

**CITY OF BLOOMINGTON**  
Parks and Recreation

## **AGENDA**

City of Bloomington Board of Park Commissioners  
Regular Meeting: Tuesday, April 26, 2022 4:00 – 5:30pm

Council Chambers  
401 North Morton

### **CALL TO ORDER - ROLL CALL**

#### **A. CONSENT CALENDAR**

- A-1. Approval of Minutes of March 22, 2022
- A-2. Approval of Claims Submitted March 22, 2022 through April 25, 2022
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Review of Credit Card refund report
- A-6. Declaration of Surplus
- A-7. Approval of contract with Trees PLE, Inc. for treatment and pruning of trees in Switchyard Park
- A-8. Approval of contract with Tree Guy Inc. for treatment of declining Maple trees at City Hall
- A-9. Approval of partnership agreement with Mother Nature for Sare Rd roundabout landscaping
- A-10. Approval of contract with Baker Stone Work, Inc. for limestone blocks on Switchyard Park playground
- A-11. Approval of service agreement with Harrell-Fish, Inc. for HVAC maintenance and repairs at Banneker Community Center and Allison Jukebox Building
- A-12. Approval of partnership agreement with Lake Monroe Sailing Association
- A-13. Approval of partnership agreement with Special Olympics Monroe County
- A-14. Approval of partnership agreement with Monroe County Public Library

#### **B. PUBLIC HEARINGS/APPEARANCES**

- B-1. Bravo Award - Don Eggert, MC-IRIS (Julie Ramey)
- B-2. Parks Partner Award
- B-3. Staff Introduction/Recognition Emily Carrico, Health/Wellness Coordinator  
Emily Buuck, Community Relations Coordinator  
Cassia LeBron-Williams, Banneker Program/Facility Coordinator  
Brenda McGlothin, Customer Service Representative - Retirement

#### **C. OTHER BUSINESS**

- C-1. Review/Approval of Park Suspension Appeal (Paula McDevitt)
- C-2. Review/Approval of Tree Appeal for 1320 E First St. (Erin Hatch)
- C-3. Review/Approval of final authorization for Resolution 22-03 bond issuance for Park District Bond (Paula McDevitt)
- C-4. Review/Approval of contract with Bluestone Tree for tub grinding and disposal of wood waste generated by Urban Forestry (Erin Hatch)
- C-5. Review/Approval of partnership agreement with CanopyBloomington for youth Tree Tenders program (Erin Hatch)
- C-6. Review/Approval of contract with Urban Canopy Works for the development of a storm response plan (Erin Hatch)
- C-7. Review/Approval of contract with CarpetsPlus ColorTile for new carpet at Banneker Community Center (Leslie Brinson)
- C-8. Review/Approval of park policies update for Policy 1020 (Mission Statement), Policy 1030 (Mission, Philosophy's, Objectives), Policy 1080 (Management Values) (Leslie Brinson)
- C-9. Review/Approval of contract with Bruce Wilds Security for July 4<sup>th</sup> Parade, concerts, and other community events as needed (Bill Ream)

- |       |   |                 |
|-------|---|-----------------|
| C-10. | Review/approval of MOU with City of Bloomington Utilities regarding Berm 16 at Switchyard Park              | (Tim Street)    |
| C-11. | Review/approval of contract with E&B Paving for road resurfacing at Rose Hill Cemetery                      | (Barb Dunbar)   |
| C-12. | Review/approval of contract with White Buffalo Inc. for controlled deer hunt at Griffy Lake Nature Preserve | (Steve Cotter)  |
| C-13. | Review/Approval of service agreement with DEEM, LLC   | (Hsiung Marler) |

**D      REPORTS**

- |      |                         |   |                            |
|------|-------------------------|---|----------------------------|
| D-1. | Operation Division      | - | No Report                  |
| D-2. | Recreation Division     | - | No Report                  |
| D-3. | Sports Division         | - | No Report                  |
| D-4. | Administration Division | - | 2021 Annual Report - Draft |

**E.      PUBLIC COMMENT**

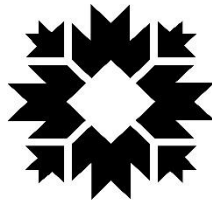
**ADJOURNMENT**

*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/88500648691?pwd=eVQ1VXVtUi9xUlhWZExBcE05c0ZMQT09>



**CITY OF BLOOMINGTON**  
Parks and Recreation

Board of Park Commissioners  
Meeting Minutes

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

Council Chambers  
401 N. Morton

**CALL TO ORDER - ROLL CALL**

The meeting was called to order by Kathleen Mills at 4:04 p.m.

Present: Kathleen Milles, Ellen Rodkey, Israel Herrera;

Absent: Jim Whitlatch

**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

*Ellen Rodkey* made a motion to approve the consent calendar A-1 through A-19. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

**B. PUBLIC HEARINGS/APPEARANCES**

**B-1. Bravo Award**

*Julie Ramey, Community Relations Manager* presented Melinda Seader with the March BRAVO award in recognition for her commitment to the Department's Leonard Springs Nature Days experiential environmental education program for sixth-grade students. Melinda Seader, owner of World Wide Automotive Service had been an event sponsor as well as a dedicated Leonard Springs Nature Day volunteer.

*Melinda Seader approached the podium* and thanked the Board and Department for the wonderful parks that are part of the community. She appreciated all that had been done, and hoped BPRD could look to the future, to have fulltime Naturalist that work all year round in parks facilities. Having started WonderLab, she knew that you have to start very young to make appreciation of nature be possible. As we all worked at being more sustainable and look at climate change, we could only further benefit all departments of the City by getting fulltime Naturalist that worked all year long. With Switchyard Park, BPRD now had the facilities for year round Naturalist. It didn't have to be considered just an outdoor thing people do in parks. There were lots of things going on, and we have

such a wonderful city. Volunteering is great, but just as Wonderlab grew from volunteering to paid staff, you have to make that commitment eventually to have fulltime people there to sing your praises, and BPRD certainly has a lot to sing praises about.

**Board Comments:** the Board thanked Melinda Seader for her complements to the department, and thanked her for being a sponsor as well as a volunteer.

## **B-2. Parks Partner Award - none**

## **B-3. Staff Introduction/Recognition John Turnbull, Sports Division Director**

Paula McDevitt, Director recognized John Turnbull, Sports Division Director and congratulated him on his upcoming retirement. Paula McDevitt read a Proclamation from Mayor Hamilton.

Whereas John Turnbull began his career with the City of Bloomington Parks and Recreation Department on January 3, 1989, as the Amateur Sports Coordinator, transitioning to Community Sport Coordinator in January 1996 and was promoted to Sports Service Division Director in December 1996.

John served as a project team member for the 1992 opening of Twin Lakes Sports Complex. Serving as the Assistant Tournament Director for the first national softball tournament held in 1993, and then becoming the Tournament Director in 2000.

John's financial acumen was vitally important for the success of various sports facilities, including completing the financial analysis, which let the purchase of the Twin Lakes Recreation Center through a revenue bond back in 2009.

John is also recognized for reviving activities at Frank Southern Center Ice Arena. He took a personal interest in developing youth hockey, and overseeing the necessary renovations at this facility from his experiences of growing up and playing hockey in Michigan. He coached the Hockey Initiation program for many years, introducing the sport of hockey to numerous youth in our community.

John was also responsible for capital improvement projects from tennis courts to pickle ball and basketball court renovations. Construction of the new Ridge 9 holes course at Cascades Golf Course back in 1999. The 2019 construction of the new pro shop and clubhouse at the golf course, and the installation of Zoysia turf on all 27 fairways completed in 2020.

John is also known for helping out wherever it is necessary. As a result, John has been seen over the years pulling weeds, repairing the tennis practice wall at Sherwood Oaks Park annually, and adjusting timers on tennis court lights and other maintenance at sports facilities to support his team.

John has been a valued member of the Bloomington Parks and Recreation team for 32 years, and he is responsible for creating opportunities for the Bloomington community to pursue sports recreation activities to last a lifetime.

Now therefore, I John Hamilton, Mayor of the City of Bloomington do hereby proclaim March 22, 2022 as John Turnbull Day.

**Board Comments:** Kathleen Mills commented she couldn't imagine a Parks Board meeting without John Turnbull and the details he had provided from the price of a softball, to tennis court resurfacing. Kathleen hadn't realized what all John had been involved in. A well-deserved retirement, but John would be missed. Israel Herrera commented: thanked John for his many years, his dedication, his work, and attention he had given to all of the facilities in the city had been outstanding. He thanked John, and hoped he enjoyed his retirement. Ellen Rodkey commented: John's retirement was well deserved. It had been 10 years since she had met John. While their time in Parks business did not overlap long, it had been a pleasure to have John and his service, and grateful for all that he had done for the department. She couldn't believe it had been 32 years, and congratulated John on his retirement. She marked her calendar, and the 22<sup>nd</sup> of each year would be John Turnbull Day.

## **C. OTHER BUSINESS**

### **C-1. Review/Approval of Contract with Harrell-Fish Inc. (HFI) at the Buskirk-Chumley Theater**

Mark Marotz, Operations Superintendent during a maintenance inspection at Buskirk Chumley Theater, it was discovered two exhaust fans were not functioning. Staff recommended approval of the contract with HFI. The



contractor would disconnect electrical, remove, and dispose of the two existing exhaust fans on Buskirk-Chumley Theater roof. Furnish and install two new exhaust fans. Complete start up and operation check of both fans. Total amount of project was not to exceed \$5,450, and would be funded through Operations General Fund.

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

#### **C-2. Review/Approval of Partnership Agreement with IU Health Bloomington**

*Becky Higgins, Recreation Division Director* Staff wished to continue the long running partnership with IU Health. The Agreement outlined a program partnership, which would 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 2022, more focus would be place on community health and wellness.

*Ellen Rodkey* made a motion to approve the partnership with IU Health Bloomington. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

#### **C-3. Review/Approval of Partnership Agreement with Plant Truck Program at Banneker Community Center (BBCC)**

*Becky Higgins, Recreation Division Director* Staff wished to continue the partnership with Plant a Truck Program. The Agreement outlined a program partnership, which would build a community through food, centering the BBCC as a Nutritional Hub. The goal of BPRD was to provide an opportunity to the Bloomington community and BBCC families to participate in a diverse farming, nutrition and cooking program, designed to introduce beginner, intermediate and advanced participants the ease of growing food, creating nutritious meals. Funding for the project would be from the NRPA Nutrition Hub Grant Account, in an amount not to exceed \$30,000.

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

#### **C-4. Review/Approval of Contract Addendum with E&B Paving for Griffy Loop Trail & Accessible Fishing Pier Change Order 2**

*Tim Street, Operations Development Operation Division Director*, in September 2021, the Department entered into an agreement with E& B Paving to construct the Griffy Lake Fishing Pier and Loop Trail. The existing roadway had failed in multiple locations, and BPRD wished to addend the Scope of Service of the original Agreement. The additional work would include the repair and resurface of the existing roadway along the Griffy Lake Causeway, from the north curve to and including the bridge. Both parties agreed to the changes. Cost of additional work was not to exceed \$38,940, and would be funded from the Bicentennial Bond Series B, 980-18- 18018B-54510. Staff recommended approval of the Addendum.

**Board Comments:** *Ellen Rodkey inquired:* if an addendum had been approved last month for the project. *Tim Street responded:* an addendum had been approved last month for the capstones on the wall. The numbers for the roadway repair had not been ready to present at that time.

*Ellen Rodkey* made a motion to approve the Addendum with E&B Paving. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

#### **C-5. Review/Approval of Contract Addendum with Marshall Security**

*Leslie Brinson, Community Events Manger*, in January 2022, BPRD and Marshall Security and Private Investigations entered into an Agreement for security services at Switchyard Park and other supplemental park patrol. Staff wished to addend the Scope of Service of the original Agreement. The additional service would include security services at Bloomington Farmers' Market. Both parties agreed to the changes. Additional charge was not to exceed \$8,050, and would be funded from the Farmers' Market non-reverting budget. Staff recommended approval of the Addendum.

**Board Comments:** *Kathleen Mills inquired:* if Bloomington Police Department had communicated they would not have officers available to assist at the Farmers' Market. *Leslie Brinson responded:* from past communication with BPD, staff were aware of BPD staffing issues. With the type of issues that needed to be handled at the Farmers' Market, Marshall Security would be sufficient. Since Marshall Security did not carry, they could be a better fit. *Israel Herrera inquired:* if at times there would be four conducting security services, two BPD Officers and two

Marshall Security staff. Leslie Brinson responded: Marshall Security would be used in place of BPD. Unless BPD were called upon for additional needed support.

*Ellen Rodkey* made a motion to approve the Addendum with Marshall Security. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

**C-6. Review/Approval of Contract with Harrell-Fish Inc. for Preventative Maintenance at Switchyard Park**

Hsiung Marler, General Manager Switchyard Park since the original construction warranties would be expiring, BPRD wished to establish a maintenance plan to efficiently and effectively maintain the facilities at Switchyard Park. The maintenance plan would include backflow inspections, Main Stage PM, Pavilion PM, Spray Pad Open/Close and Spray Pad Filters. Staff recommended approval of the contract with HFI, in an amount not to exceed \$17,572. Funding would be from the Switchyard Park General Fund.

**Board Comments:** *Kathleen Mills confirmed:* the agreement was due to warranties expiring. Hsiung Marler responded: Yes. A lot of these items required a deeper knowledge than staff had. It would be good for the long-term health of the park. *Israel Herrera inquired:* on the quotes received. Hsiung Marler responded: two quotes were received, with HFI being slightly higher. HFI had been a subcontractor at Switchyard Park, and had installed many of the systems, which gave them more knowledge of the systems. Staff felt it would be a benefit for the first year to have someone who had installed the systems. In the future that would not hold true.

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

**C-7. Review/Approval of Contract with Green Dragon Lawncare for Mowing Services at Switchyard Park**

Hsiung Marler, General Manager Switchyard Park due to the labor shortage and to prioritize staff time, BPRD wished to contract the mowing at Switchyard Park. The vendor would provide mowing and trimming services for approximately 15.6384 acres at Switchyard Park. Staff recommended approval of the contract with HFI. Funding would be from the Switchyard Park General Fund, and was not to exceed \$27,720.

**Board Comments:** *Kathleen Mills commented:* while BPD did some of the mowing, it could be cheaper to contract it out. Hsiung Marler responded: yes, and staff would still do small areas, parts that were difficult for Green Dragon to get to, or touch ups for events. It would not mean staff would never mow again, it would just take the bulk of the mowing off the BPR staff.

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

**C-8. Review/Approval of Purchase with Pepsico for the Beverage Provider at Department at Facilities.**

John Turnbull, Sports Division Director in order to receive a \$10,000 net saving, BPRD wished to change beverage provider from Coca-Cola to Pepsico. Quotes were received from both companies for a three year period. Prices were not guaranteed past one year, but promised a cap increase or an equitable inflation increase. While product cost were close, Pepsico offered \$7,500 cash sponsorship, \$2.00 rebate per case that were sold, and a 25% commission. Staff recommended approval of Pepsico being the beverage provider.

*Ellen Rodkey* made a motion to approve the contract with Pepsico, as the Beverage Provider. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

**C-9. Review/Approval of service agreement with DEEM, LLC for Frank Southern Center**

Item was removed from the agenda

**C-10. Review/Approval of Service Agreement with Commercial Service for Twin Lakes Recreation Center**

Daren Eads, Facility Coordinator PBRD wished to keep facilities in good working condition, and required the services of a professional contractor to perform HVAC preventive maintenance at the Twin Lakes Recreation Center. Staff recommended approval of the contact with Commercial Services. Funding would be from the Twin Lakes Recreation Center non-reverting budget, and was not to exceed \$9,043.

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

## **C-11. Review/Approval of Department Mission Statement and Values**

Julie Ramey, Community Relations Manager during the process of the Department 2021-25 Master Plan, plan consultants Troyer Group surveys revealed the Mission Statement was both too broad, and lacking the Department's contemporary values of sustainability and social equity. Troyer Group suggested an updated Mission Statement, which BPRD staff reviewed and edited to the following: *We equitably enrich community well-being by providing quality parks, trails, facilities, programs and services, and through the stewardship of natural spaces.* Staff also conducted a "values" exercise and identified the following modified set of values: *Accountability, Community, Diversity, Fun, Inclusion, Respect, Service and Stewardship.* Staff recommended approval of the updated Mission Statement and Values.

**Board Comments:** Kathleen Mills commented: it was good to see an updated Mission Statement that includes inclusivity, and also was nice to see fun.

*Ellen Rodkey* made a motion to approve the new Department Mission Statement and Values. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

## **D. REPORTS**

### **D-1. Administration Introduction of Parks General Obligation Bond Resolution**

Paula McDevitt, Director the Parks and Recreation Department was interested in selling park district bonds to fund longer-term capital improvement projects. The proceeds of the Bonds would be used for park purposes throughout the City of Bloomington, Indiana Park District, in order to promote climate changes, preparedness and implement equity and quality of life for all, which projects and investments may be modified based on input from Common Council of the City, and which, upon completion, are expected to generate revenue saving in amounts necessary to offset debt services on the Bonds. The amount of Park District Bonds, Series 2022 was not to exceed \$5,800,000 to finance the costs of projects.

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

Jeff Underwood, City Controller comments: tonight was to introduce the Declaratory Resolution that would start the process for the City and the Parks Board to authorize city staff to issue General Obligation Bonds. Last fall during the budget approval, the Mayor announced plans for go before the City Council and Parks Board for authorization to issue two five million dollar Obligation Bonds. That would be reissued twice over a 15 year period. They would be presented to the City Council on April 6<sup>th</sup>, and discussed on April 13<sup>th</sup>, with a vote taken on April 20<sup>th</sup>. Prior to that, the resolution would be presented to the Park Board, which essentially authorized staff to work with City Council, and then the resolution would come back to the Park Board to issue five million dollars of projects in General Obligation Debt.

There were two different types of bonds the City could issue, a General Obligation Debt and a Revenue Debt. A Revenue Debt, was not subject to any statutory limits, and was backed by any series of revenue that were going to be pledged. For Parks, a Revenue Bond had been issued for Twin Lakes Recreation Center, utilizing Parks revenue to repay. There were two General Obligation Bonds outstanding for the Parks Department, and those were backed and paid for by property tax rate. Hence the name General Obligation.

Under the legislation that was established for the Parks Board, there was no statutory limit on the amount of General Obligation debt that could be issued. The City did have one that was 2% of one-third of the assessed value of outstanding in the City. The resolution would authorize up to \$5,800,000, for a term not to exceed six years, and an interest rate of 5%. It was not anticipated to be more than near 5%. It was expected to be for five million dollars, to be used for project construction costs, then the issuance cost needed to be added, making the total amount of \$5,800,000. Once authorized, the bonds would be closed in the parameters that had been established.

Beth Cate, City Counsel comments: this would be a multi-step process. Tonight was to introduce the concept and the declaratory to the Board. The second step would be for the Park Board to meet and adopt the Declaratory Resolution for the projects, and the Preliminary Bond Resolution. The resolution contained language which talked about other steps in the process. Including the public hearing that would happen on April 26<sup>th</sup>. The resolution contained information regarding the specific projects. The bonds would be introduced to the Common Council on April 6<sup>th</sup>, Common Council would discuss the bonds on April 13<sup>th</sup>, and Common Council would vote on April 20<sup>th</sup>, then the bonds would go back to the Park Board on April 26<sup>th</sup>. Once approved the bonds would be put out for purchase.

Jeff Underwood comments: tonight was to provide information on the bonds and the process. No formal action would be required tonight. Any questions should be sent to Beth Cate, Paula McDevitt, or Jeff Underwood. The financial advisors would be attending the next meeting.

**Board Comments:** the Board thanked Jeff McMillian and Beth Cate for the information provided.

## **D-2 Operations Division Griffy Lake Nature Preserve Master Plan Update and Ecology Reports**

Steve Cotter introduced Emily Stulik, Ecologist

Emily Stulik presented Griffy Master Plan update.

1. A yearlong inventory was conducted at Griffy Lake Nature Preserve (GLNP) for reptiles, amphibians and birds
2. In order to record every species, multiple types of methods were used
3. 20 Covered boards (which creates a sheltered micro habitat) were placed around GLNP and monitored
4. Frogs were listened to at night, during the breeding season (each call is unique to each species)
5. Visual encounter surveys were taken
6. Three traps were placed in Griffy Lake, for capture and release of turtles
7. 26 different types of species were recorded of amphibians, reptiles, lizards, turtles and snakes
8. 2 of those species were listed as conservation concern by Indiana Department of Natural Resources
9. GLNP is provides suitable habitat for those two declining species, the Blanchard Crick Frog and the Eastern Box Turtle
10. 10 points around GLNP were selected for bird surveys
11. 103 unique birds were recorded
12. 10 are listed as birds of conservation concern, either in their region or by DNR
13. Out of the ten a few of the shore birds were using Griffy Lake as an important stop over habitat during the long migration to breeding grounds
14. There were declining forest species that were breeding or thought to be breeding in GLNP, like the Redheaded Woodpecker and Wood Thrush
15. Recommendation public education regarding road mortality, and the effects of dogs and cats and how the distress wildlife

Steve Cotter introduced Kevin Tunesvick, Eco Logic LLC

Kevin Tunesvick presented Griffy Vegetation Monitoring update.

1. Deer Browse
  - a. Hunts are resulting in improvements in the vigor of sensitive vegetation
  - b. Woody Plants are showing less browse resulting in better growth rates
  - c. Herbaceous indicator plants are increasing in height
  - d. Heavily favored woody species are being browsed less
2. Invasive Plants are another threat to Griffy Lake Nature Preserve
  - a. Invasive plants cause ecological harm
  - b. Hinder forest regeneration
  - c. Suppress the native shrub and herbaceous layers
  - d. Increase deer and tick populations
3. Develop and Invasive Plant Management Plan
  - a. Great efforts have been made by park staff, but they need scaled up
  - b. An invasive plant management plan will provide a multi-year coherent strategy to prioritize the problematic areas and reverse the upward trajectory of invasive plant coverage
  - c. Once woody invasive plant coverage has been eliminated through this multi-year effort, less work is required to maintain the woodlands in a high-quality state.

D-3. Recreation Division - no report

D-4. Sports Division - no report

**E. PUBLIC COMMENT**

**None**

*Paula McDevitt, Director stated:* a Special Meeting will be scheduled for next week, the next regular scheduled meeting will be held on Tuesday, April 26<sup>th</sup>.

**ADJOURNMENT**

Meeting adjourned at 5:12 p.m.



Board of Park Commissioners  
Meeting Minutes

Special Meeting: Wednesday, March 30, 2022  
5:00pm – 6:00pm

City Hall  
McCloskey Conference Room

**CALL TO ORDER - ROLL CALL**

Meeting was called to order by Kathleen Mills at 5:02

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

**A. OTHER BUSINESS**

**A-1. Review/Adoption of Resolution 22-02 Titled: Declaratory Resolution Approving Projects of the Park District of the City of Bloomington, Indiana, and Making 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**

Paula McDevitt, Director comments: the resolution was introduced to the Park Board at the March 22, 2022 Board meeting for information purposes. Tonight would be the first step in the process. The Board of Park Commissioners have the ability to Bond, and has been done so successfully in past years. Most recently the General Obligation Bond, and the 2018 Bicentennial Bond. The same process would be followed for this bond. The bond would essentially allow for completion of Capital Projects for the City. Parks had this bond process to do, and the City would also be following the same process in City Council under Public Works. There would be quite a comprehensive list of projects that had been discussed and prioritized, many departments had come together and collaborated.

Jeff Underwood, City Controller comments: the approval of the Resolution 22-02 would be the beginning of the process for the issuance of a General Obligation Bond under the Parks authority. Under the legislation that was established for the Parks Board, there was no statutory limit on the amount of General Obligation debt that could be issued. The City did have one. The resolution would authorize a bond up to \$5,800,000, for a term not to exceed six years, the goal would be to pay back in five years, with an interest rate of up to 5%, it was anticipated to be less than 5%. It was expected to be for five million dollars, and be used for project construction cost, then the issuance cost needed to be added, making the total amount of \$5,800,000. The goal would be to have projects that could be completed in the next five to six years. If the Declaratory Resolution was approved, it would then go to City Council, and then come back to the Park Board. The rate was anticipated to be 3.3 cents, and property tax backed. Once approved and issued, the Department of Local Government Finance (DLGF) would authorize a property tax rate to specifically repay the bond.

Beth Cate, City Counsel comments: The projects that we were seeking approval for bond payments for, were focused on achieving the City's climate and equity goals. After tonight, the Parks Bond and the Public Works Bond would be introduced at Common Council on April 6<sup>th</sup>. The bonds would be discussed at the Common Council on April 13<sup>th</sup>, and would be voted on April 20<sup>th</sup>. The Park bond would then come back to the Park Board for a Public Hearing, and for final vote. Then there would be a series of steps to get the bond issued.

Tim Street, Operations and Development Division Director Parks and Recreation, and Beth Rosenbarger, Community Service Planning Manager presented projects for the General Obligation Bond

**Beth Rosenbarger presented**

East Covenanter Protected Bike Lane: the goal would be to increase access for residents by improving E. Covenanter Drive by adding protected bicycle lanes, sidewalk improvements, and bust stop enhancements. The bicycle infrastructure creates active transportation and recreation options to increase access to parks. Latimer Woods and Southeast Park are the closest parks to residents living in the area. The census block has the highest

population density on the southeast side of town. People were more likely to use protected bike lanes, which physically separates vehicles from bikes. Estimated cost - \$2.6 – \$2.88 million to design and construct the project.

*N. Dunn Multi-Use Path:* the goal would be to design a multiuse path along Dunn Street from the 45/56 Bypass to Old State Road 37 in order to create a way for residents to access Griffy Lake Nature Preserve. Estimated cost – \$800,000 - \$900,000 for construction design. The intention was to create a project ready for possible state trails funding. Purchase of right of way would need to occur before project would be constructed.

*Tim Street, presented*

*Griffy Loop Dam Crossing:* the goal was to close the western end of the Griffy Loop trail with improvements to the dam that were value engineered out of the 2021-2022 bond project. There was a current grant request submitted for the project. Estimated cost - \$375,000 based on bids received in fall of 2021.

*Beth Rosenbarger presented*

*West 2<sup>nd</sup> Protected Bike Lane:* the goal is to construct safety, accessibility, and mobility improvements including protected bicycle lanes and new traffic signals to connect to the B-Line. Estimated cost - \$3,161,756 of federal funding has been awarded to pay for up to 80% of the construction and inspection costs. The City must provide 20% local match in addition to design and potential right of way costs. The total local portion necessary to leverage the federal funds is estimated to be \$1,500,000.

*Tim Street presented*

*Replace Gas Equipment,* the goal would be to replace handheld and other gas equipment used to maintain parks, trails, and cemeteries. In 2020 & 2021, Parks invested more than \$11,000 in battery-operated landscaping equipment. Battery-operated mowers had the potential to pay off their high purchase price in fuel savings in about a year. Cost - \$25,000 to accelerate efforts to replace gas equipment inventory.

*Replace Rogers St. Sidewalk:* the goal would be to replace approximately 250 feet of missing sidewalk along Rogers St. Includes culvert extensions on west fork of Clear Creek. Estimated cost - \$200,000. The design was already funded and in progress.

*Cascades Phase 6 Trail:* the goal is to create a path/trail connection from Millers Showers Park to Cascades Phase 5 Trail & beyond. Estimated cost – up to 3.2 million, including potential necessary infrastructure work.

**Park Board Comments:** *Kathleen Mills inquired:* the E. 7<sup>th</sup> Street protected bike lane had created issues for emergency vehicles and was confusing, would there be the same issues on the proposed protected bike lanes. The concern was the amount of traffic on 2<sup>nd</sup> Street. *Beth Rosenbarger responded:* the issue was with public transit, at that time they used what was thought to be the least possible lane width. The curb did come into play, as well as if it was a 2 way protected lane, or a one way lane on each side of the street. All of that would be taken into consideration when planning the protected bike lanes to prevent issues. We did not see it as a tradeoff, as the bicycles would be taken out of the flow of traffic, causing less times vehicles had to slow down. Slower traffic does not necessarily mean arriving later, the stopping and starting had more of an impact. *Kathleen Mills inquired:* on the process of purchasing right of way. *Beth Rosenbarger responded:* it would be for whatever amount of space that is not currently owned by the City that would needed for street or sidewalks. *Jim Whitlatch commented:* right of way would need to be purchased when there was not enough existing right of way to complete a project. Which was imminent domain, the property owner would be paid fair market value.

**Beth Cate presented a list of projects in priority order that would be presented to City Council**

<u>Item</u>	<u>Min. Cost Estimate</u>	<u>Max. Cost Estimate</u>
Replace various gas-powered equipment with electrically-powered equipment	\$25,000	\$25,000
Replace missing sidewalk on Rogers St. by Switchyard Park	\$200,000	\$200,000

Addition of protected bicycle lanes along Covenanter Drive (from College Mall to Clarizz Blvd)	\$2,400,000	\$2,880,000
Design and right-of-way for North Dunn Street multiuse path (from the SR 45/46 Bypass to Old SR 37)	\$800,000	\$960,000
Griffy Loop Trail dam crossing and community access improvements	\$375,000	\$375,000
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 a pathway to connect Lower Cascades Park to Miller Showers Park (Phase 6)	\$3,200,000	\$3,200,000

Beth Cate comments: the total amount of projects were over the \$5,800,000 of the bond. Only a certain bond amount would be approved to be put towards the chosen projects. The projects on the list would be prioritized by Park Board and City Counsel.

**Board Comments:** Jim Whitlatch inquired, on how the projects would be approved. Would the Park Board and Common Council have to approve and agree on what would be funded? Beth Cate responded: yes, what Common Council approves, would be sent back to the Park Board for final approval. They could change the order of prioritized projects or remove projects from the list. That would be what would come back to the Park Board for approval. Jim Whitlatch inquired: what if the Common Council and the Park Board had a difference of opinion in the priority. Bradley Bingham, Barnes & Thornburg, LLP responded: the Common Council had the final say. The process to issue bonds was: the Park Board acted first, then it had to be approved by the Common Council, and that would then come back to the Park Board. If there would be a fundamental disagreement, Common Council would have the final say. Their approval would be conditional on some items, such as size of bond, or scope of projects. Jim Whitlatch request: clarification on following statement in the staff report “*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*” Bradley Bingham responded: the first part, the Council would have input on projects and so forth. The second part, the projects and improvements being financed with the bond proceeds were expected to save the City money in other respects. The saving were not going to pay debt service, more of a benchmark or aspirational goal of what was being done. Buzz Krohn, O.W. Krohn & Associates, LLP commented: the total bond issued was kept under what was called the Controlled Project Debt Limit. \$5,800,000 of bonds could be issued without having to go to referendum. That was the reason not all eligible projects authorized on the list would be funded. That was the maximum set bond amount, and however many projects could be funded for that amount had to be on the list. That was the difference between the Controlled and Non Controlled bonds, and why there was a limit on the amount of bonds to be issued. Ellen Rodkey inquired: when would the current Park Bonds be paid off. Paula McDevitt responded: the current General Obligation Bonds that were started in 2016, were currently being finalized. The Bicentennial Bonds that were started in 2018, would be finished in 2023. Ellen Rodkey inquired: how often did Parks go through the bonding process. Paula McDevitt stated: there was no limit, and referred the question to Jeff Underwood. Jeff Underwood responded, there was no limit. The criteria was, if the funds were needed a General Obligation Debt could be done. The debt per capita burden was looked at, as well as what it would do to property tax rates. In the past, one large bond was issued and the rate and repayment would be for fifteen to twenty years, and then it would be renewed. That was similar to what was being proposed here. The five million would have a rate of 3.3 cents, and be paid off in five years, it could then be reauthorize and reissue and keep the same rate. It was less of an impact, but essentially the same criteria. It was decided to do three five year deals instead of one 15 year. Israel Herrera inquired, on the bus enhancement in the East Covenanter project. Beth Rosenberger responded: staff would work with transit on the project to improve the bus stops. A lot of stops did not have shelters or curb ramps. It would be helpful to have a slightly raised platform, which aids in faster bus loading and unloading. There would



be no new services, just improvements at bus stops that would be helpful for the riders as well as City Transit. Israel Herrera inquired: on the amount of gas powered equipment Parks currently had, and what would happen to the gas powered equipment that would be replaced. Tim Street responded: Parks currently had quite a bit of gas powered equipment. There were stationary mowers at many locations, and contractual mowing which currently there was no control over. BPRD would replace equipment as it aged out. \$25,000 would purchase approximately one new electric mower. Staff would know after one year how well an electric mower would work. Israel Herrera inquired: why was there a difference between the minimum and maximum on some items on the project list. Beth Rosenberger responded: due to the length of some projects, they could take up to three years, a design would need to be completed, then possible purchase of any right of ways, then construction. Paula McDevitt responded: some of the projects listed were shovel ready, and a good estimate of cost was known. Tim Street commented: currently, the cost of construction was very volatile and could change rapidly. Ellen Rodkey inquired: if the Common Council could reprioritize the list being presented tonight. Beth Cate responded: the list presented would be sent to Common Council and they could prioritize the list. Ellen Rodkey inquired: why Phase 6 of Lower Cascades was on the priority list and not Phase 4. Tim Street responded: Phase 4 was also on the list of bond possibilities, but after consultation with other departments and public input, Phase 6 was selected. Jim Whitlatch inquired: if tonight's task for the Park Board was to vote on Resolution 22-02. Paula McDevitt responded: correct, a vote would need to be taken.

Public comment was taken: Citizen supported North Dunn Street multi-use path.

**Board Comments:** Israel Herrera thanked the citizen for the comments and recommended they attend the City Council meetings.

Beth Cate recommended: when voting on the project list, vote on them in the order they were presented tonight, which was the order that would be going to the Common Council. The projects were all the same, but Exhibit A in the packet had recently been updated.

Jim Whitlatch made a motion to approve Resolution No. 22-02 with Exhibit A, being the exhibit that was present by Beth Cate, City Counsel, with modification to item four on the list, was for design only. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 4-0.

Paula McDevitt stated the next Park Board Meeting would be a Work Session scheduled on April 6<sup>th</sup> at 4:00 pm, and would be held in the Allison Conference Room in City Hall.

## **ADJOURNMENT**

The meeting was adjourned at 6:15 p.m.

## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/25/2022	Payroll				141,209.82
					<u>141,209.82</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 \$ 141,209.82

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 03/19/22 - 04/01/22

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	2252	18 SYP Marshall MSI Security (3/1/22-3/15/22)	Paid by EFT # 45841		03/22/2022	03/22/2022	04/01/2022		04/01/2022	7,245.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$7,245.00
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals							Invoice Transactions	1		\$7,245.00
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	1		\$7,245.00
Fund <b>176 - ARPA Local Fiscal Recvry (\$9512)</b> Totals							Invoice Transactions	1		\$7,245.00
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181000 - Administration</b>										
Account <b>52110 - Office Supplies</b>										
5099 - Office Three Sixty, INC	2214180	18- batteries, pens, pencils, post its, paper clips	Paid by EFT # 45856		03/22/2022	03/22/2022	04/01/2022		04/01/2022	114.43
5099 - Office Three Sixty, INC	2222315	18- document holder, hole punch, label tape	Paid by EFT # 45856		03/22/2022	03/22/2022	04/01/2022		04/01/2022	55.12
Account <b>52110 - Office Supplies</b> Totals							Invoice Transactions	2		\$169.55
Account <b>53160 - Instruction</b>										
54935 - Vermont Systems, INC	VS003068	18- Registration for RecTrac Symposium	Paid by EFT # 45897		03/22/2022	03/22/2022	04/01/2022		04/01/2022	500.00
Account <b>53160 - Instruction</b> Totals							Invoice Transactions	1		\$500.00
Account <b>53210 - Telephone</b>										
1079 - AT&T	849494855030922	18- Long Distance Charges February/March 22	Paid by Check # 75392		03/21/2022	03/21/2022	03/21/2022		03/22/2022	22.34
Account <b>53210 - Telephone</b> Totals							Invoice Transactions	1		\$22.34
Account <b>53990 - Other Services and Charges</b>										
6100 - Boxwood Technology, INC	3852388	18-Job Posting	Paid by EFT # 45769		03/22/2022	03/22/2022	04/01/2022		04/01/2022	124.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$124.00
Program <b>181000 - Administration</b> Totals							Invoice Transactions	5		\$815.89
Program <b>181100 - Marketing</b>										
Account <b>53310 - Printing</b>										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	38913	18-sailing camp brochure	Paid by EFT # 45744		03/22/2022	03/22/2022	04/01/2022		04/01/2022	73.01
Account <b>53310 - Printing</b> Totals							Invoice Transactions	1		\$73.01
Account <b>53320 - Advertising</b>										
6891 - Gatehouse Media Indiana Holdings	0004407832	18-February display advertising & legal notices	Paid by EFT # 45802		03/22/2022	03/22/2022	04/01/2022		04/01/2022	678.22



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Invoice Date Range 03/19/22 - 04/01/22

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>181100 - Marketing</b>										
Account <b>53320 - Advertising</b>										
7907 - I Saw A Film Today Oh Boy, INC (The Ryder)	1812PK 031422	18-Display advertising in The Ryder	Paid by EFT # 45816		03/22/2022	03/22/2022	04/01/2022		04/01/2022	575.00
Account <b>53320 - Advertising</b> Totals							Invoice Transactions	2		\$1,253.22
Program <b>181100 - Marketing</b> Totals							Invoice Transactions	3		\$1,326.23
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0322	18-Electric Charges February	Paid by Check # 75404		03/21/2022	03/21/2022	03/21/2022		03/22/2022	343.17
Account <b>53510 - Electrical Services</b> Totals							Invoice Transactions	1		\$343.17
Program <b>182001 - Aquatics - Bryan Pool</b> Totals							Invoice Transactions	1		\$343.17
Program <b>182002 - Aquatics - Mills Pool</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0322	18-Electric Charges February	Paid by Check # 75404		03/21/2022	03/21/2022	03/21/2022		03/22/2022	21.26
Account <b>53510 - Electrical Services</b> Totals							Invoice Transactions	1		\$21.26
Program <b>182002 - Aquatics - Mills Pool</b> Totals							Invoice Transactions	1		\$21.26
Program <b>182500 - Frank Southern Center</b>										
Account <b>52240 - Fuel and Oil</b>										
2708 - AmeriGas Propane, LP	3133561690	18-Propane for Zamboni	Paid by EFT # 45745		03/22/2022	03/22/2022	04/01/2022		04/01/2022	95.80
Account <b>52240 - Fuel and Oil</b> Totals							Invoice Transactions	1		\$95.80
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0322	18-Electric Charges February	Paid by Check # 75404		03/21/2022	03/21/2022	03/21/2022		03/22/2022	8,271.18
Account <b>53510 - Electrical Services</b> Totals							Invoice Transactions	1		\$8,271.18
Account <b>53910 - Dues and Subscriptions</b>										
4170 - Comcast Cable Communications, INC	1190548452031 322	18-Cable Service for FSC	Paid by Check # 75400		03/21/2022	03/21/2022	03/21/2022		03/22/2022	123.82
Account <b>53910 - Dues and Subscriptions</b> Totals							Invoice Transactions	1		\$123.82
Program <b>182500 - Frank Southern Center</b> Totals							Invoice Transactions	3		\$8,490.80
Program <b>183500 - Golf Services</b>										
Account <b>52210 - Institutional Supplies</b>										
5819 - Synchrony Bank	8600	18 - Industrial Supplies	Paid by Check # 75428		03/22/2022	03/22/2022	04/01/2022		04/01/2022	150.35
Account <b>52210 - Institutional Supplies</b> Totals							Invoice Transactions	1		\$150.35
Account <b>52220 - Agricultural Supplies</b>										
4458 - SiteOne Landscape Supply Holding, LLC	113811286-001	18 - Chemicals	Paid by EFT # 45877		03/22/2022	03/22/2022	04/01/2022		04/01/2022	1,133.25



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Invoice Date Range 03/19/22 - 04/01/22

