



**CITY OF BLOOMINGTON**  
Parks and Recreation

**AGENDA**

City of Bloomington Board of Park Commissioners  
Regular Meeting: Tuesday, May 24, 2022 4:00 – 5:30pm

Council Chambers  
401 North Morton

**CALL TO ORDER - ROLL CALL**

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of April 6, 2022 Work Session and April 26, 2022 Regular Meeting
- A-2. Approval of Claims Submitted April 27, 2022 – May 23, 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. Approval of Surplus
- A-7. Approval of partnership agreement with Monroe County United Ministries for use of Mills Pool
- A-8. Approval of partnership agreement with Monroe County Civic Theater
- A-9. Approval of contract with Dynasty for Banneker Community Center main door repairs
- A-10. Approval of partnership agreement with Summer Star Foundation for Banneker Nature Days
- A-11. Approval of addendum with Spectrum Trail Design for Griffy Loop Trail
- A-12. Approval of addendum with Universal Sign, Inc. for Switchyard Park Dedication Element
- A-13. Approval of contract with Commercial Service for water and sewer connections to Cascades Golf Course maintenance office trailer
- A-14. Approval of contract with Woods Electric for electrical connection to Cascades Golf Course maintenance office trailer
- A-15. Approval of service agreement with Baker Stonework for building wall repair at Twin Lakes Recreation Center
- A-16. Approval of partnership agreement with Downtown Bloomington, Inc. for July 4<sup>th</sup> Parade
- A-17. Approval of addendum with Harrell-Fish, Inc. for Allison-Jukebox Community Center
- A-18. Approval of contract with Professional Golf Car for July 4<sup>th</sup> Parade
- A-19. Approval of partnership agreement with Middle Way House for 2022 Wrapped in Love
- A-20. Approval of partnership agreement with MCCSC for Broadview Park

**B. PUBLIC HEARINGS/APPEARANCES**

- B-1. Bravo Award - Rachel Gingrich, Audrey Hakanson, (Emily Buuck)  
Megan Kapp, Morgan Plunket
- B-2. Parks Partner Award - No Report
- B-3. Staff Introductions - Rachel van Voorhis, Natural Resources Intern

**C. OTHER BUSINESS**

- C-1. Review/Approval of partnership agreement with Bloomington Parkour for High St/  
Rogers Street/ Winslow roundabout (Joanna Sparks)
- C-2. Review/Approval of contract with EcoLogic, LLC for wetland monitoring at Switchyard  
Park (Joanna Sparks)
- C-3. Review/Approval of addendum to service agreement with Bluestone Tree (Erin Hatch)
- C-4. Review/Approval of partnership agreement with Buskirk Chumley Theater Management (Holly Warren)
- C-5. Review/Approval of contract with Rundell Ernstberger & Associates for two gateways (Paula McDevitt)

C-6.	Review/Approval of contract with Woods Electric for parking lot lighting project at Cascades Golf Course	(Paula McDevitt)
C-7.	Review/Approval of contract with Chef for Hire	(Leslie Brinson)
C-8.	Review/Approval of Name Imagine Likeness contracts with Anthony Leal and Chloe Moore-McNeil	(Julie Ramey)
C-9.	Review/Approval of appointments to the Farmers' Market Advisory Council	(Clarence Boone)
C-10.	Review/Approval of Resolution 22-04 for Title 12 enforcement authority	(Tim Street)
C-11.	Review/Approval of contract with Beam, Longest & Neff for pedestrian bridge inspections	(Tim Street)
C-12.	Review/Approval of contract with Midwest Maintenance, Inc. for Waldron, Hill & Buskirk Park stage repairs	(Tim Street)
C-13.	Review/Approval of contract with Lentz Paving for Park Ridge East court resurfacing	(Tim Street)
C-14.	Review/Approval of addendum with Scenic Construction for Cascades Phase 5	(Tim Street)
C-15.	Review/Approval of partnership agreement with Indiana University Rec Sports for "All Kids Swim" program	(Emily Carrico)
C-16.	Review/Approval of partnership with Monroe County Fairgrounds for Touch A Truck	(Haylie Pryson)
C-17.	Review/Approval of MOU with Area 10 Agency on Aging RSVP program	(Emily Buuck)
C-18.	Review/Approval of CAPRA Accreditation Annual Report Master Plan and Strategic Action Plan	(Paula McDevitt)

## **D      REPORTS**

D-1.	Administration Division	-	No Report
D-2.	Recreation Division	-	No Report
D-3.	Sports Division	-	No Report
D-4.	Operations Division	-	No Report

## **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/89456799804?pwd=YjNiYXk0ejI4d3JjTDhWV0s3Vk1yZz09>

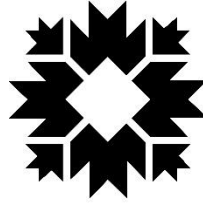
Meeting ID: 894 5679 9804

Passcode: 941326

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+13126266799,,89456799804# US (Chicago)



CITY OF BLOOMINGTON  
Parks and Recreation

**Board of Park Commissioners  
Meeting Minutes**

**Board Retreat 2022, Wednesday, April 6, 2022  
4pm – 6pm**

**City Hall  
Allison Conference Room**

Call to Order

**A. Division Topics**

**A-1. Administration**

*Kim Clapp, Office Manager presented updates on the following topics:*

**Bloomington Parks Foundation Scholarships**

**Time Track**

**Administration Customer Service**

**A-2. Community Relations**

*Julie Ramey, Community Relations Manager presented update on the following topics:*

**Diversity, Equity, and Inclusion**

**Sponsorship Acquisition**

**Social Media Management**

**Board Comments:** *Jim Whitlatch inquired: how do we know how participants learn about Parks Program. Julie Ramey responded: the question was asked on surveys during program evaluations. Kathleen Mills inquired if registrations can be mailed in. Julie Ramey responded: registration can be made online, in person, by mail, faxed in or dropped off. Kathleen Mills inquired how often the pool hotline was updated. Paula McDevitt responded: that was being evaluated. The information would be posted on social media. Ellen Rodkey inquired if there was a tax benefit for sponsorship. Julie responded there was not as it was for advertising, and not considered a donation. There would be a tax benefit if they donated to the Bloomington Parks Foundation or the Tree Fund. Israel Herrera requested an example of how a recent sponsorship was used. Julie responded: Winter Lights December Nights, which was a light display in Switchyard Park. The goal was to raise \$10,000, which made a nice display and gave something to build off of. The larger the event the larger the sponsorship request was, so a quality program or event can be provided. Israel Herrera inquired on streaming programs on Facebook live. Julie responded: Wi-Fi connection can be an issue. This year, a portion of the Children's Expo would stream on Facebook live. Some of the Nature Environmental education programs will be streamed on Facebook live, as well as some concerts. It was an area staff was diving*

into.

### **A-3.Operations Division**

*Tim Street, Operations and Development Division Director presented update on the following items*

#### **2022 Major Projects schedule & priorities**

#### **Staffing**

#### **Keeping Parks Clean & Safe**

**Board Comments:** *Jim Whitlatch stated: the numbers on total Parks vandalism cost seem lowed.*

Tim responded: only very specific items were included in the number. *Jim Whitlatch inquired if any of the vandalism was covered by insurance.* Tim responded: no. *Jim Whitlatch recommend expanding on what was included in the number.* Paula responded: staff time could be included. *Kathleen Mills inquired if needles were being disposed of on the ground due to the sharps containers being full.* Tim Street responded: no, the containers were rarely full. In 2021 the number of unused needles increased, and the number of used needles decreased. Tim Street stated: the contractual security cost had increased, but the impact had been very positive in the areas that were patrolled. *Jim Whitlatch inquired on Wi-Fi in all parks.* Tim Street responded: it probably would never be in the entirety of all parks, but focused on congregation areas. The City IT Department was currently covering the cost of the Wi-Fi. *Jim Whitlatch recommended looking at the security issues in Parks through a committee, and putting some resources towards this.* *Israel Herrera inquired on types of graffiti that had been discovered.* Tim Street responded, there hasn't been any one trend that we could identify. Paula stated: Parks worked with the City's Affirmative Action on these type of incidents and they track that information. *Israel Herrera inquired: the location of the largest amount of sharp containers.* Tim Street responded: Switchyard Park. Becky Higgins responded: there was one at the police substation, two at the restrooms by the spray pad and one behind the stage. *Kathleen Mills inquired: if the police substation was manned.* Paula McDevitt stated: there was some police staffing there. Tim Street responded: the DROs had severely been depleted, but that was getting better.

### **A-4. Recreation Division**

*Becky Higgins, Recreation Division Director presented update on the following items:*

#### **Noise Permits**

#### **Staffing/Facility Update**

#### **Farmers' Market 2022**

**Board Comments:** *Jim Whitlatch inquired: on the criteria for noise permits.* Becky Higgins responded: the hours of operations and sound decibels. It also serves as a reminder to users to be aware of their surroundings and be considerate of the neighborhood. Users must yield to the police. Very few noise permits are allowed past 11:00 p.m., and those would not be Parks permits. *Israel inquired: on the reason why staff had left.* Becky Higgins responded: some staff wanted to continue to work remotely, and other staff wanted to change careers. Hiring seasonal staff has been an issue. *Kathleen Mills inquired: if the condition of the smokestack was impacting the market.* Becky responded: it had, but staff had been able to work around it. *Israel Herrera inquired: on the vendors at the market.* Becky Higgins responded: there are new vendors as well as returning vendors.

### **A-5. Sports Division**



Paula McDevitt, Director presented an update on the following items

**Bloomington Soccer Clubs**

**Lower Cascades Ballfields**

**Sports Lighting**

**Board Comments:** *Jim Whitlatch inquired: on the amount of cars parked at Twin Lakes Sports Park.* Paula McDevitt responded: that was a partnership with Catalent allowing their employees to park at the parking lot at TLSP. *Kathleen Mills inquired on the possibility of being more inclusive when offering swim lessons.* Becky Higgins responded: through the Yapa Grant, Banneker campers would be offered a program called “all kids swim”. This program would be in partnership with IU and offer, up to 60 kids swim lessons at the IU outdoor pool, by IU instructors. This would also give the children the opportunity to see the campus. The program would include swimsuits, swim caps, towel, backpacks and goggles.

**B. Financial Review**

*Paula McDevitt present an update on the following:*

1. Cash Balance
2. General Fund/Non-Reverting
3. Cost Recovery Review
4. Debt Service Payments

**Board Comments:** *Jim Whitlatch inquired: on the Non-Reverting Fund.* Paula McDevitt responded: a lot of the fees from programs the go through the Non-Reverting Fund and do not go back through the General Fund. The Council approves the General Fund. The Park Board approves and monitors the Non-Reverting cash balance. *Israel Herrera inquired:*

**C. Hopewell Project (Hospital site reuse)**

*Tim Street presented update on the Hopewell Project*

**D. 2022 GO Bonds**

*Paula McDevitt, Director presented update on 2022 GO Bonds.*

**E. 2023 Budget Discussion**


*Paula McDevitt, Director presented update on 2023 Budget Process*

*Jim Whitlatch inquired: if there was a Parks wish list.* Paula McDevitt responded: maintaining and updating existing facilities and Bryan Park Playground. Tim Street responded: to work on the top items listed on the Capital Improvement Plan.

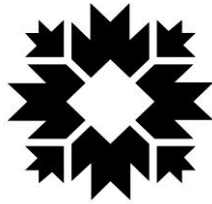
**Adjournment**

Meeting adjourned at 6:34 p.m.

Respectfully Submitted,

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Kim Clapp,  
Secretary Board of Park Commissioners



CITY OF BLOOMINGTON  
Parks and Recreation

## AGENDA

Regular Meeting: Tuesday, April 26, 2022 4:00 – 5:30pm

Council Chambers  
401 North Morton

### CALL TO ORDER - ROLL CALL

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

Present: Ellen Rodkey and Jim Whitlatch

Virtual Attendance: Kathleen Mills

Absent: Israel Herrera

### 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/Approval of Credit Card Refunds

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

*Ellen Rodkey* made a motion to approve the consent calendar A-1 through A-14. *Jim Whitlatch* seconded the motion.

Vote taken: motion unanimously carried 3-0.

### B. PUBLIC HEARINGS/APPEARANCES

B-1. Bravo Award

*Julie Ramey, Community Relations Manager* presented Don Eggert, MC-IRIS with the April BRAVO award. Don was recognized for his commitment to invasive plant management and trash pickup at the Department's Weed Wrangles at Lower Cascades, Latimer, and Southeast Parks. In addition to the Weed Wrangles, Don was also a member of the City's Environmental Commission and had served as the Adopt-a-Greenspace volunteer at Southeast Park for several years. The Department was eternal grateful for Don's commitment and service to the community.

*Don Eggert*, thanked the Board and staff for the recognition and award.

The Board thanked Don Eggert for his dedication and support

B-2. Parks Partner Award - none

B-3. Staff Introduction/Recognition

*Emily Carrico, Health/Wellness Coordinator*, had recently accepted the position of the Health and Wellness Coordinator. Emily had attended Indiana University, graduating with a BAS in Dietetics and a food studies certificate. Emily interned at Will Detmer Garden, and with Indiana Sustainability Development Program. Post-graduation Emily pursued a Registered Dietitian credential at Oregon State University, with a focus in community nutrition. Emily

previously worked as a Patient Services Manager at IU Healthy Bloomington Hospital. Emily was excited to be able to combine her interests in nutrition, physical activity, and wellbeing in her new role.

Emily Buuck, Community Relations Coordinator, had recently accepted the position of the Community Relations Coordinator. During her time Indiana University, Emily gained experience through many different jobs and internships. In 2021, Emily graduated summa cum laude with honors in Public and Environmental Affairs with a major in Nonprofit Management and Leadership and a minor in Law and Public Policy. Emily looked forward to putting on great events and connecting with new members of the community.

Cassia LeBron-Williams, Banneker Program/Facility Coordinator, recently accepted the position of Program/Facility Coordinator at the Benjamin Banneker Community Center. Cassia attended Indiana University, where she received a Bachelors of Science in Applied Health Science in Youth Development. Post-graduation, she joined the AmeriCorps in Newark, NY where she served as an in-school tutor, Girl's Club Director, and worked as the Assistant Teacher for World History. Cassia was eager to learn more about the community and its members, the department, and the ways she could support the community.

The Board welcomed the new employees.

Brenda McGlothlin, Customer Service Representative – Retirement

Paula McDevitt, Director recognized Brenda McGlothlin for her dedication to the Department, and congratulated Brenda on her upcoming retirement. Brenda had been a dedicated member of the Parks and Recreation team for 23 years, providing customer service, administrative and staff support. Paula shared some words from staff who wished to pass along their thanks and appreciation for all Brenda had done for them. Paula thanked Brenda for her years of service and commitment to the community and the Parks Department.

Brenda McGlothlin, Customer Service Representative, it had been a long journey as she had started in Community and Family Resources working with the Childcare Grant, then moved to Parks and Recreation. She thanked the staff and stated they were her family.

### **C. OTHER BUSINESS**

#### **C-1. Review/Approval of Park Suspension Appeal**

Paula McDevitt, Director staff recommended upholding the park suspension issued to Matthew Mulligan on April 6, 2022. The 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. The policy was used in the issuance of a suspension of 90 (ninety) days to Matthew Mulligan on April 6, 2022 due to interaction at the Ferguson Dog Park, maintained by the Parks Department. See Park Board Packet for Park Policy 2050, Parks Incident Report, Affidavit and Letter of Suspension.

Mike Rouker, City Attorney present the City of Bloomington Park and Recreation Department case.

Mr. Mulligan, Appellant presented his case.

Jim Whitlatch moved to adopt the findings and facts that had been proposed in update 194 of the Board Packet, and move that the Board adopt that which would uphold the suspension through the 90 day period, through July 5, 2022. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 3-0.

#### **C-2. Review/Approval of Tree Appeal for 1320 E First St. – removed from agenda**

#### **C-3. Review/Approval of final authorization for Resolution 22-03 bond issuance for Park District Bond**

Paula McDevitt, Director it was recommended that, after receiving public comment at the legally advertised public hearing portion of the 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.

Beth Cate, Cooperate Council recommended moving forward with the public hearing portion and presentation of the meeting, and postpone the vote to a later date as three Board Members needed to be physically present to vote.

Kathleen Mills, President opened floor to public comments. None were received.

#### **C-4. Review/Approval of Contract with Bluestone Tree for Tub Grinding and Disposal of Wood Waste**

Erin Hatch, Urban Forester staff wished to have a large amount of wood waste at Ferguson Dog Park removed. The contractor would grind existing debris piles, haul away all grindings, and haul away logs that were too large for horizontal grinder. Staff recommended approval of contract with Bluestone Tree. Project would be funded from Urban Forestry General Fund, in an amount not to exceed \$15,200.

*Ellen Rodkey* made a motion to approve the contract with Bluestone Tree. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 3-0.

C-5. Review/Approval of Partnership Agreement with CanopyBloomington for Youth TreeTenders Program  
Erin Hatch, Urban Forester the purpose of the Agreement was to outline a program partnership, which would provide an opportunity for CanopyBloomington Tree Tenders, a youth employment program, to work for CanopyBloomington in BPRD Switchyard Park under the guidance of BPRD Urban Forester.

*Ellen Rodkey* made a motion to approve the partnership with CanopyBloomington. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 3-0

C-6. Review/Approval of contract with Urban Canopy Works for Development of a Storm Response Plan  
Erin Hatch, Urban Forester due to increased storms, staff wished to create an Urban Forestry Storm Response Plan. Vendor would create a plan that would coordinate processes and procedures across various departments and programs that would respond after storm events, prioritize types of tree calls and locations for clean-up response. Staff recommended approval of the contract with Urban Canopy Works. Funding would be from an Indiana Department Resources Grant, and matching funds from Urban Forestry General Fund that would not exceed \$8,800.

*Ellen Rodkey* made a motion to approve the contract with Urban Canopy Works. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 3-0

C-7. Review/Approval of contract with CarpetsPlus ColorTile for New Carpet at Banneker Community Center  
Leslie Brinson, Recreation Manager due to age and wear, staff wished to replace some carpeting at Banneker Community Center. Vendor would remove old carpet, install underlayment, and lay new carpet on the third floor and library/office area. Staff recommended approval of the contract with CarpetsPlus ColorTile, in an amount not to exceed \$16,200. Funding would be from a Bloomington Parks Foundation donation. Vote taken would be on contingency of receiving the Affirmative Action Play from CarpetsPlus ColorTile.

*Ellen Rodkey* made a motion to approve the contract with CarpetsPlus ColorTile with the contingency of receiving Affirmative Action Plan. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 3-0

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, Recreation Manager to meet CAPRA requirements, staff wished to update Policy 1020, Policy 1030, and Policy 1080. The three policies referred to the Mission Statement or Values statement, which were updated and approved at the Board of Park Commissioners March 22, 2022 meeting. Staff recommended approval of the changes to these policies.

*Ellen Rodkey* made a motion to approve the policy changes to Policy 1020, Policy 1030, and Policy 1080. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 3-0

C-9. Review/Approval of contract with Bruce Wilds Security for July 4<sup>th</sup> Parade, Concerts, and Community Events  
Bill Ream, Community Events Programmer in order to provide the community with secure and well managed events, staff wished to have security services at some of the larger events. Vendor would provide services at Fourth of July Parade, Happy Hours on the Lawn concerts at Switchyard Park, and other events coordinated by the Community Events Division. Staff recommended approval of the contract with Bruce Wilds Security. Funding would be from the multiple Community Events General Fund and Non Reverting funds, in an amount not to exceed \$6,600.

*Ellen Rodkey* made a motion to approve the contract with Bruce Wilds Security. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 3-0

C-10. Review/Approval of MOU with City of Bloomington Utilities Regarding Berm 16 at Switchyard Park  
Tim Street, Operations Development Director staff recommended approval of the Memorandum of Understanding between the Board of Park Commissioners and the City of Bloomington Utilities Department. The MOU was to

establish the responsibilities of each party where they concerned future operations, maintenance, repair or replacement of the Sewer Main located underneath any portion of the Berm at Switchyard Park.

*Ellen Rodkey* made a motion to approve the Memorandum of Understanding with the City of Bloomington Utilities Department. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 3-0

C-11. Review/Approval of Contract with E&B Paving for Road Resurfacing at Rose Hill Cemetery  
*Barb Dunbar, Operations Administrator Assistant* due to age and poor condition, roads at Rose Hill Cemetery needed repaired. Vendor would resurface designated interior roadways at Rose Hill Cemetery, and remove existing curbing and asphalt to make way for the development of the new scatter garden. Staff recommended approval of the contract with E&B Paving. Funding would be from Cemeteries and Operations General Fund and Cemeteries Non Reverting Funds, in an amount not to exceed \$136,335.

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

C-12. Review/approval of Contract with White Buffalo Inc. for Controlled Deer Hunt at Griffy Lake Nature Preserve  
*Steve Cotter, Natural Resource Manager* to maintain a healthy nature preserve, staff wished to manage the deer herd at Griffy Lake Nature Preserve. Staff recommended approval of the contract with White Buffalo Inc. to perform deer hunt coordination. Funding would be from Natural Resources Non Reverting Fund in an amount not to exceed \$22,690.

*Ellen Rodkey* made a motion to approve the contract with White Buffalo. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 3-0

C-13. Review/Approval of service agreement with DEEM, LLC  
*Dee Tuttle, Facility Manager* to maintain the compressors at Frank Southern Center in good working condition, staff recommended approval of the contract with DEEM Inc. Contractor would repair, adjust, and/or replace mechanical, electrical, and plumbing equipment at the ice arena on an as needed basis. Funding would be from Frank Southern Center General Fund, in an amount not to exceed \$10,000.

## **D REPORTS**

- D-1. Operation Division - No Report
- D-2. Recreation Division - No Report
- D-3. Sports Division - No Report
- D-4. Administration Division

*Julie Ramey, Community Relations Manager* presented the 2021 Annual Report – Draft.

The Annual report was a collection of unaudited financial data, reports on participation numbers, partnerships, projects and grants in 2021. Please look at draft and let us know if anything needs changed or adjusted before we go into the final version. The final version would be available on the public on our website [bloomington.in.gov/departments/parks](http://bloomington.in.gov/departments/parks) along with previous year's annual reports and Master Plan, survey reports and other documentation.

## **E. PUBLIC COMMENT**

None

Paula McDevitt, Director a Special Meeting will be scheduled in the near future, and the next regular scheduled meeting would be May 24<sup>th</sup>.

## **ADJOURNMENT**

Meeting adjourned at 5:18 p.m.

Respectfully Submitted,



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Kim Clapp,  
Secretary Board of Park Commissioners



# Board of Park Commissioners Claim Register 4-29-22

Invoice Date Range 04/15/22 - 04/29/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 176 - ARPA Local Fiscal Recvry (S9512)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b>										
Account <b>53990 - Other Services and Charges</b>										
6330 - Marshall Security LLC	2279	18- SYP Marshall MSI Security 4/1/22-4/15/22	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	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 (S9512)</b> Totals								Invoice Transactions	1	\$7,245.00
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181000 - Administration</b>										
Account <b>53750 - Rentals - Other</b>										
933 - United States Postal Service	May 22-April 23	18- PO Box 848 Yearly Rental	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	462.00
Account <b>53750 - Rentals - Other</b> Totals								Invoice Transactions	1	\$462.00
Program <b>181000 - Administration</b> Totals								Invoice Transactions	1	\$462.00
Program <b>181100 - Marketing</b>										
Account <b>53310 - Printing</b>										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	38990	18-April Kids Kraze for Children's Expo	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	40.00
3892 - Midwest Color Printing, INC	INV-16241b	18- Business Cards Carrico	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	62.22
Account <b>53310 - Printing</b> Totals								Invoice Transactions	2	\$102.22
Account <b>53320 - Advertising</b>										
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1220434946	18-30-sec spots for Children's Expo 2022 on WBWB	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	375.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1220434953	18-30-sec spots for Children's Expo 2022 on WHCC	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	375.00
7862 - Winslow Ranch Marketing, LLC	1105	18-digital content and social media services for Childrens Expo	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	220.00
Account <b>53320 - Advertising</b> Totals								Invoice Transactions	3	\$970.00
Account <b>53990 - Other Services and Charges</b>										
5017 - John W Lasher (The Production House)	SIM22008	18-Lower Cascades interp sign accessible voiceover and video	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	225.00
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$225.00
Program <b>181100 - Marketing</b> Totals								Invoice Transactions	6	\$1,297.22



# Board of Park Commissioners Claim Register 4-29-22

Invoice Date Range 04/15/22 - 04/29/22

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>182001 - Aquatics - Bryan Pool</b>										
Account <b>52340 - Other Repairs and Maintenance</b>										
5819 - Synchrony Bank	773795777373	18 - 27 Bryan and Mills Pool Deck Chairs	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	1,500.00
Account <b>52340 - Other Repairs and Maintenance</b> Totals										Invoice Transactions 1
										\$1,500.00
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	773795777373	18 - 27 Bryan and Mills Pool Deck Chairs	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	1,030.00
5819 - Synchrony Bank	869763844476	18-Pools, Guard Item Storage	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	159.99
5819 - Synchrony Bank	698449975783	18-Pools,e, whistles, bullhorn, skimmer, cleaner	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	119.47
Account <b>52420 - Other Supplies</b> Totals										Invoice Transactions 3
Program <b>182001 - Aquatics - Bryan Pool</b> Totals										Invoice Transactions 4
										\$1,309.46
										\$2,809.46
Program <b>182002 - Aquatics - Mills Pool</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	773795777373	18 - 27 Bryan and Mills Pool Deck Chairs	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	1,789.73
5819 - Synchrony Bank	869763844476	18-Pools, Guard Item Storage	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	159.99
5819 - Synchrony Bank	698449975783	18-Pools,e, whistles, bullhorn, skimmer, cleaner	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	140.01
Account <b>52420 - Other Supplies</b> Totals										Invoice Transactions 3
Program <b>182002 - Aquatics - Mills Pool</b> Totals										Invoice Transactions 3
										\$2,089.73
										\$2,089.73
Program <b>182500 - Frank Southern Center</b>										
Account <b>43220 - Facility Rentals</b>										
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			131.45
Account <b>43220 - Facility Rentals</b> Totals										Invoice Transactions 1
										\$131.45
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	133309ES	06-City Fac.-Natural Gas Commodity-March 2022 management fee	Edit		04/18/2022	04/18/2022	04/18/2022			1,577.19
Account <b>53540 - Natural Gas</b> Totals										Invoice Transactions 1
Program <b>182500 - Frank Southern Center</b> Totals										Invoice Transactions 2
										\$1,577.19
										\$1,708.64
Program <b>183500 - Golf Services</b>										
Account <b>43260 - Equipment Rentals</b>										
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			1,344.23
Account <b>43260 - Equipment Rentals</b> Totals										Invoice Transactions 1
										\$1,344.23



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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>183500 - Golf Services</b>										
Account <b>43380 - Other Services</b>										
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			868.48
Account <b>43380 - Other Services</b> Totals									Invoice Transactions 1	\$868.48
Account <b>47110 - Miscellaneous</b>										
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			10.09
Account <b>47110 - Miscellaneous</b> Totals									Invoice Transactions 1	\$10.09
Account <b>52210 - Institutional Supplies</b>										
5819 - Synchrony Bank	2175	18 - Industrial Supplies	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	127.35
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 1	\$127.35
Account <b>52220 - Agricultural Supplies</b>										
4383 - Advanced Turf Solutions, INC	SO996230.1	18 - Chemicals	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	368.14
365 - Rogers Group, INC	0071187709	18 - Stone/rock	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	233.62
365 - Rogers Group, INC	0071187710	18 - Pea Gravel	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	48.82
Account <b>52220 - Agricultural Supplies</b> Totals									Invoice Transactions 3	\$650.58
Account <b>52230 - Garage and Motor Supplies</b>										
14129 - C & S, INC	8667	18 - Motor Oil	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	281.96
Account <b>52230 - Garage and Motor Supplies</b> Totals									Invoice Transactions 1	\$281.96
Account <b>52240 - Fuel and Oil</b>										
2708 - AmeriGas Propane, LP	3135083390	18 - Propane	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	2,109.87
Account <b>52240 - Fuel and Oil</b> Totals									Invoice Transactions 1	\$2,109.87
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	133309ES	06-City Fac.-Natural Gas Commodity-March 2022 management fee	Edit		04/18/2022	04/18/2022	04/18/2022			111.34
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	\$111.34
Program <b>183500 - Golf Services</b> Totals									Invoice Transactions 10	\$5,503.90
Program <b>184000 - Natural Resources</b>										
Account <b>52310 - Building Materials and Supplies</b>										
351 - Young Trucking, INC	116182	18-#7 Stone for LSNP Parking Lot and Access Road	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	765.32
351 - Young Trucking, INC	116062	18- Crushed Stone for LSNP Shelter and Access Road	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	1,771.39
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 2	\$2,536.71
Account <b>52340 - Other Repairs and Maintenance</b>										
409 - Black Lumber Co. INC	504249	18-treated lumber	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	26.16





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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>184000 - Natural Resources</b>										
Account <b>52340 - Other Repairs and Maintenance</b>										
409 - Black Lumber Co. INC	504243	18-lumber	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		87.80
394 - Kleindorfer Hardware & Variety	715433	18-chain, clevis pin	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		17.38
Account <b>52340 - Other Repairs and Maintenance</b> Totals									Invoice Transactions 3	\$131.34
Account <b>52420 - Other Supplies</b>										
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	859834	18-water for Griffy	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		4.90
394 - Kleindorfer Hardware & Variety	712127	18-velcro, tape measure, staple gun, gutter extension	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		66.46
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 2	\$71.36
Account <b>52430 - Uniforms and Tools</b>										
798 - Winters Associates Promotional Products, INC	114178	18-Nat. Res. Staff (10) beanies and (15) ball caps	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		318.02
Account <b>52430 - Uniforms and Tools</b> Totals									Invoice Transactions 1	\$318.02
Program <b>184000 - Natural Resources</b> Totals									Invoice Transactions 8	\$3,057.43
Program <b>186500 - Community Events</b>										
Account <b>53730 - Machinery and Equipment Rental</b>										
4175 - The Stables Events, LLC (Izzy's Rentals)	15329	18 - Portable toilet rental - International Festival	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		210.00
Account <b>53730 - Machinery and Equipment Rental</b> Totals									Invoice Transactions 1	\$210.00
Program <b>186500 - Community Events</b> Totals									Invoice Transactions 1	\$210.00
Program <b>186502 - Community Events-Gardens</b>										
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	712288	18-keys made	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		15.00
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$15.00
Program <b>186502 - Community Events-Gardens</b> Totals									Invoice Transactions 1	\$15.00
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>52210 - Institutional Supplies</b>										
51857 - Flex-Pac, INC	I318075	18- TLSP urinal screens, disinfecting wipes, lactic acid cleaner	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		200.27
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 1	\$200.27
Account <b>52230 - Garage and Motor Supplies</b>										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	434886	18- TLSP Starter for Sand Pro	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		296.95



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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>187001 - Adult Sports-Softball</b>										
Account <b>52230 - Garage and Motor Supplies</b>										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	433434	18 -TLSP 80-W-90 QT Oil for Mowers	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	8.38
Account <b>52230 - Garage and Motor Supplies</b> Totals										Invoice Transactions 2
										<u>\$305.33</u>
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	712319	18- TLSP lock, gloves, toilet seat	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	57.94
Account <b>52420 - Other Supplies</b> Totals										Invoice Transactions 1
										<u>\$57.94</u>
Account <b>53990 - Other Services and Charges</b>										
231 - IU Health OCC Health Services	00124891-00	18- TLSP Hearing Tests 10/21/21 (Cooper, Lamb, Lavender)	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	102.00
Account <b>53990 - Other Services and Charges</b> Totals										Invoice Transactions 1
										<u>\$102.00</u>
Program <b>187001 - Adult Sports-Softball</b> Totals										Invoice Transactions 5
										<u>\$665.54</u>
Program <b>187202 - Youth Sports-Winslow</b>										
Account <b>52340 - Other Repairs and Maintenance</b>										
394 - Kleindorfer Hardware & Variety	712527	18-Winslow-Hose Repair, Simple Green, Bit, Padlocks, ERing	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	80.19
394 - Kleindorfer Hardware & Variety	715399	18- Winslow Hardware- Hose, Screw, Screw Eye, TapCon Box	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	63.46
Account <b>52340 - Other Repairs and Maintenance</b> Totals										Invoice Transactions 2
										<u>\$143.65</u>
Program <b>187202 - Youth Sports-Winslow</b> Totals										Invoice Transactions 2
										<u>\$143.65</u>
Program <b>187500 - Banneker</b>										
Account <b>43220 - Facility Rentals</b>										
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			63.45
Account <b>43220 - Facility Rentals</b> Totals										Invoice Transactions 1
										<u>\$63.45</u>
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	703230	18- Banneker Bug Sprays	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	11.07
Account <b>52420 - Other Supplies</b> Totals										Invoice Transactions 1
										<u>\$11.07</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>187500 - Banneker</b>										
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	133309ES	06-City Fac.-Natural Gas Commodity-March 2022 management fee	Edit		04/18/2022	04/18/2022	04/18/2022			568.75
Account <b>53540 - Natural Gas</b> Totals										\$568.75
Program <b>187500 - Banneker</b> Totals										\$643.27
Invoice Transactions 1										
Invoice Transactions 3										
<b>Program 189000 - Operations</b>										
Account <b>52210 - Institutional Supplies</b>										
9269 - Ferguson Facilities Supply, HP Products #3400	0440064	18-Custodial supplies for shelters/restrooms & PPE	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		290.42
9269 - Ferguson Facilities Supply, HP Products #3400	0437803	18-grip and grab reach tool and trash bags	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		521.82
9269 - Ferguson Facilities Supply, HP Products #3400	0437803-1	18-grip and grab reach tool	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		104.22
394 - Kleindorfer Hardware & Variety	715188	18-traffic paint for parking lots, brushes for cleaning	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		45.52
4526 - Momar, INC (Handyman)	PSI441599	18-(4) cs Blister graffiti product (48 aerosol cans)	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		840.66
Account <b>52210 - Institutional Supplies</b> Totals										\$1,802.64
Invoice Transactions 5										
<b>Account 52220 - Agricultural Supplies</b>										
51891 - Forest Commodities, INC	22041202	18-Engineered wood fiber (playground surfacing)	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		1,950.00
Account <b>52220 - Agricultural Supplies</b> Totals										\$1,950.00
Invoice Transactions 1										
<b>Account 52310 - Building Materials and Supplies</b>										
409 - Black Lumber Co. INC	504060	18-materials to fix boardwalk at Bryan Park	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		89.93
394 - Kleindorfer Hardware & Variety	714806	18-1 box nails, 1 punch	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		17.98
394 - Kleindorfer Hardware & Variety	699374	18-grading wheels and supplies to grind on metal	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		27.43
394 - Kleindorfer Hardware & Variety	703941	18-masonry drill bits	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		106.46
394 - Kleindorfer Hardware & Variety	712584	18-blades	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		24.48
Account <b>52310 - Building Materials and Supplies</b> Totals										\$266.28
Invoice Transactions 5										



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<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>52340 - Other Repairs and Maintenance</b>										
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290038618	18-front and rear tire for trencher	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	96.55
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290038561	18-2 front tires for Olcott JD, 2 front tires for Bryan JD	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	134.36
409 - Black Lumber Co. INC	503797	18-materials for Parks Ridge East sign	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	40.97
394 - Kleindorfer Hardware & Variety	715425	18-flapper to fix toilet at SYP	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	5.69
394 - Kleindorfer Hardware & Variety	715188	18-traffic paint for parking lots, brushes for cleaning	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	307.45
394 - Kleindorfer Hardware & Variety	715257	18-liquid fire, tape, PB blaster, breaker	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	56.47
394 - Kleindorfer Hardware & Variety	715261	18-tape, Fernco, bell	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	18.46
394 - Kleindorfer Hardware & Variety	712227	18-faucet, ball valves, PVC glue and cleaner	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	27.55
394 - Kleindorfer Hardware & Variety	712480	18-pipe nipple, valve and concrete, pipe, galv nipple	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	30.37
394 - Kleindorfer Hardware & Variety	715086	18-special order security bit	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	15.50
394 - Kleindorfer Hardware & Variety	715390	18-faucet stem	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	16.79
6262 - Koenig Equipment, INC	P29920	18-oil mix, screws for Gator	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	151.25
4911 - Most Dependable Fountains, INC	INV67683	18-Misc. parts for repairs to multiple MDF drinking fountains	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	620.00
577 - W.W. Grainger, INC	9280207896	18-(24) Waterless urinal cartridges	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	247.20
Account <b>52340 - Other Repairs and Maintenance</b> Totals									Invoice Transactions 14	\$1,768.61
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	715257	18-liquid fire, tape, PB blaster, breaker	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	11.78
394 - Kleindorfer Hardware & Variety	715261	18-tape, Fernco, bell	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	6.37
7843 - ZW USA INC (Dog Waste Depot)	476880	18-(3) Dog waste bag dispensers	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	179.97
7843 - ZW USA INC (Dog Waste Depot)	477638	18-(30) cs dog waste bags (60,000 bags)	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	899.70
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 4	\$1,097.82



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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>52430 - Uniforms and Tools</b>										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	10137	18-Seasonal & RFT Union staff logo'd wear for four Areas	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	1,201.00
Account <b>52430 - Uniforms and Tools</b> Totals									Invoice Transactions 1	\$1,201.00
Account <b>53110 - Engineering and Architectural</b>										
7059 - Eagle Ridge Civil Engineering Services, LLC	276-05	18-INDNR permit coordination for Sherwood Oaks Park	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	968.20
Account <b>53110 - Engineering and Architectural</b> Totals									Invoice Transactions 1	\$968.20
Account <b>53130 - Medical</b>										
231 - IU Health OCC Health Services	00126283-00	18-Hearing test-J. Wahl-10/19/21	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	34.00
231 - IU Health OCC Health Services	00126284-00	18-Hearing test-J. Wetnight-10/19/21	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	34.00
Account <b>53130 - Medical</b> Totals									Invoice Transactions 2	\$68.00
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	133309ES	06-City Fac.-Natural Gas Commodity-March 2022 management fee	Edit		04/18/2022	04/18/2022	04/18/2022			1,485.60
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	\$1,485.60
Account <b>53610 - Building Repairs</b>										
321 - Harrell Fish, INC (HFI)	W76993	18-Labor to replace (2) roof exhaust fans @ BCT	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	5,450.00
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 1	\$5,450.00
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Aramark Uniform & Career Apparel Group, INC	408000023288	18-Uniform services-3/23/22	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	133.84
19171 - Aramark Uniform & Career Apparel Group, INC	408000024499	18-Uniform services-3/30/22	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	408000025852	18-Uniform services-4/6/22	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	408000027031	18-Uniform & mat cleaning services-4/13/22	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	53.04
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals									Invoice Transactions 4	\$220.28



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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>189000 - Operations</b>										
Account <b>53990 - Other Services and Charges</b>										
199 - Monroe County Government	015-32903-25 21	18-Spring/Fall 2021 Prop Tax S Weimer Rd The Mill Development	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	51.82
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$51.82
Program <b>189000 - Operations</b> Totals									Invoice Transactions 40	\$16,330.25
Program <b>189006 - Switchyard Property</b>										
Account <b>52210 - Institutional Supplies</b>										
51857 - Flex-Pac, INC	I318075-01	18- SYP Waterfree Lactic Acid Urinal Cleaner	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	53.69
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 1	\$53.69
Account <b>52220 - Agricultural Supplies</b>										
4574 - John Deere Financial (Rural King)	51975	18-SYP mulch, blower kit, Kentucky fescue seed	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	152.97
Account <b>52220 - Agricultural Supplies</b> Totals									Invoice Transactions 1	\$152.97
Account <b>53610 - Building Repairs</b>										
392 - Koorsen Fire & Security, INC	5593579	18- SYP Emergency Light Inspection (annual)-April 2022	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	250.50
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 1	\$250.50
Account <b>53910 - Dues and Subscriptions</b>										
199 - Monroe County Government	4-13-2022	18 -SYP Spray Pad Permit Application	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	250.00
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 1	\$250.00
Account <b>53950 - Landfill</b>										
908 - JB Salvage (Westside Auto Parts)	220331119300	18-SYP 8 Yard Dumpster - March 2022	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	175.00
Account <b>53950 - Landfill</b> Totals									Invoice Transactions 1	\$175.00
Program <b>189006 - Switchyard Property</b> Totals									Invoice Transactions 5	\$882.16
Program <b>189500 - Landscaping</b>										
Account <b>52210 - Institutional Supplies</b>										
313 - Fastenal Company	INBLM227439	18 - LAND 1 case absorbent pads (VM - PPE)	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	88.20
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 1	\$88.20
Account <b>52220 - Agricultural Supplies</b>										
137 - Good Earth, LLC	20041	18 - LAND hardwood mulch for SYP	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	144.00



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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>189500 - Landscaping</b>										
Account <b>52220 - Agricultural Supplies</b>										
137 - Good Earth, LLC	20042	18 - LAND hardwood mulch for SYP	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		144.00
137 - Good Earth, LLC	20043	18 - LAND hardwood mulch for SYP	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		144.00
Account <b>52220 - Agricultural Supplies</b> Totals									Invoice Transactions 3	\$432.00
Account <b>52420 - Other Supplies</b>										
818 - Everywhere Signs, LLC	59202	18 - LAND (5) Adopt-A-Median signs with heavy duty frames	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		175.00
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$175.00
Account <b>52430 - Uniforms and Tools</b>										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	10137	18-Seasonal & RFT Union staff logo'd wear for four Areas	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		600.00
Account <b>52430 - Uniforms and Tools</b> Totals									Invoice Transactions 1	\$600.00
Account <b>53990 - Other Services and Charges</b>										
50335 - Aquatic Control, INC	206687	18 - LAND Miller-Showers Park pond mgmt (April - Sept 2022)	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		670.83
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$670.83
Program <b>189500 - Landscaping</b> Totals									Invoice Transactions 7	\$1,966.03
Program <b>189501 - Cemeteries</b>										
Account <b>52430 - Uniforms and Tools</b>										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	10137	18-Seasonal & RFT Union staff logo'd wear for four Areas	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		170.00
Account <b>52430 - Uniforms and Tools</b> Totals									Invoice Transactions 1	\$170.00
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	133309ES	06-City Fac.-Natural Gas Commodity-March 2022 management fee	Edit		04/18/2022	04/18/2022	04/18/2022			35.34
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	\$35.34
Program <b>189501 - Cemeteries</b> Totals									Invoice Transactions 2	\$205.34





