Account <b>53910 - Dues and Subscriptions</b>										
4170 - Comcast Cable Communications, INC	1190548452021 322	18-Cable Service for FSC	Paid by Check # 75292		03/07/2022	03/07/2022	03/07/2022		03/09/2022	113.82
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 1	\$113.82
Account <b>53920 - Laundry and Other Sanitation Services</b>										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5369	18 - FSC Bi weekly bathroom cleaning service	Paid by EFT # 45564		03/08/2022	03/08/2022	03/18/2022		03/18/2022	90.00
53657 - Plymate, INC	3078712	18 - FSC Rug Cleaning Service	Paid by EFT # 45636		03/08/2022	03/08/2022	03/18/2022		03/18/2022	75.41
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals									Invoice Transactions 2	\$165.41
Account <b>53990 - Other Services and Charges</b>										
199 - Monroe County Government	2022 FSC Conc	18 - FSC Concessions Permit	Paid by Check # 75348		03/08/2022	03/08/2022	03/18/2022		03/18/2022	100.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$100.00
Program <b>182500 - Frank Southern Center</b> Totals									Invoice Transactions 9	\$2,953.85
Program <b>183500 - Golf Services</b>										
Account <b>52220 - Agricultural Supplies</b>										
4383 - Advanced Turf Solutions, INC	SO962314	18 - Chemicals	Paid by EFT # 45514		03/08/2022	03/08/2022	03/18/2022		03/18/2022	4,627.60
4383 - Advanced Turf Solutions, INC	SO962316	18 - Chemicals	Paid by EFT # 45514		03/08/2022	03/08/2022	03/18/2022		03/18/2022	556.50
4383 - Advanced Turf Solutions, INC	SO962312	18 - Chemicals	Paid by EFT # 45514		03/08/2022	03/08/2022	03/18/2022		03/18/2022	21,647.32
4383 - Advanced Turf Solutions, INC	SO962319	18 - Chemicals	Paid by EFT # 45514		03/08/2022	03/08/2022	03/18/2022		03/18/2022	3,785.24
Account <b>52220 - Agricultural Supplies</b> Totals									Invoice Transactions 4	\$30,616.66
Account <b>52230 - Garage and Motor Supplies</b>										
4046 - Heritage-Crystal Clean, INC	17248780	18 - Parts cleaner	Paid by EFT # 45584		03/08/2022	03/08/2022	03/18/2022		03/18/2022	202.73
3958 - Kenney Outdoor Solutions, Corp	X24850	18 - Bedknife replacement for mower	Paid by EFT # 45605		03/08/2022	03/08/2022	03/18/2022		03/18/2022	655.45
Account <b>52230 - Garage and Motor Supplies</b> Totals									Invoice Transactions 2	\$858.18





# Board of Park Commissioners Claim Register

Invoice Date Range 03/05/22 - 03/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>183500 - Golf Services</b>										
Account <b>52310 - Building Materials and Supplies</b>										
10412 - Complete Masonry Supplies, INC	98512	18 - Concrete Blocks	Paid by EFT # 45556		03/08/2022	03/08/2022	03/18/2022		03/18/2022	35.20
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 1	\$35.20
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	4159-001	18-Water Sewer	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1,917.46
	033122	Charges Acct 4159.001								
208 - City Of Bloomington Utilities	14187-001	18-Water Sewer	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	2,262.37
	033122	Charges February Acct 14187.001								
Account <b>53530 - Water and Sewer</b> Totals									Invoice Transactions 2	\$4,179.83
Account <b>53540 - Natural Gas</b>										
222 - Vectren	1154625513030722	18-Natural Gas Golf February	Paid by Check # 75316		03/07/2022	03/07/2022	03/07/2022		03/09/2022	83.12
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	\$83.12
Account <b>53990 - Other Services and Charges</b>										
8084 - Indiana Golf Association, INC	021522	18 - Club Dues	Paid by EFT # 45591		03/08/2022	03/08/2022	03/18/2022		03/18/2022	222.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$222.00
Account <b>54420 - Purchase of Equipment</b>										
4574 - John Deere Financial (Rural King)	48654	18- Specified 40 hp tractor with front end bucket	Paid by Check # 75342		03/08/2022	03/08/2022	03/18/2022		03/18/2022	36,798.00
Account <b>54420 - Purchase of Equipment</b> Totals									Invoice Transactions 1	\$36,798.00
Program <b>183500 - Golf Services</b> Totals									Invoice Transactions 12	\$72,792.99
Program <b>184000 - Natural Resources</b>										
Account <b>52310 - Building Materials and Supplies</b>										
409 - Black Lumber Co. INC	500793	18-hardware for shelter house at Leonard Springs	Paid by EFT # 45530		03/08/2022	03/08/2022	03/18/2022		03/18/2022	25.50
334 - Irving Materials, INC	11116508	18- Fill Dirt for LSNP Shelter	Paid by EFT # 45599		03/08/2022	03/08/2022	03/18/2022		03/18/2022	763.50
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 2	\$789.00
Account <b>52420 - Other Supplies</b>										
11589 - Bloomington Cooperative Services (Bloomingfoods)	846970	18-Natural Resources Program Supplies - Maple Syrup	Paid by EFT # 45532		03/08/2022	03/08/2022	03/18/2022		03/18/2022	12.99
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$12.99
Program <b>184000 - Natural Resources</b> Totals									Invoice Transactions 3	\$801.99



# Board of Park Commissioners Claim Register

Invoice Date Range 03/05/22 - 03/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>184500 - Youth Services -Juke Box</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 033122	18-Water Sewer Charges February Acct 14187.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	90.15
								Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 1	<u>\$90.15</u>
								Program <b>184500 - Youth Services -Juke Box</b> Totals	Invoice Transactions 1	<u>\$90.15</u>
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>52420 - Other Supplies</b>										
392 - Koorsen Fire & Security, INC	5578053	18 SYP/TLSP 4 Fire Extinguishers for Trucks	Paid by EFT # 45608		03/08/2022	03/08/2022	03/18/2022		03/18/2022	150.00
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>\$150.00</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	4159-001 033122	18-Water Sewer Charges Acct 4159.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	25.12
208 - City Of Bloomington Utilities	14187-001 033122	18-Water Sewer Charges February Acct 14187.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	905.74
								Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 2	<u>\$930.86</u>
								Program <b>187001 - Adult Sports-Softball</b> Totals	Invoice Transactions 3	<u>\$1,080.86</u>
Program <b>187202 - Youth Sports-Winslow</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	4159-001 033122	18-Water Sewer Charges Acct 4159.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1,550.49
								Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 1	<u>\$1,550.49</u>
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694- 002885515	18-Landfill March Winslow	Paid by EFT # 45641		03/08/2022	03/08/2022	03/18/2022		03/18/2022	278.03
								Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	<u>\$278.03</u>
								Program <b>187202 - Youth Sports-Winslow</b> Totals	Invoice Transactions 2	<u>\$1,828.52</u>
Program <b>187208 - Youth Sports-Olcott</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 033122	18-Water Sewer Charges February Acct 14187.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	506.30
								Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 1	<u>\$506.30</u>
								Program <b>187208 - Youth Sports-Olcott</b> Totals	Invoice Transactions 1	<u>\$506.30</u>



# Board of Park Commissioners Claim Register

Invoice Date Range 03/05/22 - 03/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187500 - Banneker</b>										
Account <b>52210 - Institutional Supplies</b>										
577 - W.W. Grainger, INC	9134628644	18-BBCC-Vacuum	Paid by EFT # 45695		03/08/2022	03/08/2022	03/18/2022		03/18/2022	133.88
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 1	<u>\$133.88</u>
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	0758	18-BBCC-TLI Supplies/January	Paid by Check # 75357		03/08/2022	03/08/2022	03/18/2022		03/18/2022	294.43
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	<u>\$294.43</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	4159-001 033122	18-Water Sewer Charges Acct 4159.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	141.08
Account <b>53530 - Water and Sewer</b> Totals									Invoice Transactions 1	<u>\$141.08</u>
Account <b>53540 - Natural Gas</b>										
222 - Vectren	0350745006030 722	18-Natural Gas Banneker February	Paid by Check # 75316		03/07/2022	03/07/2022	03/07/2022		03/09/2022	331.29
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	<u>\$331.29</u>
Account <b>53610 - Building Repairs</b>										
7467 - Oracle Elevator Holdco, INC(Abell Elevator)	SIN101758	18-BBCC-Elevator Annual Service Agreement	Paid by EFT # 45631		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1,241.91
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 1	<u>\$1,241.91</u>
Account <b>53910 - Dues and Subscriptions</b>										
7257 - Scenario Learning, LLC (Vector Solutions)	INV39358	18-BBCC-SafeSchools Sub	Paid by EFT # 45645		03/08/2022	03/08/2022	03/18/2022		03/18/2022	855.06
5185 - WhenToWork, INC	40026791-30-1222	18-BBCC-WhentoWork Scheduling	Paid by Check # 75359		03/08/2022	03/08/2022	03/18/2022		03/18/2022	220.00
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 2	<u>\$1,075.06</u>
Program <b>187500 - Banneker</b> Totals									Invoice Transactions 7	<u>\$3,217.65</u>
Program <b>189000 - Operations</b>										
Account <b>52220 - Agricultural Supplies</b>										
409 - Black Lumber Co. INC	498020	18-(1) pallet (63) 40# bags Environ-blend ice melt	Paid by EFT # 45530		03/08/2022	03/08/2022	03/18/2022		03/18/2022	818.37
Account <b>52220 - Agricultural Supplies</b> Totals									Invoice Transactions 1	<u>\$818.37</u>
Account <b>52310 - Building Materials and Supplies</b>										
334 - Irving Materials, INC	11115065	18-(28) cys concrete, 3rd St Park	Paid by EFT # 45599		03/08/2022	03/08/2022	03/18/2022		03/18/2022	548.00
334 - Irving Materials, INC	11117014	18-concrete for memorial bench pad, South Park Avenue	Paid by EFT # 45599		03/08/2022	03/08/2022	03/18/2022		03/18/2022	527.00



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>52310 - Building Materials and Supplies</b>										
2823 - John Naylor Trucking, LLC	31627	18-17.66 tons #53 stone for WH&B Park Plyground	Paid by EFT # 45602		03/08/2022	03/08/2022	03/18/2022		03/18/2022	284.33
394 - Kleindorfer Hardware & Variety	702904	18-Sharpie markers, sledge hammer	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	22.06
394 - Kleindorfer Hardware & Variety	705727	18-SDS Bit	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	18.99
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 5	\$1,400.38
Account <b>52340 - Other Repairs and Maintenance</b>										
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290036931	18-(8) replacement tires for two JD Gators	Paid by EFT # 45528		03/08/2022	03/08/2022	03/18/2022		03/18/2022	779.04
3733 - BlueTarp Financial, INC (Northern Tool)	49807051	18-Misc. parts to repair (2) pressure washers	Paid by EFT # 45535		03/08/2022	03/08/2022	03/18/2022		03/18/2022	2,780.59
394 - Kleindorfer Hardware & Variety	702302	18-white trip, quick coupler, power washer hand	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	61.44
394 - Kleindorfer Hardware & Variety	705264	18-sand paper, plugs	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	17.70
394 - Kleindorfer Hardware & Variety	705403	18-wall anchors, anchor kit	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	10.30
394 - Kleindorfer Hardware & Variety	705170	18-washers	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1.60
394 - Kleindorfer Hardware & Variety	703578	18-Delta Faucet Stem	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	2.79
394 - Kleindorfer Hardware & Variety	705869	18-Lynch Pin	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	3.99
6262 - Koenig Equipment, INC	P28805	18-parts for John Deere at Cascades	Paid by EFT # 45607		03/08/2022	03/08/2022	03/18/2022		03/18/2022	310.27
Account <b>52340 - Other Repairs and Maintenance</b> Totals									Invoice Transactions 9	\$3,967.72
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	705052	18-flat washers, padlocks	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	30.77
394 - Kleindorfer Hardware & Variety	705860	18-hooks, crutch tips	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	7.88
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 2	\$38.65
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	39530-002 033122	18-Water Sewer Charges February Acct 39530.02	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	43.80
208 - City Of Bloomington Utilities	4159-001 033122	18-Water Sewer Charges Acct 4159.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1,314.43



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<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 033122	18-Water Sewer Charges February Acct 14187.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1,756.85
Account <b>53530 - Water and Sewer</b> Totals										Invoice Transactions 3
										<u>\$3,115.08</u>
Account <b>53540 - Natural Gas</b>										
222 - Vectren	0252409732030 322	18-Natural Gas February Ops Adams	Paid by Check # 75316		03/07/2022	03/07/2022	03/07/2022		03/09/2022	225.61
Account <b>53540 - Natural Gas</b> Totals										Invoice Transactions 1
										<u>\$225.61</u>
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Aramark Uniform & Career Apparel Group, INC	408000010876	18-Uniform & mat cleaning services	Paid by EFT # 45521		03/08/2022	03/08/2022	03/18/2022		03/18/2022	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	408000013469	18-Uniform & mat cleaning services	Paid by EFT # 45521		03/08/2022	03/08/2022	03/18/2022		03/18/2022	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	408000015832	18-Uniform & mat cleaning services	Paid by EFT # 45521		03/08/2022	03/08/2022	03/18/2022		03/18/2022	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	408000016985	18-Uniform & mat cleaning services	Paid by EFT # 45521		03/08/2022	03/08/2022	03/18/2022		03/18/2022	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	408000018175	18-Uniform & mat cleaning services	Paid by EFT # 45521		03/08/2022	03/08/2022	03/18/2022		03/18/2022	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	408000019453	18-Uniform & mat cleaning services	Paid by EFT # 45521		03/08/2022	03/08/2022	03/18/2022		03/18/2022	16.70
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals										Invoice Transactions 6
										<u>\$100.20</u>
Account <b>53950 - Landfill</b>										
60 - Monroe County Solid Waste Management District	2022-39	18-Disposal of 376' flourescent tube lights & (3) HID lamps	Paid by Check # 75350		03/08/2022	03/08/2022	03/18/2022		03/18/2022	41.17
60 - Monroe County Solid Waste Management District	2022-29	18-Disposal of 1,780' of flourescent tube lighting	Paid by Check # 75350		03/08/2022	03/08/2022	03/18/2022		03/18/2022	147.20
60 - Monroe County Solid Waste Management District	2022-38	18-Disposal of 1,780' of fluorescent tube lighting	Paid by Check # 75350		03/08/2022	03/08/2022	03/18/2022		03/18/2022	30.80
2260 - Republic Services, INC	0694- 002885514	18-Landfill February Ops	Paid by EFT # 45641		03/08/2022	03/08/2022	03/18/2022		03/18/2022	98.82
Account <b>53950 - Landfill</b> Totals										Invoice Transactions 4
										<u>\$317.99</u>
Account <b>54310 - Improvements Other Than Building</b>										
19741 - Mader Design, LLC	1454	18-Griffy fishing pier development and design consulting	Paid by EFT # 45615		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1,087.66
Account <b>54310 - Improvements Other Than Building</b> Totals										Invoice Transactions 1
										<u>\$1,087.66</u>



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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
				Program <b>189000 - Operations</b> Totals			Invoice Transactions		32	\$11,071.66
Program <b>189006 - Switchyard Property</b>										
Account <b>52210 - Institutional Supplies</b>										
51857 - Flex-Pac, INC	I316127	18 SYP Institutional Supplies	Paid by Check # 75338		03/08/2022	03/08/2022	03/18/2022		03/18/2022	446.94
				Account <b>52210 - Institutional Supplies</b> Totals			Invoice Transactions		1	\$446.94
Account <b>52310 - Building Materials and Supplies</b>										
394 - Kleindorfer Hardware & Variety	705660	18 SYP Hardware for attaching seat in spray pad restroom	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	16.09
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-54390	18 SYP 2-Emergency Map Dibond Signs	Paid by EFT # 45642		03/08/2022	03/08/2022	03/18/2022		03/18/2022	50.84
				Account <b>52310 - Building Materials and Supplies</b> Totals			Invoice Transactions		2	\$66.93
Account <b>52420 - Other Supplies</b>										
392 - Koorsen Fire & Security, INC	5578053	18 SYP/TLSP 4 Fire Extinguishers for Trucks	Paid by EFT # 45608		03/08/2022	03/08/2022	03/18/2022		03/18/2022	50.00
				Account <b>52420 - Other Supplies</b> Totals			Invoice Transactions		1	\$50.00
Account <b>53610 - Building Repairs</b>										
3903 - Electric Plus, INC	32682	18 SYP repair and adjust time clock on outdoor park lights	Paid by EFT # 45566		03/08/2022	03/08/2022	03/18/2022		03/18/2022	200.00
				Account <b>53610 - Building Repairs</b> Totals			Invoice Transactions		1	\$200.00
Account <b>53920 - Laundry and Other Sanitation Services</b>										
53657 - Plymate, INC	3077108	18 SYP Vestibule Rug Service 02/23/22	Paid by EFT # 45636		03/08/2022	03/08/2022	03/18/2022		03/18/2022	114.33
				Account <b>53920 - Laundry and Other Sanitation Services</b> Totals			Invoice Transactions		1	\$114.33
				Program <b>189006 - Switchyard Property</b> Totals			Invoice Transactions		6	\$878.20
Program <b>189500 - Landscaping</b>										
Account <b>52220 - Agricultural Supplies</b>										
4568 - Forestry Suppliers, INC	182763-00	18 - LAND 10 gallons RRSI surfactant for herbicide applications	Paid by EFT # 45574		03/08/2022	03/08/2022	03/18/2022		03/18/2022	262.89
52948 - Mays Greenhouse, LLC	32295	18-soil, wooden plant tags, rooting hormone	Paid by EFT # 45617		03/08/2022	03/08/2022	03/18/2022		03/18/2022	42.46
52948 - Mays Greenhouse, LLC	32320	18-soil, plant markers, rooting hormone	Paid by EFT # 45617		03/08/2022	03/08/2022	03/18/2022		03/18/2022	36.47
52948 - Mays Greenhouse, LLC	32323	18-pansies	Paid by EFT # 45617		03/08/2022	03/08/2022	03/18/2022		03/18/2022	14.94
				Account <b>52220 - Agricultural Supplies</b> Totals			Invoice Transactions		4	\$356.76



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<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189500 - Landscaping</b>										
Account <b>52420 - Other Supplies</b>										
4660 - A.M. Leonard, INC	CI22007799/SO 220	18- LAND tree planting supplies (spades, wedges, bars)	Paid by EFT # 45512		03/08/2022	03/08/2022	03/18/2022		03/18/2022	635.86
394 - Kleindorfer Hardware & Variety	703759	18-binding post, lock tite	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	11.19
394 - Kleindorfer Hardware & Variety	705382	18-rain suit	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	12.99
394 - Kleindorfer Hardware & Variety	705785	18-pad lock, corona sharpener, wall hooks	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	24.71
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-54334	18- LAND #34 Callery Pear Reduce One Invasive Species yard signs	Paid by EFT # 45642		03/08/2022	03/08/2022	03/18/2022		03/18/2022	513.74
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 5	\$1,198.49
Account <b>53130 - Medical</b>										
231 - IU Health OCC Health Services	00127643-00	18- Hep B vaccines	Paid by EFT # 45600		03/08/2022	03/08/2022	03/18/2022		03/18/2022	130.00
Account <b>53130 - Medical</b> Totals									Invoice Transactions 1	\$130.00
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	41294-001 033122	18-Water Sewer Charges February Acct 41294.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	131.06
208 - City Of Bloomington Utilities	4159-001 033122	18-Water Sewer Charges Acct 4159.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	152.15
208 - City Of Bloomington Utilities	14187-001 033122	18-Water Sewer Charges February Acct 14187.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	96.94
Account <b>53530 - Water and Sewer</b> Totals									Invoice Transactions 3	\$380.15
Program <b>189501 - Cemeteries</b>									Invoice Transactions 13	\$2,065.40
Account <b>52310 - Building Materials and Supplies</b>										
394 - Kleindorfer Hardware & Variety	703416	18-concrete, duct tape	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	40.29
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 1	\$40.29
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	41294-001 033122	18-Water Sewer Charges February Acct 41294.001	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	312.56
Account <b>53530 - Water and Sewer</b> Totals									Invoice Transactions 1	\$312.56





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<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189501 - Cemeteries</b>										
Account <b>53540 - Natural Gas</b>										
222 - Vectren	2150190557030	18-Natural Gas Rosehill	Paid by Check		03/07/2022	03/07/2022	03/07/2022		03/09/2022	45.63
	722	2 February	# 75316							
222 - Vectren	2154628249030	18-Natural Gas Rosehill	Paid by Check		03/07/2022	03/07/2022	03/07/2022		03/09/2022	38.74
	722	1 February	# 75316							
Account <b>53540 - Natural Gas</b> Totals							Invoice Transactions	2		\$84.37
Program <b>189501 - Cemeteries</b> Totals							Invoice Transactions	4		\$437.22
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	107		\$127,973.33
Fund <b>200 - Parks and Recreation Gen (\$1301)</b> Totals							Invoice Transactions	107		\$127,973.33
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>53990 - Other Services and Charges</b>										
199 - Monroe County Government	Bryan Pool 22	18 - Bryan Park Pool Permit	Paid by Check		03/08/2022	03/08/2022	03/18/2022		03/18/2022	245.00
			# 75346							
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$245.00
Program <b>182001 - Aquatics - Bryan Pool</b> Totals							Invoice Transactions	1		\$245.00
Program <b>182002 - Aquatics - Mills Pool</b>										
Account <b>53990 - Other Services and Charges</b>										
199 - Monroe County Government	Mills 2022	18 - Mills Pool Permit	Paid by Check		03/08/2022	03/08/2022	03/18/2022		03/18/2022	122.50
			# 75349							
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$122.50
Program <b>182002 - Aquatics - Mills Pool</b> Totals							Invoice Transactions	1		\$122.50
Program <b>182501 - Frank Southern Center Concession</b>										
Account <b>52330 - Street, Alley, and Sewer Material</b>										
4099 - Gold Medal Products CO.	167880	18 - FSC Concession Supplies	Paid by EFT #		03/08/2022	03/08/2022	03/18/2022		03/18/2022	109.40
			45578							
5819 - Synchrony Bank	7053	18 - FSC Sams Club for concessions	Paid by Check		03/08/2022	03/08/2022	03/18/2022		03/18/2022	84.24
			# 75357							
Account <b>52330 - Street, Alley, and Sewer Material</b> Totals							Invoice Transactions	2		\$193.64
Account <b>52420 - Other Supplies</b>										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	10038	18 - FSC End of season Ice Show T-shirts	Paid by EFT #		03/08/2022	03/08/2022	03/18/2022		03/18/2022	25.00
			45510							
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	9992	18 - FSC Ice Show Participant T-shirts	Paid by EFT #		03/08/2022	03/08/2022	03/18/2022		03/18/2022	609.50
			45510							
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions	2		\$634.50
Program <b>182501 - Frank Southern Center Concession</b> Totals							Invoice Transactions	4		\$828.14
Program <b>183500 - Golf Services</b>										
Account <b>52330 - Street, Alley, and Sewer Material</b>										
205 - City Of Bloomington	329470	18 - Best Beers	Paid by Check		03/08/2022	03/08/2022	03/18/2022		03/18/2022	923.10
			# 75325							





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Fund <b>201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>183500 - Golf Services</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
205 - City Of Bloomington	245826	18 - Monarch	Paid by Check # 75325		03/08/2022	03/08/2022	03/18/2022		03/18/2022	856.00
5819 - Synchrony Bank	9189	18 - Snack Bar items	Paid by Check # 75357		03/08/2022	03/08/2022	03/18/2022		03/18/2022	138.16
5819 - Synchrony Bank	0713	18 - Snack Bar items	Paid by Check # 75357		03/08/2022	03/08/2022	03/18/2022		03/18/2022	144.44
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals							Invoice Transactions 4			\$2,061.70
Program <b>183500 - Golf Services</b> Totals							Invoice Transactions 4			\$2,061.70
Program <b>183501 - Golf Course - Pro Shop</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4072 - Acushnet Company	912621998	18-Pro Shop Supplies	Paid by Check # 75320		03/08/2022	03/08/2022	03/18/2022		03/18/2022	411.13
4072 - Acushnet Company	912634522	18-Pro Shop Supplies	Paid by Check # 75320		03/08/2022	03/08/2022	03/18/2022		03/18/2022	470.74
4072 - Acushnet Company	912641378	18 - Credit Memo Golf Ball Program	Paid by Check # 75320		03/08/2022	03/08/2022	03/18/2022		03/18/2022	(1,998.30)
4072 - Acushnet Company	912653750	18-Pro Shop Supplies	Paid by Check # 75320		03/08/2022	03/08/2022	03/18/2022		03/18/2022	155.32
4072 - Acushnet Company	912667148	18-Pro Shop Supplies	Paid by Check # 75320		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1,135.44
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals							Invoice Transactions 5			\$174.33
Program <b>183501 - Golf Course - Pro Shop</b> Totals							Invoice Transactions 5			\$174.33
Program <b>184000 - Natural Resources</b>										
Account <b>53990 - Other Services and Charges</b>										
4756 - White Buffalo, INC	2021-27	18- CHAP program for Deer Cull at Griffy Lake Nature Preserve	Paid by EFT # 45697		03/08/2022	03/08/2022	03/18/2022		03/18/2022	29,454.17
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 1			\$29,454.17
Program <b>184000 - Natural Resources</b> Totals							Invoice Transactions 1			\$29,454.17
Program <b>184501 - Youth Services-Kid City Camps</b>										
Account <b>53230 - Travel</b>										
3560 - First Financial Bank / Credit Cards	47357	18-February Charges Hotel for American Camp Conference	Paid by Check # 75335		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1,096.25
Account <b>53230 - Travel</b> Totals							Invoice Transactions 1			\$1,096.25
Account <b>53310 - Printing</b>										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	28770	18-Kid City camp registration reminder postcard	Paid by EFT # 45511		03/08/2022	03/08/2022	03/18/2022		03/18/2022	640.59
Account <b>53310 - Printing</b> Totals							Invoice Transactions 1			\$640.59
Program <b>184501 - Youth Services-Kid City Camps</b> Totals							Invoice Transactions 2			\$1,736.84