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>52220 - Agricultural Supplies</b>										
4458 - SiteOne Landscape Supply Holding, LLC	113811327-001	18 - Chemicals	Paid by EFT # 45877		03/22/2022	03/22/2022	04/01/2022		04/01/2022	2,503.50
4458 - SiteOne Landscape Supply Holding, LLC	113811676-001	18 - Chemicals	Paid by EFT # 45877		03/22/2022	03/22/2022	04/01/2022		04/01/2022	4,176.02
Account <b>52220 - Agricultural Supplies</b> Totals									Invoice Transactions 3	\$7,812.77
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0322	18-Electric Charges February	Paid by Check # 75404		03/21/2022	03/21/2022	03/21/2022		03/22/2022	1,270.99
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$1,270.99
Account <b>53840 - Lease Payments</b>										
18844 - First Financial Bank, N.A.	00008453	18-Lease Payment	Paid by Check # 75413		03/22/2022	03/22/2022	04/01/2022		04/01/2022	14,993.94
Account <b>53840 - Lease Payments</b> Totals									Invoice Transactions 1	\$14,993.94
Account <b>53990 - Other Services and Charges</b>										
204 - State Of Indiana	62077	18-Background Checks 18 Seasonal Staff	Paid by Check # 75425		03/22/2022	03/22/2022	04/01/2022		04/01/2022	21.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$21.00
Program <b>183500 - Golf Services</b> Totals									Invoice Transactions 7	\$24,249.05
Program <b>184000 - Natural Resources</b>										
Account <b>52210 - Institutional Supplies</b>										
53442 - Paragon Micro, INC	S3355700	18-Ergonomic Keyboard	Paid by EFT # 45858		03/22/2022	03/22/2022	04/01/2022		04/01/2022	42.99
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 1	\$42.99
Account <b>52310 - Building Materials and Supplies</b>										
409 - Black Lumber Co. INC	501816	18-fascia for Leonard Springs	Paid by EFT # 45760		03/22/2022	03/22/2022	04/01/2022		04/01/2022	39.98
409 - Black Lumber Co. INC	500998	18-tgreated lumber for Leonard Springs	Paid by EFT # 45760		03/22/2022	03/22/2022	04/01/2022		04/01/2022	239.80
409 - Black Lumber Co. INC	501505	18-material for Leonard Springs	Paid by EFT # 45760		03/22/2022	03/22/2022	04/01/2022		04/01/2022	39.96
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 3	\$319.74
Account <b>52340 - Other Repairs and Maintenance</b>										
394 - Kleindorfer Hardware & Variety	703528	18-materials for Leonard Springs	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	154.13
Account <b>52340 - Other Repairs and Maintenance</b> Totals									Invoice Transactions 1	\$154.13
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0322	18-Electric Charges February	Paid by Check # 75404		03/21/2022	03/21/2022	03/21/2022		03/22/2022	34.72
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$34.72



# Board of Park Commissioners Claim Register

Invoice Date Range 03/19/22 - 04/01/22

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>184000 - Natural Resources</b>										
Account <b>53910 - Dues and Subscriptions</b>										
204 - State Of Indiana	62077	18-Background Checks 18 Seasonal Staff	Paid by Check # 75425		03/22/2022	03/22/2022	04/01/2022		04/01/2022	91.00
Account <b>53910 - Dues and Subscriptions</b> Totals								Invoice Transactions	1	\$91.00
Program <b>184000 - Natural Resources</b> Totals								Invoice Transactions	7	\$642.58
Program <b>184500 - Youth Services -Juke Box</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0322	18-Electric Charges February	Paid by Check # 75404		03/21/2022	03/21/2022	03/21/2022		03/22/2022	234.19
Account <b>53510 - Electrical Services</b> Totals								Invoice Transactions	1	\$234.19
Program <b>184500 - Youth Services -Juke Box</b> Totals								Invoice Transactions	1	\$234.19
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	699068	18-sand	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	35.00
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$35.00
Program <b>186500 - Community Events</b> Totals								Invoice Transactions	1	\$35.00
Program <b>186502 - Community Events-Gardens</b>										
Account <b>52420 - Other Supplies</b>										
409 - Black Lumber Co. INC	500835	18-grade stakes	Paid by EFT # 45760		03/22/2022	03/22/2022	04/01/2022		04/01/2022	39.98
2689 - Greendell Landscape Solutions, INC	0234471-IN	18- Bulk Garden Compost	Paid by EFT # 45806		03/22/2022	03/22/2022	04/01/2022		04/01/2022	660.45
394 - Kleindorfer Hardware & Variety	705893	18-community garden supplies: Sharpies, gloves	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	14.94
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	3	\$715.37
Program <b>186502 - Community Events-Gardens</b> Totals								Invoice Transactions	3	\$715.37
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	705819	18- TLSP Carpet Tape/Keys Rings/Keys	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	41.47
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$41.47
Account <b>52430 - Uniforms and Tools</b>										
798 - Winters Associates Promotional Products, INC	114115	18- TLSP FT- Staff Garment	Paid by EFT # 45901		03/22/2022	03/22/2022	04/01/2022		04/01/2022	114.37
Account <b>52430 - Uniforms and Tools</b> Totals								Invoice Transactions	1	\$114.37



# Board of Park Commissioners Claim Register

Invoice Date Range 03/19/22 - 04/01/22

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>187001 - Adult Sports-Softball</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0322	18-Electric Charges February	Paid by Check # 75404		03/21/2022	03/21/2022	03/21/2022		03/22/2022	2,159.71
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$2,159.71
Account <b>53730 - Machinery and Equipment Rental</b>										
6152 - K&S Rolloff, INC	57997	18 TLSP Rolloff Dumpster for Tree Island (Clean Fill)	Paid by EFT # 45830		03/22/2022	03/22/2022	04/01/2022		04/01/2022	375.00
6152 - K&S Rolloff, INC	57843	18 TLSP Rolloff Dumpsters for Tree Island Project	Paid by EFT # 45830		03/22/2022	03/22/2022	04/01/2022		04/01/2022	1,004.38
Account <b>53730 - Machinery and Equipment Rental</b> Totals									Invoice Transactions 2	\$1,379.38
Program <b>187001 - Adult Sports-Softball</b> Totals									Invoice Transactions 5	\$3,694.93
Program <b>187202 - Youth Sports-Winslow</b>										
Account <b>52310 - Building Materials and Supplies</b>										
394 - Kleindorfer Hardware & Variety	701129	18-Winslow Gate/Entrance Keys	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	6.00
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 1	\$6.00
Account <b>52340 - Other Repairs and Maintenance</b>										
394 - Kleindorfer Hardware & Variety	705777	18- Winslow Hardware- Shovel,Rain Gauge,Rags,Wrench/Gr ips,Ties	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	327.76
394 - Kleindorfer Hardware & Variety	703711	18- Winslow supplies- Duct Tape, Spray Nozzle, Mouse Trap, Knife	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	91.03
Account <b>52340 - Other Repairs and Maintenance</b> Totals									Invoice Transactions 2	\$418.79
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0322	18-Electric Charges February	Paid by Check # 75404		03/21/2022	03/21/2022	03/21/2022		03/22/2022	297.61
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$297.61
Program <b>187202 - Youth Sports-Winslow</b> Totals									Invoice Transactions 4	\$722.40
Program <b>187208 - Youth Sports-Olcott</b>										
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	699080	18-Clear Coat Paint for Skateparks	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	32.35
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$32.35



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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>187208 - Youth Sports-Olcott</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0322	18-Electric Charges February	Paid by Check # 75404		03/21/2022	03/21/2022	03/21/2022		03/22/2022	88.72
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$88.72
Program <b>187208 - Youth Sports-Olcott</b> Totals									Invoice Transactions 2	\$121.07
Program <b>187500 - Banneker</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	0287	18-BBCC-Snacks	Paid by Check # 75428		03/22/2022	03/22/2022	04/01/2022		04/01/2022	100.04
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$100.04
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0322	18-Electric Charges February	Paid by Check # 75404		03/21/2022	03/21/2022	03/21/2022		03/22/2022	518.90
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$518.90
Account <b>53610 - Building Repairs</b>										
392 - Koorsen Fire & Security, INC	5582684	18-BBCC-Alarm Work	Paid by EFT # 45837		03/22/2022	03/22/2022	04/01/2022		04/01/2022	245.00
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 1	\$245.00
Program <b>187500 - Banneker</b> Totals									Invoice Transactions 3	\$863.94
Program <b>189000 - Operations</b>										
Account <b>52210 - Institutional Supplies</b>										
9269 - Ferguson Facilities Supply, HP Products #3400	0426040	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 45799		03/22/2022	03/22/2022	04/01/2022		04/01/2022	740.49
8875 - The Hoosier Company, INC	14089	18-(1) gal Elephanat Snot graffiti removal product	Paid by EFT # 45890		03/22/2022	03/22/2022	04/01/2022		04/01/2022	110.00
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 2	\$850.49
Account <b>52230 - Garage and Motor Supplies</b>										
394 - Kleindorfer Hardware & Variety	703584	18-digital multimeter, 9V battery	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	31.48
394 - Kleindorfer Hardware & Variety	701252	18-RTV silicone	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	6.99
476 - Southern Indiana Parts, INC (Napa Auto Parts)	429550	18-Garage/shop & motor supplies	Paid by EFT # 45881		03/22/2022	03/22/2022	04/01/2022		04/01/2022	33.32
476 - Southern Indiana Parts, INC (Napa Auto Parts)	431037	18-buffer stick, rubber cement, universal cement	Paid by EFT # 45881		03/22/2022	03/22/2022	04/01/2022		04/01/2022	15.85
Account <b>52230 - Garage and Motor Supplies</b> Totals									Invoice Transactions 4	\$87.64





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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>										
394 - Kleindorfer Hardware & Variety	699275	18-PVC fittings for SYP spray pad	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	3.98
394 - Kleindorfer Hardware & Variety	701265	18-hardware for Mills Pool umbrellas	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	5.88
394 - Kleindorfer Hardware & Variety	703889	18-bolts and washers for TP Dispenser	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	16.30
394 - Kleindorfer Hardware & Variety	703963	18-materials to restock truck 808	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	55.56
365 - Rogers Group, INC	0713009740	18-Stone, 1/4-minus, sand for various locations throughout year	Paid by EFT # 45868		03/22/2022	03/22/2022	04/01/2022		04/01/2022	42.00
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 5	\$123.72
Account <b>52340 - Other Repairs and Maintenance</b>										
394 - Kleindorfer Hardware & Variety	699060	18-materials for use on mounting dispensers	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	27.05
Account <b>52340 - Other Repairs and Maintenance</b> Totals									Invoice Transactions 1	\$27.05
Account <b>52420 - Other Supplies</b>										
3054 - Sinclair Recreation, LLC (GameTime) PJI-0180118		18-3.5" post cap for RCA Playground climbing wall	Paid by EFT # 45875		03/22/2022	03/22/2022	04/01/2022		04/01/2022	57.58
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$57.58
Account <b>53110 - Engineering and Architectural</b>										
10 - Bledsoe Riggert Cooper & James INC	26142	18-Construction layout services for The WH&B Prk Plygrd	Paid by EFT # 45761		03/22/2022	03/22/2022	04/01/2022		04/01/2022	1,390.00
Account <b>53110 - Engineering and Architectural</b> Totals									Invoice Transactions 1	\$1,390.00
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0322	18-Electric Charges February	Paid by Check # 75404		03/21/2022	03/21/2022	03/21/2022		03/22/2022	2,783.10
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$2,783.10
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Aramark Uniform & Career Apparel Group, INC	408000020740	18-Uniform & mat cleaning services	Paid by EFT # 45748		03/22/2022	03/22/2022	04/01/2022		04/01/2022	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	408000021946	18-Uniform & mat cleaning services	Paid by EFT # 45748		03/22/2022	03/22/2022	04/01/2022		04/01/2022	16.70
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals									Invoice Transactions 2	\$33.40
Program <b>189000 - Operations</b> Totals									Invoice Transactions 17	\$5,352.98



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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>52310 - Building Materials and Supplies</b>										
4574 - John Deere Financial (Rural King)	40010	18 SYP Tool Hangers	Paid by Check # 75417		03/22/2022	03/22/2022	04/01/2022		04/01/2022	20.48
394 - Kleindorfer Hardware & Variety	703977	18 SYP Keys and Painting/Caulking Supplies	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	30.57
5819 - Synchrony Bank	753835985496	18 SYP flammable storage cabinet	Paid by EFT # 45886		03/22/2022	03/22/2022	04/01/2022		04/01/2022	1,164.40
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 3	\$1,215.45
Account <b>52420 - Other Supplies</b>										
51857 - Flex-Pac, INC	I316127-01	18 SYP MicroFiber Cleaning Cloths	Paid by Check # 75415		03/22/2022	03/22/2022	04/01/2022		04/01/2022	51.83
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$51.83
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	830037300100322	18-Electric Charges February	Paid by Check # 75404		03/21/2022	03/21/2022	03/21/2022		03/22/2022	2,811.56
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$2,811.56
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	37123-003033122	18-Water Sewer Charges March SYP	Paid by Check # 75398		03/21/2022	03/21/2022	03/21/2022		03/22/2022	1,071.83
Account <b>53530 - Water and Sewer</b> Totals									Invoice Transactions 1	\$1,071.83
Account <b>53950 - Landfill</b>										
908 - JB Salvage (Westside Auto Parts)	220301119300	18 SYP 8 Yard Dumpster - February	Paid by EFT # 45828		03/22/2022	03/22/2022	04/01/2022		04/01/2022	175.00
Account <b>53950 - Landfill</b> Totals									Invoice Transactions 1	\$175.00
Program <b>189006 - Switchyard Property</b> Totals									Invoice Transactions 7	\$5,325.67
Program <b>189500 - Landscaping</b>										
Account <b>52420 - Other Supplies</b>										
651 - Engraving & Stamp Center, INC	39221	18 - LAND nameplate for UGS WF office (Scot Sturrock)	Paid by EFT # 45795		03/22/2022	03/22/2022	04/01/2022		04/01/2022	27.28
394 - Kleindorfer Hardware & Variety	701016	18-rain suits, gloves	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	31.47
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 2	\$58.75
Program <b>189500 - Landscaping</b> Totals									Invoice Transactions 2	\$58.75
Program <b>189501 - Cemeteries</b>										
Account <b>52220 - Agricultural Supplies</b>										
394 - Kleindorfer Hardware & Variety	705394	18-50 lb bluegrass, straw	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	395.99
Account <b>52220 - Agricultural Supplies</b> Totals									Invoice Transactions 1	\$395.99



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189501 - Cemeteries</b>										
Account <b>52310 - Building Materials and Supplies</b>										
394 - Kleindorfer Hardware & Variety	701061	18-clorox bleach, 2 pc nozzle set	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	40.97
								Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice Transactions 1	\$40.97
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	705998	18-rain suits, earmuffs	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	39.97
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	\$39.97
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0322	18-Electric Charges February	Paid by Check # 75404		03/21/2022	03/21/2022	03/21/2022		03/22/2022	523.34
								Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1	\$523.34
								Program <b>189501 - Cemeteries</b> Totals	Invoice Transactions 4	\$1,000.27
Program <b>189503 - Urban Forestry</b>										
Account <b>52420 - Other Supplies</b>										
8096 - Sherrill INC (Sherrill Tree)	Inv-660068	18 - ANSI Z133 2017 Update Standards	Paid by EFT # 45873		03/22/2022	03/22/2022	04/01/2022		04/01/2022	54.54
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	\$54.54
								Program <b>189503 - Urban Forestry</b> Totals	Invoice Transactions 1	\$54.54
								Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions 77	\$54,068.09
								Fund <b>200 - Parks and Recreation Gen (S1301)</b> Totals	Invoice Transactions 77	\$54,068.09
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182501 - Frank Southern Center Concession</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	997649535793	18 - Ice show, t-shirts	Paid by EFT # 45886		03/22/2022	03/22/2022	04/01/2022		04/01/2022	110.97
5819 - Synchrony Bank	843653433457	18 - Ice show, paint sticks, animal heads	Paid by EFT # 45886		03/22/2022	03/22/2022	04/01/2022		04/01/2022	146.83
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2	\$257.80
								Program <b>182501 - Frank Southern Center Concession</b> Totals	Invoice Transactions 2	\$257.80
Program <b>183500 - Golf Services</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
38 - B & B Food Distributors, INC	319631	18-Concessions Supplies at the golf course	Paid by EFT # 45752		03/22/2022	03/22/2022	04/01/2022		04/01/2022	573.66
5819 - Synchrony Bank	1719	18 - Snack Bar items	Paid by Check # 75428		03/22/2022	03/22/2022	04/01/2022		04/01/2022	120.43
								Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice Transactions 2	\$694.09



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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>53910 - Dues and Subscriptions</b>										
7293 - Hoosier Hospitality Consulting, LLC	13675	18 - Cascades - ServSafe Class	Paid by EFT # 45814		03/22/2022	03/22/2022	04/01/2022		04/01/2022	168.25
Account <b>53910 - Dues and Subscriptions</b> Totals								Invoice Transactions 1		<u>\$168.25</u>
Program <b>183500 - Golf Services</b> Totals								Invoice Transactions 3		<u>\$862.34</u>
Program <b>183501 - Golf Course - Pro Shop</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4072 - Acushnet Company	912682456	18-Pro Shop Supplies	Paid by Check # 75406		03/22/2022	03/22/2022	04/01/2022		04/01/2022	4,510.01
4072 - Acushnet Company	912691124	18-Pro Shop Supplies	Paid by Check # 75406		03/22/2022	03/22/2022	04/01/2022		04/01/2022	41.97
4072 - Acushnet Company	912732379	18-Pro Shop Supplies	Paid by Check # 75406		03/22/2022	03/22/2022	04/01/2022		04/01/2022	125.02
4072 - Acushnet Company	912743672	18-Pro Shop Supplies	Paid by Check # 75406		03/22/2022	03/22/2022	04/01/2022		04/01/2022	29.33
4072 - Acushnet Company	912743847	18-Pro Shop Supplies	Paid by Check # 75406		03/22/2022	03/22/2022	04/01/2022		04/01/2022	1,260.38
4072 - Acushnet Company	912743848	18-Pro Shop Supplies	Paid by Check # 75406		03/22/2022	03/22/2022	04/01/2022		04/01/2022	132.28
4072 - Acushnet Company	912767863	18-Pro Shop Supplies	Paid by Check # 75406		03/22/2022	03/22/2022	04/01/2022		04/01/2022	132.37
4072 - Acushnet Company	912767864	18-Pro Shop Supplies	Paid by Check # 75406		03/22/2022	03/22/2022	04/01/2022		04/01/2022	470.79
4465 - Michael Allen (Tour Guide Golf)	209295	18 - Sunglasses & Tees	Paid by Check # 75407		03/22/2022	03/22/2022	04/01/2022		04/01/2022	444.63
53619 - Ping, INC	16034910	18 - Credit Memo	Paid by EFT # 45859		03/22/2022	03/22/2022	04/01/2022		04/01/2022	(30.00)
53619 - Ping, INC	16036591	18 - Credit Memo	Paid by EFT # 45859		03/22/2022	03/22/2022	04/01/2022		04/01/2022	(183.00)
53619 - Ping, INC	16129158	18 - Credit Memo	Paid by EFT # 45859		03/22/2022	03/22/2022	04/01/2022		04/01/2022	(1,001.90)
53619 - Ping, INC	16176426	18-Pro Shop Supplies	Paid by EFT # 45859		03/22/2022	03/22/2022	04/01/2022		04/01/2022	738.65
53619 - Ping, INC	16176432	18-Pro Shop Supplies	Paid by EFT # 45859		03/22/2022	03/22/2022	04/01/2022		04/01/2022	3,030.00
53619 - Ping, INC	16176433	18-Pro Shop Supplies	Paid by EFT # 45859		03/22/2022	03/22/2022	04/01/2022		04/01/2022	670.03



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<b>Fund 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>										
53619 - Ping, INC	16183513	18-Pro Shop Supplies	Paid by EFT # 45859		03/22/2022	03/22/2022	04/01/2022		04/01/2022	182.15
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals								Invoice Transactions	16	\$10,552.71
Program <b>183501 - Golf Course - Pro Shop</b> Totals								Invoice Transactions	16	\$10,552.71
Program <b>184000 - Natural Resources</b>										
Account <b>53990 - Other Services and Charges</b>										
121 - Eco Logic, LLC	4970	18-Griffy Lake Deer Browse Study	Paid by EFT # 45789		03/22/2022	03/22/2022	04/01/2022		04/01/2022	1,610.00
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$1,610.00
Program <b>184000 - Natural Resources</b> Totals								Invoice Transactions	1	\$1,610.00
Program <b>184501 - Youth Services-Kid City Camps</b>										
Account <b>52420 - Other Supplies</b>										
4549 - Kroger Limited Partnership I	024342	18-Kid City Spring Break Days Snacks	Paid by Check # 75418		03/22/2022	03/22/2022	04/01/2022		04/01/2022	17.13
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$17.13
Program <b>184501 - Youth Services-Kid City Camps</b> Totals								Invoice Transactions	1	\$17.13
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>43240 - Season Passes/Memberships</b>										
Joseph Badger	2022-00000319	18-Refunds	Paid by Check # 75430		03/22/2022	03/22/2022	04/01/2022		04/01/2022	450.00
Account <b>43240 - Season Passes/Memberships</b> Totals								Invoice Transactions	1	\$450.00
Account <b>52210 - Institutional Supplies</b>										
7663 - HB Warehouse LLC (Resource Services)	00045525	18 - TLRC Facility Institutional Supplies	Paid by EFT # 45810		03/22/2022	03/22/2022	04/01/2022		04/01/2022	1,466.96
Account <b>52210 - Institutional Supplies</b> Totals								Invoice Transactions	1	\$1,466.96
Account <b>52310 - Building Materials and Supplies</b>										
394 - Kleindorfer Hardware & Variety	701450	18-blue painters tape	Paid by EFT # 45836		03/22/2022	03/22/2022	04/01/2022		04/01/2022	37.96
Account <b>52310 - Building Materials and Supplies</b> Totals								Invoice Transactions	1	\$37.96
Account <b>52420 - Other Supplies</b>										
8073 - Bruce E Smith (Smitty's Upholstery LLC)	3/14/2022	18-TLRC-Weight Room Reupholstering	Paid by EFT # 45879		03/22/2022	03/22/2022	04/01/2022		04/01/2022	1,200.00
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$1,200.00
Account <b>52430 - Uniforms and Tools</b>										
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T95295	18 - TLRC - Future Stars T-Shirts	Paid by EFT # 45887		03/22/2022	03/22/2022	04/01/2022		04/01/2022	330.00
Account <b>52430 - Uniforms and Tools</b> Totals								Invoice Transactions	1	\$330.00



# Board of Park Commissioners Claim Register

Invoice Date Range 03/19/22 - 04/01/22

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>53510 - Electrical Services</b>										
223 - Duke Energy	83003730010 0322	18-Electric Charges February	Paid by Check # 75404		03/21/2022	03/21/2022	03/21/2022		03/22/2022	3,716.20
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$3,716.20
Account <b>53610 - Building Repairs</b>										
53657 - Plymate, INC	3081910	18 - TLRC Entry Mat Service	Paid by EFT # 45861		03/22/2022	03/22/2022	04/01/2022		04/01/2022	81.62
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 1	\$81.62
Account <b>53650 - Other Repairs</b>										
7663 - HB Warehouse LLC (Resource Services)	00045466	18 - TLRC Floor Machine Repair	Paid by EFT # 45810		03/22/2022	03/22/2022	04/01/2022		04/01/2022	231.53
Account <b>53650 - Other Repairs</b> Totals									Invoice Transactions 1	\$231.53
Account <b>53990 - Other Services and Charges</b>										
204 - State Of Indiana	62077	18-Background Checks 18 Seasonal Staff	Paid by Check # 75425		03/22/2022	03/22/2022	04/01/2022		04/01/2022	7.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$7.00
Program <b>185000 - Twin Lakes Recreation Center</b> Totals									Invoice Transactions 9	\$7,521.27
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
6161 - Morgan Ashley Banks	031022	18-TLRC Fitness Specialist	Paid by EFT # 45755		03/22/2022	03/22/2022	04/01/2022		04/01/2022	125.00
7276 - Kaitlyn Clementi	031722	18-TLRC Fitness Specialist	Paid by EFT # 45781		03/22/2022	03/22/2022	04/01/2022		04/01/2022	60.00
7978 - Elizabeth Lee	030922	18-TLRC Fitness Specialist	Paid by EFT # 45838		03/22/2022	03/22/2022	04/01/2022		04/01/2022	62.50
7086 - Rivkah L Moore	031122	18-TLRC Fitness Specialist	Paid by EFT # 45845		03/22/2022	03/22/2022	04/01/2022		04/01/2022	218.75
5007 - Emeline P O'Connor	031722	18-TLRC Fitness Specialist	Paid by EFT # 45853		03/22/2022	03/22/2022	04/01/2022		04/01/2022	187.50
1973 - Megan M Stark	031822	18-TLRC - Personal Training payment	Paid by EFT # 45883		03/22/2022	03/22/2022	04/01/2022		04/01/2022	510.00
7440 - William Tuttle	031222	18-TLRC Fitness Specialist	Paid by EFT # 45896		03/22/2022	03/22/2022	04/01/2022		04/01/2022	168.75
Account <b>53940 - Temporary Contractual Employee</b> Totals									Invoice Transactions 7	\$1,332.50
Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals									Invoice Transactions 7	\$1,332.50



# Board of Park Commissioners Claim Register

Invoice Date Range 03/19/22 - 04/01/22

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>185003 - TLRC-Basketball</b>										
Account <b>52420 - Other Supplies</b>										
5693 - PlayCore Wisconsin, INC (Power Systems PS, LLC)	8774613	18-TLRC - Weight room mats/barbell stand	Paid by EFT # 45860		03/22/2022	03/22/2022	04/01/2022		04/01/2022	59.32
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$59.32
Account <b>53940 - Temporary Contractual Employee</b>										
5519 - Jacob Box	031022	18-Basketball Official	Paid by EFT # 45768		03/22/2022	03/22/2022	04/01/2022		04/01/2022	250.00
7184 - Larry Branam	030822	18-Basketball Official	Paid by EFT # 45770		03/22/2022	03/22/2022	04/01/2022		04/01/2022	350.00
20105 - Brandon B Chambers	030922	18-Basketball Official	Paid by EFT # 45777		03/22/2022	03/22/2022	04/01/2022		04/01/2022	300.00
7147 - Keith E Crittenden	031022	18-Basketball Official	Paid by EFT # 45786		03/22/2022	03/22/2022	04/01/2022		04/01/2022	125.00
5923 - Brandon Ellis	030822	18-Basketball Official	Paid by EFT # 45792		03/22/2022	03/22/2022	04/01/2022		04/01/2022	175.00
5005 - Jon M Hillenburg	03032022	18-Basketball Official	Paid by EFT # 45813		03/22/2022	03/22/2022	04/01/2022		04/01/2022	225.00
8067 - Ian Tinsley	031022	18-Basketball Official	Paid by EFT # 45893		03/22/2022	03/22/2022	04/01/2022		04/01/2022	525.00
Account <b>53940 - Temporary Contractual Employee</b> Totals									Invoice Transactions 7	\$1,950.00
Program <b>185003 - TLRC-Basketball</b> Totals									Invoice Transactions 8	\$2,009.32
Program <b>185006 - TLRC-Concessions</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
5969 - Coca Cola Bottling CO. Consolidated	8870213516	18 - TLRC Concessions Products to Sell	Paid by EFT # 45783		03/22/2022	03/22/2022	04/01/2022		04/01/2022	945.14
4099 - Gold Medal Products CO.	168508	18 - TLRC Concession Item Sale	Paid by EFT # 45804		03/22/2022	03/22/2022	04/01/2022		04/01/2022	986.80
4099 - Gold Medal Products CO.	167879	18 - TLRC Concession Item Sale	Paid by EFT # 45804		03/22/2022	03/22/2022	04/01/2022		04/01/2022	569.72
5819 - Synchrony Bank	0330	18 - TLRC Concession Item	Paid by Check # 75428		03/22/2022	03/22/2022	04/01/2022		04/01/2022	1,113.51
5819 - Synchrony Bank	1206	18 - TLRC Concession Item Sale	Paid by Check # 75428		03/22/2022	03/22/2022	04/01/2022		04/01/2022	35.50
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals									Invoice Transactions 5	\$3,650.67
Program <b>185006 - TLRC-Concessions</b> Totals									Invoice Transactions 5	\$3,650.67
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
4798 - Fun Express, LLC	715449058-01	18 - Toys for Mad Paws Egg Hunt	Paid by EFT # 45801		03/22/2022	03/22/2022	04/01/2022		04/01/2022	93.94





# Board of Park Commissioners Claim Register

Invoice Date Range 03/19/22 - 04/01/22

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>										
4798 - Fun Express, LLC	715346669-01	18- Prizes for Pop-Up Programs	Paid by EFT # 45801		03/22/2022	03/22/2022	04/01/2022		04/01/2022	65.93
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2	\$159.87
								Program <b>186500 - Community Events</b> Totals	Invoice Transactions 2	\$159.87
Program <b>186502 - Community Events-Gardens</b>										
Account <b>52420 - Other Supplies</b>										
2689 - Greendell Landscape Solutions, INC	0234471-IN	18- Bulk Garden Compost	Paid by EFT # 45806		03/22/2022	03/22/2022	04/01/2022		04/01/2022	283.05
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	\$283.05
								Program <b>186502 - Community Events-Gardens</b> Totals	Invoice Transactions 1	\$283.05
Program <b>186503 - Community Events-Farmers' Market</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	82116-001 033122	18-Water Sewer Charges March FM	Paid by Check # 75398		03/21/2022	03/21/2022	03/21/2022		03/22/2022	10.98
								Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 1	\$10.98
								Program <b>186503 - Community Events-Farmers' Market</b> Totals	Invoice Transactions 1	\$10.98
Program <b>186506 - Performing Art Series</b>										
Account <b>52420 - Other Supplies</b>										
7907 - I Saw A Film Today Oh Boy, INC (The Ryder)	1812PK 03-14-21	18- Movie Licenses for Indiana Jones Trilogy & Beverly Hills Chi	Paid by EFT # 45816		03/22/2022	03/22/2022	04/01/2022		04/01/2022	795.00
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	\$795.00
								Program <b>186506 - Performing Art Series</b> Totals	Invoice Transactions 1	\$795.00
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>53990 - Other Services and Charges</b>										
204 - State Of Indiana	62077	18-Background Checks 18 Seasonal Staff	Paid by Check # 75425		03/22/2022	03/22/2022	04/01/2022		04/01/2022	7.00
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	\$7.00
								Program <b>187001 - Adult Sports-Softball</b> Totals	Invoice Transactions 1	\$7.00
Program <b>189006 - Switchyard Property</b>										
Account <b>43220 - Facility Rentals</b>										
Jefferson Freeman	2022-00000283	18-Refunds	Paid by Check # 75432		03/22/2022	03/22/2022	04/01/2022		04/01/2022	300.00
Roberta Sherman	2022-00000284	18-Refunds	Paid by Check # 75435		03/22/2022	03/22/2022	04/01/2022		04/01/2022	270.00
								Account <b>43220 - Facility Rentals</b> Totals	Invoice Transactions 2	\$570.00
								Program <b>189006 - Switchyard Property</b> Totals	Invoice Transactions 2	\$570.00





# Board of Park Commissioners Claim Register

Invoice Date Range 03/19/22 - 04/01/22

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> Totals							Invoice Transactions	60		\$29,639.64
Fund <b>201 - Parks and Rec Non Reverting</b> Totals							Invoice Transactions	60		\$29,639.64
<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>										
1537 - Indiana Door & Hardware Specialties, INC	7942AA	18-Delivery and Installation of (4) Griffy Doors	Paid by Check # 75416		03/22/2022	03/22/2022	04/01/2022		04/01/2022	3,000.00
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	1		\$3,000.00
Program <b>18016C - 2016 C BP GN OP PP SO 3rd WinSP</b> Totals							Invoice Transactions	1		\$3,000.00
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	1		\$3,000.00
Fund <b>977 - Parks 2016 GO Bond Proceeds</b> Totals							Invoice Transactions	1		\$3,000.00
<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	201019	18- Duke Power Line Trail Design	Paid by EFT # 45751		03/22/2022	03/22/2022	04/01/2022		04/01/2022	500.00
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	1		\$500.00
Program <b>18018A - 7th St Green Way, RCA Power Line</b> Totals							Invoice Transactions	1		\$500.00
Program <b>18018B - Griffy Loop Trail Lower Cascades</b>										
Account <b>54510 - Other Capital Outlays</b>										
3444 - Rundell Ernstberger Associates, INC	2021-1620-09	18- Construction Inspection for Cascades Trail and Streambank	Paid by EFT # 45869		03/22/2022	03/22/2022	04/01/2022		04/01/2022	5,196.57
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	1		\$5,196.57
Program <b>18018B - Griffy Loop Trail Lower Cascades</b> Totals							Invoice Transactions	1		\$5,196.57
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	2		\$5,696.57
Fund <b>980 - 2018 BicentennialBnd Prcd900030</b> Totals							Invoice Transactions	2		\$5,696.57
Grand Totals							Invoice Transactions	141		\$99,649.30

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
04/01/22	Claims				\$99,649.30
					\$99,649.30

**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

\$99,649.30

4/1/2022

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
4/8/2022	Payroll				157,184.37
					<u>157,184.37</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 \$ 157,184.37

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 04/02/22 - 04/15/22

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>										
50722 - Bloomington Bagel Co., INC	000240	18-(2) bxs coffee for seasonal staff training- 3/23/22	Paid by EFT # 45948		04/05/2022	04/05/2022	04/14/2022		04/14/2022	37.88
6330 - Marshall Security LLC	2263	18 SYP Marshall MSI Security (3/16/22-3/31/22)	Paid by EFT # 46035		04/05/2022	04/05/2022	04/14/2022		04/14/2022	7,728.00
5819 - Synchrony Bank	4033	18-5-pk Clorox wipes, (1) cs tri-fold paper twls, ziploc bags	Paid by Check # 75502		04/05/2022	04/05/2022	04/14/2022		04/14/2022	107.33
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	3	\$7,873.21
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals								Invoice Transactions	3	\$7,873.21
Department <b>18 - Parks &amp; Recreation</b> Totals								Invoice Transactions	3	\$7,873.21
Fund <b>176 - ARPA Local Fiscal Recvry (\$9512)</b> Totals								Invoice Transactions	3	\$7,873.21
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181000 - Administration</b>										
Account <b>52110 - Office Supplies</b>										
5099 - Office Three Sixty, INC	2227032	18- markers, tape, pencil pouches	Paid by EFT # 46045		04/05/2022	04/05/2022	04/14/2022		04/14/2022	41.99
5099 - Office Three Sixty, INC	2238355	18- pens, markers, wrist rest, usb drives, etc.	Paid by EFT # 46045		04/05/2022	04/05/2022	04/14/2022		04/14/2022	134.55
Account <b>52110 - Office Supplies</b> Totals								Invoice Transactions	2	\$176.54
Account <b>52420 - Other Supplies</b>										
8002 - Safeguard Business Systems, INC	034925440	18- Deposit Tickets	Paid by EFT # 46069		04/05/2022	04/05/2022	04/14/2022		04/14/2022	929.80
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$929.80
Account <b>53230 - Travel</b>										
3560 - First Financial Bank / Credit Cards	7226671390085 2	18-Airline Tickets to Vermont - Philbeck	Paid by Check # 75489		04/05/2022	04/05/2022	04/14/2022		04/14/2022	437.19
3560 - First Financial Bank / Credit Cards	7226671390085 2a	18-Airline Tickets to Vermont - Philbeck-cancellation protection	Paid by Check # 75489		04/05/2022	04/05/2022	04/14/2022		04/14/2022	31.70
Account <b>53230 - Travel</b> Totals								Invoice Transactions	2	\$468.89
Program <b>181000 - Administration</b> Totals								Invoice Transactions	5	\$1,575.23



# Board of Park Commissioners Claim Register

Invoice Date Range 04/02/22 - 04/15/22

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>181001 - Health &amp; Wellness</b>										
Account <b>52430 - Uniforms and Tools</b>										
11693 - The Award Center, INC	60968	18- Staff Name Tags	Paid by EFT # 46093		04/05/2022	04/05/2022	04/14/2022		04/14/2022	36.00
Account <b>52430 - Uniforms and Tools</b> Totals								Invoice Transactions	1	\$36.00
Program <b>181001 - Health &amp; Wellness</b> Totals								Invoice Transactions	1	\$36.00
Program <b>181100 - Marketing</b>										
Account <b>53230 - Travel</b>										
3560 - First Financial Bank / Credit Cards	0012412175745	18- March Charges Travel Exp - Ramey	Paid by Check # 75489		04/05/2022	04/05/2022	04/14/2022		04/14/2022	533.20
Account <b>53230 - Travel</b> Totals								Invoice Transactions	1	\$533.20
Account <b>53310 - Printing</b>										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	38953	18-April Kids Kraze (850)	Paid by EFT # 45927		04/05/2022	04/05/2022	04/14/2022		04/14/2022	284.05
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-54516	18-BLine Trail detour and OuterSpatial yard signs	Paid by EFT # 46062		04/05/2022	04/05/2022	04/14/2022		04/14/2022	175.41
Account <b>53310 - Printing</b> Totals								Invoice Transactions	2	\$459.46
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	INT220314-9632-5	18-/ Jotform Renewal silver yearly-Ramey	Paid by Check # 75489		04/05/2022	04/05/2022	04/14/2022		04/14/2022	390.00
3560 - First Financial Bank / Credit Cards	1770198	18-renew subscription to online pdf reader-3/16/22-3/16/23	Paid by Check # 75489		04/05/2022	04/05/2022	04/14/2022		04/14/2022	480.00
Account <b>53910 - Dues and Subscriptions</b> Totals								Invoice Transactions	2	\$870.00
Account <b>53990 - Other Services and Charges</b>										
129 - FedEx Office and Print Service, INC	021100043637	18-laminate Griffy Lake watercraft reservation poster	Paid by EFT # 45990		04/05/2022	04/05/2022	04/14/2022		04/14/2022	18.66
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$18.66
Program <b>181100 - Marketing</b> Totals								Invoice Transactions	6	\$1,881.32
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>53990 - Other Services and Charges</b>										
5185 - WhenToWork, INC	87197488-100-6-2	18 - Pool Employee Scheduling Program-6 months start 5/3/22	Paid by Check # 75504		04/05/2022	04/05/2022	04/14/2022		04/14/2022	78.00
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$78.00
Program <b>182001 - Aquatics - Bryan Pool</b> Totals								Invoice Transactions	1	\$78.00



# Board of Park Commissioners Claim Register

Invoice Date Range 04/02/22 - 04/15/22

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>182002 - Aquatics - Mills Pool</b>										
Account <b>52310 - Building Materials and Supplies</b>										
5415 - Allied Wholesale Electrical Supply, LLC	5706537	18 - Mills Pool plug, reducer, adapter	Paid by EFT # 45929		04/05/2022	04/05/2022	04/14/2022		04/14/2022	11.94
Account <b>52310 - Building Materials and Supplies</b> Totals								Invoice Transactions	1	\$11.94
Account <b>52340 - Other Repairs and Maintenance</b>										
394 - Kleindorfer Hardware & Variety	703611	18 - Mills Pool wire brush, sander	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022		04/14/2022	12.56
Account <b>52340 - Other Repairs and Maintenance</b> Totals								Invoice Transactions	1	\$12.56
Account <b>53990 - Other Services and Charges</b>										
5185 - WhenToWork, INC	87197488-100-6-2	18 - Pool Employee Scheduling Program-6 months start 5/3/22	Paid by Check # 75504		04/05/2022	04/05/2022	04/14/2022		04/14/2022	78.00
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$78.00
Program <b>182002 - Aquatics - Mills Pool</b> Totals								Invoice Transactions	3	\$102.50
Program <b>182500 - Frank Southern Center</b>										
Account <b>52240 - Fuel and Oil</b>										
2708 - AmeriGas Propane, LP	3134145351	18- FSC Propane for Zamboni 3/14/22	Paid by EFT # 45933		04/05/2022	04/05/2022	04/14/2022		04/14/2022	112.71
Account <b>52240 - Fuel and Oil</b> Totals								Invoice Transactions	1	\$112.71
Account <b>52340 - Other Repairs and Maintenance</b>										
54935 - Vermont Systems, INC	VS001501	18 - FSC cash drawer replacement	Paid by EFT # 46105		04/05/2022	04/05/2022	04/14/2022		04/14/2022	206.36
Account <b>52340 - Other Repairs and Maintenance</b> Totals								Invoice Transactions	1	\$206.36
Account <b>52430 - Uniforms and Tools</b>										
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T95191	18 - FSC Staff Shirts	Paid by EFT # 46090		04/05/2022	04/05/2022	04/14/2022		04/14/2022	346.00
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T95287	18 - FSC Staff Shirts	Paid by EFT # 46090		04/05/2022	04/05/2022	04/14/2022		04/14/2022	205.00
Account <b>52430 - Uniforms and Tools</b> Totals								Invoice Transactions	2	\$551.00
Account <b>53630 - Machinery and Equipment Repairs</b>										
4902 - DEEM, LLC	1009946	18 FSC March 8 Compressor Shutdown Work	Paid by EFT # 45980		04/05/2022	04/05/2022	04/14/2022		04/14/2022	1,767.20
Account <b>53630 - Machinery and Equipment Repairs</b> Totals								Invoice Transactions	1	\$1,767.20
Account <b>53920 - Laundry and Other Sanitation Services</b>										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5383	18 - FSC Bi weekly bathroom cleaning service-3/9/22	Paid by EFT # 45983		04/05/2022	04/05/2022	04/14/2022		04/14/2022	45.00
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals								Invoice Transactions	1	\$45.00
Program <b>182500 - Frank Southern Center</b> Totals								Invoice Transactions	6	\$2,682.27