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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>189503 - Urban Forestry</b>										
Account <b>52430 - Uniforms and Tools</b>										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	10137	18-Seasonal & RFT Union staff logo'd wear for four Areas	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	185.00
Account <b>52430 - Uniforms and Tools</b> Totals								Invoice Transactions	1	\$185.00
Program <b>189503 - Urban Forestry</b> Totals								Invoice Transactions	1	\$185.00
Department <b>18 - Parks &amp; Recreation</b> Totals								Invoice Transactions	101	\$38,174.62
Fund <b>200 - Parks and Recreation Gen (\$1301)</b> Totals								Invoice Transactions	101	\$38,174.62
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182003 - Aquatics-Health &amp; Safety</b>										
Account <b>52420 - Other Supplies</b>										
4504 - American National Red Cross	22416536	18- CPR Certifications	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	245.00
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$245.00
Program <b>182003 - Aquatics-Health &amp; Safety</b> Totals								Invoice Transactions	1	\$245.00
Program <b>183500 - Golf Services</b>										
Account <b>43220 - Facility Rentals</b>										
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			74.83
Account <b>43220 - Facility Rentals</b> Totals								Invoice Transactions	1	\$74.83
Account <b>43290 - Concessions</b>										
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			285.46
Account <b>43290 - Concessions</b> Totals								Invoice Transactions	1	\$285.46
Account <b>43295 - Concessions FB Tax</b>										
204 - State Of Indiana	FB Tax March 22	18-FB Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			1.36
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			9.54
Account <b>43295 - Concessions FB Tax</b> Totals								Invoice Transactions	2	\$10.90
Account <b>52330 - Street , Alley, and Sewer Material</b>										
205 - City Of Bloomington	331080	18 - Best Beers	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	555.80
205 - City Of Bloomington	238059	18 - Monarch	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	346.00
5819 - Synchrony Bank	4459	18 - Snack Bar items	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	71.88
5819 - Synchrony Bank	6630	18 - Snack Bar items	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	174.50
5819 - Synchrony Bank	7474 041522	18 - Snack Bar items	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	77.36
5819 - Synchrony Bank	6657	18 - Snack Bar items	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	190.78
5819 - Synchrony Bank	5642	18 - Snack Bar items	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	150.68
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals								Invoice Transactions	7	\$1,567.00
Program <b>183500 - Golf Services</b> Totals								Invoice Transactions	11	\$1,938.19





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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>183501 - Golf Course - Pro Shop</b>										
Account <b>43340 - Pro Shop Sales</b>										
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			735.66
Account <b>43340 - Pro Shop Sales</b> Totals										Invoice Transactions 1
										<b>\$735.66</b>
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4072 - Acushnet Company	913034377	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		238.00
4072 - Acushnet Company	913034174	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		26.83
4072 - Acushnet Company	913034376	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		276.98
4072 - Acushnet Company	913046026	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		157.10
4072 - Acushnet Company	913034379	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		912.73
4072 - Acushnet Company	913046027	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		119.00
4072 - Acushnet Company	913048985	18 - Clubs, balls, bags, clothing & etc.	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		1,093.68
4072 - Acushnet Company	913046030	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		86.29
4072 - Acushnet Company	913059208	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		119.00
4072 - Acushnet Company	300368218	18 - Credit Memo	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		(850.00)
4072 - Acushnet Company	912910733	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		157.04
4072 - Acushnet Company	912910734	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		137.43
4072 - Acushnet Company	912932990	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		503.58
4072 - Acushnet Company	912973108	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		238.00
4072 - Acushnet Company	912983390	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		71.16
4072 - Acushnet Company	912995404	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		164.73
4072 - Acushnet Company	912995405	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		119.00
4072 - Acushnet Company	912995409	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		244.77
4072 - Acushnet Company	913022496	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		1,981.40
3978 - J & M Golf, INC	0646565-IN	18 - Tees, ball markers, towels, & misc.	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		311.25
5053 - LSQ Holdings, LLC (Klone Lab LLC)	INV713469258	18 - Golf Shoes	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		1,077.18
53619 - Ping, INC	16263742	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		858.00
53619 - Ping, INC	16265928	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		118.97
53619 - Ping, INC	16265932	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		118.97
53619 - Ping, INC	16237565	18 - Credit Memo-fitting tools: glide wdgs	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		(288.00)
53619 - Ping, INC	16227270	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		508.57
53619 - Ping, INC	16227271	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		169.27
53619 - Ping, INC	16235470	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		1,417.28
53619 - Ping, INC	16244072	18-Pro Shop Supplies	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		251.40
5590 - Zero Friction, LLC	211959	18 - Gloves	Open		04/19/2022	04/19/2022	04/29/2022	04/29/2022		379.50
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals										Invoice Transactions 30
										<b>\$10,719.11</b>
Program <b>183501 - Golf Course - Pro Shop</b> Totals										Invoice Transactions 31
										<b>\$11,454.77</b>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>184500 - Youth Services -Juke Box</b>										
Account <b>43220 - Facility Rentals</b>										
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			21.47
Account <b>43220 - Facility Rentals</b> Totals										Invoice Transactions 1
										\$21.47
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	133309ES	06-City Fac.-Natural Gas Commodity-March 2022 management fee	Edit		04/18/2022	04/18/2022	04/18/2022			185.16
Account <b>53540 - Natural Gas</b> Totals										Invoice Transactions 1
Program <b>184500 - Youth Services -Juke Box</b> Totals										Invoice Transactions 2
										\$185.16
										\$206.63
Program <b>184502 - Youth Expo- Childrens Expo</b>										
Account <b>43270 - Registration Fees</b>										
Big Brothers Big Sisters Southern Indiana	2022-00000533	18-Refunds	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	50.00
Account <b>43270 - Registration Fees</b> Totals										Invoice Transactions 1
Program <b>184502 - Youth Expo- Childrens Expo</b> Totals										Invoice Transactions 1
										\$50.00
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>43220 - Facility Rentals</b>										
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			954.07
Account <b>43220 - Facility Rentals</b> Totals										Invoice Transactions 1
										\$954.07
Account <b>52210 - Institutional Supplies</b>										
5819 - Synchrony Bank	0070	18 - TLRC Facility Institutional Supplies	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	106.72
Account <b>52210 - Institutional Supplies</b> Totals										Invoice Transactions 1
										\$106.72
Account <b>52310 - Building Materials and Supplies</b>										
4574 - John Deere Financial (Rural King)	57994	18-grease and lube for TLRC	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	18.97
4443 - The Sherwin Williams Company	2745-1	18-paint and supplies for TLRC	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	488.05
Account <b>52310 - Building Materials and Supplies</b> Totals										Invoice Transactions 2
										\$507.02
Account <b>53540 - Natural Gas</b>										
6769 - EDF, INC (EDF Energy Services)	133309ES	06-City Fac.-Natural Gas Commodity-March 2022 management fee	Edit		04/18/2022	04/18/2022	04/18/2022			984.97
Account <b>53540 - Natural Gas</b> Totals										Invoice Transactions 1
										\$984.97
Account <b>53610 - Building Repairs</b>										
298 - Commercial Service Of Bloomington, INC	C61269	18 - TLRC HVAC Preventive Maintenance Service	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	2,260.67



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Fund <b>201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>53610 - Building Repairs</b>										
53657 - Plymate, INC	3088268	18 - TLRC Entry Mat Service	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	81.62
Account <b>53610 - Building Repairs</b> Totals								Invoice Transactions	2	\$2,342.29
Program <b>185000 - Twin Lakes Recreation Center</b> Totals								Invoice Transactions	7	\$4,895.07
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
6161 - Morgan Ashley Banks	04142022	18-TLRC Fitness Specialist	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	187.50
7276 - Kaitlyn Clementi	04142022	18-TLRC Fitness Specialist	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	105.00
7978 - Elizabeth Lee	04112022	18-TLRC Fitness Specialist	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	93.75
7086 - Rivkah L Moore	04152022	18-TLRC Fitness Specialist	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	437.50
5007 - Emeline P O'Connor	04142022	18-TLRC Fitness Specialist	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	187.50
1973 - Megan M Stark	04142022	18-TLRC Fitness Specialist	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	285.00
7440 - William Tuttle	04162022	18-TLRC Fitness Specialist	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	337.50
7440 - William Tuttle	04092022	18-TLRC Fitness Specialist	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	270.00
Account <b>53940 - Temporary Contractual Employee</b> Totals								Invoice Transactions	8	\$1,903.75
Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals								Invoice Transactions	8	\$1,903.75
Program <b>185006 - TLRC-Concessions</b>										
Account <b>43290 - Concessions</b>										
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			70.47
Account <b>43290 - Concessions</b> Totals								Invoice Transactions	1	\$70.47
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4099 - Gold Medal Products CO.	169069	18 - TLRC Concession Items	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	596.85
5819 - Synchrony Bank	0077	18 - TLRC Concession Item Sale	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	281.70
21145 - Sysco USA III, LLC	338006453	18 - TLRC Concession Items	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	899.64
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals								Invoice Transactions	3	\$1,778.19
Program <b>185006 - TLRC-Concessions</b> Totals								Invoice Transactions	4	\$1,848.66



# Board of Park Commissioners Claim Register 4-29-22

Invoice Date Range 04/15/22 - 04/29/22

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>186502 - Community Events-Gardens</b>										
Account <b>52420 - Other Supplies</b>										
2689 - Greendell Landscape Solutions, INC	0235082-IN	18- pallet bagged compost	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	175.00
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$175.00
Program <b>186502 - Community Events-Gardens</b> Totals									Invoice Transactions 1	\$175.00
Program <b>186503 - Community Events-Farmers' Market</b>										
Account <b>47240 - EBT Market Bucks</b>										
17532 - Ralph Shatto (Poseys & Pumpkins)	2767	18-Market Bucks	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	99.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2768	18-Market Bucks	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	15.00
Account <b>47240 - EBT Market Bucks</b> Totals									Invoice Transactions 2	\$114.00
Program <b>186503 - Community Events-Farmers' Market</b> Totals									Invoice Transactions 2	\$114.00
Program <b>186504 - Senior Expo</b>										
Account <b>53310 - Printing</b>										
53125 - Mr. Copy, INC	35935	18-50+ Expo promo brochures #1000	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	284.40
Account <b>53310 - Printing</b> Totals									Invoice Transactions 1	\$284.40
Program <b>186504 - Senior Expo</b> Totals									Invoice Transactions 1	\$284.40
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>43220 - Facility Rentals</b>										
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			32.54
Account <b>43220 - Facility Rentals</b> Totals									Invoice Transactions 1	\$32.54
Program <b>187001 - Adult Sports-Softball</b> Totals									Invoice Transactions 1	\$32.54
Program <b>189000 - Operations</b>										
Account <b>53990 - Other Services and Charges</b>										
19741 - Mader Design, LLC	1455	18- Rogers Family Park Design	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	1,000.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$1,000.00
Program <b>189000 - Operations</b> Totals									Invoice Transactions 1	\$1,000.00
Program <b>189003 - Operations-Open Shelters</b>										
Account <b>43220 - Facility Rentals</b>										
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			338.84
Account <b>43220 - Facility Rentals</b> Totals									Invoice Transactions 1	\$338.84
Program <b>189003 - Operations-Open Shelters</b> Totals									Invoice Transactions 1	\$338.84



# Board of Park Commissioners Claim Register 4-29-22

Invoice Date Range 04/15/22 - 04/29/22

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>189006 - Switchyard Property</b>										
Account <b>43220 - Facility Rentals</b>										
204 - State Of Indiana	Sales Tax 0322	18-Sales Tax March 2022	Edit		04/19/2022	04/19/2022	04/19/2022			123.64
Account <b>43220 - Facility Rentals</b> Totals								Invoice Transactions	1	\$123.64
Program <b>189006 - Switchyard Property</b> Totals								Invoice Transactions	1	\$123.64
Department <b>18 - Parks &amp; Recreation</b> Totals								Invoice Transactions	73	\$24,610.49
Fund <b>201 - Parks and Rec Non Reverting</b> Totals								Invoice Transactions	73	\$24,610.49
<b>Fund 977 - Parks 2016 GO Bond Proceeds</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>18016B - 2016 B CCT Griffy RCA TLSP WinSP</b>										
Account <b>54510 - Other Capital Outlays</b>										
5149 - E&B Paving, INC	30043437	18-Bici-E&B Paving- Griffy Lake Fishing Pier & Loop Trail-App 3	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	32,755.05
18844 - First Financial Bank, N.A.	30043437	18-Bici-E&B Paving- Griffy Lake Fishing Pier & Loop Trail-App 3	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	1,723.95
Account <b>54510 - Other Capital Outlays</b> Totals								Invoice Transactions	2	\$34,479.00
Program <b>18016B - 2016 B CCT Griffy RCA TLSP WinSP</b> Totals								Invoice Transactions	2	\$34,479.00
Program <b>18016C - 2016 C BP GN OP PP SO 3rd WinSP</b>										
Account <b>54510 - Other Capital Outlays</b>										
3444 - Rundell Ernstberger Associates, INC	2021-1625-05	18- Bryan Park Trail Improvements	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	990.00
Account <b>54510 - Other Capital Outlays</b> Totals								Invoice Transactions	1	\$990.00
Program <b>18016C - 2016 C BP GN OP PP SO 3rd WinSP</b> Totals								Invoice Transactions	1	\$990.00
Department <b>18 - Parks &amp; Recreation</b> Totals								Invoice Transactions	3	\$35,469.00
Fund <b>977 - Parks 2016 GO Bond Proceeds</b> Totals								Invoice Transactions	3	\$35,469.00
<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>										
5149 - E&B Paving, INC	30043437	18-Bici-E&B Paving- Griffy Lake Fishing Pier & Loop Trail-App 3	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	386,315.93
7059 - Eagle Ridge Civil Engineering Services, LLC	204-26	18- Addendum for Cascades Creek repair and path to waterfall	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	920.33
18844 - First Financial Bank, N.A.	30043437	18-Bici-E&B Paving- Griffy Lake Fishing Pier & Loop Trail-App 3	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	20,332.42



# Board of Park Commissioners Claim Register 4-29-22

Invoice Date Range 04/15/22 - 04/29/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>980 - 2018 BicentennialBnd Prcd900030</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>18018B - Griffy Loop Trail Lower Cascades</b>										
Account <b>54510 - Other Capital Outlays</b>										
3444 - Rundell Ernstberger Associates, INC	2021-1620-10	18- Construction Inspection for Cascades Trail and Streambank	Open		04/19/2022	04/19/2022	04/29/2022		04/29/2022	3,451.50
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	4		\$411,020.18
Program <b>18018B - Griffy Loop Trail Lower Cascades</b> Totals							Invoice Transactions	4		\$411,020.18
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	4		\$411,020.18
Fund <b>980 - 2018 BicentennialBnd Prcd900030</b> Totals							Invoice Transactions	4		\$411,020.18
Grand Totals							Invoice Transactions	182		\$516,519.29

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
04/29/22	Claims				\$516,519.29
					<u>\$516,519.29</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 \$516,519.29 4/29/2022

Dated this 22<sup>nd</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 Sililand

## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/6/2022	Payroll				172,603.97
					<u>172,603.97</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 \$ 172,603.97

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 04/30/22 - 05/13/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>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	2278	18-Security Services B-Line 4/1/22 - 4/15/22	Paid by EFT # 46452		05/03/2022	05/03/2022	05/13/2022		05/13/2022	9,631.88
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 1			\$9,631.88
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals							Invoice Transactions 1			\$9,631.88
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions 1			\$9,631.88
Fund <b>176 - ARPA Local Fiscal Recvry (\$9512)</b> Totals							Invoice Transactions 1			\$9,631.88
Fund <b>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	2250006B1	18-calendar-desk pad	Paid by EFT # 46468		05/03/2022	05/03/2022	05/13/2022		05/13/2022	23.80
5099 - Office Three Sixty, INC	2250006	18-calendar and planner	Paid by EFT # 46468		05/03/2022	05/03/2022	05/13/2022		05/13/2022	10.65
5819 - Synchrony Bank	677787944549	18-Amazon Scissor Mouse Community Relations	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	6.49
Account <b>52110 - Office Supplies</b> Totals							Invoice Transactions 3			\$40.94
Program <b>181000 - Administration</b> Totals							Invoice Transactions 3			\$40.94
Program <b>181100 - Marketing</b>										
Account <b>52420 - Other Supplies</b>										
11693 - The Award Center, INC	61014	18- Staff Name Tags	Paid by EFT # 46506		05/03/2022	05/03/2022	05/13/2022		05/13/2022	28.00
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 1			\$28.00
Account <b>53310 - Printing</b>										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39013	18-Nature & the Outdoors fliers May June 2022	Paid by EFT # 46337		05/03/2022	05/03/2022	05/13/2022		05/13/2022	114.60
6775 - Lincoln Printing Corporation (The Jackson Group)	71787	18-Summer 2022 Program Guide	Paid by EFT # 46446		05/03/2022	05/03/2022	05/13/2022		05/13/2022	20,100.00
3892 - Midwest Color Printing, INC	INV-16274	18-E Buuck business cards	Paid by EFT # 46457		05/03/2022	05/03/2022	05/13/2022		05/13/2022	66.18
Account <b>53310 - Printing</b> Totals							Invoice Transactions 3			\$20,280.78
Account <b>53320 - Advertising</b>										
6891 - Gatehouse Media Indiana Holdings	0004475670	18-March display ads and classifieds inc Family Guide	Paid by EFT # 46398		05/03/2022	05/03/2022	05/13/2022		05/13/2022	3,573.60



# Board of Park Commissioners Claim Register

Invoice Date Range 04/30/22 - 05/13/22

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>181100 - Marketing</b>										
Account <b>53320 - Advertising</b>										
1078 - Kamrex, INC (VFW Program)	270719	18-1/16 page ad in Indiana AmVet News for Twin Lakes Rec Center	Paid by Check # 75630		05/03/2022	05/03/2022	05/13/2022		05/13/2022	127.50
Account <b>53320 - Advertising</b> Totals										Invoice Transactions 2
										<u>\$3,701.10</u>
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	0B13F37-0014	18- Robly Annual Email Subscription Renewal	Paid by Check # 75624		05/03/2022	05/03/2022	05/13/2022		05/13/2022	535.50
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-5561	18-Quarterly web hosting for Twin Lakes Rec Center (Q2)	Paid by EFT # 46410		05/03/2022	05/03/2022	05/13/2022		05/13/2022	165.00
Account <b>53910 - Dues and Subscriptions</b> Totals										Invoice Transactions 2
Program <b>181100 - Marketing</b> Totals										<u>\$700.50</u>
										<u>\$24,710.38</u>
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>52210 - Institutional Supplies</b>										
5819 - Synchrony Bank	437865855343	18 - First Aid Supplies for Pools	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	392.34
Account <b>52210 - Institutional Supplies</b> Totals										Invoice Transactions 1
										<u>\$392.34</u>
Account <b>52310 - Building Materials and Supplies</b>										
4443 - The Sherwin Williams Company	6088-8	18 - Paint and supplies for Bryan and Mills Pool	Paid by EFT # 46510		05/03/2022	05/03/2022	05/13/2022		05/13/2022	250.00
Account <b>52310 - Building Materials and Supplies</b> Totals										Invoice Transactions 1
Program <b>182001 - Aquatics - Bryan Pool</b> Totals										<u>\$250.00</u>
										<u>\$642.34</u>
Program <b>182002 - Aquatics - Mills Pool</b>										
Account <b>52210 - Institutional Supplies</b>										
5819 - Synchrony Bank	437865855343	18 - First Aid Supplies for Pools	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	200.00
Account <b>52210 - Institutional Supplies</b> Totals										Invoice Transactions 1
										<u>\$200.00</u>
Account <b>52310 - Building Materials and Supplies</b>										
4443 - The Sherwin Williams Company	6088-8	18 - Paint and supplies for Bryan and Mills Pool	Paid by EFT # 46510		05/03/2022	05/03/2022	05/13/2022		05/13/2022	150.00
Account <b>52310 - Building Materials and Supplies</b> Totals										Invoice Transactions 1
										<u>\$150.00</u>
Account <b>52340 - Other Repairs and Maintenance</b>										
394 - Kleindorfer Hardware & Variety	712204	18-Duck Tape, Shark Bite Ball Valves for Mills Pool	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	101.95
Account <b>52340 - Other Repairs and Maintenance</b> Totals										Invoice Transactions 1
Program <b>182002 - Aquatics - Mills Pool</b> Totals										<u>\$101.95</u>
										<u>\$451.95</u>



# Board of Park Commissioners Claim Register

Invoice Date Range 04/30/22 - 05/13/22

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>182500 - Frank Southern Center</b>										
Account <b>52230 - Garage and Motor Supplies</b>										
5913 - Becker Arena Products, INC	604565	18- FSC Zamboni spreader cloth and squeegee	Paid by EFT # 46354		05/03/2022	05/03/2022	05/13/2022		05/13/2022	201.73
Account <b>52230 - Garage and Motor Supplies</b> Totals								Invoice Transactions	1	\$201.73
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	784585886457	18 - FSC Masks Refund	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	(67.98)
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	(\$67.98)
Program <b>182500 - Frank Southern Center</b> Totals								Invoice Transactions	2	\$133.75
Program <b>183500 - Golf Services</b>										
Account <b>52210 - Institutional Supplies</b>										
453 - ULINE, INC	147515487	18 - Industrial Supplies	Paid by EFT # 46522		05/03/2022	05/03/2022	05/13/2022		05/13/2022	170.68
Account <b>52210 - Institutional Supplies</b> Totals								Invoice Transactions	1	\$170.68
Account <b>52220 - Agricultural Supplies</b>										
365 - Rogers Group, INC	0071187962	18 - Gravel-#11 stone-2.93 tons-4/18/22	Paid by EFT # 46486		05/03/2022	05/03/2022	05/13/2022		05/13/2022	46.73
Account <b>52220 - Agricultural Supplies</b> Totals								Invoice Transactions	1	\$46.73
Account <b>52230 - Garage and Motor Supplies</b>										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	438087	18 - Fuel Filter	Paid by EFT # 46496		05/03/2022	05/03/2022	05/13/2022		05/13/2022	2.51
Account <b>52230 - Garage and Motor Supplies</b> Totals								Invoice Transactions	1	\$2.51
Account <b>52240 - Fuel and Oil</b>										
14129 - C & S, INC	8414	18 - Fuel-Cascades Golf Course-4/21/22	Paid by EFT # 46366		05/03/2022	05/03/2022	05/13/2022		05/13/2022	3,856.64
Account <b>52240 - Fuel and Oil</b> Totals								Invoice Transactions	1	\$3,856.64
Account <b>53990 - Other Services and Charges</b>										
4046 - Heritage-Crystal Clean, INC	17349383	18 - Parts cleaner	Paid by EFT # 46407		05/03/2022	05/03/2022	05/13/2022		05/13/2022	406.06
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$406.06
Program <b>183500 - Golf Services</b> Totals								Invoice Transactions	5	\$4,482.62
Program <b>184000 - Natural Resources</b>										
Account <b>52220 - Agricultural Supplies</b>										
5819 - Synchrony Bank	744775746368	18-Amazon Insect Figurines/ Seeds Griffy	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	72.74
Account <b>52220 - Agricultural Supplies</b> Totals								Invoice Transactions	1	\$72.74
Account <b>52310 - Building Materials and Supplies</b>										
409 - Black Lumber Co. INC	501933	18-white aluminum fascia	Paid by EFT # 46357		05/03/2022	05/03/2022	05/13/2022		05/13/2022	23.99



# Board of Park Commissioners Claim Register

Invoice Date Range 04/30/22 - 05/13/22

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>52310 - Building Materials and Supplies</b>										
409 - Black Lumber Co. INC	501935	18-Excahnge Fascia-Invoice #501933	Paid by EFT # 46357		05/03/2022	05/03/2022	05/13/2022		05/13/2022	(4.00)
409 - Black Lumber Co. INC	502034	18-fascia for Leonard Springs	Paid by EFT # 46357		05/03/2022	05/03/2022	05/13/2022		05/13/2022	4.00
Account <b>52310 - Building Materials and Supplies</b> Totals								Invoice Transactions	3	\$23.99
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	744775746368	18-Amazon Insect Figurines/ Seeds Griffy	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	37.98
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$37.98
Account <b>53920 - Laundry and Other Sanitation Services</b>										
4175 - The Stables Events, LLC (Izzy's Rentals)	15379	18-Wapehani Restroom Service-March & April 2022	Paid by EFT # 46511		05/03/2022	05/03/2022	05/13/2022		05/13/2022	140.00
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals								Invoice Transactions	1	\$140.00
Program <b>184000 - Natural Resources</b> Totals								Invoice Transactions	6	\$274.71
Program <b>186500 - Community Events</b>										
Account <b>53990 - Other Services and Charges</b>										
4849 - Bruce Wilds Security, LLC	11011	18- Security for International Food and Art Festival 4/10/22	Paid by EFT # 46364		05/03/2022	05/03/2022	05/13/2022		05/13/2022	506.00
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$506.00
Program <b>186500 - Community Events</b> Totals								Invoice Transactions	1	\$506.00
Program <b>186502 - Community Events-Gardens</b>										
Account <b>52420 - Other Supplies</b>										
409 - Black Lumber Co. INC	504555	18-bundle of stakes	Paid by EFT # 46357		05/03/2022	05/03/2022	05/13/2022		05/13/2022	27.98
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$27.98
Program <b>186502 - Community Events-Gardens</b> Totals								Invoice Transactions	1	\$27.98
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>52210 - Institutional Supplies</b>										
5819 - Synchrony Bank	497659334774	18-Amazon Thermometer/instant ice packs/Band-aids WIN/OLC	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	46.55
Account <b>52210 - Institutional Supplies</b> Totals								Invoice Transactions	1	\$46.55
Account <b>52220 - Agricultural Supplies</b>										
4383 - Advanced Turf Solutions, INC	SO996230.2	18 -TLSP Grass Seed for Tree Islands (removed)	Paid by EFT # 46339		05/03/2022	05/03/2022	05/13/2022		05/13/2022	601.00
Account <b>52220 - Agricultural Supplies</b> Totals								Invoice Transactions	1	\$601.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>52310 - Building Materials and Supplies</b>										
409 - Black Lumber Co. INC	503894	18- TLSP materials for railing sports	Paid by EFT # 46357		05/03/2022	05/03/2022	05/13/2022		05/13/2022	57.33
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 1	\$57.33
Account <b>52420 - Other Supplies</b>										
5981 - Airgas, INC (Airgas USA LLC)	9986999081	18-394 N Kinser Pike-5 year cylinder lease- 4/1/22-3/31/27	Paid by Check # 75640		05/03/2022	05/03/2022	05/13/2022		05/13/2022	365.00
50594 - Barry Company, INC	026969	18 - Slotted Roll Pipe	Paid by EFT # 46350		05/03/2022	05/03/2022	05/13/2022		05/13/2022	219.99
394 - Kleindorfer Hardware & Variety	711319	18- TLSP safety glasses and weed eater line	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	54.46
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 3	\$639.45
Account <b>53630 - Machinery and Equipment Repairs</b>										
3594 - Steve G Wright (Steve's Welding)	558637	18 -TLSP welding repairs to Sandpro- 4/10/22	Paid by Check # 75645		05/03/2022	05/03/2022	05/13/2022		05/13/2022	392.00
Account <b>53630 - Machinery and Equipment Repairs</b> Totals									Invoice Transactions 1	\$392.00
Program <b>187001 - Adult Sports-Softball</b> Totals									Invoice Transactions 7	\$1,736.33
Program <b>187202 - Youth Sports-Winslow</b>										
Account <b>52210 - Institutional Supplies</b>										
5819 - Synchrony Bank	497659334774	18-Amazon Thermometer/instant ice packs/Band-aids WIN/OLC	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	112.99
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 1	\$112.99
Account <b>52220 - Agricultural Supplies</b>										
4383 - Advanced Turf Solutions, INC	SO1002609	18- Winslow- Fertilizer and Grass Seed	Paid by EFT # 46339		05/03/2022	05/03/2022	05/13/2022		05/13/2022	2,070.50
Account <b>52220 - Agricultural Supplies</b> Totals									Invoice Transactions 1	\$2,070.50
Account <b>52340 - Other Repairs and Maintenance</b>										
294 - All-Phase Electric Supply, INC	0740-1008352	18- Winslow Flood Lights for Senior Side	Paid by EFT # 46341		05/03/2022	05/03/2022	05/13/2022		05/13/2022	174.68
539 - Price Electric, INC	35441	18- Winslow Disconnected Security Light on Sr. Side from Breaker	Paid by EFT # 46476		05/03/2022	05/03/2022	05/13/2022		05/13/2022	100.00
Account <b>52340 - Other Repairs and Maintenance</b> Totals									Invoice Transactions 2	\$274.68



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<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187202 - Youth Sports-Winslow</b>										
Account <b>52430 - Uniforms and Tools</b>										
798 - Winters Associates Promotional Products, INC	114208	18- Winslow Hoodies/Sweatshirts for staff	Paid by EFT # 46531		05/03/2022	05/03/2022	05/13/2022		05/13/2022	119.36
								Account <b>52430 - Uniforms and Tools</b> Totals	Invoice Transactions 1	<u>\$119.36</u>
								Program <b>187202 - Youth Sports-Winslow</b> Totals	Invoice Transactions 5	<u>\$2,577.53</u>
Program <b>187500 - Banneker</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	8329	18- BBCC Trash Bags	Paid by Check # 75642		05/03/2022	05/03/2022	05/13/2022		05/13/2022	26.92
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>\$26.92</u>
Account <b>52430 - Uniforms and Tools</b>										
11693 - The Award Center, INC	61014	18- Staff Name Tags	Paid by EFT # 46506		05/03/2022	05/03/2022	05/13/2022		05/13/2022	28.00
								Account <b>52430 - Uniforms and Tools</b> Totals	Invoice Transactions 1	<u>\$28.00</u>
								Program <b>187500 - Banneker</b> Totals	Invoice Transactions 2	<u>\$54.92</u>
Program <b>189000 - Operations</b>										
Account <b>52210 - Institutional Supplies</b>										
9269 - Ferguson Facilities Supply, HP Products #3400	0440064-1	18-Wipes	Paid by EFT # 46394		05/03/2022	05/03/2022	05/13/2022		05/13/2022	352.80
9269 - Ferguson Facilities Supply, HP Products #3400	0437803-2	18-grab & reach tools (18)	Paid by EFT # 46394		05/03/2022	05/03/2022	05/13/2022		05/13/2022	312.66
9269 - Ferguson Facilities Supply, HP Products #3400	0440064-2	18-tissue dispensers	Paid by EFT # 46394		05/03/2022	05/03/2022	05/13/2022		05/13/2022	144.00
9269 - Ferguson Facilities Supply, HP Products #3400	0440064-3	18-tissue dispenser	Paid by EFT # 46394		05/03/2022	05/03/2022	05/13/2022		05/13/2022	48.00
394 - Kleindorfer Hardware & Variety	711464	18-dust pan, mop head refill, bbq spray paint, striping paint	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	72.43
5819 - Synchrony Bank	579354556854	18- Amazon Digital Electronic Level OPS	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	29.97
8875 - The Hoosier Company, INC	14103	18-(1) 5-gal bucket Elephant Snot (graffiti removal product)	Paid by EFT # 46508		05/03/2022	05/03/2022	05/13/2022		05/13/2022	430.00
								Account <b>52210 - Institutional Supplies</b> Totals	Invoice Transactions 7	<u>\$1,389.86</u>
Account <b>52220 - Agricultural Supplies</b>										
51891 - Forest Commodities, INC	22042704	18-Engineered wood fiber (playground surfacing)	Paid by EFT # 46397		05/03/2022	05/03/2022	05/13/2022		05/13/2022	1,950.00
								Account <b>52220 - Agricultural Supplies</b> Totals	Invoice Transactions 1	<u>\$1,950.00</u>



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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>52230 - Garage and Motor Supplies</b>										
394 - Kleindorfer Hardware & Variety	712814	18-2 boxes distilled water for forklift	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	19.38
394 - Kleindorfer Hardware & Variety	712990	18-materials for servicing Forklift	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	61.83
394 - Kleindorfer Hardware & Variety	713021	18-air chuck, plug-male for the shop to air up tires	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	9.88
394 - Kleindorfer Hardware & Variety	711373	18-oil dry	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	30.98
476 - Southern Indiana Parts, INC (Napa Auto Parts)	437636	18-spark plugs	Paid by EFT # 46496		05/03/2022	05/03/2022	05/13/2022		05/13/2022	12.27
Account <b>52230 - Garage and Motor Supplies</b> Totals									Invoice Transactions 5	<b>\$134.34</b>
Account <b>52310 - Building Materials and Supplies</b>										
334 - Irving Materials, INC	11133875	18-WH&B drinking fountain installation	Paid by EFT # 46426		05/03/2022	05/03/2022	05/13/2022		05/13/2022	401.00
394 - Kleindorfer Hardware & Variety	711252	18-stud finders, screws, anchors	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	22.89
365 - Rogers Group, INC	0713010057	18-stone for Bryan Park Culvert-#53 stone 3 cy-4/22/22	Paid by EFT # 46486		05/03/2022	05/03/2022	05/13/2022		05/13/2022	66.00
365 - Rogers Group, INC	0713010058	18-stone for Bryan Park Culvert-#53 stone 2 cy-4/21/22	Paid by EFT # 46486		05/03/2022	05/03/2022	05/13/2022		05/13/2022	44.00
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 4	<b>\$533.89</b>
Account <b>52340 - Other Repairs and Maintenance</b>										
5415 - Allied Wholesale Electrical Supply, LLC	5716838	18-toilet for Butler Park bathroom	Paid by EFT # 46342		05/03/2022	05/03/2022	05/13/2022		05/13/2022	172.73
5415 - Allied Wholesale Electrical Supply, LLC	5714947	18-piping for irrigation at SUP & WHB Park	Paid by EFT # 46342		05/03/2022	05/03/2022	05/13/2022		05/13/2022	570.56
394 - Kleindorfer Hardware & Variety	715369	18-supplies to install drinking fountain at WH&B Park	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	70.10
394 - Kleindorfer Hardware & Variety	713424	18-house/deck wash, hose two way, pressure washer hose	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	133.47
394 - Kleindorfer Hardware & Variety	713431	18-1 case stripe paint	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	61.49
394 - Kleindorfer Hardware & Variety	711464	18-dust pan, mop head refill, bbq spray paint, striping paint	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	362.45
6262 - Koenig Equipment, INC	P30245	18-blade for John Deer at Cascades	Paid by EFT # 46436		05/03/2022	05/03/2022	05/13/2022		05/13/2022	72.39





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<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>52340 - Other Repairs and Maintenance</b>										
786 - Richard's Small Engine, INC	463933	18-Parts for Hustlers and Kawasaki mowers	Paid by EFT # 46480		05/03/2022	05/03/2022	05/13/2022		05/13/2022	268.71
786 - Richard's Small Engine, INC	464230	18-3 trimmer replacements	Paid by EFT # 46480		05/03/2022	05/03/2022	05/13/2022		05/13/2022	599.97
4458 - SiteOne Landscape Supply Holding, LLC	118188226-001	18-Misc irrigation parts for SYP & WHB Park	Paid by EFT # 46494		05/03/2022	05/03/2022	05/13/2022		05/13/2022	995.68
476 - Southern Indiana Parts, INC (Napa Auto Parts)	437852	18-spark plug for Echo weed eater	Paid by EFT # 46496		05/03/2022	05/03/2022	05/13/2022		05/13/2022	7.52
4443 - The Sherwin Williams Company	3199-0	18-Paint & paint supplies for various locations	Paid by EFT # 46510		05/03/2022	05/03/2022	05/13/2022		05/13/2022	905.30
Account <b>52340 - Other Repairs and Maintenance</b> Totals									Invoice Transactions 12	\$4,220.37
Account <b>52420 - Other Supplies</b>										
4680 - Central Indiana Hardware Co., INC	7298565	18-(2) BEST padlocks & (5) AA8 keys	Paid by EFT # 46369		05/03/2022	05/03/2022	05/13/2022		05/13/2022	224.93
394 - Kleindorfer Hardware & Variety	713410	18-poly sling strap to replace torn one	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	37.99
394 - Kleindorfer Hardware & Variety	712660	18-padlock for RCA bollard on trail	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	15.19
394 - Kleindorfer Hardware & Variety	713389	18-mouse traps, keys made	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	5.69
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-54820	18-(10) 2-sided yard signs NO FIREWORKS & (10) heavy duty stake	Paid by EFT # 46481		05/03/2022	05/03/2022	05/13/2022		05/13/2022	242.12
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 5	\$525.92
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Aramark Uniform & Career Apparel Group, INC	408000028388	18-Uniform & mat cleaning services-4/20/22	Paid by EFT # 46345		05/03/2022	05/03/2022	05/13/2022		05/13/2022	20.35
19171 - Aramark Uniform & Career Apparel Group, INC	408000029594	18-Uniform & mat cleaning services-4/27/22	Paid by EFT # 46345		05/03/2022	05/03/2022	05/13/2022		05/13/2022	81.90
4175 - The Stables Events, LLC (Izzy's Rentals)	15378	18-Cleaning & Pumping of port-a-lets-(8) locations-April 2022	Paid by EFT # 46511		05/03/2022	05/03/2022	05/13/2022		05/13/2022	880.00
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals									Invoice Transactions 3	\$982.25
Account <b>53990 - Other Services and Charges</b>										
6330 - Marshall Security LLC	2278	18-Security Services B-Line 4/1/22 - 4/15/22	Paid by EFT # 46452		05/03/2022	05/03/2022	05/13/2022		05/13/2022	3,478.12
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$3,478.12





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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>54310 - Improvements Other Than Building</b>										
19741 - Mader Design, LLC	1491	18-Griffy fishing pier development and design consulting	Paid by EFT # 46450		05/03/2022	05/03/2022	05/13/2022		05/13/2022	2,000.00
Account <b>54310 - Improvements Other Than Building</b> Totals								Invoice Transactions	1	\$2,000.00
Program <b>189000 - Operations</b> Totals								Invoice Transactions	39	\$15,214.75
Program <b>189006 - Switchyard Property</b>										
Account <b>52210 - Institutional Supplies</b>										
51857 - Flex-Pac, INC	I318818	18- SYP Institutional Supplies-toilet tissues, cleaner, trash ba	Paid by Check # 75625		05/03/2022	05/03/2022	05/13/2022		05/13/2022	652.88
Account <b>52210 - Institutional Supplies</b> Totals								Invoice Transactions	1	\$652.88
Account <b>52310 - Building Materials and Supplies</b>										
6582 - Central Supply Company, INC	S100696411.001	18 -SYP Replacement Brass Outlet Cover Plates	Paid by EFT # 46371		05/03/2022	05/03/2022	05/13/2022		05/13/2022	135.94
1537 - Indiana Door & Hardware Specialties, INC	8068AA	18 -SYP Spray Pad Restroom Doors Hardware-covers, door stop	Paid by Check # 75626		05/03/2022	05/03/2022	05/13/2022		05/13/2022	42.00
5819 - Synchrony Bank	433963373839	18- SYP Podium Mic Stand	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	24.95
5819 - Synchrony Bank	864455689944	18- SYP (2) Shure handless cordless microphone	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	455.56
7433 - Jane Trunsky (Crown Products, LLC)	109925	18 SYP Doggy Waste Bags	Paid by EFT # 46518		05/03/2022	05/03/2022	05/13/2022		05/13/2022	749.45
Account <b>52310 - Building Materials and Supplies</b> Totals								Invoice Transactions	5	\$1,407.90
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	713031	18 SYP Misc Items-connector, air chuck, key box	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	76.05
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$76.05
Account <b>53610 - Building Repairs</b>										
392 - Koorsen Fire & Security, INC	5601446	18- SYP Koorsen Alarm/Sprinkler Inspection-April 2022	Paid by EFT # 46438		05/03/2022	05/03/2022	05/13/2022		05/13/2022	586.00
Account <b>53610 - Building Repairs</b> Totals								Invoice Transactions	1	\$586.00



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<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189006 - Switchyard Property</b>										
Account <b>53920 - Laundry and Other Sanitation Services</b>										
53657 - Plymate, INC	3089871	18- SYP Vestibule Rug Service 4/20/22	Paid by EFT # 46474		05/03/2022	05/03/2022	05/13/2022		05/13/2022	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	9	\$2,837.16
Program <b>189500 - Landscaping</b>										
Account <b>52220 - Agricultural Supplies</b>										
137 - Good Earth, LLC	20052	18 - LAND hardwood mulch for SYP	Paid by EFT # 46399		05/03/2022	05/03/2022	05/13/2022		05/13/2022	144.00
137 - Good Earth, LLC	20053	18 - LAND hardwood mulch for SYP	Paid by EFT # 46399		05/03/2022	05/03/2022	05/13/2022		05/13/2022	144.00
137 - Good Earth, LLC	20054	18 - LAND hardwood mulch for SYP	Paid by EFT # 46399		05/03/2022	05/03/2022	05/13/2022		05/13/2022	144.00
137 - Good Earth, LLC	20055	18 - LAND hardwood mulch for SYP	Paid by EFT # 46399		05/03/2022	05/03/2022	05/13/2022		05/13/2022	144.00
137 - Good Earth, LLC	20056	18 - LAND hardwood mulch for SYP	Paid by EFT # 46399		05/03/2022	05/03/2022	05/13/2022		05/13/2022	144.00
137 - Good Earth, LLC	20057	18 - LAND hardwood mulch for SYP	Paid by EFT # 46399		05/03/2022	05/03/2022	05/13/2022		05/13/2022	144.00
52948 - Mays Greenhouse, LLC	32257	18-pansies	Paid by EFT # 46453		05/03/2022	05/03/2022	05/13/2022		05/13/2022	24.90
Account <b>52220 - Agricultural Supplies</b> Totals								Invoice Transactions	7	\$888.90
Account <b>52420 - Other Supplies</b>										
4660 - A.M. Leonard, INC	CI22022912	18 - Adopt-A-Greenspace volunteer supplies, soil knife, loppers	Paid by EFT # 46338		05/03/2022	05/03/2022	05/13/2022		05/13/2022	1,204.29
313 - Fastenal Company	INBLM227586	18 - LAND Adopt-A-Greenspace volunteer supplies- 20 trash picker	Paid by EFT # 46393		05/03/2022	05/03/2022	05/13/2022		05/13/2022	360.69
394 - Kleindorfer Hardware & Variety	713202	18-10 - 5 gallon buckets, double sided tape	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	96.66
394 - Kleindorfer Hardware & Variety	711107	18-measuring tape	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	9.19
394 - Kleindorfer Hardware & Variety	714849	18-file, Nicholson file	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	37.98
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	5	\$1,708.81
Program <b>189500 - Landscaping</b> Totals								Invoice Transactions	12	\$2,597.71