# Board of Park Commissioners Claim Register

Invoice Date Range 03/05/22 - 03/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>184502 - Youth Expo- Childrens Expo</b>										
Account <b>52420 - Other Supplies</b>										
54546 - Charles Y Coghlan, DMD (Office Easel)	104079A	18-Childrens Expo tote bags	Paid by EFT # 45550		03/08/2022	03/08/2022	03/18/2022		03/18/2022	454.04
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$454.04
Program <b>184502 - Youth Expo- Childrens Expo</b> Totals								Invoice Transactions	1	\$454.04
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>52210 - Institutional Supplies</b>										
7663 - HB Warehouse LLC (Resource Services)	00045265	18 - TLRC Facility Institutional Supplies	Paid by EFT # 45582		03/08/2022	03/08/2022	03/18/2022		03/18/2022	979.00
7663 - HB Warehouse LLC (Resource Services)	00045425	18 - TLRC Facility Institutional Supplies	Paid by EFT # 45582		03/08/2022	03/08/2022	03/18/2022		03/18/2022	195.44
Account <b>52210 - Institutional Supplies</b> Totals								Invoice Transactions	2	\$1,174.44
Account <b>52310 - Building Materials and Supplies</b>										
294 - All-Phase Electric Supply, INC	0740-1007362	18-ratio flood	Paid by EFT # 45516		03/08/2022	03/08/2022	03/18/2022		03/18/2022	120.00
394 - Kleindorfer Hardware & Variety	705900	18-velcro, caulk, zips	Paid by EFT # 45606		03/08/2022	03/08/2022	03/18/2022		03/18/2022	26.97
Account <b>52310 - Building Materials and Supplies</b> Totals								Invoice Transactions	2	\$146.97
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	39530-002 033122	18-Water Sewer Charges February Acct 39530.02	Paid by Check # 75328		03/08/2022	03/08/2022	03/18/2022		03/18/2022	949.36
Account <b>53530 - Water and Sewer</b> Totals								Invoice Transactions	1	\$949.36
Account <b>53540 - Natural Gas</b>										
222 - Vectren	0252765623030 322	18-Natural Gas February TLRC	Paid by Check # 75316		03/07/2022	03/07/2022	03/07/2022		03/09/2022	621.05
Account <b>53540 - Natural Gas</b> Totals								Invoice Transactions	1	\$621.05
Account <b>53610 - Building Repairs</b>										
53657 - Plymate, INC	3078699	18 - TLRC Entry Mat Service	Paid by EFT # 45636		03/08/2022	03/08/2022	03/18/2022		03/18/2022	81.62
Account <b>53610 - Building Repairs</b> Totals								Invoice Transactions	1	\$81.62
Program <b>185000 - Twin Lakes Recreation Center</b> Totals								Invoice Transactions	7	\$2,973.44
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>52420 - Other Supplies</b>										
8073 - Bruce E Smith (Smitty's Upholstery LLC)	3/5/2022	18-TLRC-Re-Upholstering - Weight Room Padding	Paid by EFT # 45652		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1,500.00
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$1,500.00
Account <b>53940 - Temporary Contractual Employee</b>										
6161 - Morgan Ashley Banks	030322	18-TLRC Fitness Specialist	Paid by EFT # 45524		03/08/2022	03/08/2022	03/18/2022		03/18/2022	250.00



# Board of Park Commissioners Claim Register

Invoice Date Range 03/05/22 - 03/18/22

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Fund <b>201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
7276 - Kaitlyn Clementi	030322	18-TLRC Fitness Specialist	Paid by EFT # 45554		03/08/2022	03/08/2022	03/18/2022		03/18/2022	60.00
7978 - Elizabeth Lee	030222	18-TLRC Fitness Specialist	Paid by EFT # 45612		03/08/2022	03/08/2022	03/18/2022		03/18/2022	125.00
7086 - Rivkah L Moore	030422	18-TLRC Fitness Specialist	Paid by EFT # 45624		03/08/2022	03/08/2022	03/18/2022		03/18/2022	93.75
5007 - Emeline P O'Connor	030322	18-TLRC Fitness Specialist	Paid by EFT # 45628		03/08/2022	03/08/2022	03/18/2022		03/18/2022	93.75
1973 - Megan M Stark	030422	18-TLRC Fitness Specialist	Paid by EFT # 45661		03/08/2022	03/08/2022	03/18/2022		03/18/2022	285.00
7440 - William Tuttle	030622	18-TLRC Fitness Specialist	Paid by EFT # 45684		03/08/2022	03/08/2022	03/18/2022		03/18/2022	337.50
7440 - William Tuttle	022322	18-TLRC Fitness Specialist	Paid by EFT # 45684		03/08/2022	03/08/2022	03/18/2022		03/18/2022	30.00
Account <b>53940 - Temporary Contractual Employee</b> Totals							Invoice Transactions 8			<u>\$1,275.00</u>
Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals							Invoice Transactions 9			<u>\$2,775.00</u>
Program <b>185003 - TLRC-Basketball</b>										
Account <b>52430 - Uniforms and Tools</b>										
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	9738	18- TLRC BYB Season III Uniforms	Paid by EFT # 45510		03/08/2022	03/08/2022	03/18/2022		03/18/2022	2,500.00
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	9868	18- TLRC BYB Season III Uniforms	Paid by EFT # 45510		03/08/2022	03/08/2022	03/18/2022		03/18/2022	2,500.00
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	9869	18- TLRC BYB Season III Uniforms	Paid by EFT # 45510		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1,300.00
Account <b>52430 - Uniforms and Tools</b> Totals							Invoice Transactions 3			<u>\$6,300.00</u>
Account <b>53940 - Temporary Contractual Employee</b>										
5519 - Jacob Box	022422	18-Basketball Official	Paid by EFT # 45539		03/08/2022	03/08/2022	03/18/2022		03/18/2022	50.00
7184 - Larry Branam	021522	18-Basketball Official	Paid by EFT # 45541		03/08/2022	03/08/2022	03/18/2022		03/18/2022	225.00
20105 - Brandon B Chambers	022422	18-Basketball Official	Paid by EFT # 45549		03/08/2022	03/08/2022	03/18/2022		03/18/2022	300.00
7147 - Keith E Crittenden	022422	18-Basketball Official	Paid by EFT # 45560		03/08/2022	03/08/2022	03/18/2022		03/18/2022	275.00
5923 - Brandon Ellis	021922	18-Basketball Official	Paid by EFT # 45568		03/08/2022	03/08/2022	03/18/2022		03/18/2022	325.00
5005 - Jon M Hillenburg	022222	18-Basketball Official	Paid by EFT # 45586		03/08/2022	03/08/2022	03/18/2022		03/18/2022	400.00
4939 - Charles W Stone	022222	18-Basketball Official	Paid by EFT # 45663		03/08/2022	03/08/2022	03/18/2022		03/18/2022	75.00



# Board of Park Commissioners Claim Register

Invoice Date Range 03/05/22 - 03/18/22

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Fund <b>201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185003 - TLRC-Basketball</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
8067 - Ian Tinsley	022222	18-Basketball Official	Paid by EFT # 45675		03/08/2022	03/08/2022	03/18/2022		03/18/2022	425.00
							Account <b>53940 - Temporary Contractual Employee</b> Totals	Invoice Transactions	8	\$2,075.00
							Program <b>185003 - TLRC-Basketball</b> Totals	Invoice Transactions	11	\$8,375.00
Program <b>185006 - TLRC-Concessions</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
5969 - Coca Cola Bottling CO. Consolidated	26383200159	18 - TLRC Concessions Products to Sell	Paid by EFT # 45555		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1,272.26
5969 - Coca Cola Bottling CO. Consolidated	6805205311	18 - TLRC Facility Institutional Supplies	Paid by EFT # 45555		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1,299.50
4099 - Gold Medal Products CO.	168298	18 - TLRC Concession Item	Paid by EFT # 45578		03/08/2022	03/08/2022	03/18/2022		03/18/2022	749.72
4099 - Gold Medal Products CO.	168407	18 - TLRC Concession Item Sale	Paid by EFT # 45578		03/08/2022	03/08/2022	03/18/2022		03/18/2022	1,079.89
5819 - Synchrony Bank	7003	18 - TLRC Concession Item	Paid by Check # 75357		03/08/2022	03/08/2022	03/18/2022		03/18/2022	465.66
5819 - Synchrony Bank	2479	18-TLRC Concessions	Paid by Check # 75357		03/08/2022	03/08/2022	03/18/2022		03/18/2022	119.88
5819 - Synchrony Bank	3165	18 - TLRC Concession Item Sale	Paid by Check # 75357		03/08/2022	03/08/2022	03/18/2022		03/18/2022	135.72
21145 - Sysco USA III, LLC	238956330	18 - TLRC Concession Item Purchase	Paid by EFT # 45666		03/08/2022	03/08/2022	03/18/2022		03/18/2022	437.63
							Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice Transactions	8	\$5,560.26
Account <b>53650 - Other Repairs</b>										
138 - Gooldy & Sons, INC	H 4005	18 - TLRC Kitchen Equipment Repairs	Paid by EFT # 45579		03/08/2022	03/08/2022	03/18/2022		03/18/2022	100.00
							Account <b>53650 - Other Repairs</b> Totals	Invoice Transactions	1	\$100.00
							Program <b>185006 - TLRC-Concessions</b> Totals	Invoice Transactions	9	\$5,660.26
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	8462	18 - Dog toys for Mad Paws Egg Hunt event	Paid by Check # 75357		03/08/2022	03/08/2022	03/18/2022		03/18/2022	19.96
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions	1	\$19.96
Account <b>53990 - Other Services and Charges</b>										
7767 - Dan P Alexander (Beetlegraphix)	00012022	18 - Caricatures @ Pet Expo Event 2/27/22	Paid by EFT # 45515		03/08/2022	03/08/2022	03/18/2022		03/18/2022	300.00
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions	1	\$300.00
							Program <b>186500 - Community Events</b> Totals	Invoice Transactions	2	\$319.96



# Board of Park Commissioners Claim Register

Invoice Date Range 03/05/22 - 03/18/22

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Fund <b>201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>186503 - Community Events-Farmers' Market</b>										
Account <b>43270 - Registration Fees</b>										
Michelle Grey	2022-00000188	18-Refunds	Paid by Check # 75361		03/08/2022	03/08/2022	03/18/2022		03/18/2022	20.00
Account <b>43270 - Registration Fees</b> Totals							Invoice Transactions	1		\$20.00
Program <b>186503 - Community Events-Farmers' Market</b> Totals							Invoice Transactions	1		\$20.00
Program <b>187006 - Adult Sports-Concessions</b>										
Account <b>53990 - Other Services and Charges</b>										
199 - Monroe County Government	2022 TLSP Conc	18 - TLSP Concessions Food License	Paid by Check # 75345		03/08/2022	03/08/2022	03/18/2022		03/18/2022	100.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$100.00
Program <b>187006 - Adult Sports-Concessions</b> Totals							Invoice Transactions	1		\$100.00
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	59		\$55,300.38
Fund <b>201 - Parks and Rec Non Reverting</b> Totals							Invoice Transactions	59		\$55,300.38
Fund <b>980 - 2018 BicentennialBnd Prcd900030</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>18018B - Griffy Loop Trail Lower Cascades</b>										
Account <b>54510 - Other Capital Outlays</b>										
7059 - Eagle Ridge Civil Engineering Services, LLC	204-25	18- Addendum for Cascades creek repair and path to waterfall	Paid by EFT # 45563		03/08/2022	03/08/2022	03/18/2022		03/18/2022	920.33
18844 - First Financial Bank, N.A.	ScenApp3,Castrl	18- Construction for Cascades Trail Phase 5 - Bic. Funds	Paid by Check # 75336		03/08/2022	03/08/2022	03/18/2022		03/18/2022	10,250.00
6883 - Scenic Construction Services, INC	ScenApp3,Castrl	18- Construction for Cascades Trail Phase 5 - Bic. Funds	Paid by EFT # 45646		03/08/2022	03/08/2022	03/18/2022		03/18/2022	194,750.00
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	3		\$205,920.33
Program <b>18018B - Griffy Loop Trail Lower Cascades</b> Totals							Invoice Transactions	3		\$205,920.33
Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b>										
Account <b>54510 - Other Capital Outlays</b>										
203 - INDIANA UNIVERSITY	90030776	18 - BICI Survey Envelopes and Labels	Paid by Check # 75340		03/08/2022	03/08/2022	03/18/2022		03/18/2022	211.14
203 - INDIANA UNIVERSITY	90030884	18 - BICI Survey Envelopes and Labels	Paid by Check # 75340		03/08/2022	03/08/2022	03/18/2022		03/18/2022	14.48
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	2		\$225.62
Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b> Totals							Invoice Transactions	2		\$225.62
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	5		\$206,145.95
Fund <b>980 - 2018 BicentennialBnd Prcd900030</b> Totals							Invoice Transactions	5		\$206,145.95
Grand Totals							Invoice Transactions	172		\$395,698.66

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/18/22	Claims				\$395,698.66
					<u>\$395,698.66</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

\$395,698.66

3/18/2022

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\_\_\_\_\_

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# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00003224	BA	GL	03/14/2022	Budget Amendment Bryan Park Trail Rehab PO 2036 & 2037				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>		<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>		
03/14/2022	201-18-189000-53990	Other Services and Charges	Budget Amendment Bryan Park Trail Rehab PO 2036 & 2037			181,925.00	.00		
03/14/2022	201-18-189000-53990	Other Services and Charges	Budget Amendment Bryan Park Trail Rehab PO 2036 & 2037			9,575.00	.00		
Number of Entries: 2						<u>\$191,500.00</u>	<u>\$191,500.00</u>		





# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00003262	BA	GL	03/15/2022	Budget Amendment WHB Park CBU				
G/L Date	G/L Account Number	Account Description		Description		Source		Increase Amount	Decrease Amount
03/15/2022	201-18-189001-52420	Other Supplies		Budget Amendment WHB Park CBU				107,810.70	.00
03/15/2022	201-18-189001-53990	Other Services and Charges		Budget Amendment WHB Park CBU				43,600.00	.00
						Number of Entries: 2		<u>\$151,410.70</u>	<u>\$ .00</u>

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues February 2022								
	2021	2021	2021	2021 % of	2022	2022	2022 % of	
	Projected	Revenue	Revenue	Revenue	Projected	Revenue	Revenue	
	Revenue	as of	as of	Collected	Revenue	as of	Collected	%
	<u>for year</u>	<u>December</u>	<u>February</u>	<u>to date</u>	<u>for year</u>	<u>February</u>	<u>to date</u>	<u>change</u>
<b>General Fund</b>								
Taxes/Misc Revenue	6,540,158	7,742,919	0	0.00%	6,542,219	0	0.00%	<b>0.00%</b>
Administration	500	388	83	21.47%	500	0	0.00%	<b>-100.00%</b>
Community Relations	0	0	0	0.00%	0	0	0.00%	<b>0.00%</b>
Aquatics	186,600	168,091	0	0.00%	181,000	0	0.00%	<b>0.00%</b>
Frank Southern	215,100	105,137	8,677	8.25%	213,000	82,531	38.75%	<b>851.17%</b>
Golf Services	572,000	854,919	1,810	0.21%	699,000	2,393	0.34%	<b>32.21%</b>
Natural Resources	0	45	0	0.00%	0	0	0.00%	<b>0.00%</b>
Youth Services	0	0	0	0.00%	0	0	0.00%	<b>0.00%</b>
Community Events	12,900	5,908	90	0.29%	13,500	765	5.67%	<b>750.00%</b>
Adult Sports	48,500	30,600	0	0.00%	16,000	0	0.00%	<b>0.00%</b>
Youth Sports	39,800	32,909	-163	-0.50%	25,500	34	0.13%	<b>-120.60%</b>
BBCC	15,000	15,789	6,661	42.19%	15,000	530	3.53%	<b>-92.05%</b>
Operations	0	0	0	0.00%	0	0	0.00%	<b>0.00%</b>
Landscaping	0	0	0	0.00%	0	0	0.00%	<b>0.00%</b>
Cemeteries	28,150	41,725	4,525	10.84%	35,000	4,750	13.57%	<b>4.97%</b>
Urban Forestry	0	75		0.00%	0	0	0.00%	<b>0.00%</b>
Recover Forward	0	0		0.00%	0	0	0.00%	<b>0.00%</b>
<b>Subtotal Program Rev</b>	<b>1,118,550</b>	<b>1,255,585</b>	<b>21,682</b>	<b>1.73%</b>	<b>1,198,500</b>	<b>91,001</b>	<b>7.59%</b>	<b>319.70%</b>
<b>General Fund Total</b>	<b>7,658,708</b>	<b>8,998,503</b>	<b>21,682</b>	<b>0.24%</b>	<b>7,740,719</b>	<b>91,001</b>	<b>1.18%</b>	<b>319.70%</b>
<b>Non-Reverting Fund</b>								
Administration	35,600	22,699	210	0.92%	35,600	12,677	35.61%	<b>5949.42%</b>
Health & Wellness	3,250	4,744	0	0.00%	6,450	457	7.09%	<b>0.00%</b>
Community Relations	5,400	2,822	0	0.00%	3,000	1,200	40.00%	<b>0.00%</b>
Aquatics	85,503	84,190	0	0.00%	80,000	0	0.00%	<b>0.00%</b>
Frank Southern	102,200	54,299	-15,957	-29.39%	91,300	15,641	17.13%	<b>-198.02%</b>
Golf Services	149,300	233,894	1,285	0.55%	163,000	433	0.27%	<b>-66.28%</b>
Natural Resources	71,400	49,369	254	0.51%	71,400	197	0.28%	<b>-22.17%</b>
Youth Programs	246,740	141,789	2,692	1.90%	163,500	4,533	2.77%	<b>68.38%</b>
*TLRC -Operational	730,428	596,325	51,055	8.56%	599,625	154,184	25.71%	<b>201.99%</b>
Community Events	192,459	130,293	11,315	8.68%	139,740	24,374	17.44%	<b>115.41%</b>
Adult Sports	138,300	94,849	1,588	1.67%	54,500	-3	0.00%	<b>-100.17%</b>
Youth Sports	3,502	7,520	0	0.00%	8,000	0	0.00%	<b>0.00%</b>
BBCC	7,600	9,571	1,894	19.79%	7,600	443	5.83%	<b>-76.62%</b>
Operations	68,900	131,747	6,900	5.24%	68,900	24,822	36.03%	<b>259.72%</b>
Dog Park	400	0	0	0.00%	400	0	0.00%	<b>0.00%</b>
Switchyard	31,500	51,346	2,193	4.27%	41,500	8,626	20.79%	<b>293.41%</b>
Landscaping	0	0		0.00%	0	0	0.00%	<b>0.00%</b>
Cemeteries	0	0		0.00%	0	0	0.00%	<b>0.00%</b>
Urban Forestry	9,500	9,875		0.00%	14,600	1,320	9.04%	<b>0.00%</b>
<b>N-R Fund subtotal:</b>	<b>1,881,982</b>	<b>1,625,332</b>	<b>63,429</b>	<b>3.90%</b>	<b>1,549,115</b>	<b>248,904</b>	<b>16.07%</b>	<b>292.41%</b>

<b>Other Misc Funds</b>								
G18-19 MCCSC 21st Com	30,000							
G19-20 MCCSC 21st Com	14,210							
G20-21 MCCSC 21st		13,840						
G21 MCCSC 21st		9,162						
G14009 Summer Food Grar	27,864	11,631						
Communit Banneker Bus	45,000							
Kaboom Play Everywhere								
NRPA Nutrition Hub		35,000	35,000			5,000		
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	20			10		
Banneker ROI								
Banneker Nature Days		3,109						
Yth & Adolescent Phy Act	8,000	8,467						
Nature Days Star								
2019 Deer Cull IN DNR CHA	25,000	25,000	25,000			23,389		
<b>Other Misc Funds total:</b>	<b>150,074</b>	<b>126,305</b>	<b>60,020</b>		<b>0</b>	<b>28,400</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,690,764</b>	<b>10,750,140</b>	<b>145,131</b>	<b>1.35%</b>	<b>9,289,834</b>	<b>368,305</b>	<b>3.96%</b>	<b>153.77%</b>

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2021	2021	2021	2021 % of	2022	2022	2022 % of	
February	Total	Expenses	Expenses	Expenses	Total	Expenses	Expenses	
	<u>Expense</u>	as of	as of	Spent	<u>Expense</u>	as of	Spent	%
	<u>Budget</u>	<u>December</u>	<u>February</u>	<u>to date</u>	<u>Budget</u>	<u>February</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	717,168	759,357	210,719	27.75%	813,903	284,537	34.96%	35.03%
Health & Wellness	86,927	85,291	14,715	17.25%	94,977	2,132	2.24%	-85.51%
Community Relations	498,198	425,810	68,648	16.12%	510,923	27,937	13.44%	-59.30%
Aquatics	293,257	346,262	4,270	1.23%	424,371	9,789	2.31%	129.26%
Frank Southern Center	369,516	298,585	45,020	15.08%	387,393	85,591	22.09%	90.12%
Golf Services	720,425	720,027	59,757	8.30%	833,792	52,865	6.34%	-11.53%
Natural Resources	390,401	354,656	29,570	8.34%	420,230	23,979	5.71%	-18.91%
Youth Programs	73,773	70,670	13,440	19.02%	77,162	8,931	11.57%	-33.55%
TLRC	278,629	277,365	47,716	17.20%	305,962	35,956	11.75%	-24.65%
Community Events	418,379	399,752	67,098	16.79%	576,608	49,667	8.61%	-25.98%
Adult Sports	244,078	246,990	25,309	10.25%	325,324	18,217	5.60%	-28.02%
Youth Sports	231,548	283,170	27,981	9.88%	310,858	20,813	6.70%	-25.62%
BBCC	419,321	340,689	61,666	18.10%	434,110	31,575	7.27%	-48.80%
Inclusive Recreation	89,535	75,170	9,047	12.04%	92,832	7,877	8.49%	-12.93%
Operations	1,865,916	1,750,670	216,067	12.34%	1,757,328	167,163	9.51%	-22.63%
Switchyard Property	410,662	423,326	32,894	7.77%	676,749	53,429	7.89%	62.43%
Landscaping	654,879	571,940	65,246	11.41%	886,913	61,893	6.98%	-5.14%
Cemeteries	214,404	194,503	26,246	13.49%	398,487	21,747	5.46%	-17.14%
Urban Forestry	501,313	394,933	63,416	16.06%	530,277	40,056	7.55%	-36.84%
Recover Forward	0	0	0	0.00%	0	0	0.00%	0.00%
General Fund total:	8,478,330	8,019,168	1,088,824	13.58%	9,858,200	1,004,153	10.19%	-7.78%
Non-Reverting Fund								
Administration	18,550	7,167	2,277	31.77%	12,800	344	2.69%	-84.90%
Health & Wellness	2,450	4,789	0	0.00%	4,005	6	0.16%	0.00%
Community Relations	5,350	720	0	0.00%	5,350	0	0.00%	0.00%
Aquatics	55,544	37,873	210	0.55%	57,518	1,223	2.13%	0.00%
Frank Southern Center	87,669	42,037	5,094	12.12%	88,282	15,442	17.49%	203.15%
Golf Services	126,758	147,617	3,128	2.12%	136,759	283	0.21%	0.00%
Natural Resources	70,610	24,037	29,011	120.69%	81,710	102	0.12%	-99.65%
Youth Programs	214,782	121,851	2,138	1.75%	69,137	1,786	2.58%	-16.43%
*TLRC - day to day	633,489	468,075	41,876	8.95%	555,814	68,031	12.24%	62.46%
Community Events	216,119	163,645	10,102	6.17%	226,836	10,011	4.41%	-0.90%
Adult Sports	135,504	82,919	1,251	1.51%	78,515	1,561	1.99%	24.78%
Youth Sports	9,578	8,563	1,456	17.00%	9,791	1,122	11.46%	-22.94%
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	62	0.07%	141,758	12,878	9.08%	0.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,672	24,964	7,652	30.65%	27,558	1,120	4.07%	-85.36%
Landscaping (CCC Prop.)	0	0		0.00%	0		0.00%	0.00%
Cemeteries	0	0		0.00%	0		0.00%	0.00%
Urban Forestry	6,350	2,320		0.00%	12,650		0.00%	0.00%
N-R Fund subtotal:	1,659,093	1,227,117	104,257	8.50%	1,511,043	113,910	7.54%	9.26%
TLRC - bond	474,100	474,013	236,306	49.85%	474,212	239,006	50.40%	0.00%
N-R Fund total:	2,133,193	1,701,129	340,564	20.02%	1,985,255	352,916	17.78%	3.63%
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	4,285					
2021 MCCSC 21st Grant		8,162				5,919		
Community Banneker Bus								
G14006 Out-of School Prg.								
G15008 Summer Food Prg.	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	2,527					
<b>Other Misc Funds total:</b>	<b>11,115</b>	<b>120,627</b>	<b>6,948</b>	5.76%	<b>0</b>	<b>5,919</b>		
<b>TOTAL ALL FUNDS</b>	<b>10,622,638</b>	<b>9,537,723</b>	<b>1,436,335</b>	<b>15.06%</b>	<b>11,843,455</b>	<b>1,362,988</b>	11.51%	-5.11%