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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>183500 - Golf Services</b>										
Account <b>52220 - Agricultural Supplies</b>										
4458 - SiteOne Landscape Supply Holding, LLC	116597724-001	18 - Chemicals-herbicide	Paid by EFT # 46077		04/05/2022	04/05/2022	04/14/2022		04/14/2022	1,064.35
Account <b>52220 - Agricultural Supplies</b> Totals Invoice Transactions 1										<u>\$1,064.35</u>
Account <b>53530 - Water and Sewer</b>										
199 - Monroe County Government	012-10350-01 21	18- Property Tax Golf Course/Stormwater-Spring/Fall 2021 taxes	Paid by Check # 75498		04/05/2022	04/05/2022	04/14/2022		04/14/2022	491.08
Account <b>53530 - Water and Sewer</b> Totals Invoice Transactions 1										<u>\$491.08</u>
Program <b>183500 - Golf Services</b> Totals Invoice Transactions 2										<u>\$1,555.43</u>
Program <b>184000 - Natural Resources</b>										
Account <b>52310 - Building Materials and Supplies</b>										
409 - Black Lumber Co. INC	502036	18-materials for Leonard Springs	Paid by EFT # 45945		04/05/2022	04/05/2022	04/14/2022		04/14/2022	19.99
409 - Black Lumber Co. INC	501971	18-treated lumber for Wapehani Bridge	Paid by EFT # 45945		04/05/2022	04/05/2022	04/14/2022		04/14/2022	10.99
1537 - Indiana Door & Hardware Specialties, INC	7972AA	18- (2) Door closers for Griffy Restrooms	Paid by Check # 75492		04/05/2022	04/05/2022	04/14/2022		04/14/2022	400.00
365 - Rogers Group, INC	0713009833	18-stone for Wapehani-#53 stone-2 cy-3/24/22	Paid by EFT # 46066		04/05/2022	04/05/2022	04/14/2022		04/14/2022	42.00
Account <b>52310 - Building Materials and Supplies</b> Totals Invoice Transactions 4										<u>\$472.98</u>
Account <b>52340 - Other Repairs and Maintenance</b>										
409 - Black Lumber Co. INC	502606	18-joist screw	Paid by EFT # 45945		04/05/2022	04/05/2022	04/14/2022		04/14/2022	14.99
394 - Kleindorfer Hardware & Variety	714687	18-Tee hinges, padlock	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022		04/14/2022	52.75
Account <b>52340 - Other Repairs and Maintenance</b> Totals Invoice Transactions 2										<u>\$67.74</u>
Account <b>52420 - Other Supplies</b>										
4574 - John Deere Financial (Rural King)	46745	18- Tarps, Bungee Cords, Volunteer Snacks-3/27/22	Paid by Check # 75495		04/05/2022	04/05/2022	04/14/2022		04/14/2022	64.89
394 - Kleindorfer Hardware & Variety	702373	18-Natural Resources Program Supplies - Miracle Grow, bird seed	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022		04/14/2022	23.47
5099 - Office Three Sixty, INC	2227032B1	18- Dry erase board	Paid by EFT # 46045		04/05/2022	04/05/2022	04/14/2022		04/14/2022	52.60
5819 - Synchrony Bank	539775337565	18-Amazon OPS-All Gender Restroom Identification Sign	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022		04/14/2022	91.80
Account <b>52420 - Other Supplies</b> Totals Invoice Transactions 4										<u>\$232.76</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>184000 - Natural Resources</b>										
Account <b>53920 - Laundry and Other Sanitation Services</b>										
4175 - The Stables Events, LLC (Izzy's Rentals)	15199	18-Griffy and Wapehani Restroom Service	Paid by EFT # 46095		04/05/2022	04/05/2022	04/14/2022		04/14/2022	115.00
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals									Invoice Transactions 1	<u>\$115.00</u>
Account <b>53990 - Other Services and Charges</b>										
199 - Monroe County Government	016-35440-00 21	18- Prop Tax Leonard Springs /Stormwater-Spring/Fall 2021 taxes	Paid by Check # 75498		04/05/2022	04/05/2022	04/14/2022		04/14/2022	173.50
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	<u>\$173.50</u>
Program <b>184000 - Natural Resources</b> Totals									Invoice Transactions 12	<u>\$1,061.98</u>
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	995939986439	18-CE-Canopy/ Sand bags/ Tape Strips	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022		04/14/2022	244.84
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	<u>\$244.84</u>
Program <b>186500 - Community Events</b> Totals									Invoice Transactions 1	<u>\$244.84</u>
Program <b>186502 - Community Events-Gardens</b>										
Account <b>52420 - Other Supplies</b>										
409 - Black Lumber Co. INC	502848	18-Community Garden Supplies	Paid by EFT # 45945		04/05/2022	04/05/2022	04/14/2022		04/14/2022	19.99
5819 - Synchrony Bank	875799983557	18- Agribon row cover	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022		04/14/2022	132.96
5819 - Synchrony Bank	939964799544	18-Gardens-galvanized wire	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022		04/14/2022	89.20
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 3	<u>\$242.15</u>
Program <b>186502 - Community Events-Gardens</b> Totals									Invoice Transactions 3	<u>\$242.15</u>
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>52230 - Garage and Motor Supplies</b>										
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL22115	18 TLSP Darin Plug, Oil Gasket, Oil	Paid by EFT # 46064		04/05/2022	04/05/2022	04/14/2022		04/14/2022	25.75
4461 - Tieman Tire Co, of Bloomington, INC	113837	18 TLSP (2) carlisle multi-track tires (for mower)	Paid by EFT # 46097		04/05/2022	04/05/2022	04/14/2022		04/14/2022	310.00
Account <b>52230 - Garage and Motor Supplies</b> Totals									Invoice Transactions 2	<u>\$335.75</u>
Account <b>52420 - Other Supplies</b>										
4072 - Acushnet Company	912843835	18 - Driving Range Balls	Paid by Check # 75479		04/05/2022	04/05/2022	04/14/2022		04/14/2022	5,096.00
394 - Kleindorfer Hardware & Variety	701224	18 TLSP Safety Glasses and Cable Ties	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022		04/14/2022	95.92





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Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	714568	18 TLSP nylon, misc hardware	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022		04/14/2022	7.01
4458 - SiteOne Landscape Supply Holding, LLC	116395436-0012	18 - Trash Cans (6)	Paid by EFT # 46077		04/05/2022	04/05/2022	04/14/2022		04/14/2022	1,122.00
4458 - SiteOne Landscape Supply Holding, LLC	116395436-0022	18 - Golf Course Supplies	Paid by EFT # 46077		04/05/2022	04/05/2022	04/14/2022		04/14/2022	1,783.11
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 5			\$8,104.04
Account <b>52430 - Uniforms and Tools</b>										
798 - Winters Associates Promotional Products, INC	114154	18- TLSP/Winslow/Olcott Site Supervisor Shirts	Paid by EFT # 46108		04/05/2022	04/05/2022	04/14/2022		04/14/2022	170.34
Account <b>52430 - Uniforms and Tools</b> Totals							Invoice Transactions 1			\$170.34
Program <b>187001 - Adult Sports-Softball</b> Totals							Invoice Transactions 8			\$8,610.13
Program <b>187202 - Youth Sports-Winslow</b>										
Account <b>52210 - Institutional Supplies</b>										
51857 - Flex-Pac, INC	I317478	18- Winslow-Institutional Supplies	Paid by Check # 75491		04/05/2022	04/05/2022	04/14/2022		04/14/2022	2,435.26
Account <b>52210 - Institutional Supplies</b> Totals							Invoice Transactions 1			\$2,435.26
Account <b>52340 - Other Repairs and Maintenance</b>										
394 - Kleindorfer Hardware & Variety	714774	18- Winslow Supplies- Zip Ties, Pikstik, Diagonal Pliers	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022		04/14/2022	231.32
Account <b>52340 - Other Repairs and Maintenance</b> Totals							Invoice Transactions 1			\$231.32
Account <b>52420 - Other Supplies</b>										
7722 - Indiana Field Supplies, LLC	2022-316	18- Winslow Diamond Dry and Field Products	Paid by EFT # 46010		04/05/2022	04/05/2022	04/14/2022		04/14/2022	2,227.32
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 1			\$2,227.32
Account <b>52430 - Uniforms and Tools</b>										
798 - Winters Associates Promotional Products, INC	114154	18- TLSP/Winslow/Olcott Site Supervisor Shirts	Paid by EFT # 46108		04/05/2022	04/05/2022	04/14/2022		04/14/2022	170.35
Account <b>52430 - Uniforms and Tools</b> Totals							Invoice Transactions 1			\$170.35
Account <b>53630 - Machinery and Equipment Repairs</b>										
6262 - Koenig Equipment, INC	P29533	18-Winslow- Oil Filter, Filter, Oil for Mowing Equipment	Paid by EFT # 46024		04/05/2022	04/05/2022	04/14/2022		04/14/2022	52.97
476 - Southern Indiana Parts, INC (Napa Auto Parts)	431970	18- Winslow- Mower Battery and Shims Battery Post	Paid by EFT # 46080		04/05/2022	04/05/2022	04/14/2022		04/14/2022	125.89



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187202 - Youth Sports-Winslow</b>										
Account <b>53630 - Machinery and Equipment Repairs</b>										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	432257	18- Winslow- Mower Battery- John Deere 1550	Paid by EFT # 46080		04/05/2022	04/05/2022	04/14/2022		04/14/2022	123.29
Account <b>53630 - Machinery and Equipment Repairs</b> Totals									Invoice Transactions 3	\$302.15
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-002904702	18-Landfill April Winslow	Paid by EFT # 46060		04/05/2022	04/05/2022	04/14/2022		04/14/2022	296.78
Account <b>53950 - Landfill</b> Totals									Invoice Transactions 1	\$296.78
Program <b>187202 - Youth Sports-Winslow</b> Totals									Invoice Transactions 8	\$5,663.18
Program <b>189000 - Operations</b>										
Account <b>52210 - Institutional Supplies</b>										
48 - Continental Research Corporation	0034571	18-(2) cs Right Now! graffiti product	Paid by EFT # 45973		04/05/2022	04/05/2022	04/14/2022		04/14/2022	476.00
313 - Fastenal Company	INBLM227323	18-Custodial supplies for shelters/restrooms	Paid by EFT # 45989		04/05/2022	04/05/2022	04/14/2022		04/14/2022	367.44
9269 - Ferguson Facilities Supply, HP Products #3400	0433273	18-Custodial supplies for shelters/restrooms	Paid by EFT # 45991		04/05/2022	04/05/2022	04/14/2022		04/14/2022	523.72
9269 - Ferguson Facilities Supply, HP Products #3400	0434519	18-Custodial supplies for shelters/restrooms	Paid by EFT # 45991		04/05/2022	04/05/2022	04/14/2022		04/14/2022	20.62
394 - Kleindorfer Hardware & Variety	712075	18-mop refill, trailer pin	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022		04/14/2022	67.42
394 - Kleindorfer Hardware & Variety	714692	18-wet floor sign, wire brushes	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022		04/14/2022	19.56
5819 - Synchrony Bank	4033	18-5-pk Clorox wipes, (1) cs tri-fold paper twls, ziploc bags	Paid by Check # 75502		04/05/2022	04/05/2022	04/14/2022		04/14/2022	59.44
5819 - Synchrony Bank	778343883356	18-5 layer disposable face mask	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022		04/14/2022	22.00
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 8	\$1,556.20
Account <b>52230 - Garage and Motor Supplies</b>										
394 - Kleindorfer Hardware & Variety	714795	18-2 bench grinders for the shop	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022		04/14/2022	133.98
Account <b>52230 - Garage and Motor Supplies</b> Totals									Invoice Transactions 1	\$133.98
Account <b>52310 - Building Materials and Supplies</b>										
32 - Cassidy Electrical Contractors, INC	27692	18-Labor to replace canopy lights & photocell @ WW's shelter	Paid by EFT # 45960		04/05/2022	04/05/2022	04/14/2022		04/14/2022	411.00



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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>										
1537 - Indiana Door & Hardware Specialties, INC	7972AA	18- (2) Door closers for Griffy Restrooms	Paid by Check # 75492		04/05/2022	04/05/2022	04/14/2022	04/14/2022		130.00
394 - Kleindorfer Hardware & Variety	712390	18-cable clamps for picnic tables at Griffy Lake	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022	04/14/2022		8.90
394 - Kleindorfer Hardware & Variety	699031	18-materials for landscape crew	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022	04/14/2022		18.72
394 - Kleindorfer Hardware & Variety	714594	18-drill bits to replace old bits for truck 808	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022	04/14/2022		196.99
394 - Kleindorfer Hardware & Variety	712077	18-post hole digger	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022	04/14/2022		56.99
394 - Kleindorfer Hardware & Variety	714926	18-concrete	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022	04/14/2022		18.00
365 - Rogers Group, INC	0071187441	18-rip rap for Olcott Park	Paid by EFT # 46066		04/05/2022	04/05/2022	04/14/2022	04/14/2022		63.08
365 - Rogers Group, INC	0713009832	18-stone rip/rap for Olcott Park	Paid by EFT # 46066		04/05/2022	04/05/2022	04/14/2022	04/14/2022		152.00
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 9	\$1,055.68
Account <b>52340 - Other Repairs and Maintenance</b>										
5415 - Allied Wholesale Electrical Supply, LLC	5710618	18-lamps, bulbs	Paid by EFT # 45929		04/05/2022	04/05/2022	04/14/2022	04/14/2022		302.44
4574 - John Deere Financial (Rural King)	48860	18-Misc irrigation parts for various locations- 4/4/22	Paid by Check # 75495		04/05/2022	04/05/2022	04/14/2022	04/14/2022		144.37
394 - Kleindorfer Hardware & Variety	714635	18-"I" Bolts for reserved signs at Shelters	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022	04/14/2022		13.08
394 - Kleindorfer Hardware & Variety	714662	18-washers and shut off valves	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022	04/14/2022		17.07
394 - Kleindorfer Hardware & Variety	715119	18-materials to install steering wheel @ Sherwood Oaks	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022	04/14/2022		9.00
394 - Kleindorfer Hardware & Variety	714753	18-sloan water closet, urinal repair	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022	04/14/2022		88.97
394 - Kleindorfer Hardware & Variety	703219	18-pad lock, spackle, putty knife	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022	04/14/2022		2.38
6262 - Koenig Equipment, INC	P29507	18-windshield kit for John Deere Gator	Paid by EFT # 46024		04/05/2022	04/05/2022	04/14/2022	04/14/2022		693.36
476 - Southern Indiana Parts, INC (Napa Auto Parts)	407345	18-fuses	Paid by EFT # 46080		04/05/2022	04/05/2022	04/14/2022	04/14/2022		4.32
Account <b>52340 - Other Repairs and Maintenance</b> Totals									Invoice Transactions 9	\$1,274.99



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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>52420 - Other Supplies</b>										
313 - Fastenal Company	INBLM227323	18-Custodial supplies for shelters/restrooms	Paid by EFT # 45989		04/05/2022	04/05/2022	04/14/2022		04/14/2022	14.00
4574 - John Deere Financial (Rural King)	53733	18-tote for supplies- 3/28/22	Paid by Check # 75495		04/05/2022	04/05/2022	04/14/2022		04/14/2022	12.99
394 - Kleindorfer Hardware & Variety	703219	18-pad lock, spackle, putty knife	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022		04/14/2022	8.98
394 - Kleindorfer Hardware & Variety	714692	18-wet floor sign, wire brushes	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022		04/14/2022	84.95
5819 - Synchrony Bank	888496594369	18-OPS Projector Screen	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022		04/14/2022	71.99
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 5	\$192.91
Account <b>52430 - Uniforms and Tools</b>										
394 - Kleindorfer Hardware & Variety	712198	18-(5) rain suits for Centerstone work crew (Parks)	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022		04/14/2022	74.56
Account <b>52430 - Uniforms and Tools</b> Totals									Invoice Transactions 1	\$74.56
Account <b>53110 - Engineering and Architectural</b>										
7059 - Eagle Ridge Civil Engineering Services, LLC	276-04	18-INDNR permit coordination for Sherwood Oaks Park- 3/18/22	Paid by EFT # 45982		04/05/2022	04/05/2022	04/14/2022		04/14/2022	1,936.40
Account <b>53110 - Engineering and Architectural</b> Totals									Invoice Transactions 1	\$1,936.40
Account <b>53530 - Water and Sewer</b>										
199 - Monroe County Government	014-04425-10 21	18- Property Tax Jackson Creek Trail-Spring/Fall 2021 taxes	Paid by Check # 75498		04/05/2022	04/05/2022	04/14/2022		04/14/2022	377.86
199 - Monroe County Government	012-07610-00 21	18- Property Tax Dog Park-Spring/Fall 2021 Taxes	Paid by Check # 75498		04/05/2022	04/05/2022	04/14/2022		04/14/2022	89.56
199 - Monroe County Government	014-01070-01 21	18- Property Tax Clearcreek-Spring/Fall 2021 taxes	Paid by Check # 75498		04/05/2022	04/05/2022	04/14/2022		04/14/2022	75.76
199 - Monroe County Government	014-01070-02 21	18-Property Tax Clearcreek/Stormwater-Spring/Fall 2021 taxes	Paid by Check # 75498		04/05/2022	04/05/2022	04/14/2022		04/14/2022	115.38
199 - Monroe County Government	014-07850-09 21	18- Property Tax Clearcreek Parking Lot-Spring/Fall 2021 taxes	Paid by Check # 75498		04/05/2022	04/05/2022	04/14/2022		04/14/2022	75.76
199 - Monroe County Government	014-07400-01 21	18- Property Tax Clearcreek/Stormwater-Spring/Fall 2021 taxes	Paid by Check # 75498		04/05/2022	04/05/2022	04/14/2022		04/14/2022	244.54
Account <b>53530 - Water and Sewer</b> Totals									Invoice Transactions 6	\$978.86



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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>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	0252409732040522	18-Natural Gas March Adams-343 S Adams-2/25-3/29/22	Paid by Check # 75493		04/05/2022	04/05/2022	04/14/2022		04/14/2022	155.21
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	<u>\$155.21</u>
Account <b>53650 - Other Repairs</b>										
32 - Cassidy Electrical Contractors, INC	27692	18-Labor to replace canopy lights & photocell @ WW's shelter	Paid by EFT # 45960		04/05/2022	04/05/2022	04/14/2022		04/14/2022	285.00
Account <b>53650 - Other Repairs</b> Totals									Invoice Transactions 1	<u>\$285.00</u>
Account <b>53920 - Laundry and Other Sanitation Services</b>										
4175 - The Stables Events, LLC (Izzy's Rentals)	15196	18-Cleaning & Pumping of port-a-lets @ (10) locations	Paid by EFT # 46095		04/05/2022	04/05/2022	04/14/2022		04/14/2022	116.25
4175 - The Stables Events, LLC (Izzy's Rentals)	15197	18-Cleaning & Pumping of port-a-lets @ (8) locations	Paid by EFT # 46095		04/05/2022	04/05/2022	04/14/2022		04/14/2022	640.00
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals									Invoice Transactions 2	<u>\$756.25</u>
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-002904701	18-Landfill March Ops	Paid by EFT # 46060		04/05/2022	04/05/2022	04/14/2022		04/14/2022	1,213.57
Account <b>53950 - Landfill</b> Totals									Invoice Transactions 1	<u>\$1,213.57</u>
Program <b>189000 - Operations</b> Totals									Invoice Transactions 45	<u>\$9,613.61</u>
Program <b>189006 - Switchyard Property</b>										
Account <b>52210 - Institutional Supplies</b>										
51857 - Flex-Pac, INC	I317787	18 SYP Institutional Supplies	Paid by Check # 75491		04/05/2022	04/05/2022	04/14/2022		04/14/2022	980.46
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 1	<u>\$980.46</u>
Account <b>52310 - Building Materials and Supplies</b>										
5819 - Synchrony Bank	897847678645	18 SYP (3) Woodford 34HFCH Vacuum Breaker Chrome	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022		04/14/2022	76.47
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 1	<u>\$76.47</u>
Account <b>52430 - Uniforms and Tools</b>										
798 - Winters Associates Promotional Products, INC	114157	18- SYP safety vests for Centerstone	Paid by EFT # 46108		04/05/2022	04/05/2022	04/14/2022		04/14/2022	130.63
Account <b>52430 - Uniforms and Tools</b> Totals									Invoice Transactions 1	<u>\$130.63</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 (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189006 - Switchyard Property</b>										
Account <b>53610 - Building Repairs</b>										
321 - Harrell Fish, INC (HFI)	W75691	18 SYP Spray Pad Filters	Paid by EFT # 45999		04/05/2022	04/05/2022	04/14/2022		04/14/2022	1,923.24
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 1	\$1,923.24
Account <b>53920 - Laundry and Other Sanitation Services</b>										
53657 - Plymate, INC	3083488	18- SYP Vestibule Rug Service 3/23/2022	Paid by EFT # 46054		04/05/2022	04/05/2022	04/14/2022		04/14/2022	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 5	\$3,225.13
Program <b>189500 - Landscaping</b>										
Account <b>52210 - Institutional Supplies</b>										
313 - Fastenal Company	INBLM227316	18- LAND work glove; 14 mil XLgloves (PPE); 20 trash pickers	Paid by EFT # 45989		04/05/2022	04/05/2022	04/14/2022		04/14/2022	222.75
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 1	\$222.75
Account <b>52220 - Agricultural Supplies</b>										
137 - Good Earth, LLC	20356	18 - LAND hardwood mulch for SYP (8)- 4/5/22	Paid by EFT # 45996		04/05/2022	04/05/2022	04/14/2022		04/14/2022	144.00
137 - Good Earth, LLC	20357	18 - LAND hardwood mulch for SYP (8)- 4/6/22	Paid by EFT # 45996		04/05/2022	04/05/2022	04/14/2022		04/14/2022	144.00
137 - Good Earth, LLC	20358	18 - LAND hardwood mulch for SYP (8)- 4/6/22	Paid by EFT # 45996		04/05/2022	04/05/2022	04/14/2022		04/14/2022	144.00
137 - Good Earth, LLC	20359	18 - LAND hardwood mulch for SYP (8)- 4/6/22	Paid by EFT # 45996		04/05/2022	04/05/2022	04/14/2022		04/14/2022	144.00
137 - Good Earth, LLC	20361	18 - LAND hardwood mulch for SYP (8)- 4/6/22	Paid by EFT # 45996		04/05/2022	04/05/2022	04/14/2022		04/14/2022	144.00
137 - Good Earth, LLC	20362	18 - LAND hardwood mulch for SYP (8)- 4/6/22	Paid by EFT # 45996		04/05/2022	04/05/2022	04/14/2022		04/14/2022	144.00
Account <b>52220 - Agricultural Supplies</b> Totals									Invoice Transactions 6	\$864.00
Account <b>52340 - Other Repairs and Maintenance</b>										
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290037944	18 - LAND wheelbarrow tire repair (new tube)	Paid by EFT # 45944		04/05/2022	04/05/2022	04/14/2022		04/14/2022	15.12
Account <b>52340 - Other Repairs and Maintenance</b> Totals									Invoice Transactions 1	\$15.12



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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 (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189500 - Landscaping</b>										
Account <b>52420 - Other Supplies</b>										
4660 - A.M. Leonard, INC	CI22014903	18- LAND UGS tools & supplies for Adopt-A-Greenspace volunteers	Paid by EFT # 45928		04/05/2022	04/05/2022	04/14/2022		04/14/2022	1,400.59
313 - Fastenal Company	INBLM227316	18- LAND work glove; 14 mil XLgloves (PPE); 20 trash pickers	Paid by EFT # 45989		04/05/2022	04/05/2022	04/14/2022		04/14/2022	556.54
394 - Kleindorfer Hardware & Variety	714614	18- LAND Misc supplies, baking soda, angle brooms	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022		04/14/2022	20.67
394 - Kleindorfer Hardware & Variety	699364	18-rain suits	Paid by EFT # 46023		04/05/2022	04/05/2022	04/14/2022		04/14/2022	105.33
5819 - Synchrony Bank	436796696338	18- Amazon Landscaping-Stanley lite organizer/ marker bottles	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022		04/14/2022	63.95
				Account <b>52420 - Other Supplies</b> Totals				Invoice Transactions	5	\$2,147.08
				Program <b>189500 - Landscaping</b> Totals				Invoice Transactions	13	\$3,248.95
Program <b>189501 - Cemeteries</b>										
Account <b>52230 - Garage and Motor Supplies</b>										
786 - Richard's Small Engine, INC	460594	18- CEM Hustler mower repair (parts and labor)	Paid by EFT # 46061		04/05/2022	04/05/2022	04/14/2022		04/14/2022	187.44
				Account <b>52230 - Garage and Motor Supplies</b> Totals				Invoice Transactions	1	\$187.44
Account <b>52340 - Other Repairs and Maintenance</b>										
3958 - Kenney Machinery LLC	X25713	18- CEM mower blades for Toro Groundsmaster 3260	Paid by EFT # 46022		04/05/2022	04/05/2022	04/14/2022		04/14/2022	118.73
				Account <b>52340 - Other Repairs and Maintenance</b> Totals				Invoice Transactions	1	\$118.73
Account <b>52420 - Other Supplies</b>										
786 - Richard's Small Engine, INC	460594	18- CEM Hustler mower repair (parts and labor)	Paid by EFT # 46061		04/05/2022	04/05/2022	04/14/2022		04/14/2022	1,904.72
				Account <b>52420 - Other Supplies</b> Totals				Invoice Transactions	1	\$1,904.72
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	283341	18-Forest Pest Management - Stoops	Paid by Check # 75489		04/05/2022	04/05/2022	04/14/2022		04/14/2022	55.00
3560 - First Financial Bank / Credit Cards	283348	18-Forest Pest Management - Sturrock	Paid by Check # 75489		04/05/2022	04/05/2022	04/14/2022		04/14/2022	55.00
				Account <b>53160 - Instruction</b> Totals				Invoice Transactions	2	\$110.00





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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189501 - Cemeteries</b>										
Account <b>53630 - Machinery and Equipment Repairs</b>										
786 - Richard's Small Engine, INC	460594	18- CEM Hustler mower repair (parts and labor)	Paid by EFT # 46061		04/05/2022	04/05/2022	04/14/2022		04/14/2022	204.00
Account <b>53630 - Machinery and Equipment Repairs</b> Totals								Invoice Transactions	1	\$204.00
Program <b>189501 - Cemeteries</b> Totals								Invoice Transactions	6	\$2,524.89
Program <b>189503 - Urban Forestry</b>										
Account <b>52420 - Other Supplies</b>										
4660 - A.M. Leonard, INC	CI22004368	18 - UF - Soil pH and Moisture Tester	Paid by EFT # 45928		04/05/2022	04/05/2022	04/14/2022		04/14/2022	154.13
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$154.13
Account <b>53990 - Other Services and Charges</b>										
3735 - Bluestone, LLC	9305	18 - UF - Tree and Limb Removal (Springhouse)	Paid by EFT # 45951		04/05/2022	04/05/2022	04/14/2022		04/14/2022	3,631.32
3735 - Bluestone, LLC	9684	18 - UF - Tree Removal (415 E 4th)	Paid by EFT # 45951		04/05/2022	04/05/2022	04/14/2022		04/14/2022	521.35
3735 - Bluestone, LLC	9730	18 - UF - Removals (2008 Ashwood,1033 Hawthorne,1250 Adams Hill)	Paid by EFT # 45951		04/05/2022	04/05/2022	04/14/2022		04/14/2022	6,406.17
5424 - Davey Resource Group (Davey Tree Expert)	132304	18 - UF - Contracted Small Tree Pruning	Paid by EFT # 45979		04/05/2022	04/05/2022	04/14/2022		04/14/2022	945.50
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	4	\$11,504.34
Program <b>189503 - Urban Forestry</b> Totals								Invoice Transactions	5	\$11,658.47
Department <b>18 - Parks &amp; Recreation</b> Totals								Invoice Transactions	130	\$54,004.08
Fund <b>200 - Parks and Recreation Gen (S1301)</b> Totals								Invoice Transactions	130	\$54,004.08
<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>										
5185 - WhenToWork, INC	87197488-100-6-2	18 - Pool Employee Scheduling Program-6 months start 5/3/22	Paid by Check # 75504		04/05/2022	04/05/2022	04/14/2022		04/14/2022	78.00
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$78.00
Program <b>182001 - Aquatics - Bryan Pool</b> Totals								Invoice Transactions	1	\$78.00





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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182002 - Aquatics - Mills Pool</b>										
Account <b>53990 - Other Services and Charges</b>										
5185 - WhenToWork, INC	87197488-100-6-2	18 - Pool Employee Scheduling Program-6 months start 5/3/22	Paid by Check # 75504		04/05/2022	04/05/2022	04/14/2022		04/14/2022	78.00
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	<u>\$78.00</u>
								Program <b>182002 - Aquatics - Mills Pool</b> Totals	Invoice Transactions 1	<u>\$78.00</u>
Program <b>183500 - Golf Services</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
5969 - Coca Cola Bottling CO. Consolidated	26384200311	18 - Cascades - Bottled Drinks / BIBs	Paid by EFT # 45971		04/05/2022	04/05/2022	04/14/2022		04/14/2022	194.30
5819 - Synchrony Bank	2267	18 - Snack Bar items-4/1/22	Paid by Check # 75502		04/05/2022	04/05/2022	04/14/2022		04/14/2022	37.94
5819 - Synchrony Bank	9027 040322	18 - Snack Bar items-4/3/22	Paid by Check # 75502		04/05/2022	04/05/2022	04/14/2022		04/14/2022	36.12
5819 - Synchrony Bank	9609	18 - Snack Bar items-4/6/22	Paid by Check # 75502		04/05/2022	04/05/2022	04/14/2022		04/14/2022	87.85
5819 - Synchrony Bank	2718	18 - Snack Bar items-3/20/22	Paid by Check # 75502		04/05/2022	04/05/2022	04/14/2022		04/14/2022	138.27
5819 - Synchrony Bank	3908	18 - Snack Bar items	Paid by Check # 75502		04/05/2022	04/05/2022	04/14/2022		04/14/2022	49.70
								Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice Transactions 6	<u>\$544.18</u>
								Program <b>183500 - Golf Services</b> Totals	Invoice Transactions 6	<u>\$544.18</u>
Program <b>183501 - Golf Course - Pro Shop</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4072 - Acushnet Company	912861577	18-Pro Shop Supplies	Paid by Check # 75479		04/05/2022	04/05/2022	04/14/2022		04/14/2022	132.67
4072 - Acushnet Company	912866029	18-Pro Shop Supplies	Paid by Check # 75479		04/05/2022	04/05/2022	04/14/2022		04/14/2022	132.42
4072 - Acushnet Company	912875411	18-Pro Shop Supplies	Paid by Check # 75479		04/05/2022	04/05/2022	04/14/2022		04/14/2022	66.40
4072 - Acushnet Company	912732555	18-Pro Shop Supplies	Paid by Check # 75479		04/05/2022	04/05/2022	04/14/2022		04/14/2022	2,499.00
4072 - Acushnet Company	912777016	18-Pro Shop Supplies	Paid by Check # 75479		04/05/2022	04/05/2022	04/14/2022		04/14/2022	29.33
4072 - Acushnet Company	912789439	18-Pro Shop Supplies	Paid by Check # 75479		04/05/2022	04/05/2022	04/14/2022		04/14/2022	665.80
4072 - Acushnet Company	912789645	18-Pro Shop Supplies	Paid by Check # 75479		04/05/2022	04/05/2022	04/14/2022		04/14/2022	251.37
4072 - Acushnet Company	912789646	18-Pro Shop Supplies	Paid by Check # 75479		04/05/2022	04/05/2022	04/14/2022		04/14/2022	95.55
4072 - Acushnet Company	912801572	18-Pro Shop Supplies	Paid by Check # 75479		04/05/2022	04/05/2022	04/14/2022		04/14/2022	458.25



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<b>Fund 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	912810643	18-Pro Shop Supplies	Paid by Check # 75479		04/05/2022	04/05/2022	04/14/2022	04/14/2022		153.37
4072 - Acushnet Company	912844108	18-Pro Shop Supplies	Paid by Check # 75479		04/05/2022	04/05/2022	04/14/2022	04/14/2022		132.42
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1526952	18 - Towels-2/23/22	Paid by Check # 75488		04/05/2022	04/05/2022	04/14/2022	04/14/2022		665.58
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1527027	18 - Umbrellas	Paid by Check # 75488		04/05/2022	04/05/2022	04/14/2022	04/14/2022		207.25
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1527275	18 - Push Carts	Paid by Check # 75488		04/05/2022	04/05/2022	04/14/2022	04/14/2022		1,051.40
53619 - Ping, INC	16199120	18-Pro Shop Supplies- partial order	Paid by EFT # 46053		04/05/2022	04/05/2022	04/14/2022	04/14/2022		119.85
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals								Invoice Transactions	15	\$6,660.66
Program <b>183501 - Golf Course - Pro Shop</b> Totals								Invoice Transactions	15	\$6,660.66
Program <b>184502 - Youth Expo- Childrens Expo</b>										
Account <b>53310 - Printing</b>										
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-54569	18-Childrens Expo Today yard signs	Paid by EFT # 46062		04/05/2022	04/05/2022	04/14/2022	04/14/2022		307.04
Account <b>53310 - Printing</b> Totals								Invoice Transactions	1	\$307.04
Program <b>184502 - Youth Expo- Childrens Expo</b> Totals								Invoice Transactions	1	\$307.04
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>52210 - Institutional Supplies</b>										
9269 - Ferguson Facilities Supply, HP Products #3400	CM035222	18 - TLRC CREDIT on unavailable product	Paid by EFT # 45991		04/05/2022	04/05/2022	04/14/2022	04/14/2022		(177.07)
7663 - HB Warehouse LLC (Resource Services)	00045525A	18 - TLRC Facility Institutional Supplies	Paid by EFT # 46000		04/05/2022	04/05/2022	04/14/2022	04/14/2022		88.74
7663 - HB Warehouse LLC (Resource Services)	00045792	18 - TLRC Facility Institutional Supplies	Paid by EFT # 46000		04/05/2022	04/05/2022	04/14/2022	04/14/2022		308.76
Account <b>52210 - Institutional Supplies</b> Totals								Invoice Transactions	3	\$220.43
Account <b>52310 - Building Materials and Supplies</b>										
5819 - Synchrony Bank	598378644967	18- Amazon TLRC Ceiling tiles	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022	04/14/2022		156.77
Account <b>52310 - Building Materials and Supplies</b> Totals								Invoice Transactions	1	\$156.77
Account <b>53150 - Communications Contract</b>										
392 - Koorsen Fire & Security, INC	5592874	18 - TLRC Alarm Monitoring-4/1-6/30/22	Paid by EFT # 46026		04/05/2022	04/05/2022	04/14/2022	04/14/2022		102.82
Account <b>53150 - Communications Contract</b> Totals								Invoice Transactions	1	\$102.82



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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>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	0252765623040522	18-Natural Gas March TLRC-1700 W. Bloomfield-2/25-3/29/22	Paid by Check # 75493		04/05/2022	04/05/2022	04/14/2022		04/14/2022	512.78
Account <b>53540 - Natural Gas</b> Totals										Invoice Transactions 1
										<u>\$512.78</u>
Account <b>53610 - Building Repairs</b>										
53657 - Plymate, INC	3085059	18 - TLRC Entry Mat Service-3/30/22	Paid by EFT # 46054		04/05/2022	04/05/2022	04/14/2022		04/14/2022	81.62
Account <b>53610 - Building Repairs</b> Totals										Invoice Transactions 1
										<u>\$81.62</u>
Program <b>185000 - Twin Lakes Recreation Center</b> Totals										Invoice Transactions 7
										<u>\$1,074.42</u>
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
6161 - Morgan Ashley Banks	033122	18-TLRC Fitness Specialist	Paid by EFT # 45941		04/05/2022	04/05/2022	04/14/2022		04/14/2022	250.00
7276 - Kaitlyn Clementi	033122	18-TLRC Fitness Specialist	Paid by EFT # 45970		04/05/2022	04/05/2022	04/14/2022		04/14/2022	120.00
7978 - Elizabeth Lee	033022	18-TLRC Fitness Specialist	Paid by EFT # 46030		04/05/2022	04/05/2022	04/14/2022		04/14/2022	125.00
7086 - Rivkah L Moore	04012022	18-TLRC Fitness Specialist	Paid by EFT # 46040		04/05/2022	04/05/2022	04/14/2022		04/14/2022	343.75
5007 - Emeline P O'Connor	033122	18-TLRC Fitness Specialist	Paid by EFT # 46043		04/05/2022	04/05/2022	04/14/2022		04/14/2022	187.50
1973 - Megan M Stark	04012022	18-TLRC Fitness Specialist	Paid by EFT # 46087		04/05/2022	04/05/2022	04/14/2022		04/14/2022	375.00
7440 - William Tuttle	040222	18-TLRC Fitness Specialist	Paid by EFT # 46102		04/05/2022	04/05/2022	04/14/2022		04/14/2022	337.50
Account <b>53940 - Temporary Contractual Employee</b> Totals										Invoice Transactions 7
										<u>\$1,738.75</u>
Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals										Invoice Transactions 7
										<u>\$1,738.75</u>
Program <b>185006 - TLRC-Concessions</b>										
Account <b>52330 - Street, Alley, and Sewer Material</b>										
5969 - Coca Cola Bottling CO. Consolidated	6800214454	18 - TLRC Concessions Products to Sell	Paid by EFT # 45971		04/05/2022	04/05/2022	04/14/2022		04/14/2022	429.07
5969 - Coca Cola Bottling CO. Consolidated	26383200490	18 - TLRC Concessions Products to Sell	Paid by EFT # 45971		04/05/2022	04/05/2022	04/14/2022		04/14/2022	1,166.66
4099 - Gold Medal Products CO.	168721	18 - TLRC Concession Item Sale	Paid by EFT # 45995		04/05/2022	04/05/2022	04/14/2022		04/14/2022	258.45
4099 - Gold Medal Products CO.	168829	18 - TLRC Concession Item Sale	Paid by EFT # 45995		04/05/2022	04/05/2022	04/14/2022		04/14/2022	862.70



# Board of Park Commissioners Claim Register

Invoice Date Range 04/02/22 - 04/15/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
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>										
5819 - Synchrony Bank	8453	18 - TLRC Concession Item Sale	Paid by Check # 75502		04/05/2022	04/05/2022	04/14/2022		04/14/2022	257.72
21145 - Sysco USA III, LLC	238990800	18 - TLRC Concession Item Purchase	Paid by EFT # 46089		04/05/2022	04/05/2022	04/14/2022		04/14/2022	717.79
21145 - Sysco USA III, LLC	238980044	18 - TLRC Concession Item Purchase	Paid by EFT # 46089		04/05/2022	04/05/2022	04/14/2022		04/14/2022	802.36
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals							Invoice Transactions 7			\$4,494.75
Account <b>53610 - Building Repairs</b>										
138 - Gooldy & Sons, INC	H 4083	18 - TLRC Kitchen Exhaust Hood Repair	Paid by EFT # 45997		04/05/2022	04/05/2022	04/14/2022		04/14/2022	130.00
Account <b>53610 - Building Repairs</b> Totals							Invoice Transactions 1			\$130.00
Program <b>185006 - TLRC-Concessions</b> Totals							Invoice Transactions 8			\$4,624.75
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
3560 - First Financial Bank / Credit Cards	660532	18-Walmart monthly supplies-3/29/22	Paid by Check # 75489		04/05/2022	04/05/2022	04/14/2022		04/14/2022	14.76
5819 - Synchrony Bank	443994349566	18- Amazon Community Events Mad Paws Egg Hunt supplies	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022		04/14/2022	391.03
5819 - Synchrony Bank	785586499598	18- CE-book covers/clothespins	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022		04/14/2022	19.98
5819 - Synchrony Bank	946839735794	18-CE-Spring country mini valentine dollies	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022		04/14/2022	3.19
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 4			\$428.96
Program <b>186500 - Community Events</b> Totals							Invoice Transactions 4			\$428.96
Program <b>186503 - Community Events-Farmers' Market</b>										
Account <b>52420 - Other Supplies</b>										
3560 - First Financial Bank / Credit Cards	660532	18-Walmart monthly supplies-3/29/22	Paid by Check # 75489		04/05/2022	04/05/2022	04/14/2022		04/14/2022	160.00
5819 - Synchrony Bank	978498467569	18-CE-ABCcanopy sand bags	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022		04/14/2022	16.44
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 2			\$176.44
Program <b>186503 - Community Events-Farmers' Market</b> Totals							Invoice Transactions 2			\$176.44
Program <b>186504 - Senior Expo</b>										
Account <b>43410 - Advertising</b>										
Agewise Design	2022-00000437	18-Refunds	Paid by Check # 75506		04/05/2022	04/05/2022	04/14/2022		04/14/2022	200.00
Account <b>43410 - Advertising</b> Totals							Invoice Transactions 1			\$200.00
Program <b>186504 - Senior Expo</b> Totals							Invoice Transactions 1			\$200.00