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<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189501 - Cemeteries</b>										
Account <b>52340 - Other Repairs and Maintenance</b>										
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290038652	18-(1) back tire for Rose Hill Cemetery Hustler	Paid by EFT # 46355		05/03/2022	05/03/2022	05/13/2022		05/13/2022	164.41
Account <b>52340 - Other Repairs and Maintenance</b> Totals									Invoice Transactions 1	\$164.41
Account <b>52420 - Other Supplies</b>										
4660 - A.M. Leonard, INC	CI22023297	18- CEM 10 3# spools of trimmer line	Paid by EFT # 46338		05/03/2022	05/03/2022	05/13/2022		05/13/2022	313.69
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$313.69
Program <b>189501 - Cemeteries</b> Totals									Invoice Transactions 2	\$478.10
Program <b>189503 - Urban Forestry</b>										
Account <b>52420 - Other Supplies</b>										
409 - Black Lumber Co. INC	504856	18-UF - concrete sealant, foam expansion joint	Paid by EFT # 46357		05/03/2022	05/03/2022	05/13/2022		05/13/2022	40.98
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$40.98
Program <b>189503 - Urban Forestry</b> Totals									Invoice Transactions 1	\$40.98
Department <b>18 - Parks &amp; Recreation</b> Totals									Invoice Transactions 108	\$56,808.15
Fund <b>200 - Parks and Recreation Gen (\$1301)</b> Totals									Invoice Transactions 108	\$56,808.15
<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>										
5760 - Espresso Enterprises, LLC	7261	18 - FSC Coffee Maker Repair	Paid by EFT # 46390		05/03/2022	05/03/2022	05/13/2022		05/13/2022	738.41
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$738.41
Program <b>182501 - Frank Southern Center Concession</b> Totals									Invoice Transactions 1	\$738.41
Program <b>183500 - Golf Services</b>										
Account <b>52330 - Street, Alley, and Sewer Material</b>										
38 - B & B Food Distributors, INC	327499	18 - Cascades - Hotdogs and Styrofoam cups	Paid by EFT # 46348		05/03/2022	05/03/2022	05/13/2022		05/13/2022	595.33
205 - City Of Bloomington	331640	18 - Best Beers	Paid by Check # 75618		05/03/2022	05/03/2022	05/13/2022		05/13/2022	397.90
205 - City Of Bloomington	100101462	18 - Monarch	Paid by Check # 75621		05/03/2022	05/03/2022	05/13/2022		05/13/2022	955.00
8155 - PepsiCo Beverage Sales, LLC	84421155	18 - Cascades Golf Course Bottled Drinks and BIBs-4/20/22	Paid by EFT # 46471		05/03/2022	05/03/2022	05/13/2022		05/13/2022	380.76



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Fund <b>201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>183500 - Golf Services</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
8155 - PepsiCo Beverage Sales, LLC	88861555	18 - Cascades Golf Course Bottle Drinks and BIBs-4/13/22	Paid by EFT # 46471		05/03/2022	05/03/2022	05/13/2022		05/13/2022	1,309.59
8155 - PepsiCo Beverage Sales, LLC	08513857	18 - Cascades Bottle Drinks and BIBs	Paid by EFT # 46471		05/03/2022	05/03/2022	05/13/2022		05/13/2022	380.90
5819 - Synchrony Bank	3562	18 - Snack Bar items-4/26/22	Paid by Check # 75642		05/03/2022	05/03/2022	05/13/2022		05/13/2022	52.16
5819 - Synchrony Bank	2758	18 - Snack Bar items-4/22/22	Paid by Check # 75642		05/03/2022	05/03/2022	05/13/2022		05/13/2022	126.92
5819 - Synchrony Bank	4166	18 - Snack Bar items	Paid by Check # 75642		05/03/2022	05/03/2022	05/13/2022		05/13/2022	10.96
5819 - Synchrony Bank	6908 042822	18 - Snack Bar items	Paid by Check # 75642		05/03/2022	05/03/2022	05/13/2022		05/13/2022	107.33
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals							Invoice Transactions 10		<div></div> \$4,316.85	
Program <b>183500 - Golf Services</b> Totals							Invoice Transactions 10		<div></div> \$4,316.85	
Program <b>183501 - Golf Course - Pro Shop</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4072 - Acushnet Company	913072201	18-Pro Shop Supplies	Paid by Check # 75615		05/03/2022	05/03/2022	05/13/2022		05/13/2022	238.00
4072 - Acushnet Company	913095098	18-Pro Shop Supplies	Paid by Check # 75615		05/03/2022	05/03/2022	05/13/2022		05/13/2022	238.00
4072 - Acushnet Company	913095101	18-Pro Shop Supplies	Paid by Check # 75615		05/03/2022	05/03/2022	05/13/2022		05/13/2022	232.34
8063 - Hanesbrands INC (GFSI LLC)	41908675	18 - Clothing - Pro Shop Supplies	Paid by EFT # 46403		05/03/2022	05/03/2022	05/13/2022		05/13/2022	710.05
3978 - J & M Golf, INC	0648307-IN	18 - Tees and ball markers	Paid by EFT # 46428		05/03/2022	05/03/2022	05/13/2022		05/13/2022	1,003.81
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals							Invoice Transactions 5		<div></div> \$2,422.20	
Program <b>183501 - Golf Course - Pro Shop</b> Totals							Invoice Transactions 5		<div></div> \$2,422.20	
Program <b>184501 - Youth Services-Kid City Camps</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	588757347446	18- Amazon Paper Plates/Floor Sweeper AJB	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	119.97
5819 - Synchrony Bank	783766787639	18- Amazon Bissell vacuum for AJB	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	175.09
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 2		<div></div> \$295.06	
Program <b>184501 - Youth Services-Kid City Camps</b> Totals							Invoice Transactions 2		<div></div> \$295.06	



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Fund <b>201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>184502 - Youth Expo- Childrens Expo</b>										
Account <b>53990 - Other Services and Charges</b>										
4388 - Hall's Laundries, INC (17th Coin Laundry)	2116	18 - Table Linen Laundering (115lbs of laundry)	Paid by EFT # 46402		05/03/2022	05/03/2022	05/13/2022		05/13/2022	70.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 1			\$70.00
Program <b>184502 - Youth Expo- Childrens Expo</b> Totals							Invoice Transactions 1			\$70.00
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	944374677695	18-Amazon Tire Inflator/Commercial Griddle TLSP/TLRC	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	65.98
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 1			\$65.98
Account <b>53610 - Building Repairs</b>										
53657 - Plymate, INC	3091424	18-TLRC mat service-4/27/22	Paid by EFT # 46474		05/03/2022	05/03/2022	05/13/2022		05/13/2022	81.62
Account <b>53610 - Building Repairs</b> Totals							Invoice Transactions 1			\$81.62
Account <b>53650 - Other Repairs</b>										
392 - Koorsen Fire & Security, INC	5599842	18 - TLRC Backflow Test & Inspections-April 2022	Paid by EFT # 46438		05/03/2022	05/03/2022	05/13/2022		05/13/2022	206.85
Account <b>53650 - Other Repairs</b> Totals							Invoice Transactions 1			\$206.85
Account <b>53910 - Dues and Subscriptions</b>										
454 - DirecTV, LLC	075619410X220422	18-Satellite Service for TLRC-4/21-6/20/22	Paid by Check # 75606		05/02/2022	05/02/2022	05/02/2022		05/02/2022	228.98
Account <b>53910 - Dues and Subscriptions</b> Totals							Invoice Transactions 1			\$228.98
Program <b>185000 - Twin Lakes Recreation Center</b> Totals							Invoice Transactions 4			\$583.43
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
6161 - Morgan Ashley Banks	042922	18-TLRC Fitness Specialist	Paid by EFT # 46349		05/03/2022	05/03/2022	05/13/2022		05/13/2022	187.50
7276 - Kaitlyn Clementi	042822	18-TLRC Fitness Specialist	Paid by EFT # 46377		05/03/2022	05/03/2022	05/13/2022		05/13/2022	210.00
7978 - Elizabeth Lee	042022	18-TLRC Fitness Specialist	Paid by EFT # 46444		05/03/2022	05/03/2022	05/13/2022		05/13/2022	62.50
7086 - Rivkah L Moore	042222	18-TLRC Fitness Specialist	Paid by EFT # 46464		05/03/2022	05/03/2022	05/13/2022		05/13/2022	218.75
5007 - Emeline P O'Connor	042122	18-TLRC Fitness Specialist	Paid by EFT # 46466		05/03/2022	05/03/2022	05/13/2022		05/13/2022	93.75
1973 - Megan M Stark	042922	18-TLRC Fitness Specialist	Paid by EFT # 46500		05/03/2022	05/03/2022	05/13/2022		05/13/2022	390.00
7440 - William Tuttle	042322	18-TLRC Fitness Specialist	Paid by EFT # 46519		05/03/2022	05/03/2022	05/13/2022		05/13/2022	168.75



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
7440 - William Tuttle	042922	18-TLRC Fitness Specialist	Paid by EFT # 46519		05/03/2022	05/03/2022	05/13/2022		05/13/2022	210.00
Account <b>53940 - Temporary Contractual Employee</b> Totals								Invoice Transactions	8	\$1,541.25
Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals								Invoice Transactions	8	\$1,541.25
Program <b>185006 - TLRC-Concessions</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
8155 - PepsiCo Beverage Sales, LLC	30998156	18 - TLRC Concessions Products-4/20/22	Paid by EFT # 46471		05/03/2022	05/03/2022	05/13/2022		05/13/2022	975.40
8155 - PepsiCo Beverage Sales, LLC	82367109	18-TLRC Concessions Products-4/13/22	Paid by EFT # 46471		05/03/2022	05/03/2022	05/13/2022		05/13/2022	904.36
8155 - PepsiCo Beverage Sales, LLC	27420556	18 - TLRC Concessions Products to Sell-4/29/22	Paid by EFT # 46471		05/03/2022	05/03/2022	05/13/2022		05/13/2022	527.23
5819 - Synchrony Bank	0033	18 - TLRC Concession Items-4/22/22	Paid by Check # 75642		05/03/2022	05/03/2022	05/13/2022		05/13/2022	550.76
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals								Invoice Transactions	4	\$2,957.75
Program <b>185006 - TLRC-Concessions</b> Totals								Invoice Transactions	4	\$2,957.75
Program <b>186500 - Community Events</b>										
Account <b>53990 - Other Services and Charges</b>										
4388 - Hall's Laundries, INC (17th Coin Laundry)	2116	18 - Table Linen Laundering (115lbs of laundry)	Paid by EFT # 46402		05/03/2022	05/03/2022	05/13/2022		05/13/2022	45.00
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$45.00
Program <b>186500 - Community Events</b> Totals								Invoice Transactions	1	\$45.00
Program <b>186502 - Community Events-Gardens</b>										
Account <b>52420 - Other Supplies</b>										
4660 - A.M. Leonard, INC	C122024330	18-soil knife pruner combo for gardens	Paid by EFT # 46338		05/03/2022	05/03/2022	05/13/2022		05/13/2022	156.17
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$156.17
Account <b>53940 - Temporary Contractual Employee</b>										
199 - Monroe County Government	4/27/2022	18-Garden Class Instruction	Paid by Check # 75633		05/03/2022	05/03/2022	05/13/2022		05/13/2022	20.00
Account <b>53940 - Temporary Contractual Employee</b> Totals								Invoice Transactions	1	\$20.00
Program <b>186502 - Community Events-Gardens</b> Totals								Invoice Transactions	2	\$176.17
Program <b>186503 - Community Events-Farmers' Market</b>										
Account <b>47230 - Gift Certificate</b>										
52276 - Hunter's Honey Farm	2776	18-Market Bucks and Gift Certificates	Paid by EFT # 46414		05/03/2022	05/03/2022	05/13/2022		05/13/2022	40.00



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>186503 - Community Events-Farmers' Market</b>										
Account <b>47230 - Gift Certificate</b>										
5200 - Chester L Lehman (Olde Lane Orchard)	2770	18-Market Bucks and Gift Certificates	Paid by EFT # 46445		05/03/2022	05/03/2022	05/13/2022		05/13/2022	60.00
5200 - Chester L Lehman (Olde Lane Orchard)	2771	18-Gift Certificates	Paid by EFT # 46445		05/03/2022	05/03/2022	05/13/2022		05/13/2022	5.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2772	18-Market Bucks and Gift Certificates	Paid by EFT # 46491		05/03/2022	05/03/2022	05/13/2022		05/13/2022	40.00
5673 - Stephen Stoll	2774	18-Market Bucks and Gift Certificates	Paid by EFT # 46502		05/03/2022	05/03/2022	05/13/2022		05/13/2022	10.00
6623 - Twilight Dairy, LLC	2777	18-Market Bucks and Gift Certificates	Paid by EFT # 46520		05/03/2022	05/03/2022	05/13/2022		05/13/2022	80.00
Account <b>47230 - Gift Certificate</b> Totals									Invoice Transactions 6	\$235.00
Account <b>47240 - EBT Market Bucks</b>										
52276 - Hunter's Honey Farm	2776	18-Market Bucks and Gift Certificates	Paid by EFT # 46414		05/03/2022	05/03/2022	05/13/2022		05/13/2022	153.00
5200 - Chester L Lehman (Olde Lane Orchard)	2770	18-Market Bucks and Gift Certificates	Paid by EFT # 46445		05/03/2022	05/03/2022	05/13/2022		05/13/2022	3.00
12430 - Luke Rhodes	2769	18-Market Bucks	Paid by EFT # 46479		05/03/2022	05/03/2022	05/13/2022		05/13/2022	150.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2772	18-Market Bucks and Gift Certificates	Paid by EFT # 46491		05/03/2022	05/03/2022	05/13/2022		05/13/2022	18.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2775	18-Market Bucks	Paid by EFT # 46491		05/03/2022	05/03/2022	05/13/2022		05/13/2022	33.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2773	18-Market Bucks	Paid by EFT # 46493		05/03/2022	05/03/2022	05/13/2022		05/13/2022	39.00
5673 - Stephen Stoll	2774	18-Market Bucks and Gift Certificates	Paid by EFT # 46502		05/03/2022	05/03/2022	05/13/2022		05/13/2022	60.00
6623 - Twilight Dairy, LLC	2777	18-Market Bucks and Gift Certificates	Paid by EFT # 46520		05/03/2022	05/03/2022	05/13/2022		05/13/2022	78.00
Account <b>47240 - EBT Market Bucks</b> Totals									Invoice Transactions 8	\$534.00
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	715057	18 - FM Parking Lot Striping Supplies-sticks, stencils, hose spl	Paid by EFT # 46435		05/03/2022	05/03/2022	05/13/2022		05/13/2022	77.45
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$77.45
Account <b>52430 - Uniforms and Tools</b>										
11693 - The Award Center, INC	61014	18- Staff Name Tags	Paid by EFT # 46506		05/03/2022	05/03/2022	05/13/2022		05/13/2022	56.00
Account <b>52430 - Uniforms and Tools</b> Totals									Invoice Transactions 1	\$56.00
Program <b>186503 - Community Events-Farmers' Market</b> Totals									Invoice Transactions 16	\$902.45





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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>53910 - Dues and Subscriptions</b>										
822 - Indiana Amateur Softball Association, INC	2021021027	18- TLSP Spring Classic TUSA User Fee, Sanction/League/Team Fees	Paid by EFT # 46416		05/03/2022	05/03/2022	05/13/2022		05/13/2022	1,612.00
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 1	\$1,612.00
Account <b>53940 - Temporary Contractual Employee</b>										
5562 - Edwin J Briggeman	043022	18- TLSP Spring Classic Tournament Umpire- Briggeman	Paid by EFT # 46362		05/03/2022	05/03/2022	05/13/2022		05/13/2022	190.00
20105 - Brandon B Chambers	042422	18-TLSP Umpire	Paid by EFT # 46372		05/03/2022	05/03/2022	05/13/2022		05/13/2022	200.00
17565 - Michael B Hicks (Contractual)	042422	18-TLSP Umpire	Paid by EFT # 46408		05/03/2022	05/03/2022	05/13/2022		05/13/2022	240.00
5224 - Michael L LaGrave	043022	18- TLSP Spring Classic Tournament Umpire- LaGrave	Paid by EFT # 46440		05/03/2022	05/03/2022	05/13/2022		05/13/2022	210.00
7758 - Timothy R Louis	041922	18-TLSP Umpire	Paid by EFT # 46448		05/03/2022	05/03/2022	05/13/2022		05/13/2022	160.00
557 - Vicki Lynn Minder	042022	18-TLSP Umpire	Paid by EFT # 46460		05/03/2022	05/03/2022	05/13/2022		05/13/2022	120.00
7410 - Michelle Riester	043022	18- TLSP Spring Classic Tournament Umpire- Riester	Paid by EFT # 46484		05/03/2022	05/03/2022	05/13/2022		05/13/2022	235.00
Account <b>53940 - Temporary Contractual Employee</b> Totals									Invoice Transactions 7	\$1,355.00
Account <b>53990 - Other Services and Charges</b>										
5819 - Synchrony Bank	1577	18- TLSP Spring Classic Umpire Snacks- Chips,Apples,Granola Bar	Paid by Check # 75642		05/03/2022	05/03/2022	05/13/2022		05/13/2022	37.54
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$37.54
Program <b>187001 - Adult Sports-Softball</b> Totals									Invoice Transactions 9	\$3,004.54
Program <b>187006 - Adult Sports-Concessions</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
8155 - PepsiCo Beverage Sales, LLC	27420557	18 - TLSP Concessions Products to Sell- 4/29/22	Paid by EFT # 46471		05/03/2022	05/03/2022	05/13/2022		05/13/2022	741.20
5819 - Synchrony Bank	8867	18 - TLSP Concessions Products to Sell- 4/29/22	Paid by Check # 75642		05/03/2022	05/03/2022	05/13/2022		05/13/2022	103.84
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals									Invoice Transactions 2	\$845.04





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<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>52420 - Other Supplies</b>										
5819 - Synchrony Bank	944374677695	18-Amazon Tire Inflator/Commercial Griddle TLSP/TLRC	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	195.99
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>\$195.99</u>
								Program <b>187006 - Adult Sports-Concessions</b> Totals	Invoice Transactions 3	<u>\$1,041.03</u>
Program <b>189000 - Operations</b>										
Account <b>52340 - Other Repairs and Maintenance</b>										
5819 - Synchrony Bank	474445647989	18- Bubbler Cartridge OPS	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	266.40
								Account <b>52340 - Other Repairs and Maintenance</b> Totals	Invoice Transactions 1	<u>\$266.40</u>
Account <b>53990 - Other Services and Charges</b>										
19741 - Mader Design, LLC	1492	18- Rogers Family Park Design - LA Design	Paid by EFT # 46450		05/03/2022	05/03/2022	05/13/2022		05/13/2022	1,000.00
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	<u>\$1,000.00</u>
								Program <b>189000 - Operations</b> Totals	Invoice Transactions 2	<u>\$1,266.40</u>
Program <b>G17014 - Youth &amp; Adolescent Physical Actv</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	477959734898	18- Towels H&W All kids swim	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	598.44
5819 - Synchrony Bank	593596656773	18-Amazon Goggles/swim cap H&W all kids swim	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	585.58
5819 - Synchrony Bank	797685496896	18- Amazon Backpacks H&W All kids swim	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	507.00
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 3	<u>\$1,691.02</u>
								Program <b>G17014 - Youth &amp; Adolescent Physical Actv</b> Totals	Invoice Transactions 3	<u>\$1,691.02</u>
Program <b>G20010 - 2020 NRPA Nutrition Hub</b>										
Account <b>52420 - Other Supplies</b>										
6980 - Lauren E McCalister	006	18-Raised Garden Bends Bancker	Paid by EFT # 46454		05/03/2022	05/03/2022	05/13/2022		05/13/2022	1,755.00
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>\$1,755.00</u>
								Program <b>G20010 - 2020 NRPA Nutrition Hub</b> Totals	Invoice Transactions 1	<u>\$1,755.00</u>
Program <b>G21011 - 2021 Griffy Nature Days</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	744974936578	18- Amazon Small Clipboard Griffy	Paid by EFT # 46503		05/03/2022	05/03/2022	05/13/2022		05/13/2022	59.97
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>\$59.97</u>



# Board of Park Commissioners Claim Register

Invoice Date Range 04/30/22 - 05/13/22

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>G21011 - 2021 Griffy Nature Days</b>										
Account <b>53990 - Other Services and Charges</b>										
234 - Monroe County Community School Corporation	04202022	18-Griffy Lake Nature Day Bus Transportation 2021-2022	Paid by Check # 75632		05/03/2022	05/03/2022	05/13/2022		05/13/2022	3,909.27
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$3,909.27
Program <b>G21011 - 2021 Griffy Nature Days</b> Totals							Invoice Transactions	2		\$3,969.24
Program <b>G21015 - 2021-2024 Leonard Sp Nature Days</b>										
Account <b>53990 - Other Services and Charges</b>										
234 - Monroe County Community School Corporation	04192022	18-Leonard Springs Nature Day Bus Transportation 2021-2022	Paid by Check # 75632		05/03/2022	05/03/2022	05/13/2022		05/13/2022	3,690.08
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$3,690.08
Program <b>G21015 - 2021-2024 Leonard Sp Nature Days</b> Totals							Invoice Transactions	1		\$3,690.08
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	75		\$30,465.88
Fund <b>201 - Parks and Rec Non Reverting</b> Totals							Invoice Transactions	75		\$30,465.88
Fund <b>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>										
365 - Rogers Group, INC	0713010056	18-15 cys #11 stone for subsurface of WH&B Prk Plygrd	Paid by EFT # 46486		05/03/2022	05/03/2022	05/13/2022		05/13/2022	330.00
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	1		\$330.00
Program <b>18016C - 2016 C BP GN OP PP SO 3rd WinSP</b> Totals							Invoice Transactions	1		\$330.00
Department <b>18 - Parks &amp; Recreation</b> Totals							Invoice Transactions	1		\$330.00
Fund <b>977 - Parks 2016 GO Bond Proceeds</b> Totals							Invoice Transactions	1		\$330.00
Grand Totals							Invoice Transactions	185		\$97,235.91

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
05/13/22	Claims				\$97,235.91
					<u>\$97,235.91</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 \$97,235.91 4/29/2022

Dated this 9<sup>th</sup> day of May year of 20 22.

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

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 Cheryl Milliland

## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/20/2022	Payroll				174,610.12
					<u>174,610.12</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 \$ 174,610.12

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 \_\_\_\_\_

CITY OF BLOOMINGTON

# Journal Fund Summary

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
Parks - Parks & Recreation	2022-00006150	BA	GL	05/10/2022	TLRC NR Budget Adjustment			
		G/L Date	Description	Increase Amount	Decrease Amount	Balance Sheet	Revenues	Expenses
	05/10/2022	201	Parks and Rec Non Reverting	1,000.00	0.00	0.00	0.00	1,000.00
				Journal 2022-00006150 Totals:	\$1,000.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$1,000.00

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2021	2021	2021	2021	2022	2022	2022	
April	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>April</u>	<u>to date</u>	<u>Budget</u>	<u>April</u>	<u>to date</u>	<u>change</u>
<b>General Fund</b>								
Administration	717,168	759,357	433,401	57.07%	813,903	425,190	52.24%	-1.89%
Health & Wellness	86,927	85,291	29,442	34.52%	94,977	13,272	13.97%	-54.92%
Community Relations	498,198	425,810	115,093	27.03%	510,923	70,936	22.53%	-38.37%
Aquatics	293,257	346,262	14,234	4.11%	424,371	56,743	13.37%	298.65%
Frank Southern Center	369,516	298,585	95,841	32.10%	387,393	146,328	37.77%	52.68%
Golf Services	720,425	720,027	165,674	23.01%	833,792	238,153	28.56%	43.75%
Natural Resources	390,401	354,656	78,359	22.09%	420,230	69,864	16.63%	-10.84%
Youth Programs	73,773	70,670	25,062	35.46%	77,162	19,950	25.85%	-20.40%
TLRC	278,629	277,365	94,931	34.23%	305,962	84,736	27.69%	-10.74%
Community Events	418,379	399,752	133,639	33.43%	576,608	130,489	22.63%	-2.36%
Adult Sports	244,078	246,990	62,180	25.18%	325,324	57,198	17.58%	-8.01%
Youth Sports	231,548	283,170	65,009	22.96%	310,858	59,074	19.00%	-9.13%
BBCC	419,321	340,689	110,756	32.51%	434,110	70,933	16.34%	-35.96%
Inclusive Recreation	89,535	75,170	19,335	25.72%	92,832	20,551	22.14%	6.29%
Operations	1,865,916	1,750,670	477,197	27.26%	1,757,328	450,850	25.66%	-5.52%
Switchyard Property	410,662	423,326	83,895	19.82%	676,749	99,875	14.76%	19.05%
Landscaping	654,879	571,940	142,744	24.96%	886,913	154,033	17.37%	7.91%
Cemeteries	214,404	194,503	57,609	29.62%	398,487	53,297	13.37%	-7.48%
Urban Forestry	501,313	394,933	121,077	30.66%	530,277	112,716	21.26%	-6.91%
Recover Forward	0	0		0.00%	0	0	0.00%	0.00%
<b>General Fund total:</b>	<b>8,478,330</b>	<b>8,019,168</b>	<b>2,325,478</b>	<b>29.00%</b>	<b>9,858,200</b>	<b>2,334,186</b>	23.68%	0.37%
<b>Non-Reverting Fund</b>								
Administration	18,550	7,167	2,474	34.53%	12,800	552	4.31%	-77.69%
Health & Wellness	2,450	4,789	440	9.19%	4,005	9	0.23%	0.00%
Community Relations	5,350	720	463	64.32%	5,350	0	0.00%	0.00%
Aquatics	55,544	37,873	1,696	4.48%	57,518	2,108	3.67%	24.35%
Frank Southern Center	87,669	42,037	10,188	24.23%	88,282	26,379	29.88%	158.94%
Golf Services	126,758	147,617	51,965	35.20%	136,759	39,037	28.54%	-24.88%
Natural Resources	70,610	24,037	31,007	128.99%	81,710	31,210	38.20%	0.66%
Youth Programs	214,782	121,851	5,353	4.39%	69,137	7,719	11.16%	44.20%
*TLRC - day to day	633,489	468,075	118,746	25.37%	555,814	174,830	31.45%	47.23%
Community Events	216,119	163,645	25,772	15.75%	226,836	21,956	9.68%	-14.81%
Adult Sports	135,504	82,919	8,313	10.03%	78,515	10,675	13.60%	28.42%
Youth Sports	9,578	8,563	2,912	34.01%	9,791	2,614	26.70%	-10.21%
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	17,974	21.45%	141,758	18,106	12.77%	0.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,672	24,964	15,154	60.71%	27,558	2,119	7.69%	-86.02%
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	280	12.09%	12,650	125	0.99%	0.00%
<b>N-R Fund subtotal:</b>	<b>1,659,093</b>	<b>1,227,117</b>	<b>292,737</b>	23.86%	<b>1,511,043</b>	<b>337,440</b>	22.33%	15.27%
TLRC - bond	474,100	474,013	236,306	49.85%	474,212	239,006	50.40%	0.00%
<b>N-R Fund total:</b>	<b>2,133,193</b>	<b>1,701,129</b>	<b>529,044</b>	31.10%	<b>1,985,255</b>	<b>576,446</b>	29.04%	8.96%
<b>Other Misc Funds</b>								

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	1,806					
20-21 MCCSC 21st Com Learn		16,065	9,530					
2021 MCCSC 21st Grant		8,162				13,689		
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				0		
Wapehani I-69 Mitigation								
Leonard Springs Nature		3,806						
Banneker Nature Day		3,109				0		
NRPA Nutrition Hub		19,692				0		
Kaboom Play								
Youth & Adolescent Phy Act		8,004				0		
Goat Farm								
Giffy LARE		5,499	2,800					
Deer Cull		25,000						
Banneker ROI		13,979	12,033					
<b>Other Misc Funds total:</b>	<b>11,115</b>	<b>120,627</b>	<b>26,169</b>	<b>21.69%</b>	<b>0</b>	<b>13,689</b>		
<b>TOTAL ALL FUNDS</b>	<b>10,622,638</b>	<b>9,537,723</b>	<b>2,880,690</b>	<b>30.20%</b>	<b>11,843,455</b>	<b>2,924,321</b>	<b>24.69%</b>	<b>1.51%</b>

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues April 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	April	to date	for year	April	to date	change
<b>General Fund</b>								
Taxes/Misc Revenue	6,540,158	7,742,919		0.00%	6,542,219		0.00%	<b>0.00%</b>
Administration	500	388	98	25.34%	500	30	6.00%	<b>-69.52%</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	10,734	10.21%	213,000	116,224	54.57%	<b>982.77%</b>
Golf Services	572,000	854,919	200,317	23.43%	699,000	161,900	23.16%	<b>-19.18%</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	390	1.27%	13,500	5,915	43.81%	<b>1416.67%</b>
Adult Sports	48,500	30,600	15,635	51.09%	16,000	13,985	87.41%	<b>0.00%</b>
Youth Sports	39,800	32,909	-163	-0.50%	25,500	2,326	9.12%	<b>-1523.21%</b>
BBCC	15,000	15,789	8,780	55.61%	15,000	1,371	9.14%	<b>-84.38%</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	9,825	23.55%	35,000	12,775	36.50%	<b>30.03%</b>
Urban Forestry	0	75	0	0.00%	0		0.00%	<b>0.00%</b>
Recover Forward	0	0	0	0.00%	0		0.00%	<b>0.00%</b>
<b>Subtotal Program Rev</b>	<b>1,118,550</b>	<b>1,255,585</b>	<b>245,616</b>	<b>19.56%</b>	<b>1,198,500</b>	<b>314,526</b>	<b>26.24%</b>	<b>28.06%</b>
<b>General Fund Total</b>	<b>7,658,708</b>	<b>8,998,503</b>	<b>245,616</b>	<b>2.73%</b>	<b>7,740,719</b>	<b>314,526</b>	<b>4.06%</b>	<b>28.06%</b>
<b>Non-Reverting Fund</b>								
Administration	35,600	22,699	2,181	9.61%	35,600	15,172	42.62%	<b>595.52%</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	2,400	80.00%	<b>0.00%</b>
Aquatics	85,503	84,190	11,604	13.78%	80,000	8,094	10.12%	<b>0.00%</b>
Frank Southern	102,200	54,299	-15,869	-29.23%	91,300	16,240	17.79%	<b>-202.33%</b>
Golf Services	149,300	233,894	46,014	19.67%	163,000	46,547	28.56%	<b>1.16%</b>
Natural Resources	71,400	49,369	4,218	8.54%	71,400	4,232	5.93%	<b>0.33%</b>
Youth Programs	246,740	141,789	74,717	52.70%	163,500	107,789	65.93%	<b>44.26%</b>
*TLRC -Operational	730,428	596,325	141,754	23.77%	599,625	307,721	51.32%	<b>117.08%</b>
Community Events	192,459	130,293	54,022	41.46%	139,740	64,838	46.40%	<b>20.02%</b>
Adult Sports	138,300	94,849	30,610	32.27%	54,500	33,353	61.20%	<b>8.96%</b>
Youth Sports	3,502	7,520	103	1.37%	8,000	431	5.39%	<b>0.00%</b>
BBCC	7,600	9,571	4,323	45.16%	7,600	2,301	30.27%	<b>-46.77%</b>
Operations	68,900	131,747	25,312	19.21%	68,900	42,340	61.45%	<b>67.27%</b>
Dog Park	400	0	0	0.00%	400	0	0.00%	<b>0.00%</b>
Switchyard	31,500	51,346	-6,043	-11.77%	41,500	16,541	39.86%	<b>-373.74%</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	3,600	36.46%	14,600	6,500	44.52%	<b>0.00%</b>
<b>N-R Fund subtotal:</b>	<b>1,881,982</b>	<b>1,625,332</b>	<b>377,285</b>	<b>23.21%</b>	<b>1,549,115</b>	<b>674,955</b>	<b>43.57%</b>	<b>78.90%</b>
<b>Other Misc Funds</b>								



G18-19 MCCSC 21st Cc	30,000							
G19-20 MCCSC 21st Cc	14,210							
G20-21 MCCSC 21st		13,840	4,285					
G21 MCCSC 21st		9,162				5,919		
G14009 Summer Food C	27,864	11,631						
Communit Banneker Bu	45,000							
Kaboom Play Everywhere								
NRPA Nutrition Hub		35,000	35,000			5,000		
Duke Arbor Day						4,050		
Griffy LARE Veg. Mgt		5,499	2,800					
G15008 Leonard Spring		12,245						
G15009 Griffy Nature Days		2,231						
(902) Rose Hill Trust		120	40			30		
Banneker ROI								
Banneker Nature Days		3,109						
Yth & Adolescent Phy A	8,000	8,467						
Nature Days Star								
2019 Deer Cull IN DNR	25,000	25,000	25,000			23,389		
<b>Other Misc Funds total:</b>	<b>150,074</b>	<b>126,305</b>	<b>67,124</b>		<b>0</b>	<b>38,388</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,690,764</b>	<b>10,750,140</b>	<b>690,025</b>	<b>6.42%</b>	<b>9,289,834</b>	<b>1,027,870</b>	<b>11.06%</b>	<b>48.96%</b>

<b>Non-Reverting Cash Balances</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	<b>Beginning</b>	<b>Revenue</b>	<b>Other</b>	<b>Expenses</b>	<b>Expenses</b>	<b>Current Year ONLY</b>	<b>Accumulated</b>
	<b>Balance</b>	<b>as of</b>	<b>Misc.</b>	<b>as of</b>	<b>from</b>	<b>Revenue</b>	<b>Balance</b>
	<b>1/1/2022</b>	<b>4/30/2022</b>	<b>revenue</b>	<b>4/30/2022</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	15,171.66		551.98		<b>14,619.68</b>	293,313.52
Health & Wellness	14,839.13	457.00		9.05		<b>447.95</b>	15,287.08
Community Relations	36,781.63	2,400.00		0.00		<b>2,400.00</b>	39,181.63
Aquatics	358,145.31	8,094.00		2,108.49		<b>5,985.51</b>	364,130.82
Frank Southern Center	157,882.22	16,239.78		26,379.29		<b>(10,139.51)</b>	147,742.71
Golf Course	248,428.81	46,547.44		39,036.69		<b>7,510.75</b>	255,939.56
Natural Resources	354,568.40	4,231.52		31,210.21		<b>(26,978.69)</b>	327,589.71
Allison Jukebox	310,130.67	107,788.62		7,718.82		<b>100,069.80</b>	410,200.47
TLRC	<b>(2,679,828.93)</b>	276,788.35		413,836.04		<b>(137,047.69)</b>	<b>(2,816,876.62)</b>
TLRC Reserve	730,333.74	30,932.36		0.00		<b>30,932.36</b>	761,266.10
Community Events	510,539.99	64,837.70		21,955.68		<b>42,882.02</b>	553,422.01
Adult Sports	14,181.56	33,353.33		10,675.42		<b>22,677.91</b>	36,859.47
Youth Sports	5,155.50	431.00		2,614.35		<b>(2,183.35)</b>	2,972.15
Skate Park	575.42	0		0.00		<b>0.00</b>	575.42
Benjamin Banneker Comm Center	67,391.42	2,300.80		0.00		<b>2,300.80</b>	69,692.22
Childcare Program	<b>(1,399.03)</b>	0.00				<b>0.00</b>	<b>(1,399.03)</b>
Operations	242,465.81	42,340.14		18,106.25		<b>24,233.89</b>	266,699.70
Dog Park	5,993.79	0.00		0.00		<b>0.00</b>	5,993.79
Switchyard Property	250,311.69	16,541.40		2,118.68		<b>14,422.72</b>	264,734.41
Landscaping	13,454.36	0.00		0.00		<b>0.00</b>	13,454.36
Cemeteries	1,497.00	0.00		0.00		<b>0.00</b>	1,497.00
Urban Forestry	36,031.73	6,500.00		125.00		<b>6,375.00</b>	42,406.73
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>674,955.10</b>	<b>0.00</b>	<b>576,445.95</b>	<b>0.00</b>	<b>98,509.15</b>	<b>1,054,683.21</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.

<b>98,509.15</b>
<b>INCREASE/DECREASE FOR THE CURRENT</b>

## Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
04/01/2022	2014756	4	FR	SHELT_CASPK_	Waterfall Shelter on 05/01/2022 at 6:	Refund Now	PHILBECE	84.00	0.00	84.00
04/05/2022	2018327	4	FR	SHELT_THMPK_	RCA Group Shelter on 05/21/2022 at	Refund Now	PHILBECE	74.00	0.00	74.00
04/05/2022	2018468	4	FR	SHELT_OLCPK_	Young Pavilion on 07/24/2022 at 6:0	Refund Now	PHILBECE	84.00	0.00	84.00
04/07/2022	2019364	6	PM	TL-2PC12	TL 2P CTY 12M (5852)	Refund Now	grabowsm	20.00	0.00	20.00
04/07/2022	2019397	6	FR	GOLFC_GOLFC_	Cascades Banquet Room on 06/19/2	Refund Now	grabowsm	100.00	0.00	100.00
04/08/2022	2019799	3	AR	235003_G	First Tee of Bloomington (235003-G)	Refund Now	HALTI	90.00	0.00	90.00
04/11/2022	2021939	3	AR	235003_D	First Tee of Bloomington (235003-D)	Refund Now	HALTI	90.00	0.00	90.00
04/11/2022	2021945	4	FR	SHELT_BRYPK_	Bryan Woodlawn on 04/18/2022 at 6:	Refund Now	PHILBECE	69.00	0.00	69.00
04/11/2022	2022015	6	FR	COURT_TLRC_C	Court 1 on 04/10/2022 at 8:00pm to	Refund Now	grabowsm	20.00	0.00	20.00
04/11/2022	2022015	6	FR	COURT_TLRC_c	Court 2 on 04/10/2022 at 8:00pm to	Refund Now	grabowsm	20.00	0.00	20.00
04/14/2022	2023754	4	FR	SHELT_BRYPK_	Bryan Woodlawn on 04/14/2022 at 6:	Refund Now	PHILBECE	69.00	0.00	69.00
04/14/2022	2023922	5	FR	SHELT_CASPK_	Sycamore Shelter on 08/28/2022 at	Refund Now	MCGLOTHB	94.00	0.00	94.00
04/15/2022	2024419	500	PSS	301	1/2 9Hole Cart Rent (301)	Refund Now	HENRYD	7.50	0.00	7.50
04/15/2022	2024419	500	PSS	222	9 Hole Greens Fee (222)	Refund Now	HENRYD	15.00	0.00	15.00
04/18/2022	2025933	6	AR	220102_1A	Learn to Swim: Level 1 (220102-1A)	Refund Now	grabowsm	60.00	0.00	60.00
04/19/2022	2026688	4	FR	BALLF_BRYPK_	Bryan Pk Ballfield 3 on 04/19/2022 at	Refund Now	PHILBECE	20.00	0.00	20.00
04/19/2022	2026688	4	FR	BALLF_BRYPK_	Bryan Pk Ballfield 3 on 04/26/2022 at	Refund Now	PHILBECE	20.00	0.00	20.00
04/19/2022	2026688	4	FR	BALLF_BRYPK_	Bryan Pk Ballfield 3 on 05/03/2022 at	Refund Now	PHILBECE	20.00	0.00	20.00
04/19/2022	2026688	4	FR	BALLF_BRYPK_	Bryan Pk Ballfield 3 on 05/10/2022 at	Refund Now	PHILBECE	20.00	0.00	20.00
04/19/2022	2026789	3	FR	SHELT_CASPK_	Waterfall Shelter on 05/08/2022 at 6:	Refund Now	HALTI	84.00	0.00	84.00
04/20/2022	2027447	6	PM	TL-SR-6M	TL SR 6M PIF (20827)	Refund Now	grabowsm	30.00	0.00	30.00
04/20/2022	2027556	6	PM	TL-2P12M	TL 2P 12M PIF (31633)	Refund Now	grabowsm	55.00	0.00	55.00
04/21/2022	2028191	6	FR	SHELT_WINSP_	Winslow Woods Shelter on 05/14/202	Refund Now	grabowsm	74.00	0.00	74.00
04/21/2022	2028382	6	AR	235003_G	First Tee of Bloomington (235003-G)	Refund Now	grabowsm	90.00	0.00	90.00
04/22/2022	2029243	3	FR	SHELT_BRYPK_	Bryan North Shelter on 04/30/2022 at	Refund Now	HALTI	56.00	0.00	56.00
04/26/2022	2032993	6	AR	165204_A	Hands-Off Composting (165204-A)	Refund Now	grabowsm	10.00	0.00	10.00
04/26/2022	2032993	6	AR	165204_A	Hands-Off Composting (165204-A)	Refund Now	grabowsm	10.00	0.00	10.00
04/26/2022	2032993	6	AR	165204_A	Hands-Off Composting (165204-A)	Refund Now	grabowsm	10.00	0.00	10.00
04/27/2022	2033663	6	AR	245101_D	Kid City Original (245101-D)	Refund Now	grabowsm	185.00	0.00	185.00
04/27/2022	2033665	6	FR	GOLFC_GOLFC_	Cascades Banquet Room on 07/02/2	Refund Now	grabowsm	200.00	0.00	200.00
04/28/2022	2034529	500	PSS	222	9 Hole Greens Fee (222)	Refund Now	COWDENJ	15.00	0.00	15.00
04/28/2022	2034529	500	PSS	301	1/2 9Hole Cart Rent (301)	Refund Now	COWDENJ	7.50	0.00	7.50
04/28/2022	2034551	3	AR	240007_A	Full Moon Night Hike (240007-A)	Refund Now	HALTI	5.00	0.00	5.00
04/28/2022	2034582	6	FR	ROOMS_TLRC_	TLRC Party Room on 04/30/2022 at	Refund Now	grabowsm	315.00	0.00	315.00
04/28/2022	2034721	6	AR	240001_B	Canoe Find It? (240001-B)	Refund Now	grabowsm	10.00	0.00	10.00
04/28/2022	2034721	6	AR	240001_B	Canoe Find It? (240001-B)	Refund Now	grabowsm	10.00	0.00	10.00
04/28/2022	2034721	6	AR	240001_B	Canoe Find It? (240001-B)	Refund Now	grabowsm	10.00	0.00	10.00
04/28/2022	2034721	6	AR	240001_B	Canoe Find It? (240001-B)	Refund Now	grabowsm	10.00	0.00	10.00

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

<b>Total Refund Records:</b>	<b>38</b>
<b>Total Fees Refunded:</b>	<b>2,163.00</b>
<b>Total Tax Refunded:</b>	<b>0.00</b>
<b>Total Amount Refunded:</b>	<b>2,163.00</b>

# 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:	04/01/2022 - Actual Date 04/01/2022
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	04/30/2022 - Actual Date 04/30/2022
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

May-22

May-22

[illegible]



## STAFF REPORT

Agenda Item: A-7  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dee Tuttle, Sports Facility/Program Manager  
**DATE:** May 24, 2022  
**SUBJECT:** REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH MONROE COUNTY UNITED MINISTRIES

### **Recommendation**

Staff recommends approval the 2022 partnership agreement with Monroe County United Ministries. Projected revenue is approximately \$1,000.