<b>Non-Reverting Cash Balances</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	<b>Beginning</b>	<b>Revenue</b>	<b>Other</b>	<b>Expenses</b>	<b>Expenses</b>	<b>Current Year ONLY</b>	<b>Accumulated</b>
	<b>Balance</b>	<b>as of</b>	<b>Misc.</b>	<b>as of</b>	<b>from</b>	<b>Revenue</b>	<b>Balance</b>
	<b>1/1/2022</b>	<b>2/28/2022</b>	<b>revenue</b>	<b>2/28/2022</b>	<b>RESERVE *</b>	<b>Expense</b>	
						<b>Over/Under</b>	
					<b>see explanation below*</b>	<b>(does not include expenses taken from RESERVE)</b>	<b>THIS IS THE TOTAL ACCUMULATED AMOUNT</b>
Administration	278,693.84	12,676.55		343.89		<b>12,332.66</b>	291,026.50
Health & Wellness	14,839.13	457.00		6.47		<b>450.53</b>	15,289.66
Community Relations	36,781.63	1,200.00		0.00		<b>1,200.00</b>	37,981.63
Aquatics	358,145.31	0.00		1,222.50		<b>(1,222.50)</b>	356,922.81
Frank Southern Center	157,882.22	15,641.08		15,442.42		<b>198.66</b>	158,080.88
Golf Course	248,428.81	433.43		283.00		<b>150.43</b>	248,579.24
Natural Resources	354,568.40	197.30		102.00		<b>95.30</b>	354,663.70
Allison Jukebox	310,130.67	4,533.13		1,786.26		<b>2,746.87</b>	312,877.54
TLRC	<b>(2,679,828.93)</b>	138,717.69		307,036.96		<b>(168,319.27)</b>	<b>(2,848,148.20)</b>
TLRC Reserve	730,333.74	15,466.18		0.00		<b>15,466.18</b>	745,799.92
Community Events	510,539.99	24,373.95		10,011.06		<b>14,362.89</b>	524,902.88
Adult Sports	14,181.56	<b>(2.63)</b>		1,560.98		<b>(1,563.61)</b>	12,617.95
Youth Sports	5,155.50	0.00		1,121.98		<b>(1,121.98)</b>	4,033.52
Skate Park	575.42	0		0.00		<b>0.00</b>	575.42
Benjamin Banneker Comm Center	67,391.42	442.80		0.00		<b>442.80</b>	67,834.22
Childcare Program	<b>(1,399.03)</b>	0.00		0.00		<b>0.00</b>	<b>(1,399.03)</b>
Operations	242,465.81	24,821.79		12,877.81		<b>11,943.98</b>	254,409.79
Dog Park	5,993.79	0.00		0.00		<b>0.00</b>	5,993.79
Switchyard Property	250,311.69	8,625.83		1,120.33		<b>7,505.50</b>	257,817.19
Landscaping	13,454.36	0.00		0.00		<b>0.00</b>	13,454.36
Cemeteries	1,497.00	0.00		0.00		<b>0.00</b>	1,497.00
Urban Forestry	36,031.73	1,320.00		0.00		<b>1,320.00</b>	37,351.73
Change Fund	0.00	0.00		0.00		<b>0.00</b>	0.00
Deposits	0.00	0.00		0.00		<b>0.00</b>	0.00
<b>TOTALS</b>	<b>956,174.06</b>	<b>248,904.10</b>	<b>0.00</b>	<b>352,915.66</b>	<b>0.00</b>	<b>(104,011.56)</b>	<b>852,162.50</b>

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

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

**(104,011.56)**  
**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
02/08/2022	1986091	6	FR	COURT_TLRC_c	Court 5 on 02/03/2022 at 6:00pm to	Refund Now	grabowsm	45.00	0.00	45.00
02/08/2022	1986207	6	FR	COURT_TLRC_c	Court 3 on 02/12/2022 at 12:00pm to	Refund Now	grabowsm	90.00	0.00	90.00
02/09/2022	1986596	6	FR	SHELT_SWCHY	Switchyard Park Shelter on 04/13/20	Refund Now	grabowsm	75.00	0.00	75.00

## Report Summary Totals

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Total Refund Records:	3
Total Fees Refunded:	210.00
Total Tax Refunded:	0.00
Total Amount Refunded:	210.00

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# Refund Listing Report

## SELECTION CRITERIA

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### 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:	02/01/2022 - Actual Date 02/01/2022
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	02/28/2022 - Actual Date 02/28/2022
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 March

## 2022 March

[illegible]



## STAFF REPORT

Agenda Item: A-7  
Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Scott Pedersen, Youth Sports Coordinator  
**DATE:** March 22, 2022  
**SUBJECT:** REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH THE  
BLOOMINGTON JUNIOR LEAGUE BASEBALL ASSOCIATION TO PROVIDE  
A YOUTH BASEBALL PROGRAM AT WINSLOW SPORTS COMPLEX

### Recommendation

Staff recommends approval of the partnership agreement with the Bloomington Junior League Baseball Association. Projected revenue is approximately \$35,000.

### Background

The Bloomington Junior League Baseball Association provides youth baseball for children ages 5-12. This program serves over 400 players. Practices and games are conducted at the Winslow Sports Complex and practice only at Bryan Park fields #1 and #2 Monday through Saturday beginning in June and ending in October. BJLBA offers a regular season and a fall season.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Scott Pedersen", is written over a light gray rectangular background.

Scott Pedersen  
Youth Sports Coordinator



## COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this \_\_\_\_ day of March, 2022, by and between the Bloomington Parks and Recreation Department ("Parks") and Bloomington Junior Baseball League ("BJLBA"), WITNESSETH:

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

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

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

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

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

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

1. **Purpose of Agreement.** This agreement outlines a program partnership which will provide an affordable and effective youth baseball program, designed to introduce beginner participants to the program as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.
2. **Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 1, 2022, unless terminated earlier as provided herein.
3. **Duties of Parks.** Parks agrees to:
  - a. Allow BJLBA access to Winslow Baseball Fields in priority category #3 based on the order established by the Board of Park Commissioners:
    1. Parks programs
    2. Monroe County Community Schools Corporation programs
    3. **Partnership programs**
    4. Independent programs
  - b. Allow BJLBA access to Winslow Baseball Fields specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:  
Practice (excludes field lining)

\$16.00 per hour

Practice with lights (excludes field lining)	\$20.00 per hour
Weeknight Competition (includes field lining)	\$23.00 per hour
Weekend Competition (includes field lining)	\$25.00 per hour
With on-site maintenance	\$30.00 per hour
All day per field	\$165.00

- c. Allow BJLBA access to practice ball fields at Bryan Park fields 1 and 2 based on availability and at varying rates depending on published prices of those facilities.

Practice (excludes field maintenance and lining)	\$10.00 per hour
Competition (includes minor field maintenance and field lining)	\$12.00 per hour

- d. Provide facility maintenance including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- e. Provide sport field and parking lot lighting including the cost of maintenance and operation of lighting systems for ball fields, parking lots and buildings.
- f. Provide turf management including seeding, fertilizing, aerifying, weed control, and mowing. BJLBA is not permitted to provide field maintenance of any type including dragging infields and raking base paths.
- g. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- h. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that BJLBA is not comfortable with resuming play after an all clear is given from a Parks representative, BJLBA may decide to cancel play and that will be communicated on the hotline.
- i. Provide four hitting tunnels. Each tunnel will be divided and consist of two pitching/hitting stations. Parks will be responsible for the demo of the existing batting cages and returning the area into usable green space.
- j. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters at the Winslow Sports Complex. No Parks supervisor will be on-site at Bryan Park. BJLBA is encouraged to provide a Standard 1<sup>st</sup> aid and CPR certified supervisor at this facility which is open to the public.
- k.. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis, as well as additional maintenance support staff as needed to perform other repairs, tasks and services.
- l. Provide the services of the Youth Sports Coordinator as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- m. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.

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

- a. Maintain close contact with the Youth Sports Coordinator and appoint this person as Parks liaison to BJLBA's policy making board.
- b. Will consider and discuss with BPRD the wear and tear from BJLBA use in regards the depreciation of tunnel netting.

- c. Agree to have each head coach obtain the Babe Ruth Coaching Education program requirements. This is a lifetime certification. BJLBA also agrees to have all adults involved with the program submit to a local and state criminal history check.
  - d. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least three weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow, the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)
  - e. List the Parks and Recreation Department on all publicity and promotional materials developed by BJLBA as a “partner” or “in partnership with.” A copy of any promotional materials should be submitted to the Parks and Recreation Department’s Youth Sports Coordinator for approval prior to distribution to the public.
  - f. Refer any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues to Parks on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
  - g. Obtain legally binding liability waivers from all participants which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that BJLBA fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
  - h. Name the City of Bloomington as additional insured on its general liability policies and shall provide Parks with certificate of insurance prior to May 1, 2022.
5. **Behavior.** The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.
6. **Parks Review of BJLBA Program.** BJLBA is recognized as having the ability to conduct the youth baseball program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues.
7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City’s jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.
9. **Notice and Agreement Representatives.**

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

BJLBA President  
Mark Wynalda

Bloomington Parks and Recreation  
Scott Pedersen

(812)381-5971

P.O. Box 848  
Bloomington, IN 47402  
(812) 349-3774

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

Mark Wynalda  
(812)381-5971

Scott Pedersen  
Youth Sports Coordinator  
(812) 349-3774

**10. Termination.** The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to correct the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.

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

**11. Insurance and Indemnity.** BJLBA shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and BJLBA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. BJLBA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

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

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

**BJLBA**

**BLOOMINGTON PARKS AND RECREATION**

By: \_\_\_\_\_  
Mark Wynalda, President

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

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

\_\_\_\_\_  
Beth Cate, Corporation Counsel  
City of Bloomington



## STAFF REPORT

Agenda Item: A-8  
Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Scott Pedersen, Youth Sports Coordinator  
**DATE:** March 22, 2022  
**SUBJECT:** REVIEW/APPROVAL OF CONCESSION AGREEMENT WITH  
BLOOMINGTON JUNIOR LEAGUE BASEBALL AND MONROE COUNTY  
SENIOR LEAGUE BASEBALL.

### Recommendation

Staff recommends approval of the agreement with Bloomington Junior League Baseball Association and Monroe County Senior League Baseball to operate the concession stands at Winslow Sports Complex. Deposited funds of \$3,850 will go into 201-18-187202-43110.

### Background

The Bloomington Junior League Baseball Association and Monroe County Senior League Baseball Association wishes to operate the Winslow North and Senior Side concessions building owned by The City of Bloomington Parks and Recreation Department. BJLBA and MCSLBA uses profits generated from sales to offset program costs and other related expenditures.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Scott Pedersen", is written over a light gray rectangular background.

Scott Pedersen  
Youth Sports Coordinator



**AGREEMENT  
FOR  
FOOD AND BEVERAGE CONCESSION  
WINSLOW SPORTS COMPLEX - NORTH SIDE & SENIOR SIDE**

This Agreement, entered into this 22<sup>nd</sup> day of March, 2022, by and between the City of Bloomington Parks and Recreation Department through its Board of Parks Commissioners (hereinafter, "Parks") and Bloomington Junior League Baseball Association/Monroe County Senior League Baseball Association (hereinafter, "Concessionaire"),

**WITNESSETH:**

WHEREAS, Parks owns and operates Winslow Sports Complex (the "Complex") at 2301 South Highland Street, Bloomington, Indiana; and

WHEREAS, the north side and senior side of the Complex contains space and equipment for a food and beverage concession with ice machine; and

WHEREAS, Concessionaire wishes to operate this concession; and

WHEREAS, Concessionaire has a history of operating an inclusive program that serves the needs of the Bloomington community; and

WHEREAS, Concessionaire has a good record of cooperation with Parks.

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 1, 2022 and end on October 1, 2022.

**B. CONCESSIONAIRE'S RESPONSIBILITIES**

**1. Concession Fee**

Concessionaire shall pay Parks a concession fee of Three Thousand Eight Hundred Fifty Dollars (\$3,850). Such fee shall be paid in two installments of One Thousand Nine Hundred Twenty Five Dollars (\$1,925) on or before July 1, 2022, and September 1, 2022.

**2. Concession Menu and Pricing**

- a. Concessionaire shall furnish Parks a listing of the complete menu and prices of items to be sold at the north side and senior side concession locations by May 1, 2022. Such menu and pricing is subject to the approval of the Parks Administrator.
- b. Soda and Sport drink vending machines are permitted at current level except at such times as Parks may designate, when their availability would conflict with other Parks commitments. Parks will inform Concessionaire of any times beyond those listed in Section C.1. herein when the vending machines must be made inoperable by Concessionaire for the duration of such events.

**3. Maintenance of Concession Area**

Concessionaire shall keep the serving facility and storage areas, and floors thereof, clean at all times and in such condition that it will pass all public health inspections. Concessionaire shall maintain this area in



compliance with all relevant Parks rules and regulations. Bagged and loose trash shall not be placed at ground level or in the immediate area of doorways. It shall instead be placed in or on top of trash receptacles.

**4. Equipment Upkeep**

- a. Concessionaire and its employees shall use reasonable care in the operation of the concession equipment provided by Parks, and shall not subject such equipment to abuse or unreasonable wear and tear. Concessionaire shall promptly notify Parks of any damage to, or malfunction of, the equipment. Concessionaire shall not make any improvements or repairs to the facility without approval from Parks.
- b. Concessionaire will operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state, and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

**5. Insurance**

Concessionaire shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured. Concessionaire shall also maintain Workers' Compensation Insurance as required by Indiana Code 22-3-2 et seq. Concessionaire shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. Concessionaire and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

**6. Employees**

- a. Concessionaire shall employ all personnel necessary for the operation of the food and beverage concession, and shall pay all necessary wages and payroll tax for such employees. Concession attendants must be a minimum of sixteen (16) years of age. Concessionaire shall designate supervisors. Designation of supervisors is subject to the approval of the Parks Administrator.
- b. All attendants and supervisors must secure any necessary documents and examinations required by any and all public health agencies. Concessionaire must verify that these necessary documents and examinations have been secured.
- c. Concessionaire shall take and successfully complete any trainings and certifications as required by the Monroe County Health Department. Concessionaire shall provide proof of successful completion to Parks by May 1, 2022.

**7. Recordkeeping**

- a. Concessionaire shall designate a treasurer who will keep and maintain books, records and accounts accurately reflecting the expenditure and revenues of the concession. These documents shall be open to inspection at all reasonable times by authorized agents of Parks or the City of Bloomington Controller's Office, such authorization to be given by the Parks Administrator.
- b. Concessionaire shall provide Parks with an annual statement of all financial records pertaining to operation of the concession facilities during the 2022 season.

**8. Safety**

- a. Concessionaire shall be responsible for implementing reasonable safety measures at the concession, and shall ensure that concession attendants are familiar with and comply with such measures.
- b. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit

- c. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

**9. Rules and Regulations**

Concessionaire shall abide by all rules and regulations of Parks now in effect, and any rules and regulations which are passed during the term of this Agreement. Concessionaire shall also comply with all local, state and federal laws, including health codes, regarding the operation of the concession and the employment of all personnel.

**C. RESPONSIBILITIES OF PARKS**

**1. Use of Property**

- a. Parks shall grant permission for Concessionaire to use a designated area at the north side of the Complex for the operation of the food and beverage concession. Game night access will be one hour before game times.
- b. During the term of this agreement, any non-Concessionaire concessions operations must be approved by Parks.

**2. Use of Equipment**

Parks shall grant permission to Concessionaire to operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

**3. Electricity**

Parks shall provide all necessary electricity for operation of the concession.

**4. Maintenance**

- a. Parks shall perform all general maintenance of the Complex and its facilities. This shall not relieve Concessionaire of the responsibility to maintain the concession area, as outlined in Article B, Section 3.
- b. Upon notification by the Concessionaire, Parks shall repair or replace defective equipment owned by Parks within a reasonable period of time. The decision whether to repair or replace equipment shall be at Parks' discretion. In the event that equipment has been damaged due to Concessionaire's negligence, Parks may elect not to repair or replace such equipment.
- c. The ice machine located in the concession is aged. Parks will not purchase a replacement machine or make repairs outside of initial start-up. Concessionaire may elect to repair or replace the unit at Concessionaire's expense.
- d. Upon notification by Concessionaire, Parks shall repair or rectify, within a reasonable period of time, any defects at the Complex which create health concerns for the concession. Such defects may include, but not be limited to, plumbing malfunctions, leakage, or infestation.
- e. Parks shall not be responsible for food spoilage or other loss resulting from electrical outage or equipment failure, or from other emergency or act of God.

**5. Inspections**

Parks shall make unscheduled inspections of the concession facility to ensure that facilities and equipment are properly operated and maintained, and that operation is in compliance with the terms of this Agreement. Parks shall request inspections as necessary by the Monroe County Health Department.

**6. Invoices**

Parks shall invoice Concessionaire for each payment at least thirty (30) days in advance of the due date.

**7. Rules and Regulations**

Parks shall furnish Concessionaire with a list of the Parks rules and regulations now in effect, and shall inform Concessionaire of any changes or additions to the rules in a timely manner.

**D. RELEASE, HOLD HARMLESS, AND INDEMNIFICATION**

Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise as a result of the condition of the concession area, or the operation of the concession, including claims for personal injury, property damage, or any other type of claim which might be brought by Concessionaire or by any third party, even if caused by negligence of the releasees.

Concessionaire agrees to assume financial responsibility for the repair or replacement of any concession equipment which is damaged through the negligence of Concessionaire or its employees. The decision to repair or replace damaged equipment shall be at the election of Parks.

**E. ASSIGNMENT OF AGREEMENT**

Concessionaire shall not assign or sub-contract this Agreement or any of its terms except through prior approval of the Parks Administrator.

**F. CHANGE TO AREA; ADVERTISEMENT**

Concessionaire shall not:

1. Change the existing layout of the concession area or its equipment; or
2. Post any advertisements in the concession area without prior written approval of the Parks Administrator.

**G. BREACH OF AGREEMENT**

**1. Notice and Time to Cure**

In the event that one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have twenty (20) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within twenty days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

**2. Electricity; Assumption of Operations**

If Concessionaire is the breaching party, upon notice of breach and failure to cure, in addition to any other penalty or remedy to which it is entitled, Parks may shut off electricity to the concession area. Alternatively, Parks may take exclusive possession of its concession equipment and the concession area, and may assume or assign operation of the concession.

**3. Liquidated Damages for Late Payment**

Concessionaire acknowledges that the damages resulting to Parks as a result of late payment of the concession fee would be difficult to ascertain, and that liquidated damages as provided herein are reasonable. If Concessionaire is more than twenty (20) days late in making any scheduled payment to Parks under this Agreement, Parks may assess liquidated damages for late payment of \$100.00 for every month or part thereof that payment is in arrears. Parks shall not be required to comply with the notice and time to cure provisions of Section 1 of this Article in order to assess these liquidated damages.

In the event that late payments are received, Parks shall apply the payments in the following manner: First, to any arrearages; second, to any outstanding liquidated damages; and finally, to any payments presently due.

**H. TERMINATION**

**1. Early Termination**

- a. Termination by mutual agreement:** The parties may terminate this Agreement prior to October 1, 2022 by mutual written agreement. In the event that such mutual agreement occurs, the termination shall be governed by the provisions of Section 3, below, unless the parties agree otherwise in writing.
- b. Unilateral termination:** In the event that a non-breaching party elects to unilaterally terminate the Agreement under the provisions of Article G, Section 1, any unpaid portion of the concession fee shall become immediately due and owing, and the monthly liquidated damages described in Article G, Section 3 shall be regularly assessed until the annual fee is paid in full. Additionally, Concessionaire shall bear all costs and expenses related to collection of the fee and any liquidated damages, including, but not limited to, reasonable attorney fees.

**2. Scheduled Termination**

Unless the parties agree to extend the Agreement as set forth in Section 4, below, this Agreement shall automatically terminate on October 1, 2022.

**3. Disposition of Facilities Upon Termination**

Upon early or scheduled termination, Concessionaire shall vacate the Center concession within three business days. The concession area and all equipment provided by Parks shall be left clean and in good working order. Concessionaire shall remove any and all food and/or supplies and equipment from the concession area other than those items which are the property of Parks.

**4. Extension of Agreement**

Prior to the scheduled termination of this Agreement, the parties may agree in writing to extend the term of the Agreement for an additional specified period. Concessionaire shall notify Parks of its desire to extend the Agreement on or before October 1, 2022. In the event that the Agreement is extended, Parks may charge a reasonable additional concession fee.

**5. COVID-19 Pandemic**

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 Concessionaire of any such termination and the reasons therefore in writing.

**I. 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 the expense of such litigation, including, but not limited to, court costs and reasonable attorney's fees.

**2. 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.

**3. Notices**

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

**Parks:** Parks and Recreation Department  
City of Bloomington  
P.O. Box 100  
Bloomington, IN 47402  
ATTN: Scott Pedersen

**Concessionaire:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. 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.

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

**CONCESSIONAIRE**

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Paula McDevitt, Park Administrator

\_\_\_\_\_  
Beth Cate, Corporation Counsel  
City of Bloomington



## STAFF REPORT

Agenda Item: A-9  
Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Scott Pedersen, Youth Sports Coordinator  
**DATE:** March 22, 2022  
**SUBJECT:** REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH THE  
MONROE COUNTY SENIOR LEAGUE BASEBALL ASSOCIATION

### Recommendation

Staff recommends approval of the partnership agreement with Monroe County Senior League Baseball Association to provide a youth baseball program at Winslow Sports Complex. Projected revenue is approximately \$4,000.

### Background

The Monroe County Senior League Baseball Association provides youth baseball for participants ages 13-19. This program serves over 70 players. Practices and games are conducted at the Winslow Sports Complex Monday through Thursday from May until July.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Scott Pedersen", is placed over a light gray rectangular background.

Scott Pedersen  
Youth Sports Coordinator



## **COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP**

This Agreement, made and entered into this \_\_\_\_ day of March, 2022, by and between the Bloomington Parks and Recreation Department ("Parks") and Monroe County Senior League Baseball Association ("MCSLBA"), WITNESSETH:

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

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

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

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

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

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

1. **Purpose of Agreement.** This agreement outlines a program partnership which will combine available resources from each party to allow the Bloomington community to participate in an affordable, effective and diverse youth baseball program designed to introduce beginners to the sport as well as provide for skill advancement.
2. **Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 1, 2022, unless terminated earlier as provided herein.
3. **Duties of Parks.** Parks agrees to:
  - a. Allow MCSLBA's user group access to Winslow Baseball Field #6 in priority category #3 based on the order established by the Board of Park Commissioners:
    1. Parks programs
    2. Monroe County Community Schools Corporation programs
    3. Partnership programs
    4. Independent programs
  - b. Allow MCSLBA access to Winslow Baseball Field #6 specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:	
Practice (excludes field lining)	\$16.00 per hour
Practice with lights (excludes field lining)	\$20.00 per hour
Weeknight Competition (includes field lining)	\$23.00 per hour
Weekend Competition (includes field lining)	\$25.00 per hour
With on-site maintenance	\$30.00 per hours
All day per field	\$165.00

Bryan Park Field #1 and #2:	
Practice (excludes field lining)	\$10.00 per hour
Competition (includes field lining)	\$12.00 per hour

- c. Allow MCSLBA access to practice on Winslow Field #6 based on availability and at varying rates depending on published prices of this facility.
  - d. Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
  - e. Provide sport field lighting on field 6 and parking lot lighting, including the cost of maintenance and operation of lighting systems for field 6, parking lots and buildings.
  - f. Provide turf management, including seeding, fertilizing, aerifying, weed control, and mowing. MCSLBA is not permitted to provide field maintenance of any type, including dragging the infield and raking base paths.
  - g. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
  - h. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that MCSLBA is not comfortable with resuming play after an all clear is given from a Parks representative, MCSLBA may decide to cancel play and that will be communicated on the hotline.
  - i. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.
  - j. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis, as well as additional maintenance support staff as needed to perform other repairs, tasks and services.
  - k. Provide the services of the Youth Sports Coordinator as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
  - l. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.
- 4. Goals and Duties of MCSLBA.** The goals of MCSLBA are to offer a youth baseball program for the community at large, introduce and publicize MCSLBA to the public, and provide programming for children of MCSLBA. MCSLBA hereby agrees to:
- a. Maintain close contact with the Youth Sports Coordinator and appoint this person as Parks liaison to the user group's policymaking board.
  - b. Agree to have each head coach obtain the MCSLBA Coaching Education program requirement. This must be done the coach's first year as head coach in the program and is valid for a period of three years. Coaches returning for a fourth or more year(s) must obtain current certification.



Agree to have all adults involved with the program submit to a local and state criminal history check.

- c. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least three weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, Payment must be made by the due date and in a timely manner.)
  - d. List the Parks and Recreation Department on all publicity and promotional materials developed by user group as a “partner” or “in partnership with.” A copy of any promotional materials should be submitted to the Parks and Recreation Department’s Youth Sports Coordinator for approval prior to distribution to the public.
  - e. Any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues will be referred to Parks and Recreation on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
  - f. Obtain legally binding liability waivers from all participants, which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that MCSLBA fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
  - g. Name the City of Bloomington as additional insured on its general liability policies and provide Parks with certificate of insurance prior to May 1, 2022.
5. **Behavior.** The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.
  6. **Parks Review of MCSLBA Program.** MCSLBA is recognized as having the ability to conduct the youth baseball program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior, and service quality issues.
  7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
  8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City’s jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.
  9. **Notice and Agreement Representatives.**  
Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

MCSLBA President	Bloomington Parks and Recreation
Kyle McAninch	Scott Pedersen
2128 E. Meadowbluff Ct.	P.O. Box 848

Bloomington, IN 47401  
(812) 322-4005

Bloomington, IN 47402  
(812) 349-3774

Agreement representatives for the day-to-day operations and implementation of this agreement shall be:  
Kyle McAninch  
President  
(812) 322-4005

Scott Pedersen  
Youth Sports Coordinator  
(812) 349-3774

**10. Termination.** The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to cure the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.

a. 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 MCSLBA of any such termination and the reasons therefore in writing.