# Board of Park Commissioners Claim Register

Invoice Date Range 04/02/22 - 04/15/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>186506 - Performing Art Series</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	455483758559	18- Amazon CE-Encanto DVD	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022		04/14/2022	17.99
5819 - Synchrony Bank	488437533955	18-Amazon CE-The Grapes of Wrath/League of Their Own/Knives Out	Paid by EFT # 46088		04/05/2022	04/05/2022	04/14/2022		04/14/2022	45.53
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 2			\$63.52
Program <b>186506 - Performing Art Series</b> Totals							Invoice Transactions 2			\$63.52
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>53910 - Dues and Subscriptions</b>										
822 - Indiana Amateur Softball Association, INC	2021021025	18- TLSP Blmgtn Season Opener Tourny Registration/Sanction Fees	Paid by EFT # 46009		04/05/2022	04/05/2022	04/14/2022		04/14/2022	1,984.00
Account <b>53910 - Dues and Subscriptions</b> Totals							Invoice Transactions 1			\$1,984.00
Account <b>53940 - Temporary Contractual Employee</b>										
7788 - Edward Scott Carnes	040222	18- TLSP BSO Umpire-Carnes	Paid by EFT # 45959		04/05/2022	04/05/2022	04/14/2022		04/14/2022	345.00
20105 - Brandon B Chambers	040222	18- TLSP BSO Umpire-4/2/22	Paid by EFT # 45964		04/05/2022	04/05/2022	04/14/2022		04/14/2022	165.00
7147 - Keith E Crittenden	040222	18- TLSP BSO Umpire-4/2/22	Paid by EFT # 45976		04/05/2022	04/05/2022	04/14/2022		04/14/2022	345.00
17565 - Michael B Hicks (Contractual)	040222	18- TLSP BSO Umpire-Hicks	Paid by EFT # 46002		04/05/2022	04/05/2022	04/14/2022		04/14/2022	90.00
7758 - Timothy R Louis	040222	18- TLSP BSO Umpire-Louis	Paid by EFT # 46032		04/05/2022	04/05/2022	04/14/2022		04/14/2022	255.00
3715 - Alihandro B Teran	040222	18- TLSP BSO Umpire-Teran	Paid by EFT # 46091		04/05/2022	04/05/2022	04/14/2022		04/14/2022	180.00
Account <b>53940 - Temporary Contractual Employee</b> Totals							Invoice Transactions 6			\$1,380.00
Account <b>53990 - Other Services and Charges</b>										
5819 - Synchrony Bank	6007 040122	18- TLSP BSO Umpire Snacks/Water	Paid by Check # 75502		04/05/2022	04/05/2022	04/14/2022		04/14/2022	76.04
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 1			\$76.04
Program <b>187001 - Adult Sports-Softball</b> Totals							Invoice Transactions 8			\$3,440.04
Program <b>187006 - Adult Sports-Concessions</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
5969 - Coca Cola Bottling CO. Consolidated	6800214452	18 - TLSP Concessions Products to Sell	Paid by EFT # 45971		04/05/2022	04/05/2022	04/14/2022		04/14/2022	624.08
5969 - Coca Cola Bottling CO. Consolidated	26383200489	18 - TLSP Concessions Products to Sell	Paid by EFT # 45971		04/05/2022	04/05/2022	04/14/2022		04/14/2022	558.78



# Board of Park Commissioners Claim Register

Invoice Date Range 04/02/22 - 04/15/22

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>187006 - Adult Sports-Concessions</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4099 - Gold Medal Products CO.	168722	18 - TLSP Concessions Products to Sell	Paid by EFT # 45995		04/05/2022	04/05/2022	04/14/2022		04/14/2022	1,357.55
5819 - Synchrony Bank	4216	18 - TLSP Concessions Products to Sell	Paid by Check # 75502		04/05/2022	04/05/2022	04/14/2022		04/14/2022	442.88
5819 - Synchrony Bank	0454	18 - TLSP Concessions Products to Sell	Paid by Check # 75502		04/05/2022	04/05/2022	04/14/2022		04/14/2022	71.39
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals							Invoice Transactions	5		\$3,054.68
Program <b>187006 - Adult Sports-Concessions</b> Totals							Invoice Transactions	5		\$3,054.68
Program <b>189000 - Operations</b>										
Account <b>53990 - Other Services and Charges</b>										
19741 - Mader Design, LLC	1470	18- Rogers Family Park Design	Paid by EFT # 46034		04/05/2022	04/05/2022	04/14/2022		04/14/2022	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
Program <b>189003 - Operations-Open Shelters</b>										
Account <b>43220 - Facility Rentals</b>										
William Hatcher	2022-00000440	18-Refunds	Paid by Check # 75507		04/05/2022	04/05/2022	04/14/2022		04/14/2022	81.00
Account <b>43220 - Facility Rentals</b> Totals							Invoice Transactions	1		\$81.00
Program <b>189003 - Operations-Open Shelters</b> Totals							Invoice Transactions	1		\$81.00
Program <b>189503 - Urban Forestry</b>										
Account <b>52420 - Other Supplies</b>										
3560 - First Financial Bank / Credit Cards	RYWA; 683438	18-Master Gardener Fair table cost	Paid by Check # 75489		04/05/2022	04/05/2022	04/14/2022		04/14/2022	125.00
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions	1		\$125.00
Program <b>189503 - Urban Forestry</b> Totals							Invoice Transactions	1		\$125.00
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	71		\$24,675.44
Fund <b>201 - Parks and Rec Non Reverting</b> Totals							Invoice Transactions	71		\$24,675.44
<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>										
5414 - Harmony Acres, INC (Value Fence Company)	927	18-Sherwood Oaks Tennis Court Fencing	Paid by EFT # 45998		04/05/2022	04/05/2022	04/14/2022		04/14/2022	4,685.00
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	1		\$4,685.00
Program <b>18016C - 2016 C BP GN OP PP SO 3rd WinSP</b> Totals							Invoice Transactions	1		\$4,685.00



# Board of Park Commissioners Claim Register

Invoice Date Range 04/02/22 - 04/15/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 977 - Parks 2016 GO Bond Proceeds</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>18016D - 2016 D Lower Cascades</b>										
Account <b>54510 - Other Capital Outlays</b>										
18844 - First Financial Bank, N.A.	ScenApp4,Castrl	15-Construction Cascades Trail Phase 5 Retainage	Paid by Check # 75490		04/05/2022	04/05/2022	04/14/2022		04/14/2022	2,494.15
6883 - Scenic Construction Services, INC	ScenApp4,Castrl	18- Construction for Cascades Trail Phase 5	Paid by EFT # 46070		04/05/2022	04/05/2022	04/14/2022		04/14/2022	47,388.85
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	2		\$49,883.00
Program <b>18016D - 2016 D Lower Cascades</b> Totals							Invoice Transactions	2		\$49,883.00
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	3		\$54,568.00
Fund <b>977 - Parks 2016 GO Bond Proceeds</b> Totals							Invoice Transactions	3		\$54,568.00
<b>Fund 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>										
6883 - Scenic Construction Services, INC	ScenApp4,Castrl	18- Construction for Cascades Trail Phase 5	Paid by EFT # 46070		04/05/2022	04/05/2022	04/14/2022		04/14/2022	256,611.15
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	1		\$256,611.15
Program <b>18018B - Griffy Loop Trail Lower Cascades</b> Totals							Invoice Transactions	1		\$256,611.15
Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b>										
Account <b>54510 - Other Capital Outlays</b>										
5424 - Davey Resource Group (Davey Tree Expert)	129587	18-UF - Bicentennial Bond Planting Site Evaluations	Paid by EFT # 45979		04/05/2022	04/05/2022	04/14/2022		04/14/2022	11,133.84
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	1		\$11,133.84
Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b> Totals							Invoice Transactions	1		\$11,133.84
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	2		\$267,744.99
Fund <b>980 - 2018 BicentennialBnd Prcd900030</b> Totals							Invoice Transactions	2		\$267,744.99
Grand Totals							Invoice Transactions	209		\$408,865.72



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
04/14/22	Claims				\$408,865.72
					<u>\$408,865.72</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 \$408,865.72 4/14/2022

Dated this 11<sup>th</sup> day of April year of 20 22.

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

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

Fiscal Office Cheryl Bilal



## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/22/2022	Payroll				158,966.75
					<u>158,966.75</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 \$ 158,966.75

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 \_\_\_\_\_



REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2021	2021	2021	2021	2022	2022	2022	
March	Total	Expenses	Expenses	of Expenses	Total	Expenses	of Expenses	
	<u>Expense</u>	as of	as of	Spent	<u>Expense</u>	as of	Spent	%
	<u>Budget</u>	<u>December</u>	<u>March</u>	<u>to date</u>	<u>Budget</u>	<u>March</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	717,168	759,357	376,356	49.56%	813,903	392,585	48.23%	4.31%
Health & Wellness	86,927	85,291	20,031	23.49%	94,977	7,846	8.26%	-60.83%
Community Relations	498,198	425,810	84,739	19.90%	510,923	53,725	16.59%	-36.60%
Aquatics	293,257	346,262	8,099	2.34%	424,371	47,027	11.08%	480.63%
Frank Southern Center	369,516	298,585	67,841	22.72%	387,393	135,742	35.04%	100.09%
Golf Services	720,425	720,027	104,582	14.52%	833,792	172,002	20.63%	64.47%
Natural Resources	390,401	354,656	48,317	13.62%	420,230	46,751	11.13%	-3.24%
Youth Programs	73,773	70,670	17,870	25.29%	77,162	16,294	21.12%	-8.81%
TLRC	278,629	277,365	65,259	23.53%	305,962	67,447	22.04%	3.35%
Community Events	418,379	399,752	90,414	22.62%	576,608	100,733	17.47%	11.41%
Adult Sports	244,078	246,990	36,880	14.93%	325,324	36,271	11.15%	-1.65%
Youth Sports	231,548	283,170	40,447	14.28%	310,858	37,049	11.92%	-8.40%
BBCC	419,321	340,689	80,110	23.51%	434,110	63,708	14.68%	-20.47%
Inclusive Recreation	89,535	75,170	13,643	18.15%	92,832	16,746	18.04%	22.74%
Operations	1,865,916	1,750,670	307,305	17.55%	1,757,328	331,255	18.85%	7.79%
Switchyard Property	410,662	423,326	50,329	11.89%	676,749	79,465	11.74%	57.89%
Landscaping	654,879	571,940	92,950	16.25%	886,913	117,287	13.22%	26.18%
Cemeteries	214,404	194,503	35,006	18.00%	398,487	38,350	9.62%	9.55%
Urban Forestry	501,313	394,933	78,680	19.92%	530,277	86,446	16.30%	9.87%
Recover Forward	0	0		0.00%	0		0.00%	0.00%
General Fund total:	8,478,330	8,019,168	1,618,858	20.19%	9,858,200	1,846,730	18.73%	14.08%
Non-Reverting Fund								
Administration	18,550	7,167	2,370	33.07%	12,800	439	3.43%	-81.49%
Health & Wellness	2,450	4,789	0	0.00%	4,005	9	0.23%	0.00%
Community Relations	5,350	720	13	1.83%	5,350	0	0.00%	0.00%
Aquatics	55,544	37,873	210	0.55%	57,518	1,701	2.96%	710.12%
Frank Southern Center	87,669	42,037	7,011	16.68%	88,282	24,152	27.36%	244.48%
Golf Services	126,758	147,617	14,291	9.68%	136,759	8,131	5.95%	-43.11%
Natural Resources	70,610	24,037	30,949	128.75%	81,710	29,556	36.17%	-4.50%
Youth Programs	214,782	121,851	4,092	3.36%	69,137	5,523	7.99%	34.98%
*TLRC - day to day	633,489	468,075	91,864	19.63%	555,814	130,516	23.48%	42.08%
Community Events	216,119	163,645	13,645	8.34%	226,836	14,969	6.60%	9.70%
Adult Sports	135,504	82,919	1,543	1.86%	78,515	2,571	3.27%	66.57%
Youth Sports	9,578	8,563	2,004	23.40%	9,791	2,052	20.95%	2.39%
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	101	0.12%	141,758	14,945	10.54%	0.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,672	24,964	11,482	46.00%	27,558	1,205	4.37%	-89.51%
Landscaping (CCC Prop.)	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	6,350	2,320	21	0.93%	12,650	0	0.00%	0.00%
N-R Fund subtotal:	1,659,093	1,227,117	179,596	14.64%	1,511,043	235,766	15.60%	31.28%
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	415,902	24.45%	1,985,255	474,773	23.91%	14.15%
Other Misc Funds								

16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn		2,079	136					
20-21 MCCSC 21st Com Learn		16,065	7,161			9,727		
2021 MCCSC 21st Grant		8,162						
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	2,800					
Deer Cull		25,000						
Banneker ROI		13,979	5,574					
<b>Other Misc Funds total:</b>	<b>11,115</b>	<b>120,627</b>	<b>15,671</b>	<b>12.99%</b>	<b>0</b>	<b>9,727</b>		
<b>TOTAL ALL FUNDS</b>	<b>10,622,638</b>	<b>9,537,723</b>	<b>2,050,431</b>	<b>21.50%</b>	<b>11,843,455</b>	<b>2,331,229</b>	<b>19.68%</b>	<b>13.69%</b>

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues March 2022								
	2021	2021	2021	2021	2022	2022	2022	
	Projected	Revenue	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	as of	as of	Collected	Revenue	as of	Collected	%
	for year	December	March	to date	for year	March	to date	change
<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	10,877	10.35%	213,000	110,375	51.82%	<b>914.78%</b>
Golf Services	572,000	854,919	91,499	10.70%	699,000	62,973	9.01%	<b>-31.18%</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	255	0.83%	13,500	855	6.33%	<b>235.29%</b>
Adult Sports	48,500	30,600	2,513	8.21%	16,000	5,760	36.00%	<b>129.25%</b>
Youth Sports	39,800	32,909	-163	-0.50%	25,500	2,054	8.05%	<b>-1356.75%</b>
BBCC	15,000	15,789	7,337	46.47%	15,000	789	5.26%	<b>-89.25%</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	6,975	16.72%	35,000	9,675	27.64%	<b>38.71%</b>
Urban Forestry	0	75	0	0.00%	0	0	0.00%	<b>0.00%</b>
Recover Forward	0	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>119,375</b>	<b>9.51%</b>	<b>1,198,500</b>	<b>192,481</b>	<b>16.06%</b>	<b>61.24%</b>
<b>General Fund Total</b>	<b>7,658,708</b>	<b>8,998,503</b>	<b>119,375</b>	<b>1.33%</b>	<b>7,740,719</b>	<b>192,481</b>	<b>2.49%</b>	<b>61.24%</b>
<b>Non-Reverting Fund</b>								
Administration	35,600	22,699	894	3.94%	35,600	13,706	38.50%	<b>1433.06%</b>
Health & Wellness	3,250	4,744	685	14.44%	6,450	457	7.09%	<b>0.00%</b>
Community Relations	5,400	2,822	55	1.95%	3,000	1,800	60.00%	<b>0.00%</b>
Aquatics	85,503	84,190	480	0.57%	80,000	203	0.25%	<b>0.00%</b>
Frank Southern	102,200	54,299	-16,169	-29.78%	91,300	16,240	17.79%	<b>-200.44%</b>
Golf Services	149,300	233,894	17,975	7.68%	163,000	15,376	9.43%	<b>-14.46%</b>
Natural Resources	71,400	49,369	434	0.88%	71,400	315	0.44%	<b>-27.35%</b>
Youth Programs	246,740	141,789	26,233	18.50%	163,500	61,291	37.49%	<b>133.64%</b>
*TLRC -Operational	730,428	596,325	97,638	16.37%	599,625	238,443	39.77%	<b>144.21%</b>
Community Events	192,459	130,293	47,282	36.29%	139,740	51,075	36.55%	<b>8.02%</b>
Adult Sports	138,300	94,849	6,233	6.57%	54,500	10,584	19.42%	<b>69.82%</b>
Youth Sports	3,502	7,520	0	0.00%	8,000	0	0.00%	<b>0.00%</b>
BBCC	7,600	9,571	2,525	26.38%	7,600	443	5.83%	<b>-82.46%</b>
Operations	68,900	131,747	14,363	10.90%	68,900	32,145	46.65%	<b>123.80%</b>
Dog Park	400	0	0	0.00%	400	0	0.00%	<b>0.00%</b>
Switchyard	31,500	51,346	4,295	8.36%	41,500	12,885	31.05%	<b>200.01%</b>
Landscaping	0	0	0	0.00%	0	0	0.00%	<b>0.00%</b>
Cemeteries	0	0	0	0.00%	0	0	0.00%	<b>0.00%</b>
Urban Forestry	9,500	9,875	1,800	18.23%	14,600	4,400	30.14%	<b>0.00%</b>
<b>N-R Fund subtotal:</b>	<b>1,881,982</b>	<b>1,625,332</b>	<b>204,723</b>	<b>12.60%</b>	<b>1,549,115</b>	<b>459,364</b>	<b>29.65%</b>	<b>124.38%</b>
<b>Other Misc Funds</b>								

G18-19 MCCSC 21st Cor	30,000							
G19-20 MCCSC 21st Cor	14,210							
G20-21 MCCSC 21st		13,840	4,285					
G21 MCCSC 21st		9,162				5,919		
G14009 Summer Food G	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	2,800					
G15008 Leonard Spring		12,245						
G15009 Griffy Nature Days		2,231						
(902) Rose Hill Trust		120	30			20		
Banneker ROI								
Banneker Nature Days		3,109						
Yth & Adolescent Phy Act	8,000	8,467						
Nature Days Star								
2019 Deer Cull IN DNR C	25,000	25,000	25,000			23,389		
<b>Other Misc Funds total:</b>	<b>150,074</b>	<b>126,305</b>	<b>67,115</b>		<b>0</b>	<b>34,328</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,690,764</b>	<b>10,750,140</b>	<b>391,213</b>	<b>3.64%</b>	<b>9,289,834</b>	<b>686,173</b>	<b>7.39%</b>	<b>75.40%</b>

<b>Non-Reverting Cash B</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>3/31/2022</b>	<b>revenue</b>	<b>3/31/2022</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	13,706.30		438.53		<b>13,267.77</b>	291,961.61
Health & Wellness	14,839.13	457.00		9.05		<b>447.95</b>	15,287.08
Community Relations	36,781.63	1,800.00		0.00		<b>1,800.00</b>	38,581.63
Aquatics	358,145.31	203.00		1,701.25		<b>(1,498.25)</b>	356,647.06
Frank Southern Center	157,882.22	16,239.78		24,151.66		<b>(7,911.88)</b>	149,970.34
Golf Course	248,428.81	15,375.78		8,130.69		<b>7,245.09</b>	255,673.90
Natural Resources	354,568.40	315.30		29,556.17		<b>(29,240.87)</b>	325,327.53
Allison Jukebox	310,130.67	61,291.14		5,522.99		<b>55,768.15</b>	365,898.82
TLRC	<b>(2,679,828.93)</b>	215,143.95		369,521.67		<b>(154,377.72)</b>	<b>(2,834,206.65)</b>
TLRC Reserve	730,333.74	23,299.27		0.00		<b>23,299.27</b>	753,633.01
Community Events	510,539.99	51,074.95		14,968.87		<b>36,106.08</b>	546,646.07
Adult Sports	14,181.56	10,584.37		2,570.54		<b>8,013.83</b>	22,195.39
Youth Sports	5,155.50	0.00		2,051.55		<b>(2,051.55)</b>	3,103.95
Skate Park	575.42	0		0.00		<b>0.00</b>	575.42
Benjamin Banneker Cor	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	32,144.98		14,944.56		<b>17,200.42</b>	259,666.23
Dog Park	5,993.79	0.00		0.00		<b>0.00</b>	5,993.79
Switchyard Property	250,311.69	12,885.04		1,204.86		<b>11,680.18</b>	261,991.87
Landscaping	13,454.36	4,400.00		0.00		<b>4,400.00</b>	17,854.36
Cemeteries	1,497.00	0.00		0.00		<b>0.00</b>	1,497.00
Urban Forestry	36,031.73	0.00		0.00		<b>0.00</b>	36,031.73
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>459,363.66</b>	<b>0.00</b>	<b>474,772.39</b>	<b>0.00</b>	<b>(15,408.73)</b>	<b>940,765.33</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.

**(15,408.73)**  
**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
03/03/2022	1998548	6	AR	165201_B	Small Organic Plot (165201-B)	Refund Now	grabowsm	34.00	0.00	34.00
03/07/2022	2001189	6	FR	SHELT_OLCPK_	Young Pavilion on 05/14/2022 at 6:0	Refund Now	grabowsm	84.00	0.00	84.00
03/07/2022	2001218	6	AR	170201_B	Age 5-18 Beginner & Intermediate (1	Refund Now	grabowsm	30.00	0.00	30.00
03/07/2022	2001218	6	AR	170201_B	Age 5-18 Beginner & Intermediate (1	Refund Now	grabowsm	30.00	0.00	30.00
03/07/2022	2001218	6	AR	170201_B	Age 5-18 Beginner & Intermediate (1	Refund Now	grabowsm	30.00	0.00	30.00
03/07/2022	2001222	6	AR	170201_B	Age 5-18 Beginner & Intermediate (1	Refund Now	grabowsm	30.00	0.00	30.00
03/07/2022	2001222	6	AR	170201_B	Age 5-18 Beginner & Intermediate (1	Refund Now	grabowsm	30.00	0.00	30.00
03/07/2022	2001225	6	AR	170201_A	Age 5-18 Beginner & Intermediate (1	Refund Now	grabowsm	30.00	0.00	30.00
03/07/2022	2001226	6	AR	170201_A	Age 5-18 Beginner & Intermediate (1	Refund Now	grabowsm	30.00	0.00	30.00
03/07/2022	2001295	6	AR	170201_B	Age 5-18 Beginner & Intermediate (1	Refund Now	grabowsm	90.00	0.00	90.00
03/08/2022	2001762	6	FR	Turf_TLRC_Turf	Turf on 03/12/2022 at 5:00pm to 7:0	Refund Now	grabowsm	200.00	0.00	200.00
03/09/2022	2002483	3	FR	SHELT_BRYPK_	Bryan Woodlawn on 04/19/2022 at 6:	Refund Now	HALTI	69.00	0.00	69.00
03/10/2022	2003029	4	AR	150201_C	Beginning Yoga (150201-C)	Refund Now	PHILBECE	55.00	0.00	55.00
03/10/2022	2003031	4	AR	150201_C	Beginning Yoga (150201-C)	Refund Now	PHILBECE	55.00	0.00	55.00
03/10/2022	2003031	4	AR	150201_C	Beginning Yoga (150201-C)	Refund Now	PHILBECE	55.00	0.00	55.00
03/11/2022	2003417	5	AR	140003_A	Know the Night (140003-A)	Refund Now	MCGLOTHB	4.00	0.00	4.00
03/18/2022	2007874	4	AR	165203_A	Switchyard Park Community Gardens	Refund Now	PHILBECE	47.00	0.00	47.00
03/21/2022	2009859	6	AR	170202_A	Beginner & Intermediate (170202-A)	Refund Now	grabowsm	120.00	0.00	120.00
03/21/2022	2009859	6	AR	170202_B	Beginner & Intermediate (170202-B)	Refund Now	grabowsm	60.00	0.00	60.00
03/21/2022	2009859	6	AR	170202_B	Beginner & Intermediate (170202-B)	Refund Now	grabowsm	60.00	0.00	60.00
03/22/2022	2010180	4	AR	165202_A	Large Organic Plot (165202-A)	Refund Now	PHILBECE	2.00	0.00	2.00
03/24/2022	2011006	4	FR	SHELT_CASPK_	Sycamore Shelter on 04/30/2022 at	Refund Now	PHILBECE	91.00	0.00	91.00
03/28/2022	2012578	6	AR	140005_A	Birdhouse Weaving (140005-A)	Refund Now	grabowsm	5.00	0.00	5.00
03/28/2022	2012579	6	AR	140005_A	Birdhouse Weaving (140005-A)	Refund Now	grabowsm	6.00	0.00	6.00
03/28/2022	2012579	6	AR	140005_A	Birdhouse Weaving (140005-A)	Refund Now	grabowsm	4.00	0.00	4.00
03/28/2022	2012579	6	AR	140005_A	Birdhouse Weaving (140005-A)	Refund Now	grabowsm	2.00	0.00	2.00
03/30/2022	2013580	4	AR	250301_C	Grade 4-5 Age 10-11 (250301-C)	Refund Now	PHILBECE	75.00	0.00	75.00
03/31/2022	2014233	6	AR	100003_A	Employee Red Cross Training (10000	Refund Now	grabowsm	30.00	0.00	30.00
03/31/2022	2014234	6	AR	100003_A	Employee Red Cross Training (10000	Refund Now	grabowsm	30.00	0.00	30.00

## Report Summary Totals

Total Refund Records:	29
Total Fees Refunded:	1,388.00
Total Tax Refunded:	0.00
Total Amount Refunded:	1,388.00



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

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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:	03/01/2022 - Actual Date 03/01/2022
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	03/31/2022 - Actual Date 03/31/2022
End Trip:	<u>ZZZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Service Item:	<u>ZZZZZZZZZZ</u>
End Locker:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	500

Bloomington Parks and Recreation Surplus Declaration Form

Apr-22

Bloomington Parks and Recreation Surplus Declaration Form

Apr-22

[illegible]



## STAFF REPORT

Agenda Item: A-7  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erin Hatch, Urban Forester  
**DATE:** April 26, 2022  
**SUBJECT:** AGREEMENT WITH TREES PLE, INC. FOR PRUNING AND PLANT HEALTH CARE OF TREES IN SWITCHYARD PARK

### **Recommendation**

Staff recommends approval of a contract with Trees PLE, Inc. for plant health care and pruning on 12 London Planes and 9 Chinese Elms within Switchyard Park.

Amount: \$1,667.00

Funding Source: 200-18-189503-53990

### **Background**

The City of Bloomington has various recently planted trees within Switchyard Park. Of Particular value are London Planes and Chinese Elms planted in decomposed granite to provide shade to seating areas. The London Plane trees are experiencing some stress and dieback within the lower canopy. To improve the health of these trees and reestablish an appropriate tree structure, the City of Bloomington wishes to hire a plant health care specialist to conduct treatment and pruning on these trees. Additionally, the City wishes to have the Chinese Elms pruned to improve their branching structure.

**RESPECTFULLY SUBMITTED,**

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

Erin Hatch, Urban Forester

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
TREES PLE, INC.  
FOR  
PRUNING AND PLANT HEALTH CARE OF  
TREES IN 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 Trees PLE, Inc. (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to encourage healthy trees and tree structure of trees within Switchyard Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform pruning and plant health care 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 Erin Hatch, Urban Forester, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Thousand Six Hundred Sixty-Seven Dollars and zero cents (\$1,667.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Erin Hatch  
Urban Forester  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404  
[erin.hatch@bloomington.in.gov](mailto:erin.hatch@bloomington.in.gov)

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms

of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Trees PLE, Inc. of any such termination and the reasons therefor in writing.

**Article 8. Identity of the Contractor**

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

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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.

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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.

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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 \$100,000 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.

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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.



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

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

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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	Trees PLE, Inc.
Attn: Erin Hatch	Attn: Seth Inman
401 N. Morton, Suite 250	8080 S. Strain Ridge Rd.
Bloomington, Indiana 47402	Bloomington, Indiana 47401

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**

**TREES PLE, INC.**

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

\_\_\_\_\_  
Seth Inman, Owner

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

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

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

Contractor shall conduct plant health care services and pruning to 12 London Plane trees and 9 Chinese Elm trees located in Switchyard Park.

Plant health care shall include application of Amino ProV 5-0-0 and EarthMAX Liquid Organic Deep Root Feeding to the London Plane trees to address thinning of lower crown and transplant shock.

Contractor shall conduct pruning on the London Plane trees to clean canopy of deadwood and determine potential epicormics sprouts for establishment as new lateral branches.

Contractor shall conduct structural pruning on the Chinese elm trees to improve interior canopy structure and raise lower canopy where appropriate.

Contractor shall coordinate with the Urban Forester for date and timing of services, to ensure that disruption of access to park facilities is limited. Including providing protection or covers for areas that may be within the area foliar spray.

Contractor shall return all areas to pre-work site conditions, including removal and disposal of debris generated from pruning activities.

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

## **EXHIBIT B**

### **“Project Schedule”**

Project to be completed by December 31, 2022.

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

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

**EXHIBIT D**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Trees PLE, 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-8  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erin Hatch, Urban Forester  
**DATE:** April 26, 2022  
**SUBJECT:** CONTRACT WITH TREE GUY, INC. FOR SOIL TESTING AND PLANT  
HEALTH CARE OF DECLINING TREES AT CITY HALL

### Recommendation

Staff recommends approval of a contract with Tree Guy, Inc. for soil testing and plant health care for declining maples in terraced areas in front of City Hall.

Amount: \$3,075.00

Funding Source: 200-18-189503-53990

### Background

Maturing Maples in front of City Hall have been experiencing stress and decline, with one removed and replaced in 2021. In order to increase the health of these trees, and help prevent removal, the City wishes to utilize a contractor to conduct soil testing and a plant health care regimen based on the soil analysis. Depending on the soil analysis, treatment may include application of soil amendments, nutrient application, and/or tree growth regulator to stimulate fine root growth, density of leaves, and increased chlorophyll.

**RESPECTFULLY SUBMITTED,**

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

Erin Hatch, Urban Forester

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
TREE GUY, INC.  
FOR  
SOIL TESTING AND PLANT HEALTH CARE OF  
DECLINING TREES AT CITY HALL**

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

**WITNESSETH:**

WHEREAS, the Department wishes to address the health of declining trees in front of City Hall; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform soil testing and plant health care 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 Erin Hatch, Urban Forester, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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



**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Three Thousand Seventy-Five Dollars and zero cents (\$3,075.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Erin Hatch  
Urban Forester  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404  
[erin.hatch@bloomington.in.gov](mailto:erin.hatch@bloomington.in.gov)

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

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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	Tree Guy, Inc.
Attn: Erin Hatch	Attn: Kerry Bridges
401 N. Morton, Suite 250	3011 S Stratford Dr.
Bloomington, Indiana 47402	Bloomington, Indiana 47401

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**

**TREE GUY, INC.**

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

\_\_\_\_\_  
Kerry Bridges, Owner

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

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

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

Contractor shall conduct soil analysis including bulk density. Contractor shall provide the results of the soil analysis to BPRD.

Contractor shall conduct soil amendments, such as BioChar soil amendments, as dictated by outcomes of soil analysis.

Contractor shall conduct application of Tree Growth Regulator (TGR) for trees, as appropriate based on outcome of soil analysis.

Specific products and treatments may be modified based on discussion between Contractor and Urban Forester, depending on review of soil analysis.

Contractor shall follow relevant ANSI A300 standards, such as ANSI A300 Part 2 - Soil management and ANSI A300 Part 10 - IPM, and ANSI Z133.1 standards for tree worker safety.

## **EXHIBIT B**

### **“Project Schedule”**

Project to be completed by December 31, 2022.

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

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



**EXHIBIT D**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Tree Guy, 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-9  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Joanna Sparks, City Landscaper  
**DATE:** April 26, 2022  
**SUBJECT:** ADOPT-A-ROUNABOUT PARTNERSHIP WITH MOTHER NATURE  
LANDSCAPING

### **Recommendation**

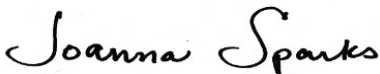
Staff recommends approval of the Adopt-A-Roundabout partnership with Mother Nature Landscaping. No funds will be exchanged.

### **Background**

This is a renewal of the original Adopt-A-Roundabout Partnership with Mother Nature Landscaping established in April 2016 to provide a means of improving, beautifying, and maintaining the roundabout located at the intersection of Sare Road and Rogers Road.

The 2022 partnership agreement is for the roundabout at Sare Road which is approximately 100 feet in diameter and is planted with non-invasive ornamental flowering plants, grasses and shrubs.

**RESPECTFULLY SUBMITTED,**

  
Joanna Sparks, City Landscaper



**City of Bloomington  
Department of Public Works  
Department of Parks and Recreation**

**Adopt-A-Roundabout Partnership Agreement**

This agreement between the City of Bloomington, Department of Parks and Recreation (hereafter “City”) and **Mother Nature Landscaping**, (hereinafter “Adopter”) is to provide a means of improving, beautifying, and maintaining the roundabout located at the intersection of **Sare Road and Rogers Road**. The roundabout described is approximately 100 feet in diameter.

WHEREAS, The City and Adopter previously entered into a certain Adopt-A-Roundabout Partnership Agreement on April 19, 2016, for a five (5) year term. The April 19, 2016, agreement provided: “At the end of the five (5) year term, Adopter shall have the right to renew this Agreement for another **five (5) year** period, provided the City, in its sole discretion, determines that the roundabout will be adopted for another five (5) year period.”; and

WHEREAS, The Adopter wishes to renew the April 19, 2016 Agreement, and the City is in agreement to permit Adopter to adopt the landscape plot for an additional five (5) year term; and

WHEREAS, The Adopter previously adopted two roundabouts in the April 19, 2016 agreement but only wishes to renew the partnership for the roundabout at the intersection of Sare Road and Rogers Road; and

NOW, THEREFORE, the Undersigned partners agree that Adopter shall be permitted to adopt the plot described in Exhibit A pursuant to the following terms and conditions:

1. All materials and labor necessary for the improvement and maintenance of the roundabout are the sole responsibility of the Adopter. The Adopter agrees to check the adopted location(s) on an as needed basis (minimum monthly basis), or upon request from the City, for landscape maintenance needs, and for removal of weeds, trash and litter, and other debris from the roundabout.
2. The Adopter agrees to provide to the City a schematic landscape plan noting species, sizes and planting locations, and Adopter shall obtain written approval from the City of Bloomington Department of Public Works, Planning and Parks and Recreation prior to the planting of any trees, shrubs, plants, flowers, or other vegetation. The City shall review all proposed planting locations for such factors as the presence of publicly and privately owned buried utilities, and potential vehicular traffic conflicts or obstructions, and compliance with local planning and zoning ordinance requirements, prior to permitting and work to proceed on the roundabout. In addition, Adopter shall be subject to the provisions of state law regarding locating underground utilities prior to excavating the site.

3. City roundabouts which are the subject of an Adopt-A Roundabout Partnership Agreement shall be required to install “public signs”, as said term is defined by Title 20 of the Bloomington Municipal Code. The Adopter shall purchase the “public signs” and shall gift the said “public signs” to the City.

The installed “public signs” are subject to the following requirements:

- Number: No more than four (4) public signs shall be installed.
- Design: The design, including the material and size, shall be determined by the City.
- Placement: The placement of each public sign shall be determined by the City.
- Costs: The Adopter shall be responsible for any and all costs associated with these public signs.

4. The roundabout described above shall remain the property of the City of Bloomington, and if, in the sole judgment of the City it is found that the Adopter is not meeting the terms and conditions of the agreement, the City may terminate this agreement and remove all signs. This agreement shall be in effect when signed by both parties and shall continue for a period of **five (5) years** from the date of signature; however either party may terminate the agreement earlier upon seven days written notice to the other party. At the end of the five (5) year term, Adopter shall have the right to renew this Agreement for another **five (5) year** period, provided the City, in its sole discretion, determines that the roundabout will be adopted for another five (5) year period. All materials provided by Adopter under this Agreement will remain property of the Adopter and Adopter may remove the materials, or negotiate to sell them to the City, when the Agreement concludes or is terminated by either party.

5. The Adopter agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington.

6. The Adopter shall agree to release the City of Bloomington from any liability arising hereunder, including from the negligence of releasee, and shall indemnify the City of Bloomington against any claims which may arise due, in whole or in part, to the negligence of the Adopter in its acts or omissions pursuant to this agreement.

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

Mother Nature Landscaping:  
Shawn Eurton, Owner  
812-339-5296

Bloomington Parks and Recreation:  
Tim Street, Operations Director  
812-349-3706

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

Mother Nature Landscaping:  
Shawn Eurton, Owner  
812-339-5296

Bloomington Parks and Recreation:  
Joanna Sparks, City Landscaper  
812-349-3497

8. This agreement may be renewed by the written agreement of both parties upon original date of expiration.

Agreed to the \_\_\_\_\_ day of April, 2022

“ADOPTER”;

“CITY”;

“By:

Shawn Eurton, Owner  
Mother Nature Landscaping

Paula McDevitt, Administrator City of Bloomington Parks and Recreation Department	Date
---	------

Kathleen Mills, President  
Board of Park Commissioners

Beth Cate, Corporation Counsel Date  
City of Bloomington

Adam Wason, Director City of Bloomington Public Works Department	Date
--	------

Kyla Cox Deckard, President Board of Public Works	Date
--	------

## **Exhibit A**



**City of Bloomington  
Department of Public Works  
Department of Parks and Recreation**

**Adopt-A-Roundabout Partnership Agreement**

This agreement between the City of Bloomington, Department of Parks and Recreation (hereafter "City") and **Mother Nature Landscaping**, (hereinafter "Adopter") is to provide a means of improving, beautifying, and maintaining the roundabout located on **Sare and Rogers Street**. The roundabout described is approximately 100 feet in diameter.

All materials and labor necessary for the improvement and maintenance of the roundabout are the sole responsibility of the Adopter. The Adopter agrees to check the adopted location(s) on an as needed basis (minimum monthly basis), or upon request from the City, for landscape maintenance needs, and for removal of weeds, trash and litter, and other debris from the roundabout.

The Adopter agrees to provide to the City a schematic landscape plan noting species, sizes and planting locations, and Adopter shall obtain written approval from the City of Bloomington Department of Public Works, Planning and Parks and Recreation prior to the planting of any trees, shrubs, plants, flowers, or other vegetation. The City shall review all proposed planting locations for such factors as the presence of publicly and privately owned buried utilities, and potential vehicular traffic conflicts or obstructions, and compliance with local planning and zoning ordinance requirements, prior to permitting and work to proceed on the roundabout. In addition, Adopter shall be subject to the provisions of state law regarding locating underground utilities prior to excavating the site.

City roundabouts which are the subject of an Adopt-A Roundabout Partnership Agreement shall be required to install "public signs", as said term is defined by Title 20 of the Bloomington Municipal Code. The Adopter shall purchase the "public signs" and shall gift them to the City.

The installed "public signs" are subject to the following requirements:

- Number: No more than four (4) public signs shall be installed.
- Design: The design, including the material and size, shall be determined by the City.
- Placement: The placement of each public sign shall be determined by the City.
- Costs: The Adopter shall be responsible for any and all costs associated with these public signs.

The roundabout described above shall remain the property of the City of Bloomington, and if, in the sole judgment of the City it is found that the Adopter is not meeting the terms and conditions of the agreement, the City may terminate this agreement and remove all signs. This

agreement shall be in effect when signed by both parties and shall continue for a period of **five (5) years** from the date of signature; however either party may terminate the agreement earlier upon seven days written notice to the other party. At the end of the five (5) year term, Adopter shall have the right to renew this Agreement for another **five (5) year** period, provided the City, in its sole discretion, determines that the roundabout will be adopted for another five (5) year period. All materials provided by Adopter under this Agreement will remain property of the Adopter and Adopter may remove the materials, or negotiate to sell them to the City, when the Agreement concludes or is terminated by either party.

The Adopter agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington, and also shall agree to release the City of Bloomington from any liability arising hereunder, including from the negligence of releasee, and shall indemnify the City of Bloomington against any claims which may arise due, in whole or in part, to the negligence of the Adopter in its acts or omissions pursuant to this agreement. This agreement may be renewed by the written agreement of both parties upon original date of expiration.