### **Background**

The purpose of this agreement is to outline the partnership between Bloomington Parks and Recreation and the Monroe County United Ministries for limited use of Mills Pool. MCUM provides childcare to over 85 children. The program will begin in late May, June and conclude at the end of July.

**RESPECTFULLY SUBMITTED,**

---

Dee Tuttle  
Sports Facility/Programs Manager

**AGREEMENT FOR THE USE  
OF  
CITY OF BLOOMINGTON  
MILLS POOL**

**WHEREAS**, Monroe County United Ministries (hereinafter referred to as “MCUM”), located at 827 West 14th Court, Bloomington, Indiana, desires the use of a Mills Pool for its summer day camp programs; and

**WHEREAS**, the City of Bloomington Department of Parks and Recreation (hereinafter referred to as “City”) owns and operates the Mills Swimming Pool (“Mills Pool”); and

**WHEREAS**, the City wishes to allow MCUM the use of the Mills Pool at a discounted rate.

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

- 1. Purpose of the Agreement.** The purpose of the Agreement is for the City to allow MCUM limited use of Mills Swimming Pool for MCUM’s morning pre-school childcare program at a discounted rate.
- 2. Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until August 2, 2022, unless terminated in accordance with paragraph nine (9) of this Agreement.
- 3. Days and Hours of Use.** The City hereby grants MCUM permission to use Mills Swimming Pool as follows:

MCUM shall be permitted to use the facility’s family activity pool area as part of MCUM’s preschool childcare program activities (for children ages 3-6 years) every Tuesday, Wednesday, and Thursday from May 31st , 2022 through July 28th, 2022 from 10:00 a.m. to 11:00 a.m.

- 4. Participant Fees.** Staff and participants in the MCUM program who enter the facility shall either pay an admissions fee of \$4 per person or fee waiver for regular admittance. MCUM shall track daily attendance and provide payment at the end of the season based on the above pay structure.
- 5. Life Guards.** MCUM agrees to pay the City the cost of providing a manager and lifeguard at the time that the preschoolers are using the family activity pool area. The rate is fifteen dollars and three cents (\$15.03) per hour for the manager and thirteen dollars and sixty four cents (\$14.16) per hour for the lifeguard.
- 6. Supervision.** MCUM agrees to provide supervisory personnel at a ratio of one (1) supervisor to every five (5) children during the time that the preschoolers are using the family activity pool area. The supervisors must be in the water with the children, and within arm’s length of children 5 and under.



7. **Responsibility for Damages; Indemnification.** MCUM agrees to assume full responsibility for the actions and behavior of all MCUM program participants and accompanying supervisors while using said facility.

In consideration for the use of Mills Pool, MCUM agrees to assume full and complete responsibility for all bodily injury, including death, and property damage which may occur as a result of the acts and omissions of MCUM, its officers, director, agents, employees, members, participants, successors and assigns, in the use of Mills Swimming Pool.

Further, in consideration for the use of Mills Swimming Pool, MCUM agrees to release, hold harmless, and indemnify the City of Bloomington, its Department of Parks and Recreation, and all City of Bloomington and Parks and Recreation officers, employees, and agents from any and all claims for personal injury, including death, or property damage that may occur as a result of the acts and omissions of MCUM, its officers, director, agents, employees, members, participants, successors and assigns, in the use of Mills Swimming Pool.

8. **COVID-19 Pandemic.** The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify MCUM of any such termination and the reasons therefore in writing.
9. **Rules and Regulations.** MCUM shall comply with all rules and regulations established by the City's Department of Parks and Recreation for use of Mills Swimming Pool. MCUM shall further require its preschool program participants and accompanying supervisors to comply with all said rules and regulations.

**Notice and Agreement Representatives**

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

**Monroe County United Ministries**  
Brittany Denton, Program Director  
827 W. 14<sup>th</sup> Court  
Bloomington, IN 47404  
(812) 339-3429 ext. 10

**Bloomington Parks and Recreation**  
Dee Tuttle, General Manager  
PO Box 848  
Bloomington, IN 47402  
(812) 349-3768

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

**Monroe County United Ministries**  
Brittany Denton, Program Director  
827 W. 14<sup>th</sup> Court  
Bloomington, IN 47404  
(812) 339-3429 ext. 10  
childcare@mcum.org

**Bloomington Parks and Recreation**  
Shanda Sims, Aquatics Specialist  
PO Box 848  
Bloomington, IN 47402  
(812) 349-3762  
Shanda.sims@bloomington.in.gov

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

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

**City of Bloomington**

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

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

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

**Monroe County United Ministries**

\_\_\_\_\_  
Brittany Denton, Program Director



## STAFF REPORT

Agenda Item: A-8  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Leslie Brinson, Community Events Manager  
**DATE:** May 24, 2022  
**SUBJECT:** REVIEW AND APPROVAL OF THE 2022 COOPERATIVE PARTNERSHIP AGREEMENT WITH MONROE COUNTY CIVIC THEATER

### Recommendation

Staff recommends the approval of the 2022 partnership agreement with Monroe County Civic Theater for the rehearsal and performance of a Shakespeare play as a part of the Shakespeare in the Park program. There is no monetary exchange involved in this partnership.

### Background

This is the 32nd year of this partnership between Bloomington Parks and Recreation (BPRD) and Monroe County Civic Theater, Inc. (MCCT) to share resources to provide the Bloomington community with free performances of Shakespeare plays in one of our community parks. MCCT is responsible for the production of the plays, while BPRD provides assistance in the form of promotion of the event and the use of Waldron, Hill, and Buskirk Park. Changes for this year include a change of dates for this year's production and rehearsal times.

This year's production will be "Henry IV Part 1" and will be held Thursday, June 1 through Sunday, June 5 at Waldron, Hill, and Buskirk Park.

**RESPECTFULLY SUBMITTED,**

Leslie Brinson, Community Events Manager

**City of Bloomington  
Parks and Recreation Department  
Program Partnership Agreement  
Monroe County Civic Theater**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Bloomington Parks and Recreation Department (“BPRD”) and the Monroe County Civic Theater (“MCCT”).

**WHEREAS**, BPRD and the MCCT desire to cooperate in order to provide theater programs and productions for the benefit of the general public; and

**WHEREAS**, the MCCT 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**, the partners do mutually agree as follows:

**1.0 Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership which will provide for greater services in theater programming and productions by combining available resources from each partner to this Agreement.

**2.0 Duration of Agreement:**

This Agreement shall be in full force and effect from April 25, 2022, to December 31, 2022 , unless early termination occurs as described in Article 8.0 of this Agreement.

**3.0 Bloomington Parks and Recreation:**

The goal of BPRD is to build a positive relationship with the MCCT in order to provide free performances of “Shakespeare in the Park” for the Bloomington community.

BPRD agrees to:

- a. Provide use of the Waldron, Hill, and Buskirk Park for five (5) nights during the week of the performances (Wednesday-Sunday). Performances are to be held Thursday, June 2 through Sunday, June 5 and for a dress rehearsal on Wednesday, June 1. Performances on June 2-4 will begin at 7 p.m. and the performance on June 5 will begin at 2 p.m.
- b. Allow Monroe County Civic Theater to rehearse at Waldron, Hill, and Buskirk Park in the six (6) weeks leading up to the week of the performances. Rehearsals will start on Monday, April 25. A list of rehearsal dates is included below.
- c. Publicize performances with the Performing Art Series through concert cards, program guide, and in weekly press releases.

**4.0 Monroe County Civic Theater:**

The goals of MCCT are to provide opportunities for actors to gain experience in theatrical productions and provide free, quality performances of “Shakespeare in the Park” for the Bloomington community.

MCCT agrees to:

- a. Name BPRD in all forms of publicity as a co-sponsor of performances held in Waldron, Hill, and Buskirk Park.
- b. Be responsible for the production in its entirety including: auditions, rehearsals, staging, props, costumes, and other production needs.
- c. Ensure that the productions are appropriate for the general public.
- d. Inform actors, directors, and producers of policies and building procedures and adhere to the same.
- e. MCCT will provide a schedule to BPRD two (2) weeks prior to rehearsals so that BPRD may make sure that no other rentals or park maintenance would conflict with rehearsals.
- f. Spot clean area after use and communicate any maintenance needs to the BPRD staff.

**5.0 Release and Hold Harmless Agreement:**

MCCT, including its membership, agents, and assigns, do 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.

**6.0 Terms Mutually Agreed to by all Partners to This Agreement:**

- a. The intent of this Agreement is to document a mutually beneficial partnership between BPRD and MCCT.
- b. The staff and personnel involved in this Agreement will at all times represent both partners to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction.
- c. The commitment of personnel, promotions, equipment, and funding sources will be honored according to the timetable agreed upon by both partners.
- d. MCCT is recognized as having the expertise and experience to run the production safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- e. The Agreement and the services provided will be evaluated in February , 2023 .
- g. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit. **Theatrical property weapons may be used for theatrical productions with pre-approval from BPRD.**
- h. Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington property.

**7.0 Notice and Agreement Representatives:**

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

Monroe County Civic Theater  
Steve Heise  
1406 S. Washington St.  
Bloomington, Indiana 47401  
812-323-9360 (home)

Bloomington Parks and Recreation  
Becky Higgins  
P.O. Box 848  
Bloomington, Indiana 47402  
812-349-3713

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

Monroe County Civic Theater  
Steve Heise  
1406 S. Washington St.  
Bloomington IN 47401  
812-323-9360 (home)

Bloomington Parks and Recreation  
Crystal Ritter  
PO Box 848  
Bloomington, Indiana 47402  
812-349-3725

## **8.0 Termination**

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

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

## **9.0 E-Verify**

Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, MCCT as a business entity has to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. MCCT is not required to continue this verification if the E-Verify program no longer exists.

However, MCCT is a not-for-profit organization that does not have any employees and therefore, is not able to register with the E-Verify program. As a consequence, in order to be in compliance with Ind. Code 22-5-1.7-11(a), MCCT shall sign an affidavit affirming that MCCT currently does not employ any employees, but only works with volunteers, and if MCCT should hire any employee or contract employee, it commits itself to participate in the E-Verify program and will immediately sign an amended Affidavit as required by state law, that it is registered with the E-Verify program and if it hires employees, it will not be employing any unauthorized alien. The Affidavit to this effect is attached to and incorporated into this Agreement as Exhibit A.

If an amended affidavit becomes necessary during the term of this Agreement, MCCT –by signing this Agreement—commits itself to (1) notify BPRD prior to hiring such an employee or contracting with a contract employee, (2) register with e-verify prior to the hiring, (3) check the employee through E-Verify, and (4) sign the amended Affidavit within three (3) business days prior to hiring an employee.

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

BLOOMINGTON PARKS AND  
RECREATION DEPARTMENT

MONROE COUNTY CIVIC THEATER

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

\_\_\_\_\_  
Steve Heise, President

\_\_\_\_\_  
Paula McDevitt, Parks Director

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

STATE OF INDIANA )  
COUNTY OF MONROE ) SS:

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

- Signature

[illegible]

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

---

Printed name

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





## STAFF REPORT

Agenda Item: A-9  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Mark Marotz, Operations Superintendent  
**DATE:** May 24, 2022  
**SUBJECT:** BANNEKER FRONT DOOR STAINING

### **Recommendation**

Staff recommends approval of short service contract with Dynasty Painting LLC.

The contract amount is not to exceed \$1,500. Funding for this project is 2016 GO Bond Funds 977-18-1801A project code 977 2022D.

### **Background**

The front doors of the Banneker Community Center are in poor condition and need to be re-stained. Dynasty Painting LLC can complete this work on-site quickly and efficiently. This project is being funded from a remaining balance in the 2016 GO Bond.

**RESPECTFULLY SUBMITTED,**

Mark Marotz Operations Superintendent

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
DYNASTY PAINTING LLC**

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

**Article 1. Scope of Services** Contractor shall provide Staining/Painting of the front doors (exterior and interior) at the Banneker Center. Sanding down exterior portion of doors to bare wood, caulk as needed, prime with Bulls Eye 1-2-3, coat with Sherwin Williams emerald urethane satin, sand interior portion of doors stain with color as close to original as possible, coat with polyurethane to match current color, lightly sand and apply second coat. ("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 July 29, 2022 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed one thousand five hundred dollars (\$1,500). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Attn Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Work may begin on May 31st and shall be completed by July 29<sup>th</sup> 2022.

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

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

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

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

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;

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

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

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, Attn: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Dynasty Painting LLC (Steven Hobbs). 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**

**DYNASTY PAINTING LLC**

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

\_\_\_\_\_  
Steven Hobbs

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

\_\_\_\_\_  
Date

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

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

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

**Dynasty Painting LLC**

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

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

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

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

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



## STAFF REPORT

Agenda Item: A-10  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Rebecca Swift, Natural Resources Coordinator  
**DATE:** May 24, 2022  
**SUBJECT:** PARTNERSHIP AGREEMENT WITH SUMMER STAR  
FOUNDATION FOR BANNEKER NATURE DAYS

### Recommendation

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Summer Star Foundation for Banneker Summer Nature Days. Summer Star Foundation Funding - \$4860

### Background

This is the eleventh year for this partnership. The goal of the partnership is to combine resources from BPRD and Summer Star Foundation to provide environmental education programming to participants of the Banneker Summer Food Program.

The Summer Star Foundation has agreed to provide funding for all staff and supply costs for another summer of this program. BPRD plans to coordinate staff, create lesson plans, plan field trips, and complete regular planning reports for the Summer Star Foundation.

We are excited to continue this partnership with the Summer Star Foundation, who also supports our Griffy Lake Nature Day program for fourth grade students throughout the school year.

**RESPECTFULLY SUBMITTED,**

Rebecca Swift, Natural Resources Coordinator



CITY OF BLOOMINGTON  
Parks and Recreation

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION  
AND  
SUMMER STAR FOUNDATION  
FOR NATURE, ART AND HUMANITY, INC.**

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Bloomington Parks and Recreation Department (hereinafter, “BPRD”), and Summer Star Foundation for Nature, Art and Humanity, Inc. (hereinafter, “Summer Star Foundation”), sometimes collectively referred to hereinafter as the “Parties.”

**1. Purpose of Agreement:**

Both Parties recognize that the need exists to provide wholesome and constructive educational and recreational activities for children in Bloomington, Indiana, that will effectively contribute to the mental, physical, social and educational enrichment of children. The purpose of this Agreement is to set forth terms under which the Summer Star Foundation will provide funding for environmental educational programming through the Banneker Community Center in Bloomington for children in grades K-6 (the “Nature Day Project”).

**2. Duration of Agreement:**

This Agreement commences on the date set forth above, and expires one month after the evaluation report referenced in Paragraph 5(g) is due, unless terminated earlier as provided under Paragraph 10 or renewed as provided under Paragraph 11. Notwithstanding the foregoing, BPRD’s obligations under Paragraph 5(g) (regarding the evaluation report) and Paragraph 5(i) (regarding the return of any unused funds) shall survive the termination of this Agreement.

**3. City of Bloomington Parks & Recreation Department:**

The Bloomington Parks and Recreation Department is a municipal organization dedicated to providing 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. One goal of BPRD is to provide outdoor education experiences that connect children to nature in ways that increase their knowledge, interest, and respect for the environment and natural spaces.

**4. Summer Star Foundation:**

Summer Star Foundation for Nature, Art, and Humanity, Inc. is a non-profit based in Greater Boston that helps in establishing educational programs to enrich children’s lives through arts and nature programs and in assisting such programs as are already in existence.

**5. Banneker Summer Nature Days Project**

Summer Star Foundation agrees to pay to BPRD the amount of Four Thousand Eight Hundred Sixty Dollars (\$4,860.00) by June 30, 2022, to be used to provide funding for the Banneker Summer Nature Days Project (the “Nature Day Project”).

The Summer Star grant governed by this Agreement shall be used for the following expenses relating to the Nature Day Project: personnel, curriculum development, logistical coordination, transportation, supplies, and program materials.

In connection with the administration of the Nature Day Project, the BPRD agrees as follows:

- a. BPRD shall oversee the design and implementation of the Nature Day Project. The exact location and station topics will be determined during the planning phase to commence in May 2022.
- b. Nature Day Project activities will take place as part of a Nature Club to be held at the Banneker Community Center four days a week during the period from May 30, 2022, to July 29, 2022, inclusive. On each day that Nature Club meets there will be an afternoon session that will last approximately 2 hours.
- c. Roughly 100 participants will be welcomed to attend the in-person Nature Day Project through the Banneker Community Center.
- d. Nature Day Project participants will each receive a natural journal at the beginning of the program to record weekly activities and lessons that correspond to nature topics.
- e. Nature Day Project activities will include some or all of the following:
  - (i) Field trips to local parks and nature preserves to experience hiking and exploration of various ecosystems;
  - (ii) Physical, chemical, and biological field monitoring;
  - (iii) Plant identification tips and foraging skills;
  - (iv) Habitat building and exploration on-site;
  - (v) Weather forecasts and meteorology;
  - (vi) Nature crafts; and
  - (vii) Investigations of local wildlife
- f. While the target audience of the Nature Day Project will be children in grades K-6, students in grades 7-12 may participate in the project as unpaid group leaders and staff assistants. Take-home activities will also encourage family members to participate.
- g. BPRD shall perform participant assessments, staff evaluations, and take photographs of program activities during the course of the Nature Day Project.



- h. BPRD shall cause the BPRD Staff to provide Summer Star Foundation with planning reports by the end of each month, beginning with the month in which planning for the Nature Day Project starts.
- i. BPRD shall provide Summer Star Foundation an evaluation report of the Nature Day Project by September 30, 2022, including a summary of the budget and expenditures for the Nature Day Project, and an evaluation of the Nature Day Project effectiveness, and a summary of the assessments and evaluations.
- j. Should BPRD and the Banneker Community Center decide to continue and/or expand the Nature Day Project after August 31, 2022, BPRD shall offer to the Summer Star Foundation the opportunity to provide funding before other outside private sources of funding are sought or accepted. This provision shall not be interpreted to impose any obligation on the Summer Star Foundation to continue or expand its support of the Nature Day Project beyond its stated contribution under this Agreement for the 2022 summer.
- k. BPRD shall, by September 30, 2022, return to the Summer Star Foundation any remaining funds contributed by the Summer Star Foundation to BPRD that have not been used for the purposes set forth in this Paragraph 5.

**6. BPRD General Administration Responsibilities.**

BPRD agrees that with respect to the Nature Day Project, it shall:

- a. Use the funds received from the Summer Star Foundation only for the charitable and public purposes set forth in this Agreement.
- b. Maintain financial, attendance, enrollment and other necessary administrative records with respect to the Nature Day Project funded under this Agreement sufficient to provide the reports to the Summer Star Foundation required under this Agreement.
- c. Recognize Summer Star Foundation in promotional materials including the City of Bloomington Parks and Recreation Summer and Fall Program Guide distributed two times per year to every city resident, using the Summer Star Foundation logo in a manner to be approved by the Summer Star Foundation.
- d. Communicate to the public and participants regarding the Summer Star Foundation's support of the Nature Day Project.
- e. Provide all other information as requested by Summer Star Foundation.

**7. Summer Star Foundation Responsibilities.**

In addition to providing the funding for the Nature Day Project as set forth in this Agreement, the Summer Star Foundation shall provide information to BPRD, if requested by BPRD, to be included in Parks promotional materials.

**8. Terms Mutually Agreed to By the Parties:**

- a. The intent of this Agreement is to document a mutually beneficial relationship between Summer Star Foundation and the BPRD.
- b. Summer Star Foundation is making the grant hereunder to the BPRD in reliance on the BPRD's agreement to administer the funds in accordance with the terms of this Agreement. Summer Star Foundation reserves the right to take whatever steps it deems necessary to monitor the Nature Day Project to ensure compliance with the provisions of this Agreement relating to the operation of said project.
- c. The BPRD staff and personnel involved in this Agreement will at all times represent the Parties to this Agreement in a professional manner, and reflect the commitment of the Parties to quality services and customer satisfaction.
- d. The Parties agree that Summer Star Foundation shall have no responsibility with respect to the operation of the Nature Day Project and shall have no liability to any party relating to the operation of or any other aspect of said project.
- e. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable set forth in this Agreement, unless such timetable is modified in writing by the Parties.
- f. The Summer Star Foundation's obligation to make any future payments under this Agreement is conditioned on BPRD's fulfillment of its reporting obligations under this Agreement and its use of prior and future payments from Summer Star Foundation in accordance with the terms of this Agreement.
- g. The Parties acknowledge and agree that this Agreement may be enforced by BPRD and Summer Star Foundation.
- h. Each of the Parties represents and warrants that it has full power and authority to enter into this Agreement and the individuals signing on behalf of such party are duly authorized to do so.

**9. Notice and Agreement Representatives:**

- a. Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the following persons at the addresses and/or numbers listed below:

**Bloomington Parks and Recreation**

Rebecca Swift  
Natural Resources Coordinator  
Phone: 812-349-3759  
Fax: 812-349-3705

**Summer Star Foundation**

Shalin Liu  
P.O. Box 258  
Berlin, MA 01503

AND

Jordana G. Schreiber, Esq.  
Day Pitney LLP  
One Federal Street, 29<sup>th</sup> Floor  
Boston, MA 02110  
Phone: 617.345.4608  
Fax: 617.607.6070

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

**Bloomington Parks and Recreation**

Rebecca Swift  
Natural Resources Coordinator  
Phone: 812-349-3759  
Fax: 812-349-3705

**Summer Star Foundation**

Shalin Liu  
P.O. Box 258  
Berlin, MA 01503

AND

Jordana G. Schreiber, Esq.  
Day Pitney LLP  
One Federal Street, 29<sup>th</sup> Floor  
Boston, MA 02110  
Phone: 617.345.4608  
Fax: 617.607.6070

**10. Termination:**

This Agreement may only be terminated, except as expressly provided above, prior to its stated expiration in writing by the mutual agreement of the Parties and delivered to the Notice and Agreement Representatives listed in Paragraph 9. Upon such termination, all funds not used for the purposes set forth in this Agreement shall be returned to the Summer Star Foundation.

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

**11. Option for Renewal:**

The Parties have the option to renew this Agreement for any subsequent years by the mutual agreement of the Parties and upon the same terms as provided herein or such other terms as agreed to between the Parties. Such renewal must be in writing, signed by the Parties and delivered to the Notice and Agreement Representatives listed in Paragraph 9. This provision shall not be interpreted to impose any obligation on the Parties to renew this Agreement.

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

**City of Bloomington Parks and  
Recreation Department**

By:

---

Paula McDevitt, Director

**Summer Star Foundation for Nature,  
Art, and Humanity, Inc.**

By:

---

Shalin Liu, President

---

Kathleen Mills, President  
Board of Park Commissioners

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Beth Cate, Corporation Counsel



## STAFF REPORT

Agenda Item: A-11  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Steve Cotter, Natural Resources Manager  
**DATE:** May 24, 2022  
**SUBJECT:** GRIFFY LOOP PILOT PROJECT CONTRACT ADDENDUM

### **Recommendation**

Staff recommend approval of this contract addendum.

### **Background**

Funding constraints led to a decision to direct all available Griffy Loop Trail Project funds to the east end of the loop, along Headley Rd. This resulted in the portion of the Loop Trail that was planned for the top of the dam, and the stairs from the parking lot to the top of the dam, to be removed from the project scope of the first phase of construction.

In January of this year BPRD entered into a contract with Spectrum LLC to construct a portion of the Griffy Loop Trail near the Griffy Lake Dam that would be approximately 700 feet long for \$6,000. Since the Loop Trail construction began on the east end of the Loop this amendment is being requested to move the Griffy Loop Pilot Project from the west end of the Loop to the east end. The new location will allow for trail access from the south end of the walkway along Headley Rd. The new location will require a trail almost twice the length of the segment that was to be built near the dam, for that reason this amendment approval is being sought to add \$4,800 to the contract. Future funding to build the western portion of the Loop, up to and across the dam, has been secured through the Parks General Obligation Bond approved by the Board of Park Commissioners on May 09, 2022.

**RESPECTFULLY SUBMITTED,**

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

Steve Cotter, Natural Resources Manager

**ADDENDUM TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
SPECTRUM LLC  
FOR  
GRIFFY LOOP TRAIL PILOT PROJECT- CHANGE ORDER**

Entered in this 24th day of May, 2022

WHEREAS, in January, 2022 the City of Bloomington Department of Parks and Recreation (the “Department”) and Spectrum LLC (“Contractor”) entered into an Agreement to construct the Griffy Loop Trail Pilot Project; and

WHEREAS, the Department would like to change the location of the Pilot Project from the west end of the Griffy Loop Trail to the east end of the Griffy Loop Trail

WHEREAS, these scope and cost of these changes is included in “Exhibit A – Change Order“ and

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

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

WHEREAS, pursuant to Article 5 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

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

**Article 1. SERVICES:** The Services listed in the attached letter (“Exhibit A”) will be added to the Scope of Work for the project. The schedule to complete all work remains unchanged from the original agreement.

**Article 3. COMPENSATION:** To amend the Agreement to reflect an additional charge of four thousand eight hundred dollars (\$4,800).

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

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

**CITY OF BLOOMINGTON**

**SPECTRUM LLC**

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

\_\_\_\_\_  
Alex Stewart

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

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

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

## **Exhibit A – Change Order**

### **Updated Scope of Work**

Contractor will construct approximately 1300' feet of new trail from top of the stairs at the south end of the bridge on the Headley Rd. Causeway to the first cove west of the bridge on the south side of the lake.



## STAFF REPORT

Agenda Item: A-12  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Julie Ramey, Community Relations Manager  
**DATE:** May 24, 2022  
**SUBJECT:** CONTRACT ADDENDUM WITH UNIVERSAL SIGN, INC.

### **Recommendation**


Staff recommends approval of a contract addendum with Universal Sign, Inc. for the Switchyard Park dedication element.

Amount: \$3,190. Funding source: Switchyard Park TIF Bond: 976-15-159004-53990

### **Background**

This contract addendum with Universal Sign Inc. authorizes an additional \$3,190 to Universal Sign, Inc. for the change in material from the original Corten steel to powder coated aluminum. The Department has worked with the Contractor to identify alternate materials from the Corten steel originally selected for the element, to enhance lifespan of the element and eliminate known maintenance issues related to Corten steel. The addendum includes the cost of a sample laser cut powder coated aluminum panel for inspection and approval by the Department prior to fabrication of the entire element.

**RESPECTFULLY SUBMITTED,**

  
Julie Ramey, Community Relations Manager

2021-January



**ADDENDUM TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
UNIVERSAL SIGN, INC.**

**FOR  
DEDICATION ELEMENT AT SWITCHYARD PARK - CHANGE ORDER ONE**

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

WHEREAS, in September 2021 the City of Bloomington Department of Parks and Recreation (the “Department”) and Universal Sign, Inc. (“Contractor”) entered into an Agreement to fabricate a dedication element from Switchyard Park; and

WHEREAS, the Department and Contractor have worked together to identify appropriate changes to the materials selected for the element to enhance lifespan of the element and eliminate known maintenance issues related to the original materials; and

WHEREAS, these scope and cost of these changes is included in “Exhibit A – Change Order One”; and

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

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

WHEREAS, pursuant to Article 5 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

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

**Article 1. SERVICES:** The Services listed in the attached letter (“Exhibit A”) will be added to the Scope of Work for the project. The schedule to complete all work is extended through September 1, 2022.

**Article 3. COMPENSATION:** To amend the Agreement to reflect an additional charge of three thousand one hundred ninety dollars (\$3,190.00) in addition to the amount authorized in the original contract for seven thousand six hundred dollars (\$7,600.00).

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

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

**CITY OF BLOOMINGTON**

**UNIVERSAL SIGN, INC.**

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

\_\_\_\_\_  
Contractor Representative

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

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

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

**Exhibit A – Change Order One**

Universal Sign, Inc.  
 5001 Falcon View SE  
 Grand Rapids, MI 49512  
 Phone: (616) 554-9999  
 www.universalsignsystems.com

# Proposal

Date	Quote #
4/21/2022	14999

Bloomington Parks and Recreation  
 401 North Morton Street  
 Suite 250  
 Bloomington, IN 47404

P.O. No.	Terms	Account Rep	Location
	Net 30	NZ	

Qty	Description	Cost	Total
	Change Order 1		
1	Material price increase updated for current pricing and switch to .125" laser cut aluminum instead of steel	1,620.00	1,620.00
1	Material increase for specialty powdercoated finish	675.00	675.00
1	Material increase to complete sample laser cut powdercoated panel	860.00	860.00
1	Estimated Shipping of Sample	35.00	35.00
	Tax	6.00%	0.00
		<b>Total</b>	<b>\$3,190.00</b>

Pricing valid for 5 days from the date of the quote.  
 Any balance due at end of terms will be subject to a service charge of 1.5% per month (18% annually). Universal Sign, Inc. retains ownership of the product (signage) until balance due is fully paid.

Signature: \_\_\_\_\_



## STAFF REPORT

Agenda Item: A-13  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Aaron Craig, Golf Facilities Manager  
**DATE:** May 24, 2022  
**SUBJECT:** MAINTENANCE MOBILE OFFICE WATER/SEWER HOOK-UP

### **Recommendation**

Staff recommends approval of this contract with Commercial Service. The cost of the project is not to exceed \$4,500 for connection of existing water and sewer lines to the maintenance mobile office. Funding: General Obligation Bond Interest from: Series A – 977-18-18016a-54510  
Project Code: 977 2022a

### **Background**

The mobile office was used and purchased for a temporary proshop during clubhouse construction. Then moved to the maintenance area for office/break room for maintenance staff.

**RESPECTFULLY SUBMITTED,**

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

Aaron Craig, Golf Facilities Manager

**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 Commercial Service ("Contractor").

**Article 1. Scope of Services** Contractor shall provide (connect existing water and sewer lines to maintenance mobile office) ("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 July 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 Aaron Craig as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed four thousand five hundred dollars (\$4,500.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Aaron Craig, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule:  
(to be completed by July 31, 2022)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, **Attn: Aaron Craig, 401 N. Morton, Bloomington, IN 47402. Contractor: Commercial Service.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

#### **CITY OF BLOOMINGTON**

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

#### **COMMERCIAL SERVICE**

\_\_\_\_\_  
Mick Young, Plumbing Service Manager

#### **CITY OF BLOOMINGTON PARKS AND RECREATION**

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

\_\_\_\_\_  
Date

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

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

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

**Commercial Service**

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: \_\_\_\_\_



**Commercial Service**

Heating Cooling Plumbing

## Plumbing Quote

---

Date: 3/30/2022

To: James (City of Bloomington Parks and Rec.)

From: Mick Young

Subject: Mobile Office water and drain connections.

Location: Cascades Golf Course

3550 N Kinser Pike

Bloomington, IN 47404

- Connect the existing water line from the water meter to the new maintenance mobile office.
  - Excavate to locate the abandoned water line.
  - Install a new  $\frac{3}{4}$ " 250psi water line from the capped off line to the new office. (Approximately 60')
  - Install an accessible shut off under the office inside of the skirting.
  - Connect to the existing line stubbed down from above.
  - Excludes heat tape.
- Connect the existing 4" sewer line to the new maintenance mobile office.
  - Install new 4" pvc sch 40 sewer line from the office to the existing clean out. (Approximately 75')
  - Install a new accessible two way clean out next to the building.
  - Connect the existing drain lines stubbed down from above to the new sewer line.
- Excludes any interior plumbing repairs.

Cost: \$4500.00

Salesperson

Customer

Mick Young  
Printed Name

Plumbing Service Manager  
Title

myoung@commercialservice.com  
Email

\_\_\_\_\_  
Accepted Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email





## STAFF REPORT

Agenda Item: A-14  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Aaron Craig, Golf Facilities Manager  
**DATE:** May 24, 2022  
**SUBJECT:** ELECTRICAL HOOK-UP FOR MAINTENANCE OFFICE TRAILER

### Recommendation

Staff recommends approval of this contract with Woods Electrical Contractors Inc. The contract is not to exceed \$1,475.00 for installation of new 200 amp meter base with disconnect and breaker space on pedestal with 100 amp feed to modular building exterior panel.

Funding: General Obligation Bond Interest from: Series A – 977-18-18016a-54510  
Project Code: 977 2022a

### Background

The mobile office was used and purchased for a temporary proshop during clubhouse construction. Then moved to the maintenance area for office/break room for maintenance staff.

**RESPECTFULLY SUBMITTED,**

---

Aaron Craig, Golf Facilities Manager

**AAGREEMENT 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 Woods Electrical Contractors Inc ("Contractor").

**Article 1. Scope of Services** Contractor shall provide (installation of new 200 amp meter base with disconnect and breaker space on pedestal per utility Co. specs 15 feet from exterior panel, pedestal to be built with 2 inch galvanized pipe and Unistrut, 100 amp feed to modular building exterior panel) ("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 July 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 Aaron Craig as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed one thousand four hundred and seventy-five dollars (\$1,475.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Aaron Craig, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule:  
(to be completed by July 31, 2022)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF BLOOMINGTON**

**WOODS ELECTRICAL CONTRACTORS INC**

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

\_\_\_\_\_  
Roger Woods, Owner

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Date

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

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

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

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

**Woods Electrical Contractors, Inc.**

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

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

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

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

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



## STAFF REPORT

Agenda Item: A-15  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Daren Eads, Facility Coordinator  
**DATE:** May 24, 2022  
**SUBJECT:** **SERVICRE AGREEMENT WITH BAKER STONE WORK FOR WALL  
REPAIRS AT THE TWIN LAKES RECREATION CENTER**

### **Recommendation**

Staff recommends approval of this Service Agreement with Baker Stone Work to perform masonry repairs to the exterior and interior walls at the Twin Lakes Recreation Center. Funding Source: 201-18-185000-53610. Amount not to exceed \$4,000.

### **Background**

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

**RESPECTFULLY SUBMITTED,**

\_\_\_\_\_*Daren Eads*\_\_\_\_\_  
Daren Eads, Facility Coordinator

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

This Agreement, entered into on this 24 day of May, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Baker Stone Work ("Contractor").

**Article 1. Scope of Services** Contractor shall provide stone masonry repairs to the exterior and interior walls at the Twin Lakes Recreation Center. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads, Facility Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule:  
Services will be provided on an as needed basis.

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

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor 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: Daren Eads, 401 N. Morton, Bloomington, IN 47402. Contractor: Baker Stone Work.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

#### **CITY OF BLOOMINGTON**

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

#### **BAKER STONE WORK**

\_\_\_\_\_  
Charley Nelson, Owner

#### **CITY OF BLOOMINGTON PARKS AND RECREATION**

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

\_\_\_\_\_  
Date

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



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

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

**Baker Stone Work**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

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

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

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

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

**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 Parks & Recreation Twin Lakes Recreation Center  
1700 Bloomfield Rd. Contact: Daren Eads 812-325-5254 email:  
eads@bloomington.in.gov

Date: April 6, 2022

Cut out remaining concrete block where auto damage occurred

Lay block to fill opening, grind out and tuck-point any cracked mortar joints

Paint block to match existing exterior color

Repair drywall as needed on interior wall

Material, labor & clean-up	\$3125.00
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## STAFF REPORT

Agenda Item: A-16  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** May 24, 2022  
**SUBJECT:** PARTNERSHIP AGREEMENT WITH DOWNTOWN BLOOMINGTON, INC

### **Recommendation**

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Downtown Bloomington, Inc. (DBI) for the Fourth of July Parade. There will be a 50/50 split of revenue from parade entry fees after expenses have been paid. The revenue split will be paid through the Community Events – 4<sup>th</sup> of July Parade account – 201-18-186507-53990.

### **Background**

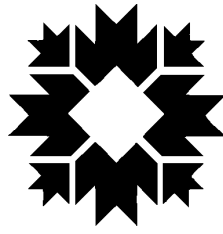
This is the fifteenth year for this partnership. The goal of the partnership is to combine resources from BPRD and DBI to provide a Fourth of July parade for the Bloomington community. We are looking forward to once again working with DBI on this annual community tradition.

The parade will be on Monday, July 4, 2022 from 10:00 a.m. to noon with a performance by the Bloomington Community Band at 9a.m. on the courthouse lawn.

Applications for parade entries are available online at the parks website [bloomington.in.gov/parks](http://bloomington.in.gov/parks), in person at the BPRD office, or by calling 812-349-3748.

**RESPECTFULLY SUBMITTED,**

Bill Ream, Community Events Coordinator



**CITY OF BLOOMINGTON  
parks and recreation**

**2022 COOPERATION SERVICE AGREEMENT  
PROGRAM PARTNERSHIP**

**Partner(s):**

This Agreement is made and entered into this \_\_\_\_\_ day of May, 2022, by and between the Bloomington Parks and Recreation Department (“BPRD”) and Downtown Bloomington, Inc. (“DBI”).

**WHEREAS**, BPRD and DBI desire to cooperate in the provision of Fourth of July festivities including a parade for the community; and

**WHEREAS**, DBI is qualified to perform such services; and

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

**NOW THEREFORE**, BPRD and DBI do mutually agree as follows:

**1. Purpose of Agreement**

The goals of this project by DBI and BPRD are to outline Fourth of July festivities including a parade and a performance by the Bloomington Community Band on the Courthouse lawn for the Bloomington community by combining available resources from each party to this Agreement.

**2. Duration of Agreement**

This Agreement commences on May 24, 2022, and expires on August 31, 2022, unless terminated earlier as provided under Article 8 of this Agreement.

**3. Bloomington Parks & Recreation**

The goals of BPRD are to partner with another community agency and provide a Fourth of July parade for the Bloomington community. The event, to be held in downtown Bloomington, on Monday, July 4, 2022, from 9:00 a.m. to noon is designed to create a social and safe environment for the community to celebrate the Fourth of July. The event will be open to the general public. BPRD agrees to do the following:

- a. Maintain close contact with Talisha Coppock, Director, Downtown Bloomington Inc., and bring all related issues to her attention.
- b. Mail/email parade applications to past participants.
- c. Collect applications and fees from parade participants.
- d. Organize and coordinate parade participants prior to and on the day of the parade.

- e. Share all marketing/promotional material with DBI prior to advertising.
- f. Include parade application information in its summer program guide.
- g. Provide Fourth of July parade publicity by publishing information in BPRD's seasonal program brochure and Summer Kids Kraze newsletter and by creating and distributing posters.
- h. Secure parade sponsorships.
- i. Secure golf carts, portable toilets, and security for the parade.
- j. Work with DBI to create a budget.
- k. Assist community groups to create new entries for the parade.
- l. Provide a Community Events Coordinator and full-time/part-time staff for the parade.
- m. Apply for a permit to the Board of Public Works for road closures.
- n. Apply for parade permit from Bloomington Police Department.
- o. Coordinate payment of all invoices and maintenance of all financial records

**4. Downtown Bloomington, Inc.**

The goals of DBI are to partner with BPRD and provide a Fourth of July parade for the Bloomington community. The event, to be held in downtown Bloomington, on Monday, July 4, 2022, from 9:00 a.m. to noon, is designed to create a social and safe environment for the community to celebrate the Fourth of July. The event will be open to the general public. Downtown Bloomington, Inc. agrees to do the following:

- a. Maintain close contact with Bill Ream, Community Events Coordinator, Bloomington Parks and Recreation and address any related issues to his attention.
- b. Schedule Bloomington Community Band to perform from 9 – 10am.
- c. Secure tents, judges reviewing and announcing stands, and sound systems for the parade and provide invoices to BPRD for payment.
- d. Provide staff and volunteers for the day of the parade.
- e. Organize and coordinate emcee, judges, and reviewing stand prior to and on the day of the parade.
- f. Assist security staff with title sponsor's VIP area next to reviewing stand.
- g. Order and secure sponsorship for awards.
- h. Secure appropriate insurance through the May Agency.

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

- a. Both parties agree to provide a copy of all marketing/promotional material regarding the Fourth of July parade to the other party **prior to** any advertising.
- b. Both parties agree to assist with the distribution of pre-parade route information as well as no parking signs along the parade route.
- c. Both parties will equally split the application fee revenue after all expenses are paid in full.
- d. Both parties agree to coordinate safety management and regulate parade participants and spectators at the Fourth of July parade.
- e. Both parties agree to coordinate acknowledgement and thank-you notices for sponsors of the Fourth of July parade.
- f. 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.
- g. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable agreed upon by all partners.
- h. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, 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.
- i. State Immigration Law Requirements. Ind. Code 22-5-1.7-11(a) requires the City to obtain the following from business entities who have employees before it enters into a partnership with those entities:
  - documentation that the business entity has enrolled in and participates in the E-verify program, unless the E-verify program no longer exists; and
  - an affidavit affirming that the business entity does not currently knowingly employ an immigrant who is not authorized to work in the U.S. The affidavit is attached to and incorporated into this Agreement as Appendix A.