**11. Insurance and Indemnity.** MCSLBA shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and MCSLBA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. MCSLBA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

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

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

**MCSLBA**

**BLOOMINGTON PARKS AND RECREATION**

By: \_\_\_\_\_  
Kyle McAninch, President

By: \_\_\_\_\_  
Paula McDevitt, Administrator

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

\_\_\_\_\_  
Beth Cate, Corporation Counsel  
City of Bloomington



## STAFF REPORT

Agenda Item: A-10  
Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Scott Pedersen, Youth Sports Coordinator  
**DATE:** March 22, 2022  
**SUBJECT:** APPROVAL OF PARTNERSHIP AGREEMENT WITH THE BLOOMINGTON FOOTBALL CLUB TO PROVIDE A SOCCER PROGRAM AT WINSLOW SPORTS COMPLEX

### Recommendation

Staff recommends approval of partnership agreement with the Bloomington Football Club. The estimated revenue for hourly field rental is \$12,000 hourly field rentals.

### Background

The Bloomington Football Club provides an affordable and effective youth soccer program, designed to introduce beginner participants to the sport as well as providing for skill advancement, for the Bloomington community by combining available resources from each party to the agreement. BFC provides soccer to 220 youth participants at Winslow Sports Complex. The program will begin in March, 4-5 days a week, and conclude in November.

**RESPECTFULLY SUBMITTED,**

A handwritten signature of Scott Pedersen in black ink, written over a light gray rectangular background.

Scott Pedersen,  
Youth Sports Coordinator



## **COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP**

This Agreement, made and entered into this \_\_\_\_ day of March, 2022, by and between the Bloomington Parks and Recreation Department ("Parks") and Bloomington Football Club ("BFC"), WITNESSETH:

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

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

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

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

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

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

1. **Purpose of Agreement.** This agreement outlines a program partnership which will provide an affordable and effective youth soccer program, designed to introduce beginner participants to the program as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.
2. **Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until November 1, 2022, unless terminated earlier as provided herein.
3. **Duties of Parks.** Parks agrees to:

- a. Allow BFC access to Winslow Field 5 on a first priority basis.
- b. Allow BFC access to Winslow Baseball Field 5 specified on the dates and at the times set forth at the beginning of the season at the partnership rates:  
  
Winslow Sports Complex:  
Practice/Games (excludes field lining) \$16.00 per hour  
Practice/Games with lights (excludes field lining) \$20.00 per hour
- c. Provide facility maintenance including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- d. Provide sport field lighting until 10pm curfew and parking lot lighting. Field 5 lighting is original 1977 equipment and will be provided 'as is' as long as operable, at the current pre-season lighting levels, with no additional capital investment. Field 6 will be maintained and annually repaired at reasonable times.
- e. Provide turf management including seeding, fertilizing, aerifying, weed control, and mowing.
- f. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- g. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that BFC is not comfortable with resuming play after an all clear is given from a Parks representative, BFC may decide to cancel play and that will be communicated on the hotline.
- h. Provide a storage room for BFC program supplies at Winslow Sports Complex.
- i. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters at the Winslow Sports Complex.
- j. Provide the services of the Youth Sports Coordinator as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- k. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.
- l. Allow play on coned off parking lot area if fields are unplayable.
- m. Provide initial lining of 2 soccer fields in the outfield of Winslow field 5.
- n. Allow BFC to hang sponsor banners on fencing of Winslow field 5.

- 4. Goals and Duties of BFC.** The goals of BFC are to offer a recreational youth soccer program for the community at large, introduce and publicize BFC to the public, and provide programming for children of BFC. BFC hereby agrees to:
- a. Maintain close contact with the Youth Sports Coordinator.
  - b. Purchase field line paint and line as needed.
  - c. Agree to have each head coach obtain Coaching Education program requirements. BFC also agrees to have all adults involved with the program submit to a local and state criminal history check.
  - d. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least two weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow, the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)
  - e. List the Parks and Recreation Department on all publicity and promotional materials developed by BFC as a “partner” or “in partnership with.” A copy of any promotional materials should be submitted to the Parks and Recreation Department’s Youth Sports Coordinator for approval prior to distribution to the public.
  - f. Refer any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues to Parks on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
  - g. Obtain legally binding liability waivers from all participants which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that BFC fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
  - h. Name the City of Bloomington as additional insured on its general liability policies and shall provide Parks with certificate of insurance prior to April 1, 2022.
  - i. Refrain from operating vehicles or other equipment on-site while participants are present.
  - j. Maintain/paint field lines (Winslow field 5) throughout usage.

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

9. **Notice and Agreement Representatives.**

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

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

Bloomington Parks and Recreation  
Scott Pedersen  
P.O. Box 848  
Bloomington, IN 47402  
(812) 349-3774

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

Jeremy Sweet  
BFC President  
(812)345-0278

Scott Pedersen  
Youth Sports Coordinator  
(812) 349-3774

10. **Termination.** The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to correct the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.

- a. 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 BFC of any such termination and the reasons therefore in writing.

- 11. Insurance and Indemnity.** BFC shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and BFC shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. BFC and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

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

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

**BFC**

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

**BLOOMINGTON PARKS AND RECREATION**

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

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

\_\_\_\_\_  
Beth Cate, Corporation Counsel  
City of Bloomington





## STAFF REPORT

Agenda Item: A-11  
Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** March 22, 2022  
**SUBJECT:** APPROVAL OF PARTNERSHIP AGREEMENT WITH INDIANA UNIVERSITY  
SCHOOL OF PUBLIC HEALTH – DEPARTMENT OF HEALTH & WELLNESS  
DESIGN

### **Recommendation**

Staff recommends approval of a partnership agreement with the Indiana University School of Public Health – Department of Health & Wellness Design

### **Background**

This partnership formalizes the relationship between the City of Bloomington Parks and Recreation Department and the Indiana University Department School of Public Health – Department of Health & Wellness Design. For decades, the Parks and Recreation Department has informally cooperated to provide a variety of services for the Department of Health & Wellness Design (formally the Department of Recreation Park and Tourism Studies) faculty, staff and students. In return, the Department of Health & Wellness Design, has provided opportunities for the Parks and Recreation Department's staff that has resulted in benefits to the community as a result of this mutually beneficial partnership. This partnership was first formalized in 2008. We are pleased to be continuing this long standing relationship through the attached partnership agreement.

**RESPECTFULLY SUBMITTED,**

Paula McDevitt, Administrator



## **COOPERATION SERVICES AGREEMENT PARTNERSHIP**

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

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Bloomington Parks & Recreation Department (“BPRD”), and the Trustees of Indiana University on behalf of its Department of Health & Wellness Design (“IUHEWD”).

WHEREAS, BPRD and IUHEWD desire to cooperate in the pursuit of opportunities that will be of benefit to both organizations; and

WHEREAS, IUHEWD is dedicated to reaching out into the Bloomington community through on-going outreach activities in an effort to serve the community; and

WHEREAS, BPRD has the ability to provide staff resources, employment opportunities and other services that benefit the IU community; and

WHEREAS, IUHEWDS’ purpose and goals coincide with BPRD’s purpose and goals for providing service to the community; 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 partners do mutually agree as follows:

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

The purpose of this Agreement is to outline a partnership which will serve as a basic understanding of the services each organization provides to the other.

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

The term of this Agreement shall begin April 1, 2022, and run through March 31, 2024. The partners may agree in writing to extend the term of the Agreement.

### **3.0 City of Bloomington Parks & Recreation Department Agrees to:**

- 3.1 Provide a list of professional staff as resources to serve as guest speakers in IUHEWD classes in October for the forthcoming spring semester and March for the forthcoming fall semester.
- 3.2 Provide a list of professional staff eligible to teach (Masters Degrees and/or professional experience) as adjunct instructors for IUHEWD. Provide the list in October for the forthcoming spring semester and March for the forthcoming fall semester.
- 3.3 Provide staff to serve on IUHEWD boards and committees when appropriate.
- 3.4 Provide access to professional staff for student interviews and class projects generated by IUHEWD faculty.
- 3.5 Provide internship opportunities for qualified IUHEWD students.
- 3.6 Provide seasonal job opportunities for qualified IUHEWD students.
- 3.7 Include IUHEWD faculty in BPRD comprehensive plan discussions.
- 3.8 Encourage future programming options that would further expand the goals of each partner.
- 3.9 Provide staffing, guidance, event and program opportunities for identified IUHEWD Service Learning classes.
- 3.10 The Director of the Department will serve on the IUHEWD Department National Advisory Committee through the spring of 2024.

### **4.0 The Indiana University Department of Health & Wellness Design Agrees to:**

- 4.1 Coordinate class projects and interviews with BPRD staff as much in advance as possible.
- 4.2 Provide BPRD with the highest qualified internship candidates possible.
- 4.3 Will consider collaboration opportunities with BPRD staff on faculty research efforts that would be of mutual value to both BPRD and IUHEWD.
- 4.4 Provide tuition reduction for two (2) participants for the IU Executive Development Program during the term of this Agreement.
- 4.5 Pursuant to existing policies provide adjunct lecture opportunities to BPRD staff members, where appropriate.

## **5.0 Terms Mutually Agreed to By All Partners:**

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPRD and IUHEWD.
- 5.2 The staff and personnel involved will at all times represent all partners to this Agreement in a professional manner and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.3 The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.
- 5.4 This Agreement and the services provided will be re-evaluated in March 2024.

## **6.0 Insurance:**

During the course of this Agreement, IUHEWD and BPRD shall maintain General Liability insurance in a minimum amount of \$1,000,000.00 for any personal injury or product liability claim and \$2,000,000.00 in the aggregate, and Auto Liability in the amount of \$1,000,000.00 combined single limit. Prior to the commencement of the term of this Agreement, each entity shall provide the other with a certificate of insurance evidencing this coverage and naming the other as an additional insured.

## **7.0 Termination:**

- 7.1 Termination by mutual agreement: The partners may terminate this Agreement 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 partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.

## **8.0 Notice:**

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

### **Bloomington Parks & Recreation IU Department of Health & Wellness Design**

Paula McDevitt  
Director  
PO Box 848  
Bloomington, IN 47402  
812-349-3711

Dr. David B. Allison  
Dean, School of Public Health  
SPH 111  
Bloomington, IN 47405  
812-855-1561

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

**Bloomington Parks & Recreation**

Paula McDevitt  
PO Box 848  
Bloomington, IN 47402  
812-349-3711

**IUHEWD**

Dr. Rich Holden  
SPH 129  
Bloomington, IN 47405  
812-856-1965

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

**CITY OF BLOOMINGTON**

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Kathleen Mills, President Board of Parks Commissioners

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Beth Cate, Corporation Counsel

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Paula McDevitt, Director, City of Bloomington, Department of Parks & Recreation

**TRUSTEES OF INDIANA UNIVERSITY  
SCHOOL OF PUBLIC HEALTH**

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Dr. Rich Holden, Chair IU Department of Health & Wellness Design

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Dr. David B. Allison, Dean School of Public Health

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Donald Lukes, Treasurer for the IU Board of Trustees



## STAFF REPORT

Agenda Item: A-12

Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Rebecca Higgins, Recreation Division Director  
**DATE:** March 22, 2022  
**SUBJECT:** SERVICE CONTRACT WITH KOORSEN FIRE AND SECURITY FOR THE  
BANNEKER COMMUNITY CENTER

### Recommendation

Staff recommends the approval of a mid-level service agreement with Koorsen Fire and Security for the maintenance, inspections, and monitoring of the fire and sprinkler systems at the Banneker Community Center. The amount of the contract will not exceed \$2500 and expenses will be paid out of 200-18-187500-231 and 200-18-187500-5363.

### Background

Banneker Community Center has contracted with Koorsen Fire and Security for several years as they perform annual inspections of fire extinguishers, fire alarms and the sprinkler system. Additionally, Koorsen oversees the security alarm system at Banneker and provides quarterly maintenance on those items as well.

**RESPECTFULLY SUBMITTED,**

Becky Higgins, Recreation Services Director

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
KOORSEN FIRE AND SECURITY  
FOR  
SERVICES FOR THE BANNEKER COMMUNITY CENTER**

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"),

**WITNESSETH:**

WHEREAS, the Department wishes to contract with Koorsen Fire and Security to provide services for the Banneker Community Center; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform fire extinguisher and sprinkler tests, monitor security system, and repair items associated with those services (the "Services" as further defined below); and

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Banneker Center Facility Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Banneker Center Facility Coordinator  
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	Koorsen Fire and Security
Attn: Banneker Facility Manager	John York
401 N. Morton, Suite 250	1131 Air Drive
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**

**NAME OF CONTRACTOR**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

\_\_\_\_\_  
John York

\_\_\_\_\_  
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:

**Maintaining functional operation of fire alarm, fire extinguishers, quick check of exit lights, sprinklers and monitoring system within the Banneker Community Center facility through annual tests.**

**Monitoring alarm system and security and coordinating communication of breaches within that system with Banneker staff.**

#### **Pricing Structure:**

**Fire Extinguishers: \$222.95**

**Exit Lights: \$5.90 x 13 lights = \$76.70**

**Fire Alarm Inspection: \$490**

**Sprinkler System Inspection: \$149**

**Quarterly Monitoring Fee: \$81.96 x 3 = \$245.88**

## **EXHIBIT B**

### **“Project Schedule”**

**Quarterly monitoring fee for alarm system.**

**Yearly inspections for 9 fire extinguishers and a quick check of 13 exit lights to take place in March.**

**Yearly inspection of Fire Alarm and Sprinkler system to take place in August.**

**Service calls and repairs on an as needed basis.**

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.

**Koorsen Fire and Security**

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: A-13

Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull, Division Director Sports  
**DATE:** March 3, 2022  
**SUBJECT:** PARTNERSHIP AGREEMENT WITH MC TENNIS LLC

### **Recommendation**

Staff recommends approval of this agreement with MC Tennis LLC. We estimate a payment of \$10,000 to MC Tennis for their services retaining 20% for non-reverting (Tennis) 201-18-187002.

### **Background**

The department has offered tennis lessons for decades as a direct service where we hired the instructors and performed all services related to these lessons. The interest and quality began to suffer over the years. This led us to search for a partner that would have a great vested interest in boosting the program and benefit them and us in the process.

MC Tennis is operated by Matt Cory who coaches tennis at Bloomington South High School. Matt has a great passion for tennis and for building the base of players and interest in the community. MC Tennis also has access to young tennis players that can teach the game to beginning and intermediate players of all ages. The first year of this partnership was 2021 and it far exceeded our expectations in terms of quality and participation.

**RESPECTFULLY SUBMITTED,**

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

Division Director Sports

Form Revised 1.22



## **COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP**

This Agreement is made and entered into this \_\_\_\_ day of March, 2022, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and MC Tennis.

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

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

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

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

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

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

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

This Agreement is in effect from the date of signing until April 1, 2023, unless terminated earlier as provided under Article 7.0. 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 MC Tennis of any such termination and the reasons therefore in writing.

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

- 3.1 The goal of BPRD is to provide an opportunity to the Bloomington community to participate in a tennis instruction program, not otherwise available, designed to introduce beginner participants to the sport as well as to provide for skill advancement.
- 3.2 For group lessons the month of April, May, June, and July; BPRD agrees to:
  1. Develop and distribute promotional materials: tennis instruction brochures, news releases, program information in both the Parks and Recreation seasonal program guide & the monthly newsletter sent to schools.

2. Communicate with the public and participants regarding concerns or questions about the program.
3. Implement participant registration, collect money and registration forms, email registration confirmation and program information.
4. Provide rosters of all participants to MC Tennis prior to the start of each session.
5. Provide MC Tennis with reports of fees collected prior to the start of each session.
6. Perform the following payment transactions:
  - a) Collect registration fees for youth and adults per participant for tennis instruction; group only. Group defined as 3 or more per instructor.
  - b) Retain 20% for each participant registered;
  - c) Pay MC Tennis 80% share of fees collected upon receipt by BPRD of and MC Tennis invoice, following the completion of each group of tennis instruction sessions offered.
7. Provide weather hotline.
8. Site visit at least once per session to evaluate service delivery, match participant numbers with session roster, evaluate partnership.
9. Provide court space for weekend competitions free of charge.

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

- 4.1 The goals of MC Tennis are to offer a tennis instruction program to adults and youth, introduce the sport to the public and increase participation.
- 4.2 For group lessons the month of April, May, June, and July; MC Tennis agrees to:
  1. Provide and maintain the following equipment: ball hoppers, tennis balls, first aid equipment.
  2. Hire and train tennis lesson instructors for group lessons who are at least 15 years of age. One instructor shall have a general tennis instruction certification. One instructor shall be certified in CPR/First Aid and AED and be in attendance at all times.
  3. Provide invoices to BPRD as detailed in section 3.2.6 (e).
  4. Require participants to register through Parks and Recreation program for group lessons and audit each group lesson registration.
  5. Provide the overall program structure including all planning, organizing, and implementing of the instructional program.
  6. Retain 100% of the following program revenue:
    - A. Private lessons. Private defined as a maximum of two participants.
    - B. Competitions

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

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between MC Tennis and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3 MC Tennis shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington as an additional insured, and MC Tennis shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5 MC Tennis is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. MC Tennis shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques and equipment.
- 5.6 The location of the program shall be provided by MC Tennis at their facilities at 1965 S. Walnut St., Bloomington, IN; or Winslow Sports Park.
- 5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property if lessons are at Winslow Sports Park or Sherwood Oaks Park.
- 5.8 If lessons are at Winslow Sports Park; Pursuant to Indiana code Sections 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), MC Tennis may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If MC Tennis implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.
- 5.9 The parties will evaluate this Agreement and the services provided during the month of January, 2023.
- 5.10 MC Tennis shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of MC Tennis activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against MC Tennis, its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

**6.0 Notice:**

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

**MC Tennis**

Matt Corry  
7135 South Lodge Road  
Bloomington, IN 47403  
(812) 606-2844

**BPRD**

John Turnbull  
401 N. Morton  
Bloomington, IN 47404  
(812) 349-3712

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

**MC Tennis**

Matt Corry  
7135 South Lodge Road  
Bloomington, IN 47401  
(812) 606-2844

**BPRD**

John Turnbull  
401 N. Morton  
Bloomington, IN 47404  
(812) 349-3712

**7.0 Termination**

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

**8.0 E-Verify:**

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

Signed and Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2022.

**MC Tennis:**

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

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Cate, Corporate Counsel

\_\_\_\_\_  
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: \_\_\_\_\_



## STAFF REPORT

Agenda Item: A-14  
Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Rebecca Swift, Natural Resources Coordinator  
**DATE:** March 22, 2022  
**SUBJECT:** SERVICE AGREEMENT WITH AQUATIC CONTROL FOR  
GRIFFY LAKE AQUATIC VEGETATION SURVEYS

### Recommendation

Staff recommends approval of this service agreement with Aquatic Control Inc. for two vegetation surveys in Griffy Lake as well as comparative analysis of the survey data and GIS mapping. The total cost for these services will not exceed \$3,000. Project will be paid for from GF 200-18-184000-53990-Other Services.

### Background

The City of Bloomington would like to hire Aquatic Control Inc. to conduct two vegetation surveys in Griffy Lake as well as perform comparative analysis of the survey data to update the management plan. In the past, Aquatic Control was hired to manage invasive plants and update the aquatic vegetation management plan for Griffy Lake. After several years of active management, the 2021 survey samples showed a drastic decline in the population of invasive Eurasian watermilfoil. Staff recommends continuing to monitor the aquatic vegetation in the lake to ensure management plans and plant population maps remain accurate.

**RESPECTFULLY SUBMITTED,**

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

Rebecca Swift, Natural Resources Coordinator

**AGREEMENT BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
AQUATIC CONTROL, INC.,  
FOR  
GRIFFY LAKE AQUATIC VEGETATION SURVEYS**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Aquatic Control Inc. (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to conduct two separate point surveys of the aquatic vegetation community within Griffy Lake.; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform vegetation surveys designed to collect information needed to inventory, manage, and assess changes in aquatic vegetation within the lake (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<sup>st</sup> 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 Rebecca Swift, Natural Resources Coordinator, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**



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

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

The Department shall pay Contractor for all fees and expenses in an amount not to exceed three thousand dollars (\$3,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Rebecca Swift  
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	Aquatic Control, Inc.
Attn: Rebecca Swift	Leif Willey
401 N. Morton, Suite 250	418 W. State Road 258
Bloomington, Indiana 47402	Seymour, Indiana 47274

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****AQUATIC CONTROL, INC.**

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Beth Cate, Corporation Counsel

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Leif Willey, Lake & Special Project Supervisor

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Paula McDevitt, Director  
Parks and Recreation Department

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Kathleen Mills, President,  
Board of Park Commissioners

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

- Professional Consulting Service
  - Two Vegetation Surveys (April/August)
  - Data Analysis and GIS Mapping

## **EXHIBIT B**

### **“Project Schedule”**

- First survey will be scheduled for late April to mid-May 2022
- Second survey will be scheduled for late August to mid-September 2022
- Comparative data will be supplied following each survey.
- Client will be invoiced following the second survey.

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.

**Aquatic Control, 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 \_\_\_\_\_, 2022.

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

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



## STAFF REPORT

Agenda Item: A-15  
Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Rebecca Swift, Natural Resources Coordinator  
**DATE:** March 22, 2022  
**SUBJECT:** SERVICE AGREEMENT AND PROGRAM PARTNERSHIP FOR BUG  
FEST 2022

### Recommendation

Staff recommends approval of this service agreement and program partnership. There will be no exchange of funds.

### Background

For ten years, the Bloomington Parks and Recreation Department has partnered with the Monroe County Parks and Recreation Department ("MCPRD"), the WonderLab Science Museum ("WSM"), Purdue Extension-Monroe County ("PEMC"), and Hilltop Gardens at Indiana University ("IUHG") to coordinate a Bug Fest event for the Bloomington community. The purpose of this event is to provide a fun way for members of the community to learn about insects and their relatives as well as their importance to our environment by combining available resources from field experts and community sponsors.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Rebecca Swift". The signature is written in a cursive, flowing style.

Rebecca Swift, Natural Resources Coordinator



**COOPERATION SERVICE AGREEMENT  
PROGRAM PARTNERSHIP  
FOR  
BUG FEST 2022**

**Partners:**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Bloomington Parks and Recreation Department (“BPRD”), the Monroe County Parks and Recreation Department (“MCPRD”), the WonderLab Science Museum (“WSM”), Purdue Extension-Monroe County (“PEMC”), and the Trustees of Indiana University, on behalf of Hilltop Gardens at Indiana University (“IUHG”).

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

**WHEREAS**, the BPRD, MCPRD, WSM, PEMC and IUHG desire to cooperate in the provision of a community event called Bug Fest for the general public; and,

**WHEREAS**, the BPRD, MCPRD, WSM, PEMC and IUHG are qualified to perform such services; and,

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

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

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

**1. Purpose of Agreement:**

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

**2. Duration of Agreement:**

This Agreement commences on January 1st and expires on December 31st, 2022 unless terminated earlier as provided under Article 11 of this Agreement.

### **3. Bloomington Parks and Recreation Department:**

The goals of BPRD are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug-themed event called Bug Fest. The event, to be held at Hilltop Gardens (“IUHG”) on Saturday October 1st, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

BPRD agrees to:

- 3.1. Maintain close contact with Kaylie Scherer, event chair, and bring any related issues to her attention.
- 3.2. Assist with the creation of promotional and sponsorship materials to include banners, sandwich boards, and posters.
- 3.3. Assist with the distribution of promotional materials prior and during the event.
- 3.4. Provide six pop-up tents, folding chairs, and tables for the event.
- 3.5. Provide program publicity by publishing an event announcement on the BPRD’s social media outlets and program guides.
- 3.6. Distribute Bug Fest flyers and make mention of the event during other major family-friendly BPRD events prior to the event.
- 3.7. Assist with bug-themed program activities and tabling displays.
- 3.8. Provide game prizes, craft supplies and passports for bug themed activities.
- 3.9. Provide basic first-aid, AED and sunscreen for the event.
- 3.10. Coordinate drop-off and pick-up of Hoosier Hills Food Bank donation bins.
- 3.11. Provide staff to assist with set-up and tear-down of the event.
- 3.12. Recruit and coordinate volunteers, assist with placement and training of volunteers on the day of the event, cross-check volunteer names with sex-offender registry, provide event policy documents to volunteers prior to the day of the event.
- 3.13. Create and print name tags for volunteers.

### **4. Monroe County Parks & Recreation Department:**

The goals of MCPRD are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug-themed

event called Bug Fest. The event, to be held at Hilltop Gardens (“IUHG”) on Saturday October 1<sup>st</sup>, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

MCPRD agrees to:

- 4.1. Maintain close contact with Kaylie Scherer, event chair, and bring any related issues to her attention.
- 4.2. Assist with the distribution of promotional materials to include flyers, posters, and signs.
- 4.3. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- 4.4. Recruit and secure event sponsors by September 6<sup>th</sup>, 2022, coordinate sponsor recognition, and manage event budget.
- 4.5. Identify and coordinate tent rental needs and payment.
- 4.6. Provide BPRD with final printed-material requests by September 6<sup>th</sup>, 2022.
- 4.7. Promote Bug Fest at other major family-friendly MCPRD events prior to the event.
- 4.8. Share all marketing/promotional material with program partners prior to advertising.
- 4.9. Assist with set-up and tear-down of the event.
- 4.10. Provide craft activities and supplies.
- 4.11. Coordinate family friendly bug-themed activities and entertainment for the event.
- 4.12. Provide bug game supplies and associated prizes.
- 4.13. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers needed.
- 4.14. Provide four pop-up tents, large event tent(s) including set-up, ‘did you know’ educational signs, face-cut out bugs, banners.
- 4.15. Manage event t-shirt inventory, storage, and sales.

## **5. The WonderLab Science Museum:**

The goals of WSM are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug- themed event called Bug Fest. The event, to be held at Hilltop Gardens (“IUHG”) on Saturday October

1<sup>st</sup>, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

WSM agrees to:

- 5.1. Maintain close contact with Kaylie Scherer, event chair, and bring any related issues to her attention.
- 5.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 5.3. Provide program publicity by publishing an event announcement on the WSM's social media outlets.
- 5.4. Assist with bug-themed program activities, tabling displays, and entertainment.
- 5.5. Provide WSM staff to manage table displays and lead activities.
- 5.6. Provide pop-up tents for WonderLab activity station(s).
- 5.7. Coordinate edible insect activity.
- 5.8. Provide staff to assist with set-up and tear-down of the event.
- 5.9. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers needed.