Agreed to the 19th day of April, 2016

"ADOPTER";

"By:"

[Signature]  
Shawn Eurtan, Owner  
Mother Nature Landscaping

4-25-16  
Date

"CITY";

[Signature] 4/19/2016  
Paula McDevitt, Acting Director Date  
City of Bloomington  
Parks and Recreation Department

[Signature]  
Les Coyne, President Date  
Board of Park Commissioners

[Signature]  
Philippa Guthrie, Corporation Counsel Date  
City of Bloomington

CITY OF BLOOMINGTON  
Controller

Reviewed by:

[Signature]  
DATE: 4/16/16  
FUND/ACCT: W14

CITY OF BLOOMINGTON Legal Department Reviewed By <u>[Signature]</u> DATE: <u>04/01/2016</u>
---

[Signature]  
Adam Wason, ~~Director~~ Acting Director Date  
City of Bloomington 4-19-16  
Public Works Department

[Signature]  
Charlotte Zietlow, President Date  
Board of Public Works  
**KYLA COX DECKARD** 4-19-16



**Sare Rd. -N-**

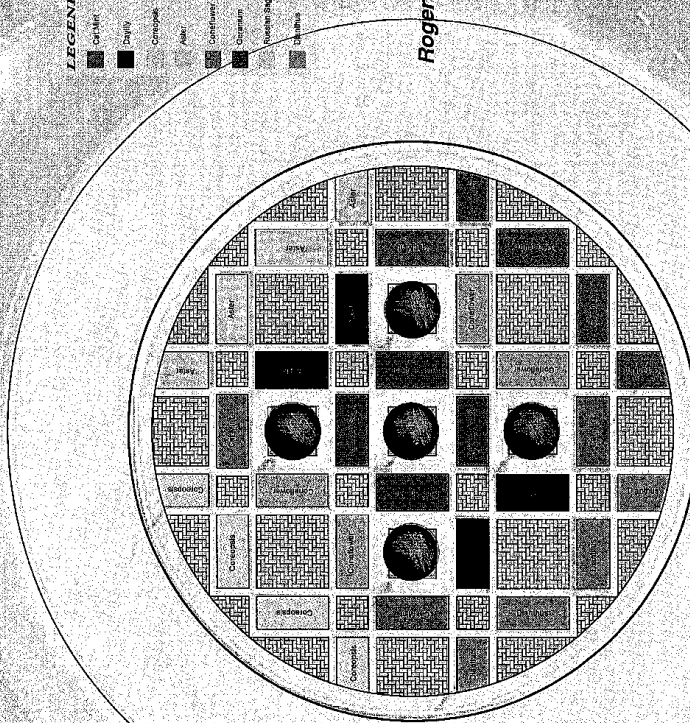
### Traffic Circle



Rogers Rd. - W-

Rogers Rd. - E-

### LEGEND

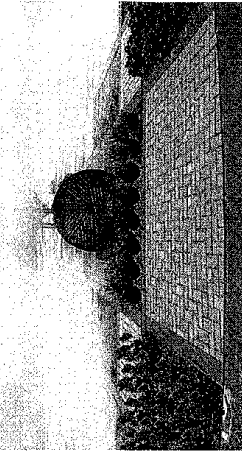


Sare Rd. -S-

**ECAI-EUROPE**

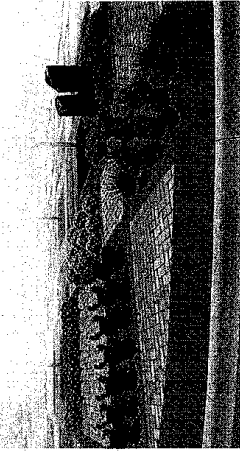
Each open plot will be filled with assorted perennials, shrubs, trees, and vines. The North, South, East and West center plots will have an interesting stone art piece in each plot. This will bring some more height into the space as well as bring a new texture and focal point to the space. Nothing in this proposed plan will be above 36" to prevent any potential blocking of views around the traffic circle.

## Perspective A



The image above illustrates a view from the east exit onto Roger Rd.

## Perspective B



The image above illustrates a view from the south end of the round a bout.



## STAFF REPORT

Agenda Item: A-10  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Hsiung Marler, Switchyard Park General Manager  
**DATE:** April 26, 2022  
**SUBJECT:** SWITCHYARD PARK PLAYGROUND LIMESTONE BLOCK WORK

### **Recommendation**

Staff recommends approval of agreement with Baker Stone Work Inc. to round off sharp corners on the limestone blocks near the slides at the Switchyard Park Playground. The amount of the agreement not to exceed \$1800.

### **Background**

Staff has received input from the public that the sharp square corners of the limestone block seem to be a hazard to young children at the playground. The playground was inspected by a third party (CPSI) Certified Playground Safety Inspection during installation and is routinely inspected by internal CPSI certified staff and does meet current standards. It is not possible to remove all risk at a playground, however reducing the sharp edges to these corners of the limestone block will decrease the severity of the hazard.

### **Funding Source**

\$900 from 200-18-189006-53610  
\$900 from 200-18-189000-35650

**RESPECTFULLY SUBMITTED,**

Hsiung Marler, Switchyard Park General Manager

2021-January

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, Attn: Hsiung Marler, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Charlie Nelson, 1545 Hupp Road, Bloomington, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**CITY OF BLOOMINGTON**

**BAKER STONE WORK INC.**

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

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

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Date

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

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

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

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BAKER STONE WORK INC.**

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

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

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

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

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

## **BAKER STONE WORK**

**1545 Hupp Road**

**BLOOMINGTON, IN 47401**

**812-824-2004 office/ 812-824-6500 fax**

**812-327-7977 Mike's Jone's cell**

**812-327-3242 Charles Nelson cell**

**Email [charley.bakerstonework@gmail.com](mailto:charley.bakerstonework@gmail.com)**

Proposal for: City of Bloomington 401 N. Morton St. Contact: Barb Dunbar 349-3498  
email: [dunbarb@bloomington.in.gov](mailto:dunbarb@bloomington.in.gov)

Date: March 17, 2022

Job location: Switchyard Park Playground

Cut off all sharp corners on limestone blocks in area of slides

Material, labor & clean-up

\$1800.00



## STAFF REPORT

Agenda Item: A-11  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Amy Shrake-Inclusive/Program/Facility Coordinator  
**DATE:** April 26, 2022  
**SUBJECT:** HFI SERVICE AGREEMENT

### **Recommendation**

Staff recommends approval of a contract with Harrel-Fish, Inc. for HVAC preventative maintenance and repairs for the Banneker Community Center and Alison Jukebox Community Center.

### **Background**

Both Banneker and AJB have worked with HFI for HVAC services for many years. Each building has unique systems that HFI maintains and inspects seasonally in addition to repair services as needed. Contract figures have been increased from previous years to an amount not to exceed \$5,000.

**RESPECTFULLY SUBMITTED,**

*A. Shrake, CTRS*

---

Amy Shrake, Inclusive/Program/Facility Coordinator



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

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

**Article 1. Scope of Services** Contractor shall provide preventative maintenance, repair, adjust, and/or replace heating ventilation and cooling components at the Banneker Community Center and Alison-Jukebox Community Center ("Services") for a set price of Eighty Four Dollars (\$84) per hour Monday-Friday 7:00 am -6:00 pm and all other times for an afterhours hourly rate of Ninety Nine (\$99) dollars per hour plus an additional costs for parts and labor. Banneker and AJB staff will give contractors at least two (2) working days notice on repair. Repairs requiring more immediate action (emergencies) may be billed at an emergency hourly rate of Ninety Nine (\$99) dollars per hour. Holiday call-out/double-time rate will be One Hundred and Thirty-five (\$135) dollars per hour. Types of HVAC components are: blower motors, thermostats, gas valves, filters, and control boards. Contractor shall provide seasonal inspections and filter changes Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before April 30, 2023 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 Amy Shrake-AJB and Cassia LeBron-Williams-Banneker as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

Contractor shall perform the services as needed. HFI requires to perform two maintenance checks per year as well as other repairs as need. The time limits established by the schedule shall not be exceeded except for reasonable cause as mutually agreed to by both parties.

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

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

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

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

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

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

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against

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

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

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

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

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

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

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

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

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

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

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

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**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: Amy Shrake-AJB or Cassia LeBron-Williams-Banneker, 401 N. Morton, Bloomington, IN 47402.

**Contractor:** Harrel-Fish, Inc. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**CITY OF BLOOMINGTON**

**HARRELL-FISH, INC**

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

\_\_\_\_\_  
Steve Dawson, President

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Date

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

---

Kathleen Mills, President  
Board of Park Commissioners

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

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

# AFFIDAVIT

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

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

Signature \_\_\_\_\_

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

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

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

**Harrell Fish, Inc.**

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

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

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

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

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



## STAFF REPORT

Agenda Item: A-12  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Amy Shrake- Inclusive/Program/Facility Coordinator  
**DATE:** April 26, 2022  
**SUBJECT:** LAKE MONROE SAILING ASSOCIATION PARTNERSHIP

### Recommendation

Staff recommends approval of a partnership agreement with Lake Monroe Sailing Association (LMSA).

### Background

This partnership has been in existence since 1996. The goal of the partnership is to provide an opportunity for the Bloomington community to participate in a diverse sailing program, which is designed to introduce beginner participants to the sport, as well as to provide for skill advancement. The Youth Sailing Camp will run 9 weeks of summer. Adult sailing classes run all summer into the fall and new this year offer an option to receive certification.

BPR collects registrations and LMSA does all the programming at their facility. The cancellation fee has been increased for 2022 to assist in covering staff administrative time to process refunds. Bloomington Parks and Recreation will keep \$36 per registration. In addition, BPR will provide marketing in the form of a brochure and space in the program guide.

**Funding Source:** Revenue collected into 201-18-184500-43270  
Expenses paid from 201-18-184500-53990

**Total Dollar Amount of Contract:** **Total Revenues from LMSA \$70,000.00**  
**Expenses \$60,000.00**  
**Retained by BPR \$10,000.00**

**RESPECTFULLY SUBMITTED,**

Amy Shrake, CTRS  
Amy Shrake, Inclusive/Program/Facility Coordinator

2021-January



## **COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP**

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

This Agreement is made and entered into this \_\_\_\_ day of April, 2022, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Lake Monroe Sailing Association, Inc. (“LMSA”).

WHEREAS, BPRD and LMSA desire to cooperate in the provision of a sailing instruction program for the general public; and

WHEREAS, LMSA 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 sailing 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 30, 2023 unless terminated earlier as provided under Article 7.0.

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

- 3.1 The goal of BPRD is to provide an opportunity to the Bloomington community to participate in a diverse sailing program, not otherwise available, designed to introduce beginner participants to the sport as well as to provide for skill advancement.
- 3.2 BPRD agrees to:
  1. Develop and distribute promotional materials: sailing 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 coordinators prior to the start of each course.
5. Provide coordinators with reports of fees collected prior to the start of each course.
6. Perform the following payment transactions:
  - a) Collect registration fees of \$225 per participant for Youth Sailing Camps;
  - b) Collect registration fees of \$300 per participant for Adult Keel Boat Sailing;
  - c) Collect registration fees of \$500 per participant for Adult Keel Boat Sailing with certification;
  - d) Collect registration fees of \$300 per participant of Adult Small Boat Sailing;
  - e) Collect registration fees of \$500 per participant of Adult Small Boat Sailing with certification;
  - f) Collect registration fees of \$150 per registration for Friends and Family Sailing;
  - g) Pay LMSA the fee collected less \$36.00 for each participant registered upon receiving the invoices from LMSA;
  - h) Retain \$35.00 for each participant registered plus \$1 transaction fee;
  - i) Retain \$10.00 for each cancelled registration;
  - j) Pay LMSA the LMSA share of fees collected upon receipt by BPRD of and LMSA invoice, following the completion of each group of Youth Sailing Camps, Adult Sailing classes and Family programs.

**4.0 Lake Monroe Sailing Association, Inc.:**

- 4.1 The goals of LMSA are to offer a sailing program not otherwise available to adults and children, introduce the LMSA to the public, increase LMSA membership, and provide programming for children of LMSA members.
- 4.2 LMSA agrees to:
  1. Provide and maintain the following equipment: sailboats, life vests, ropes, sails, books, a motorboat, lifesaving apparatus, and first aid equipment.
  2. Provide the following facilities: bathrooms, telephone, shelter house for inclement weather; defined as, but not limited to, cold weather, rough water (white caps), or lightning.
  3. Hire and train sailing instructors for Youth Sailing Camps who are at least 16 years of age with prior sailing experience. One instructor shall have prior experience teaching sailing. One instructor shall be certified in CPR and First Aid and be in attendance at all times. At least one instructor shall have U. S. Sailing Small Boat Instructor Certification.



4. Provide invoices to BPRD as detailed in section 3.2.6 (e).
5. **Provide for adequate safety with the following provisions:**
  - a) LMSA shall provide high quality boats & equipment.
  - b) LMSA shall maintain a ratio of one (1) instructor to six (6) participants with two (2) instructors always on the water and one (1) instructor always in a motorboat when students in the Youth Sailing Camps are in boats. One (1) of the instructors shall be over twenty-one (21) years of age.
  - c) Participants in the Youth Sailing Camps shall pass a swimming test the first day of class, and all participants shall wear life vests when in boats.
  - d) Participants shall learn boat safety and will be taught about boat safety equipment.
  - e) Participants in the Youth Sailing Camps shall pass a test on capsizing and right-of-way rules.
6. Provide the overall program structure including all planning, organizing, and implementing of the instructional program.
7. 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 The intent of this Agreement is to document a mutually beneficial partnership between LMSA 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 LMSA shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and LMSA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. LMSA 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 LMSA 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. LMSA shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques, equipment, and boat matters.
- 5.6 The location of the program shall be provided by the LMSA at their facilities at 7600 S. Shields Ridge Road.

- 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.
- 5.8 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), LMSA 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 LMSA 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 LMSA 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 LMSA's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against LMSA, its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.
- 5.11 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, 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.

## **6.0 Notice:**

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

### **LMSA**

Walt Johnson  
7600 S. Shields Ridge Rd.  
Bloomington, IN 47401  
(812) 824-4611

### **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:

### **LMSA**

Walt Johnson  
7600 S. Shields Ridge Rd.  
Bloomington, IN 47401  
(812) 824-4611

### **BPRD**

Amy Shrake  
Box 848  
Bloomington, IN 47402  
(812) 349-3747

## **7.0 Termination**

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

## **8.0 E-Verify:**

LMSA 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). LMSA shall sign an affidavit, attached as Exhibit A, affirming that LMSA does not knowingly employ an unauthorized alien. LMSA shall require any subcontractors performing work under this contract to certify to LMSA 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. LMSA shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

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

**LAKE MONROE SAILING ASSOCIATION, INC.:**

\_\_\_\_\_  
Walt Johnson, Camp Coordinator, LMSA

\_\_\_\_\_  
Date

\_\_\_\_\_  
James C. Owen, LMSA Commodore

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
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-13  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Amy Shrake, Inclusive/Program/Facility Coordinator  
**DATE:** April 26, 2022  
**SUBJECT:** SPECIAL OLYMPICS INDIANA-MONROE COUNTY PARTNERSHIP

### Recommendation

Staff recommends approval of partnership agreement with Special Olympics Indiana - Monroe County (SOIMC).

### Background

The purpose of this partnership is to support athletic opportunities for community members with developmental disabilities. The City of Bloomington Parks and Recreation Department and the SOIMC have been partnering since 2006, providing individuals with disabilities greater access to sport opportunities. The partnership allows Bloomington Parks and Recreation to continue supporting sports for individuals with disabilities and offers SOIMC flexibility with their programming. The department will continue to facilitate SOIMC's requests for fields and facilities as well as assisting with marketing programs.

Bloomington Parks & Recreation Inclusive Recreation Coordinator, Amy Shrake will continue to facilitate the partnership and be a liaison between SOIMC and BPRD.

**RESPECTFULLY SUBMITTED,**

*AJ Shrake, CTRS*

Amy Shrake, Inclusive/Program/Facility Coordinator

2021-January

## **COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP**

**Partner(s):**

This Agreement is made and entered into this \_\_\_\_ day of April, 2022, by and between the Bloomington Parks and Recreation Department (“BPRD”) and Special Olympics Indiana Monroe County (“SOIN-MC”).

**WHEREAS**, there is an apparent need for Special Olympics programs in Bloomington, Indiana; and

**WHEREAS**, the BPRD and SOIN-MC desire to cooperate in the provision of a Special Olympic programs for the general public; and

**WHEREAS**, SOIN-MC is qualified to perform such services on behalf of BPRD; 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**, because services provided by each party will reflect on the other, BPRD and SOIN-MC wish to set forth each parties’ responsibilities and 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 that will provide a more affordable and effective Special Olympic program for the Bloomington community by combining available resources from each party to the Agreement.

**2. Duration of Agreement**

This Agreement commences on May 1, 2022 and expires on April 30, 2023, unless it is terminated earlier in writing, as provided under Article 7.

**3. Bloomington Parks & Recreation**

The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a Special Olympic sports program, not otherwise available, that is designed to introduce beginner participants to a sport and allow for skill advancement. BPRD agrees to:

- 3.1.** Allow SOIN-MC access to fields and facilities in priority category #3 based on the following order established by the City of Bloomington Board of Park Commissioners:
  1. BPRD programs
  2. Monroe County Community Schools Corporation programs
  3. **Partnership programs**
  4. Independent programs

- 3.2. Allow SOIN-MC access to fields and facilities as set forth below on the dates and during the times established at the beginning of each sport season at no charge:
  1. Banneker Center for Basketball by availability
  2. Softball fields to be determined by availability
  3. Cascades Golf Course for Golf by availability
- 3.3. Provide an information hotline and voicemail box.
- 3.4. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.
- 3.5. Provide the services of the BPRD Inclusive Recreation Coordinator as a liaison, consultant, and contact person between SOIN-MC and BPRD.
- 3.6. Assist with program publicity by continuing to advertise program information in seasonal program guides and website.
- 3.7. Respond to any and all citizen concerns or complaints reported by SOIN-MC under Article 4.3 of this Agreement within twenty-four (24) hours of receipt.
- 3.8. Provide free meeting space for SOIN-MC management team monthly meetings where available.
- 3.9. Provide a shelter free of charge for the summer picnic one Saturday in September.

#### **4. Special Olympics Indiana Monroe County**

The goals of SOIN-MC are to offer a Special Olympics sports program for the community, introduce SOIN-MC to the public, and provide programming for people with disabilities associated with SOIN-MC. SOIN-MC agrees to:

- 4.1. Maintain close contact with BPRD's Inclusive Recreation Coordinator and appoint that Inclusive Recreation Coordinator as the BPRD liaison to SOIN-MC's policy making board.
- 4.2. List BPRD on all publicity and promotional materials SOIN-MC develops as a "partner" or "in partnership with." A copy of any promotional material should be submitted to BPRD for approval prior to distribution to the public.
- 4.3. Refer any citizen concern, report, or problem regarding the facility, suggestion for improvements to the facility, service provided by staff, or other issues to BPRD on a designated form within twenty-four (24) hours of receipt and/or observation.

#### **5. Terms Mutually Agreed to By Both Partners**

- 5.1. The intent of this Agreement is to document a mutually beneficial partnership between SOIN-MC 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. The commitment of personnel, facilities, supplies, materials, and payments will be honored according to the timetable agreed upon by all partners.
- 5.4. SOIN-MC is recognized as having the expertise and experience to conduct the Special Olympics program safely and effectively. However, BPRD shall have the right to review risk management, agreement terms, financial records, coaching, player behavior, and service quality issues.
- 5.5. Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), SOIN-MC may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. If SOIN-MC develops such a policy for its activities, the City may implement and enforce it. If SOIN-MC wishes to develop such a policy, it shall provide a copy of the policy to the City and the policy shall be attached to this Agreement as Exhibit B.
- 5.5. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly

prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

- 5.6.** 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 SOIN-MC of any such termination and the reasons therefor in writing.

## **6. Notice and Agreement Representatives**

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

SOIN-MC:  
Denise Brown, County Coordinator  
641 Waterloo Court  
Bloomington, IN 47401  
(812)336-8071

BPRD:  
Amy Shrake,  
Inclusive Recreation Coordinator  
P.O. Box 848  
Bloomington, IN 47402  
(812) 349-3747  
(812) 349-3747 (voice mail)  
(812) 325-2583 (cell)

- 6.2.** The persons listed in Article 6.1 shall also serve as agreement representatives for the day to day operations and implementation of this Agreement.

## **7. Termination**

- 7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to February 28, 2022 by mutual written agreement only.
- 7.2.** Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

## **8. Insurance:**

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

## **9. Release and Hold Harmless Agreement:**

SOIN-MC, including its representatives, agents, and assigns, does hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all



employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement.

**10. E-Verify:**

SOIN-MC 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). SOIN-MC shall sign an affidavit, attached as Exhibit A, affirming that SOIN-MC does not knowingly employ an unauthorized alien. SOIN-MC shall require any subcontractors performing work under this contract to certify to SOIN-MC 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. SOIN-MC shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

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

---

Paula McDevitt, Administrator  
Parks and Recreation Department

---

Denise Brown, County Coordinator  
Special Olympics Indiana Monroe County

---

Kathleen Mills, President  
Board of Park Commissioners

---

Beth Cate, Corporation Counsel  
City of Bloomington

# 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: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** April 26, 2022  
**SUBJECT:** MCPL STORY WALK PARTNERSHIP AGREEMENT

### Recommendation

Staff recommends approval of the 2022-2023 Monroe County Public Library Story Walk Partnership Agreement. The new Partnership Agreement is a two-year agreement and will last through the end of 2023.

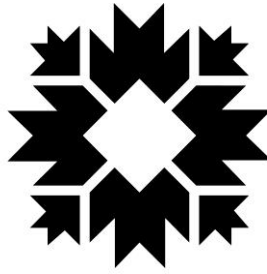
### Background

The Parks and Recreation Department would like to enter into a two-year partnership agreement with the Monroe County Public Library to continue the placement of a self-guided Story Walk in Rev. Butler Park. Previous agreements were annual agreements. The Library purchased and placed the story boxes with guidance from Parks and Recreation staff in the fall of 2017. The Library will continue to be responsible for all maintenance, replacement and programming of the story boxes placed in the park.

**RESPECTFULLY SUBMITTED,**

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

Bill Ream, Community Events Coordinator



**CITY OF BLOOMINGTON**  
Parks and Recreation

**Program Partnership Agreement  
Monroe County Public Library Story Walk**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and the Monroe County Public Library (“MCPL”).

**WHEREAS**, BPRD and the MCPL desire to cooperate in the provision of a free self-guided outdoor story walk at Reverend Butler Park.

**WHEREAS**, the MCPL is qualified to perform such services with BPRD; and

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

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

**1.0 Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership which establishes a self-guided Story Walk in a city park location. The self-guided Story Walk is placed along the trail to inspire parents, teachers, and caregivers to take young children outside for physical activity and learning at the same time.

**2.0 Duration of Agreement:**

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

**3.0 Bloomington Parks & Recreation:**

The goal of BPRD is to build a positive relationship with the MCPL in order to provide programs necessary for the positive development and well-being of the community.

**3.1.** Provide approval to maintain story box signs along the Rev. Ernest D. Butler Park

Trail.

- 3.2. Provide communication between Parks and Recreation staff and MCPL staff on any vandalism or structural damage to story boxes.
- 3.3. Provide marketing in the Parks and Recreation Program Guide and/ or through social media outlets.

#### **4.0 Monroe County Public Library:**

The goal of the MCPL is to provide opportunities for families and community members to practice literacy skills and continue to develop literacy skills.

- 4.1. Select story books with a new feature story twice a year.
- 4.2. Create, along with the Friends of the Library, promotional materials.
- 4.3. Continually monitor story boxes to assure they are in good working order. Repair and or replace as needed.
- 4.4. Evaluate through a variety of methods the success of the self-guided Story Walk in meeting desired outcomes.

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

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

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

- 5.5. This Agreement and the services provided will be evaluated in December 2023 and if mutually agreed upon additional story walk locations may be added to the partnership.

## 6.0 Notice and Agreement Representatives:

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

**Bloomington Parks & Recreation**

Becky Barrick-Higgins  
Box 848  
Bloomington, IN 47402  
barrickb@bloomington.in.gov  
812-349-3713

**Monroe County Public Library**

Grier Carson  
303 E. Kirkwood Ave.  
Bloomington, IN 47408  
gcarson@mcpl.info  
812-349-3094

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

**Bloomington Parks & Recreation**

Bill Ream  
Box 848  
Bloomington, IN 47402  
reamw@bloomington.in.gov  
812-349-3748

**Monroe County Public Library**

Josh Wolf  
303 E. Kirkwood Ave  
Bloomington, IN 47408  
jwolf@mcpl.info  
812-349-3104

## 7.0 Termination:

- 7.1. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2023 by mutual written agreement only.
- 7.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

## 8.0 Waiver

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

**9.0 Release and Hold Harmless Agreement:**

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

**10.0 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 MCPL of any such termination and the reasons therefore in writing.

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

**BLOOMINGTON PARKS AND  
RECREATION DEPARTMENT**

**MONROE COUNTY PUBLIC  
LIBRARY**

---

Kathleen Mills, President  
Board of Park Commissioners

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Grier Carson, Director  
Monroe County Public Library

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Paula McDevitt, BPRD Director

---

Beth Cate, Corporation Counsel

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

STATE OF INDIANA )

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

### 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: B-1  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Julie Ramey, Community Relations Manager  
**DATE:** April 26, 2022  
**SUBJECT:** BRAVO AWARD – DON EGGERT

### Recommendation

The Bloomington Parks and Recreation Department would like to recognize Don Eggert with this month's Bravo Award. This is in recognition of his commitment to invasive plant management and trash pickup at the Department's Weed Wrangles three times a week at Lower Cascades, Latimer, and Southeast Parks.

### Background

Gillian Field, the Department's Urban Greenspace Outreach Coordinator says it best when it comes to Don:

"I have been so inspired by Don's persistence in controlling Asian bush honeysuckle. His attendance, support, and reliability have helped me to grow as a leader and gain the confidence needed to commit to creating public Weed Wrangles as a way of recreation and service. Don is the center of a ripple effect that touches people and their wish to take immediate action and make a difference in their community."

In addition to being a fixture at thrice weekly Weed Wrangles, Don is also a member of the City's Environmental Commission and has served as the Adopt-a-Greenspace volunteer at Southeast Park for several years.

Don has been a Bloomington resident since 1974. He retired from Ivy Tech, but he has been a geologist with Indiana Survey and has worked at Indiana University on the Concerned Scientist Track. We are eternally grateful for Don's commitment and service to his community.

**RESPECTFULLY SUBMITTED,**

Julie Ramey  
Julie Ramey, Community Relations Manager

2021-January



## STAFF REPORT

Agenda Item: B-3

Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Emily Carrico, Health and Wellness Coordinator  
**DATE:** 4/26/2022  
**SUBJECT:** HEALTH AND WELLNESS COORDINATOR INTRODUCTION

My name is Emily Carrico and I am the new Health and Wellness Coordinator. As a Bloomington native, I've long benefitted from the City, more specifically the Parks and Rec Department. Growing up next to Bryan Park, I have endless fond memories of the playgrounds, movie nights, and wildlife.

I attended Indiana University, graduating with a BAS in Dietetics and a food studies certificate. During my time at IU, I raced in the Little 500, interned at Will Detmer Garden, and interned with the Indiana Sustainability Development Program. Post-graduation, I pursued my Registered Dietitian credential in Corvallis, Oregon at Oregon State University, with a focus in community nutrition. I returned back to Bloomington, previously working as a Patient Services Manager at IU Health Bloomington Hospital.

I am so very excited to be able to combine my interests in nutrition, physical activity, and wellbeing in my new role. I am even more excited I am able to do so in a community that has given so much to me. I greatly look forward to working with the board and for the Bloomington community at large.

**RESPECTFULLY SUBMITTED,**

Emily Carrico  
Emily Carrico, Health and Wellness Coordinator



## STAFF REPORT

Agenda Item: B-3  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Emily Buuck, Community Relations Coordinator  
**DATE:** April 26, 2022  
**SUBJECT:** COMMUNITY RELATIONS COORDINATOR INTRODUCTION

### **Recommendation**

Parks and Recreation introduces new Community Relations Coordinator Emily Buuck. This report is for information only; no action is required.

### **Background**

My name is Emily Buuck and I am so excited to introduce myself as the new Community Relations Coordinator with the City of Bloomington Parks and Recreation Department. I am originally from just outside of Fort Wayne, Indiana, a small unincorporated area with about 800 residents. Growing up outside of the city like I did with my three little sisters, I learned early on what it's like to make your own fun outside by enjoying all nature has to offer. We would go to the park in nearby towns, swim at the public pool, and play in youth softball and basketball leagues all through our childhoods.

I came to Bloomington in August 2017 as a freshman at Indiana University. During my undergrad, I gained a lot of experience through many different jobs and internships. I was a summer camp counselor at an inner-city ministry center, helped organize a meal packing event, and worked in development at the Boys and Girls Clubs of Bloomington, among many other (and less glamorous) things. I graduated summa cum laude and with honors in Public and Environmental Affairs with a major in Nonprofit Management and Leadership and a minor in Law and Public Policy in May 2021. I am currently working on my master's degree in public affairs through IU as well, concentrating in Nonprofit Management.

As an adopted townie, I love getting out and exploring all Bloomington has to offer, especially in its parks system. I love biking to work on the B-Line, kayaking at Griffy Lake, and swimming at Bryan Park Pool. I am really looking forward to putting on some great events and connecting with new members of the community, and I can't wait to get to work alongside my outstanding group of coworkers!

**RESPECTFULLY SUBMITTED,**

Emily Buuck, Community Relations Coordinator

2021-January



## STAFF REPORT

Agenda Item: B-3  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Cassia LeBron-Williams, Banneker Program/Facility Coordinator  
**DATE:** 4/26/2022  
**SUBJECT:** PROGRAM/FACILITY COORDINATOR INTRODUCTION

Hi! My name is Cassia LeBron-Williams and I am the new Program/Facility Coordinator at the Benjamin Banneker Community Center. I was born and raised in South Bend, IN. Throughout my secondary schooling, I volunteered at my community center during the summertime, working under the Program Director. I helped plan events, prepare snacks, and lead various activities we planned for the summer. This sparked my interest in working in youth and family services.

I am an alumna of Indiana University where I received my Bachelors of Science in Applied Health Science in Youth Development. Post-graduation, I joined AmeriCorps in Newark, NJ where I served as an in-school tutor, Girl's Club Director, and worked as the Assistant Teacher for World History, for grades 6<sup>th</sup> – 8<sup>th</sup>. Before returning to Bloomington to serve as the new Coordinator for the Banneker Center, I have gained more experience working with youth and families within the school system, nonprofits, and medical field.

I am eager to learn more about the community and its members, the department, and all the ways I can support my team and the community. Thank you for having me.

**RESPECTFULLY SUBMITTED,**

*Cassia LeBron-Williams*

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Cassia LeBron-Williams, Banneker Program/Facility Coordinator

2021-January



## STAFF REPORT

Agenda Item: B-4  
Date: 4/21/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** April 26, 2022  
**SUBJECT:** **BRENDA MCGLOTHLIN, CUSTOMER SERVICE REPRESENTATIVE  
RETIREMENT RECOGNITION**

Brenda McGlothlin, Customer Service Representative will retire from the City of Bloomington Parks and Recreation Department on Friday, April 29, 2022.

Brenda has been a dedicated member of the Parks and Recreation team for 23 years, providing customer services and staff support. Brenda is responsible for bank deposits and records audits, RecTrac (software) program registrations, payroll processing support, and pool waiver processing.

Some words from staff who wish to pass along their thanks and appreciate for all Brenda has done for them include:

- *I only worked with Brenda for a short amount of time, but she was so helpful and welcoming to me! She always answered all of my (many questions) and made my first few weeks that much easier.*
- *Brenda's polite and professional demeanor will always be admired - she was always there - anything you needed. I will miss her.*
- *Brenda is the rock of the whole office. She's loyal and hardworking, but also caring and funny. She taught me a lot and always made sure to support and help me when I needed it. She's kept me sane through my time here and I will definitely miss having her around every day.*
- *Thanks for taking me under your wing and teaching me the ropes. I'm going to miss our 8am chats before everyone else gets in the office and it gets loud. (LOL) So thankful I got to meet you*

2021-January

*and that we became such great friends. Looking forward to phone chats and lunch together as we have built a friendship that will last forever. (Tiffany Hall)*

- *Brenda has been a pleasure to work with and has always been eager to help with whatever needs to be done. She will be greatly missed and wish her the best in her retirement.*
- *Brenda has always been dependable and a valuable member of the team!! During one of the reviews by the State Auditors and because of her attention to detail and outstanding organizational skills, we were able to track the path of the sale of a piece of candy, from when and where it was sold all the way to the .25 cents being deposited in the bank. That was a year after the transaction occurred, amazing. Thank you for all that you have done for us over the years, and enjoy this next chapter of your life. You will be missed. (Kim Clapp)*
- *Brenda has been a wonderful colleague to work with. She is always helpful and responds to all my last minute requests without complaining. I always enjoyed talking about Daytona race week with her, and will miss our annual conversation discussing the race. Happy Retirement Brenda! (Daren Eads)*
- *Brenda is a steadfast, loyal coworker. She always responds super-fast and is patient with me while I navigate the registration process for Kid City. It will take someone wonderful to fill the Brenda-sized hole left in the department. I wish her all the best for her next chapter! I will miss you, Brenda! (Amy Shrake)*
- *I have worked seamlessly with Brenda for almost 16 years. She has been an amazing colleague and a friend. I'm incredibly sad to see her go, but wish her the best in her retirement. (Ellen Campbell)*
- *Brenda is always eager to help customers and staff. She's very good at figuring out who to ask and where to find information. Her positive and even-keeled approach, even in stressful situations, is very much appreciated. (Steve Cotter)*
- *Brenda will be greatly missed as the 'shadow' member of the community relations team, making sure registration codes magically appear when and where they are needed. I am so grateful for the deep dives she often did to ensure smooth communication between the front office staff, the programming staff, and the community relations staff. Happy retirement, Brenda! We'll think of you every time we need a code! (Julie Ramey)*
- *Brenda has been a great colleague and friend. I'm so happy that through her retirement she will have more time to spend with her grandchildren and family, go to the beach, and just relax. Good luck Brenda! (Becky Higgins)*

**RESPECTFULLY SUBMITTED,**



Paula McDevitt, Administrator

2021-January



## STAFF REPORT

Agenda Item: C-1  
Date: 4-20-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** April 26, 2022  
**SUBJECT:** APPEAL OF SUSPENSION FROM PARKS PROPERTY

### **Recommendation**

Staff recommends upholding the park suspension issued to Matthew Mulligan on April 6, 2022.

### **Background**

Suspension from Property Policy 2050 provides a process for removal or suspension from use of property owned, managed or operated by the City of Bloomington Parks and Recreation Department. This policy was used in the issuance of a suspension of 90 (ninety) days to Matthew Mulligan on April 6, 2022.

Included in the packet for background information:

- Park Policy 2050
- Parks Incident Report
- Affidavit
- Letter of Suspension

**RESPECTFULLY SUBMITTED,**

Paula McDevitt, Administrator



# **CITY OF BLOOMINGTON**

Parks and Recreation

## **Administration Policies**

### **Suspension from Property: 2050**

**Date: May 28, 2013**

**Updated: February 17, 2020**

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**POLICY RE:** Removal and Suspension from use of property owned, managed or operated by the City of Bloomington Parks and Recreation Department.

#### **I. Removal**

(A) In accordance with authority established in Ind. Code § 36-10-4 et cet., and Bloomington Municipal Code 2.20, a person may be asked to leave or be removed from property owned, managed or operated by the City of Bloomington Parks and Recreation Department for reasons that include, but are not limited to:

- (1) Actions or behavior which violate the United States Code;
- (2) Actions or behavior which violate the Indiana Code;
- (3) Actions or behavior which violate the Indiana Administrative Code;
- (4) Actions or behavior which violate the City of Bloomington Municipal Code;
- (5) Actions or behavior which violate the Rules and Regulations adopted by the City of Bloomington Parks and Recreation Department or City of Bloomington Parks Board, unless the appropriate permit has been obtained;
- (6) Aggressive or violent actions or behavior;
- (7) Actions or behavior that unreasonably disrupts the activities of other users of the park or facility;
- (8) Actions or behavior that unreasonably interferes with other persons' ability to use the park or facility;
- (9) Actions or behavior which unreasonably causes or creates a risk of causing injury to persons within or on property owned, managed or operated by the City of Bloomington Parks and Recreation Department;
- (10) Actions or behavior which unreasonably causes or creates a risk of causing damage to property owned, managed or operated by the City of Bloomington Parks and Recreation Department; or
- (11) Actions or behavior which constitutes a public nuisance.

(B) The following individuals have authority to ask a person to leave or ask for a person to be removed from property owned, managed, or operated by the City of Bloomington Parks and Recreation Department:

- (1) Employees of the City of Bloomington Parks and Recreation Department;  
or



- (2) Law enforcement officers as defined by Indiana Code.

(C) Any person who is asked to leave or is removed from property owned, managed or operated by the City of Bloomington Parks and Recreation Department shall be advised of the reason he/she is being asked to leave or is being removed. Any person who is asked to leave by a law enforcement officer as defined by Indiana Code and refuses to do so may be subject to arrest.

## II. Suspension

(A) In accordance with authority established in Ind. Code § 36-10-4 et cet., and Bloomington Municipal Code 2.20, a person may be suspended from use or entrance on property owned, managed, or operated by the City of Bloomington Parks and Recreation Department for reasons that include, but are not limited to:

- (1) Actions or behavior which violate the United States Code;
- (2) Actions or behavior which violate the Indiana Code;
- (3) Actions or behavior which violate the Indiana Administrative Code;
- (4) Actions or behavior which violate the City of Bloomington Municipal Code;
- (5) Actions or behavior which violate the Rules and Regulations adopted by the City of Bloomington Parks and Recreation Department or City of Bloomington Parks Board, unless the appropriate permit has been obtained;
- (6) Aggressive or violent actions or behavior;
- (7) Actions or behavior that unreasonably disrupts the activities of other users of the park or facility;
- (8) Actions or behavior that unreasonably interferes with other persons' ability to use the park or facility;
- (9) Actions or behavior which unreasonably causes or creates a risk of causing injury to persons within or on property owned, managed or operated by the City of Bloomington Parks and Recreation Department;
- (10) Actions or behavior which unreasonably causes or creates a risk of causing damage to property owned, managed or operated by the City of Bloomington Parks and Recreation Department; or
- (11) Actions or behavior which constitutes a public nuisance.

(B) The determination that a person is to be suspended from use or entrance on property owned, managed or operated by the City of Bloomington Parks and Recreation Department is limited to the Director of Parks and Recreation and/or his/her appointed designee.

(C) Notice of Suspension. A person may not be suspended from a use or entrance on property owned, managed or operated by the City of Bloomington Parks and Recreation Department unless or until he or she has been notified of the suspension.

- (1) Notification of the suspension shall be served in writing via certified mail or personal service.
- (2) The written notification shall state the reason for the suspension, the date upon which the suspension begins, the length of the suspension, the

repercussion of ignoring the suspension and the process by which a person may appeal the suspension.

- (3) The Notification shall be signed and dated by the Director of Parks and Recreation and/or his/her appointed designee.

(D) Appeal of Suspension. Any person who receives a Notification of Suspension shall have the right to appeal said suspension. Any appeal shall adhere to the following requirements:

- (1) All appeals shall be in writing and on a form supplied by the Parks and Recreation Department.
- (2) All appeals shall be submitted to the City of Bloomington Parks Board, via the Parks and Recreation Department, within ten (10) days of the suspension being received. The date upon which the suspension is considered received is the date upon which the suspended person is personally served or the date upon which the certified mail is signed.
- (3) Upon receipt of a written appeal, the City of Bloomington Parks Board shall hear the appeal at its next regularly scheduled meeting, provided said appeal can be properly noticed in accordance with Indiana Open Door Law.
- (4) The person filing the appeal shall be notified, in writing, of the date, time and location of the hearing by the City of Bloomington Parks Board. This notification shall be served via personal service or certified mail.
- (5) During the pendency of any appeal the suspension is in effect, and the suspended person is prohibited from entering upon or into any property owned, managed, or operated by the City of Bloomington Parks and Recreation Department.

(E) Suspension Hearing. All hearings on a suspension shall be open to the public and comply with the Indiana Open Door Law.

- (1) Any person challenging his or her suspension shall be entitled to present his or her defense to the City of Bloomington Parks Board on his/her own behalf or through his/her representative.
- (2) Any person challenging his or her suspension shall be entitled to a minimum of ten minutes to present his or her case to the Parks Board.
- (3) Any person challenging his or her suspension shall be entitled to present evidence, documents and witnesses supporting his or her position at the suspension hearing.
- (4) Upon conclusion of the hearing, the City of Bloomington Parks Board shall make written findings of fact either upholding or overturning the suspension. Said findings of fact shall be made available to the person challenging the suspension.

(F) Maximum Length of Suspension. No suspension shall be issued that is shorter than seven (7) calendar days and lasts longer than one (1) calendar year.

(G) Entry upon or into any property owned, managed, or operated by the City of Bloomington Parks and Recreation Department by a person who is suspended in accordance with this Policy shall subject the person to arrest for criminal trespass in accordance with Ind. Code § 35-43-2-2.





CITY OF BLOOMINGTON  
parks and recreation

# INCIDENT REPORT

Record additional information on reverse side.

Date 4/6/22 Time of Incident: 8:45 ☒ a.m. ☐ p.m. Time reported: 9 ☒ a.m. ☐ p.m.