**6. Insurance & Indemnity**

DBI agrees to furnish BPRD with a certificate of insurance upon execution of this Partnership Agreement. Partners 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 as an additional insured party, and DBI shall provide Parks with a certificate of insurance prior to the commencement of operations under Agreement/Contract. DBI and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.

Each party agrees to release, hold harmless and forever indemnify the other party and its volunteers, employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes

claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

**7. Notice and Agreement Representatives**

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

DBI:	Bloomington Parks and Recreation:
Talisha Coppock, Executive Director	Becky Higgins, Recreation Services Director
(812)336-3681	(812) 349-3713

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

DBI	Bloomington Parks and Recreation
Talisha Coppock, Executive Director	Bill Ream, Community Events Coordinator
(812) 336-3681	(812) 349-3748

**8. Termination:**

This Agreement may only be terminated by mutual written agreement of all partners.

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

**City of Bloomington**

**Downtown Bloomington, Inc.**

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

\_\_\_\_\_  
Talisha Coppock, Executive Director

**City of Bloomington Parks and Recreation**

\_\_\_\_\_  
Paula McDevitt, Director

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



**APPENDIX A**

STATE OF INDIANA

SS:

COUNTY OF \_\_\_\_\_

**AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)

2. The company named herein that employs the undersigned:

- has contracted with or is seeking to contract with the City of Bloomington to provide services;  
OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United State Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-Verify program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF INDIANA )

) SS:

COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

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



## STAFF REPORT

Agenda Item: A-17  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Amy Shrake, Program/Facility Coordinator  
**DATE:** May 24, 2022  
**SUBJECT:** HFI CONTRACT ADDENDUM – AJB/BANNEKER

### Recommendation

Staff recommends approval of a contract addendum with Harrell-Fish, Inc. for additional funds for the replacement of components with heating and cooling split system at the Allison-Jukebox.

Amount: \$5,000. Funding source: 201-18-184500-5399

### Background

This contract addendum with Harrell-Fish Inc. authorizes an additional \$5,000 to include the replacement of a 26 year old HVAC split system at the Allison-Jukebox. The Department has worked with the Contractor for several years and HFI currently maintains existing systems at the Allison-Jukebox.

RESPECTFULLY SUBMITTED,

*A. Shrake, CTRS*

Amy Shrake, Program/Facility Coordinator

**ADDENDUM TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
HARRELL-FISH, INC.  
FOR MAINTAINANCE AND SERVICE TO ALLISON-JUKEBOX AND BANNEKER**  
(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2022)

WHEREAS, in April 2022 the City of Bloomington Department of Parks and Recreation (the “Department”) and Harrell-Fish Incorporated. (“Contractor”) entered into an Agreement to provide maintenance, repair, adjust and/or replace heating ventilation and cooling components at the Banneker Community Center and Allison-Jukebox Community Center; and

WHEREAS, the Department and Contractor have worked together to identify the need to replace the HVAC split system at the AJB; and

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

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

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

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

**Article 4. COMPENSATION:** To amend the Agreement to reflect an additional charge of five thousand dollars (\$5,000) in addition to the amount authorized in the previous addendums of five thousand dollars (\$5000).

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

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

**CITY OF BLOOMINGTON**

**HARRELL-FISH, INC**

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

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

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

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



## STAFF REPORT

Agenda Item: A-18  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** May 24, 2022  
**SUBJECT:** CONTRACT FOR SERVICES WITH PROFESSIONAL GOLFCAR

### **Recommendation**

Staff recommends approval of the contract for services with Professional Golfcar Corporation. The service agreement is not to exceed \$450 (Community Events- 4<sup>th</sup> of July Parade- 201-18-186507-53730).

### **Background**

The Department will be renting golfcars for the department staff at the Fourth of July Parade on July 4, 2022.

The Department has rented golfcars from Professional Golfcar Corporation for several years and are happy with their equipment and services.

**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

2021-January

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
PROFESSIONAL GOLFCAR**

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

**Article 1. Scope of Services** Contractor shall provide the rental of golf cars for Bloomington Parks and Recreation staff to use during the Fourth of July Parade on Monday, July 4, 2022. The Department shall return the golf cars in the condition in which they were received.

("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 Monday July 4, 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 necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed four hundred fifty dollars (\$450.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington Parks and Recreation, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Golf cars dropped off Friday July 1, 2022

Golf cars picked up Tuesday July, 5, 2022

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

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

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

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

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;

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

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

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington Parks and Recreation, **Attn: Bill Ream, 401 N. Morton St., Suite 250, Bloomington, IN 47402. Contractor:** Professional Golfcar, 255 Robert Curry Drive, Martinsville, IN 46151. 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**

**PROFESSIONAL GOLFCAR**

\_\_\_\_\_  
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.

**Professional Golfcar**

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-19  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erin Hatch  
**DATE:** May 24, 2022  
**SUBJECT:** PARTNERSHIP AGREEMENT WITH MIDDLE WAY HOUSE FOR WRAPPED  
IN LOVE CAMPAIGN

### Recommendation

Staff recommends approval of an agreement with Middle Way House for their usage of City trees as part of their Wrapped in Love campaign.

### Background

Partnership with Middle Way House to continue decoration of various downtown City trees with knit tree sweaters to call attention and support work being done by Middle Way House in regards to domestic violence and sexual assault.

**RESPECTFULLY SUBMITTED,**

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

Erin Hatch, Urban Forester

**AGREEMENT FOR THE USE OF  
CITY OF BLOOMINGTON TREES FOR  
WRAPPED IN LOVE EVENT BY  
MIDDLE WAY HOUSE, INC.**

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

**WHEREAS**, Middle Way House, Inc. located at 401 S. Washington St., Bloomington, Indiana, desires the use of a City trees for its Wrapped in Love fundraising campaign; and

**WHEREAS**, the City supports combatting sexual assault, sexual and domestic violence, and human trafficking and raising awareness of supportive services; and

**WHEREAS**, Middle Way House combats sexual assault, sexual and domestic violence, and human trafficking and raises awareness of supportive services through its Wrapped in Love campaign; and

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

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

- 1. Purpose of the Agreement.** The purpose of the Agreement is for the City to allow Middle Way House, Inc. limited use of up to 55 City trees as part of its Wrapped in Love campaign, which decorates trees around Bloomington in a campaign to raise awareness and funds used for supportive services for survivors of domestic violence, sexual violence, and human trafficking.
- 2. Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until October 31, 2023, unless terminated in accordance with paragraph seven (7).
- 3. Use of City trees.** The City hereby grants Middle Way House, Inc. permission to use City trees as follows:

Middle Way House, Inc. shall be permitted to cover up to 55 specified City trees with knitted yarn sweaters. Middle Way House, Inc. may begin installing the tree sweaters on September 19, 2022, and must have sweaters removed by March 18, 2022. The City of Bloomington retains the ability to request sweaters removed at any time within the aforementioned time window.

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

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

Further, Middle Way House, Inc. agrees to release, hold harmless, and indemnify the City of Bloomington, its Department of Parks and Recreation, and all City of Bloomington and Parks

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

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

**6. Notice and Agreement Representatives**

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

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

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

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

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

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

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

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

**City of Bloomington**

**Middle Way House, Inc.**

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

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

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

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



## STAFF REPORT

Agenda Item: A-20  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Tim Street, Operations and Development Division Director  
**DATE:** May 24, 2022  
**SUBJECT:** PARTNERSHIP AGREEMENT WITH MCCSC FOR THE OPERATION OF  
BROADVIEW PARK PLAYGROUND

### Recommendation

Staff recommends approval of a partnership with Monroe County Community School Corporation (MCCSC) for the continued operation of the Broadview Park Playground. There is no exchange of funds with this partnership agreement.

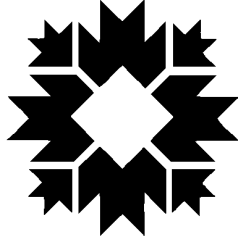
### Background

In 2005, Parks and MCCSC entered into a 15-year partnership agreement for the operation of Broadview Park wherein Parks took responsibility for the operation and maintenance of the playground and MCCSC took responsibility utilities, property, and landscaping/snow removal. This agreement was successful but ended in 2020. This new partnership agreement contains the same responsibilities but extends the partnership to 2030.

**RESPECTFULLY SUBMITTED,**

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

Tim Street, Operations and Development Division Director



**CITY OF BLOOMINGTON  
parks and recreation**

**PARTNERSHIP AGREEMENT  
BROADVIEW PARK FACILITY PARTNERSHIP**

This Agreement is made and entered into this \_\_\_\_\_ day of May, 2022, by and between the Bloomington Parks and Recreation Department (BPRD) and the Monroe County School Corporation (MCCSC).

**WHEREAS**, BPRD, MCCSC and the Broadview Neighborhood Association worked together to establish a neighborhood park and playground at the site of the old Broadview Elementary School in 2005; and,

**WHEREAS**, BPRD and MCCSC desire to continue to partner to provide a neighborhood park and playground at the site of the old Broadview Elementary School; and,

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

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

**1. Purpose of Agreement.**

This agreement outlines a program partnership to continue operation of the neighborhood park at the site of the old Broadview Elementary School for Broadview neighborhood residents and the Bloomington community.

**2. Duration of Agreement.**

This agreement shall be in full force and effect from the date executed until January 1, 2030, unless terminated earlier as provided herein.

**3. Duties of BPRD.**

BPRD agrees to:

- a. Inspect the park site as needed or required on a year-round basis to ensure quality standards are met and maintained for cleanliness and sanitation.

- b. Provide competent maintenance staff, labor, materials, and equipment necessary to perform park maintenance on a year-round basis.
- c. Inspect, and repair or replace as needed, all playground equipment to ensure compliance with ASTM standards and CPSC guidelines for playground safety.
- d. Respond as quickly as possible to incidents requiring immediate repair due to vandalism, graffiti, and related property destruction.
- e. Purchase, install, and maintain all necessary identity, regulatory, and safety signage.
- f. Operate and maintain the drinking fountain.
- g. Provide the services of the City of Bloomington Urban Forester, at no charge to MCCSC, for inspections and maintenance recommendations for existing trees to ensure a safe park environment.
- h. Provide the services of the Operations Superintendent as a contact person between MCCSC and the Bloomington Parks and Recreation Department.
- i. Provide seasonal (April-November) after hours (4pm-1am) patrol of the park.

#### **4. Duties of MCCSC.**

MCCSC agrees to:

- a. Pay utility bills for lighting at the site.
- b. Pay water utility bills for the park drinking fountain.
- c. Take full responsibility for the arboricultural maintenance of existing trees on the site. Remove all hazardous trees and/or limbs when determined to be a hazard to park users by the City's Urban Forester in their sole discretion.
- d. Take full responsibility for site grass mowing and trimming and related landscaping issues.
- e. Take full responsibility for removal of ice and snow from site sidewalks and drives.
- f. Maintain the fence and gate around the park in proper working order.
- g. Report any citizen concerns, reports or problems regarding the facility,

improvements to the facility, services provided by staff or other related issues to BPRD within 24 hours of observation.

## **5. Behavior.**

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

## **6. Insurance.**

MCCSC shall maintain comprehensive general liability insurance, which shall include operations and product liability. Coverage shall be in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and MCCSC shall provide BPRD with a certificate of insurance prior to the commencement of operations under this Agreement. MCCSC and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.

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

## **7. Notice and Agreement Representatives.**

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

MCCSC  
Brad Lucas  
Director of Building Operations  
MCCSC Service Building  
560 E. Miller Dr.  
Bloomington, IN 47401  
812-330-7729 ext. 51185

Bloomington Parks and Recreation  
Tim Street  
Operations Director  
401 N. Morton, Suite 250  
Bloomington, IN 47402  
812-349-3706

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

MCCSC  
Brad Lucas  
Director of Building Operations  
MCCSC Service Building  
560 E. Miller Dr.  
Bloomington, IN 47401  
812-330-7729 ext. 51185

Bloomington Parks and Recreation  
Tim Street  
Operations Director  
401 N. Morton, Suite 250  
Bloomington, IN 47402  
812-349-3706

## **8. Termination.**

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

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

### **BLOOMINGTON PARKS AND RECREATION DEPARTMENT**

### **MONROE COUNTY COMMUNITY SCHOOL CORPORATION**

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Beth Cate, Corporation Counsel  
City of Bloomington

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Brandon Shurr, President  
MCCSC School Board

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Paula McDevitt, Director  
Bloomington Parks and Recreation

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Kathleen Mills, President  
Board of Park Commissioners





## STAFF REPORT

Agenda Item: B-1  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Emily Buuck, Community Relations Coordinator  
**DATE:** May 24, 2022  
**SUBJECT:** BRAVO AWARD – AUDREY HAKANSON, MEGAN KAPP, MORGAN PLUNKETT, RACHEL GINGRICH

### Recommendation

The Bloomington Parks and Recreation Department would like to recognize a group of Indiana University students – Audrey Hakanson, Megan Kapp, Morgan Plunkett, and Rachel Gingrich – with this month's Bravo Award. From the Event Planning and Program Development course, this award is given in recognition of their efforts in regards to planning and executing the 2022 Children's Expo.

### Background

Audrey, Megan, Morgan, and Rachel worked extremely closely with Event Coordinator and Community Events Specialist Haylie Pryson throughout this semester to successfully put on this year's Children's Expo. According to Haylie, these students took the initiative to brainstorm new ideas with the hopes of reaching a more diverse population for the Expo, meeting weekly to discuss ideas and details. They also all took on individual tasks that needed to be accomplished during the Expo itself, overseeing and ensuring that they were successfully carried out, all while supervising other IU and high school volunteers.

These four women were wonderful representatives of Bloomington Parks and Recreation throughout the entire 2022 Children's Expo and we thank them for all of their hard work.

**RESPECTFULLY SUBMITTED,**

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

Emily Buuck, Community Relations Coordinator

2021-January



## STAFF REPORT

Agenda Item: B-3  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Rachel Van Voorhis, Natural Resources Intern  
**DATE:** May 24, 2022  
**SUBJECT:** NATURAL RESOURCES INTERN INTRODUCTION

### Recommendation

Parks and Recreation introduces new Natural Resources Intern, Rachel Van Voorhis. This report is for information only; no action is required.

### Background

Rachel Van Voorhis is a first-year master's student at the Paul H. O'Neill School of Public and Environmental Affairs at Indiana University, pursuing a Master of Public Affairs with a desired concentration in Environmental Policy and Natural Resource Management.

Rachel holds a Bachelor of Arts from Indiana University, where she majored in International Studies and Environmental and Sustainability Studies. She currently works alongside an advisor of the Humanitarian Assistance Project to develop community-based resilience to climate change and humanitarian crises.

Rachel is passionate about sustainable development and climate resilience. She believes support for the world's most vulnerable populations is essential for equitable growth and holistic sustainability. As the Parks and Recreation Natural Resources Intern, she hopes to gain a more thorough understanding of how policies and services affect the local community and explore the challenges of public service.

RESPECTFULLY SUBMITTED,

Rachel Van Voorhis, Natural Resources Intern



## STAFF REPORT

Agenda Item: C-1 Date: 5-18-2022
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Administrator Review\Approval PM
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**TO:** Board of Park Commissioners  
**FROM:** Joanna Sparks, City Landscaper  
**DATE:** May 24, 2022  
**SUBJECT:** ADOPT-A-ROUNABOUT PARTNERSHIP WITH BLOOMINGTON PARKOUR

### **Recommendation**

Staff recommends approval of the Adopt-A-Roundabout partnership with Bloomington Parkour. No funds will be exchanged.

### **Background**

This Adopt-A-Roundabout Partnership with Bloomington Parkour is designed to provide a means of improving, beautifying, and maintaining the roundabout located at the intersection of Winslow Road, High Street & Rogers Road. The roundabout is approximately 100 feet in diameter and is planted with non-invasive flowering plants, grasses and shrubs.

**RESPECTFULLY SUBMITTED,**

Joanna Sparks



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

**Adopt-A-Roundabout Partnership Agreement with Bloomington Parkour**

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

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 three (3) 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:

Bloomington Parkour  
David Frew, Coach and Organizer  
812 361 3084

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:

Bloomington Parkour  
David Frew, Coach and Organizer  
812 361 3084

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 \_\_\_\_\_, 2022

“ADOPTER”;

“CITY”;

“By:

\_\_\_\_\_  
David Frew, Coach and Organizer      Date  
Bloomington Parkour

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

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

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

\_\_\_\_\_  
Adam Wason, Director      Date  
City of Bloomington  
Public Works Department

\_\_\_\_\_  
Kyla Cox Deckard, President      Date  
Board of Public Works

### **Exhibit A**

The roundabout is located at the intersection of **Winslow Road, High Street and Rogers Road**. It is approximately 100 feet in diameter and consists entirely of a mulched landscape bed.



## STAFF REPORT

Agenda Item: C-2 Date: 5-18-2022
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Administrator Review\Approval PM
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**TO:** Board of Park Commissioners  
**FROM:** Joanna Sparks, City Landscaper  
**DATE:** May 24, 2022  
**SUBJECT:** WETLAND MONITORING AT SWITCHYARD PARK (YEAR TWO)

### **Recommendation**

Staff recommends approval of this contract with Eco Logic, LLC for wetland monitoring at Switchyard Park (SYP). Funding source: 200-18-189500-53990. Amount not to exceed \$9,148.00

### **Background**

The construction of Switchyard Park impacted 0.77 acres of existing wetland and 0.059 acres of stream. This has been mitigated by the creation of 1.07 acres of wetland and 293 linear feet of stream enhancement (daylighting of West Branch Clear Creek). This is the area known as the “naturalized wetland and daylighted stream” northeast of the splash pad.

This project was permitted by the US Army Corp of Engineers and the Indiana Department of Environmental Management and requires a monitoring period of 3 – 5 years to ensure that the Success Criteria are met. This includes on site data collection on a semi-annual basis to review native vegetation survival and wetland indicator status, invasive species presence, soil erosion and review of the 293 lineal feet of created stream channel.

Eco Logic successfully fulfilled the requirements of the 2021 SYP wetland monitoring contract with the Parks Department and proposes to prepare the 2022 annual monitoring report for the SYP wetland and stream mitigation.

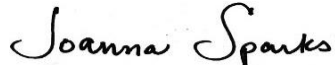


Vegetation success will be monitored using 4 random quadrats and 2 transects in the mitigation area. All required data will be documented as per section 3.0 of the 2018 Bloomington Switchyard Mitigation and Monitoring Plan. All data will be included in the year-end report submitted by December 31st. 2022.

The annual monitoring report shall include an inspection narrative, a description of means and methods used for evaluation, and photographs for each site visit documenting the condition of the mitigation plantings. The Success Criteria will be evaluated for vegetation, soils and hydrology.

Eco Logic will be teaming with Rachele Baker the owner and chief scientist at Little Rivers Consultants to perform the soils and hydrology monitoring requirements. In 2021 a monitoring well was installed in the wetland with two data loggers that download data on site hydrology. Little River Consultants will also be taking soil samples to establish a baseline level of hydric vs non hydric soils to gauge future changes caused by wetland conditions.

**RESPECTFULLY SUBMITTED,**

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

---

Joanna Sparks, City Landscaper

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
ECO LOGIC, LLC  
FOR  
WETLAND MONITORING AT SWITCHYARD PARK (YEAR TWO)**

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

**WITNESSETH:**

WHEREAS, the Department wishes to perform wetland and stream mitigation monitoring at Switchyard Park (SYP); and

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

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

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

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

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nine Thousand One Hundred Forty-Eight Dollars and Zero Cents (\$9,148.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

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

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

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

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

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

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

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify 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	Eco Logic, LLC
Attn: Joanna Sparks	Attn: Spencer Goehl
401 N. Morton, Suite 250	8685 West Vernal Pike
Bloomington, Indiana 47402	Bloomington, IN 47404

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON****ECO LOGIC, LLC**

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Beth Cate, Corporation Counsel

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Spencer Goehl, 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:

Eco Logic will prepare the 2022 annual monitoring report for the Switchyard Park wetland and stream mitigation. This includes on site data collection on a semi-annual basis to review native vegetation survival and wetland indicator status, invasive species presence, soil erosion, and review of the 293 lineal feet of created stream channel.

Vegetation success will be monitored using 4 random quadrats and 2 transects in the mitigation area. Eco Logic will document all required data as per Section 3.0 of the 2018 Bloomington Switchyard Mitigation and Monitoring Plan. All data will be included in the year-end report submitted by December 31st 2022.

The annual monitoring report shall include an inspection narrative, a description of means and methods used for evaluation, and photographs for each site visit documenting the condition of the mitigation plantings. The success criteria will be evaluated for vegetation, soils, and hydrology.

Eco Logic will be teaming with Rachele Baker the owner and chief scientists at Little Rivers Consultants to perform the soils and hydrology monitoring requirements. In 2021 a monitoring well was installed in the wetland with two data loggers to download data on site hydrology. Little River Consultants will also be taking soil samples to establish a baseline level of hydric vs. non hydric soils to gauge future changes caused by wetland conditions.

#### **Proposal Price 2022:**

Monitoring 2022 Total Consulting Costs \$ 8,848.00

Data logger rental for wetland (2) \$ 200.00

Data logger rental for stream (1) \$ 100.00

TOTAL COST \$ 9,148.00



## **EXHIBIT B**

### **“Project Schedule”**

Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

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

**EXHIBIT D**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Eco Logic, LLC**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

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

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

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

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



## STAFF REPORT

Agenda Item: C-3  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erin Hatch, Urban Forester  
**DATE:** May 24, 2022  
**SUBJECT:** ADDENDUM TO THE SERVICE AGREEMENT WITH BLUESTONE TREE  
FOR TREE AND LIMB REMOVAL

### Recommendation

Staff recommends approval of an addendum to the service agreement with Bluestone Tree for tree and limb removal.

Amount: \$45,000 (\$15,000 increase from original service contract)  
Funding Source: 200-18-189503-53990

### Background

The City of Bloomington conducts various tree and limb removal as necessary on City trees, some of these removals require use of a contractor due to difficulty or safety concerns. This year has seen in large amount of removal needs that required contractual services, specifically a large amount of tree removals in difficult to reach locations directly adjacent to homes. In order to continue to address this need as the year progresses, further funding is needed for removals.

**RESPECTFULLY SUBMITTED,**

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

---

Erin Hatch, Urban Forester

**Amendment to Agreement  
With Bluestone Tree, LLC**

This Amendment is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Bloomington Parks and Recreation Department (“BPRD”) and Bluestone Tree, LLC.

**WHEREAS**, in January 2022 BPRD and Bluestone Tree, LLC., entered into a certain *Agreement Between City of Bloomington Parks and Recreation Department and Bluestone Tree, LLC.* (the “Agreement”); and

**WHEREAS**, due to an increased need in contractual tree and limb removal services; and

**WHEREAS**, BPRD and Bluestone Tree, LLC. wish to amend the compensation listed in Article 4 of the Agreement; and

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

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

1. Article 4 of the Agreement shall be deleted and rewritten as follows:
  - a. **Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed forty five thousand dollars and no cents (\$ 45,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Erin Hatch, Urban Forester, 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.
2. All original terms of the Agreement not expressly modified herein will remain in full force and effect.

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

BLOOMINGTON PARKS AND  
RECREATION DEPARTMENT

BLUESTONE TREE, LLC.

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

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Paula McDevitt, Parks Director

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



## STAFF REPORT

Agenda Item: C-4 Date: 5-18-2022
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Administrator Review\Approval PM
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**TO:** Board of Park Commissioners  
**FROM:** Holly Warren, Assistant Director for the Arts, Economic and Sustainable Development  
**DATE:** May 24, 2022  
**SUBJECT:** RENEWAL OF CITY CONTRACT WITH BUSKIRK CHUMLEY THEATER MANAGEMENT

### **Recommendation**

Staff recommends approval to renew the City's Contract with the Buskirk Chumley Theater Management to manage the Buskirk Chumley Theater from January 1, 2022 through December 31, 2024.

### **Background**

The City of Bloomington first entered into an annual contract with Buskirk Chumley Theater Management in 2001. This contract, which obliges Buskirk-Chumley Theater Management to run all programmatic operations of the Buskirk-Chumley Theater and to maintain repairs to all the interior of the facility and its equipment has been renewed on an annual basis since this time. This year, we recommend extending the length of the contract from one to three years. We also recommend that any money pledged to the Buskirk Chumley through its centennial campaign (June 1, 2022 - May 31, 2023) remains with BCTM if its contract with the City is dissolved under any circumstances.

**RESPECTFULLY SUBMITTED,**

Holly Warren, Assistant Director for the Arts, Economic and Sustainable Development

2021-January



## **BUSKIRK-CHUMLEY THEATER MANAGEMENT AGREEMENT**

This Agreement, made and entered into this \_\_\_\_ day of April, 2022, by and between the City of Bloomington, Indiana (“City”) by its Mayor, Board of Park Commissioners (“Parks Board”), and Redevelopment Commission (“Commission”) and BCT Management, Inc., an Indiana non-profit corporation (“BCTM”).

### **WITNESSETH:**

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

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

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

WHEREAS, the previous Management Agreement between the City and BCTM expired on December 31, 2021; and

WHEREAS, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of January 1, 2022 through December 31, 2024, with the intent to continue the parties’ successful relationship into the future; and

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

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

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

## **1. PURPOSE OF AGREEMENT**

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

## **2. DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2022, to December 31, 2024, unless early termination occurs as described in paragraph 6(j), below.

## **3. FUNDING**

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

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

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

## **4. BCTM**

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

### **a. Programming:**

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



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

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

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

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

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

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

**c. Sale of Alcoholic Beverages:**

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

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

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

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

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

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

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

- iii. BCTM shall provide a copy of its timely filed IRS Form 990, Return of Organization Exempt from Income Tax Form. The Form 990 shall be provided to the City within thirty (30) days of when it is filed with the Internal Revenue Service.
- iv. BCTM will remain compliant with all returns and payments associated with all applicable taxes—including payroll taxes. BCTM will provide the City with a copy of all returns filed with and payments made to all taxing entities within thirty (30) days of filing and payment.
- v. BCTM shall provide a copy of all filings with the Indiana Secretary of State's Office. These filings shall be provided to the City within thirty (30) days of when they are filed with the Indiana Secretary of State's Office.
- vi. The City shall set a meeting after April 15 and prior to May 30 of each year for BCTM to present the previous year's annual report to the Director of the City's Economic and Sustainable Development Department and to respond to questions. BCTM shall designate at least one voting member of its Board and one staff member to present the report during the City's meeting.
- vii. During the year and in addition to the annual report, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events.
- viii. The City may, upon one (1) week's notice, inspect the BCT's books and records maintained by BCTM.
- ix. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at anytime for any reason.
- x. BCTM shall provide BCT participation data to the City on a quarterly basis to the City no more than fifteen days after the end of each quarter. This data will be used in the Bloomington Parks and Recreation annual report.
- xi. BCTM goals for the following year will be submitted to the City by July 1 following the City's format for annual goals.
- xii. The City shall set a partnership evaluation meeting after September 1, 2024, and prior to November 1, 2024, to evaluate the partnership and prepare an extension or replacement partnership agreement for City approvals in December 2024.
- xiii. Any funds pledged to the BCTM as part of the centennial celebration from June 1, 2022, through May 31, 2023 shall remain with the BCTM through termination and not be subject to surrender and conveyance upon termination as outlined in Section 6(j). The BCTM shall provide an accounting of centennial funds pledged and raised to the City by June 1, 2025, which shall be attached to this agreement as Exhibit E.

**f. Inventory List and Disposal of Surplus Property:**

- i. BCTM shall provide an updated inventory of all equipment and furnishings to the City on or before December 31 of each year. The inventory shall include the funding source or sources for all equipment and furnishings purchased. At the end of this Agreement, prior to renewal, the City shall, at its own discretion, be permitted to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets that BCTM had not previously reported to the City as the subject of theft or third-party damage or that was not subject to replacement by the City pursuant to Exhibit A, Section 2.
- ii. Any non-fixed BCT assets acquired by BCTM through purchase of its own funds or received via in-kind contribution will be the property of BCTM.
- iii. BCTM shall inform the City when it desires to dispose of surplus City property (“Surplus Property”) in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute and the City’s Financial Policies Manual (including the Controller and Corporation Counsel’s review of the request, and the submission of the request to the appropriate board). Revenue generated by the sale of Surplus Property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

**5. CITY OF BLOOMINGTON**

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

**a. Programming and Premises:**

- i. The City’s one (1) non-voting representative will serve on the BCTM Board of Directors.
- ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM’s use of the BCT and ability to manage and promote events at the BCT.
- iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.
- iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in Exhibit B.

- v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made in the City's discretion.
- vi. The City shall be responsible for maintenance and repair of the building and the marquee as detailed in Exhibit A, Section 2 of this Agreement.
- vii. The City shall be responsible for addressing BCTM requests to the City for Tax Increment Funding, as detailed in paragraph 5.b.ii of this Agreement, in a timely manner.
- viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary beyond otherwise required repair and maintenance of the Premises, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.
- ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.
- x. The City shall have the right to use the BCT, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with BCTM in advance. A day of use is defined as the time between 8:00 a.m. and 12:00 a.m. (midnight) on the day of the rental. Additional hours may be added to a day of use with BCTM approval.

**b. Payments:**

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

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

**a. ASSIGNMENT AND LEASING:**

- i. BCTM may not assign this Agreement or its obligations under this Agreement.
- ii. Upon the termination of this Agreement, whether such termination shall occur by expiration of the term or in any other manner whatsoever, BCTM agrees to surrender immediate possession of the BCT Premises in the same condition of cleanliness, repair, and sightliness as of the first day of possession under its first Management Agreement, and agrees to clean the BCT Premises thoroughly or, if BCTM should fail to clean the premises thoroughly, to pay the City for the cleaning necessary to restore the premises to such condition, loss by fire or by the elements and reasonable wear and tear excepted. If BCTM shall remain in possession of all or any part of the BCT Premises after expiration of the term of this Agreement, with the consent of the City, then this Agreement shall continue in effect from month-to-month until terminated in writing by either party.

- iii. BCTM shall have the right to lease or subcontract for management of the western portion of the storefront retail space on Kirkwood Avenue, as provided in this Agreement. Such lease or subcontract shall be subject to the prior consent of the City, but such consent shall not be unreasonably withheld. BCTM acknowledges that a lease of the western portions of the storefront retail space is subject to statutory requirements regarding leasing of municipally-owned property, and includes a duty to get reimbursed for any property taxes associated with such a lease or subcontract, and the terms of and method of procuring any such lease or subcontract must be approved by the Mayor or his designee. Any and all revenues received by BCTM from the management or rental of the western portion of the storefront retail space shall be applied to offset associated costs of management and maintenance of the BCT.

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

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

#### **b. INDEMNIFICATION AND RELEASE**

- i. BCTM shall indemnify, defend, and hold the City harmless from any contractual claim, demand, action, liability, or responsibility arising directly or indirectly from its management, operation, occupancy, use, or possession of the BCT under this Agreement. BCTM shall indemnify, defend and hold the City harmless from and against any claim, demand, liability, proceeding, damages, loss, and costs, including attorney's fees, arising from personal injury, death, or property damage connected, directly or indirectly, with this Agreement or BCTM's occupancy, control, or use of the BCT Premises and personal property, including without limitation, any liability that the City might have to any person, including BCTM and any lessee, and/or its employees and invitees, in or about the BCT Premises with the consent, license, or invitation, express or implied, of BCTM or any lessee. BCTM agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to its Alcoholic Beverages permit, including, without limitation, any penalties for violations of the permit or its requirements.
- ii. If the City shall, without fault, become a party to litigation commenced by or against BCTM, then BCTM shall indemnify and hold the City harmless from such litigation. The indemnification provided in this paragraph shall include the City's attorney's fees and costs in connection with any such claim, action, or proceedings. BCTM does hereby release the City from all liability for any accident, damage, or injury caused to person or property on or about the BCT Premises. The City shall remain liable for its own gross negligence and the gross



negligence of its agents and employees, and in such case, the indemnification, hold harmless, and release provisions provided herein shall not apply.

- c. **Risk of Loss:** In the event that the BCT Premises sustains damage of any nature, any and all property insurance proceeds arising from the loss shall be applied to restore the BCT Premises. In the event that the BCT Premises are destroyed and cannot be restored within one hundred eighty (180) days, then this Agreement may be terminated by either party without further obligation. All property of BCTM, its agents and employees, kept, stored or maintained within the BCT Premises shall be at BCTM's exclusive risk.
- d. **E-Verify:** Pursuant to Indiana Code § 22-5-1.7-11(a) BCTM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BCTM is not required to continue this verification if the E-Verify program no longer exists. BCTM shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit C.
- e. **Nuisance:** BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.
- f. **Firearms Policy:** Pursuant to Indiana Code § 35-47-11.1-4(10), BCTM may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. BCTM has developed such a policy for its activities, which is incorporated into this Agreement as Exhibit D.
- g. **Non-Waiver:** Failure on the part of either the City or BCTM to exercise any right or remedy under this Agreement shall not constitute a waiver thereof as to any default or future default or breach by the other party. No waiver of any default shall be effective unless in writing.
- h. **Insurance:** BCTM shall, at its own expense during the term of this Agreement, maintain in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, General Liability Insurance, in an amount and with an insurance company approved by City, against claims of bodily injury, death, or damage to the property of third parties occurring in or about the BCT premises. The minimum limits of liability of such General Liability Insurance shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage/fire legal liability. BCTM shall, at its own expense during the term of this Agreement, maintain and keep in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, Fire and Extended Casualty Insurance coverage upon those contents, furnishings, and personal property owned or maintained by BCTM, as indicated in this Agreement or otherwise. BCTM shall provide the City with an All Risk/Special

Form regarding such contents, furnishings and personal property. BCTM shall maintain Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. BCTM shall provide to the City certificates of insurance evidencing the insurance required pursuant to this paragraph. All policies of insurance on which the City is named as additional insured shall require that the City be provided a minimum of thirty (30) days' notice in writing of any intended cancellation.

In addition, BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance with an insurance agency approved by the City. BCTM's liquor liability insurance shall name the City as an additional insured. BCTM shall maintain liquor liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Additionally, BCTM's liquor liability insurance policy shall require that the City be provided at least thirty (30) days' notice in writing of any intended cancellation. BCTM shall provide the City with insurance certificates evidencing the required liquor liability coverage.

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

To City:

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

To BCTM:

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

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

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

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

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

fundraising of the BCT, which shall be used by the City exclusively for reinvestment in the BCT, or to procure a new management company to operate the BCT.

**k. Default:**

- i. **By City:** If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to the City by BCTM by Certified Mail Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.
  - ii. **By BCTM:** If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to BCTM by the City by Certified Mail, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement. BCTM shall not be considered in default under this Agreement if it is temporarily unable to maintain operations or otherwise provide programming as a result of circumstances beyond its control making performance inadvisable, commercially impracticable, illegal, or impossible, expressly including as a result of a public health crisis, war or insurrection, or natural disaster.
- l. Successors:** The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- m. Severability:** If any part of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of this agreement shall remain in full force and effect
- n. Choice of Law and Venue:** This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. The venue for any legal proceeding instituted under this Agreement shall be Monroe County, Indiana.
- o. Non-Discrimination:** BCTM shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. BCTM understands that the City of Bloomington prohibits its

employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If BCTM believes that a City employee engaged in such conduct towards BCTM and/or any of its employees, BCTM or its employees may file a complaint with the City department head in charge of BCTM'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. However, nothing in this provision shall preclude BCTM from administering and having exclusive decision making authority over events, programs, or contracts on any other basis not prohibited by this Agreement, Bloomington Ordinance 2.21.020, and all other federal, state and local laws and regulations governing non-discrimination.

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

**CITY OF BLOOMINGTON, INDIANA**

**BCT MANAGEMENT, INC.**

By: \_\_\_\_\_  
Alex Crowley, Director  
Economic & Sustainable Development

By: \_\_\_\_\_  
Sara Laughlin, President

By: \_\_\_\_\_  
Beth Cate, Corporation Counsel

**REDEVELOPMENT COMMISSION**

**BOARD OF PARK COMMISSIONERS**

By: \_\_\_\_\_  
Cindy Kinnarney, President

By: \_\_\_\_\_  
Kathleen Mills, President

**BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_  
Kyla Cox Deckard, President

## **EXHIBIT A**

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

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

**2. The City of Bloomington shall be responsible for:**

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

## **EXHIBIT B**

[BCT Equipment and Facility Item List as of December 18, 2022.](#)

[Printed PDF File to be Included with Final Contract]

## EXHIBIT C

STATE OF INDIANA       )  
                                      )  
COUNTY OF MONROE    )

### E-VERIFY AFFIDAVIT

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

STATE OF INDIANA       )  
                                      )  
COUNTY OF MONROE    )

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

\_\_\_\_\_  
Signature of Notary Public

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

County of Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT D**

### **BCTM Firearms Policy**

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





## STAFF REPORT

Agenda Item: C-5  
Date: 5/18/2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** May 24, 2022  
**SUBJECT:** CONTRACT WITH RUNDELL ERNSTBERGER & ASSOCIATES FOR TWO GATEWAY PROJECTS

### **Recommendation**

Staff recommends approval of contract with Rundell Ernstberger & Associates (REA) for two gateway projects. The funding is through the Bicentennial Bond: 980-18-18018C-54510 Project Code: 980-2020D with an amount not to exceed \$133,925.

### **Background**

REA was contracted in 2019 and provided the COB with conceptual designs for 4 (four) gateway sites. One site was eliminated from the project scope as it involved private property. The remaining 3 (three) sites were over budget. The entire project was delayed in 2020 due to COVID-19.

The Department and Administration have re-engaged this project moving forward with 2 (two) gateway locations, with scaled back design, in order to remain in budget. The contract is for the design and oversight of implementation for two (2) gateway projects, Miller-Showers Park and the Arlington bridge.

**RESPECTFULLY SUBMITTED,**

Paula McDevitt, Administrator

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
RUNDELL ERNSTBERGER ASSOCIATES  
FOR  
BICENTENNIAL GATEWAYS**

This Agreement, entered into on this 24<sup>th</sup> day of May, 2022, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Rundell Ernstberger Associates - REA (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to develop gateways to the City at two locations identified as major entrances into the City as part of the 2018 Bicentennial Bond Projects: and

WHEREASE, the Department requires the services of a professional Contractor in order to design and oversee implementation of the two gateways based on concept designs prepared by REA in April 2020; 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 Services”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 13, 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 Paula McDevitt, 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 Hundred Thirty Three Thousand Nine Hundred Twenty Five dollars (\$133,925.00). 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 a monthly invoice to the Department representing the percentage complete for services described in Article 1. The invoice shall be sent to:

Paula McDevitt  
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. Department 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, the Department and the Contractor cannot and do 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	Rundell Ernstberger Associates, Inc.
Attn: Paula McDevitt	Attn: Kevin Osburn, PLA, ASLA
401 N. Morton, Suite 250	618 E. Market Street
Bloomington, Indiana 47402	Indianapolis, IN

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**

**RUNDELL ERNSTBERGER ASSOCIATES**

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

\_\_\_\_\_  
Kevin Osburn, PLA, ASLA, President

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

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

## **EXHIBIT A**

### **“Scope of Services”**

The Services shall include the following:

#### **SCOPE OF SERVICES**

Based on the above understanding of the project, we propose the following scope of services to accomplish the project goals:

1. Kick Off Meeting: REA will meet with Parks Department project leaders to review the scope, goals, work plan, deliverables, and schedule. REA will gather and compile information from the City to update project base plans and gain a thorough understanding of current, planned and future projects or initiatives which may impact the RAB and gateway development.
2. Topographic Survey: Topographic survey of each project area will be provided by BRCJ. The survey will include the delineation and location of all existing surface improvements, above and below ground utilities, and existing grades. BRCJ will locate all public and private utilities in the project area and confirm property/right-of-way boundary as needed.
3. Geotechnical Study: A geotechnical investigation for the purpose of determining soil characteristics for pavement and foundation design, to determine approximate depth of rock, and to identify potential problems with in-situ soils will be provided by Alt & Witzig for the gateway locations. We anticipate the geotechnical report will include a preparation of boring logs and coring records, a summary report of results, and recommendations for pavement and foundation design.
4. Base Plan/Data Collection: Utilizing the survey and base information gathered from the City, REA will prepare a base plan to be used for our design services. REA will visit each project site to photograph and document existing site conditions.
5. Schematic Design (30% Design): REA will utilize the previously completed Concept Design Study and subsequent feedback from the City to develop the Schematic Design documents for the project that will develop the overall gateway layout, define the form and character of the gateway design and features, and illustrate the scale and relationship of the project components. Schematic design will include refinement of the original concepts and design components identified in the Concept Design Study and identification and confirmation of infrastructure needs (power, lighting, etc.). Information and feedback collected during coordination with the City will be integrated into the schematic design. Deliverables are anticipated to include a final schematic plan, section, sketches, and an updated preliminary construction cost opinion for each gateway.

We will participate in one (1) design check-in/review meeting with the City and INDOT to receive INDOT's comments on the proposed schematic design for Arlington Bridge gateway. We anticipate two (2) coordination meetings with the City during this stage to be conducted via video conference (VC) for review of design progress and receipt of Schematic Design approval to proceed with Design Development.



6. Design Development (60% Design): Upon approval of the Schematic Design documents, REA will prepare Design Development documents to include preliminary demolition/site clearing, layout, grading, erosion control, landscape, irrigation, electric/lighting and structural plans, detailing of gateway components and materials, and construction details. Design Development will include review of material samples and selection of final materials, colors, and gateway components. REA will also prepare a table of contents for anticipated technical specifications and an updated cost opinion. Services will include coordination with a Structural Engineer to review and analyze proposed design solution for the Arlington

Bridge gateway; design development-level structural plans and details will be prepared on an as-needed basis. REA will submit Design Development documents to the City for review. We will participate in one (1) design check-in/review meeting with the City and INDOT to receive INDOT's comments on the design development plans for Arlington Bridge gateway. We anticipate two (2) VC design progress meetings with the City during this stage and one (1) VC meeting to review final Design Development documents and receive approval to proceed with Construction Documents.