## **6. Purdue Extension-Monroe County:**

The goals of PEMC are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug- themed event called Bug Fest. The event, to be held at Hilltop Gardens ("IUHG") on Saturday October 1<sup>st</sup>, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

PEMC agrees to:

- 6.1. Maintain close contact with Kaylie Scherer, event chair, and bring any related issues to her attention.
- 6.2. Create, print, and assist with the distribution of promotional materials including event brochure and event map.
- 6.3. Print event map and brochure.
- 6.4. Promote Bug Fest at other major family-friendly PEMC events prior to the event.
- 6.5. Assist with bug-themed program activities, tabling displays and entertainment.

- 6.6. Provide staff to assist with set-up and tear-down of the event.
- 6.7. Assist with coordinating facilitators for the event.
- 6.8. Coordinate Sheriff's Reserves to handle event parking, coordinate payment with MCPR
- 6.9. Provide portable Public Announcement system and extension cords
- 6.10. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers needed.

## **7. Hilltop Gardens at Indiana University:**

The goals of IUHG are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug- themed event called Bug Fest. The event, to be held at Hilltop Gardens ("IUHG") on Saturday October 1<sup>st</sup>, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

IUHG agrees to:

- 7.1. Maintain close contact with Kaylie Scherer, event chair, and bring any related issues to her attention.
- 7.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 7.3. Coordinate layout and logistics with partners for the event.
- 7.4. Promote Bug Fest at other major family-friendly IUHG events prior to the event.
- 7.5. Provide event space and create an event map.
- 7.6. Direct Sheriff's Reserves with day-of parking direction, acquire orange cones and barricades from IU Landscape Services.
- 7.7. Assist with bug-themed program activities, tabling displays and entertainment.
- 7.8. Coordinate food vendors.
- 7.9. Coordinate musical entertainment.
- 7.10. Coordinate payment with MCPR for port-a-potty and handwashing station rental.
- 7.11. Provide staff to assist with set-up and tear-down of event.
- 7.12. Assist with coordinating facilitators for the event.

- 7.13. Maintain a web page for the event within IUHG website with the assistance and approval of event partners.
- 7.14. Create and share event notifications on social media sites and share with partners.
- 7.15. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers needed.
- 7.16. Create event map and brochure to outline program participants and schedule of events.
- 7.17. Have attendees sign an assumption of risk and release of liability waiver.

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

The intent of this Agreement is to document a mutually beneficial partnership between BPRD, MCPRD, WSM, PEMC, and IUHG for Bug Fest.

BPRD, MCPRD, WSM, PEMC and IUHG agree to:

- 8.1. Share all marketing/promotional material between all partners involved. Marketing/promotional materials shall be produced in accordance with applicable IU licensing and trademark policies and guidelines.
- 8.2. Coordinate safety management and regulate visitor flow at event.
- 8.3. Coordinate acknowledgement and thank you for sponsors.
- 8.4. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 8.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.
- 8.6. Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD, MCPRD, WSM, PEO, and IUHG shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. None of the Partners to this Agreement are required to continue this verification if the E-Verify program no longer exists. All Partners shall sign an affidavit affirming that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.
- 8.7. All partners agree that the following policies will apply to all activities undertaken at Hilltop pursuant to this Agreement:
  - a. Indiana University Bloomington campus firearm policy, which prohibits introducing, possessing, using, buying, or selling unauthorized weapons in university facilities



and at university activities regardless of whether the owner has a valid state permit to carry the firearm.

- b. Indiana University Bloomington campus prohibitions of smoking and the consumption of alcoholic beverages shall apply to all participants in and visitors to Bug Fest.
  - c. Indiana University Bloomington campus tobacco policy, which prohibits the use or sale of tobacco on university-owned, -operated, and -leased property as well as in university-owned, -operated, and -leased vehicles.
  - d. Indiana University Bloomington campus substance-free policy, which prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol on university property or while conducting university business off university property.
  - e. BPRD, MCPRD, WSM, PEO, and IUHG acknowledge that the University has adopted a policy entitled Programs Involving Children, a copy of which is attached (“PIC Policy”). Additional resources and information concerning the Policy, may be found at: <http://policies.iu.edu/policies/categories/administration-operations/public-safety-institutional-assurance/PS-01.shtml>. BPRD, MCPRD, WSM, PEO, and IUHG agree to comply with the PIC policy.
  - f. Compliance with the PIC Policy requires that the Bug Fest partners shall submit the names of the volunteers they help recruit to BPRD in order to have their names checked against the sex offender registry. Each partner shall work together to gather the names of individuals associated with any outside vendors coming to the event to ensure their names are also checked against the sex offender registry. The partners shall also ensure no individuals for the outside vendors are ever alone with children during the event.
- 8.8. Make sure that the Bug Fest event adheres to each partners’ individual COVID-19 guidelines for events in addition to local/state guidelines.
- 8.9. Indiana University hereby grants each partner a limited, temporary and non-exclusive license to access and use IUHG owned by Indiana University on the dates and times described in the sections above.
- 8.10. Each partner including its administrators, staff, volunteers, and affiliates, agrees to use the facilities above solely for the use and purposes contemplated in this Agreement, and shall not injure, or in any manner deface or damage the facility or any equipment contained therein and shall not cause or permit anything to be done whereby the facility is defaced or damaged.
- 8.11. If the premises, furnishings, or any portion of the building during the term of this Agreement shall be damaged by the acts, default or negligence of a partners or of a partners’ agents, employees, admitted upon the premises by the partner, the partner will pay to Indiana University upon demand such sum as shall be necessary to restore said premises to their present condition.

## 9. Insurance:

The Monroe County Parks and Recreation Department, the City of Bloomington Parks & Recreation Department, the WonderLab Science Museum, Indiana University, and Purdue Extension-Monroe County shall furnish each other with a certificate of insurance upon execution of this partnership Agreement. Each party will maintain comprehensive general liability insurance.

## 10. Notice and Agreement Representatives:

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

**City of Bloomington Parks & Recreation**

Paula McDevitt, Director  
P.O. Box 848  
Bloomington, IN 47402  
(812) 349-3711

**Monroe County Parks & Recreation**

Kelli Witmer, Director  
501 N. Morton St., Suite 100  
Bloomington, IN 47404  
(812) 349-2802

**Hilltop Gardens at Indiana University**

Mia Williams, Landscape Architect  
Service Building, 1800 N. Range Rd.  
Bloomington, IN 47408  
(812) 855-1266

**Purdue Extension-Monroe County**

Amy Thompson, Director  
3400 South Walnut Street  
Bloomington, IN 47401  
(812) 349-2575

**WonderLab Science Museum**

Karen Jepson-Innes, Director  
308 West 4<sup>th</sup> St.  
Bloomington, IN 47404  
(812) 337-1337

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

**Bloomington Parks and Recreation**

Rebecca Swift  
(812) 349-3759  
rebecca.swift@bloomington.in.gov

**Monroe County Parks and Recreation**

John Robertson  
(812) 349-2804  
jprobertson@co.monroe.in.us

**Hilltop Gardens at Indiana University**

Kaylie Scherer  
(812) 855-8808  
hilltop@indiana.edu

**Purdue Extension-Monroe County**

Amy Thompson  
812-349-2575  
afthompson@purdue.edu

**WonderLab Science Museum**

Sam Couch  
(812) 337-1337 ex. 30  
animalexhibits@wonderlab.org

## **11. Termination:**

- 11.1. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31st, 2022, by mutual written agreement only.
- 11.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.
- 11.3. 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, BPRD may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. BPRD shall notify MCPRD, WSM, PEMC and IUHG of any such termination and the reasons therefore in writing.

## **Indemnity:**

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

Provided, however, that IUHG's obligations hereunder shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of IUHG as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the IUHG is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant in Indiana and all appropriate defenses had been raised by IUHG.

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

**MONROE COUNTY  
PARKS & RECREATION**

---

Kelli Witmer, Director MCPRD

**THE TRUSTEES OF  
INDIANA UNIVERSITY**

---

Donald S. Lukes, Treasurer

---

Mia Williams, University Landscape Architect

**CITY OF BLOOMINGTON  
PARKS & RECREATION**

---

Paula McDevitt, Director  
Bloomington Parks & Recreation

**PURDUE EXTENSION-  
MONROE COUNTY**

---

Administrator

---

Kathleen Mills, President  
Board of Park Commissioners

**WONDERLAB SCIENCE MUSEUM**

---

Karen Jepson-Innes, Director

---

Beth Cate, Corporation Counsel

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

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

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

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

## **EXHIBIT C**

### **Programs Involving Children**

PS-01

#### **About This Policy:**

Effective Date:

04-30-2012

Date of Last Review/Update:

08-04-2017

Responsible University Office:

Public Safety and Institutional Assurance

Responsible University Administrator:

Executive Vice President for University Academic Affairs

Policy Contact:

IU Office of Public Safety

iupic@iu.edu

Policy Feedback:

If you have comments or questions about this policy, let us know with the [policy feedback form](#).

[Print or view a PDF of this policy](#)

Many policies are quite lengthy. Please check the page count before deciding whether to print.

#### **Scope:**

This policy applies to:

- All university employees, including faculty, academic appointees, student academic appointees, staff and temporary employees;
- Students;
- Volunteers at Indiana University;
- All university units; and
- External organizations using Indiana University facilities for programs that include children.

#### **Policy Statement:**

1. Notification: [The following provision applies to all faculty and academic staff, staff, students and volunteers]
  1. Indiana state law requires any person who has reason to believe that a child is a victim of child abuse or neglect has an affirmative duty to make an oral report to the

Department of Child Services (DCS) 1-800-800-5556 and/or to the Indiana University Police Department or local law enforcement. Failure to report may result in criminal charges.

2. In addition to notifying DCS and/or local law enforcement, state law and the university also require that faculty, staff, students, volunteers, and other university personnel report any suspected abuse or neglect of minors on Indiana University property or as part of an Indiana University program, to the IU Superintendent of Public Safety.
  3. Indiana University law enforcement and the Superintendent of Public Safety have the obligation to report any suspected abuse or neglect to DCS, which will conduct an investigation.
  4. All current university employees, students, and volunteers working with children are required to notify the university promptly of any criminal convictions, felony charges or substantiated reports of child abuse or neglect.
2. Background checks: [The following provision applies to all programs serving children and positions working with children (“PIC Position” as defined below)]
1. Programs must ensure that all university employees, students, volunteers, or other individuals who will work with children have been subject to a criminal background check, which includes a sex offender registry check, within the last five years. The background check and sex offender registry checks must be repeated at least every five years thereafter. Individual programs or units may require more frequent updates.  
A program will not allow the participation in the program of any university employee, student, volunteer or other individual whose criminal background check and/or sex offender registry check includes sexually based crimes or crimes against children.  
Substantiated reports of child abuse or neglect, or a record of other offenses, will be considered on a case by case basis by the program, in consultation with the appropriate offices (human resources, academic affairs, student affairs), and the Office of Public Safety and the Office of the VP and General Counsel as needed, to determine if the individual’s record should preclude participation.
  2. When an employee who did not previously work with children moves into a PIC position, a background check must be completed if the prior check was more than one year ago.
  3. Programs or individuals for whom complete background checks are infeasible (for example, host families in foreign countries) must perform checks to the fullest extent feasible and adopt other measures to prevent child abuse and facilitate the reporting of abuse.
  4. Large, Occasional Events: Programs that are occasional events for which a large number of volunteers are essential, may request to adopt measures and safeguards other than background checks for the one-time volunteers (for example: Science Olympiad, children’s reading/activity days, swim meets, etc.). Programs wishing to adopt alternative measures must make their request and obtain the approval of the Office of Public Safety through their online program registration. The measures adopted must at a minimum include:
    1. volunteers must be supervised by a background-checked person;



2. volunteers must work in public places and must not be alone with children;
  3. programs must compile the names and addresses of the volunteers prior to the event and check each volunteer's name against the sex offender registry and;
  4. volunteers must present photo identification to be checked at the event.
3. Program Registration Information:
- At least 14 days prior to the start of a program, the responsible university unit must register the program information with the Office of Public Safety by filling out the online form located on [One.IU](#). For programs at IU run by external organizations, the IU unit responsible for the facility, and/or coordinating with the external organization, must ensure that the program information is submitted online.
- Departments that have daily involvement with children as part of their primary mission, such as pediatric medical departments or child care facilities, do not have to register their everyday activities as programs, however they must still follow the other policy requirements regarding reporting, background checks, and program specific guidelines, as well as any externally imposed requirements, such as applicable laws, government regulations, licensure, or accreditation.

4. Program-Specific Guidelines:

Programs that include or serve children shall have in place, enforce, and make available rules and procedures that address the following areas, if they are applicable to the program:

- Transportation – including the transportation of children at the beginning and end of the program, to and from the program, and within the program, whether by parents, guardians, staff or others. University programs must also comply with IU policies regarding drivers and vehicles;
- Plans for weather emergencies, if the program is not inside a university facility where such plans are in place;
- Appropriate levels of access to and supervision of children;
- Appropriate physical contact and communication with children by personnel based on the age of children and the nature of the program activities;
- Appropriate forms including permission forms, medical contact information and liability waivers. Forms should be safeguarded and readily available;
- First aid and medical treatment as well as dispensing of medication. Program personnel must have appropriate training.

Programs including overnight stays or use of university residences by children shall have the following additional rules and procedures in place:

- Identification to be worn by staff members, and participants if appropriate;
- Curfews;
- Code of conduct for participants;
- Substance-free housing and facilities;
- Residential supervision.

Programs must comply with any applicable laws, regulations, and policies, including Title IX, ADA, FERPA, and Clery Act. For questions regarding compliance, please contact the Office of Public Safety.

5. Programs by External Organizations Not Organized by the University:

1. Contractual agreements concerning personnel or facilities related to programs including children must include compliance with this policy as a term of the contract. External organizations using university facilities should note that compliance with this policy includes notifying IU immediately in the event of any suspected child abuse or neglect, or other reports of crimes. When appropriate, such contracts shall also include an indemnification provision in which Indiana University is held harmless for the acts or omissions of other program participants or third party employees or agents.
2. When IU students are participating in an external program or organization that involves children as a service learning activity or as part of an IU club or unit, the IU unit shall ascertain whether the external entity has its own policy on background checks, and if so, follow that policy. If there is no policy in place at the external entity, the parties shall work cooperatively to decide if the IU policy should apply to the particular event. For questions about the university's role with a particular external organization or program, please contact the Office of Public Safety.
3. External groups using IU facilities must complete required background checks for anyone working with children that at least include: a minimum of 7 years of name and address history from a Social Security Number trace; county criminal history; a national criminal database; and checks of the Indiana state and national sex offender registries.

6. Research Involving Children:

Research programs involving children that are approved through the Indiana University Institutional Review Board (IRB) process do not need to register on the online form located on One.IU. However, research involving children must still follow the other policy requirements regarding reporting, background checks, and program specific guidelines.

7. Departmental/Unit Responsibility:

1. Academic and administrative supervisors (vice presidents, campus administrators, deans, directors, etc.) are responsible for ensuring that programs are in compliance with this policy.
2. To facilitate compliance, units may select an employee to serve as a PIC liaison. The unit supervisor, or the selected PIC liaison, will receive training on PIC compliance, coordinate with the Office of Public Safety on policy requirements and work with administrative offices to ensure that university employees, students and volunteers working with children have received a background check within the last five years. Each unit should maintain a list of PIC programs in the unit that include children, and/or any university facilities for which they have responsibility and are used by programs involving children.

8. Other Requirements:

This policy supplements and does not supersede any other legal requirements, for example, child care or teacher licensure.

**Reason for Policy:**

Indiana University, as part of its educational mission, has many university programs that include children. The university also allows external organizations to use university facilities for programs including children. This policy has three principles:

1. The protection and safety of children in these programs should be the highest priority of the university and of organizations administering these programs.
2. The university and members of the university community must comply with federal and state law requirements regarding reporting of abuse and neglect of children.
3. The policy must be flexible to accommodate the wide variety of programs involving children.

**Procedures:**

Reporting suspected abuse or neglect:

In an emergency or if you see a crime in progress, always call 911 immediately.

Anyone who has reason to believe that a child is a victim of abuse or neglect must report it immediately to the Department of Child Services (DCS) or local law enforcement (Indiana Code § 31-33-5). To comply with the state law, oral reports may be made to either:

- The anonymous Indiana Child Abuse and Neglect Hotline. Dial 1-800-800-5556.
- The IU Police Department on any campus, or the local community police. Dial 911, or dial the local IUPD campus number or local community police department number.

Internal procedures following report of abuse or neglect:

State law requires that suspected cases of abuse or neglect on Indiana University property or as part of an Indiana University program must also be reported to a designated agent at the institution (IC 31-33-5). The designated agent at Indiana University is the Superintendent of Public Safety.

When the Superintendent of Public Safety receives a report and conveys that report to DCS the following people should be also notified of the report and involved, when appropriate, in the internal evaluation:

- Campus police department;
- Campus provost or chancellor;
- Office of the VP and General Counsel;
- If staff or hourly employees involved – University Human Resource Services;
- If students involved – Dean of Students or the campus VCAA, as well as the head of the student's department or school;

- If academic – Vice provost or vice chancellor of academic affairs (VCAA) and dean;
- Parents or guardians of child, unless under the circumstances they are the alleged abuser.

If the situation warrants, the alleged abuser may be immediately suspended pursuant to the applicable procedures, pending an investigation.

The university shall cooperate with any external investigation conducted by the Department of Child Services (DCS) or law enforcement. The Superintendent of Public Safety will assist responsible university offices with any investigation, including the Office of the VP and General Counsel, UHRS (if staff or temporary employee), Dean of Students and/or VCAA (if student), and VCAA (if academic appointee), to determine if sanctions are warranted, up to and including dismissal. Legal prohibitions regarding physical presence on campus/trespassing may also be pursued. University and campus administrators shall follow the appropriate procedures in determining and issuing any sanction (university policies, campus based academic policies, UHRS employee policies, Code of Student Rights, Responsibilities & Conduct). If alleged abuser is one of the university officials identified herein, the Superintendent of Public Safety shall report and consult with their superior, or in any instance, the Provost/ Chancellor, or the President, or the Board of Trustees if necessary.

If the alleged abuser is not a member of the Indiana University community, but is present at IU through a third party vendor or other external entity authorized to be on campus, that external entity will also be notified that the alleged abuser will no longer be permitted on campus/facilities owned by IU.

When current university employees, students, and volunteers who work with children are required to promptly notify the university of any criminal convictions, felony charges or substantiated reports of child abuse or neglect, they should do so by notifying a designated official at the campus human resources, campus academic affairs, campus student affairs, or through the Office of Public Safety. For any questions about reporting suspected abuse or neglect as well as IU procedures, contact the Superintendent of Public Safety whose contact information is included below.

IU has partnered with Riley Hospital for Children at IU Health to provide training resources to help prevent sexual abuse and assist in recognizing the signs of child abuse and understanding your reporting obligations.

### **Background checks:**

Indiana University programs must use the university-designated vendor to complete background checks for anyone in an employee relationship- staff, faculty, academic, or temporary (formerly known as hourly). IU programs that require background checks for students (that are not also employees) or volunteers may pay for the background checks using the university-designated vendor or require those students or volunteers to pay for their own check via university designated vendor's self-pay portal. More information about the background checks procedures is available. <https://protect.iu.edu/police-safety/policies/programs-children/background-checks.html>

### **Submitting program information:**

Programs including children must complete an online information form at least 14 days prior to the start of the program. The form can be found on One.IU. A link to the form can also be found on [protect.iu.edu](https://protect.iu.edu).

Recurring programs must submit a new form at least once each year.

Program information is submitted for registration purposes only, no approval will be received by the registering unit, except for requests for large, occasional event exemption. Information on the programs may be used for audit purposes or by the school, campus or unit responsible for the program. Contact the IU Office of Public Safety for more information.

In addition to the other policy requirements, it is important for programs to thoroughly think through their program activities and ensure they are providing a safe environment for children and others with appropriate rules and procedures. Further guidance and examples in formulating rules and procedures for your program are available at: <https://protect.iu.edu/police-safety/policies/programs-children/index.html>

**Definitions:**

Child/Minor – A child or minor for the purposes of these provisions shall be any person under the age of eighteen (18).

PIC Programs – The term “program” includes ongoing or planned events that are designed to include children such as camps, fairs, lessons, workshops, clubs, teams, projects, practices, tours, or open-houses, research activities, recruiting activities, clinical settings, service learning.

The term “programs” does not include: 1) Single performances or events open to the general public that are not targeted toward children (such as varsity athletic competitions, plays, concerts). 2) Regularly scheduled classes or activities designed primarily for enrolled students who are age 17 and above.

NOTE: This definition may not capture certain circumstances in which minors are present on campus, and further consideration will be given as to whether they fall within the scope of the policy.

NOTE: This definition does not include the placement of students, for academic credit and/or clinical or student teaching requirements, with external entities. Rather, when schools and/or departments place students at external entities for such purposes, students must be informed of their obligation to comply with the external entity’s own policies and procedures, including those regarding background checks and working with minors.

PIC Positions – Positions that involve working with children. Human resources or individual units may consider additional job related aspects when designating a position as a PIC position such as, building/office location, access to private information regarding children, and access to other vulnerable populations.

Indiana University Property – Buildings, grounds, and land that are owned by Indiana University or controlled by Indiana University via leases or other formal contractual arrangements to house ongoing IU operations.

**Sanctions:**

Programs in violation of this policy may be denied permission to continue operation at Indiana University.

Any violations of university policies by an individual will be dealt with in accordance with applicable university policies and procedures, which may include disciplinary actions up to and including termination from the university. Legal prohibitions regarding physical presence on campus/trespassing may also be pursued. Suspected violations of law will be referred to law enforcement and may result in criminal penalties.

**Additional Contacts:**

<i>Subject</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
Superintendent of Public Safety	Benjamin Hunter	812-855-4296	<a href="mailto:bdhunter@iu.edu">bdhunter@iu.edu</a>
IU Office of Public Safety	Yvonna Daily		<a href="mailto:ydaily@iu.edu">ydaily@iu.edu</a>
IU Office of Public Safety	Rick Erny	317-274-4230	<a href="mailto:rcerny@iu.edu">rcerny@iu.edu</a>
Insurance, Loss Control & Claims	Larry Stephens, Director	812-855-9758	<a href="mailto:stephenl@iu.edu">stephenl@iu.edu</a>
Envir. Health & Safety	Beauregard Middaugh, Director	317-274-2832	<a href="mailto:bmmiddau@iu.edu">bmmiddau@iu.edu</a>
Emer. Management	Carlos Garcia, Interim Director	317-274-1802	<a href="mailto:garciaaca@iu.edu">garciaaca@iu.edu</a>
IU HR	Scott Shimoda, HR Policy Consultant	812-855-2015	<a href="mailto:sshimoda@iu.edu">sshimoda@iu.edu</a>
IU HR	Suzanne Ryan, Director, Employee and Labor Relations	812-856-5572	<a href="mailto:sryan@iu.edu">sryan@iu.edu</a>
IUB Police	Jill Lees, Chief of Police	812-855-7621	<a href="mailto:jmlees@iu.edu">jmlees@iu.edu</a>
IUPUI Police	Doug Johnson, Chief of Police	317-274-4860	<a href="mailto:johnsodo@iu.edu">johnsodo@iu.edu</a>

IUE Police	Scott Dunning, Chief of Police	765-973-8435	<a href="mailto:sdunning@iue.edu">sdunning@iue.edu</a>
IUK Police	Thomas Remender, Chief of Police	765-455-9432	<a href="mailto:tremende@iu.edu">tremende@iu.edu</a>
IUN Police	Wayne James, Chief of Police	219-980-7222	<a href="mailto:wljames@iun.edu">wljames@iun.edu</a>
IUS Police	Stephen Miller, Chief of Police	812-941-2403	<a href="mailto:sfmiller@ius.edu">sfmiller@ius.edu</a>
IUSB Police	Kurt Matz, Chief of Police	574-520-5522	<a href="mailto:kumatz@iusb.edu">kumatz@iusb.edu</a>
IPFW Police	Stephen Kimbrough, Chief of Police	260-481-0739	<a href="mailto:kimbrous@ipfw.edu">kimbrous@ipfw.edu</a>
IU Child Protection Program	Roberta Hibbard, MD IU School of Medicine	317-944-5000	<a href="mailto:iucpp@iupui.edu">iucpp@iupui.edu</a>

### History:

This policy was established in 2012 as an interim policy, but in effect. A final and updated version was made effective in 2013. The policy was updated in April, 2014 with additional resources and changes to background check procedures and again in July, 2014 with minor revisions to the internal reporting procedures.

Policy was updated in August 2015 regarding research programs that are approved through the IU IRB process.

This policy was reviewed and revised in 2017.

### Previous Versions:

Effective Dates: 08/14/2015 - 08/04/2017

Effective Dates: 07/24/2014 - 08/14/2015

### Related Information:

[Programs Involving Children Additional Guidance](#)  
[Child Abuse: Recognition and Reporting - Training Information](#)  
[Sexual Abuse Prevention - Training Information](#)  
[IC 31-33-5 Duty to Report Child Abuse or Neglect](#)  
[IC 10-13-3 Criminal History Information](#)  
[IC 11-8-8 Sex Offender Registration](#)  
[IU Whistleblower Policy](#)  
[IU Policy - Minors in Hazardous Work Areas](#)  
[IU Policy - Background Checks for Employees](#)  
[COPPA - Children's Online Privacy Protection Act](#)





## STAFF REPORT

Agenda Item: A-16

Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erin Hatch, Urban Forester  
**DATE:** MARCH 22, 2022  
**SUBJECT:** AGREEMENT WITH MIDDLE WAY HOUSE, INC FOR THE USE OF CITY TREES FOR SEXUAL ASSAULT AWARENESS MONTH

### Recommendation

Staff recommends approval of an agreement with Middle Way House, Inc, for the use of up to 15 downtown City trees for decoration during their Sexual Assault Awareness Month campaign in April.