## Person(s) involved

Name [redacted] Address [redacted] Phone [redacted]  
Name [redacted] Address [redacted] Phone [redacted]

Personnel present? ☐ YES ☒ NO

Name [redacted] Job title [redacted]

Location of personnel at time of incident Ferguson

General location of incident (park site or facility) Ferguson

Specific room or area (of site or facility) [redacted]

Did incident occur during a program or event? ☐ YES, at [redacted] ☒ NO

Was there a witness? ☐ YES ☐ NO

Name [redacted] Address [redacted] Phone [redacted]

Description of incident I arrived at Ferguson Park. There was a woman & another couple in separate vehicles. The woman stated that after MSI Security left that the person she reported, the day prior to BPD showed up in a station wagon and threatened her. Saying he'd be back with 'his boys' on Fri. She said she now feels unsafe at the park now. She said she would report the incident herself later. MSI reported the man's name is Christopher Mathew Mulligan and he goes by the name of Matt. He brings 4-5 Sharpeis twice a day around 8:45 am and stays 15-20 minutes each time. MSI reported they got this information from patrons of the park.

Action taken at time of incident Informed my bosses.

## Report filed by

Date 4/6/22

Approved by [signature]  
Division Director

Date 4/6/22

## Review

Paula McDermott  
Administrator  
Date 4-6-22

Follow-up recommended?

☐ YES ☒ NO

## Follow-up report

Completed by [redacted]

Date [redacted]

Review

Division Director

Administrator

In Re the Matter of the Park Suspension  
Of Matt Mulligan

I, Clarke DeLisle, being an adult, competent to testify, and first duly sworn by oath, state the following:

1. I am currently a resident of Bloomington, Indiana.
2. As a resident of Bloomington, I routinely take my dogs to the Ferguson Dog Park (hereafter “Dog Park”). The Dog Park is a Bloomington Parks Department Facility located at 4300 N. Stone Mill Road in Bloomington.
3. I generally visit the Dog Park between 8:00 AM and 10:00 AM, five to seven days each week.
4. On multiple occasions when I have visited the Dog Park, I have encountered Matt Mulligan.
5. On or about March 21, 2022, as I was preparing to leave the Dog Park around 8:30 AM, I exited the Dog Park to load my dog into my vehicle. My dog was unleashed as it ran from the Dog Park gate to my car. On said date, my dog got distracted by Mr. Mulligan’s dogs while it was running to my car. Instead of getting into my car, my dog began to run up and down the fence with Mr. Mulligan’s dogs. My dog was on the outside of the enclosure and Mr Mulligan’s dogs were on the inside of the enclosure.
6. During this incident, Mr. Mulligan became very upset with me and berated me about having my dog unleashed. At the same time, he told my dog to continue running. I told Mr. Mulligan that I did not want to argue and to let me get my dog. He continued to scream at me and began filming me, including taking down my license plate number. He followed me into the parking lot while still yelling at me.
7. The next month, on or about April 6, 2022, I was leaving the Dog Park around 9:00 AM when Mr. Mulligan sped into the parking lot in his Volkswagen station wagon. He did not have any dogs with him.
8. He pulled up behind my vehicle, blocked me from leaving, and began to scream at me again about my out of state license plates. He claimed he had a police officer friend who would be at the dog park on Friday to somehow punish me for my out of state license plates.

9. I felt threatened by this act, both because he had blocked my vehicle from exiting and because he showed up at the Dog Park without his dogs. He was there for sole purpose of harassing me.

10. Following the incident that took place on or about April 6, 2022, I contacted law enforcement. I spoke with Detective Rob Shrake, and I have been communicating with the Detective regarding these incidents. Detective Shrake notified me of the present action to suspend Mr. Mulligan from park facilities for a period of ninety (90) days.

11. Further, Affiant says not.

**I affirm, under the penalties of perjury, that the foregoing representations are true to the best of my knowledge, information, and belief.**



Date: 04/21/2022

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Clarke DeLisle  
Affiant





**Mailing Address**  
**Administrative Offices**  
401 N. Morton St. Suite 250  
PO Box 848  
Bloomington, IN 47402  
Phone: (812) 349-3700  
Fax: (812) 349-3705  
parks@bloomington.in.gov  
www.bloomington.in.gov/parks

**Allison-Jukebox  
Community Center**  
351 South Washington Street  
Bloomington, IN 47401  
(812) 349-3731

**Banneker Community Center**  
930 West 7<sup>th</sup> Street  
Bloomington, IN 47402  
(812) 349-3735

**Cascades Golf Course**  
3550 North Kinser Pike  
Bloomington, IN 47402  
(812) 349-3764

**Frank Southern Ice Arena**  
1965 South Henderson Street  
Bloomington, IN 47401  
(812) 349-3740

**Twin Lakes Recreation Center**  
1700 West Bloomfield Road  
Bloomington, IN 47403  
(812) 349-3720

**Inclusive Recreation**  
(812) 349-3747

**Maintenance, Landscaping  
& Cemetery Operations**  
(812) 349-3498

**Urban Forestry**  
(812) 349-3716

April 22, 2022

Matthew Mulligan  
5169 N Old St. Rd. 37  
Bloomington, IN 47408

Re: Notice of Suspension from City of Bloomington Parks

Dear Mr. Mulligan

Pursuant to Bloomington Parks and Recreation Park Property Rules, individuals may be suspended from use of property owned, managed or operated by the Bloomington Parks and Recreation Department ("Parks") for certain actions. Parks Revised Administration Policies – 2050 states as follows:

## **II. Suspension**

(A) In accordance with authority established in Ind. Code § 36-10-4 et cet., and Bloomington Municipal Code 2.20, a person may be suspended from use or entrance on property owned, managed, or operated by the City of Bloomington Parks and Recreation Department for reasons that include, but are not limited to:

1. Actions or behavior which violate the United States Code;
2. Actions or behavior which violate the Indiana Code;
3. Actions or behavior which violate the Indiana Administrative Code;
4. Actions or behavior which violate the City of Bloomington Municipal Code;
5. Actions or behavior which violate the Rules and Regulations adopted by the City of Bloomington Parks and Recreation Department or City of Bloomington Parks Board, unless the appropriate permit has been obtained;
6. Aggressive or violent actions or behavior;
7. Actions or behavior that unreasonably disrupts the activities of other users of the park or facility;
8. Actions or behavior that unreasonably interferes with other persons' ability to use the park or facility;
9. Actions or behavior which unreasonably causes or creates a risk of causing injury to persons within or on property owned, managed or operated by the City of Bloomington Parks and Recreation Department;
10. Actions or behavior which unreasonably causes or creates a risk of causing damage to property owned, managed or operated by the City of Bloomington Parks and Recreation Department; or
11. Actions or behavior which constitutes a public nuisance.



This letter provides notice to you that you have been suspended from using or entering Parks owned, managed or operated property for ninety (90) days. You have been suspended due to reports of your disruptive and threatening behavior at Ferguson Dog Park. The suspension is effective upon your receipt of this letter. Be aware that if you use or enter Parks owned, managed or operated property during the term of the suspension you will be subject to arrest for criminal trespass in accordance with Ind. Code § 35-43-2-2.

You have the right to appeal the suspension. Any appeal must be submitted to City of Bloomington Parks Board, via the Parks and Recreation Department, within ten (10) days of the suspension being received. The appeal form is enclosed with this letter. Upon receipt of a written appeal, the Parks Board shall hear the appeal at its next regularly scheduled meeting, provided said appeal can be properly noticed in accordance with Indiana Open Door Law. You will be notified, in writing, of the date, time and location of the hearing by the Parks Board.

If you challenge your suspension you shall be entitled to present a defense to the Parks Board on your own behalf or through a representative. You will be entitled to a minimum of ten (10) minutes to present your case to the Parks Board. You will be entitled to present evidence, documents and witnesses supporting your position at the suspension hearing. Upon conclusion of the hearing, the Parks Board shall make written findings of fact either upholding or overturning the suspension. The findings of fact will be made available to you. During the pendency of any appeal, the suspension is in effect, and you are prohibited from entering upon or into any Parks owned, managed, or operated property.

Sincerely,

A handwritten signature in black ink that reads "Paula McDevitt". The signature is fluid and cursive, with a stylized "H" at the end.

Paula McDevitt  
Director  
City of Bloomington Parks and Recreation Department

**Appeal of Suspension**  
**to the City of Bloomington's Parks Board**

Directions: Please complete this form in its entirety. You will need to use black or blue ink and print legibly. A copy of the Notice of Suspension you were issued **MUST** be attached to this form. Once you have completed this form you will need to submit it to an employee of the Parks Department. You will be informed of the date and time the Parks Board will hear your appeal via a written notice which will be delivered to the address you provide on this Appeal form.

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

**Local Address:** \_\_\_\_\_

**Permanent Address:** \_\_\_\_\_

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

**Date Notice of Suspension was Issued:** \_\_\_\_\_

**Reason for Appeal:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(If you require additional room to describe the reason for your appeal, please attach additional documents to this Appeal form).**

**For use by Parks Department:**

Date Appeal Received: \_\_\_\_\_

Date Appeal Forwarded to Legal Department: \_\_\_\_\_

Date & Time of Parks Board Hearing on Appeal: \_\_\_\_\_

Date Notice of Parks Board Hearing Mailed: \_\_\_\_\_

**CITY OF BLOOMINGTON BOARD OF PARK COMMISSIONERS**

**In RE: the Parks Suspension of Matthew Mulligan**

**FINDINGS OF FACT**

The City of Bloomington Board of Park Commissioners, having been duly advised, hereby adopts the following Findings of Fact:

1. On or about March 21, 2022 and April 6, 2022, Matthew Mulligan interacted with Ferguson Dog Park patron Clarke DeLisle. During these interactions, Mr. Mulligan made threatening and inappropriate statements, including actively blocking Mr. DeLisle from leaving the dog park.
2. Following the second interaction on April 6, 2022, Mr. DeLisle felt threatened and contacted law enforcement. Detective Robert Shrake investigated and requested a suspension order. Parks Department Director Paula McDevitt prepared and issued a 90-day suspension order based on Mr. Mulligan's conduct.
3. Mr. Mulligan was served with the suspension order on April 6, 2022, and timely appealed his suspension.
4. Mr. Mulligan's behavior constitutes a violation of Parks Policy 2050, which prohibits aggressive or violent behavior on Parks properties and authorizes the Parks Department Director to issue a suspension for such conduct.

Now, therefore, the Board upholds the Director's decision and suspends Mr. Mulligan from all Parks' properties through July 5, 2022.

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Israel Herrera

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Jim Whitlach

---

Ellen Rodkey

---

Kathleen Mills



## STAFF REPORT

Agenda Item: C-2  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erin Hatch, Urban Forester  
**DATE:** April 26, 2022  
**SUBJECT:** RESPONSE TO APPEAL OF TREE REMOVAL AT 1320 E 1<sup>ST</sup> ST

### Recommendation

Staff recommends denial of the appeal of tree removal by Enrique Merino, and allow continuation of tree removal to allow sidewalk repairs.

### Background

The City of Bloomington posted a tree within the public right-of-way for removal at 1320 E 1<sup>st</sup> St. This tree is located directly abutting the sidewalk. The adjacent sidewalk is experiencing lifting of sidewalk panels, creating a trip hazard. Due to the height of this sidewalk lifting, simply grinding down the area to reduce the trip hazard is not an option. Excavation and demolition of the existing sidewalk, along with the installation of a new sidewalk will be impeded by the proximity of this tree. Additionally, the work needed will likely cause damage to the root system and potentially the trunk, leading to injury of the tree that may require future removal. This tree is a maturing sweetgum, whose further trunk growth is limited due to the proximity to the sidewalk.

**RESPECTFULLY SUBMITTED,**

---

Erin Hatch, Urban Forester



Kim Clapp <clappk@bloomington.in.gov>

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## [Parks] appeal

2 messages

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**Merino, Enrique** <merino@indiana.edu>

Mon, Apr 11, 2022 at 12:10 PM

Reply-To: merino@indiana.edu

To: "erin.hatch@bloomington.in.gov" <erin.hatch@bloomington.in.gov>

Cc: "parks@bloomington.in.gov" <parks@bloomington.in.gov>

Appeal sent to:

-Erin Hatch, Bloomington's Urban Forester, who has scheduled removal of a sweetgum on our property because its roots have lifted a slab of sidewalk. [erin.hatch@bloomington.in.gov](mailto:erin.hatch@bloomington.in.gov)

-cc: Parks, [parks@bloomington.in.gov](mailto:parks@bloomington.in.gov)

From: Enrique Merino, 1320 East 1<sup>st</sup> Street, Bloomington, IN 47401

Cell 812 558 1163

April 11, 2022

The sweetgum in question is 13 inches in diameter at chest height, and displays glorious red leaves in fall. Its roots have lifted a slab of sidewalk 3 ½ inches, and have cracked it. Indeed, the sidewalk needs to be made level again, as the Urban Forester says,

"Thank you for reaching out. To provide a bit of context as to why this tree is being removed, the adjacent sidewalk is lifting up and requires repairs to make it level again. However, in order to accomplish this, the adjacent tree needs to be removed. It would be unlikely that we could conduct the repairs without damaging the tree and the tree root system, so removal is the best option at this time."

But in order to make the sidewalk level again, I'd like to suggest trying to do a repair that would avoid damaging the root, and that would spare the sweetgum (and that would be cheaper). Why is it "unlikely" that such a repair could be done? Could such a repair be made "likely" instead? It would save the trouble of cutting down the tree.

Could you come to our house to view the situation with us and discuss solutions? For example, one such solution could be to fill in (with new cement) the step generated by the swelling root and convert it into a soft ramp. We were out of town when this first came up. My email is [merino@indiana.edu](mailto:merino@indiana.edu) and my phone is 812-558-1163. Thank you.

Enrique Merino Professor Emeritus

Dept. Earth & Atmospheric Sciences

Indiana University

Bloomington, IN 47405, USA

<https://earth.indiana.edu/directory/emeriti-faculty/merino-enrique.html>

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**Erin Hatch** <[erin.hatch@bloomington.in.gov](mailto:erin.hatch@bloomington.in.gov)>  
Reply-To: [erin.hatch@bloomington.in.gov](mailto:erin.hatch@bloomington.in.gov)  
To: "Merino, Enrique" <[merino@indiana.edu](mailto:merino@indiana.edu)>  
Cc: "parks@bloomington.in.gov" <[parks@bloomington.in.gov](mailto:parks@bloomington.in.gov)>

Wed, Apr 13, 2022 at 11:52 AM

Dear Enrique Merino,

Thank you for sending this appeal. I will work on putting it in our April 26 Board of Park Commissioners Meeting agenda.

Best,

Erin

[Quoted text hidden]

--



**Erin Hatch, Urban Forester**

ISA Certified Arborist ® IN-3617A

ISA Tree Risk Assessment Qualified (TRAQ)

OISC Licensed Pesticide Applicator Cat3A

City of Bloomington Parks and Recreation

401 N. Morton St., Suite 250

Bloomington, IN 47404

Office: 812-349-3716

[erin.hatch@bloomington.in.gov](mailto:erin.hatch@bloomington.in.gov)

<https://bloomington.in.gov/parks>

*Explore Bloomington's Urban Forest:*

<https://bloomingtonin.treekeepersoftware.com/>



## STAFF REPORT

Agenda Item: C-3  
Date: 4/20/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administration  
**DATE:** April 26, 2022  
**SUBJECT:** FINAL AUTHORIZATION FOR BOND ISSUANCE FOR THE PARK DISTRICT  
OF THE CITY OF BLOOMINGTON, INDIANA

### Recommendation

It is recommended that, after receiving public comment at the legally advertised public hearing portion of this meeting, the Board of Park Commissioners adopt final bond Resolution 22-03 to authorize the issuance of Park District Bonds in order to promote climate change and implement equity and quality of life for all.

### Background

The Board of Park Commissioners previously approved at the March 30, 2022 Board of Park Commissioners meeting, Declaratory Resolution 22-02 titled: 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, in an amount not to exceed \$5,800,000.

The project list includes:

- Replace missing sidewalk on Rogers St. by Switchyard Park
- Implementation of West 2nd Street modernization, including new signalization and protected bicycle lanes (from Walker Street to B-Line trail)
- Design and right-of-way for North Dunn Street multiuse path (from the SR 45/46 Bypass to Old SR 37)
- Addition of protected bicycle lanes along Covenanter Drive (from College Mall to Clarizz Blvd)
- Griffy Loop Trail dam crossing and community access improvements

RESPECTFULLY SUBMITTED,

Paula McDevitt, Administrator

2021-January



## **RESOLUTION NO. 22-03**

### **RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA, AUTHORIZING ISSUANCE OF BONDS TO FINANCE CERTAIN PARK PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS, APPROPRIATING THE PROCEEDS THEREOF, MODIFYING AND CONFIRMING A DECLARATORY RESOLUTION AND APPROVING RELATED MATTERS**

**WHEREAS**, the City of Bloomington, Indiana (the “Unit”) has, by ordinance adopted pursuant to Indiana Code 36-10-4 (the “Act”), established the Board of Park Commissioners of the Unit (“Board”) through its Department of Parks and Recreation which has jurisdiction over the Park District of the Unit (the “District”); and

**WHEREAS**, pursuant to the Act, on March 30, 2022, the Board adopted its Resolution No. 22-02 (the “Declaratory Resolution”) declaring that it is necessary for the public health and welfare and will be of public utility and benefit to proceed with the park projects set forth as described in “Exhibit A” of the Declaratory Resolution (the “Projects”), and making a preliminary decision to issue special taxing district bonds of the District, in an aggregate principal amount not to exceed \$5,800,000, to finance all or a portion of the costs of such Projects; and

**WHEREAS**, thereafter, notice of a public hearing on final confirmation of the Declaratory Resolution, scheduled for April 26, 2022, was published in the manner provided by law; and

**WHEREAS**, a public hearing was held on was held 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, regarding the public utility and benefit and necessity of the Projects pursuant to the notice published thereof, and all persons desiring to be heard were heard; and

**WHEREAS**, the Board now finds that the Declaratory Resolution should be modified, as set forth herein, and otherwise confirmed in all respects; and

**WHEREAS**, pursuant to the Act, the Board has considered the issuance of special taxing district bonds of the District to finance the Projects, together with capitalized interest on the bonds (if necessary) and the expenses incurred in connection with or on account of the issuance of such bonds, 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; and

**WHEREAS**, the Board deems it advisable to issue the “City of Bloomington, Indiana, Park District Bonds, Series 2022,” together with such different or additional series designation as

may be determined to be necessary or desirable (the “Bonds”), in an original aggregate principal amount not to exceed Five Million Eight Hundred Thousand Dollars (\$5,800,000) (the “Authorized Amount”) for the purpose of providing for the payment of (i) costs of the Projects, (ii) reimbursement of preliminary expenses related thereto and all incidental expenses incurred in connection therewith, including necessary engineering, design, supervisory and related activities and capitalized interest (all of which are deemed to be a part of the Project), and (iii) the costs of selling and issuing the Bonds; and

**WHEREAS**, it would be of public utility and benefit and in the best interests of the District and its citizens to pay the costs of the Projects and of the sale and issuance of the Bonds, which will provide special benefits to property owners in the District, such Bonds to be issued as special taxing district bonds of the District payable from special ad valorem property taxes as described more fully herein; and

**WHEREAS**, the amount of proceeds of the Bonds allocated to pay costs of the Projects, together with estimated investment earnings thereon, does not exceed the cost of the Projects as estimated by the Board; and

**WHEREAS**, the Board did not include the proceeds of the Bonds in the regular budget for the 2022 budget year; and

**WHEREAS**, there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the cost of the Projects, and the issuance of the Bonds has been authorized to procure the necessary funds and a need exists for the making of the additional appropriation set out herein; and

**WHEREAS**, notice of a hearing on said appropriation has been published as required by law; and

**WHEREAS**, such public hearing was held 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, on said appropriation at which all taxpayers and interested persons had an opportunity to appear and express their views regarding such additional appropriation; and

**WHEREAS**, the Board expects to pay for certain costs of the Projects (collectively, the “Expenditures”) prior to the issuance of the Bonds, and to reimburse the Expenditures with the proceeds of the Bonds; and

**WHEREAS**, the Commission desires to declare its intent to reimburse the Expenditures pursuant to Treas. Reg. § 1.150-2 and Indiana Code §5-1-14-6(c); and

**WHEREAS**, on April 20, 2022, the Common Council of the Unit (the “Council”) adopted an ordinance approving the issuance of the Bonds and the appropriation of the proceeds thereof, upon the terms and conditions set forth herein, and modified and prioritized the list of Projects originally set forth in Exhibit A to the Declaratory Resolution; and

**WHEREAS**, all conditions precedent to the adoption of a resolution authorizing the issuance of the Bonds have been complied with in accordance with the applicable provisions of the Act.

**NOW, THEREFORE, THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA, RESOLVES THE FOLLOWING:**

**SECTION 1. Modifying and Confirming the Projects.** After considering evidence presented to the Board at or before the public hearing on the Declaratory Resolution and based upon the views of the Common Council expressed to the Board, the Board hereby modifies and prioritizes the list of Projects as set forth in Exhibit A hereto. Any references to the “Projects” set forth in the Declaratory Resolution or this resolution shall now refer to the projects and priorities set forth in Exhibit A hereto. After considering evidence presented to the Board at or before the public hearing on the Declaratory Resolution and based upon the views of the Common Council expressed to the Board, the Board finds that it is necessary for the public health and welfare and will be of public utility and benefit to proceed with the Projects. The Declaratory Resolution, as modified herein, is hereby confirmed in all respects.

**SECTION 2. Authorization for Bonds.** In order to provide financing for the Projects as described above, including necessary engineering, design, supervisory and related activities and capitalized interest (all of which are deemed to be a part of the Project) and the costs of selling and issuing the Bonds, the District shall borrow money, and the Unit, acting for and on behalf of the District, shall issue the Bonds in an amount not to exceed the Authorized Amount and as otherwise herein authorized.

**SECTION 3. Appropriation of Bond Proceeds.** The Board hereby appropriates a sum not to exceed Five Million Eight Hundred Thousand Dollars (\$5,800,000), out of the proceeds of the Bonds, together with all investment earnings thereon, for the use of the Board in paying the costs of the Projects. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the Projects. Any surplus of such proceeds shall be credited to the proper fund as provided by law. All actions previously taken in connection with such appropriation, including publication of the notice of the public hearing, be, and hereby are, ratified and approved. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the Controller, along with a report of the appropriation, with the Indiana Department of Local Government Finance.

**SECTION 4. General Terms of Bonds.**

(a) **Issuance of Bonds.** In order to procure said loan for such purposes, the Board hereby authorizes the issuance of the Bonds as described herein. The Controller, as the fiscal officer of the Unit (the “*Fiscal Officer*”), is hereby authorized and directed to have prepared and to issue and sell the Bonds as negotiable, fully registered bonds of the District in an amount not to exceed the Authorized Amount.

The Bonds shall be signed in the name of the Unit, acting for and on behalf of the District, by the manual or facsimile signature of the Mayor as executive of the Unit (the

“Executive”) and attested by the manual or facsimile signature of the Fiscal Officer, who shall affix the seal of the Unit to each of the Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature or facsimile signature appears on the Bonds shall cease to be such officer before the delivery of Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The Bonds also shall be, and will not be valid or become obligatory for any purpose or entitled to any benefit under this resolution unless and until, authenticated by the manual signature of the Registrar (as defined in Section 8 hereof).

The Bonds shall be numbered consecutively from R-1 upward, shall be issued in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof (or such other denomination as the President of the Board shall determine prior to the sale of the Bonds based on the advice of bond counsel), shall be originally dated as of the first day of the month in which the Bonds are sold or dated the date of delivery, as determined by the Fiscal Officer, and shall bear interest payable semi-annually commencing on a February 15 or August 15 determined by the Fiscal Officer at the time of the sale of the Bonds, but no earlier than February 15, 2023, and continuing each February 15 and August 15 thereafter at a rate or rates not exceeding five percent (5.00%) per annum (the exact rate or rates to be determined by bidding or negotiation as provided in Section 8 hereof), calculated on the basis of a 360-day year comprised of twelve 30-day months. The Bonds shall mature or be subject to mandatory sinking fund redemption on February 15 and/or August 15 of each year in the years and in the amounts determined by the Fiscal Officer at the time of the sale of the Bonds, provided that the final maturity shall be no later than six (6) years from the date of issuance of the Bonds.

All or a portion of the Bonds may be aggregated into and issued as one or more term bonds. The term bonds will be subject to mandatory sinking fund redemption with sinking fund payments and final maturities corresponding to the serial maturities described above. Sinking fund payments shall be applied to retire a portion of the term bonds as though it were a redemption of serial bonds, and, if more than one term bond of any maturity is outstanding, redemption of such maturity shall be made by lot. Sinking fund redemption payments shall be made in a principal amount equal to such serial maturities, plus accrued interest to the redemption date, but without premium or penalty. For all purposes of this resolution, such mandatory sinking fund redemption payments shall be deemed to be required payments of principal which mature on the date of such sinking fund payments. Appropriate changes shall be made in the definitive form of Bonds, relative to the form of Bonds contained in this resolution, to reflect any mandatory sinking fund redemption terms.

(b) Source of Payment. The Bonds are, as to all the principal thereof and interest due thereon, special obligations of the District as a special taxing district, payable from special ad valorem property taxes on all taxable property within the District pursuant to Ind. Code § 36-10-4-38 (the “Special Tax”). The Bonds are not an indebtedness of the Unit or any other political subdivision of the State. The District may pay the Bonds from any funds legally available to the District, but is only obligated to pay the Bonds from the Special Tax.

(c) Payments. All payments of interest on the Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof as of the first (1st) day of the month in which interest is payable (the “Record Date”) at the addresses as they

appear on the registration and transfer books of the Board kept for that purpose by the Registrar (the "Registration Record") or at such other address as is provided to the Paying Agent (as defined in Section 6 hereof) in writing by such registered owner. Each registered owner of \$1,000,000 or more in principal amount of Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All principal payments and premium payments, if any, on the Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of \$1,000,000 or more in principal amount of Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

Interest on Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such Bonds are authenticated after the Record Date for an interest payment and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date for the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

(d) Transfer and Exchange. Each Bond shall be transferable or exchangeable only upon the Registration Record, by the registered owner thereof in writing, or by the registered owner's attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the Board, except for any tax or governmental charges required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The Unit, Board, Registrar, and Paying Agent may treat and consider the persons in whose names such Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest and premium, if any, due thereon.

(e) Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Unit may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Fiscal Officer and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the Unit and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Unit and the Registrar may charge the owner of such Bond with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the Unit, acting for and on behalf of the District, whether or not the lost,

stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this resolution, equally and proportionately with any and all other Bonds issued hereunder.

**SECTION 5. Terms of Redemption.** The Bonds may be made redeemable at the option of the Board on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, on dates and with premiums, if any, and other terms as determined by the President of the Board with the advice of the Board's municipal advisor, as evidenced by delivery of the form of Bonds to the Fiscal Officer.

Notice of redemption shall be mailed by first-class mail to the address of each registered owner of a Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Bond shall not affect the validity of any proceedings for the redemption of any other Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the Bonds called for redemption. The place of redemption may be determined by the Board. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such Bonds shall no longer be protected by this resolution and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any Bond or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this resolution with respect to any mutilated, lost, stolen or destroyed bond.

**SECTION 6. Appointment of Registrar and Paying Agent.** The Fiscal Officer or a financial institution designated by the Fiscal Officer is hereby appointed to serve as registrar and paying agent for the Bonds (together with any successor, the "Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Bonds, and shall keep and maintain the Registration Record at its office. The Executive is hereby authorized to enter into such agreements or understandings with any such institution as will enable the institution to perform the services required of the Registrar and Paying Agent. The Fiscal Officer is authorized to pay such fees as any such institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice to the Board and to each registered owner of the Bonds

then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Board. Such notice to the Board may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Board, in which event the Board may appoint a successor Registrar and Paying Agent. The Board shall notify each registered owner of the Bonds then outstanding of the removal of the Registrar and Paying Agent. Notices to registered owners of the Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall deliver all the Bonds, cash and investments related thereto in its possession and the Registration Record to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

**SECTION 7. Form of Bonds; Authorization for Book-Entry System.** The form and tenor of the Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

R-\_\_\_\_\_

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF MONROE

CITY OF BLOOMINGTON, INDIANA  
PARK DISTRICT BOND, SERIES 2022

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Authentication Date</u>	<u>[CUSIP]</u>
____%	_____15, 20__	_____ , 20__	_____ , 20__	_____

REGISTERED OWNER:

PRINCIPAL SUM: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

The City of Bloomington, Indiana (the "Unit"), acting for and on behalf of the City of Bloomington Park District, for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as hereafter provided), and to pay interest thereon until the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the first day of the month of the interest payment date (the "Record Date") and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before [February/August] 1, 20\_\_ in which case it shall bear interest from the Original Date, which interest is payable semi-annually on February 15 and August 15 of each year, beginning on [February/August] 15, 20\_\_. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of and premium, if any, on this bond are payable at the [principal] office of \_\_\_\_\_ (the "Registrar" or "Paying Agent"), in \_\_\_\_\_, \_\_\_\_\_. All payments of interest on this bond shall be paid by check mailed one business day prior to the

interest payment date to the Registered Owner as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Each Registered Owner of \$1,000,000 or more in principal amount of bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All payments of principal of and premium, if any, on this bond shall be made upon surrender thereof at the principal office of the Paying Agent in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a Registered Owner of \$1,000,000 or more in principal amount of Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

This bond is [the only] one of an authorized issue of bonds of the District [of like original date, tenor and effect, except as to denomination, numbering, interest rates, redemption terms and dates of maturity,] in the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), [numbered consecutively from R-1 upward,] issued for the purpose of providing funds for certain parks related projects in the Unit, [paying capitalized interest on the bonds] and paying incidental expenses to be incurred in connection therewith and on account of the sale and issuance of bonds therefor, as authorized by Resolution No. \_\_\_\_\_ adopted by the Board of Park Commissioners of the District (the "Board") on the 26<sup>th</sup> day of April 2022, entitled "RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA, AUTHORIZING ISSUANCE OF BONDS TO FINANCE CERTAIN PARK PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS, APPROPRIATING THE PROCEEDS THEREOF, MODIFYING AND CONFIRMING A DECLARATORY RESOLUTION AND APPROVING RELATED MATTERS" (the "Resolution"), and in accordance with the provisions of Indiana law, including without limitation Ind. Code 36-10-4, and other applicable laws, as amended (collectively, the "Act"), all as more particularly described in the Resolution. The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Resolution and the Act.

Pursuant to the provisions of the Act and the Resolution, the principal of and interest on this bond and all other bonds of said issue are payable as special taxing district obligations of the City of Bloomington Park District, as a special taxing district, from a special ad valorem property tax to be levied on all taxable property within the District. THIS BOND DOES NOT CONSTITUTE A CORPORATE OBLIGATION OR INDEBTEDNESS OF THE CITY OF BLOOMINGTON, INDIANA, BUT IS AN INDEBTEDNESS OF THE CITY OF BLOOMINGTON PARK DISTRICT AS A SPECIAL TAXING DISTRICT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF CITY OF BLOOMINGTON, INDIANA IS PLEDGED TO PAY THE INTEREST OR PREMIUM ON OR THE PRINCIPAL OF THIS BOND.

The bonds of this issue maturing on or after \_\_\_\_\_ 15, \_\_\_\_ are redeemable at the option of the Board on \_\_\_\_\_ 15, \_\_\_\_ or any date thereafter, on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, at 100% of face value plus accrued interest to the date fixed for redemption. Each minimum authorized denomination in principal amount shall be considered a separate bond for purposes of partial redemption.

[Insert mandatory sinking fund redemption terms, if any.]

Notice of such redemption shall be mailed by first-class mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each bond to be redeemed as shown on the registration record of the Board except to the extent such redemption notice is waived by owners of the bond or bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect



to any bond shall not affect the validity of any proceedings for the redemption of any other bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the bonds called for redemption. The place of redemption may be determined by the Board. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Resolution and shall not be deemed to be outstanding thereunder.

This bond is subject to defeasance prior to payment or redemption as provided in the Resolution.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the Board may deposit in trust with the Paying Agent or another paying agent, an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the Unit shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the registration record kept for that purpose at the office of the Registrar by the Registered Owner in person, or by the Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or such attorney, and thereupon a new fully registered bond or bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The Unit, the Board, any registrar and any paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest and premium, if any, due hereon.

The bonds maturing on any maturity date are issuable only in the denomination of [\$5,000 or any integral multiple thereof][\$100,000 plus any integral multiple of \$1,000 in excess thereof].

[A Continuing Disclosure Contract from the Unit to each registered owner or holder of any bond, dated as of the date of initial issuance of the bonds (the "Contract"), has been executed by the Unit, a copy of which is available from the Board and the terms of which are incorporated herein by this reference. The Contract contains certain promises of the Unit, on behalf of the District, to each registered owner or holder of any bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the exchange of such payment and acceptance for such promises.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Board of Park Commissioners of the City of Bloomington, State of Indiana, has caused this bond to be executed in the name of such Unit, for and on behalf of the Park District of said Unit, by the manual or facsimile signature of the Mayor of said Unit, and attested by manual or facsimile signature by the Controller of said Unit, and the seal of said Unit or a facsimile thereof to be affixed, engraved, imprinted or otherwise reproduced hereon.

CITY OF BLOOMINGTON, INDIANA

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Controller

It is hereby certified that this bond is one of the bonds described in the within-mentioned Resolution duly authenticated by the Registrar.

\_\_\_\_\_, as Registrar

By \_\_\_\_\_  
Authorized Representative

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM. as tenants in common

TEN. ENT. as tenants by the entireties

JT. TEN. as joint tenants with right of survivorship and not as tenants in common

UNIF. TRANS.  
MIN. ACT

\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust.) (Minor)

under Uniform Transfers to Minors Act of

\_\_\_\_\_  
(State)

Additional abbreviations may also be used although not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(please print or typewrite name and address of transferee)

\_\_\_\_\_  
(please insert social security or  
other identifying number of assignee)

\$\_\_\_\_\_ in principal amount (must be a multiple of [\$5,000]) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

(End of Form of Bond)

The Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Board from time to time (the “Clearing Agency”), without physical distribution of bonds to the purchasers. The following provisions of this Section apply in such event.

One definitive Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The Unit and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the Bonds as are necessary or appropriate to accomplish or recognize such book-entry form Bonds.

During any time that the Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such Bond may be registered upon the Registration Record in the name of such Clearing Agency, or any nominee thereof, including Cede & Co.; (2) the Clearing Agency in whose name such Bond is so registered shall be, and the Unit, the Board and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such Bond for all purposes of this resolution, including, without limitation, the receiving of payment of the principal of and interest and premium, if any, on such Bond, the receiving of notice and the giving of consent; (3) neither the Unit or the Board nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17(a) of the Securities Exchange Act of 1933, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any Bond called for partial redemption, if any, prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the Board receives notice from the Clearing Agency which is currently the registered owner of the Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the Bonds, or the Board elects to discontinue its use of such Clearing Agency as a Clearing Agency for the Bonds, then the Unit, the Board and the Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the Bonds and to transfer the ownership of each of the Bonds to such person or persons, including any other Clearing Agency, as the holders of the Bonds may direct in accordance with this resolution. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the Bonds, shall be paid by the Board.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the Bonds as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this resolution.

During any time that the Bonds are held in book-entry form on the books of the Clearing Agency, the provisions of its standard form of Letter of Representations, if executed in connection with the issuance of the Bonds, as amended and supplemented, or any Blanket Issuer Letter of Representations filed by the Unit, or any successor agreement shall control on the matters set forth therein. The Executive is authorized to execute and deliver such a Letter of Representations. The Registrar, by accepting the duties of Registrar under this resolution, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the Bonds are held in book-entry form, the provisions of this Section shall control over conflicting provisions in any other section of this resolution.

**SECTION 8. Sale of Bonds.** The Bonds shall be sold through either a public sale in accordance with Ind. Code 5-1-11, or a negotiated sale in accordance with Ind. Code 5-1-11-1(a)(2), as determined by the Fiscal Officer based on the recommendation of the Unit's municipal advisor.

If the Fiscal Officer determines to sell the Bonds at a public sale, the Fiscal Officer shall cause to be published either (i) a notice of such sale two (2) times, at least one (1) week apart, with the first publication made at least fifteen (15) days before the date of such sale and the second publication at least three (3) days before the date of the sale in accordance with Indiana Code 5-3-1-2 in one (1) newspaper, as defined in and in accordance with Indiana Code 5-3-1-4, or (ii) a notice of intent to sell bonds once each week for two (2) weeks in accordance with Indiana Code 5-1-11-2 and Indiana Code 5-3-1-4 and in a newspaper of general circulation published in the State capital, in which case bids may not be received more than ninety (90) days

after the first publication. Such notice, or a summary thereof, may also be published in any other publications deemed appropriate in the discretion of the Fiscal Officer. The bond sale notice shall state the time and place of sale, the purpose for which the Bonds are being issued, the total amount and maturities thereof, the maximum rate of interest thereon and any limitations as to the number of interest rates and the setting of such rates, the terms and conditions upon which bids will be received and the sale made, and such other information as the Fiscal Officer and the attorneys employed by the Unit shall deem necessary or advisable. Such notice shall provide, among other things, that each bid shall be accompanied by a certified or cashier's check or wire transfer in the amount of one percent of the par amount of the Bonds to guarantee performance on the part of the bidder, and that in the event the successful bidder shall fail or refuse to accept delivery of and pay for the Bonds as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then such check and the proceeds thereof shall become the property of the Unit and shall be considered as the Unit's liquidated damages on account of such default. All bids for the Bonds shall be sealed and shall be presented to the Fiscal Officer or his or designee at the physical or electronic address identified in the notice. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, not exceeding five percent (5.00%) per annum. Such interest rate or rates shall be in multiples of one-eighth (1/8) or one-hundredth (1/100) of one percent. Bids specifying more than one interest rate shall also specify the amount and maturities of the Bonds bearing each rate, and all Bonds maturing on the same date shall bear the same rate. The Bonds shall be awarded by the Fiscal Officer to the best bidder who has submitted a bid in accordance with the terms of this Resolution and the notice of sale. The best bidder will be the bidder who offers the lowest net interest cost to the Unit, to be determined by computing the total interest on all of the Bonds from the date thereof to their respective maturities and deducting therefrom the premium bid, if any. No bid for less than ninety-eight percent (98%) of the par value of the Bonds (or such higher percentage as may be determined by the Fiscal Officer at the time of the sale of the Bonds), plus accrued interest, shall be considered. No bid for less than all of the Bonds, plus accrued interest to the date of delivery, shall be considered. The Fiscal Officer shall have the right to reject any and all bids. In the event an acceptable bid is not received on the date fixed in the notice, the Fiscal Officer shall be authorized to continue the sale from day to day for a period of not to exceed thirty (30) days without re-advertising. During the continuation of the sale, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time originally fixed for the sale of the Bonds in the bond sale notice.

Alternatively, if the Fiscal Officer determines to sell the Bonds through a negotiated sale, the Fiscal Officer may negotiate the sale of said Bonds to one or more purchasers at an interest rate or rates not exceeding five percent (5.00%) per annum. The Executive and the Fiscal Officer are hereby authorized to (i) execute a bond purchase agreement, term sheet or other agreement (collectively, the "Purchase Agreement") with one or more purchasers selected by the Executive and the Fiscal Officer based upon the recommendation of the Unit's municipal advisor, and (ii) sell such Bonds upon such terms as are acceptable to the Executive and the Fiscal Officer consistent with the terms of this Resolution. The final form of the Purchase Agreement shall be approved by the Executive and the Fiscal Officer, upon the advice of the Unit's bond counsel and municipal advisor, and the Executive and the Fiscal Officer are hereby authorized and directed to complete, execute and attest the same on behalf of the Unit so long as its provisions are consistent with the terms of this Resolution.

After the Bonds have been properly sold and executed, the Fiscal Officer shall receive from the purchaser's payment for the Bonds and shall provide for delivery of the Bonds to the purchasers.

In connection with the sale of the Bonds, the Executive and the Fiscal Officer and the officers of the Board are each authorized to take such actions and to execute and deliver such agreements and instruments as they deem advisable to obtain a rating and/or to obtain bond insurance for the Bonds, and the taking of such actions and the execution and delivery of such agreements and instruments are hereby approved.

The Fiscal Officer is hereby authorized and directed to obtain a legal opinion as to the validity of the Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the Bonds or to cause a copy of said legal opinion to be printed on each Bond. The cost of such opinion shall be paid out of the proceeds of the Bonds.