7. Construction Documents (95% Design & Final Plans): Upon approval of the Design Development documents by the City, REA will prepare a final construction document package to include construction drawings and specifications. The construction drawings will include final demolition/site clearing, layout, grading, erosion control, landscape, irrigation, electric/lighting and structural plans, detailing of gateway components and materials, construction details, and structural plans and details (as needed). Technical specifications for the project components will be prepared; the City will provide standard front-end documents for bidding. REA will prepare a final site construction cost estimate reflective of final value engineering and alternate bid items. We anticipate no more than two (2) bid alternates to be included. We will participate in one (1) design check-in/review meeting with the City and INDOT to receive INDOT's comments on the 50% complete construction documents for Arlington Bridge gateway. We anticipate two (2) VC design progress meetings with the City at 50% and 95% complete levels to review final construction documents and receive approval to proceed with submittal of final bid documents. Upon approval of the 95% set of construction documents, REA will proceed with the preparation of final plans, details, technical specifications, and estimates required for bidding of the project. REA will provide one set of electronic bid documents to the City. REA's services include the preparation of documentation for a single (1) bid package.

8. Permitting: As the proposed area of site disturbance for each gateway location is expected be under 0.50 acres, we do not anticipate the need to submit an IDEM Rule 5 stormwater pollution prevention plan (SWPPP). Furthermore, we do not anticipate the need for any other permitting as part of the design services.

9. Bidding: REA will assist the City in bidding of the project. REA will participate in the pre-bid meeting anticipated to be conducted via video conference (VC). During the bidding process, REA will address contractor questions, prepare addenda, and issue clarifications as necessary. REA will assist the City in reviewing bids and prepare a bid recommendation letter to the City.

10. Construction Administration: Once a construction contract has been awarded, REA and our team members will provide limited construction administration services. REA will attend the pre-construction meeting. During construction, REA will attend construction progress meetings

and conduct site visits (anticipated not to exceed a total of ten (10) combined progress meetings/site visits). Site visits will include observation of construction activities and preparation of a brief report to be submitted to the City. REA will review shop drawings, submittals, and respond to RFI's / ASI's as needed. REA will participate in a final walkthrough inspection and prepare a substantial completion punch list.

## **EXHIBIT B**

### **“Project Schedule”**

#### **SCHEDULE**

We understand the City seeks to complete design and bid the project by the end of 2022 and complete construction in 2023. Based on this timeline, we anticipate the following preliminary schedule for completion of services, dependent upon client, city, and agency review time:

<b>Task</b>	<b>Completion</b>
Notice to Proceed (anticipated)	June 1, 2022
Topographic Survey (assumed complete)	June 30, 2022
Schematic Design	August 12, 2022
Design Development	September 30, 2022
Construction Documents	November 18, 2022
Bidding	December 23, 2022
Construction Start	February 6, 2023
Construction administration (assumed 8 months)	October 13, 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.

**Rundell Ernstberger Associates, 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-6  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Aaron Craig, Golf Facilities Manager  
**DATE:** May 24, 2022  
**SUBJECT:** PARKING LOT LIGHTING AT CASCADES GOLF COURSE

### **Recommendation**

Staff recommends approval of this contract with Woods Electrical Contractors Inc. The project is not to exceed \$5,480 for the provision and installation of two 15 foot light poles for the parking lot. Funding: General Obligation Bond Interest from: Series A – 977-18-18016a-54510  
Project Code: 977 2022a

### **Background**

Staff and patrons of the golf course would like to see improved lighting in the dark areas of parking lot for added safety and security. This request is the result of an increase in usage of the clubhouse beyond daylight hours.

**RESPECTFULLY SUBMITTED,**

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

Aaron Craig, Golf Facilities Manager

**AGREEMENT BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
WOODS ELECTRICAL CONTRACTORS INC.  
FOR  
CASCADES PARKING LOT LIGHTING**

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

**WITNESSETH:**

WHEREAS, the Department wishes to add parking lot lighting to Cascades Golf Course parking lot; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform installation of lights at Cascades Golf Course parking lot (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 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 Aaron Craig, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

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

The Department shall pay Contractor for all fees and expenses in an amount not to exceed five thousand four hundred and eighty dollars (\$5,480.00). 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:

Aaron Craig  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

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

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

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

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

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

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

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

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



**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Contractor:**

City of Bloomington	Woods Electrical Contractors Inc.
Attn: Aaron Craig	Attn: Roger Woods
401 N. Morton, Suite 250	4180 N. Starnes Road
Bloomington, Indiana 47402	Bloomington, IN 47404

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**WOODS ELECTRICAL CONTRACTORS INC**

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

\_\_\_\_\_  
Roger Woods, 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: Provision and installation of two 15 foot decorative 100-watt LED Light Poles in grass area of parking lot. Power for Light Poles will come from existing wiring that was installed for future car charger. To be controlled by photocell for dusk to dawn operation.

## **EXHIBIT B**

### **“Project Schedule”**

Project to take 1-2 days for installation. Completed project by July 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.

**Woods Electrical Contractors 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-7  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Leslie Brinson, Community Events Manager  
**DATE:** May 24, 2022  
**SUBJECT:** SERVICE AGREEMENT WITH CHEF FOR HIRE, INC

### Recommendation

Staff recommends approval of a mid-level services agreement with Chef for Hire, Inc. for the 2022 Banneker Camp summer program.

### Background

The Banneker Community Center would once again like to enter into a contract for services with Chef for Hire Inc. to support the Banneker Camp summer program. The Indianapolis based company provides vended, pre-packaged meals that meet USDA Summer Food Service Program requirements for 70-80 participants daily during the Banneker Camp summer program. These meals are scheduled and delivered twice per week. As part of the USDA Summer Food Service Program, Banneker is reimbursed for every meal that is served, and Banneker staff order meals from Chef for Hire weekly in accordance with participation numbers. This is to reduce the amount of excess meals delivered that cannot be reimbursed through the USDA. Banneker has worked with Chef for Hire for several years and would like to continue to do so in 2022. This funding comes from the yet to be created NR grant line for USDA 2022.

**RESPECTFULLY SUBMITTED,**

Leslie Brinson, Community Events Manager

2021-January

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
CHEF FOR HIRE  
FOR  
BANNEKER SUMMER FOOD SERVICE PROGRAM**

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

**WITNESSETH:**

WHEREAS, the Department wishes to vend meals for the Summer Food Service Program; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the procurement of meals to follow USDA guidelines (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 25, 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 Cassia LeBron-Williams, Facility Coordinator as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty thousand five hundred dollars (\$20,500). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Cassia LeBron-Williams  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

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

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

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

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

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

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

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

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

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

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

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

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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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		Chef for Hire, Inc
Attn: Cassia LeBron-Williams		Attn: Monty Degenhardt
401 N. Morton, Suite 250		PO Box 44156
Bloomington, Indiana 47402		Indianapolis, Indiana 46244

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**

**CHEF FOR HIRE, INC.**

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

\_\_\_\_\_  
Monty Degenhardt, 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:

**-Chef for Hire will produce, package, and deliver breakfast and lunch meals to the Banneker Community Center twice per week**

**-They will produce package meals to the standards of the USDA Summer Food Service Program for which the Banneker Community Center complies**

**-Chef for Hire will receive order number needed from Banneker Center and supply the appropriate amount twice per week**

**-Chef for Hire will send itemized menu list for each deliver for record keeping to be done in accordance with USDA guidelines**

**-Chef for Hire will ensure that each food item has not met its expiration date, and will reimburse funds associated with items that have arrived spoiled**



## **EXHIBIT B**

### **“Project Schedule”**

Meals will be delivered prior to the start of Banneker Camp the week of May 31<sup>st</sup>.

Each week of programming from May 31- July 22, meals will be produced and delivered twice per week

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.

**Chef for Hire, Inc**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

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

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

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

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



## STAFF REPORT

Agenda Item: C-8  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Julie Ramey, Community Relations Manager  
**DATE:** May 24, 2022  
**SUBJECT:** NAME, IMAGE, AND LIKENESS (NIL) USE AGREEMENT WITH INDIANA UNIVERSITY ATHLETES ANTHONY LEAL AND CHLOE MOORE-MCNEIL

### **Recommendation**

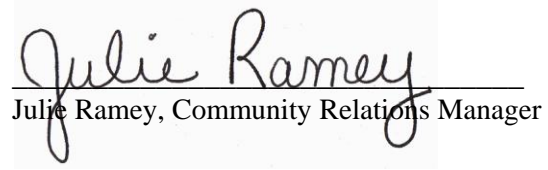
Staff recommends approval of the Name, Image and Likeness (NIL) Agreements with Anthony Leal and Chloe Moore-McNeil to include compensation of \$1,500 per athlete. Funding source: 200-18-181100-53320

### **Background**

The National Collegiate Athletic Association (NCAA) in July 2021 began allowing NCAA college athletes the opportunity to benefit from the use of their names, images, and likenesses without violating NCAA policies. The Department selected two IU basketball players, one each from the men's and women's teams, whose demonstrated hard work, sportsmanship, and character on and off the court reflect the Department's values for its Bloomington Youth Basketball league. To support student athletes in basketball-loving Bloomington, to encourage young players to identify role models in their chosen sports, and to leverage marketing efforts for fall and winter sports and recreation programs, the Department worked with the athlete's representative to craft mutually beneficial agreements that will compensate each athlete for the use of their name, image, and likeness on the cover of the Fall/Winter 2022 Program Guide and in promotional materials for Bloomington Youth Basketball league registrations, and in marketing campaigns to increase the rental use of court space at the Twin Lakes Recreation Center. The agreement includes a photo shoot at the TLRC with Bloomington Youth Basketball players, and the use of each athlete's NIL from October 1 through December 31, 2022.

The NIL agreement was developed with all current NCAA and Indiana University rules and guidelines, and has been thoroughly reviewed for compliance.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, reading "Julie Ramey", is written over a horizontal line. The signature is cursive and fluid. Below the line, the text "Julie Ramey, Community Relations Manager" is printed in a standard black font.

Julie Ramey, Community Relations Manager

**2022 CITY OF BLOOMINGTON, INDIANA**  
**NAME IMAGE AND LIKENESS AGREEMENT**

This Agreement (“Agreement”) is made between The City of Bloomington, Indiana (“COB”), an Indiana corporation with offices at 401 North Morton Street, Suite 250, Bloomington, Indiana 47404 and Anthony Leal at 526 W. Pargrave Place, Bloomington, IN 47403 (“Endorser”).

**1. SERVICES**

During the Term, COB engages Endorser to perform and hereby agree to provide the following Services and identified deliverables (collectively, “Services”) in connection with the promotion of certain COB community initiatives (collectively, “Initiatives”) on behalf of COB.

- a. License to use Endorser Name, Image and Likeness subject to all terms and conditions of this Agreement within the Agreement Territory in connection with the marketing, advertisement and promotion of COB Initiatives during the Term.
  - i. Endorser represents and warrants that he is the owner, free and clear, of all rights licensed to COB in this Agreement and has the legal capacity, power and authority to grant the rights and licenses contained in this Agreement. In addition, Endorser expressly warrants that he has neither assigned nor previously granted any license of any endorsement rights in conflict with the licenses granted to COB hereunder. In return for said warranty, COB recognizes the validity of Endorser’s property interest in the Endorser’s Name, Image and Likeness and agrees not to challenge the validity of said interest either during the Term of this Agreement or after its expiration or termination.
- b. Endorser will complete a one (1) hour photo shoot on a mutually agreed upon location, day and time in June, 2022. This one (1) hour photo shoot will be utilized to capture still and action photography/images with one or more youth players from the COB Parks and Recreation Department’s Bloomington Youth Basketball League. COB will have the rights to use all Endorser approved images from the one (1) hour photo shoot throughout the Term to promote and market Endorser approved COB Initiatives.
- c. Endorser is responsible and will submit any and all forms, confirm approval, and be fully compliant with Indiana University, NCAA, and any state or regional rules and laws regarding Name, Image and Likeness.
- d. Endorser will perform the Services hereunder on his own time, and under his own control or direction; *provided, however*, Endorser agrees to: (i) follow all instructions and guidelines provided by COB; (ii) comply with COB’s requests; and (iii) comply with all applicable federal, foreign, international, state, local or other laws, rules or regulations (“Applicable Law”).

**2. SCHEDULE & APPROVALS**

- a. Endorser acknowledges and agrees that time is of the essence for this Agreement. Endorser agrees to abide by the approval process set forth in this Agreement. COB, from time to time,

may change the schedules to mutually approved dates and times (Endorser will not unreasonably withhold or delay the approval of any changes requested by COB), and Endorser shall make reasonable accommodations to meet such modified schedule(s).

- b. All COB created materials featuring Endorser must be reviewed and approved by Endorser prior to distribution into the marketplace. Endorser will use reasonable efforts to provide approvals within three (3) business days and agrees to not unreasonably withhold approval. If approval from Endorser is not granted to COB, edits to non-approved materials will be made until approved by Endorser.
- c. COB acknowledges that all materials featuring Endorser shall be deemed not approved until COB's receipt of written approval notice from Endorser or his designated representative(s).

### **3. COMPENSATION AND EXPENSES.**

- a. In full and complete consideration of Endorser's performance under this Agreement and provision of all defined Services, COB will compensate Endorser one-thousand, five-hundred dollars (\$1,500) to be paid on or before June 30, 2022.
- b. Endorser understands and agrees that the foregoing compensation is the sole compensation to be paid to Endorser for the Services provided by Endorser hereunder.
- c. COB agrees to pay Endorser for any identified and approved expenses (i.e. parking, travel, etc.) related to Endorser's delivery and fulfillment of the Services.

### **4. TERM, TERMINATION AND TERRITORY**

- a. The Term of this Agreement shall commence upon contract approval and signature by both parties ("Effective Date"). This Agreement shall continue through December 31, 2022, unless earlier terminated in accordance with the terms hereof (the "Term"). COB may terminate this Agreement at any time, without cause. COB may terminate this Agreement immediately for any breach of this Agreement by Endorser that has not been corrected/cured (if possible) to COB's satisfaction within five (5) business days' notice of breach from COB.
- b. If, prior to or at any time during the Term, Endorser or any associated parties (1) are charged with or have committed a crime; (2) engage in any actions involving moral turpitude or which may bring COB under ridicule, contempt, scandal, public disrepute, or which shock, insult, or offend the people of this nation or any class or group thereof or reflects unfavorably upon COB, or which in the judgment of COB is or may be detrimental to COB; or (3) make any statement, gesture or non-verbal act broadcast publicly or that becomes known to the general public which is generally interpreted to discourage use of COB Initiatives or disparages COB or COB Initiatives or services, then COB, in its sole judgment, may terminate this Agreement by written notice to Endorser. Without limitation to the foregoing, Endorser should not depict COB or any COB Initiatives in a manner that is inconsistent with the COB's instructions or in a manner that could reasonably be perceived as negative, derogatory or detrimental to COB brands, name, reputation or trademarks.
- c. **Territory.** The territory of this Agreement (the "Agreement Territory") is the State of Indiana.

## **5. INTELLECTUAL PROPERTY**

- a. License to COB Materials
  - i. Endorser agrees and acknowledges that COB owns all right, title, and interest to COB Materials, including, but not limited to, ideas, slogans, trademarks, plans, advertising and promotional materials and any other materials provided by COB to Endorser under this Agreement.
- b. License to Endorser Content
  - i. License. Endorser hereby grants to COB, a non-exclusive, irrevocable, world-wide, fully paid, royalty free, transferable license during the Term to use, copy, modify, distribute, display, publish, exploit and otherwise use any and all such mutually agreed-upon content or materials provided in connection with the Services and any portion of the same, alone or in combination with any other item, without any attribution, reports, royalties, fees or any other payments or accounting to Endorser.
  - ii. Assistance. Endorser shall assist and cooperate with COB during the Term of this Agreement, in the operation, exercise, procurement and/or maintenance of COB's rights in the Endorser Content and to execute, when requested, and without any additional charge to Client, any other documents deemed necessary by COB to assist COB's exercise of its license rights and otherwise carry out the purpose of this Agreement.
  - iii. Materials Approval and Execution of Documents. In the event COB is unable for any reason, after reasonable effort, to secure a Materials Approval or Endorser signature on any Materials and/or document needed in connection with the actions specified above, Endorser hereby irrevocably designates and appoints Sam Riber and Phillip King as Endorser's duly authorized officers to act for and on Endorser's behalf to approve materials, execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the applicable provisions with the same legal force and effect as if executed by Endorser.

## **6. NAME & LIKENESS**

Endorser hereby grants COB a non-exclusive, irrevocable, worldwide, sub-licensable, royalty-free right, but not the obligation, to use and authorize others to use Endorser's name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph, screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness (collectively, "Likeness") during the Term and thereafter (as applicable) to the extent referenced or included in the Endorser Content. Endorser understands and acknowledges that the foregoing provides and/or grants COB the right to use the Endorser Content (and any included Likeness) in whole or in part, on COB's owned/operated/branded social media channels, including paid support behind all posts, whitelisting, dark posts, etc. if applicable.

## **7. REPRESENTATIONS AND WARRANTIES**

Endorser represents and warrants that:



- a. Endorser is at least 18 years or older.
- b. Endorser has the full right, power and authority to enter into this Agreement, grant the rights granted herein, and fully perform Endorser obligations hereunder without violating the rights of any third party. Endorser will render Services hereunder in a professional, competent, ethical and cooperative manner, using best talents, efforts and abilities.
- c. The Materials: (i) are Endorser's original creations; (ii) are not copied, in whole or in part, any other work; (iii) do not and will not violate or infringe any copyright, trademark, patent, trade secret, privacy or publicity right, or other proprietary or intellectual property right of any person or entity; (iv) are not defamatory, libelous, obscene, or otherwise illegal; (v) are not subject to any third-party rights; and (vi) comply with all Applicable Laws.
- d. Endorser does not belong to and is not, and the Materials will not include anyone, affiliated with a professional acting, theater, or film-making organization, such as SAG or AFTRA or any other professional organizations connected with the entertainment industry that would cause COB to pay Endorser or any other person a fee or any other benefit for Services under this Agreement.
- e. In performing Services under this Agreement, consistent with the Guidelines, Endorser will comply in all material respects with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising (16 CFR Part 255), including, among other things, ensure proper disclosure of Endorser's role in providing, for compensation, promotional or advertising Services for the benefit of the Brand. Without limiting the foregoing, all testimonials or other similar statements made by Endorser in connection with this Agreement shall be truthful expressions of Endorser's personal experience and belief.
- f. Endorser is familiar with and has a positive view of COB and its Initiatives, and that any statement Endorser makes or disseminates in any medium while providing Services will reflect Endorser's truthful positive views regarding COB and its product(s). Endorser will promptly notify COB in writing if Endorser views expressed in any Materials or regarding the COB or its Initiatives materially changes during the Term.
- g. During the Term and for thirty (30) days thereafter, Endorser will not make any statement that disparages or reflects unfavorably on COB or any of its Initiatives. Except as permitted or required in connection with the performance of the Services, Endorser will not authorize or release advertising matter or publicity, or give interviews that reference the terms of this Agreement, without the prior written approval of COB.

## **8. INDEMNITY.**

Endorser shall defend, indemnify and hold COB, and its respective parent, subsidiary and affiliated companies, and their respective retailers, advertising agencies, and their respective agents, employees, representatives, contractors, successors and assigns (collectively, "Indemnified Parties") harmless from and against any and all costs, liabilities, demands, claims, suits, actions, damages, losses, judgments and expenses, including without limitation, attorneys' fees, arising out of or related to (each, a "Claim"): (a) the performance of Endorser obligations under this Agreement and/or any of Endorser employees, agents, representatives and/or contractors ("Endorser Representatives"); (b) any breach of this Agreement by Endorser and/or Endorser Representatives, including without limitation, any breach of any of the warranties, representations and/or agreements by Endorser under this Agreement; and (c) any acts or omissions by Endorser and/or Endorser Representatives (including without limitation, any claims for libel, slander, disparagement, defamation, copyright infringement, invasion of privacy, piracy, plagiarism, or infringement of any

patent, copyright, trademark, trade secret or other intellectual property right of any third party). For any Claim, COB may, at its election, assume the defense, settlement or other resolution of Claim with counsel of its own choosing.

COB shall defend, indemnify and hold Endorser, and its respective parent, subsidiary and affiliated companies, and respective retailers, advertising agencies, and respective agents, employees, representatives, contractors, successors and assigns (collectively, "Indemnified Parties") harmless from and against any and all costs, liabilities, demands, claims, suits, actions, damages, losses, judgments and expenses, including without limitation, attorneys' fees, arising out of or related to (each, a "Claim"): (a) the performance of COB's obligations under this Agreement and/or any of COB's employees, agents, representatives and/or contractors ("COB Representatives"); (b) any breach of this Agreement by COB and/or COB Representatives, including without limitation, any breach of any of the warranties, representations and/or agreements by COB under this Agreement; and (c) any acts or omissions by COB and/or COB Representatives (including without limitation, any claims for libel, slander, disparagement, defamation, copyright infringement, invasion of privacy, piracy, plagiarism, or infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party). For any Claim, Endorser may, at its election, assume the defense, settlement or other resolution of Claim (all at OSCB expense) with counsel of its own choosing.

## **9. CONFIDENTIAL INFORMATION.**

Endorser shall not, during or after Endorser's association with COB, disclose or use any Confidential Information without first obtaining written authorization signed by COB. For purposes of this Agreement, "Confidential Information" means all information concerning COB including, without limitation, business plans, marketing plans, selling and marketing strategies, product development information, brand strategies, strategies for new Initiatives, financial information, pricing structures, business strategies, or research techniques which Endorser receives or has access to under this Agreement.

## **10. INDEPENDENT CONTRACTOR.**

The relationship between Endorser and COB is that of independent contractors. Neither Endorser nor COB shall be deemed to be the agent of the other party and neither is authorized to take any action binding upon the other party other than as may be set forth herein. Endorser acknowledges Endorser is not entitled to participate in any benefit plans of COB, even if it is later determined that Endorser's status was that of an employee of either during the period of this engagement. Endorser expressly waives any claim for benefits coverage attributable to the Services provided under this Agreement. Endorser is responsible for paying all taxes and filing all documents as may be required under applicable laws. Endorser shall have no authority to bind or obligate COB or any of its respective affiliated companies in any way to any third party, nor shall Endorser represent that Endorser has such authority.

## **11. THIRD-PARTY BENEFICIARY.**

The Parties acknowledge and agree that COB is an intended third-party beneficiary of this Agreement, including with respect to rights of the Materials and the right to enforce the terms of this Agreement directly against Endorser.

## **12. LIABILITY RELEASE & LIMITATION OF LIABILITY.**

- a. Endorser, on behalf of Endorser and Endorser's personal representatives, relatives, heirs, assignees, successors, executors and administrators, hereby permanently, irrevocably and forever releases COB, and its respective parent corporations, members, subsidiaries, affiliates, directors, officers, employees, agents, representatives, successors, distributors, partners, licensees and assigns (collectively, the "Released Parties") from and against any and all actual and potential, known and unknown, suspected and unsuspected claims, demands, causes of action, liabilities and damages for personal injuries, death, damage or loss to personal property, or other harm or loss of any nature whatsoever sustained in connection with this Agreement, the Services and/or the exercise of the rights and licenses hereunder.
- b. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, SHALL COB OR ANY OF ITS RESPECTIVE AFFILIATES BE LIABLE TO ENDORSER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER. IN NO EVENT SHALL COB'S LIABILITY TO ENDORSER UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE TO ENDORSER UNDER THIS AGREEMENT, EVEN IF ANY REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

## **13. GENERAL PROVISIONS.**

- a. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or delegable by Endorser without the prior written consent of COB in each instance. COB may freely assign its rights and obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of each party's permitted successors and assigns.
- b. Intellectual Property. Except as required to perform the Services under this Agreement, Endorser has no right or license to use any trademarks, service marks, trade names, logos, symbols or other brand names of COB, or of its respective parent or affiliated entities.
- c. Section Headings. The section headings contained in this document are for reference purposes only and are not intended and do not create substantive rights or obligations.
- d. No Waiver. The failure by COB to exercise rights granted to COB herein upon the occurrence of any of the contingencies set forth in this Agreement shall not constitute a waiver of such rights upon the recurrence of such contingency.
- e. Governing Law; Entire Agreement. This Agreement shall be construed in accordance with the laws of the State of Indiana, without regard to its conflict of law rules, and represents the entire understanding between Endorser and COB regarding Endorser Services and supersedes all prior agreements between such parties. No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by the parties to this Agreement.

Any disputes between the parties shall take place in the state or federal courts located in Monroe County, Indiana, and both parties consent to the exclusive jurisdiction of these courts.

- f. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed a single instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective Date.

ACCEPTED AND AGREED:

**City of Bloomington (“COB”)**

**Anthony Leal (“Endorser”)**

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

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

Name: Paula McDevitt

Name: Anthony Leal

Title: Director, Parks & Recreations Dept.

Title: Self

Date:

Date:

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

Name: Beth Cate

Title: Corporation Counsel, City of Bloomington

Date:

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

Name: Kathleen Mills

Title: President, City of Bloomington Board of Park Commissioners

Date:

**2022 CITY OF BLOOMINGTON, INDIANA**  
**NAME IMAGE AND LIKENESS AGREEMENT**

This Agreement (“Agreement”) is made between The City of Bloomington, Indiana (“COB”), an Indiana corporation with offices at 401 North Morton Street, Suite 250, Bloomington, Indiana 47404 and Chloe Moore-McNeil at 4282 North Emma Drive, Bloomington, IN 47404 (“Endorser”).

**1. SERVICES**

During the Term, COB engages Endorser to perform and hereby agree to provide the following Services and identified deliverables (collectively, “Services”) in connection with the promotion of certain COB community initiatives (collectively, “Initiatives”) on behalf of COB.

- a. License to use Endorser Name, Image and Likeness subject to all terms and conditions of this Agreement within the Agreement Territory in connection with the marketing, advertisement and promotion of COB Initiatives during the Term.
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- b. Endorser will complete a one (1) hour photo shoot on a mutually agreed upon location, day and time in June, 2022. This one (1) hour photo shoot will be utilized to capture still and action photography/images with one or more youth players from the COB Parks and Recreation Department’s Bloomington Youth Basketball League. COB will have the rights to use all Endorser approved images from the one (1) hour photo shoot throughout the Term to promote and market Endorser approved COB Initiatives.
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- d. Endorser will perform the Services hereunder on her own time, and under her own control or direction; *provided, however*, Endorser agrees to: (i) follow all instructions and guidelines provided by COB; (ii) comply with COB’s requests; and (iii) comply with all applicable federal, foreign, international, state, local or other laws, rules or regulations (“Applicable Law”).

**2. SCHEDULE & APPROVALS**

- a. Endorser acknowledges and agrees that time is of the essence for this Agreement. Endorser agrees to abide by the approval process set forth in this Agreement. COB, from time to time,

may change the schedules to mutually approved dates and times (Endorser will not unreasonably withhold or delay the approval of any changes requested by COB), and Endorser shall make reasonable accommodations to meet such modified schedule(s).

- b. All COB created materials featuring Endorser must be reviewed and approved by Endorser prior to distribution into the marketplace. Endorser will use reasonable efforts to provide approvals within three (3) business days and agrees to not unreasonably withhold approval. If approval from Endorser is not granted to COB, edits to non-approved materials will be made until approved by Endorser.
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### **3. COMPENSATION AND EXPENSES.**

- a. In full and complete consideration of Endorser's performance under this Agreement and provision of all defined Services, COB will compensate Endorser one-thousand, five-hundred dollars (\$1,500) to be paid on or before June 30, 2022.
- b. Endorser understands and agrees that the foregoing compensation is the sole compensation to be paid to Endorser for the Services provided by Endorser hereunder.
- c. COB agrees to pay Endorser for any identified and approved expenses (i.e. parking, travel, etc.) related to Endorser's delivery and fulfillment of the Services.

### **4. TERM, TERMINATION AND TERRITORY**

- a. The Term of this Agreement shall commence upon contract approval and signature by both parties ("Effective Date"). This Agreement shall continue through December 31, 2022, unless earlier terminated in accordance with the terms hereof (the "Term"). COB may terminate this Agreement at any time, without cause. COB may terminate this Agreement immediately for any breach of this Agreement by Endorser that has not been corrected/cured (if possible) to COB's satisfaction within five (5) business days' notice of breach from COB.
- b. If, prior to or at any time during the Term, Endorser or any associated parties (1) are charged with or have committed a crime; (2) engage in any actions involving moral turpitude or which may bring COB under ridicule, contempt, scandal, public disrepute, or which shock, insult, or offend the people of this nation or any class or group thereof or reflects unfavorably upon COB, or which in the judgment of COB is or may be detrimental to COB; or (3) make any statement, gesture or non-verbal act broadcast publicly or that becomes known to the general public which is generally interpreted to discourage use of COB Initiatives or disparages COB or COB Initiatives or services, then COB, in its sole judgment, may terminate this Agreement by written notice to Endorser. Without limitation to the foregoing, Endorser should not depict COB or any COB Initiatives in a manner that is inconsistent with the COB's instructions or in a manner that could reasonably be perceived as negative, derogatory or detrimental to COB brands, name, reputation or trademarks.
- c. **Territory.** The territory of this Agreement (the "Agreement Territory") is the State of Indiana.

## 5. INTELLECTUAL PROPERTY

- a. License to COB Materials
  - i. Endorser agrees and acknowledges that COB owns all right, title, and interest to COB Materials, including, but not limited to, ideas, slogans, trademarks, plans, advertising and promotional materials and any other materials provided by COB to Endorser under this Agreement.
- b. License to Endorser Content
  - i. License. Endorser hereby grants to COB, a non-exclusive, irrevocable, fully paid, royalty free, transferable license during the Term to use, copy, modify, distribute, display, publish, exploit and otherwise use any and all such mutually agreed-upon content or materials provided in connection with the Services and any portion of the same, alone or in combination with any other item, without any attribution, reports, royalties, fees or any other payments or accounting to Endorser.
  - ii. Assistance. Endorser shall assist and cooperate with COB during the Term of this Agreement, in the operation, exercise, procurement and/or maintenance of COB's rights in the Endorser Content and to execute, when requested, and without any additional charge to Client, any other documents deemed necessary by COB to assist COB's exercise of its license rights and otherwise carry out the purpose of this Agreement.
  - iii. Materials Approval and Execution of Documents. In the event COB is unable for any reason, after reasonable effort, to secure a Materials Approval or Endorser signature on any Materials and/or document needed in connection with the actions specified above, Endorser hereby irrevocably designates and appoints Sam Riber and Phillip King as Endorser's duly authorized officers to act for and on Endorser's behalf to approve materials, execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the applicable provisions with the same legal force and effect as if executed by Endorser.

## 6. NAME & LIKENESS

Endorser hereby grants COB a non-exclusive, irrevocable, sub-licensable, royalty-free right, but not the obligation, to use and authorize others to use Endorser's name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph, screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness (collectively, "Likeness") during the Term and thereafter (as applicable) to the extent referenced or included in the Endorser Content. Endorser understands and acknowledges that the foregoing provides and/or grants COB the right to use the Endorser Content (and any included Likeness) in whole or in part, on COB's owned/operated/branded social media channels, including paid support behind all posts, whitelisting, dark posts, etc. if applicable.

## 7. REPRESENTATIONS AND WARRANTIES

Endorser represents and warrants that:

- a. Endorser is at least 18 years or older.

- b. Endorser has the full right, power and authority to enter into this Agreement, grant the rights granted herein, and fully perform Endorser obligations hereunder without violating the rights of any third party. Endorser will render Services hereunder in a professional, competent, ethical and cooperative manner, using best talents, efforts and abilities.
- c. The Materials: (i) are Endorser's original creations; (ii) are not copied, in whole or in part, any other work; (iii) do not and will not violate or infringe any copyright, trademark, patent, trade secret, privacy or publicity right, or other proprietary or intellectual property right of any person or entity; (iv) are not defamatory, libelous, obscene, or otherwise illegal; (v) are not subject to any third-party rights; and (vi) comply with all Applicable Laws.
- d. Endorser does not belong to and is not, and the Materials will not include anyone, affiliated with a professional acting, theater, or film-making organization, such as SAG or AFTRA or any other professional organizations connected with the entertainment industry that would cause COB to pay Endorser or any other person a fee or any other benefit for Services under this Agreement.
- e. In performing Services under this Agreement, consistent with the Guidelines, Endorser will comply in all material respects with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising (16 CFR Part 255), including, among other things, ensure proper disclosure of Endorser's role in providing, for compensation, promotional or advertising Services for the benefit of the Brand. Without limiting the foregoing, all testimonials or other similar statements made by Endorser in connection with this Agreement shall be truthful expressions of Endorser's personal experience and belief.
- f. Endorser is familiar with and has a positive view of COB and its Initiatives, and that any statement Endorser makes or disseminates in any medium while providing Services will reflect Endorser's truthful positive views regarding COB and its product(s). Endorser will promptly notify COB in writing if Endorser views expressed in any Materials or regarding the COB or its Initiatives materially changes during the Term.
- g. During the Term and for thirty (30) days thereafter, Endorser will not make any statement that disparages or reflects unfavorably on COB or any of its Initiatives. Except as permitted or required in connection with the performance of the Services, Endorser will not authorize or release advertising matter or publicity, or give interviews that reference the terms of this Agreement, without the prior written approval of COB.

## **8. INDEMNITY.**

Endorser shall defend, indemnify and hold COB, and its respective parent, subsidiary and affiliated companies, and their respective retailers, advertising agencies, and their respective agents, employees, representatives, contractors, successors and assigns (collectively, "Indemnified Parties") harmless from and against any and all costs, liabilities, demands, claims, suits, actions, damages, losses, judgments and expenses, including without limitation, attorneys' fees, arising out of or related to (each, a "Claim"): (a) the performance of Endorser obligations under this Agreement and/or any of Endorser employees, agents, representatives and/or contractors ("Endorser Representatives"); (b) any breach of this Agreement by Endorser and/or Endorser Representatives, including without limitation, any breach of any of the warranties, representations and/or agreements by Endorser under this Agreement; and (c) any acts or omissions by Endorser and/or Endorser Representatives (including without limitation, any claims for libel, slander, disparagement, defamation, copyright infringement, invasion of privacy, piracy, plagiarism, or infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party). For



any Claim, COB may, at its election, assume the defense, settlement or other resolution of Claim with counsel of its own choosing.

COB shall defend, indemnify and hold Endorser, and its respective parent, subsidiary and affiliated companies, and respective retailers, advertising agencies, and respective agents, employees, representatives, contractors, successors and assigns (collectively, “Indemnified Parties”) harmless from and against any and all costs, liabilities, demands, claims, suits, actions, damages, losses, judgments and expenses, including without limitation, attorneys’ fees, arising out of or related to (each, a “Claim”): (a) the performance of COB’s obligations under this Agreement and/or any of COB’s employees, agents, representatives and/or contractors (“COB Representatives”); (b) any breach of this Agreement by COB and/or COB Representatives, including without limitation, any breach of any of the warranties, representations and/or agreements by COB under this Agreement; and (c) any acts or omissions by COB and/or COB Representatives (including without limitation, any claims for libel, slander, disparagement, defamation, copyright infringement, invasion of privacy, piracy, plagiarism, or infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party). For any Claim, Endorser may, at its election, assume the defense, settlement or other resolution of Claim (all at OSCB expense) with counsel of its own choosing.

## **9. CONFIDENTIAL INFORMATION.**

Endorser shall not, during or after Endorser’s association with COB, disclose or use any Confidential Information without first obtaining written authorization signed by COB. For purposes of this Agreement, “Confidential Information” means all information concerning COB including, without limitation, business plans, marketing plans, selling and marketing strategies, product development information, brand strategies, strategies for new Initiatives, financial information, pricing structures, business strategies, or research techniques which Endorser receives or has access to under this Agreement.

## **10. INDEPENDENT CONTRACTOR.**

The relationship between Endorser and COB is that of independent contractors. Neither Endorser nor COB shall be deemed to be the agent of the other party and neither is authorized to take any action binding upon the other party other than as may be set forth herein. Endorser acknowledges Endorser is not entitled to participate in any benefit plans of COB, even if it is later determined that Endorser’s status was that of an employee of either during the period of this engagement. Endorser expressly waives any claim for benefits coverage attributable to the Services provided under this Agreement. Endorser is responsible for paying all taxes and filing all documents as may be required under applicable laws. Endorser shall have no authority to bind or obligate COB or any of its respective affiliated companies in any way to any third party, nor shall Endorser represent that Endorser has such authority.

## **11. THIRD-PARTY BENEFICIARY.**

The Parties acknowledge and agree that COB is an intended third-party beneficiary of this Agreement, including with respect to rights of the Materials and the right to enforce the terms of this Agreement directly against Endorser.

## **12. LIABILITY RELEASE & LIMITATION OF LIABILITY.**

- a. Endorser, on behalf of Endorser and Endorser's personal representatives, relatives, heirs, assignees, successors, executors and administrators, hereby permanently, irrevocably and forever releases COB, and its respective parent corporations, members, subsidiaries, affiliates, directors, officers, employees, agents, representatives, successors, distributors, partners, licensees and assigns (collectively, the "Released Parties") from and against any and all actual and potential, known and unknown, suspected and unsuspected claims, demands, causes of action, liabilities and damages for personal injuries, death, damage or loss to personal property, or other harm or loss of any nature whatsoever sustained in connection with this Agreement, the Services and/or the exercise of the rights and licenses hereunder.
- b. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, SHALL COB OR ANY OF ITS RESPECTIVE AFFILIATES BE LIABLE TO ENDORSER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER. IN NO EVENT SHALL COB'S LIABILITY TO ENDORSER UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE TO ENDORSER UNDER THIS AGREEMENT, EVEN IF ANY REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

## **13. GENERAL PROVISIONS.**

- a. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or delegable by Endorser without the prior written consent of COB in each instance. COB may freely assign its rights and obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of each party's permitted successors and assigns.
- b. Intellectual Property. Except as required to perform the Services under this Agreement, Endorser has no right or license to use any trademarks, service marks, trade names, logos, symbols or other brand names of COB, or of its respective parent or affiliated entities.
- c. Section Headings. The section headings contained in this document are for reference purposes only and are not intended and do not create substantive rights or obligations.
- d. No Waiver. The failure by COB to exercise rights granted to COB herein upon the occurrence of any of the contingencies set forth in this Agreement shall not constitute a waiver of such rights upon the recurrence of such contingency.
- e. Governing Law; Entire Agreement. This Agreement shall be construed in accordance with the laws of the State of Indiana, without regard to its conflict of law rules, and represents the entire understanding between Endorser and COB regarding Endorser Services and supersedes all prior agreements between such parties. No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by the parties to this Agreement. Any disputes between the parties shall take place in the state or federal courts located in Monroe County, Indiana, and both parties consent to the exclusive jurisdiction of these courts.
- f. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed a single instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective Date.

ACCEPTED AND AGREED:

**City of Bloomington (“COB”)**

**Chloe Moore-McNeil (“Endorser”)**

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

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

Name: Paula McDevitt

Name: Chloe Moore-McNeil

Title: Director, Parks & Recreations Dept.

Title: Self

Date:

Date:

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

Name: Beth Cate

Title: Corporation Counsel, City of Bloomington

Date:

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

Name: Kathleen Mills

Title: President, City of Bloomington Board of Park Commissioners

Date:



## STAFF REPORT

Agenda Item: C-9  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Clarence Boone, Farmers' Market Coordinator  
**DATE:** May 24, 2022  
**SUBJECT:** FARMERS' MARKET ADVISORY COUNCIL APPOINTMENTS

### Recommendation

Staff recommends the appointment of Tracy Bruce, Karen Saint Rain, Kip Schlegel, Phrueksaphong Visuthduangdusdee, and Macaulay Ward to the Farmers' Market Advisory Council.

### Background

The Farmers' Market Advisory Council consists of 11 members representing Market vendors, customers and food and beverage artisans. The Council acts in an advisory capacity to the Board of Park Commissioners and Park staff on policy matters relating to the Farmers' Market. Attached is the recommended list of Farmers' Market Advisory Council (FMAC) members. There are two farmer representative positions open; two food and beverage positions open; and three customer representative positions open. A notice regarding the position openings was placed in the *Market Beet*, and the Customer Newsletter of the Bloomington Community Farmers' Market. We received five applications.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in cursive script, reading "Clarence W. Boone". The signature is written in dark ink and is positioned above a horizontal line.

Clarence Boone, Farmers' Market Coordinator

**Current FMAC Members:**

Cortland Carrington (FMAC President/Farm Vendor Representative)

Rebecca Vadas (Farm Vendor Representative)

Michael Gleeson (Customer Representative)

Lynn Schwartzbarger (Customer Representative)

**Prospective FMAC Members:**

Karen Saint Rain (Farm Vendor)

Kip Schlegel (Farm Vendor)

Tracy Bruce (Food and Beverage Artisan Vendor Representative)

Phrueksaphong Visuthduangdusdee (Customer Representative)

Macaulay Ward (Customer Representative)

Boards/CommissionsPeopleSeatsLiaisonsApply

## Karen Saint Rain

**Email**

karen@special-ideas.com

**Phone Number**

812-834-5693

**Address**

511 Diamond Rd

**City**

Heltonville

**Zip**

47436

**Do you live in the city limits?**

No

**Occupation**

self-employed

**How did you hear of this opening?**

City Website

**If other, please describe:****Please explain your interest**

The market is a place for all people to come together and feel a part of the community. It is the place for people to shop, listen to music and learn about what is going on. It is a small but important function of the city. I see regular visitors who feel connected to those they see each week. I see people arrive sad who begin to feel the connection and begin to smile. I see small children learning about new flowers and vegetables. The market matters to people.

**Please describe your qualifications**

I'm a vendor, but my real qualification is motivation that the market succeed. Vendors need to be heard, to be represented and to feel invested. All I have really done in the past is show up and it is time that I do more. When it is my time to serve, I'll do the best job at it that I can.

**Include a resume (optional)**

## **Current Applications**

Created	Board/Commission	Expires
4/5/2022	Farmers' Market Advisory Council	7/4/2022

## **Archived Applications**

Created	Board/Commission	Archived
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onboard

City of Bloomington, Indiana – John Hamilton, Mayor

Admin

Leslie Brinson

Boards/CommissionsPeopleSeatsLiaisonsApply

## Kip Schlegel

### Email

marblehillfarmin@gmail.com

### Phone Number

0232198142

### Address

8101 Victor Pike

### City

Bloomington

### Zip

47403

### Do you live in the city limits?

Yes

### Occupation

farming (retired IU faculty member)

### How did you hear of this opening?

Other

### If other, please describe:

spouse (Whitney) serves on advisory council

### Please explain your interest

I, along with my wife, Whitney, have been vendors at the Farmers' Market for over 20 years. I have seen it grow and thrive as well as struggle to the point of near collapse. I view it as one of the crown jewels of the City of Bloomington and I want to see it flourish as it once did. I believe it is on its way there, albeit slowly. I believe it is important for all of us who have a vested interest in its success to take an active role to move the market forward in a constructive and collaborative manner.