### Background

Middle Way House, Inc. provides supportive services for survivors of domestic violence, sexual assault and human trafficking, and seeks to educate the community through outreach and prevention programs. The City of Bloomington wishes to allow for use of up to 15 downtown City trees for decoration using ribbons and educational signage, to help spread information regarding sexual assault resources. These trees would be decorated only for the month of April, corresponding with Sexual Assault Awareness Month.

**RESPECTFULLY SUBMITTED,**

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

Erin Hatch, Urban Forester



**AGREEMENT FOR THE USE OF  
CITY OF BLOOMINGTON TREES BY  
MIDDLE WAY HOUSE, INC.  
FOR SEXUAL ASSAULT AWARENESS MONTH**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the Bloomington Parks and Recreation Department, (BPRD) and, Middle Way House, Inc.

**WHEREAS**, Middle Way House, Inc. located at 401 S. Washington St., Bloomington, Indiana, desires the use of a City trees for its Sexual Assault Awareness Month campaign; and

**WHEREAS**, the City of Bloomington Department of Parks and Recreation (hereinafter referred to as “City”) owns and maintains City trees; and

**WHEREAS**, the City supports combatting sexual assault, sexual and domestic violence, and human trafficking and making survivors aware of supportive services, and wishes to support Middle Way House’s efforts to do this through its Sexual Assault Awareness Month campaign; and

**WHEREAS**, the City wishes to allow Middle Way House, Inc. the use of City trees in connection with its campaign.

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

- 1. Purpose of the Agreement.** The purpose of the Agreement is for the City to allow Middle Way House, Inc. limited use of up to 15 City trees as part of its Sexual Assault Awareness Month campaign, which decorates trees around Bloomington in a campaign to raise awareness and provide resources for supportive services for survivors of domestic violence, sexual violence, and human trafficking.
- 2. Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until December 31, 2022, unless terminated in accordance with paragraph seven (7).
- 3. Use of City trees.** The City hereby grants Middle Way House, Inc. permission to use City trees as follows:

Middle Way House, Inc. shall be permitted to cover up to 15 specified City trees with ribbons and sexual assault awareness posters. Middle Way House, Inc. may begin installing the tree ribbons and signage on April 1, 2022, and must have all material removed by May 1, 2022. The City of Bloomington retains the ability to request materials removed at any time within the aforementioned time window.

- 4. Responsibility for damages; Indemnification.** Middle Way House, Inc. agrees to assume full responsibility for any damages that may occur to the trees from this action.

Middle Way House, Inc. agrees to assume full and complete responsibility for all bodily injury, including death, and property damage which may occur as a result of the acts and omissions of Middle Way House, Inc., its officers, director, agents, employees, members, participants, successors and assigns, while performing the installation and removal of tree sweaters and wraps.

Further, Middle Way House, Inc. agrees to release, hold harmless, and indemnify the City of Bloomington, its Department of Parks and Recreation, and all City of Bloomington and Parks and Recreation officers, employees, and agents from any and all claims for personal injury, including death, or property damage that may occur as a result of the acts and omissions of Middle Way House, Inc., its officers, director, agents, employees, members participants, successors and assigns, while performing the installation and removal of tree sweaters and wraps.

- 5. Rules and Regulations.** Middle Way House, Inc. shall comply with all rules and regulations established by the City's Department of Parks and Recreation for use of City property. Middle Way House, Inc. shall further require its Sexual Assault Awareness Month member participants to comply with all said rules and regulations.

**6. Notice and Agreement Representatives**

Notice regarding any significant concerns and/or breaches of this Agreement shall be given to:

Middle Way House, Inc.  
Debra Morrow  
812-333-7404

Bloomington Parks and Recreation:  
Erin Hatch, Urban Forester  
812-349-3716

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

Middle Way House, Inc.  
Carrie Stillions  
812-333-7404  
401 S. Washington St.  
Bloomington, IN 47401  
[carrie@middlewayhouse.org](mailto:carrie@middlewayhouse.org)

Bloomington Parks and Recreation  
Erin Hatch, Urban Forester  
812-349-3716  
401 N. Morton St.  
Bloomington, IN 47403  
[erin.hatch@bloomington.in.gov](mailto:erin.hatch@bloomington.in.gov)

- 7. Termination.** This contract may only be terminated in writing and by the mutual agreement of all parties to this Contractual Agreement.

**WHEREFORE**, the parties have entered into this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF BLOOMINGTON**

**MIDDLE WAY HOUSE, INC.**

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

\_\_\_\_\_  
Debra Morrow, Executive Director

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

\_\_\_\_\_  
Beth Cate, Corporation Counsel



## STAFF REPORT

Agenda Item: A-17

Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Tim Street, Operations and Development Division Director  
**DATE:** March 22, 2022  
**SUBJECT:** CONTRACT ADDENDUM WITH RUNDELL ERNSTBERGER ASSOCIATES  
INC. FOR CONSTRUCTION INSPECTION AT CASCADES

### Recommendation

Staff recommends approval of a contract addendum with REA for construction inspection services for the Cascades Phase 5 Trail and Streambank Stabilization Project.

Amount: \$4,800. Funding source: Bicentennial Bond Series B, 980-18-18018B – 54510.

### Background

In April 2021 a contract with Rundell Ernstberger Associates Inc. for construction inspection services on the Cascades Phase 5 Trail and Streambank Stabilization Project was approved by the Board of Park Commissioners. This addendum authorizes additional funds to be used to ensure thorough construction inspection services can be provided through the anticipated completion of the project in May.

**RESPECTFULLY SUBMITTED,**

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

Tim Street, Operations and Development Division Director

**ADDENDUM TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
RUNDELL ERNSTBERGER ASSOCIATES  
FOR CONSTRUCTION ADMINISTRATION FOR CASCADES TRAIL PHASE 5  
AND STREAMBANK STABILIZATION**

(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2022)

WHEREAS, in April 2021 the City of Bloomington Department of Parks and Recreation (the “Department”) and Rundell Ernstberger Associates (“Contractor”) entered into an Agreement for construction inspection services for the Cascades Phase V and Streambank Stabilization Project; and

WHEREAS, the Department and Contractor have worked together to identify an additional need to extend construction inspection services through the end of the project; 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 4. COMPENSATION:** To amend the Agreement to reflect an additional charge of not to exceed four thousand eight hundred dollars (\$4,800).

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

**CITY OF BLOOMINGTON**

**RUNDELL ERNSTBERGER ASSOCIATES**

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

\_\_\_\_\_  
Kevin Osburn, President

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

\_\_\_\_\_  
Beth Cate, Corporation Counsel



## STAFF REPORT

Agenda Item: A-18  
Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Scott Pedersen, Youth Sports Coordinator  
**DATE:** March 22, 2022  
**SUBJECT:** REVIEW/APPROVAL OF CONTRACT WITH GREENSCAPERS FOR TURF WORK AT OLCOTT PARK

### Recommendation

Staff recommends approval of turf work and repair on the north field at Olcott Park by a local company, GreenScapers. The contract is not to exceed \$4,635 from GF 200-18-187208-53650.

### Background

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

GreenScapers was contracted in 2021 for the south Olcott field. The results were ideal therefore the identical treatment will be used this on the north year. The price has increased approximately \$500 from their quote last year.

**RESPECTFULLY SUBMITTED,**

Scott Pedersen, Youth Sports Coordinator

2021-January

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

This Agreement, entered into on this 29 day of March, 2022, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and GREENSCAPERS (“Contractor”),

**WITNESSETH:**

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

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

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Scott Pedersen as the Department’s Project Manager.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

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

The Department shall pay Contractor for all fees and expenses in an amount not to exceed four thousand six hundred and thirty-five dollars and zero cents (\$4,635.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

#### **Article 5. Appropriation of Funds**

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

#### **Article 6. Schedule**

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

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

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

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

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

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

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be

performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

#### **Article 9. Opinions of Probable Cost**

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

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

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

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

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

#### **Article 12. Independent Contractor Status**

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

#### **Article 13. Indemnification**

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

#### **Article 14. Insurance**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.



- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

#### **Article 15. Conflict of Interest**

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

#### **Article 16. Waiver**

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

#### **Article 17. Severability**

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

#### **Article 18. Assignment**

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

#### **Article 19. Third Party Rights**

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

#### **Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Contractor:**

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

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**GREENSCAPERS, LLC**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

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

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

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

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

#### **Scope:**

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

#### **Specifications:**

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

## **EXHIBIT B**

### **“Project Schedule”**

Work is to begin in April of 2022 until completed.

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

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

**EXHIBIT D**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**GREENSCAPERS, LLC**

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

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

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

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

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



## STAFF REPORT

Agenda Item: A-19  
Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull, Division Director Sports  
**DATE:** March 22, 2022  
**SUBJECT:** REVIEW/APPROVAL OF CATALENT INDIANA, LLC USE OF TWIN LAKES  
SOFTBALL PARKING LOT ADDENDUM NUMBER 3

### **Recommendation**

Staff recommends approval of this addendum which is the third addendum. No funds are exchanged in this agreement.

### **Background**

The Department entered into an agreement with Catalent Indiana, LLC in December 2020 where Catalent was granted use of Twin Lakes Softball Parking lot.

The original agreement terminated on March 15, 2021. The previous addendums extended the agreement to March 1, 2022 and limited the use of spaces to 100 and not during 5pm-11pm and no use during Saturdays and Sundays. Those restrictions allowed the Department to continue use for normal activity during league and tournament play.

This addendum extends the agreement to September 30, 2022 and specifies use of only the lower lot immediately adjacent to the softball fields. Catalent will not have access to the lower lot on Friday, July 28, 2022 due to a previously scheduled Sports Division event. Catalent has acquired more property and is building it for the purpose of parking. Using this space is not ideal for the employees or the employer.

**RESPECTFULLY SUBMITTED,**

---

Division Director Sports



**ADDENDUM  
TO  
AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
CATALENT INDIANA, LLC  
FOR  
PARKING SPACE USE AT TWIN LAKES SPORTS PARK**  
(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2022)

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

WHEREAS, on or about March 1, 2022 the addendum to the original agreement expired; and

WHEREAS, the Department wishes to extend this agreement; and

WHEREAS, Catalent is in agreement with this addendum; and

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

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

**Article 1.1 Term of Agreement:** To extend to September 30, 2022. Exclusive of Friday, July 28, 2022.

**Article 1.2. Use of Spaces:** To amend the Agreement with Catalent to specify Catalent may use the lower lot only and may not use the lot between 5pm-11pm, Monday-Friday. Catalent may not use the lot on Saturdays and Sundays. The lower lot is specified as the lot located immediately adjacent to the Twin Lakes Softball fields.

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

**CITY OF BLOOMINGTON**

**CATALENT INDIANA, LLC**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Beth Cate, Corporation Counsel



## MEMORANDUM

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

**Funding Source:** No funds are transacted per this agreement

**Total Dollar Amount of Contract:** n/a

**Expiration Date of Contract:** March 15, 2021

**Renewal Date for Contract:** undetermined

**Department Head Initials of Approval:**PM

**Due Date For Signature:** 12/8/2020

**Record Destruction Date (Legal Dept to fill in):**

**Legal Department Internal Tracking #:**

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

Daniel Dixon

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

Paula McDevitt

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

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

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

**WITNESSETH:**

**WHEREAS**, Catalent wishes to use parking spaces located in the City's Twin Lakes Sports Park for the purpose of shuttling employees to its location; and

**WHEREAS**, the City agrees to permit Catalent to use parking spaces in Twin Lakes Sports Park subject to certain terms and conditions;

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

**Article 1. Terms and Conditions**

- 1.1 **Term of Agreement** This Agreement is effective upon the date of execution first indicated above and shall last through March 15, 2021. The Agreement may be renewed for not more than an additional 12 month term upon execution of a written agreement by the parties to this Agreement.
- 1.2 **Use of Spaces** Catalent hereby is permitted the use of an unspecified number of parking spaces upon the Twin Lakes Sports Park parking lot located at 2350 West Bloomfield Road, Bloomington, Indiana (the "Spaces"), for use by Catalent's employees. The City shall not charge rent to Catalent during the original Term of the Agreement. The City reserves the right to require payment of reasonable rent in the event of renewal of this Agreement. The Spaces are not designated or reserved. The City makes no guarantee or representation that Spaces will always be available to Catalent's employees, especially during events or at times of peak usage of Twin Lakes Sports Park or Twin Lakes Recreation Center.
- 1.3 **Administration of Parking** Catalent shall have the sole responsibility to manage and oversee use of the Spaces by its employees in accordance with the terms of this Agreement.
- 1.4 **No Reserved Spaces** Catalent's employee vehicles shall not have a reserved parking space in the Park. Catalent's employees may park their vehicle at a parking

space at any spot at Twin Lakes Sports Park. However, there may be times of peak usage in the Park where a parking space is not available. When Spaces are unavailable, Catalent shall be responsible for locating alternative parking for employee vehicles until Spaces become available.

- 1.5 Catalent Responsibilities as to employee use of Spaces** Catalent has a non-delegable duty to ensure that its employees' vehicles utilizing the Spaces abide by the following rules and regulations:
- a. Catalent employee vehicles may occupy Spaces Monday through Friday.
  - b. Commercial vehicles, trailers, and motor homes, with the exception of vehicles used to transport Catalent employees, shall not park in any of the Spaces.
  - c. Catalent's employees shall abide by all applicable laws in regard to the ownership and operation of motor vehicles, including without limitation Indiana registration, licensing, insurance, and operability laws.
  - d. Vehicles must not leak any fluids while parked in the Spaces. If a vehicle does leak fluids, Catalent shall be responsible for the immediate cleanup of the fluids and any cost incurred therefore, including pavement repair. If the City is required to make any repairs or remediation as a result of leaked fluids from Catalent employee vehicles, Catalent agrees to indemnify and make the City whole for costs incurred for such repairs or remediation. Any inoperable vehicles shall be removed by Catalent or its employee within 5 days. Inoperable vehicles remaining in Spaces after 5 days may be removed or towed by the City at Catalent's expense after the fifth day without notice.
  - e. Catalent agrees to indemnify and make the City whole for any damage or loss to City property caused in whole or in part by Catalent or its employees' use of the Spaces.
  - f. Only emergency repairs may be conducted upon Twin Lakes Sports Park property, such as changing a flat tire or battery replacement.
  - g. Washing and cleaning vehicles, including motorcycles, is not allowed on Twin Lakes Sports Park property.
  - h. Unauthorized and/or improperly parked vehicles are subject to removal by towing at the owner's expense.
  - i. Any vehicle may be removed by the City without prior notice to the Catalent or the vehicle owner in emergency situations, including but not limited to situations requiring access or egress by police, fire, and other emergency vehicles or leaking a fluid that presents a hazard or threat to persons or property.
  - j. A vehicle displaying expired license plates may be removed by the City after the owner or operator of the vehicle is given at least 10

days written notice that the vehicle will be towed from the premises.  
Towing shall be at the vehicle owner's expense.

- k. Catalent shall be responsible for snow and ice removal at their discretion in order to make the Spaces accessible to their employees.

#### **1.6 Enforcement**

The City and Catalent shall have the right to enforce the terms of this Agreement against Catalent's employees, including without limitation towing, at the vehicle owner's expense, vehicles in Twin Lakes Sports Park which are improperly parked, abandoned, or otherwise in violation of this Agreement or any other law, ordinance, or regulation. All towing initiated by Catalent shall be with the knowledge and approval of the City. Catalent shall have a non-delegable duty to ensure its employees' compliance with the terms of this Agreement. Catalent understands that a violation of the terms of this Agreement by its employees shall be imputed to Catalent and constitute a breach of this Agreement by Catalent.

#### **Article 2. Cooperation**

The City and Catalent agree to cooperate to the best of their abilities to mutually effectuate the terms of the Agreement without disruption to the other party. The parties agree to meet on occasion to resolve any issues that may arise regarding the Agreement.

#### **Article 3. Termination**

In the event of a substantial failure to perform in accordance with the terms of this Agreement by the City or Catalent, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Either party may terminate this agreement without cause, and without further liability by giving not less than 60 days prior written notice.

#### **Article 4. Insurance, Liability Waiver, Indemnification and Hold Harmless**

The City shall not have any obligation to insure Catalent's or its employees' vehicles utilizing the Spaces, or any personal property of maintained within those vehicles, against loss, damage, theft, or destruction of any kind. Catalent agrees to indemnify release, waive, discharge, and covenant not to sue the City, its directors, officers, employees, and agents from any and all liability to Catalent, Catalent's employees, and their respective personal representatives, agents, heirs, or assigns for any loss, theft, damage, claim or demands on account of damage, injury or loss to Catalent or its employees' property as a result of use of the Spaces, regardless of whether caused by the negligence of the City, its directors, officers, employees, or agents. Catalent further agrees to indemnify and hold harmless the City against any and all claims of liability for loss or damages to its employees' property including but not limited to theft, collision, fire, acts of god, weather, and construction arising out Catalent's and its employees' use of the Spaces under this Agreement.

#### **Article 5. Waiver**

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

waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 6. Severability**

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

**Article 7. Assignment**

Catalent shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 8. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City, Catalent, and Catalent's employees who use the Spaces.

**Article 9. Governing Law and Venue**

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

**Article 10. Non-Discrimination**

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

**Article 11. Notices**

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

<b>City:</b>	<b>Catalent:</b>
City of Bloomington	Catalent Indiana, LLC
Attn:	Attn:
401 N. Morton, Suite 250	
Bloomington, Indiana 47402	

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between the parties to the Agreement.

**Article 12. Intent to be Bound**

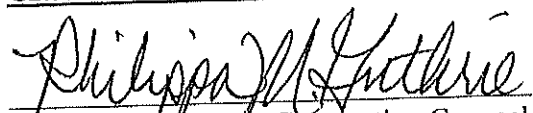
City and Catalent each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives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

**Article 13. Integration and Modification**


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

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


**CITY OF BLOOMINGTON**

  
 Philippa M. Guthrie, Corporation Counsel

**CATALENT INDIANA, LLC**

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

**CITY OF BLOOMINGTON PARKS AND RECREATION**

  
 Paula McDevitt, Director

  
 Kathleen Mills, President, Board of Park Commissioners

## Certificate Of Completion

Envelope Id: D3C4D3F86AC445C19839BA998CCAD98F

Subject: Twin Lakes Parking Agreement with City of Bloomington

Source Envelope:

Document Pages: 5

Certificate Pages: 2

AutoNav: Enabled

EnvelopeId Stamping: Disabled

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

Status: Completed

Envelope Originator:

William Echols

14 Schoolhouse Rd.

Somerset, NJ 08873

Grant.Echols@catalent.com

IP Address: 66.244.68.193

## Record Tracking

Status: Original

1/7/2021 10:06:02 AM

Holder: William Echols

Grant.Echols@catalent.com

Location: DocuSign

## Signer Events

Denis Johnson

Denis.Johnson@catalent.com

GM

Catalent, Inc.

Security Level: Email, Account Authentication  
(Required)

## Signature

*Denis Johnson*

Signature Adoption: Pre-selected Style

Signature ID:

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

Using IP Address: 68.58.39.21

## Timestamp

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

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

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

With Signing Authentication via DocuSign password

With Signing Reasons (on each tab):

I approve this document

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

William Echols

grant.echols@catalent.com

Catalent, Inc

Security Level: Email, Account Authentication  
(Required)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

**COPIED**

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

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

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

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps



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



## STAFF REPORT

Agenda Item: B-1  
Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Julie Ramey, Community Relations Manager  
**DATE:** March 22, 2022  
**SUBJECT:** BRAVO AWARD – MELINDA SEADER

### **Recommendation**

The Bloomington Parks and Recreation Department would like to recognize Melinda Seader with this month's Bravo Award. This is in recognition of her commitment to the Department's Leonard Springs Nature Days experiential environmental education program for sixth-grade students.

### **Background**

Melinda Seader, owner of longtime Parks and Recreation event sponsor World Wide Automotive Service and dedicated Leonard Springs Nature Day volunteer, said that being a part of the community is the most important role their business plays. Melinda writes:

They say what goes around comes around.

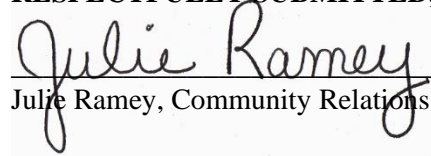
Having been enlisted to volunteer at WonderLab back during its infancy (I was one of the early museum worker bees) my daughter Kate Seader got drafted to help in many ways including toting materials to offsite events, cashiering at fundraising garage sales, preparing marketing materials ... she was even subjected to being costumed as a bee during Honey Harvest Day! Fast forward 20 years and while she was employed as a part-time naturalist for the City of Bloomington Parks and Recreation Department, she enlisted me to help introduce kids to the wonder of trees at Leonard Springs Nature Days. Thankfully, a tree costume was not required.

Volunteering has always been a big part of our family's life and a key commitment of our family business. From helping start WonderLab, constructing sets and props for local theatre productions, building racking and repairing items for the Hoosier to Hoosier Sale and many more behind-the-scenes chores. Word of mouth is the best advertising for World Wide Automotive

Service and by volunteering, we not only help build a better community, we build a strong trust with our clients as a business who truly does care for “The Car, the Customer and the Environment.”

Thank you for acknowledging my volunteering for Leonard Springs Day. It is always rewarding to watch kids learn to appreciate the world around us.

**RESPECTFULLY SUBMITTED,**

  
Julie Ramey, Community Relations Manager



## STAFF REPORT

Agenda Item: B-3  
Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** March 22, 2022  
**SUBJECT:** JOHN TURNBULL, SPORTS SERVICES DIVISION DIRECTOR RETIREMENT RECOGNITION

John Turnbull, Sports Services Division Director will retire from the City of Bloomington Parks and Recreation Department on Friday, March 25, 2022 after 32 years of services with the department. John will be recognized by members of the Board of Park Commissioners and staff.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, reading "Paula McDevitt". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Paula McDevitt, Administrator



## STAFF REPORT

Agenda Item: C-1

Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Mark Marotz Operations Superintendent  
**DATE:** March 22, 2022  
**SUBJECT:** HFI CONTRACT TO REPLACET TWO EXHAUST FANS AT BUSKIRK-  
CHUMLEY THEATER

### Recommendation

Staff recommends approval of contract with Harrell-Fish Incorporated for replacement of two exhaust fans in Buskirk Chumley Theater.

The amount of the contract is for \$5,450 Funding source: 200-18-189000-53990.

### Background

During the Buskirk-Chumley Theater's quarterly preventive maintenance inspection resulted in the discovery of two non-functioning exhaust fans on the roof. These exhaust fans serve the upstairs restroom. Quotes were requested for removal and disposal of the two exhaust fans and installation of two new fans.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Mark Marotz". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mark Marotz, Operations Superintendent

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
HARRELL-FISH, INC.  
FOR  
BUSKIRK-CHUMLEY THEATER EXHAUST FAN REPLACEMENT**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Harrell-Fish, Inc. ("Contractor"),

**WITNESSETH:**

WHEREAS, the Department wishes to replace an exhaust fan at the Buskirk-Chumley Theater; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform this installation (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 July 1, 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 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 five thousand four hundred fifty dollars (\$5,450.00). 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:

Attn Barb Dunbar  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

#### **Article 5. Appropriation of Funds**

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

#### **Article 6. Schedule**

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

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

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

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

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		Harrell-Fish, Inc.
Attn: Mark Marotz		PO Box 1998
401 N. Morton, Suite 250		Bloomington, IN 47402
Bloomington, Indiana 47402		

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON****HARRELL-FISH, INC**

---

Beth Cate, Corporation Counsel

---

Contractor Representative

---

Paula McDevitt, Director  
Parks and Recreation Department

---

Printed Name

---

Kathleen Mills, President,  
Board of Park Commissioners

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

- Disconnect electrical and remove and dispose of two existing exhaust fans on the Buskirk-Chumley Theater roof
- Furnish and install two new exhaust fans
- Complete start up and operation check of both fans

## **EXHIBIT B**

### **“Project Schedule”**

Work shall be completed by July 1, 2022.

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

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

**EXHIBIT D**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Harrell-Fish Incorporated**

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-2

Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Becky Higgins, Recreation Services Division Director  
**DATE:** March 22, 2022  
**SUBJECT:** IU HEALTH PARTNERSHIP AGREEMENT

### **Recommendation**

Staff recommends approval of the 2022 partnership agreement with Indiana University Health Bloomington.

### **Background**

Collaboration between Indiana University Health Bloomington staff and Parks and Recreation staff has been occurring for many years. The mission of each organization is similar as it pertains to efforts to improve the overall health and wellness of the community. The first formal partnership agreement was signed in 2010 and has been continuously successful ever since. In the past, the partnerships included strategic action plans in the areas of sports medicine, marketing, employee wellness, and health and wellness resources. This year the partnership will focus on community health and wellness.

The partnership remained strong in 2021 throughout the Covid-19 pandemic, with even more collaboration and innovation happening to meet community needs. The respective teams will continue to meet annually to update progress and revise future goals. Both entities know this partnership will provide outstanding benefits to the constituencies that we both serve while further enhancing the missions of each organization.