#### **SECTION 9. Funds and Accounts.**

(a) **Use of Bond Proceeds; Capital Fund.** Any capitalized interest received at the time of delivery of the Bonds will be deposited to the Revenues Account of the Bond Fund as defined below and applied to payments on the Bonds on the first interest payment date. The remaining proceeds received from the sale of the Bonds shall be deposited in the fund hereby created and designated as the "City of Bloomington Park District Capital Fund" as provided in Ind. Code § 36-10-4-37, and specifically, to the separate account therein which is hereby created and designated as the "2022 Park Bond Construction Account" (the "Construction Account"). The proceeds deposited in the Construction Account, together with all investment earnings thereon, shall be expended by the Board only for the purpose of paying expenses incurred in connection with the Projects and on account of the sale and issuance of the Bonds. The Fiscal Officer is hereby authorized to pay costs of issuance from the proceeds of the Bonds. Any balance remaining in the Construction Account after the completion of the Projects which is not required to meet unpaid obligations incurred in connection therewith and on account of the sale and issuance of the Bonds may be used to pay debt service on the Bonds or otherwise used as permitted by law.

(b) **Bond Fund.** There is hereby created a separate fund, designated as the "City of Bloomington Park District Bond Fund" (the "Bond Fund") as provided in Ind. Code § 36-10-4-38, which shall be applied to the payment of the principal of and interest on the Bonds, and all other bonds payable from the Special Tax and/or other revenues of the Board as contemplated hereby, and to no other purpose not allowed under Ind. Code § 36-10-4-38. As the Special Tax is collected, it shall be accumulated in an account of the Bond Fund hereby created and designated as the "Special Tax Account". The Bond Fund shall also have a separate account designated the Revenues Account as described in Section 10 hereof.

**SECTION 10. Reduction of Special Tax Levy and Pledge of Certain Other Revenues.** The amount of the levy under Ind. Code § 36-10-4-38 each year of the Special Tax applicable to making payments on the Bonds shall be reduced by available revenues of the Board to the extent such revenues have been or will be set aside and designated by the Board for such purpose in the account of the Bond Fund hereby created and designated as the "Revenues

Account.” The Board hereby covenants to levy the Special Tax each year payments are due with respect to the Bonds to the extent the revenues of the Board described herein are not sufficient to timely pay the principal of and interest on the Bonds.

The amounts available and so designated in the Revenues Account of the Bond Fund shall be determined at the time the budget and tax levy for a given year is finally fixed, and such amounts shall be used for no purpose except as contemplated above and are hereby pledged by the Board to the payment of the Bonds, such pledge being effective as set forth in Ind. Code § 5-1-14-4 without the necessity of filing or recording this resolution or any other instrument except in the records of the Board.

**SECTION 11.**        Defeasance. If, when the Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption have been given, and the whole amount of the principal, premium, if any, and the interest so due and payable upon such bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of or unconditionally guaranteed by (including obligations issued or held in book entry form on the books of) the U.S. Department of the Treasury, and to the extent permitted by Indiana law and by each rating agency maintaining a rating on the Bonds, RefCorp interest strips, CATS, TIGRS, STRPS, defeased municipal bonds or other investments rated in the highest category for such obligations by Standard & Poor’s Corporation or Moody’s Investors Service (or any combination thereof), the principal of and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this resolution.

**SECTION 12.**        Tax Matters. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Board represents, covenants and agrees that:

(a)        No person or entity, other than the District or another state or local governmental unit, will use proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the District or another state or local governmental unit will own property financed by Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as take-or-pay or output contract, or any other type of arrangement that differentiates that person’s or entity’s use of such property from the use by the public at large.

(b)        No Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a non-governmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(c) The Board and the Unit will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations thereunder as applicable to the Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on Bond proceeds or other monies treated as Bond proceeds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

(d) The Unit will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.

(e) The Board and the Unit will not make any investment or do any other act or thing during the period that any Bond is outstanding hereunder which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the Bonds.

Notwithstanding any other provisions of this resolution, the foregoing covenants and authorizations (the “Tax Sections”) which are designed to preserve the exclusion of interest on the Bonds from gross income under federal income tax law (the “Tax Exemption”) need not be complied with to the extent the Unit receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

**SECTION 13.** Amendments. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Board of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Board for the purpose of amending in any particular any of the terms or provisions contained in this resolution, or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest or premium, if any, on any Bond or an advancement of the earliest redemption date on any Bond, without the consent of the holder of each Bond so affected; or

(b) A reduction in the principal amount of any Bond or the redemption premium or rate of interest thereon, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each Bond so affected; or

(c) A preference or priority of any Bond over any other Bond, without the consent of the holders of all Bonds then outstanding; or



(d) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution, without the consent of the holders of all Bonds then outstanding.

If the Board shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the Bonds. The Registrar shall not, however, be subject to any liability to any owners of the Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental resolution when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the Board shall receive any instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Board may adopt such supplemental resolution in substantially such form, without liability or responsibility to any owners of the Bonds, whether or not such owners shall have consented thereto.

No owner of any Bond shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Board or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Board and the Unit and all owners of Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this resolution, the rights, duties and obligations of the Board and the Unit and of the owners of the Bonds, and the terms and provisions of the Bonds and this resolution, or any supplemental resolution, may be modified or amended in any respect with the consent of the Board and the consent of the owners of all the Bonds then outstanding.

Without notice to or consent of the owners of the Bonds, the Board may, from time to time and at any time, adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental resolutions shall thereafter form a part hereof),

(a) To cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) To grant to or confer upon the owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds; or

(c) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental resolution, if such supplemental resolution will not adversely affect the owners of the Bonds; or

(d) To obtain or maintain bond insurance with respect to the Bonds; or

(e) To provide for the refunding or advance refunding of the Bonds; or

(f) To make any other change which, in the determination of the Board in its sole discretion, is not to the prejudice of the owners of the Bonds.

**SECTION 14.** Approval of Official Statement, Continuing Disclosure Undertaking and Other Documents. If legally required as part of a public offering of the Bonds in accordance with the provisions of Rule 15c2-12 of the United States Securities and Exchange Commission, as amended (the “SEC Rule”), the Executive and the Fiscal Officer are hereby authorized to deem final an official statement with respect to the Bonds, as of its date, in accordance with the provisions of the SEC Rule, subject to completion as permitted by the SEC Rule, and the Board further authorizes the distribution of the deemed final official statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Executive and the Fiscal Officer in the form of a final official statement. The Executive and the Fiscal Officer are further authorized to approve the form and distribution of any other offering materials that may be recommenced by the Unit’s municipal advisor in connection with a private placement of the Bonds.

If necessary in order to assist any underwriter of the Bonds in complying with paragraph (b)(5) of the SEC Rule by undertaking to make available disclosure about the District, the Unit and the Bonds to participants in the municipal securities market, the Executive and the Fiscal Officer are hereby authorized to execute and deliver, on behalf of the District, a continuing disclosure undertaking agreement or contract (the “Continuing Disclosure Contract”), upon delivery of the Bonds, with such terms therein as approved by such officers based upon the advice of bond counsel, the execution of such Continuing Disclosure Contract by such officers to be evidence of such approval. The Board hereby covenants, agrees and undertakes, in accordance with the SEC Rule, unless excluded from the applicability of the SEC Rule or otherwise exempted from paragraph (b)(5) of the SEC Rule, that it will comply with and carry out all of the its obligations thereunder by or through any employee or agent of the District and shall comply with and carry out the terms thereof. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Contract shall not be considered an event of default under the Bonds or this Resolution.

**SECTION 15.** Official Intent to Reimburse. The Board hereby declares its official intent to reimburse the Expenditures for the Projects with proceeds of the Bonds.

**SECTION 16.** No Conflict. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed. After the

issuance of the Bonds and so long as any of the Bonds or interest or premium, if any, thereon remains unpaid, except as expressly provided herein, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the Bonds, nor shall the Board adopt any law or resolution which in any way adversely affects the rights of such holders.

**SECTION 17.**        Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**SECTION 18.**        Non-Business Days. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this resolution, shall be a legal holiday or a day on which banking institutions in the Unit or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this resolution, and no interest shall accrue for the period after such nominal date.

**SECTION 19.**        Interpretation. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

**SECTION 20.**        Effectiveness. This resolution shall be in full force and effect from and after its passage.

[Signature Page Follows]

Passed and adopted by the Board of Park Commissioners of the City of Bloomington, Indiana, this 26<sup>th</sup> day of April, 2022.

BOARD OF PARK COMMISSIONERS OF  
THE CITY OF BLOOMINGTON, INDIANA

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Kathleen Mills, President

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Ellen Rodkey, Vice President

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Israel Herrera

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Jim Whitlatch

ATTEST:

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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 (the “Park District”), in order to promote climate change preparedness and implement equity and quality of life for all. General descriptions of the projects to be financed with the proceeds of the Bonds (collectively, the “Projects”) are listed below in order of priority, and include the following:

<u>Item</u>	<u>Min. Cost Estimate</u>	<u>Max. Cost Estimate</u>
1. Replace missing sidewalk on Rogers St. by Switchyard Park	\$200,000	\$200,000
2. 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
3. Design and right-of-way for North Dunn Street multiuse path (from the SR 45/46 Bypass to Old SR 37)	\$800,000	\$960,000
4. Addition of protected bicycle lanes along Covenanter Drive (from College Mall to Clarizz Blvd)	\$2,400,000	\$2,880,000
5. Griffy Loop Trail dam crossing and community access improvements	\$375,000	\$375,000

The total cost to the Park District of any single Project, including an allocable portion of the costs of issuing the Bonds, whether financed with proceeds of the Bonds or other legally available revenues of the Park District, shall in no event exceed Five Million Eight Hundred Thousand Dollars (\$5,800,000).



## STAFF REPORT

Agenda Item: C-4  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erin Hatch, Urban Forester  
**DATE:** April 26, 2022  
**SUBJECT:** AGREEMENT WITH BLUESTONE TREE FOR TUB GRINDING AND DISPOSAL OF WOOD WASTE AT TREE NURSERY

### **Recommendation**

Staff recommends approval of Bluestone Tree for grinding and removal of wood waste at the Urban Forestry tree nursery site.

Amount: \$15,200.00

Funding Source: 200-18-189503-53990

### **Background**

The City of Bloomington's various tree work produces a large amount of wood waste. The Nursery site at Ferguson Dog Park has been used as a site for wood waste accumulation over the course of many years. In order to continue to use this site for wood waste storage, the current debris pile needs to be disposed of through grinding and disposal of the subsequent materials.

**RESPECTFULLY SUBMITTED,**

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

Erin Hatch, Urban Forester

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
BLUESTONE TREE, LLC.  
FOR  
TUB GRINDING AND DISPOSAL OF WOOD WASTE**

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

**WITNESSETH:**

WHEREAS, the Department wishes to grind and remove a large amount of wood waste at the Ferguson Dog Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform tub grinding and disposal of created materials (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 Erin Hatch, Urban Forester, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Hundred Seventy-Five Dollars and zero cents per day (\$475.00/day), not to exceed a project total of Fifteen Thousand Two Hundred Dollars and zero cents (\$15,200.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Erin Hatch  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404  
[erin.hatch@bloomington.in.gov](mailto:erin.hatch@bloomington.in.gov)

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms



of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Bluestone Tree 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	Bluestone Tree, LLC.
Attn: Erin Hatch	Attn: Jerad Oren
401 N. Morton, Suite 250	P.O. Box 345
Bloomington, Indiana 47402	Clear Creek, Indiana 47426

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**BLUESTONE TREE, LLC.**

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

\_\_\_\_\_  
Jerad Oren, Co-Owner

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

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

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

Grind existing debris piles and haul away all grindings. Haul away any logs that are too large for horizontal grinder. Debris piles limited to those on the north side of the Nursery at Ferguson Dog Park, and some deteriorating large trunk pieces at center of nursery gravel drive. Existing pile of wood chips are not included in debris to be hauled.

Coordinate with the Urban Forester for access to Ferguson Dog Park.

Coordinate equipment access and navigate site to avoid damage to other nursery property, such as trees in storage, irrigation, planted trees, signage, etc.

## **EXHIBIT B**

### **“Project Schedule”**

Project to be completed by December 31, 2022.

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

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

**EXHIBIT D**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Bluestone Tree, LLC.**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

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

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

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

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





## STAFF REPORT

Agenda Item: C-5  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erin Hatch, Urban Forester  
**DATE:** April 26, 2022  
**SUBJECT:** AGREEMENT WITH CANOPYBLOOMINGTON FOR YOUTH TREE TENDER PROGRAM

### **Recommendation**

Staff recommends approval of a partnership agreement CanopyBloomington for support and use of their Tree Tenders youth employment program for work within Switchyard Park during summer 2022.

Amount: \$7,320.80

Funding Source: 176-18-189000-53990

### **Background**

The City of Bloomington seeks to partner with CanopyBloomington on their youth Tree Tenders program, a youth employment and training program. The Tree Tenders program would employ four high school age individuals for 8 to 10 weeks during summer 2022. The Tree Tender Crew would work within Switchyard Park for up to 10 hours per employee per week. The Tree Tender Crew would conduct maintenance and watering of various trees within Switchyard Park under the training and oversight of an arborist. Additionally, CanopyBloomington would engage these individuals in life-enrichment activities, such as workshops on financial literacy, resume building, tree identification, and/or mock tree inventories. This partnership would join goals of providing needed tree care for young trees within Switchyard Park, while engaging in a green job training program for youth. Funding covers wages for the employed youth and various program materials, such as program T-shirts, stepstools, and totes.

**RESPECTFULLY SUBMITTED,**

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

Erin Hatch, Urban Forester



## **COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP**

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

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

WHEREAS, BPRD and CanopyBloomington desire to cooperate in an urban forestry maintenance crew; and

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

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

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

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

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CanopyBloomington Tree Tenders, a youth employment program, to work for CanopyBloomington in BPRD parks, specifically Switchyard Park (“SYP”), by combining available resources from each party to the Agreement.

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

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

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

**3.1** The goal of BPRD is to provide well maintained park and street trees for the community to enjoy.

**3.2** BPRD agrees to:

1. Provide guidance on work needs under the direction of the Urban Forester for the individuals in CanopyBloomington’s Youth Tree Tender program (“Tree Tender Crew”).
2. To provide on-site training for the Tree Tender Crew.
3. Provide access to a green waste disposal facility for use at SYP for Tree

Tender Crew.

4. Provide access to water at SYP for tree watering by the Tree Tender Crew.
5. Provide maintenance equipment and supplies necessary to maintain the designated park trees, including but not limited to: folding step stools, foldable rolling cars, 15 gallon water tote, work shirts and safety vests. CanopyBloomington will purchase these materials with the approval of the Urban Forester and invoice BPRD for reimbursement.
6. Pay CanopyBloomington invoiced amounts for labor costs of the Tree Tender employment program, water and mulch supply cost, and associated program materials. Payment amount not to exceed Seven Thousand Three Hundred Twenty Dollars and eighty cents (\$7,320.80) for the 2022 employment season.
7. Provide a schedule of events within SYP that may restrict access to areas or limit work to be conducted.

#### **4.0 CANOPYBLOOMINGTON:**

**4.1** The goal of CanopyBloomington's Youth Tree Tenders program is to conduct an employment placement program to train and educate teenagers about the benefits of trees, the necessity of proper tree care, and provide hands on application of tree care practices.

**4.2** CanopyBloomington agrees to:

1. Conduct hiring interviews, hire, pay, and assume liability/risk coverage for Tree Tender Crews.
2. Provide crews of four (4) Youth Tree Tenders for maintenance of trees within Switchyard Park, with a total of 10 hours per week per Tree Tender.
3. Conduct training, pruning, mulching, and watering for up to 394 trees within Switchyard Park.
4. Invoice Parks twice per season for labor costs, midway through the season at 5 weeks and after completion of the season at 10 weeks, at a reimbursement rate of \$14.01 - \$15.01 per hour depending on the number of positions filled and hours worked.
5. Invoice Parks twice per season for mulch and water supply costs, midway through the season at 5 weeks and after completion of the season at 10 weeks, indicating the amount of each that was used during the corresponding invoicing period.
6. Provide or arrange for transportation for Tree Tender to the work site.

7. Provide a certified arborist to train and oversee associated tree work performed by the Tree Tenders.
8. Address behavioral issues that come up at sites.
9. Complete maintenance log daily per site.
10. Communicate with designated park staff on issues, progress, and supply needs.
11. Conduct at minimum one career and/or educational activity, such as workshops for resume development, interview skills, job applications, or financial management, during the course of the season.
12. Share and allow usage of images and videos of the Tree Tender Crew for marketing purposes.
13. Coordinate work within SYP following event restrictions within SYP, such as Food Truck Fridays.

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

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between CanopyBloomington 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 CanopyBloomington shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and CanopyBloomington shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. CanopyBloomington 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 CanopyBloomington is recognized as having the expertise and experience to hire and supervise the Tree Tender Crews safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- 5.6 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on city property.
- 5.7 Pursuant to Indiana code 35-47-11.1-2 and 3, the City is prohibited from

enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), CanopyBloomington 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 CanopyBloomington implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.

- 5.8** CanopyBloomington 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 CanopyBloomington's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or CanopyBloomington, or its employees, agents or patrons, by any third party, even if caused by the negligence of Releasee.

**6.0 Notice:**

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

**CanopyBloomington**  
Hannah Gregory  
PO Box 5591  
Bloomington, IN 47407  
(812) 701 - 5646

**BPRD**  
Erin Hatch  
401 N. Morton St., Suite 250  
Bloomington, IN 47404  
(812) 327-5251

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

CanopyBloomington  
Hannah Gregory  
PO Box 5591  
Bloomington, IN 47407  
(812) 701 - 5646

**BPRD**  
Erin Hatch – Urban Forester (812) 327 - 5251  
Hsiung Marler- Switchyard (217)898-6814

**7.0 Termination**

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

- 7.1** The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion

if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Partner of any such termination and the reasons therefore in writing.

**8.0 E-Verify**

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

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

**CITY OF BLOOMINGTON:**

**CANOPYBLOOMINGTON:**

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

\_\_\_\_\_  
Hannah Gregory, Forestry  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**EXHIBIT A**

E-VERIFY AFFIDAVIT

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

AFFIDAVIT

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

1. The undersigned is the \_\_\_\_\_ 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: C-6  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erin Hatch, Urban Forester  
**DATE:** April 26, 2022  
**SUBJECT:** AGREEMENT WITH URBAN CANOPY WORKS, LLC. FOR 2022 URBAN FORESTRY STORM RESPONSE PLAN

### **Recommendation**

Staff recommends approval of a contract with Urban Canopy Works, LLC. for the creation of an Urban Forestry Storm Response Plan.

Amount: \$8,800.00

Funding Source: 200-18-189503-53170

### **Background**

The City of Bloomington is experiencing increase storm events, and need for a coordinated procedure and priorities for addressing tree damage and debris after storms. The urban forestry program received grant funding from the IDNR for creation of a storm response plan. This plan would coordinate processes and procedures across the various departments and programs that respond after storm events, create prioritization for types of tree calls and locations for clean-up response, and create external information for the public on the City responsibilities and contacts for tree debris after storm events.

**RESPECTFULLY SUBMITTED,**

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

Erin Hatch, Urban Forester



**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
URBAN CANOPY WORKS, LLC.  
FOR  
2022 URBAN FORESTRY STORM RESPONSE 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 Urban Canopy Works, LLC. (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to create and Urban Forestry Storm Response Plan; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform facilitate plan creation as outlined in the Scope of Work (the “Services” as further defined below); and

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before March 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Erin Hatch, Urban Forester, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Thousand Eight Hundred Dollars and zero cents (\$8,800.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Erin Hatch  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404  
[erin.hatch@bloomington.in.gov](mailto:erin.hatch@bloomington.in.gov)

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

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

reasonable alternative means of performance under the Agreement. Parks shall notify Urban Canopy Works, LLC of any such termination and the reasons therefor in writing.

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). 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	Urban Canopy Works, LLC.
Attn: Erin Hatch	Attn: Rachel Comte
401 N. Morton, Suite 250	817 Dayton Street
Bloomington, Indiana 47402	Newport, Kentucky 40171

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**

**URBAN CANOPY WORKS, LLC.**

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

\_\_\_\_\_  
Rachel Comte, Principal

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

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

## **EXHIBIT A**

### **“Scope of Work”**

See attached City of Bloomington Parks and Recreation 2022 Urban Forestry Storm Response Plan Proposal from Urban Canopy Works, LLC.

## **EXHIBIT B**

### **“Project Schedule”**

Project to be completed by March 31, 2023.



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.

**Urban Canopy Works, LLC.**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

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

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

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

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



## City of Bloomington Register of Proposals



Date: March 8, 2022

Proposal Due Date and Time:	Tuesday, March 8, 2022 9:00AM EST
Location, Date and Time opened:	Parks and Recreation Office on Wednesday, March 2 1:00PM EST
Department:	Parks and Recreation
Proposals Opened By:	Erin Hatch, Urban Forester
Proposals Witnessed By:	Erin Hatch, Urban Forester      Joanna Sparks, City Landscaper Rebecca Swift, Natural Resources Coord. **Tim Street, Operations and Development Division Director

## 2022 URBAN FORESTRY STORM RESPONSE PLAN RFP 2022

Proposers	Address	Date Proposal Received	Proposal Cost	E-Verify Affidavit (Y/N)	Non-Collusion Affidavit (Y/N)	Affirmative Action Plan
Davey Resource Group, Inc.	5641 West 73rd Street, Indianapolis, IN 46278	3/2/22	\$23,215.00	N	N	Y
Indigo Tree Consulting		3/1/22	\$10,000.00	N	N	Y
Urban Canopy Works, LLC	817 Dayton Street, Newport, KY 40171	2/24/22	\$8,800.00	N	N	N

List the basis on which the award was made under the comments section:

### Comments

\*\* E-Verify Affidavit and Non-Collusion Affidavit not required with proposal. Affirmative Action Plan required if bid greater than \$10,000.00. Davey Resource Group exceeded set budget of \$21,000. Original group of 3 evaluators scores were tied between Urban Canopy Works, LLC and IndigoTree Consulting. Tim Street, Operations and Development Division Director was asked to come in as an additional evaluator to examine just Indigo Tree Consulting and Urban Canopy Works. All vendors have qualified staff and references for related prior work. Indigo Tree Consulting was determined to be the best scoring vendor after evaluation from 4th evaluator.

**Register of proposals; contents**

Sec. 5. (a) A register of proposals must be:

- (1) prepared; and
- (2) **open for public inspection after contract award.**

(b) The register of proposals must contain the following:

- (1) A copy of the request for proposals. *(The RFP the City issued)*
- (2) A list of all persons to whom copies of the request for were given.

(3) A list of all proposals received, which must include all of which must include the following:

- (A) The names and addresses of all offerors.
- (B) The dollar amount of each offer.

(C) The name of the successful offeror and the dollar amount of that offeror's offer.

(4) The basis on which the award was made.

(5) The entire contents of the contract file except for proprietary



## STAFF REPORT

Agenda Item: C-7  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Leslie Brinson- Community Events Manager  
**DATE:** April 26, 2022  
**SUBJECT:** SERVICE AGREEMENT WITH CARPETPLUS COLORTILE FOR BANNEKER COMMUNITY CENTER

### Recommendation

Staff recommends approval of a mid-level service agreement with CarpetPlus ColorTile for the replacement of carpet at the Banneker Community Center on the third floor and library. The contract will include the removal of the old carpet and placement of new carpet. The replacement carpet will be paid with a donation that is being housed with the Parks Foundation.

### Background

The Banneker Community Center has worked with CarpetPlus ColorTile for previous carpet replacements at the Center and the recent replacement of the Kitchen flooring. The carpet on the third floor and library have not been replaced in several years and have many places with frayed seams. The new carpet will be carpet square to make the replacement of sections easier.

**RESPECTFULLY SUBMITTED,**

Leslie Brinson, Community Events Manager

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
CARPETSPLUS COLOR TILE  
FOR  
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 CarpetsPlus ColorTile ("Contractor"),

**WITNESSETH:**

WHEREAS, the Department wishes to replace the carpet on the third floor and library/ office area; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the removal of the old carpet, placement of underlayment and placement of new carpet (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 Banneker Community Center 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.

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The Department shall pay Contractor for all fees and expenses in an amount not to exceed Sixteen Thousand two hundred dollars (\$16,200). 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 Community Center 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.

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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.

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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.

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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		CarpetsPlus ColorTile
Attn: Banneker Coordinator		Greg Taggart
401 N. Morton, Suite 250		1180 S Liberty Drive
Bloomington, Indiana 47402		Bloomington, IN 47403

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

**Article 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**

**CARPETSPLUS COLORTILE**

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

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

\_\_\_\_\_  
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: For both 3<sup>rd</sup> Floor and Library and Office

Carpet Removal- pad and tack  
Vinyl Underlayment  
Quarter Round/ Shoe Mold New  
Transitions  
New Carpet Installation

## **EXHIBIT B**

### **“Project Schedule”**

Project completion prior to June 1st

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.

**CarpetsPlus ColorTile**

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: \_\_\_\_\_





## City of Bloomington Tabulation Form



Date: 4/12/2022

Department Contact Information	
Name	Leslie Brinson
Address	Recreation Dept. PO Box 848
City, State, ZIP	Bloomington, IN 47402
Phone	(812)349-3715
Email	<a href="mailto:brinsonl@bloomington.in">brinsonl@bloomington.in</a>

### Quote/Bid Tabulation for Parks and Recreation Banneker Community Center Carpet

VENDORS	3rd Floor	Off/Library	Total			
CarpetsPlus Colortile	\$11,479.74	\$4,641.74	\$16,121.48			
Bounds and McPike	no response					
Wylie Floor Covering	no response					

Bid or Quote will be awarded to:

CarpetsPlus ColorTile



## STAFF REPORT

Agenda Item: C-8  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Leslie Brinson- Community Events Manager  
**DATE:** April 26, 2022  
**SUBJECT:** POLICY UPDATES- POLICY 1020, POLICY 1030, AND POLICY 1080

### **Recommendation**

Staff recommends approval of the updates made to Policy 1020 (Mission Statement), Policy 1030 (Mission, Philosophy, Objectives), and Policy 1080 (Meeting Values). These updates are all related to the new approved Mission Statement and the Values statements approved at the March Park Board meeting.

### **Background**

The Parks and Recreation Department has a Policy Manual that guides the procedures and processes for the department. Periodically these policies are reviewed and updated as our facilities and processes change. Updating the Policy Manual is also a requirement in the CAPRA accreditation standards.

The updates are all related to the new Mission Statement and Values statements approved at the March 22, 2022 Board of Park Commissioners meeting.

**RESPECTFULLY SUBMITTED,**

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

Leslie Brinson, Community Events Manager

2021-January



# CITY OF BLOOMINGTON

Parks and Recreation

## General Policies Parks and Recreation Mission: 1020

Date: March 27, 1998  
Reviewed: October, 2020  
Updated: April 26, 2022

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### **POLICY RE:           Bloomington Parks & Recreation Mission Statement**

~~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 recreational facilities while working in cooperation with other service providers in the community in order to maximize all available resources.~~

We equitably enrich community well-being by providing quality parks, trails, facilities, programs and services, and through the stewardship of natural spaces.



# CITY OF BLOOMINGTON

Parks and Recreation

## General Policies Mission, Philosophy, Objectives: 1030

Date: July 1, 2003

Reviewed: October, 2020

Updated: April 26, 2022

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**POLICY RE: Mission, Philosophy and Objectives of the Department**

### Department Mission Statement

~~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 recreational facilities while working in cooperation with other service providers in the community in order to maximize all available resources.~~

We equitably enrich community well-being by providing quality parks, trails, facilities, programs and services, and through the stewardship of natural spaces.

### Philosophy and Objectives

#### **Comprehensive Planning Process**

The Bloomington Parks and Recreation Department reviews its philosophy and objectives through a comprehensive planning process. This process generally occurs in 5-year cycles.

### Strategic Action Plan

In addition, the department, with Park Board and public input, compiles a Strategic Action Plan that outlines the allocation of department resources on an annual basis for a period of generally 1 to 3 years, or up to 1 to 5 years. The Strategic Action Plan establishes measurable objectives with defined timelines and assigned staff members accountable for completing each objective. The Strategic Action Plan serves as a report card to the community, tracking department progress on specified objectives.



## **General Policies**

**Values: 1080**

**Date: July 19, 2010**

**Reviewed: Nov., 2020**

**Updated: April 26, 2022**

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### **POLICY RE:           Management Values**

#### **Performance Quality - “Do the Basics Right”**

All employees are required to be professional, pay attention to details, be friendly, helpful, honest, fair, empathetic, and courteous in providing services. Work products and performances are to be of the highest quality possible. Supervisors shall establish clear expectations and standards for each employee which allow them to succeed in meeting performance quality expectations. Feedback and recognition shall be provided to employees for their positive performance.

#### **Teamwork - “Common People Working Together Can Attain Uncommon Results”**

The effectiveness of the parks & recreation team depends on enabling others to act and empowerment of employees. This team effectiveness places a high value on positive sharing of information, tasks, and concerns between staff. The opposite is true of negative comments regarding the team which are shared “behind the scenes” as they reduce the effectiveness of the team and cause conflict. Negative comments that address problems or concerns that are shared privately among staff members rather than openly discussed will not be tolerated. Serving as an individual thinker, challenging department process/policies, and occasional disagreement are necessary to develop the energy and teamwork needed to provide quality park and recreation services. By strengthening each other we all work better.

#### **Leadership - “Individual Effort Does Make a Difference”**

Each department employee shares authority to provide the Bloomington community with the highest quality park and recreation experience. The sharing of authority also demands that leadership and responsibility be shared by all staff of the department from Administrator to laborer to staff associate and clerk. Independent actions and exceptions to policy which are results oriented are expected and rewarded, and reflect the basic values of the department and increase the quality of service provided to clients.

#### **Cost Consciousness - “We All Own the Store”**

Parks and recreation simply needs to perform in a cost-effective and efficient manner. The costs of service provided by the department must reflect high quality and satisfaction. Financial accountability is demanded of all employees so public funds are not misspent or used ineffectively. Simpler, more cost effective methods of functioning are to be explored and

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# CITY OF BLOOMINGTON

Parks and Recreation

## General Policies

Values: 1080

Date: July 19, 2010

Reviewed: Nov., 2020

Updated: April 26, 2022

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selected. Employees who value ideas that improve service at the same costs or reduced costs of service will be rewarded.

### **Agency Image - “Look Good, Be Good”**

Department staff actions, appearances, and demeanor reflect on the department and the entire City of Bloomington. The agency image to be conveyed is a “can do” attitude that is responsible to the client and the department’s missions. Uniforms, training, and a “personal” approach to the community are required to continue the image of an effective, quality service agency. Clients shall be able to use all employees as a “referral source” for a department program or service and as such, all employees shall be briefed on all department services. Issues brought to staff by participants are to be viewed as the first part of the problem solving process; that of identifying a problem and its potential solution, not as a disruption or “pain.”

### **Innovation/Creativity - “Proactive Ideas Result in Better Service”**

The Parks and Recreation Department shall employ only the best, most talented and creative individuals available. Maximum freedom to work according to each employees’ potential, abilities, style, and the work situation shall be afforded in order to provide the best service possible. Improved, or increased quality service proposals shall be accepted without question, if they meet department values and guidelines.

### **Training - “Employees are Our Most Important Asset”**

Employees and volunteers represent the most important resource of the Parks and Recreation Department. The department shall invest in these employees by providing adequate training and development opportunities. Orientation and education as to job roles, description, competencies, and development opportunities shall be provided to all employees. Each employee shall serve as a personal example of the commitment to provide the highest quality park and recreation services to the community. Retention of employees is required if the department is to maximize the potential of the individual and the department.

### **Openness - “There is a Better Way”**

The Parks and Recreation Department and its employees shall endeavor at all times to be open to suggestions for service improvement. Complaints and suggestions shall immediately be forwarded to division directors or administrative staff. Problems or concerns will be viewed with an attitude of “fix-it.” The organization shall not defend a policy or procedure that a

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# CITY OF BLOOMINGTON

Parks and Recreation

## General Policies

Values: 1080

Date: July 19, 2010

Reviewed: Nov., 2020

Updated: April 26, 2022

customer may feel is wrong for the express purpose of defending the department's policy. An openness to finding better solutions is a necessity.

### Mission Vision Values

The Parks and Recreation Department has a Mission Vision Values statement that states the following:

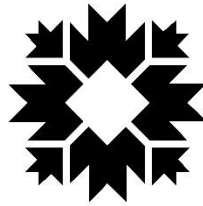
**VISION** – we strive to provide the highest quality parks, recreation services and greenspace to enhance the quality of life for our community.

**MISSION** - ~~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, trail and recreational facilities while working in cooperation with other service providers in the community in order to maximize all available resources.~~

We equitably enrich community well-being by providing quality parks, trails, facilities, programs and services, and through the stewardship of natural spaces.

**VALUES -** Diversity  
\_\_\_\_ Service  
\_\_\_\_ Respect  
\_\_\_\_ Stewardship  
\_\_\_\_ Quality  
\_\_\_\_ Accountability  
\_\_\_\_ Progressive  
\_\_\_\_ Responsive

\_\_\_\_ Accountability  
\_\_\_\_ Community  
\_\_\_\_ Diversity  
\_\_\_\_ Fun  
\_\_\_\_ Inclusion  
\_\_\_\_ Respect  
\_\_\_\_ Service  
\_\_\_\_ Stewardship



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C- 9  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** April 26, 2022  
**SUBJECT:** CONTRACT FOR SERVICES WITH BRUCE WILDS SECURITY FOR THE  
FOURTH OF JULY PARADE AND EVENT SECURITY

### Recommendation

Staff recommends approval of the contract for services with Bruce Wild's Security to provide security services at the Fourth of July Parade, concerts, and security other Community Events as needed. The service contract is not to exceed \$6,600 (Community Events- 200-18-186500-53990- \$3,900; 201-18-186500-53990 - \$600; 201-18-186506-53990- \$1600; and 201-18-186507-53990 - \$500)

### Background

The Department has utilized Bruce Wilds Security for these services for several years and has been very happy with their work. Bruce Wilds will provide security at the Fourth of July Parade and also at other Community Events, including the Happy Hours on the Lawn concerts at Switchyard Park.

**RESPECTFULLY SUBMITTED,**

Bill Ream, Community Events Coordinator



**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
BRUCE WILDS SECURITY  
FOR  
SECURITY AT COMMUNITY EVENTS**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bruce Wilds Security ("Contractor"),

**WITNESSETH:**

WHEREAS, the Department wishes to hold a variety of community events; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform security services at certain community events (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 Bill Ream, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 six thousand six hundred (\$6,600). 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:

Bill Ream, Community Events Coordinator  
City of Bloomington Parks and Recreation  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

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

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

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

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

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

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

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

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

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

**Article 14. Insurance**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:****Contractor:**

City of Bloomington Parks and Recreation	Bruce Wilds Security
Attn: Bill Ream	Attn: Bruce Wilds
401 N. Morton, Suite 250	602 Waterloo Ct.
Bloomington, Indiana 47402	Bloomington, Indiana 47401

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**

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Beth Cate, Corporation Counsel

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Bruce Wilds, Owner

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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:

1. Provide security services for the Fourth of July Parade in downtown Bloomington on Monday July 4<sup>th</sup>, 2022 from 7am – 12pm
2. Provide security services for Happy Hours on the Lawn concerts at Switchyard Park on Fridays June 10<sup>th</sup>, July 8<sup>th</sup>, August 12<sup>th</sup>, and September 9<sup>th</sup>, 2022 from 5:30-8:30pm.
3. Provide security as needed for other events coordinated by the Community Events division of Bloomington Parks and Recreation

## **EXHIBIT B**

### **“Project Schedule”**

- Monday July 4<sup>th</sup> – 7am-12pm
- Fridays June 10<sup>th</sup>, July 8<sup>th</sup>, August 12<sup>th</sup>, and September 9<sup>th</sup> - 5:30-8:30pm
- Other times as needed for events



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.

**Bruce Wilds 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: C-10

Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Tim Street, Operations and Development Division Director  
**DATE:** April 26, 2022  
**SUBJECT:** MOU WITH CITY OF BLOOMINGTON UTILITIES REGARDING BERM 16  
AT SWITCHYARD PARK

### Recommendation

Staff recommends approval of a Memorandum of Understanding with City of Bloomington Utilities to outline responsibilities and costs surrounding the maintenance of a sewer main that runs underneath Berm 16 at Switchyard Park.

### Background

Near the end of construction activity at Switchyard Park, the Parks Department authorized the construction and enlargement of Berm 16 at the old Wee Willie's site on S. Walnut. This berm contains coal ash that was excavated from the site as part of construction and is capped with topsoil according to state best practices. During construction of the berm, representatives from CBU and Parks discussed the need to create a MOU regarding future maintenance of a sewer main underneath Berm 16. This MOU formalizes the agreements made in those discussions.

**RESPECTFULLY SUBMITTED,**

Tim Street, Operations and Development Division Director

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BLOOMINGTON UTILITIES DEPARTMENT  
AND  
BLOOMINGTON, INDIANA BOARD OF PARK COMMISSIONERS  
FOR  
SEWER MAIN AT SWITCHYARD PARK**

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

**WHEREAS**, Parks owns two (2) parcels of land as evidenced by a quit claim deed at Instrument Number 2009022206 recorded with the Monroe County Recorder’s Office on 12-30-2009, and a quit claim deed at Instrument Number 2012009513 recorded with the Monroe County Recorder’s Office on 6-18-2012, which attached hereto, marked as **Exhibit “A”**, and by this reference incorporated herein (hereinafter the “Property”). The Property is part of what is now commonly known as Switchyard Park; and

**WHEREAS**, in 1989 CBU installed a 36 inch sewer main across and through the Property which CBU continues to own, operate and maintain (hereinafter the “Sewer Main”). A map showing the location of the Sewer Main is attached hereto, marked as **Exhibit “B”**, and by this reference incorporated herein; and

**WHEREAS**, during construction of Switchyard Park, Parks, pursuant to legal parameters imposed by the Indiana Department of Environmental Management (hereinafter “IDEM”), knowingly caused certain spoils consisting predominantly of coal ash to be placed into a capped berm (hereinafter the “Berm”) which in part sits on top of and across CBU’s Sewer Main and creates approximately sixteen feet of new ground cover on top of the Sewer Main. The location of the Berm is as also shown in **Exhibit “B”**; and

**WHEREAS**, CBU and Parks acknowledge that placement of the Berm on top of the Sewer Main creates a burden upon CBU making it very costly, time consuming, and possibly dangerous, for CBU to remove the Berm when CBU needs to operate, maintain, repair or replace the Sewer Main; and

**WHEREAS**, CBU and Parks wish to establish this Memorandum of Understanding to delineate responsibilities of each party where they concern future operation, maintenance, repair or replacement of the Sewer Main.

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

1. Parks grants CBU full and continuous access into and onto the Property as necessary to operate, inspect, maintain, repair and/or replace the Sewer Main located therein, including any and all sections of Sewer Main located underneath any portion of the Berm.
2. In the event that CBU, upon its sole discretion, decides it needs to excavate any portion of the Berm in order to operate, inspect, maintain, repair and/or replace any section of the Sewer Main located underneath the Berm, then CBU and Parks shall cooperate and work together for the common goal of obtaining the appropriate permit(s) (hereinafter the “Permits”) from

the Indiana Department of Environmental Management (“IDEM”) and shall comply with any and all terms and conditions of the Permits regarding said excavation of the Berm.

3. CBU shall consider alternative methods of construction including boring underneath the Berm. If, at the sole discretion of CBU, boring is determined to be an option, then CBU and Parks shall cooperate and work together for the common goal of obtaining the appropriate permit(s) (hereinafter the “Permits”) from the Indiana Department of Environmental Management (“IDEM”) and shall comply with any and all terms and conditions of the Permits regarding boring underneath the Berm.
4. CBU shall be permitted to excavate the Berm in accordance with trench safety laws and best management practices and to handle any and all Berm excavation spoils as required by the Permits.
5. Parks shall erect any and all public notices and signage around the perimeter of the construction zone during CBU’s excavation and operation, inspection, maintenance, repair and/or replacement of the Sewer Main as necessary and/or in keeping with the Permits so as to provide full notices to the public. Said signage shall serve to notify the public of construction and resultant park area restrictions;
6. In the event any CBU operations, inspections, maintenance, repairs and/or replacements of the Sewer Main impact Switchyard Park, Parks shall erect temporary fencing as necessary and/or in keeping with the Permits so as to safely separate any and all patron activity in Switchyard Park from any and all CBU construction activity.
7. CBU shall place any and all Property impacted by CBU construction activity back in as good a condition as the same were immediately prior to any construction activity occurring on the Property and/or in accordance with the terms and conditions set forth in the Permits.
8. Parks shall be 100% responsible for, and shall reimburse CBU for any and all costs of construction associated with any and all additional burdens caused by the Berm’s location on top of the Sewer Main.
9. In the event of an emergency, as determined solely by CBU, CBU is permitted to and shall commence any and all necessary activities including but not limited to excavation and construction to gain access to its Sewer Main even if such activities disturb the Berm and Parks shall be responsible for any IDEM fines and costs that may result from CBU’s disturbance of the Berm prior to Parks and CBU securing proper approval and/or permits from IDEM.
10. CBU is not responsible for any damage to any trees, plant life, structures or other property, real or personal, located on or around the Berm that may be damaged or destroyed as a result of any activities CBU may undertake to operate, inspect, maintain, repair and/or replace the Sewer Main.