### Please describe your qualifications



When we (Marble Hill Farm) joined the market we were relatively new to farming. We were the first vendors to sell beef at the market and we had to work closely with the market staff and the County Health Department to ensure we could provide a healthy and safe product. Consequently, we have had a long-standing relationship with market staff and vendors and we have amassed a large network of customers, many of whom have become close friends. We have always been strong supporters and advocates of the market and we have tried to play a positive role in ensuring its success, even during the most challenging times.

Include a resume (optional)

Current Applications

Created	Board/Commission	Expires
3/21/2022	Farmers' Market Advisory Council	6/19/2022

Archived Applications

Created	Board/Commission	Archived
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Boards/CommissionsPeopleSeatsLiaisonsApply

## Tracy Bruce

**Email**

tracyb@scholarsinnbakehouse.com

**Phone Number**

8123604512

**Address**

573 W. Simpson Chapel Road

**City**

bloomington

**Zip**

47404

**Do you live in the city limits?**

No

**Occupation**

Owner Scholars Inn Bakehouse

**How did you hear of this opening?**

City Staff

**If other, please describe:****Please explain your interest**

I am interested in being part of the Bloomington Community Farmer's Market Advisory Council representing the Food and Beverage Artisans. Scholars Inn Bakehouse has been a vendor at the market for over 20 years. We use the market as a vehicle for community interaction and outreach.

**Please describe your qualifications**

Scholars Inn Bakehouse has been an vendor for over 20 years, I have been actively involved for the past 5 years. I have been an active market going for decades. I can relate to the market as a vendor and customer.

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onboard

City of Bloomington, Indiana – John Hamilton, Mayor

Admin

Leslie Brinson

Boards/CommissionsPeopleSeatsLiaisonsApply

**Phrueksaphong Visuthduangdusdee**

**Email**

pvisuth@iu.edu

**Phone Number**

8123697066

**Address**

214 N Dunn St

**City**

Bloomington

**Zip**

47408

**Do you live in the city limits?**

Yes

**Occupation**

Research scholar

**How did you hear of this opening?**

City Website

**If other, please describe:**

**Please explain your interest**

I am interested in community engagement ,sustainable food systems and diversity equity and inclusion in practice.

**Please describe your qualifications**

I am a Thai research scholar and a program affiliate of the Ostrom Workshop, IUB. (a big fan of Farmers market) As an Asian customer who loves to support the local farmers and vendors. I would like to engage with the policy making process.

Include a resume (optional)

## Current Applications

Created	Board/Commission	Expires
4/1/2022	Farmers' Market Advisory Council	6/30/2022

## Archived Applications

Created	Board/Commission	Archived
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Boards/CommissionsPeopleSeatsLiaisonsApply

## Macaulay Ward

### Email

mward34@ivytech.edu

### Phone Number

8057756038

### Address

536 South Basswood Drive Apt A

### City

Bloomington

### Zip

47403

### Do you live in the city limits?

Yes

### Occupation

Landscaping

### How did you hear of this opening?

Other

### If other, please describe:

MHC newsletter

### Please explain your interest

I am interested in being an active part of my community. I am passionate about overcoming food injustice and sustainable practices.

### Please describe your qualifications

I am a student that can bring that curiosity with me to this role.

**Include a resume (optional)**

## **Current Applications**

Created	Board/Commission	Expires
4/13/2022	Farmers' Market Advisory Council	7/12/2022

## **Archived Applications**

Created	Board/Commission	Archived
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## STAFF REPORT

Agenda Item: C-10  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Tim Street, Operations and Development Division Director  
**DATE:** May 24, 2022  
**SUBJECT:** RESOLUTION 22-04

### Recommendation

Staff recommends approval of resolution 22-04, reaffirming the granting of enforcement authority for various line of sight and clearance issues related to vegetation in and along the public right-of-way to the City Engineer and their delegates.

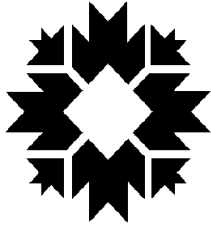
### Background

In 2015, the Parks Board approved resolution 15-02, which granted enforcement authority for certain sections of City municipal code Title 12 to the Transportation and Traffic Engineer. The responsibility for this enforcement otherwise rests with the Board of Park Commissioners and appropriate Parks and Recreation staff members. Since 2015, the City created a separate Engineering department, and the title of the appropriate delegate changed from Transportation and Traffic Engineer to City Engineer. As it was in 2015, this person is Andrew Cabor. Resolution 22-04 clarifies that the authority granted in resolution 15-02 now rests with the City Engineer. Included with this Staff Report as Exhibit A is a memorandum from the City Legal Department submitted with the 2015 resolution that is still valid in its explanations of delegating Title 12 enforcement authority.

**RESPECTFULLY SUBMITTED,**

Tim Street, Operations and Development Division Director

**EXHIBIT A**  
**City Legal Memorandum from 2015**



**CITY OF BLOOMINGTON**  
**LEGAL DEPARTMENT**  
**MEMORANDUM**

**TO:** Board of Park Commissioners  
**FROM:** Michael Rouker, Assistant City Attorney  
**RE:** Line of Sight Violations  
**DATE:** September 2015

**FACTUAL BACKGROUND**

The American Association of State Highway and Transportation Officials (AASHTO) sets standards on the distances drivers should be able to see at intersections in order to safely identify oncoming traffic. The City consistently receives UReport complaints that cite line of sight issues at intersections where trees and other flora block drivers from safely seeing an adequate distance to identify oncoming traffic. City personnel also sometimes independently notice line of sight problems while out and about in the City. The City is going to begin bringing line of sight hazards to the Parks Board for action.

**QUESTION PRESENTED**

What enforcement authority do the City and the Parks Board have with regard to property owners who maintain trees and flora on their private property so as to present line of sight issues at intersections?

**BRIEF ANSWER**

Under Title 12 of the Municipal Code, the City possesses several tools for addressing line of sight issues. If the tree or flora is located in the right of way, the City is the owner of the tree or flora and may immediately take any action necessary to bring the intersection into



compliance with AASHTO line of sight standards. The City may also address sight hazards on private property by issuing fines and by requesting permission from the Board of Parks Commissioners to directly abate the hazard.

## **ANSWER**

### ***Sight Hazards in the Right of Way***

As noted above in the brief summary, when trees or plants grow within City-owned right of way, the City has the authority to remove or prune any growth as we see fit. This memo will not focus on flora within the right-of-way, as it may be dealt with in a straightforward and efficient manner.

### ***Sight Hazards on Private Property***

Three parts of Title 12 of the Municipal Code grant the City authority to address line of sight issues presented by trees and flora growing on private property. First, BMC § 12.24.020(2) allows the City to:

order the removal of any tree or part thereof on private property which is deemed to be in an unsafe condition or which by the reason of its nature is injurious to . . . public improvements . . . or which constitutes a threat to public health or safety.

Second, BMC § 12.24.040(1) clearly prohibits trees or flora from being located so as to present line of sight hazards: “Flora planted on public property or in the public rights-of-way and trees subject to these provisions shall be sited as not to impede traffic visibility line of sight.” Third, BMC § 12.24.040(2) mandates that:

[E]very owner shall properly prune or have properly pruned the branches of [his/her] tree(s) or flora so that the branches shall not obstruct any traffic control signs or devices, the view of any street intersection, or light from any street lamp. There shall be a clearance standard space of fifteen feet above any highway or street surface and eight feet above any sidewalk surface to the bottom of the tree canopy.

Clearly, multiple portions of Title 12 prohibit private property owners from allowing plants or trees to grow in a way that poses line of sight issues for drivers.

For enforcement purposes, Title 12 grants the City several options. First, the City has

the authority to issue fines.<sup>1</sup> The NOV template developed by Planning and Transportation includes the possibility of a \$50 fine, though the Municipal Code authorizes any fine up to the statutory maximum. For fine purposes, it's important to note that the Code only authorizes the Board of Parks Commissioners or its designee to issue notices of violation to responsible parties.<sup>2</sup> Therefore, as a procedural matter, we are asking the Board to pass a resolution granting the Transportation and Traffic Engineer, Andrew Cibor, and his staff authority to issue Title 12 notices and associated fines. As Andrew and his staff are well-versed in AASHTO standards and the Manual on Uniform Traffic Control Devices, they are the City employees best-situated to make determinations about whether sight distances at a particular intersection are safe.

A second tool available to the City is abatement. Abatement allows City crews (or hired contractors) to enter onto private property to correct a hazard. Abatement is only permitted if the Board of Parks Commissioners votes and orders abatement.<sup>3</sup> Any time the City approaches the Parks Board to request abatement of a privately-owned tree at one of the Board's meetings, the City will also invite Tree Commission members to attend in order to provide their input. If the City ends up removing a hazardous tree or plant via abatement, state law authorizes the City to place a lien on the violating property equal to the amount expended abating the hazard.<sup>4</sup>

As a final matter, in emergency situations, the City can remove privately-owned trees without Board of Parks Commissioners' approval and without notice to the owner of the tree.

BMC § 12.24.070(3)(b) grants the City this emergency authority:

During emergency situations, the city or public utilities may trim or remove any trees which endanger the public, inhibit the passage on city streets, or interfere with utilities and public infrastructure. Topping and the severe cutting back of limbs may be allowed

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<sup>1</sup> BMC § 12.24.120.

<sup>2</sup> BMC § 12.24.110(1).

<sup>3</sup> BMC § 12.24.110(3): "The city shall, upon order of the board, take steps to remedy the violation." BMC § 12.24.110(2) and 12.24.110(4) also contemplate abatement as a remedy for line of sight violations.

<sup>4</sup> BMC § 12.24.110(4).

under emergency conditions. The city may act without prior notification to the property owner.

Note first that this section *only* applies to trees. It does not grant the City authority to enter onto private property to remove bushes, shrubs, or other flora. Second, “emergency situation” is an undefined term under Title 12. Therefore it is difficult to determine which circumstances qualify as emergencies.

As a rule of thumb, if an intersection is heavily trafficked and a tree presents an unusual and clear danger to motorists, the City is on relatively solid ground to define the hazard as an emergency and remove the tree without Board approval or notice to the property owner. In less extreme circumstances, however, it is questionable and perhaps outright dubious to define line of sight problems at intersections as “emergency situations.” Again the Transportation and Traffic Engineer is best situated to decide which hazards are serious enough to qualify as emergencies.

### **CONCLUSION**

The City is asking the Board of Parks Commissioners to designate the Transportation and Traffic Engineer and any adequately-trained members of his staff as the Board’s designee for purposes of issuing notices of violation and fines to private property owners who maintain flora presenting sight hazards. The Engineer will notify property owners who maintain problematic trees or shrubs that they are violating the Municipal Code. Consistent with past practice, the Engineer will issue a warning for a first violation with a ten day correction period. If the property owners fail to correct the hazard within ten days, the Engineer may (1) issue a fine or fines and (2) may place the hazard on the Parks Board’s agenda in order to request an order allowing the City to abate the hazard. Any costs associated with abatement will be charged back to the property owner via lien. The “emergency situation” provision described in BMC § 12.24.070(3)(b) will be used only where sight hazards present an unusual or extreme danger to motorists.

**CITY OF BLOOMINGTON BOARD OF PARKS COMMISSIONERS  
RESOLUTION 22-04**

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) establishes standard distances for drivers to see at intersections in order to safely identify oncoming traffic; and

WHEREAS, periodically, City personnel are made aware of line of sight hazards at intersections that render the intersections non-compliant with AASHTO standards; and

WHEREAS, several sections of Title 12 of the Bloomington Municipal Code prohibit property owners from maintaining line of sight hazards, including §§ 12.24.020(2), 12.24.040(1), and 12.24.040(2); and

WHEREAS, Bloomington Municipal Code § 12.24.110(1) authorizes the Board of Parks Commissioners to delegate authority to a person or persons to issue notices of violations and levy fines for sight hazards on the Board's behalf; and

WHEREAS, on or about September 22, 2015, the City of Bloomington Board of Park Commissioners adopted Resolution 15-02 delegating enforcement authority to the City's Transportation and Traffic Engineer and any of his adequately-trained staff to issue warning letters and notices of violation to property owners who maintain trees or other flora so as to present a sight hazard at an intersection and to request abatements when property owners fail to take corrective action; and

WHEREAS, in 2021, the City created a separate Engineering Department led by the City Engineer who assumed the duties and responsibilities of the Transportation and Traffic Engineer; and

WHEREAS, the intention of this resolution is to clarify that delegated authority to enforce line of sight issues as noted in Resolution 15-02 now rests with the City Engineer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PARKS COMMISSIONERS OF THE CITY OF BLOOMINGTON THAT:

- (1) The Bloomington Board of Parks Commissioners hereby designates the City Engineer and any of their adequately-trained staff to issue warning letters and notices of violation to property owners who maintain trees or other flora so as to present a sight or clearance hazard at or near an intersection or along a road.
- (2) The Bloomington Board of Parks Commissioners authorizes the City Engineer to request an abatement order from the Board of Parks Commissioners when property owners do not take action to correct line of sight or clearance hazards in a reasonable amount of time.

This Resolution shall be in full force and effect from the date of its passage, May 24, 2022, by the Board of Parks Commissioners of the City of Bloomington.

PASSED AND ADOPTED at a regular meeting thereof on this 24<sup>th</sup> day of May, 2022, by the following roll call vote:

Ayes:

Noes:

Absent:

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Kathleen Mills, President

Attest:

Paula McDevitt  
Administrator



## STAFF REPORT

Agenda Item: C-11  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Tim Street, Operations and Development Division Director  
**DATE:** May 24, 2022  
**SUBJECT:** CONTRACT WITH BNL FOR PEDESTRIAN BRIDGE INSPECTIONS

### **Recommendation**

Staff recommends approval of a contract with Beam, Longest & Neff (BNL) for professional engineering inspections of five (5) pedestrian bridges and structures in parks.

The amount is not to exceed \$12,000 and will be funded from ARPA Funds: 176-18-G21105-53990.

### **Background**

Beam, Longest, & Neff recently conducted professional engineering inspections on bridges and small structures for various City of Bloomington Departments with funds from 2021. For fiscal year 2022, Parks had an additional budget goal to complete more pedestrian bridge inspections. BNL will inspect five bridges and structures and deliver findings. The bridges/structures are: the Miller Showers east-west bridge, the Miller Showers pier overlook, the Cascades pedestrian bridge near the Waterfall Shelter, the pedestrian bridge at Sherwood Oaks Park, and the pedestrian bridge along Country Club Rd near the B-Line.

**RESPECTFULLY SUBMITTED,**

Tim Street, Operations and Development Division Director

2021-January

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
BEAM, LONGEST & NEFF, LLC  
FOR  
PARKS PEDESTRIAN BRIDGE INSPECTIONS**

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

**WITNESSETH:**

WHEREAS, the Department wishes to conduct engineering inspections on certain pedestrian bridges; and

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

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Tim Street as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

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

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

The Department shall pay Contractor for all fees and expenses in an amount not to exceed twelve thousand dollars (\$12,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

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

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

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

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

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

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

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

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

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



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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:****Contractor:**

City of Bloomington		Beam, Longest & Neff
Attn: Tim Street		Attn: Brian
401 N. Morton, Suite 250		8320 Craig Street
Bloomington, Indiana 47402		Indianapolis, IN 46250

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****BEAM, LONGEST & NEFF LLC**

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Beth Cate, Corporation Counsel

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Jim Longest

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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:

#### **Scope of Work**

Contractor shall inspections and reports on five (5) bridges and small structures within the City of Bloomington.

#### **1. Pedestrian Bridge and Small Structure Inspections**

- 1.1. Qualifications of inspection personnel shall comply with the National Bridge Inspection Standards (NBIS). The title page of each copy of the report shall include the signature and seal of the Professional Engineer in charge of the inspection.
- 1.2. The Pedestrian Bridge and Small Structure Inspections shall be done in accordance with the “National Bridge Inspection Standards” (NBIS), and the current “AASHTO Manual for Maintenance Inspection of Bridges,” if applicable.
- 1.3. The Pedestrian Bridge Inspections and Small Structure Inspections will be the result of visual observations and data obtained during field inspections. The conclusions of the report will be based on relatively evident deficiencies. The bridges will only be load rated if condition ratings of a 5 or less results from the field inspection. Bridges over a waterway will have a scour screening and assessment performed. If a load rating analysisist or scour analysis needs performed the contract may be supplemented.
- 1.4. The following items shall be incorporated into each report:
  - 1.4.1. Structure inventory and Appraisal (SI&A) report for individual structures.
  - 1.4.2. Legible current color photographs of the structure alignment, elevation and areas showing deficiencies.
  - 1.4.3. Individual listings of structures that must be closed, posted, and have posting corrections, or have posting signs removed.
  - 1.4.4. Schedule of safety improvements needed.
  - 1.4.5. Schedule of maintenance items needed.
  - 1.4.6. A numerical listing of each structure will be included in the front of the report.
  - 1.4.7. Coordinates of bridge locations based on a Global Positioning System (GPS) for GIS integration. The coordinates shall be located at the approximate center o he structure.
  - 1.4.8. Sufficiency ratings for each structure will be calculated and reports on the SI&A sheet for each structure.
- 1.5. The Parks Department shall guarantee access to and make all provisions for the Consultant to enter upon public and private lands as required for Consultant to perform the Services under the Agreement.
- 1.6. The Parks Department shall provide access, at no expense to the Consultant, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.

## List of Structures to be Inspected

Structure	Road/Facility	Type	Length	Width	Point_X	Point_Y	Notes
<b>PB0004</b>	Cascades – Old 37	Sidewalk	49.2	6.7	3107878.865	1438087.787	Cascades Ped bridge NE of Waterfall Shelter (prefab)
<b>PB0009</b>	Miller-Showers Park	Sidewalk	95	13.6	3108476.84	1432239.86	Miller Showers Pier Overlook
<b>PB0010</b>	Miller-Showers Park	Sidewalk	157	9	3108422.04	1433058.43	Miller Showers E-W bridge
<b>PB0018</b>	Sherwood Oaks Park	Sidewalk	51.8	6.7	3114409.84	1413803.01	Sherwood Oaks Park Jackson Creek Bridge (prefab)
<b>PB0020</b>	Country Club Rd	Sidewalk	123	8.7	3108693.303	1416506.769	Country Club Rd Path Bridge (prefab)

*X Y coordinates are State Plane for 1302- Indiana West in US Survey Feet. Length and width in feet.*

## **EXHIBIT B**

### **“Project Schedule”**

All work to be completed with report delivered 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.

**Beam, Longest, & Neff**

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-12  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Tim Street, Operations and Development Division Director  
**DATE:** May 24, 2022  
**SUBJECT:** CONTRACT WITH MIDWEST MAINTENANCE INC. FOR WALDRON, HILL, AND BUSKIRK PARK BANDSTAND COLUMN WRAP REPAIRS

### Recommendation

Staff recommends approval of a contract with Midwest Maintenance, Inc. for repairs on the Waldron, Hill, and Buskirk Park bandstand support columns.

The contract is not to exceed \$75,000 and the funding source is 176-18-G21105-53990 (ARPA Funding).

### Background

In fall 2021, staff members noticed cracking along several of the concrete masonry unit blocks comprising the front support pillars at the Waldron, Hill, and Buskirk Park bandstand. Due to the potential danger of pieces of concrete falling from height, the stage was immediately fenced off. An engineering inspection conducted by Arsee Engineers determined the cause to be excess grout on the inside of the column wraps, which did not let the steel support beam inside to deflect appropriately. Instead, shear forces were transferred to the concrete blocks, causing cracks. Arsee Engineers designed a solution in early 2022. Midwest Maintenance Inc. will conduct the repairs to the stage over July and August, allowing it to be reopened fully in mid-August.

**RESPECTFULLY SUBMITTED,**

Tim Street, Operations and Development Division Director

2021-January

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
MIDWEST MAINTENANCE, INC.  
FOR  
WALDRON, HILL, AND BUSKIRK PARK BANDSTAND COLUMN WRAP REPLACEMENT**

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

**WITNESSETH:**

WHEREAS, the Department wishes to make repairs to cracking stage column wraps at the Waldron, Hill, and Buskirk Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform construction services related to the demolition and reconstruction of concrete masonry columns (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 August 18, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Tim Street as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

### **Article 3. Responsibilities of the Department**

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

### **Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed seventy five thousand dollars (\$75,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

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

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

### **Article 6. Schedule**

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

### **Article 7. Termination**

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

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

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

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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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.

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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.
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- 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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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.

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**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	Midwest Maintenance, Inc.
Attn: Tim Street	Attn: Jeffrey Lyman
401 N. Morton, Suite 250	101 Fox Drive
Bloomington, Indiana 47402	Piqua, OH 45356

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**

**MIDWEST MAINTENANCE, INC.**

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

\_\_\_\_\_  
William J. Meyer

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

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



## **EXHIBIT A**

### **“Scope of Work”**

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

Work of the project includes the demolition and disposal of the existing concrete masonry unit columns on both front support pillars of the Waldron, Hill, and Buskirk Park Bandstand, the removal of grout, and reconstruction of two new CMU columns along with associated work.

Full details are included in The Waldron, Hill, and Buskirk Park Bandstand Column Wrap Replacement Project Manual and Plans, created by Arsee Engineers.

## **EXHIBIT B**

### **“Project Schedule”**

Work will begin on or about July 5, 2022, and will be complete by August 19, 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.

**Midwest Maintenance, 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: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Tim Street, Operations and Development Division Director  
**DATE:** May 24, 2022  
**SUBJECT:** CONTRACT WITH LENTZ PAVING, LLC FOR CRACK REPAIR AND RESURFACING OF PARK RIDGE EAST SPORT COURTS

### Recommendation

Staff recommend approval of a contract with Lentz Paving, LLC for crack repair and asphalt resurfacing of the Park Ridge East tennis courts (2) and basketball court (1).

The contract is not to exceed \$58,250 and will be funded from 200-18-187001-54310.

### Background

The Park Ridge East tennis and basketball courts are in a state of deterioration, with several large cracks and heaves creating an uneven playing surface. These courts were scheduled for resurfacing in this budget cycle. Lentz Paving will perform these repairs using the same techniques used for recent repairs at the Bryan and Winslow tennis courts. Work will be completed by August 15. Parks will secure a contract with another vendor to do the final surfacing and line striping after an appropriate curing period has elapsed.

**RESPECTFULLY SUBMITTED,**

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

Tim Street, Operations and Development Division Director

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
LENTZ PAVING, LLC  
FOR  
PARK RIDGE EAST COURT REPAIR**

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

**WITNESSETH:**

WHEREAS, the Department wishes to conduct asphalt crack repair and overlay at the Park Ridge East tennis and basketball courts; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the asphalt repair and overlay (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 August 15, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Tim Street as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed fifty eight thousand two hundred and fifty dollars (\$58,250.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

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

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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



**Article 14. Insurance**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:****Contractor:**

City of Bloomington		Lentz Paving, LLC
Attn: Tim Street		Attn: Travis Lentz
401 N. Morton, Suite 250		PO Box 87
Bloomington, Indiana 47402		Bloomington, IN 47402

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON****LENTZ PAVING, LLC**

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Beth Cate, Corporation Counsel

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Travis Lentz

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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:

At the Park Ridge East Park Tennis (2) and Basketball (1) courts:

- Saw-cut approx. 1,000 sq. ft. of cracked asphalt and remove from site.
- Install an avg. of 2” of #53 stone in excavated areas and compact.
- Install an average of 3” of HMA #8 base asphalt mix and roll for compaction.
- Place Petr-Mat over saw joints.
- Apply AET tack oil to ensure a proper bond.
- Pave surface area of three courts (two tennis, one basketball) with an average of 1.5” of HMA #11 surface asphalt mix and roll for compaction.

## **EXHIBIT B**

### **“Project Schedule”**

All work shall be complete by August 15, 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.

**Lentz Paving, 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-14  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Tim Street, Operations and Development Division Director  
**DATE:** May 24, 2022  
**SUBJECT:** ADDENDUM TO CONTRACT WITH SCENIC CONSTRUCTION TO  
COMPLETE CHANGE ORDER TWO

### Recommendation

Staff recommends approval of a contract addendum with Scenic Construction Services to complete final items identified in Change Order Two.

The contract amount is not to exceed \$5,960 and will be funded from the Bicentennial Bond: 980-18-18018B Project 980 220B.

### Background

Scenic Construction is nearing completion of the Cascades Phase 5 and Streambank Stabilization Project. During the course of construction, it was determined that two new safety railings should be installed on the end of the pedestrian bridge crossing Cascades Creek to protect pedestrians from an unintentional fall into the creek below. Scenic Construction provided a quote for fabricating railings that will match the existing style and aesthetic of the bridge railings. These will be installed on a separate timeline from the completion of the main project, but no later than August 15, 2022.

**RESPECTFULLY SUBMITTED,**

Tim Street, Operations and Development Division Director  
2021-January



**ADDENDUM TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
SCENIC CONSTRUCTION SERVICES, INC.  
FOR  
CHANGE ORDER TWO FOR CASCADES TRAIL PHASE 5 PROJECT**  
(Entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2022)

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

WHEREAS, based on available funding and project needs, an additional scope of work to install two sections of safety railing along a section of the creek has been identified; and

WHEREAS, the Department wishes for this railing to match the style and aesthetic of the existing railings along the bridge; and

WHEREAS, on May 11, 2022, the Contractor provided a quote for the completion of this change order; and

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

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

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

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

**Article 1. Scope of Services:** To amend the Agreement to reflect this additional scope of work:

- Fabricate and install two steel railings, both with a height of 42 inches, one at a length of 4.5 feet and the other at a length of 5.5 feet. The railings will be four feet between rails and have a 4” +/- leg with a flange in order to bolt to the concrete. All railings and posts will be constructed with 3” square tube steel. All spindles will be 1.5” x 1.5” angle steel.

**Article 1. Scope of Services:** To amend the Agreement to reflect a separate time allowance for the additional scope of work:

- The additional scope of work in the Addendum for Change Order Two shall be completed on or before August 15, 2022.

**Article 4. Compensation:** To amend the Agreement to reflect the additional charge of not to exceed five thousand nine hundred and sixty dollars (\$5,960).

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

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

**CITY OF BLOOMINGTON**

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Paula McDevitt, Director  
Parks and Recreation Department

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Kathleen Mills, Park Board President  
Board of Park Commissioners

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Beth Cate, Corporation Counsel

**SCENIC CONSTRUCTION**

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Tony Biasi



## STAFF REPORT

Agenda Item: C-15  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Emily Carrico, Health and Wellness Coordinator  
**DATE:** May 24, 2022  
**SUBJECT:** PARTNERSHIP AGREEMENT WITH INDIANA UNIVERSITY AQUATICS  
FOR "ALL KIDS SWIM" PROGRAM

### **Recommendation**

Staff recommends approval of this Facility License Agreement with Indiana University Recreational Sports Outdoor Pool for the All Kids Swim program in June and July 2022. Budget line is 201-18-G17014-53990 and will not exceed \$3000.

### **Background**

The goal of this license agreement is to outline the shared responsibilities for a youth swimming education program called All Kids Swim (AKS). AKS is funded through the Indiana State Department of Health Youth Adolescent and Physical Activity (YAPA) grant. With the help of Indiana University, Banneker Summer Camp campers will have the opportunity to attend AKS at the IU Outdoor pool, receiving two weeks of swim lessons free of charge from IU's skilled instructors.

**RESPECTFULLY SUBMITTED,**

*Emily Carrico*

Emily Carrico, Health & Wellness Coordinator



## INDIANA UNIVERSITY FACILITY LICENSE AGREEMENT

This Facility License Agreement (“Agreement”) is made as of 5/5/2022 by and between THE TRUSTEES OF INDIANA UNIVERSITY (“Licensor”), a statutory body politic created and existing under the laws of the State of Indiana, on behalf of Indiana University Campus Recreational Sports (“RS”), and City of Bloomington Parks and Recreation (“Licensee”).

Subject to the conditions set forth herein, Licensor hereby grants to Licensee a limited, temporary and non-exclusive license to access and use the following facility owned by Licensor on the date and time described below: **Recreational Sports Outdoor Pool (RSOP) (the “Licensed Facility”).**

### 1. **DATE, TIME and PURPOSE OF USE**

- a. Licensee shall have access and use of the Licensed Facility on the dates and times shown below.

Date(s)	Time	Location
June 6 – 16 (Mon – Thur)	12:00 pm – 1:00 pm	RSOP Instructional Pool
June 20 – 30 (Mon – Thur)	12:00 pm – 1:00 pm	RSOP Instructional Pool
July 11 – 21 (Mon – Thur)	12:00 pm – 1:00 pm	RSOP Instructional Pool

- b. Licensee agrees that its access and use of the Licensed Facility shall be solely for the uses and purposes specifically contemplated herein by the parties, specifically **City of Bloomington Parks and Recreation – All Kids Swim** (“Event”).
- c. Licensee’s use of the Licensed Facility shall be exercised in a manner that does not interfere with Licensor’s other use or occupation of the space or Licensor’s other property or premises.
- d. Set up requirements and program details must be worked out and approved by an RS Facility/Event Manager. Set up and program details may be specified in **Attachment A**.

### 2. **LICENSING FEES**

- a. Licensee shall pay Licensor the following fee for use of the Licensed Facility, which includes facility rental, equipment rental and staffing costs: **\$3000** Licensee also agrees to be responsible for any applicable sales tax associated with this Agreement. A detailed estimate of costs is included in **Attachment B**. This cost estimate and/or the licensing fee is subject to change if Licensee requests a modification to the facilities to be rented and/or the equipment or staff needed.
- b. Within thirty (30) days following Licensee’s use of the Licensed Facilities, Licensor will provide Licensee an accounting and invoice of any charges resulting from Licensor’s repair or cleaning of the Licensed Facility or Licensor’s provision of additional staff pursuant to this Agreement. Licensee shall settle any outstanding balance within thirty (30) days of receiving the invoice from Licensor. However, Licensor’s failure to make a determination of damage at the time of the accounting shall in no way constitute a waiver

of Licensee's responsibility for damage. Licensee shall also be responsible for any fees, including attorney's fees is applicable, associated with Licensor's collection of any outstanding balance.

### 3. **CATERING AND CONCESSIONS**

In accordance with Licensor's policies, any food or beverage served at the Event must be approved by an RS Facility/Event Manager and be provided by Licensor's dining services or by a properly licensed caterer approved by Licensor (a list of pre-approved food vendors can be found at <https://inlocc.iu.edu/Alcohol.cfm?>). No other food or beverages may be brought by Licensee or Licensee's guests to the Licensed Facility. The approved caterer must comply with all other Indiana University policies regarding food service, including, but not limited to, completing the University Office of Environmental Health & Safety's [Temporary Food Service Application](#) at least seven (7) days prior to the event. All beverages distributed during the Event other than non-bottled water must be Coca-Cola® products, and all vending machines on Licensor's premises must remain plugged in and operational. Licensee is not permitted to serve or distribute any alcoholic beverages during the Event. Any outside caterer must carry commercial general liability insurance, including a products-completed operations endorsement, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

For any insurance policies required under this Agreement, the insurance must be issued by a company acceptable to Licensor, and "The Trustees of Indiana University, its officers, agents, and employees" must be named as an additional insured on each policy. Certificates of insurance for any required policies must be submitted to Licensor for review and approval at least fourteen (14) days prior to the Event. If Licensee's vendor/caterer fails to comply with any of the requirements described in this section, the vendor/caterer will not be permitted to serve food at the Event, and Licensor shall not be responsible for any losses incurred by Licensee or Licensee's subcontractors as a result of such cancellation.

### 4. **INDEMNITY**

Licensee, including its officers, directors, agents, employees, and affiliates, agrees to defend, indemnify and hold harmless Licensor, its successors, assigns, directors, officers, employees, agents, and any other person for whom Licensor may be legally liable ("Indemnified Parties"), from and against any and all costs, expenses (including attorney's fees), interest, losses, obligations, liabilities, or damages paid ("Losses") which may accrue to or be incurred or sustained by the Indemnified Parties, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, actions, causes of action, suits, appeals, and proceedings ("Claims"), all whether groundless or not, or the settlement thereof, based on actual or alleged injuries, damages, or liability of any kind whatsoever, made or brought against the Indemnified Parties, sustained in connection with this Agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the Indemnified Parties. The Licensee further agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all liability, damage, loss, cost, or expense which may accrue to or be sustained by Licensee, Licensee's guests, or Licensee's subcontractors on account of any cancellation by Licensor of this Agreement.

### 5. **COMPLIANCE WITH APPLICABLE LAWS AND INDIANA UNIVERSITY POLICY**

This Agreement shall be governed by the laws of the State of Indiana. Licensee will comply with all laws of the United States, the State of Indiana, all rules and requirements of the police and fire

department or other authorities of the city, county or state, and all policies of Indiana University and RS. Further, the Licensee will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules, requirements or University and/or RS policies.

6. **CONTROL OF FACILITY AND RIGHT TO ENTER**

In permitting the use of the Licensed Facility, Licenser does not relinquish custody and control thereof and does hereby specifically retain the right to enforce any and all appropriate laws, rules, regulations and policies applicable to said premises. Licensee shall permit Licenser to enter the Licensed Facilities at all reasonable times for the purpose of, but not limited to, inspection to ensure Licensee's compliance with the terms and conditions set forth herein or to carry out any purpose necessary, incidental or connected with the performance of any of Licenser's obligations under this Agreement.

7. **DAMAGE TO PREMISES**

- a. Licensee, including its administrators, staff, volunteers, and affiliates, agrees to use the facilities above solely for the use and purposes contemplated in this Agreement, and shall not injure, or in any manner deface or damage the Licensed Facility or any equipment contained therein and shall not cause or permit anything to be done whereby the Licensed Facility is defaced or damaged.
- b. If the premises, furnishings, equipment or any portion of the building during the term of this license shall be damaged by the acts, default or negligence of the Licensee, or of Licensee's agents, employees, patrons, guests, or any other person admitted upon the premises by Licensee, Licensee will pay to the Licenser upon demand such sum as shall be necessary to restore said premises to their present condition. Licensee shall be responsible for clean-up of the Licensed Facility. The costs for any labor of Licenser's employees that is required to clean the Licensed Facility after Licensee's use will be billed to Licensee at Licenser's standard hourly rate.

8. **INSURANCE REQUIREMENTS**

During the term of this Agreement, Licensee agrees to carry and maintain, and shall furnish Licenser proof of, insurance under the following terms and conditions:

- a. If Licensee has any employees, Licensee shall carry and maintain a worker's compensation policy that complies with all applicable laws and provides limits of not less than \$500,000. Licensee agrees to furnish to Licenser a certificate of insurance for such policy and to require independent contractors engaged by Licensee to carry and maintain workmen's compensation insurance covering their employees working or performing such services.
- b. Licensee shall carry and maintain general liability insurance insuring the Licensee and naming "The Trustees of Indiana University, its officers, agents, and employees" as an additional insured with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Licensee's policy shall be primary and non-contributing with respect to any insurance carried by Licenser.

- c. These insurance policies shall not limit Licensee's liability under this Agreement. All policies shall be with a company that is acceptable to Licensors and shall contain an endorsement requiring thirty (30) days' written notice to the Indiana University Office of Insurance, Loss Control & Claims before cancellation, reduction or other modification. A certificate of insurance and proof of additional insured must be delivered to the Licensors no later than fourteen (14) days prior to the Event. If proof of acceptable insurance is not provided, Licensors reserves the right to terminate this Agreement, and Licensee shall not be permitted to use Licensors's Facilities. The parties agree that Licensors will not be responsible for any loss or damage suffered by Licensee or Licensee's vendors as a result of cancellation due to Licensee's failure to provide proof of insurance.
- d. Licensee agrees to be solely responsible for all sums payable for Social Security, Unemployment Insurance, Disability Benefits, or other charges in connection with Licensee's employees. Licensee is and shall remain the employer of such employees for all purposes.
- e. If Licensee has difficulty obtaining proper insurance coverage, Licensee may contact the IU Office of Insurance, Loss Control & Claims about participating in Licensors's TULIP program.
- f. At Licensors's sole discretion, additional insurance coverage may be required depending upon the nature of the event.

9. **PROGRAMS INVOLVING CHILDREN**

Licensee acknowledges that the University has adopted a policy entitled Programs Involving Children ("Policy"). By executing this Agreement, Licensee is confirming that it has read and understands the Policy and that it accepts compliance with the Policy as an express condition of this Agreement. As part of compliance with the Policy, Licensee must attest to the statements included in Attachment C. The Policy, along with additional resources and information concerning the Policy, may be found at: <http://policies.iu.edu/policies/categories/administration-operations/public-safety-institutional-assurance/PS-01.shtml>.

Licensee must work with an RS Facility/Event Manager to ensure compliance with the Policy and must abide by any instruction given by Licensors related to the Policy, including, but not limited to, instruction regarding chaperone supervision, restroom and locker room use, Licensed Facility ingress and egress, and restricted areas in the Licensed Facility. In the event that Licensee fails to provide an adequate number of chaperones, Licensors may, at Licensee's expense, elect to provide its own staff to help supervise the Event, including locker room supervision. However, if at any time Licensors determines in its sole discretion that Licensee is not in compliance with the Policy or instructions related to the Policy (e.g. chaperone/supervision), it may cancel the Event and terminate this Agreement. Licensors shall not be responsible for any cost to Licensee for the termination of the Event under this paragraph. Details regarding restroom and locker room use are included in Attachment A.

10. **LICENSING, COPYRIGHTED MATERIAL, SPONSORSHIPS, AND MARKETING**

Securing licenses for any copyrighted material used at the Event is the responsibility of Licensee. Licensee agrees to indemnify, defend, and hold harmless Licensors, its officers, agents, and employees for and against any and all claims, demands, or suits that may be made or brought against them with respect to the use of any copyrighted material during the Event. Licensee may

not use any of Licensor's trademarked or copyrighted material (including, without limitation, the Indiana University name and Indiana University Interlocking Block IU logo) without prior approval from the Indiana University Office of Licensing and Trademarks.

No Event signage, marketing materials, or decorations may be displayed or disseminated without the written permission of Licensor. Licensee must also submit a list of all Event sponsors to Licensor at least 14 days prior to the Event for approval.

11. **TERMS & CONDITIONS**

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, and any action or legal proceeding related to this Agreement shall be litigated exclusively in a state court in Monroe County, Indiana.
- b. Licensee hereby represents and warrants to Licensor that Licensee has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.
- c. Licensee and its subcontractors, if any, shall have no authority, express or implied, to act on behalf of or bind Licensor in any capacity whatsoever as agents or otherwise.
- d. No right or duty, in whole or in part, of the Licensee under this Agreement may be assigned or delegated.
- e. Nothing in this Agreement shall operate to confer on, or vest in the Licensee any title, interest or estate in the premises.
- f. The provision of security services by Indiana University, if any, is not intended to be, and shall not be construed to be, a guarantee of the safety or security of the premises and/or its occupants.
- g. Neither party shall be considered in breach of this agreement for failure to perform if such failure is caused by national or local calamity, acts of terrorism, the act or regulation of any public authority, labor difficulty or strike, war, epidemic, fire, storm, inclement weather or other act of God, or any other cause beyond the reasonable control of the non-performing party that renders that party's performance impossible.
- h. All access areas must be kept clear in case an emergency arises. No portions of the sidewalks, entries, passages, vestibules, halls or stairs shall be obstructed by the Licensee, or permitted to be used for any purpose other than ingress and egress to and from the building. Exit lights, emergency lights, house lights, aisle lights, stairway and hallway security lights or any other lights necessary for the safe occupation of the building shall not be obstructed in any way.
- i. It shall be Licensee's responsibility to understand and abide by the Indiana University Campus Parking System and all policies set by the Indiana University Office of Parking Operations. Licensor shall not be responsible for any fines or penalties incurred by Licensee, including Licensee's guests or invitees, in connection with parking.