**RESPECTFULLY SUBMITTED,**

Becky Higgins, Recreation Services Director





## **COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT**

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

### **WITNESSETH:**

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

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

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

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

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

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

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

**3. Agreement Terms Mutually Agreed to By Both Parties:**

- 3.1.** The staff involved in this Agreement will complete tasks outlined in Exhibits A-1, A-2, A-3, and A-4, Strategic Action Plan, which is attached hereto and incorporated herein by reference as though fully set forth.
- 3.2.** The Administrative strategy will identify opportunities to improve health/wellness opportunities via infrastructure improvement.
- 3.3.** The Community Health Resource and Facility strategies will work with the Active Living Coalition to compile comprehensive nutrition and physical activity guidelines, and health/wellness information and community resources for medical practitioners and patients. Facility resources will be shared with staff to support education and programming opportunities in the community.
- 3.4.** The Community Health Programming and Education strategies will provide joint programming for targeted populations such as senior citizens (50+ Expo); youth (G.O.A.L., Running Clubs, Bike Rodeos); community; pre-school and at-risk populations.
- 3.5.** The staff and personnel of each Party involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 3.6.** IU Health Bloomington shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and IU Health Bloomington shall provide BPRD with a certificate of insurance prior to the commencement of operations under this Agreement. IU Health Bloomington and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.
- 3.7.** The commitment of personnel, facilities, supplies will be honored according to the timetable agreed upon by all parties.
- 3.8.** Each Party and its representatives, agents, employees and contractors agree to comply with all applicable federal, state and local laws and regulations in the performance of any duties, obligations or responsibilities related to this Agreement ("Applicable Laws"). BPRD and its representatives, agents, employees and contractors that enter any IU Health Bloomington premises on behalf of BRPD in performance of the Agreement must be acceptable to IU Health Bloomington in its sole discretion, and shall comply with all of IU Health Bloomington's policies and procedures. IU Health Bloomington and its representatives, agents, employees and contractors that enter any BRPD premises on behalf of IU Health Bloomington in performance of the Agreement must be acceptable to BRPD in its sole discretion, and shall

comply with all of BRPD's policies and procedures.

- 3.9.** To the extent allowable under applicable law, each Party hereto (as the "Indemnifying Party") agrees to indemnify and hold harmless the other Party (as the "Indemnified Party") and its affiliates, directors, officers, employees and agents from and against any losses, judgments, claims, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively "Losses") asserted against the Indemnified Party and resulting from the Indemnifying Party's breach of its obligations under this Agreement or the negligent act or omission or willful misconduct of the Indemnifying Party or its directors, officers, employees, or agents in connection with this Agreement.
- 3.10.** The Parties will evaluate this Agreement and the services provided during the month of November 2022.
- 3.11.** 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, either Party may terminate the Agreement if it determines that there is no reasonable alternative means of performance under the Agreement. In the event of such termination under this Section, the Party that is terminating the Agreement shall notify the other Party, in writing, of its intent to terminate under this Section, the reasons for such termination and the effective date of termination. Termination under this Section shall not remove any obligations or outstanding liabilities (i.e. payments for services, etc.), if any, that accrued prior to the effective date of termination.

#### **4. Termination:**

- 4.1.** Termination by Mutual Agreement: The Parties may mutually agree to terminate this Agreement in writing signed by both Parties.
- 4.2.** Termination for Cause: In the event that one of the Parties to this Agreement breaches any of its terms and conditions, the non-breaching Party shall serve written notice of the breach to the other Party. The breaching Party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching Party fails to cure the breach within ten (10) days, the non-breaching Party may, at its option and in writing, unilaterally terminate the Agreement.
- 4.3.** Termination for Convenience: Either Party may terminate this Agreement without cause by providing the other Party at least sixty (60) days prior written notice of termination.
- 4.4.** Notwithstanding the foregoing, in the event that: (i) there is any change in the Applicable Law such that this Agreement does or may violate the Applicable Law, or (ii) either Party to this Agreement has the reasonable belief that this

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

**5. E-Verify:**

IU Health Bloomington agrees to complete the E-Verify affidavit attached hereto as Exhibit B.

**6. Covid Limitations and Restrictions:**

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 IU Health Bloomington of any such termination and the reasons therefore in writing.

**7. Notice:**

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

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

Carol Weiss-Kennedy  
(812) 353-9371  
IU Health Bloomington  
601 W. 2<sup>nd</sup> Street  
Bloomington, IN 47403

**7.2.** Representatives for the day to day operational implementation of this Agreement are:

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

IU Health Bloomington  
Carol Weiss-Kennedy  
(812) 353- 9371  
601 W. 2<sup>nd</sup> Street  
Bloomington, IN 47403

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

**INDIANA UNIVERSITY HEALTH BLOOMINGTON, INC.:**

\_\_\_\_\_  
Brian Shockney, FACHE, HFA  
President – South Central Region

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Cate  
Corporation Counsel

\_\_\_\_\_  
Date

**Exhibit A**

*[INSERT Exhibit A – Strategic Action Plan]*

**EXHIBIT B**  
**E-VERIFY AFFIDAVIT**

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

# AFFIDAVIT

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

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

Signature \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Notary Public's Signature

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

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

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

## 2022 BPR & IUH Strategic Action Plan

A-1

### Staff/Facilities

#### Summary:

Combine partner resources to provide greatest benefit to community

#### Strategy:

Share IUH and BPR resources for program and event planning

#### Status Color Key:

Complete	Green
In Progress	Blue
Ongoing	Yellow
On Hold	Red

#### Objective 1:

Tactics	Lead	Team	Timeline	Status	Notes
Educate IUH and BPR staff about resources; attend partner staff meetings at least once annually to educate about available programs, resources, and facilities	Emily Carrico Katie Dooley	Emily Carrico	Annually	Ongoing; 2015 - current	Hold combined staff meetings to discuss; IUH Community Health will attend parks staff meeting and vice versa. CWK
Collaborate on facility and programming as opportunities present BBCC, AJB,	Emily Carrico Katie Dooley		Annually	Ongoing	Emily Carrico; Katie Dooley, Robin Parker, Lisa Greathouse. Carol and Jess will be primary contacts
Provide facility space for Community Health Education and BPR programs as scheduling permits Use of outdoor shelters when available	Emily Carrico Katie Dooley	Emily Carrico	Annually	Ongoing; 2010 - current	2017: Cascades Park Waterfall Shelter for World Breastfeeding Day; AJB for WIC staff training; Woodlawn Shelter for Walk to End Alzheimer's Kickoff Party



## Notes

For these, lets put Emily and Katie and contacts or leads to set these up going forward

## 2022 BPR & IUH Strategic Action Plan

### Health & Wellness Resources

A-2 Notes

#### Summary:

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

#### Strategy:

Establish prescription for health language for healthcare practitioners

#### Status Color Key:

Complete	Green
In Progress	Blue
Ongoing	Yellow
On Hold	Red

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

Tactics	Lead	Team	Timeline	Status	Notes
Identify community partners to choose reputable information for healthcare practitioners	IU Health	Robin Parker, Katie Dooley, interns	Annually	Complete	Initiated 4th quarter of 2010; to be updated in 2019
Update community resource list using reputable web sites and sources	IU Health	Robin Parker, Katie Dooley, interns	Annually	Complete	To be updated in 2019
Use reputable web sites and sources to collect up to date information	IU Health	Robin Parker, Katie Dooley, interns	Annually	Complete	To be updated in 2019
Recruit a healthcare practitioner to be a "champion"; Dr. McKinley retiring in 2019, new potential champion to be identified in 2020	IU Health		Short Term	Complete	Initiated 4th quarter of 2010; to be updated in 2021
Collect activity, event, services info from Active Living Coalition members Mutually lead & serve Active Living Coalition and support meeting leaders	Emily Carrico,	IU SPH intern; ALC members	Annually	Ongoing; 2010 - current	Jess Klein, Shanna Wooten, Cheryl Kilmark, are contacts for ALC
Develop hard copy materials of community resources	Samantha Kirby		Annually	Complete	To be reprinted on as needed basis
Develop process to refer and engage patients into community resources; cross-promote and refer constituents to new "Findhelp.com" resource	IU Health	Emily Carrico; Katie Dooley; Robin	Annually	Ongoing; 2010 - current	
Engaging area providers to use physical activity as a vital				Complete	Under "Social History" in EMR

sign; building into electronic medical record (EMR)	IU Health	ACHIEVE committee	Short Term	Complete	
Ensure discussion of physical activity during well checks through EMR for documentation and measurement	IU Health	Emily Carrico, Elizabeth Thompson	Short Term	Complete	Automatically pops up during well checks (2017)

# 2022 BPR & IUH Strategic Action Plan

## Health & Wellness Programming

A-3

### Summary:

List of existing collaborations

### Strategy:

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

### Status Color Key:

Complete	
In Progress	
Ongoing	
On Hold	

### Objective 1: Target community

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

### Objective 2: Target older adults

Tactics	Involvement	Lead	Team	Timeline	Status	Notes

Wellness checks and flu shots with follow-up program to share results	Marketing/Staff	IU Health; Emil Carrico	MCPHC Manager	Annually	Ongoing; 2012 - current	Wellness checks are scheduled twice a year (March and Sept.). Email follow-up will be implemented in 2019; for 2021: identify additional BPR facilities that may be used for Well Checks such: Banneker Community Center, Allison-Jukebox Community Center
50+ Expo	Sponsor/Health Fair Coordinator/Event Coordinator/Site	Bill Ream; Dayna Thompson	Joy Heller, Emily Carrico, Julie Ramey	Annually	Ongoing	2010 - current Sponsorships may vary
Area 10 Agency on Aging, Endwright East Active Living Community Center	Sponsor/Site Coordinator	Chris Myers, Becky Barrick-Higgins	Dayna Thompson, IU Health	Annually	Ongoing	2019 - current; BPR will provide up to \$20,000 to Endwright East to support programming & facility upkeep

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

Objective 4: Target pre-school						
Tactics	Involvement	Lead	Team	Timeline	Status	Notes
Develop pre-school health curriculum			Jess	Short		Completed in 2015. Evaluate in 2019, including CATCH trained BPR staff in updating curriculum

		Katie Dooley	Klein; Erik Pearson	Term	Complete	
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Objective 5: Coordination of major wellness event targeting pre-schoolers and families						
Tactics	Involvement	Lead	Team	Timeline	Status	Notes
Children's Expo	Marketing/Sponsorship s/Registration/Screenin gs/Marketing/Newslett ers/Site Coordination	Haylie Pryson	Emily Carrico; Samanth a Kirby, BPR staff	Annually	Ongoing; 2010 - current	When pre-school events are planned BPR contacts Julie Hedden who reaches out to Community Health Dept to determine appropriate involvement Sponsorships may vary

## Notes

Lisa has not been doing this since Covid hit. We could check in to see if she plans on this in 2022-23 school year

May change this to "most appropriate role" since Emily is an RD, she could help with nutrition as well and it would nice to not be limited.

I took Joy Heller off as she is retired.



I changed to Samantha Kirby since Julie Hedden is retired.

## 2022 BPR & IUH Strategic Action Plan

### Health & Wellness Education

A-4

#### Summary:

Combine partner resources to provide greatest benefit to community

#### Strategy:

Share IUH and BPR resources for program and event planning

#### Status Color Key:

Complete  
In Progress  
Ongoing  
On Hold

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

Tactics	Lead	Team	Timeline	Status	Notes
Identify community needs & Inventory current program/services	IU Health	Emily Carrico	Annually	Ongoing	Current IUH/Community Health Needs Assessment survey will be distributed. 5 hospital systems will be involved, a local report will be generated as well as focus groups. Plans will be updated and implemented
Conduct preventative screenings/tests for unhoused population; provide resources, education, and connections to social services	IU Health	Emily Carrico, Meredith Short	Annually	In progress	Screenings were conducted as part of 2020 Public Health in Parks (PHIP) initiative;

#### Objective 2: Program to meet needs

Tactics	Lead	Team	Timeline	Status	Notes
Lead screenings				Complete	IUH is no longer conducting lead screenings, given this responsibility to Monroe County Health Dept
Car seat checks	Cara Wickens		Annually	Ongoing	2015 - current

Bike Rodeo helmet checks	Cara Wickens	Emily Carrico	Annually	Ongoing	2010 - current
WIC programs	Hilary Elliott		Annually	Ongoing	2010 - current
Tactics	Lead	Team	Timeline	Status	Notes
Immunization information	MCPHC Leader		Annually	In progress	Amy will be asked to identify areas in 2021
Summer Food Service Programs	BBCC Staff; Robin Parker	BBCC Staff	Annually	Ongoing	2010 - current; IUH will assist with nutrition education service through intern
City of Bloomington Employee Wellness program	Emily Carrico	Robin Parker	Annually	In progress	Done in 2017; to be re-evaluated and implemented again in 2021; IUH provides RD for nutrition education; IUH Community Health attends annual COB employee health fair

## Notes

Maybe change to current CHNA rather than list dates.



## STAFF REPORT

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

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Becky Higgins, Recreation Services Division Director  
**DATE:** March 22, 2022  
**SUBJECT:** PLANT TRUCK PROJECT PARTNERSHIP AGREEMENT

### **Recommendation**

Staff recommends approval of a partnership agreement with The Plant Truck Project to build a community through food, centering the Banneker Community Center as a Nutrition Hub as defined by the National Recreation and Park Association (“NRPA”) and complete the goals associated with the NRPA Nutrition Hub grant through the maintenance of the Banneker garden.

Total Dollar Not to Exceed: \$30,000 from NRPA Nutrition Hub Grant Account 201-18-G20010

### **Background**

Utilizing NRPA Nutrition Hub Grant funds, Banneker Community Center would like to continue the partnership with the Plant Truck Project (PTP). PTP will continue to assist Banneker staff with expansion, development and maintenance of the backyard garden space including gardening and nutrition education programs and services.

This partnership is a continuation from last year and utilizes funds from the NRPA Nutrition Hub grant. Goals are to provide access to education surrounding food, and participate in community produce share initiatives providing low-income families access to free locally grown products.

**RESPECTFULLY SUBMITTED,**

Becky Higgins  
Recreation Division Director



## **COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP**

This Agreement is made and entered into this \_\_\_\_ day of March, 2022, by and between the Partners, City of Bloomington Parks and Recreation Department (“BPRD”) and The Plant Truck Project (“PTP”).

WHEREAS, BPRD and PTP desire to cooperate in the provision of a farming and nutrition instruction program for the general public; and

WHEREAS, PTP 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;

WHEREAS, because services provided by each party will reflect on the other, BPRD and PTP wish to set forth each parties’ responsibilities and expectations;

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

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

- 1.1 The purpose of this Agreement is to build a community through food, centering the Benjamin Banneker Community Center (“BBCC”) as a Nutrition Hub as defined by the National Recreation and Park Association (“NRPA”) and complete the goals associated with the NRPA Nutrition Hub grant.
- 1.2 Increase access to healthy foods in low-income areas through the U.S. Department of Agriculture (USDA) child nutrition programs and older adult meal programs;
- 1.3 Implement diverse models, as well as analyze and share best practices, for park and recreation agencies to serve as nutrition hubs, including screening for food insecurity, providing SNAP/WIC enrollment and retention assistance, establishing referral systems, and offering intergenerational health literacy and meal programs;
- 1.4 Provide evidence-based nutrition literacy resources that will reduce food insecurity and create behavioral changes, including increased consumption and preparation of fruits and vegetables, and increased confidence in healthy decision making;
- 1.5 Participate in community produce share initiatives providing low-income families access to free locally grown, organic products;
- 1.6 Provide access to education surrounding food, year-round, creating a gardening – program.--\_.

### **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.

Expiration Date of Contract: December 31, 2022

Renewal Date for Contract: December 1, 2022

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

- 3.1 The goal of BPRD is to provide an opportunity to the Bloomington community and Banneker Community Center families to participate in a diverse farming, nutrition and cooking program, designed to introduce beginner, intermediate and advanced participants to the ease of growing food, creating nutritious meals.
- 3.2 BPRD agrees to:
1. Routinely develop and distribute promotional materials\_
  2. Communicate with the public and participants regarding concerns or questions about the program.
  3. Implement participant registration, collect registration forms, email registration confirmation and program information and collect fees associated with classes and materials.\_.
  4. Coordinate educational activities for Banneker participants (youth and adult) with PTP
  5. Coordinate with PTP to increase garden space and crops (weather dependent) in an effort to provide weekly distribution kits to up to 25 Banneker families during the 2022 growing season
  6. Provide support for packaging weekly distribution kits and recipes
  7. Provide access to a licensed kitchen through MCHD
  8. Provide rosters of all participants to coordinators prior to the start of each growing season and each course.
  9. Provide coordinators with reports of fees collected prior to the start of each course.
  10. Perform the following payment transactions:
    - a) Collect \_ registration fees \_ for \_classes with materials;
    - b) Collect rental fees, per the approved hourly rental rate, for use of the outdoor space for private events at the Banneker Community Center
    - e) Pay PTP reimbursement for approved tools and supplies, and equipment needed to appropriately maintain the farm space not to exceed;
    - f) Pay PTP staff \$16.72 per hour for planning, class instruction, maintenance and labor;
    - g) Payment for the duration of 2022 not to exceed \$30,000 in total. Funds will be allocated from the National Recreation and Park Association: Nutrition Hub grant line.

### **4.0 Plant Truck Project:**

- 4.1 The goals of the PTP are to offer a Black, Indigenous, Person of Color (BIPOC)-led “initiative making plants, seeds, and healthy food accessible for those historically denied land and food sovereignty due to discrimination based on race, class, sexual orientation, gender identity and citizenship status.” (from the Plant Truck Project Mission Statement) They also aim to ensure that the food they provide is culturally relevant, providing people from different backgrounds food that their communities have historically eaten. The project is led by grower and organizer Cori Sereni, farmer Lauren McCalister, grower and herbalist Shanna Hughey and grower Sabrina Ghaus.
- 4.2 PTP agrees to:
1. Provide the overall program structure including all planning, organizing, and implementing of the instructional program with approval from BPRD.
  2. Provide short, medium, and long term development plans of the backyard garden space and surrounding lot on Banneker property.
  3. Coordinate purchasing of items and materials for backyard gardens and other spaces from approved vendors with support from BBCC.
  4. Provide staffing to expand and maintain the garden spaces at
  5. Provide recipes and assistance with packaging distribution kits.
  6. Provide expert farmers and gardeners who can interact with the public, education and encourage participation in addition to maintaining the crops year-round.
  7. Provide invoices to BPRD as detailed in section 3.2.10 (e).
  8. Maintain the following equipment: shovels, rakes, trowels, hand tools, irrigation supplies, seed stock, and organic material inventory.
  9. Provide a rainy day schedule, planning, organizing and implementing alternative activities in case of inclement weather.

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

- 5.1 This endeavor will be a collaboration between PTP and BBCC. The agreements will include an expansion in the garden space.
- 5.2 BPRD staff will have final approval for expenditures. Funds will be dispersed through contractual monthly payments.
- 5.3 The intent of this Agreement is to document a mutually beneficial partnership between PTP and BPRD.
- 5.4 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.
- 5.5 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.6 PTP is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.



- 5.7 The location of the program shall be provided by the BPRD at the Banneker Community Center at 930 W. 7<sup>th</sup> Street.
- 5.8 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.
- 5.9 Pursuant to Indiana code Sections 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), PTP 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 PTP 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.
- 5.10 The parties will evaluate this Agreement and the services provided during the month of December 2022.
- 5.11 PTP shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releases) from any and all claims which may arise as a result of PTP's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against PTP, its employees, agents or patrons, by any third party, even if caused by the negligence of Releases.

#### **6.0 Notice:**

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

**PTP**

Lauren McCalister  
plantruckproject@gmail.com

(914) 899-0597

**BPRD**

Becky Higgins  
PO Box 848  
Bloomington, IN 47402  
(812) 349-3713

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

**PTP**

Lauren McCalister  
plantruckproject@gmail.com

(914) 899-0597

**BPRD**

Jaylynn Burney  
930 W 7<sup>th</sup> Street  
Bloomington, IN 47404  
(812) 349-3735

#### **7.0 Termination**

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

"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."

Signed and Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2022.

**THE PLANT TRUCK PROJECT**

\_\_\_\_\_  
Lauren McCalister, Founding Member, PTP

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Cate, Corporate Counsel

\_\_\_\_\_  
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: \_\_\_\_\_

**Supplemental Information:**

Funding Source:

National Recreation and Parks Association Nutrition Hub Grant:

Contract Not to Exceed Budget Breakdown:  
\$30,000 for 2022

Item	Cost	Amount	Total
Labor	\$16.72/hr.	600	\$9,600.00
Planning	\$16/hr.	50	\$800.00
Class Instruction	\$16/hr.	100	\$1,600.00
Organic Materials	\$40/yard	16 yards	\$640.00
Tools	\$20	25 tools	\$500.00
Equipment	\$20	25 ft. irrigation	\$500.00
Seeds	\$5	72	\$360
		Total	\$14,000



## STAFF REPORT

Agenda Item: C-4

Date: 3/16/2022

Administrator  
Review\Approval  
PM

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

### Recommendation

Staff recommends approval of a contract addendum with E&B Paving for the Griffy Loop Trail and Accessible Fishing Pier project.

Amount: \$38,940.00. Funding source: Bicentennial Bond Series B, 980-18-18018B – 54510.

### Background

This contract addendum with E&B Paving will provide for the complete paving of Headley Rd upon completion of the project. Resurfacing the west lane of Headley Rd. was planned as part of the project bid, but during construction the condition of the eastern lane deteriorated to the point where it also needs to be resurfaced. This addendum will allow E&B to resurface the entire road and will be covered from remaining bond funds held in contingency.

**RESPECTFULLY SUBMITTED,**

Tim Street, Operations and Development Division Director

**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 TWO**

(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 Two”; 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 thirty eight thousand nine hundred forty dollars (\$38,940.00) in addition to the amount authorized in the previous addendum of 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 Two



**E&B PAVING, LLC**

3/09/2022

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

RE: Proposed Change Order #2, Road Resurface, Griffy Lake Causeway

Mr. Street,

E&B Paving proposes to repair and resurface the existing roadway along the Griffy Lake Causeway from the north curve to and including the bridge. We propose the following scope of work.

### ROAD REPAIR AND RESURFACE

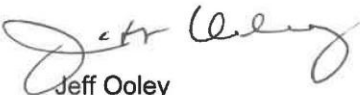
The existing roadway is failing in multiple locations. We will mill and patch the failing locations of roadway to include: asphalt removal, 4" of #53 stone base, 4" of 25.0mm asphalt base. We will then place 1.5" of 9.5mm surface from the northern beginning of project to the south side of the bridge. Monroe County Highway will repair the bridge beams and approach joints on the bridge in coordination with E&B paving crews.

Additional cost for work described above \$38,940.00

Please note this pricing is good for 15 days and E&B reserves the right to reprice this item of work upon expiration.

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](http://www.ebpaving.com)

ASPHALT AND CONCRETE PAVING CONTRACTORS



## STAFF REPORT

Agenda Item: C-5

Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Leslie Brinson, Community Events Manager  
**DATE:** March 22, 2022  
**SUBJECT:** ADDENDUM TO MARSHALL SECURITY CONTRACT

### **Recommendation**

Staff recommends an addendum to the approved contract with Marshall Security, LLC approved in January of 2022. The addendum is not to exceed \$8050 from the Farmers' Market non-reverting budget 201-18-186503-53990.

### **Background**

The Parks and Recreation Department has a current contract with Marshall Security, LLC to provide security services at several park locations. This addendum would add two officers each Saturday, April through November, at the Bloomington Community Farmers' Market. The Bloomington Community Farmers' Market has had uniformed BPD Officers in the past and due to the limitations of BPD, the use of Marshall Security would fill this need at the Market. Officers would monitor the activities of the Market and assist with any non-compliant community members. Marshal Security would work closely with the staff on duty at the Market

**RESPECTFULLY SUBMITTED,**

Leslie Brinson, Community Events Manager



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

(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2022)

WHEREAS, in January of 2022 the City of Bloomington Department of Parks and Recreation (the "Department") and Marshall Security LLC dba Marshall Security and Private Investigations ("Contractor") entered into an Agreement for security services at Switchyard Park and other supplemental park patrols; and

WHEREAS, the Department wishes to extend the contract to include the Bloomington Community Farmers' Market; and

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

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

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

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

**Article 1. Scope of Services:** Contractor will provide patrol services at the Bloomington Community Farmers' Market April 2 through November 26, 2022. Patrol services will consist of two unarmed uniformed security officers, and any related equipment. The two security officers will be in use for patrols for five hours on Saturdays, specifically 8:00 am to 1:00pm (April- September) and 9:00 -1:00pm (October and November). Contractor will vet security officers with background checks. Contractor will ensure security officers are uniformed and equipped with Body Cameras. Security officers will be CPR certified. Contractor will provide Radio Dispatch communications to each security officer. Contractor will use Guard Management GPS based computer system. If there is an incident on site during patrol Guard Management will provide an instant report with video and photos. Security officers will be trained to communicate with emergency services as needed. Contractor is to be paid \$23.00 per hour, per each security officer.

**Article 4. Compensation:** To addend the Agreement to reflect the additional charge of two officers for two hours each Market Saturday, not to exceed Eight Thousand Fifty Dollars (\$8,050).

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

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

**CITY OF BLOOMINGTON**

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

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

\_\_\_\_\_  
Jeff Nesbitt, Private Investigator

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

\_\_\_\_\_  
Beth Cate, Corporation Counsel



## STAFF REPORT

Agenda Item: C-6

Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Hsiung Marler, Switchyard Park General Manager  
**DATE:** March 22, 2022  
**SUBJECT:** SWITCHYARD PARK PREVENTATIVE MAINTENANCE CONTRACT WITH HARRELL-FISH, INC.

### **Recommendation**

Staff recommends approval for an agreement with Harrell-Fish Inc to do preventative maintenance at Switchyard Park: specific areas to include—backflow inspections, Main Stage electrical, and plumbing, Pavilion HVAC, electrical, and plumbing, Spray Pad pump and filter systems related to open and closing operations, and purchase of Spray Pad filters.

Only two vendors were qualified and submitted quotes. HFI was the lower quote.  
Funding Source: 200-18-189006-53610

### **Background**

Switchyard Park does not currently have a comprehensive preventative maintenance plan. Many of the original construction warranties are expiring and a preventative maintenance plan is now important for the efficient maintenance of the park. In the long term a preventative maintenance plan will result in reduced maintenance issues and a long term savings for the Parks Department.

HFI was the sub-contractor that installed many of the HVAC, electrical, and plumbing (including the spray pad pumps and filters) during construction at Switchyard Park.