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

**CITY OF BLOOMINGTON  
UTILITIES SERVICE BOARD**

Jeff Ehman, Date  
President

**Attest:** \_\_\_\_\_  
LaTreana Harrington, Date  
Secretary to the Board

**BLOOMINGTON INDIANA BOARD  
OF PARK COMMISSIONERS**

Kathleen Mills, Date  
President

## **MEMORANDUM**

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**TO: Utilities Service Board**

**FROM: Chris Wheeler, City Legal**

**RE: Request Approval of MOU for Switchyard Park Sewer Main and Berm Agreement**

**Date: April 11, 2022**

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This MOU is between CBU and Parks. It is intended to delineate the rights and responsibilities between the two Departments for ongoing maintenance and operation of the sewer main running south along the east side of Switchyard park. Parks placed a large pile of coal ash on the east side of Switchyard park on property where the old Wee Willies restaurant was located. The coal ash is capped in accordance with IDEM requirements, creating a mound or “berm”. The westernmost portion of this berm sits on top of a CBU sewer main. The MOU discusses the fact that Parks will be responsible for any and all additional expenses that CBU may incur as a result of the berm being located where it is whenever CBU needs to perform work on the sewer main.

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Staff Recommendation:      Staff recommends approval of this MOU with Parks.

Board Action:                      USB to discuss and vote on the MOU on 4/11/2022

Remaining Action:                Board of Parks Commissioners to discuss and vote on the MOU on 4/26/2022

**Cross references:**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BLOOMINGTON UTILITIES DEPARTMENT  
AND  
BLOOMINGTON, INDIANA BOARD OF PARK COMMISSIONERS  
FOR  
SEWER MAIN AT SWITCHYARD PARK**

**THIS MEMORANDUM OF UNDERSTANDING** is entered into by and between the City of Bloomington Utilities Department (Hereinafter referred to as "CBU") acting through its Utilities Service Board (Hereinafter referred to as "USB"), and the Bloomington, Indiana, Board of Park Commissioners (Hereinafter referred to as "Parks").

**WHEREAS**, Parks owns two (2) parcels of land as evidenced by a quit claim deed at Instrument Number 2009022206 recorded with the Monroe County Recorder's Office on 12-30-2009, and a quit claim deed at Instrument Number 2012009513 recorded with the Monroe County Recorder's Office on 6-18-2012, which attached hereto, marked as **Exhibit "A"**, and by this reference incorporated herein (hereinafter the "Property"). The Property is part of what is now commonly known as Switchyard Park; and

**WHEREAS**, in 1989 CBU installed a 36 inch sewer main across and through the Property which CBU continues to own, operate and maintain (hereinafter the "Sewer Main"). A map showing the location of the Sewer Main is attached hereto, marked as **Exhibit "B"**, and by this reference incorporated herein; and

**WHEREAS**, during construction of Switchyard Park, Parks, pursuant to legal parameters imposed by the Indiana Department of Environmental Management (hereinafter "IDEM"), knowingly caused certain spoils consisting predominantly of coal ash to be placed into a capped berm (hereinafter the "Berm") which in part sits on top of and across CBU's Sewer Main and creates approximately sixteen feet of new ground cover on top of the Sewer Main. The location of the Berm is as also shown in **Exhibit "B"**; and

**WHEREAS**, CBU and Parks acknowledge that placement of the Berm on top of the Sewer Main creates a burden upon CBU making it very costly, time consuming, and possibly dangerous, for CBU to remove the Berm when CBU needs to operate, maintain, repair or replace the Sewer Main; and

**WHEREAS**, CBU and Parks wish to establish this Memorandum of Understanding to delineate responsibilities of each party where they concern future operation, maintenance, repair or replacement of the Sewer Main.

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

1. Parks grants CBU full and continuous access into and onto the Property as necessary to operate, inspect, maintain, repair and/or replace the Sewer Main located therein, including any and all sections of Sewer Main located underneath any portion of the Berm.
2. In the event that CBU, upon its sole discretion, decides it needs to excavate any portion of the Berm in order to operate, inspect, maintain, repair and/or replace any section of the Sewer



Main located underneath the Berm, then CBU and Parks shall cooperate and work together for the common goal of obtaining the appropriate permit(s) (hereinafter the "Permits") from the Indiana Department of Environmental Management ("IDEM") and shall comply with any and all terms and conditions of the Permits regarding said excavation of the Berm.

3. CBU shall consider alternative methods of construction including boring underneath the Berm. If, at the sole discretion of CBU, boring is determined to be an option, then CBU and Parks shall cooperate and work together for the common goal of obtaining the appropriate permit(s) (hereinafter the "Permits") from the Indiana Department of Environmental Management ("IDEM") and shall comply with any and all terms and conditions of the Permits regarding boring underneath the Berm.
4. CBU shall be permitted to excavate the Berm in accordance with trench safety laws and best management practices and to handle any and all Berm excavation spoils as required by the Permits.
5. Parks shall erect any and all public notices and signage around the perimeter of the construction zone during CBU's excavation and operation, inspection, maintenance, repair and/or replacement of the Sewer Main as necessary and/or in keeping with the Permits so as to provide full notices to the public. Said signage shall serve to notify the public of construction and resultant park area restrictions;
6. In the event any CBU operations, inspections, maintenance, repairs and/or replacements of the Sewer Main impact Switchyard Park, Parks shall erect temporary fencing as necessary and/or in keeping with the Permits so as to safely separate any and all patron activity in Switchyard Park from any and all CBU construction activity.
7. CBU shall place any and all Property impacted by CBU construction activity back in as good a condition as the same were immediately prior to any construction activity occurring on the Property and/or in accordance with the terms and conditions set forth in the Permits.
8. Parks shall be 100% responsible for, and shall reimburse CBU for any and all costs of construction associated with any and all additional burdens caused by the Berm's location on top of the Sewer Main.
9. In the event of an emergency, as determined solely by CBU, CBU is permitted to and shall commence any and all necessary activities including but not limited to excavation and construction to gain access to its Sewer Main even if such activities disturb the Berm and Parks shall be responsible for any IDEM fines and costs that may result from CBU's disturbance of the Berm prior to Parks and CBU securing proper approval and/or permits from IDEM.
10. CBU is not responsible for any damage to any trees, plant life, structures or other property, real or personal, located on or around the Berm that may be damaged or destroyed as a result of any activities CBU may undertake to operate, inspect, maintain, repair and/or replace the Sewer Main.

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

**CITY OF BLOOMINGTON  
UTILITIES SERVICE BOARD**

Jeff Ehman  
Jeff Ehman (Apr 13, 2022 14:55 EDT)

Apr 13, 2022

Jeff Ehman,  
President

Date

**BLOOMINGTON INDIANA BOARD  
OF PARK COMMISSIONERS**

Kathleen Mills,  
President

Date

Attest:

L. Teague  
LaTreana Teague  
Secretary to the Board

4/14/2022  
Date

# EXHIBIT A

## Source of Ownership

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**DULY ENTERED  
FOR TAXATION**

DEC 22 2009

*M*  
Auditor Monroe County, Indiana 13

2009022206 00 \$36.00  
12/30/2009 08:01:29R 10 PGS

Monroe County Recorder IN  
Recorded as Presented

*PS/  
only*

RETURN TO: The City of Bloomington  
Chief of Staff and Corporate Counsel  
Suite 220  
401 S. Morton Street  
Bloomington, IN 47402  
Attention: Kevin Robling, Esq. and Margie Rice, Esq.

**QUITCLAIM DEED**

THIS QUITCLAIM DEED, made this 15<sup>th</sup> day of December, 2009, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and THE CITY OF BLOOMINGTON, whose mailing address is Chief of Staff and Corporate Counsel, 401 S. Morton Street, Suite 220, Bloomington, Indiana 47402, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to those certain five (5) tracts or parcels of land situate, lying and being at Bloomington, County of Monroe, State of Indiana, hereinafter designated "the Premises," more particularly described in Exhibit A, and a perimeter description of the parcels described in Exhibit A, attached hereto and incorporated herein, and containing 27.718 acres, more or less.

RESERVING unto Grantor, its successors and assigns, a perpetual exclusive easement, hereinafter the "Occupancy Easement", in, over, under and along those portions of the Premises encumbered by existing occupancies of every type and nature, whether recorded or not, together with the right to maintain, operate, use, replace, relocate, renew and remove such occupancies, TOGETHER WITH the further right to assign the Occupancy Easement, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Occupancy Easement and/or the rights reserved pursuant thereto.

PROVIDED, that Grantee, its successors and assigns shall not disturb any existing facilities located within the Occupancy Easement or any facilities subsequently placed within the utility easement reserved hereunder, nor cause or permit any interference with the enjoyment or use of the rights, interests and privileges created under the Occupancy Easement or the utility easement, EXCEPT

DULY ENTERED  
FOR TAXATION

JUN 18 2012

Auditor Monroe County, Indiana

QUITCLAIM DEED

20120613 00 527.00  
06/13/2012 10:45:32A 6 PGS  
Jim Fielder  
Monroe County Recorder IN  
Recorded as Presented

pg 1 only

THIS INSTRUMENT WITNESSETH, that the City of Bloomington, Indiana, by its Redevelopment Commission, an Indiana municipal corporation ("Grantor"), RELEASES and QUIT CLAIMS to the Bloomington, Indiana, Board of Park Commissioners, an Indiana municipal corporation ("Grantee"), for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, in the State of Indiana: 015-33255-00, 015-33250-00,

013-64780-00, 015-02003-03, 015-33245-00, 015-32265-00

All its right, title, and interest in and to those three (3) certain tracts or parcels of land situate, lying and being at Bloomington, Monroe County, Indiana, individually referred to as "Parcel One," "Parcel Two," and "Parcel Three," hereinafter collectively designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 29.20 acres, more or less,

Subject to the Occupancy Easement described in the Quitclaim Deed from CSX Transportation, Inc. to the City of Bloomington dated December 16, 2005 and recorded as Instrument No. 2005025684 in the Office of the Recorder of Monroe County, Indiana.

Subject to the Environmental Restrictive Covenant executed November 8, 2010, and recorded as Instrument Number 2010017221 in the Office of the Recorder of Monroe County, Indiana. Grantee, by acceptance of this Quitclaim Deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, will use the Premises only for the construction and operation of a recreational trail and related facilities and will prohibit the residential development and use of the Premises.

Subject to the terms and conditions contained in the Purchase and Sale Agreement, which is also the Interim Trail Use/Railbanking Agreement, dated November 28, 2005, entered into by and between CSX Transportation, Inc. and the City of Bloomington, Indiana. By Decision and Notice of Interim Trail Use or Abandonment served October 17, 2003, the Surface Transportation Board ("STB") imposed a Notice of Interim Trail Use ("NITU") on Parcel One. Grantee for itself, its successors and assigns, acknowledges that Parcel One remains subject to the jurisdiction of the STB for purposes of reactivating rail service. In the event that rail service is reactivated, terms and conditions relating to reimbursement and expenses shall be governed by certain terms and conditions contained in that certain Purchase and Sale Agreement dated November 28, 2005, which terms and conditions are the interim trail use agreement for purposes of 16 U.S.C. 1247(d), 49 U.S.C. 10901(d), and all STB orders relating to the same that pertain to Parcel One.

Said covenants shall run with title to the Premises conveyed and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 4th day of June, 2012.

BLOOMINGTON REDEVELOPMENT COMMISSION

By: David Walter  
David Walter, President

Attest: Mike Gentile  
Mike Gentile, Secretary

# **EXHIBIT B**

## **Location Map of Sewer Main**



CITY OF BLOOMINGTON UTILITIES  
SWITCHYARD BERM SEWER EASEMENT EXHIBIT  
A PART OF THE NORTHWEST QUARTER OF  
SECTION 9, T8N, R1W MONROE CO., INDIANA  
JOB No. 10177

A Twenty (20) foot wide easement, 10 feet each side of the centerline, being a part of the Northwest Quarter of Section 9, Township 8 North, Range 1 West, Perry Township, Monroe County, Indiana, as shown on an Easement Exhibit prepared by Christopher L. Porter, LS21200022, Bledsoe Riggert Cooper & James, Inc., Job Number 10177, certified January 15, 2021, said centerline described as follows:

Commencing at a rebar marking the Southeast corner of Lot B of Auto Park Subdivision as found in Plat Cabinet "B" Envelope 329 in the office of the Monroe County Recorder; thence along the south line of said Lot B SOUTH 89 degrees 27 minutes 21 seconds WEST a distance of 82.65 feet to the center of a sanitary manhole lid and the **Point of Beginning**; thence leaving said south line NORTH 00 degrees 09 minutes 33 seconds EAST a distance of 266.38 feet to the point of terminus of said centerline, said point being SOUTH 00 degrees 09 minutes 33 seconds WEST a distance of 102.06 feet from the center of a sanitary manhole lid, said point also being on the east line of Instrument Number 2009022206 as found in the office of the Monroe County Recorder. The sidelines of said easement to be extended or shortened to terminate on the south line of said Lot B and on the east line of said Instrument Number 2009022206. Containing 0.12 acres, more or less.

I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 15th day of January, 2021

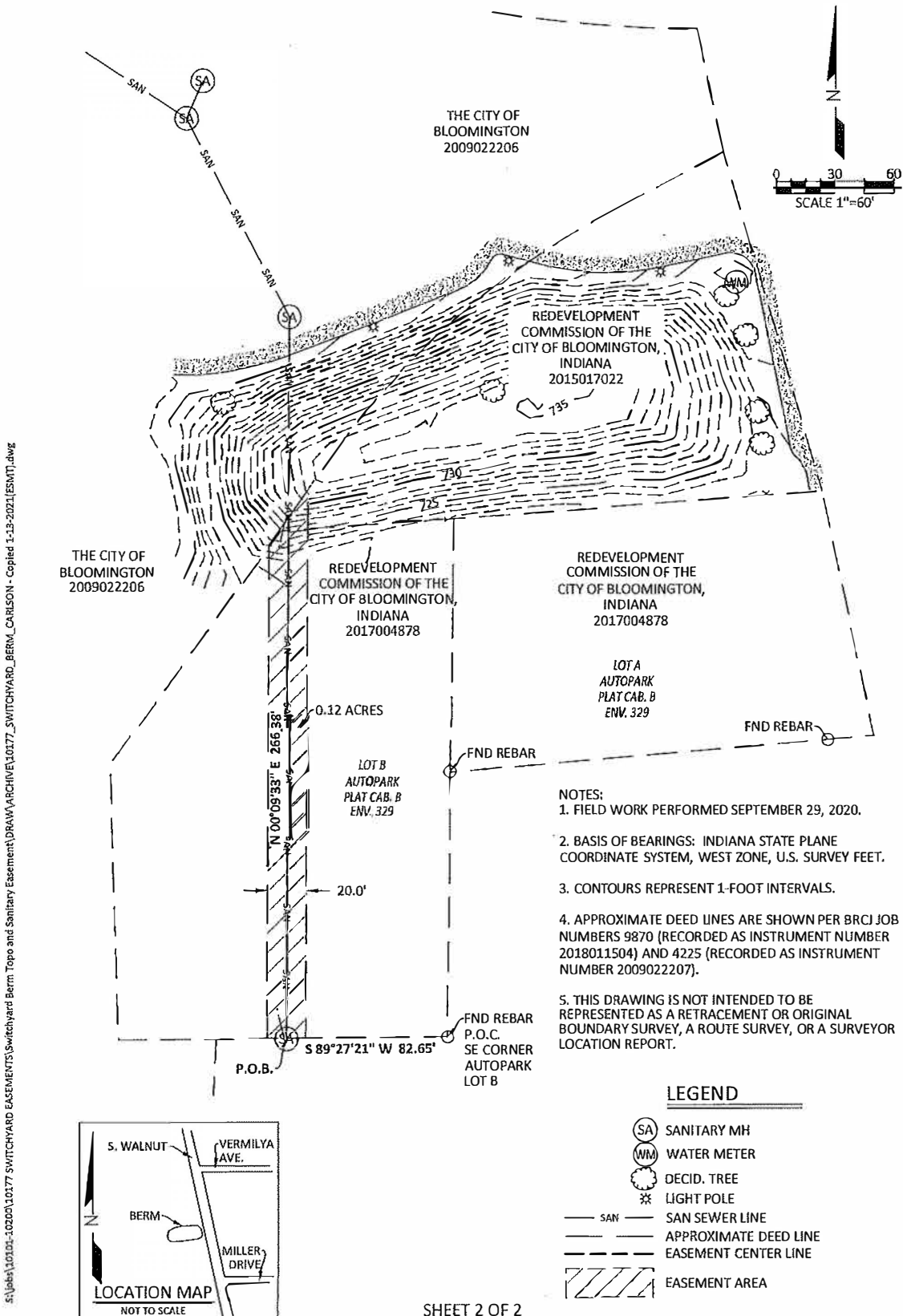
*Christopher L. Porter*

Christopher L. Porter  
Professional Land Surveyor No. LS21200022  
State of Indiana



S:\jobs\10101-10200\10177 SWITCHYARD EASEMENTS\Drawings\Archive\10177\_SWITCHYARD\_BERM\_Topo and Sanitary Easement\DRAWING\10177\_SWITCHYARD\_BERM\_CARLSON - Copied 1-13-2021\ESMTJ.dwg

CITY OF BLOOMINGTON UTILITIES  
 SWITCHYARD BERM SEWER EASEMENT EXHIBIT  
 A PART OF THE NORTHWEST QUARTER OF  
 SECTION 9, T8N, R1W MONROE CO., INDIANA  
 JOB No. 10177



SHEET 2 OF 2





## STAFF REPORT

Agenda Item: C-11  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Barb Dunbar, Operations Coordinator  
**DATE:** April 26, 2022  
**SUBJECT:** CONTRACT WITH E & B PAVING, LLC FOR ROSE HILL CEMETERY  
RESURFAICNG

### **Recommendation**

Staff recommends approval of a contract with E & B Paving, LLC for asphalt resurfacing and removal of existing curbing and asphalt in the Old Spencer Addition. This project will be funded through three (3) different sources:

1. 200-18-189501-54310 - \$120,000
2. 200-18-189501-53990 - \$16,000
3. 200-18-189000-53990 - \$335

The amount of this contract is \$136,335.

### **Background**

Resurfacing of the interior roadways of Rose Hill Cemetery has been an annual budget request for the last five years. In 2022, the City was able to fund this request at \$120,000.

Also funded was the development of a scatter garden on existing cemetery property (\$40,000). This new feature will be a unique addition to Rose Hill Cemetery in the Old Spencer Addition where the old fountain once stood. As part of this project, the removal of the existing curbing and asphalt in the Old Spencer Addition was included to make way for the development of the new scatter garden.

RFQ's for this project were released on March 14 and posted on the Bloomington Plan Room site. The submittal deadline was Monday, April 11. The RFQ specified quotes for five (5) separate areas: Pink, Yellow, Green and Orange, and the Scatter Garden area. 2022 funds will allow the Department to complete the Pink and Green Areas and the Scatter Garden Area. Funds will be requested in the 2023 Cemetery Budget for the remaining two areas to be resurfaced next year. See images of areas to be completed below.

**Rose Hill Cemetery – Future site of scatter garden**



**Removal of existing curbs & asphalt**



**Scatter Garden Area**

**RESPECTFULLY SUBMITTED,**

  
Barb Dunbar, Operations Coordinator

2021-January

**CONTRACT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
E & B PAVING, LLC  
FOR  
ROSE HILL CEMETERY ASPHALT RESURACING**

**THIS CONTRACT** is executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter City), and E & B Paving, LLC (hereinafter Contractor);

**WITNESSETH THAT:**

WHEREAS, the City desires to retain Contractor's services for asphalt resurfacing at Rose Hill Cemetery (more particularly described in Attachment A, "Scope of Work") ("Services"); and

WHEREAS, Contractor is capable of performing the Services as per its Quote, as set forth on the Quote Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, Contractor was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

**ARTICLE 1. TERM**

**1.01** This Contract shall be effective upon execution of this Contract by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

**ARTICLE 2. SERVICES**

**2.01** Contractor shall complete all work required under this Contract no later than October 31, 2022, unless the parties mutually agree to a later completion date. "Substantial Completion" shall mean completion of all work.

**2.02** Contractor agrees that no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

**ARTICLE 3. COMPENSATION**

**3.01** Contractor shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Contract.



**3.02** Contractor shall submit an invoice to the City upon the completion of the Services described in Article 3.01. Upon the submittal of an invoice, the City shall compensate Contractor in a lump sum not to exceed One Hundred Thirty-six Thousand Three Hundred Thirty-five Dollars (\$136,335.00) within forty-five (45) days of receipt of invoice. Invoices may be sent via first class mail postage prepaid or via email. The invoice shall be sent to:

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

OR

[dunbarb@bloomington.in.gov](mailto:dunbarb@bloomington.in.gov)

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers or employees.
- Damage to the City or a third party.

Additional services not set forth in Attachment A, or changes in 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.

**3.03** The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

**3.04** Contractor shall maintain proper account records for the scope of all Services under this Contract and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by the City's representatives during reasonable business hours.

**3.05** For projects utilizing federal funding, the Contractor shall submit time sheets (WH-347) for its own and all subcontracted employees, to the Director of the Parks and Recreation Department ("Director") or his/her representative for approval and review, including review for compliance with Davis Bacon requirements.

**3.06 Director**

The Director or his/her designee shall act as the City's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Director in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 4. GENERAL PROVISIONS**

**4.01** Contractor agrees to indemnify and hold harmless the City and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by Contractor or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the City or has used in connection with this Contract and regardless of whether or not it is caused in part by a party indemnified herein. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in

connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

Contractor shall indemnify and hold harmless the City and its officers, agents, officials and employees for any and all damages, actions, costs (including, but not limited to, attorney's fees, court costs and costs of investigation), judgments, and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

#### **4.02 Abandonment, Default and Termination**

**4.02.01** The City shall have the right to abandon the work contracted for in this Contract without penalty. If the City abandons the work described herein, Contractor shall deliver to the City all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of the City. The earned value of the work performed shall be based upon an estimate of the difference between the portion of the work performed by Contractor under this Contract and the work which Contractor was obligated to perform under this Contract. This difference shall be mutually agreed upon by the City and Contractor. The payment made to Contractor shall be paid as a final payment in full settlement of its services hereunder.

**4.02.02** 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

**4.02.03** If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Contract, the City may, after seven (7) days' written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative, the City may, at its option, terminate this Contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient, and if such action exceeds the unpaid balance of the sum amount, Contractor or its surety, shall pay the difference to the City.

**4.02.04 Default:** If Contractor breaches this Contract or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Contract within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by Director or his/her representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Contract or fails to carry on the work in an acceptable manner.

**4.02.05** The City shall send Contractor a written notice of default. If Contractor, or its Surety, within a period of ten (10) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of Contractor,

to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an Contract with another Contractor for the completion of the Contract according to the terms and provisions thereof, or the City may use such other methods as, in its opinion, shall be required for the completion of this Contract in an acceptable manner.

**4.02.06** All cost of completing the work under this Contract shall be deducted from the monies due or which may become due to said Contractor. In case the expenses so incurred by the City shall be less than the sum which would have been payable under the Contract if it had been completed by said Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, Contractor and his Surety will be liable and shall pay to the City the amount of said excess. By taking over the prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its Surety for failure to complete the work in the time specified.

**4.02.07** Notwithstanding any other provision of this Contract, if funds for the continued fulfillment of the Contract by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then the City shall have the right to terminate this Contract without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Contract shall terminate and become null and void.

**4.02.08** The City agrees that it will make its best effort to obtain sufficient funds, including but not limited to, incorporating in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

**4.03 Successors and Assigns**

**4.03.01** Both parties agree that for the purposes of this Contract, Contractor shall be an Independent Contractor and not an employee of the City.

**4.03.02** No portion of this Contract shall be sublet, assigned, transferred or otherwise disposed of by Contractor except with the written consent of the City. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Contract shall not be construed to relieve Contractor of any responsibility of the fulfillment of this Contract.

**4.04 Extent of Contract: Integration**

**4.04.01** This Contract consists of the following parts, each of which is as fully a part of this Contract as if set out herein:

1. This Contract and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Contract and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. Contractor's submittals.
12. The Performance and Payment Bonds.
13. The Escrow Contract.
14. Request for Taxpayer Identification number and certification: Substitute W-9.

**4.04.02** In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of the City and Contractor, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

#### **4.05 Insurance**

**4.05.01** Contractor shall, as a prerequisite to this Contract, purchase and thereafter maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Contractor's operations under this Contract, whether such operations be by Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

**4.05.02** Contractor's comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless Contracts;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

**4.05.03** With the prior written approval of the City, Contractor may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

**4.05.04** Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by the City. The City shall be named as an additional insured on

the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. Contractor shall agree to a waiver of subrogation on its Worker's Compensation policy.

#### **4.06 Necessary Documentation**

Contractor certifies that it will furnish the City any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. Contractor further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Contract.

#### **4.07 Applicable Law**

Contractor agrees to comply with all federal, state, and local laws, rules and regulations applicable to Contractor in performing work pursuant to this Contract, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Contract shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Contract shall be in the Monroe Circuit Court, Monroe County, Indiana.

#### **4.08 Non-Discrimination**

**4.08.01** Contractor and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Contract.

**4.08.02** Contractor certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. Contractor further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

#### **4.08.03 FURTHER, PURSUANT TO INDIANA CODE § 5-16-6-1, CONTRACTOR AGREES:**

- A) That in the hiring of employees for the performance of work under this Contract or any sub Contract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Contract on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.



C) That there may be deducted from the amount payable to Contractor, by the City, under this Contract, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Contract may be canceled or terminated by the City and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Contract.

**4.08.04** 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.

#### **4.09 Workmanship and Quality of Materials**

**4.09.01** Contractor shall guarantee the work for a period of one (1) year from the date of Substantial Completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to the City of the purchase price of that portion which failed or may result in the forfeiture of Contractor's Performance Bond.

**4.09.02** OR EQUAL: Wherever in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Director. The approval by the Director of alternate material or equipment as being equivalent to that specified, shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed upon prior written approval of the Director.

**4.09.03** The City shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director and are not subject to arbitration.

#### **4.10 Safety**

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**4.10.01** Contractor is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the Contractor and included in the cost of the principal work with which the safety systems are associated. Contractor shall sign an affidavit, attached as Attachment D, affirming that Contractor shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

#### **4.11 Amendments/Changes**

**4.11.01** Except as provided in Paragraph 4.11.02, this Contract may be amended only by written instrument signed by both the City and Contractor.

**4.11.02** Without invalidating the Contract and without notice to any surety, the City may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, Contractor shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Contract Documents.

**4.11.03** If Contractor believes that any direction of the City under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with the City no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

**4.11.04** Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreement with the City. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as Contractor and the City may otherwise agree in writing.

#### **4.12 Performance Bond and Payment Bond**

**4.12.01** For contracts in excess of \$100,000, Contractor shall provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

**4.12.02** Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

**4.12.03** If the Surety on any bond furnished by Contractor becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to the City.

#### **4.13 Payment of Subcontractors**

Contractor shall pay all subcontractors, laborers, material suppliers and those performing services to Contractor on the project under this Contract. The City may, as a condition precedent to any payment hereunder, require Contractor to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to Contractor. Upon receipt of a lawful claim, the City shall withhold money due to Contractor in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to Contractor.

#### **4.14 Written Notice**

Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to Contractor who serves the Notice. Notice shall be sent as follows:

<b>To City</b>	<b>To Contractor</b>
City of Bloomington	E & B Paving, LLC
Attn: Barb Dunbar	Attn: Garrett Gough
401 N. Morton, Suite 250	2520 W Industrial Park Drive
Bloomington, Indiana 47402	Bloomington, IN 47404

#### **4.15 Severability and Waiver**

In the event that any clause or provision of this Contract is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Contract.

Failure of either party to insist on strict compliance with any provision of this Contract shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Contract.

#### **4.16 Notice to Proceed**

Contractor shall not begin the work pursuant to the "Scope of Work" of this Contract until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Contract within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

#### **4.17 Steel or Foundry Products**

**4.17.01** To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should the City feel that the cost of domestic steel or foundry products is unreasonable, the City will notify Contractor in writing of this fact.

**4.17.02** Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

**4.17.03** Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

**4.17.04** The United States is defined to include all territory subject to the jurisdiction of the United States.

**4.17.05** The City may not authorize or make any payment to Contractor unless the City is satisfied that Contractor has fully complied with this provision.

#### **4.18 Verification of Employees' Immigration Status**

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 Attachment B, 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 of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Contract violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to

remedy the violation within the thirty (30) calendar day period, the City shall terminate the Contract, unless the City 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 its 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 this Contract with the City.

#### **4.19 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 Contract 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 Attachment C, affirming that Consultant has not engaged in any collusive conduct. Attachment C is attached hereto and incorporated by reference as though fully set forth.

#### **4.20 Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the Contractor was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the Contractor and Subcontractors for drugs. The successful Contractor must comply with all provisions of the statute. This contract is subject to cancellation if Contractor fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of the City; or provides false information to the City regarding Contractor's employee drug testing program. Contractor shall sign an affidavit, attached as Attachment E, affirming that Contractor has and shall implement Contractor's employee drug testing program throughout the term of this project.

### **ARTICLE 5. RETAINAGE**

For contracts in excess of \$100,000, the City requires that retainage be held set out below.

#### **5.01 Escrow Agent**

The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

#### **5.02 Retainage Amount**

The escrow agent, the City, and Contractor shall enter into a written escrow Contract. Under that Contract, the City shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow Contract may include other terms and conditions as deemed necessary by the parties.

#### **5.03 Payment of Escrow Amount**

The escrow agent shall hold the escrowed principal and income until receipt of the notice from the City and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the City, at which time the City shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the

person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit the City from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 5.04.

**5.04 Withholding Funds for Completion of Contract**

If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the City, the City may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/Director. The escrow agent shall release the funds withheld under this section after receipt of notice from the City that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the City or another party under contract with the City, said funds shall be released to the City.

IN WITNESS WHEREOF, the parties of this Contract have hereunto set their hands.

DATE: \_\_\_\_\_

**City of Bloomington**

**E&B Paving, LLC**

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

\_\_\_\_\_  
Contractor Representative

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

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

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

\_\_\_\_\_  
Title of Contractor Representative

**ATTACHMENT A**  
**“SCOPE OF WORK”**

**ROSE HILL ASPHALT RESURFACING**

**Asphalt Excavation and Resurface of Roads**

- Clean and prep existing asphalt area
- Apply AET tack coat to ensure bonding to old/existing asphalt
- Mill butt joints for flush finish with surface coat and dispose of material
- Place a 1.5” 9.5MM surface

**Wedge and Level Areas** (see map #2)

Contractor will place a 3” 19 mm intermediate for wedge and level areas as marked  
(Based on 430 sq. yds.)

- |                            |                               |
|----------------------------|-------------------------------|
| • Pink area (2 sections)   | 750 sq. ft. or 85 sq. yds.    |
| • Yellow area (1 section)  | 275 sq. ft. or 30 sq. yds.    |
| • Orange area (2 sections) | 1,950 sq. ft. or 220 sq. yds. |
| • Green area (1 section)   | 840 sq. ft. or 95 sq. yds.    |

**Scatter Garden Area** (blue highlighted area on map #1)

- Saw cut areas as needed and along wall around perimeter (to ensure no damage occurs to wall)
- Remove 250’ of curb and gutter and dispose of material
- Excavate asphalt and stone down to dirt level and dispose of material
- Excavate existing curb and stone down to dirt level and dispose of material

Contractors will be held responsible for any damages incurred to any monuments, headstones, stone walls, trees, and landscaping as a result of work performed.

Contractors will exert flexibility with the work schedule in the event a funeral is taking place on a day when work was scheduled to be performed. Notice of funerals will be given to the contractor at least 48hrs in advance of the anticipated contractor work schedule.

Contractors shall include a lump sum total quote for each of the following sections highlighted on the satellite map below, using the Quote Response Sheet provided on page 3. In addition, please provide a quote for the entire cemetery.



## MAP #1



Blue Section - Scatter Garden

## MAP #2 – Red areas indicating wedge & level sections



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

Signature

Printed Name

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

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

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

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

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

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



**ATTACHMENT C**  
**“NON-COLLUSION AFFIDAVIT”**

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

**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.

**E & B Paving 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: \_\_\_\_\_

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

2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. 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.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with Indiana Code § 36-1-12-20. The Bidder further identifies the costs to be summarized below\*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				<b>Total</b>	<b>\$ _____</b>

Date: \_\_\_\_\_, 20\_\_\_\_

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.

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

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

\*Bidders: Add extra sheet(s), if needed.  
If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **City OF BLOOMINGTON**.

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

1. The undersigned is the Division Manager of E & B Paving, LLC.
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
  - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

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:



## City of Bloomington Tabulation Form



Date: 4/12/2022

Department Contact Information	
Name	Barb Dunbar
Address	Blmgtn Parks & Recreation Dept. PO Box 848
City, State, ZIP	Bloomington, IN 47402
Phone	(812)349-3498
Email	<a href="mailto:dunbarb@bloomington.in.gov">dunbarb@bloomington.in.gov</a>

### Quote/Bid Tabulation for Parks and Recreation Rose Hill Resurfacing - 2022

Quote #2022-RH

VENDORS	PINK Area	YELLOW Area	GREEN Area	ORANGE Area	ENTIRE CEMETERY	BLUE Area SCATTER GARDEN
Milestone Contractor's, LP	\$66,950.00	\$49,250.00	\$54,950.00	\$46,500.00	\$217,650.00	\$14,950.00
E & B Paving, LLC	\$66,105.00	\$48,575.00	\$54,230.00	\$42,745.50	\$211,655.50	\$16,000.00

Bid or Quote will be awarded to:

E & B Paving - for the PINK & GREEN areas and the Scatter Garden BLUE area





## STAFF REPORT

Agenda Item: C-12  
Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Steve Cotter, Natural Resources Manager  
**DATE:** April 26, 2022  
**SUBJECT:** REVIEW/APPROVAL OF GRIFFY LAKE NATURE PRESERVE DEER HUNT CONTRACT WITH WHITE BUFFALO INC.

### Recommendation

Staff recommends approval of this contract with White Buffalo Inc. The proposed cost of the White Buffalo contract for the 2022 deer hunt is \$22,690 and will be funded from 201-18-189500-53990.

### Background

Studies of the deer population in Bloomington officially began with the establishment of the Joint City of Bloomington-Monroe County Deer Task Force, a citizen group created by local government in response to concerns from ecologists and residents about deer damage in the Griffy area. The Deer Task Force submitted their official report of findings in 2012, and the report was formally accepted as an advisory document by the Common Council on December 12, 2012. The Task Force recommended a sharpshooting effort to reduce the deer population within the Preserve. A sharpshooting effort was attempted in 2014 but was unsuccessful due to a large acorn crop that interfered with the timing of deer coming to bait stations. A sharpshooting effort in 2017 removed 62 deer from the Preserve. A Community Hunting Access Program hunt was conducted in 2019 and successfully removed 26 deer from the Preserve. The CHAP hunt conducted in 2020 removed 40 deer from the Preserve and the 2021 CHAP hunt removed 47 deer.

The Community Hunting Access Program was developed by the Indiana Dept. of Natural Resources to provide hunting opportunities for Indiana hunters. CHAP funding was received for the deer hunts in 2019, 2020, and 2021. DNR has discontinued the CHAP program so funding

2021-January

has been requested through the Bloomington Parks and Recreation Natural Resources non-reverting fund for this year.

White Buffalo Inc. (WBI) will provide assistance in the recruitment of hunters and will provide a proficiency screening for hunting applicants, supervise scheduled hunting activities, select general hunting locations within GLNP, facilitate in the removal of harvested deer, and generate a final report.

All rules and regulations that apply to hunting deer in the state of Indiana during the firearms season will be followed. A multi-step process will be used to vet hunters to ensure compatibility with program goals. Hunters will be selected based on their demonstrated safe and proficient use of a firearm, hunting experience, community involvement, and commitment to hunting ethics and safety.

## **Logistics**

### **A. Timing**

The proposed time frame for this year's deer cull coincides with the first two weekends of firearm season, November 12, 13, 19 and 20.

### **B. Participants**

The hunt will be conducted by licensed Indiana hunters who have been vetted, trained and supervised by White Buffalo, Inc., a leading expert in population control of white-tailed deer in urban areas. This firm was selected based on their familiarity with Midwestern forest ecosystems, their research knowledge and comprehensive understanding of the ecology of white-tailed deer, and their flawless safety record. White Buffalo Inc. developed the CHAP program for the Indiana Dept. of Natural Resources and trained the CHAP coordinators in the state.

### **C. Safety Issues**

Safety is the first priority of the deer herd reduction effort, and takes precedence over all other considerations. Sharpshooting will take place from elevated stands so the trajectory of bullets will be down and into the ground.

A private security firm will be hired by the BPR to patrol the area surrounding Griffy Lake Nature Preserve, and to advise members of the public of the temporary closure of the property during the cull. Security personnel will be in contact with White Buffalo at all times to inform them of potential conflicts with property users. Signs placed conspicuously at parking areas and trail heads will inform the public of the closure of the property during the two weekends of the cull.

## **Long-Term Deer Management Plan**

Maintaining the deer herd in numbers that will allow the understory forest vegetation to recover is the long-term goal. Bloomington Parks and Recreation staff will continue monitoring the presence and height of forest understory plants, including tree seedlings, in established control plots. The most recent measurements have shown slight but statistically significant improvement in the height of plants in the research plots. Data collected in future growing seasons will help determine whether or not additional deer need to be removed the following winter in order for the plant population to recover.



Bloomington Parks and Recreation will communicate with staff from the IU Research and Teaching Preserve to coordinate notification about property closures.

**RESPECTFULLY SUBMITTED,**

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

Steve Cotter, Natural Resources Manager

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
WHITE BUFFALO INC.  
FOR  
DEER HUNT COORDINATION AT GRIFFY LAKE NATURE PRESERVE**

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

**WITNESSETH:**

WHEREAS, the Department wishes to manage the deer herd at Griffy Lake Nature Preserve; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform deer hunt coordination (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 Steve Cotter 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 Twenty-two Thousand Six Hundred and Ninety dollars (\$22,690). 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:

Steve Cotter  
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 White Buffalo Inc. of any such termination and the reasons therefor in writing.

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). 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		White Buffalo Inc.
Attn: Steve Cotter		Dr. Jason Boulanger
401 N. Morton, Suite 250		6B Kings Hwy
Bloomington, Indiana 47402		Chester, CT 06412

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****White Buffalo**

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Beth Cate, Corporation Counsel

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Jason Boulanger, President

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Paula McDevitt, Director  
Parks and Recreation Department

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Kathleen Mills, President,  
Board of Park Commissioners

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

White Buffalo Inc. (WBI) will provide assistance to the municipality in the recruitment of hunters for participation in a firearm hunt to be conducted during the regular deer hunting season. In addition, they will provide a proficiency screening for hunting applicants, supervise scheduled hunting activities, select general hunting locations within GLNP, facilitate the removal of harvested deer, and generate a report detailing the results of the hunt.



## **EXHIBIT B**

### **“Project Schedule”**

Hunter recruitment will begin in May 2022

Proficiency screening will be conducted in July or August 2022

Hunting locations will be selected in October 2022

Hunts will be conducted on Nov. 12, 13, 19 and 20, 2022

Report will be submitted by Dec. 31, 2022

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

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

**EXHIBIT D**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**White Buffalo 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-13

Date: 4/22/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Hsiung Marler, Switchyard Park General Manager  
**DATE:** April 26, 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,**

---

Hsiung Marler, Switchyard Park

**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:  
Date:

Administrator  
Review\Approval

**TO:** Board of Park Commissioners  
**FROM:** Julie Ramey, Community Relations Manager  
**DATE:** April 26, 2022  
**SUBJECT:** PARKS AND RECREATION DEPARTMENT 2021 ANNUAL REPORT DRAFT

### Recommendation

Staff requests review by the Board of Park Commissioners of the draft of the 2021 Bloomington Parks and Recreation Department Annual Report.

### Background

The Parks and Recreation Department Annual Report includes participation numbers for the Department's 2021 programs, as well as unaudited financial data for each program area. This draft is provided to the Board of Park Commissioners for review prior to the production of the final report, which is made available to the public in hard copy form (by request) and on the Bloomington Parks and Recreation Department website at <https://bloomington.in.gov/departments/parks>.

**RESPECTFULLY SUBMITTED,**

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

Julie Ramey, Community Relations Manager