**RESPECTFULLY SUBMITTED,**

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

Hsiung Marler, Switchyard Park General Manager

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
HARRELL-FISH INC.  
FOR  
SWITCHYARD PARK PREVENTATIVE MAINTENANCE PLAN**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Harrell-Fish Inc. (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to establish a preventative maintenance plan to efficiently and effectively maintain facilities at Switchyard Park and

WHEREAS, the Department requires the services of a professional Contractor in order to perform: 1) backflow inspections, 2) Main Stage building preventative maintenance, 3) Pavilion preventative maintenance, 4) Spray Pad open/close assistance, and 5) purchase of Spray Pad filters—specifics listed in the City of Bloomington Parks and Recreation Switchyard Park Planned Maintenance Agreement proposal by HFI (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 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 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 seventeen thousand, five hundred seventy two dollars (\$17,572.00). 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:

Hsiung Marler  
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:

<b>Department:</b>	<b>Contractor:</b>
City of Bloomington	
ATTN: Hsiung Marler	
401 N. Morton, Suite 250	
Bloomington, Indiana 47402	

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**HARRELL-FISH INC.**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

\_\_\_\_\_  
Stephen R. Dawson, 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:

See City of Bloomington Parks and Recreation Switchyard Park Planned Maintenance Agreement proposal created by HFI based upon needs presented by Parks staff: Hsiung Marler and Maggie Tull.

Backflow Inspections	\$	441.00
Main Stage PM	\$	210.00
Pavilion PM	\$	3,777.00
Spray Pad Open/Close	\$	11,220.00
Spray Pad Filters	\$	1,924.00
Total	\$	17,572.00

**EXHIBIT B**  
**“Project Schedule”**

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.

**Contractor**

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-7  
Date: 3/6/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Hsiung Marler, Switchyard Park General Manager  
**DATE:** March 22, 2022  
**SUBJECT:** SWITCHYARD PARK MOWING CONTRACT – GREEN DRAGON  
LAWNCARE

### **Recommendation**

Staff recommends approval for an agreement with Green Dragon Lawncare Inc. to mow specified areas of Switchyard Park for the 2022 calendar year.

An RFQ was posted on City of Bloomington Planroom website for public submittals. Only two vendors submitted. Green Dragon Lawncare Inc. was the lower quote at \$990 per cycle.  
Funding Source: 200-18-189006-53610

### **Background**

Staff previously mowed all areas of Switchyard Park. This task takes a large amount of staff time that could be better spent on other areas of the park. With the labor shortage and the need to prioritize staff time using a contractor to cut the grass will positively impact maintenance and event set up in the park. The total area to be mowed by contract is approximately 15.6384 acres. IT was indispensable in using GPS to help map and quantify these areas. There are some small areas touch up areas staff will be responsible for. Based upon previous years we expect approximately 26 mowing cycles per year. The not to exceed amount of \$27,720 is based upon 30 cycles.

**RESPECTFULLY SUBMITTED,**

Hsiung Marler, Switchyard Park General Manager

**AGREEMENT BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND GREEN DRAGON LAWN CARE INC.  
FOR MOWING 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 Green Dragon Lawn Care Inc. (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to contract the mowing of Switchyard Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform mowing of approximately 15.6384 acres (the “Services” as further defined below); and

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 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 Hsiung Marler as the Department’s Project Manager or designee. 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 \$990 per mowing cycle and a total agreement amount of Twenty Seven Thousand and Seven Hundred Twenty dollars (\$27,720.00). Due to the nature of the work there is no guaranteed minimum on the number of mowing cycles per year. 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:

Hsiung Marler  
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		Green Dragon Lawn Care Inc.
Attn: Hsiung Marler		ATTN: Brian Obery, President
401 N. Morton, Suite 250		P.O. Box 296
Bloomington, Indiana 47402		Clear Creek, Indiana 47426

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**GREEN DRAGON LAWN CARE, INC**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

\_\_\_\_\_  
Brian Obery, 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:

See separate 2022 REQUEST FOR QUOTES, MOWING AND TRIMMING SERVICES FOR SWITCHYARD PARK

## **EXHIBIT B**

### **“Project Schedule”**

See separate 2022 REQUEST FOR QUOTES, MOWING AND TRIMMING SERVICES FOR SWITCHYARD PARK

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.

**Green Dragon Lawncare, 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 \_\_\_\_\_, 2022.

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

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



## STAFF REPORT

Agenda Item: C-8

Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull, Division Director Sports  
**DATE:** March 22, 2022  
**SUBJECT:** REVIEW/APPROVAL OF BEVERAGE QUOTES FOR 2022, 2023, 2024

### **Recommendation**

Staff recommends approval of Pepsico for the beverage provider for Bloomington Parks and Recreation for the years 2022, 2023, 2024.

### **Background**

The two beverage providers have been our suppliers from time to time. Coca-Cola 2007-09, Pepsico 2010-2015, and back to Coca-Cola 2016-21.

Quotes were received from both companies over the three year period. They do not guarantee prices past one year, but promise a cap increase or an equitable inflation increase. The two quotes were quite different with a projected \$10,000 net savings to the Department if approving Pepsico brands.

The analysis begins with historical volume sales. This number obviously depends on customer traffic, the number of events, weather, and a confluence of other factors. We have found that brand preference is a rather small variable. If the beverage is in stock, it is cold, and the weather is hot; it will sell.

The projected volumes are plugged into the quoted prices and a projected cost of goods sold is determined. Then any cash sponsorships, per case rebates, and full-service commissions on vending are added back to the cost of goods sold.

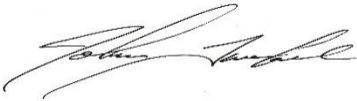


The main cost of goods sold categories are: 20 oz. carbonated beverages (for example Coke or Pepsi), athletic drinks, fountain bag in the box, water, and vending of 20 oz. beverages.

The projected cost of goods sold was nearly even at about \$31,000 annually. The sponsorships, rebates, and commission rates on vending are what amounted to an estimated \$10,000 advantage per year (\$30,000 for the life of the quotes) with PepsiCo. PepsiCo offers \$7,500 annual cash sponsorship to Coke's \$4,000; \$2 case rebate for every case sold to Coke's none, and vending commission of 25% to Coke's 10%.

Here is some general information on the beverage business. PepsiCo's leading brands are Mountain Dew, Dr. Pepper, Pepsi, and Gatorade. Mountain Dew is overwhelming the #1 seller in southern Indiana. Gatorade is very dominate in the sports drink category. Coca-Cola's leading brands are Coke, Diet Coke, Sprite, and Powerade. Covid has really affected the service response and employee count of both beverage providers. We are not expecting the service levels to be what they used to be five to ten years ago and response levels are not impressive. They have both reduced staff, went to call centers for ordering, instituted union restrictions in delivery, and generally cut corners at every opportunity.

**RESPECTFULLY SUBMITTED,**



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John Turnbull, Division Director Sports



## STAFF REPORT

Agenda Item: C-9

Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull, Division Director Sports  
**DATE:** March 22, 2022  
**SUBJECT:** REVIEW/APPROVAL OF SERVICE AGREEMENT WITH DEEM LLC

### **Recommendation**

Staff recommends approval of this service agreement. Expense lines 200-18-182500-52340; 200-18-182500-53610 with Frank Southern Ice Arena not to exceed \$10,000.

### **Background**

Contractor will repair, adjust, and/or replace mechanical, electrical, and plumbing equipment at the ice arena on an as needed basis. DEEM Inc. is a specialty contractor that deals with screw compressors and anhydrous ammonia. They have been servicing the compressors for many years with reliable quality.

**RESPECTFULLY SUBMITTED,**

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

John Turnbull, Division Director Sports

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
DEEM LLC, Vendor #4902**

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

**Article 1. Scope of Services** Consultant shall provide the Services: Consultant will perform compressor related maintenance including startup and shutdown service at City park properties and facilities ("Services") at an hourly rate of One Hundred Twenty dollars (\$120.00) per hour, with a minimum of one (1) hour charge plus materials for Services Monday-Friday 7:00am to 4:00pm. For Services at all other times—excluding holidays—an after-hours rate of One Hundred Eighty dollars (\$180.00), with a minimum of one (1) hour charge plus materials will be in effect. For Services on holidays the rate will be Two Hundred Forty dollars (\$240.00) per hour. For every service date there will be a Seventy Dollar (\$70.00) Truck Charge. 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 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 Ten Thousand (\$10,000.00). 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. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below: Department: City of Bloomington, ATTN: Hsiung Marler for Frank Southern Ice Arena, Switchyard Park, or Twin Lakes Sports Park; Aaron Craig for Lower Cascades Golf Course; Dee Tuttle for Bryan Park Pool, Mills Pool, Winslow Sports Park, or Olcott Park; Daren Eads for Twin Lakes Recreation Center; 401 N. Morton, Bloomington, Suite 250, IN 47404. Consultant: Deem LLC, 6831 East 32nd Street, Ste 200, Indianapolis, IN 46226. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and 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**

**Deem LLC**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

\_\_\_\_\_  
Kim Milburn, CFO

**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.

DEEM, LLC

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

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

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

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

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



## STAFF REPORT

Agenda Item: C-10  
Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Daren Eads, Facility Coordinator  
**DATE:** March 22, 2022  
**SUBJECT:** REVIEW/APPROVAL OF COMMERCIAL SERVICE OF BLOOMINGTON, INC  
HVAC EQUIPMENT MAINTENANCE AGREEMENT

### Recommendation

Staff recommends the approval of the Commercial Service HVAC preventive maintenance service agreement for the Twin Lakes Recreation Center. Non-Reverting 201-18-185000-53610 budget line will be used to pay for these services.

### Background

Three quotes were received from local companies. Heflin Industries year one \$7,948; Commercial Service \$9,042.68; HFI \$9,000. After reviewing all three proposals, staff made the recommendation to go with Commercial Service for a variety of reasons. Commercial Service has successfully serviced the systems at TLRC that are this complex. The three quotes were very similar in price and Heflin Industries proposed a two year agreement with an escalation in the second year. HFI was the prior year service vendor and we would recommend trying another company at this time.

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

**RESPECTFULLY SUBMITTED,**

Sports Facility Coordinator

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
COMMERCIAL SERVICE OF BLOOMINGTON, INC  
FOR  
TWIN LAKES RECREATION CENTER  
COMMERCIAL HVAC PLANNED EQUIPMENT MAINTENANCE AGREEMENT**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022\_\_, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Commercial Service of Bloomington, INC (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to have HVAC equipment serviced at the Twin Lakes Recreation Center; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform HVAC preventive maintenance at the Twin Lakes Recreation Center (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 Daren Eads, Facility Coordinator as the Department’s Project Manager.

**Article 2. Standard of Care**

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



**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nine Thousand Forty-Two dollars and Sixty-Eight cents (\$9,042.68). Invoices will be sent via first class mail postage prepaid or via email following each quarterly visit. 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:

Daren Eads  
City of Bloomington  
Parks & Recreation  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404  
[eadsd@bloomington.in.gov](mailto:eadsd@bloomington.in.gov)

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

#### **Article 15. Conflict of Interest**

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

#### **Article 16. Waiver**

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

#### **Article 17. Severability**

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

#### **Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:****Contractor:**

City of Bloomington	Commercial Service, INC
Attn: Daren Eads	Mindy Query
401 N. Morton, Suite 250	P.O. Box 91
Bloomington, Indiana 47404	Bloomington, Indiana 47402-0091

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****COMMERCIAL SERVICE, INC**

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Beth Cate, Corporation Counsel

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Mindy Query, Commercial Contract Manager

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Paula McDevitt, Director  
Parks and Recreation Department

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Kathleen Mills, President,  
Board of Park Commissioners

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

- Perform scheduled maintenance and inspection as outlined in this Agreement on a Quarterly basis.
- Scheduled maintenance and inspection shall be on only equipment listed in Exhibit “B”.
- Furnish Customer with a written report of each inspection and of any conditions which require repairs or corrective action. If authorized by the Customer, Commercial Service will make the needed repairs at the Customer service rate listed in the Agreement.
- Perform scheduled maintenance and inspection functions as a part of the Agreement

## **EXHIBIT B**

### **“Project Schedule”**

**Maintenance Schedule:** CSB will plan service at the following times:

Full preventive maintenance with filter changes in the Spring & Fall (see below)

Filter change & inspect condenser coils (recommend cleaning in needed) in Summer

Filter change & belt replacement on exhausters in Winter

#### **Spring — Cooling PM**

##### *Performance Testing*

Gauge check of refrigerant level

Inspect for refrigerant leaks

Verification of superheat and sub-cooling

Cycle/test operation of air conditioner

Measure temperature drop across the evaporator coil

Condenser Motor

Check motor for wear and lubricate bearings as required

Check amperage, compressor contactor, and amp draw across compressor

Ensure proper airflow

Replace pleated filters

##### *Visual Inspection*

Outdoor condenser coil

Wash debris and dirt from unit

(If splitting of condenser coil is required for cleaning, an additional fee will be invoiced separately)

Indoor evaporator coil (if accessible)

Blower wheel(s) and assembly

Check for wear and lubricate bearings as required

Fan blades

Check for fractures and wear

Safety Controls

Inspect and test for proper operation

##### *Electrical System*

Confirm electrical connections, controls, capacitors, wiring, contactors, and relays

Tighten and/or clean connections

Ensure operation of thermostat(s) a Check voltage drops and amp draws

##### *Condensate Removal System*

Inspect and clean condensate drain line from evaporator coil to drain

##### *Miscellaneous*

Provide detailed list of recommended repairs and actions

Provide suggestions for improved equipment operation, efficiency, and dependability

#### **Fall — Heating PM**

##### *Performance Testing*

Ensure proper ignition and inspect/clean flame signal and sensor

Cycle/test operation of furnace

Ensure proper temperature rise

Inspect heat exchanger

Check for cracks

Ensure proper operation of pressure switch

Ensure proper airflow  
Replace pleated filters

*Visual Inspection*

**Burners**

Inspect/clean and adjust for max efficiency  
Gas valves and pipes  
Inspect for gas leaks  
Blower wheel(s) and assembly  
Check for wear and lubricate bearings as needed/required  
Check belt(s), if present, and replace once a year  
Inspect flue and draft inducer

**Safety Controls**

Inspect and test for proper operation  
Carbon monoxide test for gas furnaces and package units

*Electrical System*

Confirm electrical connections, controls, capacitors, wiring, contactors, and relays  
Tighten and/or clean connections  
Ensure operation of thermostat(s)  
Check voltage drops and amp draws  
Amperage check  
Draft inducer motor, blower motor, and hot surface ignitor  
Ensure proper capacitor values

*Electric furnaces*

Inspect heating element and verify sequencer operation

*Miscellaneous*

Provide detailed list of recommended repairs and actions  
Provide suggestions for improved equipment operation, efficiency, and dependability



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\_\_\_\_.

**COMMERCIAL SERVICE OF BLOOMINGTON, INC.**

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

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

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

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

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



## STAFF REPORT

Agenda Item: C-12  
Date: 3/16/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Julie Ramey, Community Relations Manager  
**DATE:** March 22, 2022  
**SUBJECT:** APPROVAL OF UPDATED PARKS AND RECREATION MISSION AND VALUES

### **Recommendation**

Staff recommends approval of the updated Parks and Recreation Department Mission Statement, and the updated list of most important personal and professional Values that guide staff's everyday work:

*We equitably enrich community well-being by providing quality parks, trails, facilities, programs and services, and through the stewardship of natural spaces.*

#### *We Value:*

- Accountability
- Community
- Diversity
- Fun
- Inclusion
- Respect
- Service
- Stewardship

### **Background**

#### Mission Statement 1997-2021:

The Bloomington Parks and Recreation Department will provide essential services, facilities and programs necessary for the positive development and well-being of the community through the provision

of parks, greenways, trails and recreation facilities while working in cooperation with other service providers in the community in order to maximize all available resources.

- Values (first appear in the 2004 Annual Report)-2021:
  - Accountability
  - Diversity
  - Quality
  - Progressive
  - Respect
  - Responsive
  - Service
  - Stewardship

An organization's mission statement is an incredibly important navigation tool. Mission statements help employees see the meaning and purpose of their work by giving them clear reasons their jobs benefit a larger goal. Knowing the mission drives staff and leaders to prioritize what matters most to customers – the citizens of the City of Bloomington – and to direct energy and resources toward goals that focus on what the people of Bloomington want from their Parks and Recreation Department.

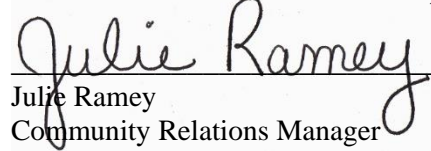
During the process of developing the Department 2021-25 Master Plan, plan consultants Troyer Group conducted numerous stakeholder interviews as well as a community-wide survey to collect input from citizens to guide the development of the Plan. Specific questions about the Mission Statement, last revised in 1997, revealed that focus groups saw the Mission Statement both as too broad, and lacking the Department's contemporary values of sustainability and social equity.

Troyer Group suggested an updated Mission Statement:

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

The entire Bloomington Parks and Recreation staff met for a retreat in November 2021, and offered their own feedback on Troyer Group's suggested mission. The edited version is presented to the Board of Park Commissioners today for final approval. A "values" exercise conducted with the staff identified a modified set of eight values that staff felt were personally and professionally most important to them, and staff also submits their highest values to the Board for review and approval.

**RESPECTFULLY SUBMITTED,**

  
Julie Ramey  
Community Relations Manager



## STAFF REPORT

Agenda Item: D-1

Date: 3/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** March 22, 2022  
**SUBJECT:** INFORMATION REGARDING DECLARATORY RESOLUTION NO. 22-02 OF THE PARK DISTRICT OF THE CITY OF BLOOMINGTON, INDIANA.

### Background

The Parks and Recreation Department is interested in selling park district bonds to fund longer-term capital improvement projects over the next five years. The proceeds of the Bonds will be used for park purposes throughout the City of Bloomington, Indiana Park District, in order to promote climate change preparedness and implement equity and quality of life for all, which projects and investments may be modified based on input from the Common Council of the City, and which, upon completion, are expected to generate revenue savings in amounts necessary to offset debt service on the Bonds.

Projects and improvements include:

- Construction of a pathway to connect Cascades Golf Course to Miller Showers Park (Phase 6)
- Addition of protected bicycle lanes along Covenanter Drive (from College Mall to Clarizz Blvd)
- Implementation of West 2nd Street modernization, including new signalization and protected bicycle lanes (from Walker Street to B-Line trail)
- Construction of North Dunn Street multiuse path (from the SR 45/46 Bypass to Old SR 37)
- Griffy Loop Trail dam crossing and community access improvements
- Replace missing sidewalk on Rogers St. by Switchyard Park.
- Replace various gas-powered equipment with electrically-powered equipment

The amount of the Park District Bonds, Series 2022 is not to exceed Five Million Eight Hundred Thousand Dollars (\$5,800,000) (the "Bonds") to finance the costs of the projects.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, reading "Paula McDevitt". The signature is fluid and cursive, with a long horizontal stroke at the end.

---

Paula McDevitt, Administrator

## **RESOLUTION NO. 22-02**

### **DECLARATORY RESOLUTION APPROVING PROJECTS OF THE PARK DISTRICT OF THE CITY OF BLOOMINGTON, INDIANA, AND MAKING A PRELIMINARY DECISION TO ISSUE BONDS TO FINANCE COSTS OF THE PROJECTS AND COSTS INCURRED IN CONNECTION WITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS**

**WHEREAS**, the City of Bloomington, Indiana (the “City”) has, by ordinance adopted pursuant to Indiana Code 36-10-4 (the “Act”), established the Board of Park Commissioners of the City (“Board”) through its Department of Parks and Recreation which has jurisdiction over the Park District of the City (the “District”); and

**WHEREAS**, pursuant to the Act, the Board has considered the issuance, in one or more series, of special taxing district bonds of the District, designated as “City of Bloomington, Indiana Park District Bonds, Series 2022,” together with such further or different series designation determined to be necessary or appropriate, in an aggregate principal amount not to exceed Five Million Eight Hundred Thousand Dollars (\$5,800,000) (the “Bonds”) to finance the costs of the projects described in Exhibit A hereto (collectively, the “Projects”), together with the expenses incurred in connection with or on account of the issuance of the Bonds to finance the Projects, all of which shall be included in and considered as part of the costs of the Projects; and

**WHEREAS**, the Board has caused general plans for the Projects to be prepared and has caused the maximum estimated costs of the Projects to be determined; and

**WHEREAS**, the Projects constitute park improvements under the Act and park purposes under Indiana Code 36-10-1;

NOW, THEREFORE, THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA RESOLVES THE FOLLOWING:

Section 1. The Board preliminarily finds that it is necessary for the public health and welfare and will be of public utility and benefit to proceed with the Projects.

Section 2. The Board hereby authorizes the President or Vice President of the Board to select the engineer for the Projects (the “Engineer”). The Board hereby directs the Engineer so selected to prepare preliminary plans and specifications and a more detailed estimate of the costs of the Projects, including costs of issuing the Bonds to finance the Projects, which in no event shall exceed Five Million Eight Hundred Thousand Dollars (\$5,800,000).

Section 3. For purposes of financing the costs of all or a portion of the Projects, the Board hereby makes a preliminary decision to issue the Bonds, in one or more series, in an aggregate principal amount not to exceed Five Million Eight Hundred Thousand Dollars (\$5,800,000), with a maximum term not to exceed six (6) years following the date of issuance of the first series of Bonds, and with a maximum interest rate not to exceed five percent (5%) per annum. The exact terms of the Bonds shall be set forth in a final bond resolution to be adopted by the Board.

Section 4. On April 26, 2022, at 4:00 p.m. (local time) in the Council Chambers at Bloomington City Hall, 401 North Morton Street, Bloomington, Indiana, the Board will meet and will receive and hear remonstrances from persons interested in or affected by such proceedings and will take final action to determine the public utility and benefit of the proposed Projects and will confirm, modify, or rescind this resolution (such public hearing, the “Confirmatory Resolution Public Hearing”). The Board hereby authorizes publication of a notice of the adoption and content of this resolution, including the Confirmatory Resolution Public Hearing scheduled for April 26, 2022, at 4:00 p.m. Notice shall be published one time in the Bloomington Herald-Times, at least ten days prior to the Confirmatory Resolution Public Hearing on April 26, 2022.

Section 5. On April 26, 2022, at 4:00 p.m. (local time) in the Council Chambers at Bloomington City Hall, 401 North Morton Street, Bloomington, Indiana, the Board will conduct a public hearing on the additional appropriation to be provided for out of the proceeds of the Bonds (such public hearing, the “Appropriation Public Hearing”). The Board hereby authorizes publication of a notice of the Appropriation Public Hearing. Notice shall be published one time in the Bloomington Herald-Times, at least ten days prior to the Appropriation Public Hearing on April 26, 2022.

Section 6. The officers and representatives of the District and any member of the Board are hereby authorized, empowered and directed, on behalf of the District, to take any other action as such individual deems necessary or desirable to effectuate the foregoing resolutions, and any actions heretofore made or taken be, and hereby are, ratified and approved.

Section 7. This resolution will be open to inspection by all persons interested in or affected by the Projects.

Section 8. This resolution shall be in full force and effect from and after its adoption.

[Signature Page Follows]



Passed and adopted by the Board of Park Commissioners of the City of Bloomington, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF PARK COMMISSIONERS OF  
THE CITY OF BLOOMINGTON, INDIANA

\_\_\_\_\_  
Kathleen Mills, President

\_\_\_\_\_  
Ellen Rodkey, Vice President

\_\_\_\_\_  
Israel Herrera

\_\_\_\_\_  
Jim Whitlatch

ATTEST:

\_\_\_\_\_  
Kim Clapp

## EXHIBIT A

The proceeds of the Bonds will be used to fund longer-term capital projects and investments for park purposes throughout the City of Bloomington, Indiana Park District, in order to promote climate change preparedness and implement equity and quality of life for all, which projects and investments may be modified based on input from the Common Council of the City, and which, upon completion, are expected to generate revenue savings in amounts necessary to offset debt service on the Bonds. Such potential projects and improvements include the following:

<u>Item</u>	<u>Min. Cost Estimate</u>	<u>Max. Cost Estimate</u>
Construction of a pathway to connect Cascades Golf Course to Miller Showers Park (Phase 6)	\$3,200,000	\$3,200,000
Addition of protected bicycle lanes along Covenanter Drive (from College Mall to Clarizz Blvd)	\$2,400,000	\$2,880,000
Implementation of West 2nd Street modernization, including new signalization and protected bicycle lanes (from Walker Street to B-Line trail)	\$1,500,000	\$1,500,000
Construction of North Dunn Street multiuse path (from the SR 45/46 Bypass to Old SR 37)	\$800,000	\$960,000
Grippy Loop Trail dam crossing and community access improvements	\$375,000	\$375,000
Replace missing sidewalk on Rogers St. by Switchyard Park	\$200,000	\$200,000
Replace various gas-powered equipment with electrically-powered equipment	\$25,000	\$25,000

The total costs of the Projects, including costs of issuing the Bonds to finance the Projects, shall in no event exceed Five Million Eight Hundred Thousand Dollars (\$5,800,000).



## STAFF REPORT

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

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Steve Cotter, Natural Resources Manager  
**DATE:** March 22, 2022  
**SUBJECT:** Griffy Lake Nature Preserve Ecology Reports

### **Recommendation**

These reports are for the information of the Board.

### **Background**

A Long-Range Use and Management Plan was created for the Griffy Lake Nature Preserve in 1984. The Plan was updated in 2008 with financial assistance from The City of Bloomington Utilities Dept. Since 2008 portions of plan have been updated on a more frequent basis. In 2021 Western EcoSystems Technology Inc. updated the amphibian, reptile and bird sections of the Master Plan and made management recommendations for those species. Ecologist Emily Stulik will share the highlights from the most recent Griffy Master Plan update.

Vegetation monitoring at Griffy is being done by Eco Logic LLC as part of the deer management program. Senior Ecologist, Kevin Tunesvick, will share his findings from 2021.

**RESPECTFULLY SUBMITTED,**

Steve Cotter, Natural Resources Manager