- j. The use of Licensor's Wi-Fi connection for credit card transactions is prohibited. Any credit card transactions at the Event must be conducted through cellular data transmission or the AT&T public Wi-Fi connection.
- k. Licensee confirms that it does not and will not discriminate and/or segregate patrons because of race, religion, color, sex, age, national origin, handicap, marital status or sexual orientation.
- l. It is understood that Indiana University is tobacco free, and the use of all smoking or chewing tobacco products is prohibited except within the confines of one's personal vehicle.
- m. It is Licensee's sole responsibility to confirm that all participants under the age of eighteen (18) have a current Permission to Treat (PTT) form signed by the participant's parent or guardian on file with Licensee's event organizer or his/her designee for such purpose. The PTT form must be submitted to RS in advance of the Event. Failure by Licensee to secure a signed PTT form for any Event participant under the age of eighteen (18) will result in that participant not being able to access facilities or participate in the Event.
- n. It is Licensee's sole responsibility to make arrangements with and pay any third party vendor (caterer, musicians, or other service provider) providing services for the Event. However, Licensee shall provide Licensor with a copy of any contracts that Licensee enters into with such third party vendors. Licensee agrees to provide all third party vendors with a copy of this Agreement and will ensure that all third party vendors comply with the terms and conditions of this Agreement.
- o. This Agreement constitutes the entire agreement between the parties and replaces any and all prior written and oral agreements between the parties with respect to the subject matter hereof. It is understood that any modifications, additions, or deletions must be in written form signed by both parties as an addendum to this Agreement.
- p. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of a part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

**LICENSOR:**  
**THE TRUSTEES OF INDIANA UNIVERSITY**

**LICENSEE:**  
**CITY OF BLOOMINGTON**  
**PARKS & RECREATION**

<p>By: _____ Donald S. Lukes, Treasurer</p> <p>Date: _____</p>	<p>_____ Paula McDevitt, Director</p> <p>_____ Kathleen Mills, President Board of Park Commissioners</p> <p>_____ Beth Cate, Corporation Counsel</p>
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## Attachment A

### 1. Event Overview

Name of Event: All Kids Swim		Sponsoring Organization: City of Bloomington Parks and Recreation	
Date & Time of Event: June 6 – 16, June 20 – 30, and July 11 – 21		RS Event Counselor: Mark Miller	
Set up start time: 12:00 pm	Event start time: 12:15 pm	End time including tear down: 1:15 pm	
Spaces being utilized: Recreational Sports Outdoor Pool Instructional Pool			
Facility Access Point: North Swim Lesson Access Gate of Recreational Sports Outdoor Pool.			
Sponsoring Organization Representative(s) –names and contact information: City of Bloomington Parks and Recreation. Emily Carrioc and Becky – Barrick Higgins <a href="mailto:Emily.carrico@bloomington.in.gov">Emily.carrico@bloomington.in.gov</a> <a href="mailto:barrickb@bloomington.in.gov">barrickb@bloomington.in.gov</a>			
# Participants: 14 - 21 # Spectators: 4-6 (Counselors #IU Students: #IU Fac/Staff: #Public: 18 - 30 Will event include people under the age of 18? [X] Yes [ ] No If yes, provide age range: ___4 - 16_____		Food	Yes [ ] No [X]
		Cash Transactions	[ ] [X]
		Equipment Rental	[ ] [X]
		Officials Needed	[ ] [X]

2. Facilities:

- a. The spaces listed above have been approved for use by during the times listed. The facility must be accessed via the Recreational Sports Outdoor Pool Swim Lesson Entry gate located on the north side of the facility in order to minimize disruption of regular RS operations.
- b. Food is not permitted in activity spaces other than those specified in section 8.
- c. All event signage, decorations, banners, etc. must be approved by RS. All materials must be fireproof or fire retardant.
  - i. Locations must be pre-approved by RS. RS Posters, marketing materials, furniture, and equipment cannot be moved without prior approval.
  - ii. T-stands are available upon request to display signage and event information.
  - iii. 3M Command Strips<sup>®</sup> must be used to attach any approved signage or decorations to building or equipment surfaces. If provided by RS, the cost will be charged to the Licensee.

3. Restrooms & Locker Rooms:

- a. Men's and Women's gender specific locker rooms with at least one gender specific counselor monitoring participants in each gender specific locker room. Participants and staff are encouraged to use the locker room that aligns with their gender identity.
- b. In conjunction with Paragraph 9 of the Agreement, Event participants under the age of 18 must be supervised and accompanied by a Licensee staff member, parent/guardian, or volunteer ("chaperone") who has undergone a sex offender registry check when using the designated public locker rooms or restrooms for changing, using the restroom, or showering. Chaperones will be responsible for monitoring the locker area and will oversee the restroom and shower area.
- c. At the conclusion of the event, Licensee must verify that all participants have left the locker room and restroom facilities.
- d. The ratio of chaperones to Event participants in the locker rooms must be no more than 1:10.

4. Equipment:

- a. Licensee has agreed to rent the equipment specified at the rate listed on the estimated invoice contained in Attachment B.
- b. No equipment shall be removed from the Licensed Facility without permission from RS.

5. RS Staffing:

- a. The following staff will be assigned to this Event with the associated costs billed to Licensee.

<b>RS Staff</b>	<b>Responsibilities</b>
Swim Instructor	Teaching lessons to the participants of the All Kids Swim Program, rate is included in daily fee.

6. Parking

- a. At the Recreational Sports Outdoor Pool, parking is available across the street in the IU Volleyball/Wrestling parking lot, the tennis center parking lot, and the Soccer stadium parking lot to the north east of the pool.

7. Concessions and Hospitality

- a. Approved concessions and hospitality items can only be consumed in spaces designated here:
  - i. Picnic Areas on Pool deck of Recreational Sports Outdoor Pool

8. Wireless and Internet Access

- a. Students and other individuals with an IU Network ID should connect to IU Secure.
- b. Visitors to Indiana University who do not have an IU Network ID can connect to AT&T wireless free of charge. To connect, make sure your device's wireless networking (Wi-Fi) is turned on and select the "attwifi" SSID. You may need to start your web browser to finish authenticating to AT&T. For complete directions for several different devices, see AT&T's Accessing Wi-Fi (<http://www.att.com/gen/general?pid=13540>).

9. Risk Management

- a. RS staff will have final discernment regarding all policies and procedures applicable to the Event, including but not limited to the following:
  - i. Any specific policies related to the approved activity spaces being utilized.
  - ii. Response to all injuries and emergency situations in the facility. Please note that the University requires an ambulance call for the types of injuries listed below (regardless of if a parent/legal guardian is present). A parent/legal guardian may decline transport, but IU Health EMS personnel will provide information to guide any such decision.
    - a. Not breathing or trouble breathing
    - b. Chest pain
    - c. Head, neck, or back injury
    - d. Decreased level of consciousness
    - e. Severe muscle, bone or joint injury
      - 1. Severe pain

- 2. Unable to move or walk
    - 3. Deformity
    - 4. Decreased sensation
  - f. Nose bleed
    - 1. Resulting from direct impact
    - 2. After diving in to the pool
    - 3. Seasonal lasting longer than 10 minutes
  - g. Diabetic emergency
  - h. Allergic reaction
  - i. Severe bleeding
  - j. Seizures
  - k. Heat/cold related illness
  - l. Participant requests an ambulance
  - m. Any staff member feels an ambulance is needed
- iii. Documenting all accidents and incidents that occur in the activity spaces following RS protocol.
- b. It is the responsibility of the Licensee to report any and all injuries, no matter how minor, to RS staff immediately.
  - c. It is the responsibility of the Licensee to report any and all illegal activity or suspected illegal activity to the RS staff immediately. Examples include, but are not limited to: theft, fights, harassment/threats and drug/alcohol consumption.
  - d. In the event of any emergency situation caused by severe local weather or fire, Event participants must evacuate and follow instructions given by RS staff members or other Indiana University or public officials to ensure their safety and the safety of others.

## Attachment B – Cost Estimate

<b>REC SPORT COUNSELOR:</b>	Mark Miller			
<b>NAME OF EVENT:</b>	City of Bloomington Parks and Recreation All Kids Swim			
<b>DATE OF EVENT:</b>	June 6 - July 21			
<b>NAME TO BE BILLED:</b>	Bloomington Parks and Recreation			
<b>ADDRESS TO BE BILLED:</b>	4001 E Morton St. St. 250			
<b>CITY, STATE, ZIP CODE:</b>	Bloomington, IN 47404			
<b>ATTN:</b>	Emily Carrico			
<b>IU/SOA ACCOUNT # TO BE BILLED:</b>				
<b>EMAIL ADDRESS OF RESPONSIBLE PARTY</b>				
<b>Is organization tax exempt?</b>	Yes	<b>Is ST-105 on file?</b>	Yes	
<b>Program Fees</b>	<b>NUMBER OF CTS.</b>	<b>NUMBER OF HRS.</b>	<b>RATE PER HR:</b>	<b>TOTAL</b>
Instructional Program June 6 - 16	1.00	8.00	\$125.00	\$1,000.00
Instructional Program June 20-30	1.00	8.00	\$125.00	\$1,000.00
Instructional Program July 11-21	1.00	8.00	\$125.00	\$1,000.00
				\$0.00
<b>SUB-TOTAL FACILITY RENTAL:</b>		<b>24.00</b>		<b>\$3,000.00</b>
<b>Tax</b>				<b>\$0.00</b>
<b>TOTAL FACILITY RENTAL:</b>				<b>\$3,000.00</b>

**Attachment C - Programs Involving Children Attestation**

Read	Initial
I have read the university's policy on Programs Involving Children.	
All program volunteers and staff will have valid background checks on file and thereafter at least every five years and in accordance with PIC policy or, if approved by IU Public Safety as a large, discrete, occasional, the program will comply with those guidelines.	
Indiana University also requires faculty, staff, students and volunteers to report any suspected abuse or neglect to the Superintendent of Public Safety. All program staff have been made aware of the requirement to report suspected child abuse or neglect to DCS or law enforcement.	
This program will have written program specific rules and procedures and those procedures will be shared with program staff and volunteers.	
This program will submit to Recreational Sports a copy of the Permission to Treat form that will be distributed to parents/guardians. The event organizer will ensure that participants who do not have a signed PTT on file with them will not access the facility nor participate in activities described herein.	
This program will review the need for any waivers, permission slips or other legal forms needed. (For IU Departments, the Office of the VP and General Counsel MUST review all such forms before use.)	

**LICENSEE:**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## STAFF REPORT

Agenda Item: C-16  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Haylie Pryson, Community Events Specialist  
**DATE:** May 24, 2022  
**SUBJECT:** **TOUCH A TRUCK AT THE FAIR PARTNERSHIP AGREEMENT WITH  
MONROE COUNTY FAIR ASSOCIATION**

### **Recommendation**

Staff recommends approval of the Touch a Truck at the Fair partnership agreement with the Monroe County Fair Association. No funds will be exchanged. In exchange for the event, the Monroe County Fair Association will offer a free site rental for a future event.

### **Background**

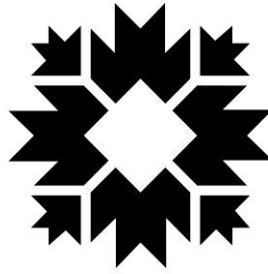
This is a partnership agreement for a new event, Touch a Truck at the Fair. This event will take place at the Monroe County Fair on Kid's Day, allowing children the opportunity to get close to a variety of trucks and vehicles. This event will be taking place on June 29<sup>th</sup> from 12-3pm at the Monroe County Fairground grandstand.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, which appears to read "Haylie Pryson". The signature is written in a cursive, flowing style.

Haylie Pryson, Community Events Specialist





**CITY OF BLOOMINGTON**  
Parks and Recreation

**Program Partnership Agreement  
Monroe County Fair Association Touch a Truck at the Fair**

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 Fair Association (“MCFA”).

**WHEREAS**, BPRD and the MCFA desire to cooperate in the provision of a free Touch a Truck at the Fair event at the Monroe County Fairground.

**WHEREAS**, the MCFA 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 free Touch a Truck at the Fair. This event will bring out a variety of different trucks that children and families are able to look at.

**2.0 Duration of Agreement:**

This Agreement shall be in full force and effect from June 1, 2022, to November 30, 2022, 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 MCFA in order to provide a new Touch a Truck at the Fair event that will occur during Kid’s Day at the Monroe County Fair.

**3.1.** Plan the event and coordinate the details for the event.

- 3.2. Recruit the trucks and vehicles that will be present at the fairgrounds on the day of the event.
- 3.3. Provide marketing logo for the event and advertise the event through social media outlets.
- 3.4. Provide onsite staff to coordinate event operations on the day of the event.

#### **4.0 Monroe County Fair Association:**

The goal of the MCFA is to provide opportunities for families and children

- 4.1. Provide the site for the Touch a Truck event.
- 4.2. Provide trash cans, tables, chairs, and site amenities that are necessary to operate the event
- 4.3. Provide, at no charge, a site rental for a Bloomington Parks and Recreation event on a date mutually agreed upon by both parties.

#### **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 MCFA.

- 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.

#### **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 Fair Association**  
Jake Conard  
5700 W. Airport Rd  
Bloomington, IN 47403  
jake.conard4440@gmail.com  
812-825-7439

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

**Bloomington Parks & Recreation**  
Haylie Pryson  
Box 848  
Bloomington, IN 47402  
[haylie.pryson@bloomington.in.gov](mailto:haylie.pryson@bloomington.in.gov)  
812-349-3773

**Monroe County Fair Association**  
Jake Conard  
5700 W. Airport Rd  
Bloomington, IN 47403  
[jake.conard4440@gmail.com](mailto:jake.conard4440@gmail.com)  
812-825-7439

## **7.0 Termination:**

- 7.1. Termination by mutual agreement: The partners may terminate this Agreement prior to November 30, 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.

## **8.0 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:**

MCFA, 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 MCFA 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 FAIR  
ASSOCIATION**

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Kathleen Mills, President  
Board of Park Commissioners

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Jake Conard  
Monroe County Fair Association

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Paula McDevitt, BPRD Director

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Beth Cate, Corporation Counsel

**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-17  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Emily Buuck, Community Relations Coordinator  
**DATE:** May 24, 2022  
**SUBJECT:** MEMORANDUM OF UNDERSTANDING – RSVP 55+ VOLUNTEER PROGRAM THROUGH AREA 10 AGENCY ON AGING

### Recommendation

Staff recommends approval of the Memorandum of Understanding for the RSVP 55+ Volunteer Program through the Area 10 Agency on Aging.

### Background

The RSVP 55+ Volunteer program is a program of the Area 10 Agency of Aging for volunteers aged 55 years and older. RSVP matches the talents and interests of the volunteers with meaningful programs that help better the community. In accordance with the MOU, RSVP/Area 10 will recruit and register volunteers for Parks programs, ensure that they are physically capable of carrying out the established roles, coordinate transportation for those unable to transport themselves, provide liability and health insurance, and coordinate with the Community Relations Coordinator to address needs or concerns as they may arise.

The Parks and Recreation Department and RSVP/Area 10 have, over the years, maintained a good working relationship. RSVP has often provided reliable volunteers for events such as the 50+ Expo. The Memorandum of Understanding provides clarity and specific roles to that working relationship. Staff recommends the renewal of the MOU for the next 3 years, 2022-2025.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Emily Buuck", is placed above the printed name.

Emily Buuck, Community Relations Coordinator

2021-January



## RSVP 55+ VOLUNTEER PROGRAM

**Amy Wardlow, Program Manager**

631 Edgewood Drive, Ellettsville, IN 47429

(812) 876-3383 x523

[RSVP@area10agency.org](mailto:RSVP@area10agency.org)

[www.area10agency.org/rsvp](http://www.area10agency.org/rsvp)

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## MEMORANDUM OF UNDERSTANDING (MOU)

*between RSVP and Organization where RSVP volunteers serve*

**Name of Organization:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Mission Statement:** \_\_\_\_\_

### Organizational category:

501 (c)\*

Public/Governmental Agency

Proprietary Health Care

\* If 501(c)3, please attach a copy of the IRS determination letter.

How many people does your organization serve annually? \_\_\_\_\_

How many volunteer opportunities do you have available for RSVP volunteers? \_\_\_\_\_

Please list the volunteer positions available:

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

Will the station provide any contributions to support the volunteers (i.e., meals, insurance coverage, reimbursement for transportation, office space, recognition, etc.)? If so, please specify: \_\_\_\_\_

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

Will volunteers serve off site (other than in private homes)? Yes No

If yes, where?

If yes, approximately how many volunteers?

\_\_\_\_\_

\_\_\_\_\_

## **BASIC PROVISIONS**

### **A. RSVP 55+ Volunteer Program:**

RSVP, a program of the Area 10 Agency on Aging, is a clearinghouse for volunteers aged 55 years and better. RSVP matches the talents and interests of volunteers with meaningful efforts that enhance the quality of our community. Area 10 is a 501(c)3 organization that receives funding from the Corporation for National and Community Service (CNCS) to administer RSVP. RSVP will:

1. Recruit, enroll, and place volunteers at the volunteer station.
2. Provide orientation on RSVP program procedures.
3. Provide orientation to station staff prior to placement of volunteers, as needed.
4. Provide accident, liability, and health, and excess automobile liability insurance coverage for volunteers while on volunteer assignment. All insurance is secondary coverage.
5. Address problems arising between the volunteer, the station, and/or RSVP.
6. Periodically assess and/or discuss needs of the volunteer station and RSVP volunteers.
7. Specify, verbally or in writing, that RSVP participants are volunteers. Publicity includes, but is not limited to, radio, TV, and print or verbal presentations.
8. Perform a criminal background check and a nation-wide sex-offender registry check on each volunteer.

### **B. The Volunteer Station will:**

1. Support RSVP recruitment by referring prospective volunteers 55 and older to RSVP.
2. Develop volunteer assignments that impact critical human and social needs, and regularly assess those assignments for continued appropriateness.
3. Assign a staff person to be responsible for day to day oversight of the placement of RSVP volunteers within the station and for assessing the impact of volunteers in addressing community needs. The station will make the final decision on the acceptance of potential RSVP volunteers.
4. Obtain a Letter of Agreement for an RSVP volunteer assigned in-home. The Letter of Agreement must comply with all Federal, state, and local regulations, will authorize volunteer service in the home, and will identify specific activities, periods, and conditions of service.
5. Perform additional background or reference checks on volunteers referred by RSVP as deemed necessary and prudent by the station.
6. Provide automobile liability insurance when the station's vehicle is used by a volunteer.
7. The station will furnish qualitative and quantitative data that estimates the impact of volunteer service on community needs, and other reports/information as needed.
8. Comply with all applicable civil rights laws and regulations including reasonable accommodation for RSVP volunteer with disabilities.
9. Provide assigned RSVP volunteer with the following support:
  - a. Orientation to station and appropriate in-service training to enhance performance of assignments.
  - b. Resources required for performance of assignments including reasonable accommodation.
  - c. Supervision while on assignment.
  - d. Appropriate recognition.
  - e. Provide for the safety of RSVP volunteers.
10. Financial support (cash or in-kind) for the RSVP project or for the volunteers is not a pre-condition for obtaining volunteer service.
11. Investigate/provide a written report to RSVP any accidents/injuries involving RSVP volunteers.

### **C. Other Provisions:**

1. The station may request removal of an RSVP volunteer at any time.
2. The RSVP volunteer may withdraw from service at the station or from RSVP, at any time.



3. Discussion of individual separations will occur among RSVP staff, volunteer station staff, and the volunteer in order to clarify the reasons, to resolve conflicts, or to take remedial action. Action may include placement of another RSVP volunteer at the same station or placement of said volunteer to another station.

## **D. Restrictions:**

1. The volunteer station will not direct RSVP volunteers to give religious instruction, conduct worship service, or proselytize as part of their volunteer duties. This does not preclude volunteer placement in social services at faith-based programs.
2. The volunteer station will not direct volunteers to participate in partisan political activity, including but not limited to, electoral activities, voter registration or transportation to polls, or efforts to influence legislation.
3. The volunteer station will not assign RSVP volunteers to any assignment that would displace employed workers or impair existing contracts for service.
4. Volunteers will not receive fees for their service. No compensation shall be requested or received from the beneficiaries of the RSVP volunteer services.
5. The volunteer station will not discriminate against RSVP volunteers or in the operation of its program on the basis of race; color; national origin; gender; sexual orientation; religion; age; disability; political affiliation; marital or parental status; or military service

## **E. Accessibility Self-Evaluation Certification**

An accessibility self-evaluation has been:

\_\_\_ Completed on \_\_\_\_\_(Date)

\_\_\_ Partially completed and will be done on \_\_\_\_\_(Date)

The result of the self-evaluation is as follows:

\_\_\_ The volunteer station, when viewed in its entirety, is accessible and no corrective actions are required.

\_\_\_ The volunteer station, when viewed in its entirety, is accessible, but some corrective actions will be made. Completion of the corrective actions will be completed by \_\_\_\_\_(date)

\_\_\_ The volunteer station, when viewed in its entirety, is not accessible.

## **F. Signatures:**

This Memorandum of Understanding (MOU) contains basic provisions that will guide the working relationship between both parties. Conditions of this MOU may be amended or terminated, in writing, at any time with concurrence of both parties. It must be renewed every three years to include needed changes. This MOU contains all the terms and conditions agreed upon by the contracting parties. No other understanding, oral or otherwise, shall be deemed to exist or bind either of the parties.

### **Volunteer Station**

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **RSVP**

Printed Name: Amy Wardlow

Signed: \_\_\_\_\_

Title: RSVP Program Manager

Date: \_\_\_\_\_



## STAFF REPORT

Agenda Item: C-18  
Date: 5-18-2022

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** May 24, 2022  
**SUBJECT:** CAPRA ACCREDITATION ANNUAL REPORT STRATEGIC ACTION PLAN  
REVIEW AND APPROVAL

### Recommendation

Staff recommends approval of the 2021-2025 Strategic Action Plan and Goals and Objectives for the City of Bloomington Parks and Recreation Department.

### Background

The Commission for Accreditation of Park and Recreation Agencies (CAPRA) accreditation requires accredited departments to complete an annual report. One of the 2022 annual report requirements is the review and approval of the department's Master Plan goals and objectives including the Strategic Action Plan (SAP).

In 2021 the Department completed a five year Master Plan with the Troyer Group, Inc. The report included five goals and objectives for the department to complete during the lifetime of the plan. Parks staff used the goals and objectives to create the Strategic Action Plan.

**RESPECTFULLY SUBMITTED,**

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Paula McDevitt, Administrator

# **BPRD 2021-2025 Strategic Action Plan Goals and Strategies**

## **Goal #1 - Maintain and Enhance the Assets and Natural Resources of the Department.**

- 1.1 Maintain and provide safe parks, trails, and facilities.
- 1.2 Maintain and improve existing equipment and assets.
- 1.3 Expand trail system to improve connectivity with other community assets.
- 1.4 Be responsive to development opportunities that enhance the park system.
- 1.5 Expand sustainability initiatives throughout all programming, maintenance, and development efforts.
- 1.6 Consider park land addition where it aligns with goals and values.
- 1.7 Prioritize sustainability and climate action within parks and facilities.
- 1.8 Address capital improvements where needed.
- 1.9 Develop long term standards to address public health responses across all parks and facilities.

## **Goal #2 - Reinforce activities and programs to positively impact public health, sustainability, and climate action.**

- 2.1 Continue to provide high quality programs, events, and recreational opportunities.
- 2.2 Develop long term standards for virtual programming and engagement.
- 2.3 Integrate standards that address public health guidelines for future BPRD programs and events.
- 2.4 Continue and expand promotion and marketing of activities, facilities, programs, events, and other community relations efforts.

## **Goal #3 - Prioritize Diversity, Equity, and Inclusion.**

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

## **Goal #4 - Develop Administrative and Staffing Capacity**

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

YEAR	GL	RPT	STRATEGY / ACTION ITEMS	DIV	TEAM	SITES	TARGET DATE
2022	4.2		Include Union Staff in DEI, Biasand, and new Kantola trianings by Q1	ADM	Admin		
2022	4		Transition remaining seasonal staff to electronic timekeeping through Time Track by end of Q4	ADM	Admin	All	Short Term - 2021 - 2022
2022	4.5		Provide 500 customers with a link to customer service satisfaction survey, with a completion rate of 10% (50), by end of Q4.	ADM	Admin	Showers	Short Term - 2021 - 2022
2022	4.4		Convert revenue data entry into New World from manual entry to an electronic process, by directly importing the program and rental revenue from RecTrac into New World by end of Q4.	ADM	Admin	All	Short Term - 2021 - 2022
2023	1.3		Discuss and introduce possible connection to Winslow from Caradon Hill	SP	All	Winslow Sports Park	Mid Term -2023 - 2024
2022	1.4		Winslow Sports Park; repurpose field #5 from baseball to all grass	SP	All	Winslow Sports Park	Short Term - 2021 - 2022
2022	1.4		Winslow Sports Park; demolish tops of senior field scoretowers	SP	All	Winslow Sports Park	Short Term - 2021 - 2022
2022	1.4		Twin Lakes Softball; demolish and repurpose interior islands of complex	SP	All	Twin Lakes Softball	Short Term - 2021 - 2022
2022	1.4		Building and Trades install futsal court by Q3	SP	All	Building and Trades	Short Term - 2021 - 2022
2023	1.4		Lower Casacades; repurpose the two ballfields	SP	All	Lower Cascades	Mid Term -2023 - 2024
2022	1.8		Drive effort to produce and upkeep annual facility inspection forms	SP	All	All	Short Term - 2021 - 2022
2022	2.1	Y	Complete annual audit of menued programs and offerings by Q2	SP	All	All	Short Term - 2021 - 2022
2022	2.1	Y	Complete annual audit of delivery structure of programs and offerings by Q2	SP	All	All	Short Term - 2021 - 2022
2022	3.1	Y	Achieve ADA compliance at all facilities	SP	All		Mid Term -2023 - 2024
2022	3.2	Y	Review naming and language of all facility offerings	SP	All	All	Mid Term -2023 - 2024
2022	3.2	Y	Annual meeting with other divisions to explore cross division opportunities	SP	All	All	Mid Term -2023 - 2024
2022	3.4		Continue partnership with Bloomington Soccer Club at Winslow to maximize capacity by Q2	SP	All	All	Short Term - 2021 - 2022
2022	3.4	Y	Discuss and seek new partnerships with outside groups such as Boys and Girls Club, Status of Black Males	SP	All	All	Mid Term -2023 - 2024
2022	4.1	Y	Annual Division meeting to discuss workflow analysis by Q2	SP	All		Mid Term -2023 - 2024
2022	4.4		Bryan Park Pool increase attendance to 30,000 from 24,685 in 2021 by Q3	SP	Aquatics	Aquatics	Short Term - 2021 - 2022
2022	4.4		Mills Pool increase attendance to 12,000 from 5,040 in 2021 by Q3	SP	Aquatics	Aquatics	Short Term - 2021 - 2022
2022	4.4		Increase Learn to Swim participation from 310 in 2019 to 326 in 2022 by Q3	SP	Aquatics	Aquatics	Short Term - 2021 - 2022
2025	1.5		Convert all lights utilized by Banneker facilities to LED	REC	Banneker	Banneker	Long Term -2025
2024	1.8		Improve safety and accessibility to Banneker Community Center through enhancing the Elm Street vestibule and refreshing the 7th Street stairs	REC	Banneker	Banneker	Long Term -2025
2025	1.8		BBCC-Replace existing HVAC systems and ductwork with a more efficient heating and cooling system	REC	Banneker	BBCC	Long Term -2025
2022	2.1		BBCC-Alter Banneker Camp to include swim lessons by Q2	REC	Banneker	Banneker	Short Term - 2021 - 2022
2022	2.1		BBCC-Offer 4 nutrition education classes by Q4	REC	Banneker	Banneker	Short Term - 2021 - 2022
2023	2.2		BBCC/CE - Create standards for counting community outreach via social media	CR	Banneker	Banneker	Mid Term -2023 - 2024

2023	2.2		BBCC-Work with outside partner to offer eSports programming year-round	REC	Banneker	Banneker	Mid Term -2023 - 2024
2022	2.3		BBCC-Implement strategies directly related to the results of the IRB approved NRPA Nutrition Hub Survey by Q4	REC	Banneker	Banneker	Short Term - 2021 - 2022
2023	2.4		BBCC-Develop partnership with MCCSC Title I schools to promote programming	REC	Banneker	Banneker	Mid Term -2023 - 2024
2021	3.4		BBCC-Secure 3 new and/or continuing, year-round partnerships with community organizations	REC	Banneker	Banneker	Short Term - 2021 - 2022
2023	3.4		BBCC- Secure 3 new and/or continuing, year-round partnerships with community organizations	REC	Banneker	Banneker	Short Term - 2021 - 2022
2022	3.5		BBCC-Receive health department kitchen license by Q2	REC	Banneker	BBCC	Short Term - 2021 - 2022
2023	3.5		BBCC-Continue developing Banneker Camp to include formal partnerships with MCCSC Title I Schools to help reach more participants in need	REC	Banneker	Banneker	Mid Term -2023 - 2024
2024	3.5		BBCC-Expand Banneker Camp by including an additional site off campus	REC	Banneker	Banneker	Mid Term -2023 - 2024
2024	3.5		BBCC-Provide meal prep classes and weekly fresh produce from Banneker garden to Fairview families	REC	Banneker	BBCC	Mid Term -2023 - 2024
2023	4.4		Determine new (last 5 year) industries and companies who have come to Bloomington and/or the region to target as new revenue streams	CR	Banneker	Banneker	Short Term - 2021 - 2022
2022	4.4		Cascades Golf Course increase 18-hole rounds by 5% from 28,998 in 2020 by Q4	SP	Cascades Golf	Cascades Golf	Short Term - 2021 - 2022
2022	4.4		Cascades Golf Course increase driving range participations 5% from 17,295 in 2020 by Q4	SP	Cascades Golf	Cascades Golf	Short Term - 2021 - 2022
2022	4.4		Cascades Golf Course increase golf outings from 20 in 2020 to 22 or more in 2022 by Q4	SP	Cascades Golf	Cascades Golf	Short Term - 2021 - 2022
2022	4.4		Cascades Golf Course rent the clubhouse for 16+ private rentals by Q4	SP	Cascades Golf	Cascades Golf	Short Term - 2021 - 2022
2022	1.2		Resurface interior roads of Rose Hill Cemetery by Q3	OPS	Cemeteries	Rose Hill	Short Term - 2021 - 2022
2022	1.2		Plant 100 native trees/shrubs in Rose Hill and White Oak Cemetery by Q4.	OPS	Cemeteries	Rose Hill, White Oak	Short Term - 2021 - 2022
2022	1.2	Y	Repair 50 monuments in Rose Hill and white Oak Cemetery by Q2	OPS	Cemeteries	Rose Hill, White Oak	Short Term - 2021 - 2022
2022	1.2	Y	Complete contracted repairs on approximately 500 feet of the western perimeter wall (total 1,658 feet) of Rose Hill Cemetery, including stone replacement and tuck point work by Q3.	OPS	Cemeteries	Rose Hill, White Oak	Short Term - 2021 - 2022
2022	1.8		Open scatter garden at Rose Hill Cemetery by Q4.	OPS	Cemeteries	White Oak	Short Term - 2021 - 2022
2022	1.2		CE- Replace van 827 with new hybrid cargo van by Q4	REC	Community Events		Short Term - 2021 - 2022
2023	1.2		CE- Purchase remaining sound equipment needed and install for Switchyard Stage	REC	Community Events	Community Events	Mid Term -2023 - 2024
2024	1.2		CE- Replace van 840 with new Cargo van	REC	Community Events		Mid Term -2023 - 2024
2024	1.2		CE- Purchase performance lights for the Switchyard Stage	REC	Community Events	Community Events	Mid Term -2023 - 2024
2025	1.2		CE- Purchase golf cart or all terrain vehicle for event usage	REC	Community Events		Long Term -2025
2022	2.1		CE - Continue to grow the “community garden store” by purchasing garden supplies in bulk by Q3	REC	Community Events	Gardens	Short Term - 2021 - 2022
2022	2.1		CE- 100 year anniversary celebration for Lower Cascades Park by Q3	REC	Community Events	CE	Short Term - 2021 - 2022

2022	3.4		CE - Partner with COB Community and Family Resources Department and ESD to offer a new event that celebrates the diversity of the Bloomington community by Q3	REC	Community Events	Community Events	Short Term - 2021 - 2022
2023	3.4		CE- Create partnerships with a variety of diverse organizations to create new programming at the Farmers' Market.	REC	Community Events	Famers' Market	Mid Term -2023 - 2024
2023	3.4		CE-Recruit FM vendors and FBA from underserved communities	REC	Community Events	Farmers' Market	Mid Term -2023 - 2024
2023	3.5		CE- Develop program evaluation tool that looks at all barriers to participation and programming	REC	Community Events	Community Events	Mid Term -2023 - 2024
2023	4.5		Attend Neighborhood Association Meetings or other community meetings to determine needs and wants	REC	Community Events		Mid Term -2023 - 2024
2021	2.1		CE- Work with community groups to create a new large event for SYP that brings in over 2000 people.	REC	Community Events		Short Term - 2021 - 2022
2021	2.1		CE- Create 2 new events for SYP.	REC	Community Events		Short Term - 2021 - 2022
2021	2.1		CE- Review 2 community events to determine the community need, life cycle and cost recovery levels.	REC	Community Events		Short Term - 2021 - 2022
2021	2.1		CE- Hold a minimum of six concerts at Switchyard Park before October 31st, 2021.	REC	Community Events		Short Term - 2021 - 2022
2025	2.1		CE - Offer a minimum of 35 events/programs in a calendar year	REC	Community Events	CE	Long Term -2025
2022	1.2		Capture legal signatures for proper documentation through Adobe Sign by Q4	CR	Relations		Short Term - 2021 - 2022
2022	1.2		Invest in social media management tool for digital content channels by Q3	CR	Relations		Short Term - 2021 - 2022
2023	1.2		Acquire wifi enabled SLR camera and zoom lens	CR	Relations		Mid Term -2023 - 2024
2023	1.2		Acquire mobile devices to facilitate live streams, and enabled with wifi for use on site	CR	Relations		Mid Term -2023 - 2024
2022	1.5		Reduce the number of printed pages in seasonal program guide by Q2	CR	Community Relations		Short Term - 2021 - 2022
2022	1.5		Require FSC or SFI certified and/or tree free papers from sustainable sources by Q1	CR	Community Relations		Short Term - 2021 - 2022
2022	1.5		Use minimum 30% post-consumer recycled content for printed materials, where applicable by Q1	CR	Community Relations		Short Term - 2021 - 2022
2023	1.5		Promotional giveaways to be sustainably sourced, made from recycled and recyclable or compostable materials. Cease the purchase of petroleum-based promo items by 2024.	CR	Community Relations		Mid Term -2023 - 2024
2023	1.5		Reduce production of single-use signage through re-designs with universal language for multi-season use	CR	Community Relations		Mid Term -2023 - 2024
2023	1.5		Reduce number of printed guides while funding complementary digital content	CR	Community Relations		Mid Term -2023 - 2024
2023	1.5		Replace paper poster sandwich boards with reusable portable battery powered LED message centers	CR	Community Relations		Long Term -2025
2024	1.5		Budget for specialized recycling to repurpose marketing materials (e.g. coroplast yard signs, vinyl banners, laminated signs)	CR	Community Relations		Mid Term -2023 - 2024
2024	1.6		Develop printed and online material outlining BPRD's land donation policies	CR	Community Relations		Mid Term -2023 - 2024
2024	1.6		Photograph and document land donations for BPRD's website and Park History info; reflect donor and Foundation recognition for land	CR	Community Relations		Mid Term -2023 - 2024

2022	1.7		Promote volunteer opportunities that support BPRD's efforts to enhance local biodiversity by Q3	CR	Community Relations		Short Term - 2021 - 2022
2022	1.7		Recruit adequate volunteer workforce to support native tree and shrub plantings and invasive plant removals by Q3	CR	Community Relations		Short Term - 2021 - 2022
2023	1.7		Enhance partnership with CanopyBloomington through cross promotion of tree planting efforts	CR	Community Relations		Mid Term -2023 - 2024
2022	2.4		Add OuterSpatial download link on all BPRD websites to promote download of app for use as a marketing tool by Q1	CR	Community Relations		Short Term - 2021 - 2022
2022	2.4		Add biannual Google checks on Parks locations, facilities to update facility hours and locations by Q4	CR	Community Relations		Short Term - 2021 - 2022
2022	2.4		Regular meetings of Public Interface Action Team to troubleshoot internal and external communication challenges by Q2	CR	Community Relations		Short Term - 2021 - 2022
2023	2.4		Add digital content specialist position to Community Relations area to help meet marketing goals	CR	Community Relations		Mid Term -2023 - 2024
2023	2.4		Mainstream consistent program and event listings across all digital channels	CR	Relations		Mid Term -2023 - 2024
2023	2.4		Research RecTrac data evaluation, and utilize RecTrac as a marketing tool with automated emails, if/then, and registration timeline data	CR	Community Relations		Mid Term -2023 - 2024
2022	3.1		Encourage diversity in volunteer recruitment by Q4	CR	Relations		Short Term - 2021 - 2022
2024	3.2		Add religious observances from non-Christian cultures to the city's list of official holidays	ADM	Community Relations		Mid Term -2023 - 2024
2025	3.2		Give each employee a basket of 12 days per year for holiday observances so no one is forced to recognize or celebrate a day they don't want to	ADM	Community Relations		Long Term -2025
2022	3.3		Create audio recordings of interpretive displays, signage, and brochures available to be read aloud, and transcripts so text can be translated into other languages by Q4	CR	Community Relations		Short Term - 2021 - 2022
2022	3.3		Analyze print, social media standards, and internal communications for inclusion, equity, and diversity by Q4	CR	Community Relations		Short Term - 2021 - 2022
2022	3.3		Utilize NRPA's inclusion and diversity language guide for assistance in creating text for programs by Q1	CR	Community Relations		Short Term - 2021 - 2022
2023	3.3		Evaluate printed materials for vision accessibility, invest in technology to include tags for PDF files for sight impaired readers	CR	Community Relations		Mid Term -2023 - 2024
2023	3.3		Purchase reader software to test read documents and websites prior to final publication	CR	Relations		Mid Term -2023 - 2024
2024	3.3		Add religious observances from other non-Christian cultures to the city's list of official holidays	ADM	Community Relations		Mid Term -2023 - 2024
2023	3.4		Pursue service learning opportunites for direct service to address DIE goals	CR	Community Relations		Mid Term -2023 - 2024
2023	3.4		Consult with Latino Programs Coordinator (CFRD) on outreach to Hispanic community members	CR	Community Relations		Mid Term -2023 - 2024

2023	4.1		Develop tracking system for sponsorships to include the invoicing and depositing of funds in a coordinated effort.	CR	Community Relations		Short Term - 2021 - 2022
2023	4.1		Add digital content specialist position to Community Relations area to help meet marketing goals	CR	Community Relations		Mid Term -2023 - 2024
2022	4.2		Attend RecTrac Training 3.1 to learn the use of reporting, data collection and marketing tools by Q4	CR	Community Relations		Short Term - 2021 - 2022
2021	1.7		CE- Create a 5 year pricing structure for farm vendors and food and beverage artisans to make fair distribution of costs and to meet the cost recovery goal of 100%.	REC	Farmers Market	Farmers' Market	Short Term - 2021 - 2022
2022	1.8		Improve safety at the Farmer's Market by adding bollards to the Morton Street and 8th Street entrances by Q2	REC	Farmers Market	Farmers' Market	Short Term - 2021 - 2022
2025	2.1		FM- maintain full capacity (minumum of 75) of booth spaces at May- October Markets	REC	Farmers Market	Farmers' Market	Long Term -2025
2022	3.2		FM - Incorporate equitable and inclusionary practices while recruiting and hiring diverse seasonal employees by Q2	REC	Farmers Market	Community Events	Short Term - 2021 - 2022
2022	3.5		FM-Continue to promote relationships with IU Residential Programs & Services by Q3	REC	Farmers Market	Farmers' Market	Short Term - 2021 - 2022
2022	4.4		Frank Southern Center increase public session attendance 40% from 2020 to 9,849 by Q4	SP	FSC	FSC	Short Term - 2021 - 2022
2022	4.4		Frank Southern Center increase group hourly rentals 84% from 225 hours in 2020 to 413 by Q4	SP	FSC	FSC	Short Term - 2021 - 2022
2022	4.4		Frank Southern Center increase House Hockey registrations by 5% from 70 to 74 by Q4	SP	FSC	FSC	Short Term - 2021 - 2022
2022	4.4		Frank Southern Center increase Hockey Initiation registrations from 32 to 68 by Q4	SP	FSC	FSC	Short Term - 2021 - 2022
2022	4.4		Frank Southern Center increase Skating School registration from 417 to 430 by Q4	SP	FSC	FSC	Short Term - 2021 - 2022
2021	1.7		available garden beds at Willie Streeter Gardens, Rev. Butler Gardens, and Switchyard Park in 2021.	REC	Gardens	Communiy Gardens	Short Term - 2021 - 2022
2022	1.8		Install potable water access at Switchyard Park Community Garden by Q3	REC	Gardens	Community Gardens	Short Term - 2021 - 2022
2023	1.1		Cascades Golf add interior lighting in parking lot for night safety	SP	Golf	Cascades Parking Lot	Mid Term -2023 - 2024
2024	1.9		H&W - Evaluate health equity of parks and recreation services, sites and programs utilizing NRPA framework.	REC	H&W	H&W	Mid Term -2023 - 2024
2023	2.3		H&W - Develop and implement a guide with criteria to include health & wellness in all programs and events.	REC	H&W	Various	Mid Term -2023 - 2024
2024	2.3		H&W - Continue to implement Community Health Needs Assessment (CHNA) survey in conjunction with IU Health Bloomington and Monroe County Health Department.	REC	H&W	Various	Mid Term -2023 - 2024
2025	2.3		H&W - Based on results of CHNA, implement one targeted program to serve indentified community need.	REC	H&W	Various	Long Term -2025
2021	2.4		H&W - Lower the cost of facilitating 50 participants in the Kids Triathlon by securing \$500 in sponsorship before July 2021.	REC	H&W	Bryan Park	Short Term - 2021 - 2022
2021	2.1		H&W - Coordinate 15 fitness/wellness programs, with 10 participants each, at Switchyard Park by December 2021.	REC	Health & Wellness	SYP	Short Term - 2021 - 2022



2021	2.1		H&W - Increase participation in Veterans 5K Run by 42% (25) from 60 to 85 by November 15, 2021.	REC	Health & Wellness		Short Term - 2021 - 2022
2022	2.1		H&W - Offer 1 wellness session by Q3	REC	Health & Wellness		Short Term - 2021 - 2022
2023	2.1		H&W - Expand Switchyard Park fitness class program by developing punch card system.	REC	Health & Wellness	SYP	Short Term - 2021 - 2022
2022	2.1		H&W - Offer 3 seasonal health/wellness programs by Q4	REC	Health & Wellness		Short Term - 2021 - 2022
2021	2.1		IR-Increase individuals with disabilities program participants 10%	REC	Inclusive Recreation	Various	Short Term - 2021 - 2022
2024	2.1		IR-Increase accessibility of programs through the acquisition of an accessible minibus through grant opportunities	REC	Inclusive Recreation	AJB	Short Term - 2021 - 2022
2022	2.1		IR-Audit registration processes to decrease barriers to requesting accommodations by Q4	REC	Inclusive Recreation		Short Term - 2021 - 2022
2022	2.4		IR-Promote externally by creating inclusion focused communication contacts system to seasonally highlight upcoming programs and their accessibility features by Q4	REC	Inclusive Recreation		Short Term - 2021 - 2022
2021	3.3		IR-Create an online video training for staff training on serving community members with disabilities	REC	Inclusive Recreation		Short Term - 2021 - 2022
2021	3.3		IR-Promote year round inclusion with a minimum of 3 methods each program guide season	REC	Inclusive Recreation		Short Term - 2021 - 2022
2022	3.3		IR-Promote inclusion services internally by attending a minimum of 5 committee or division meetings by Q4	REC	Inclusive Recreation		Short Term - 2021 - 2022
2022	3.3		IR-Create email list focused on promoting to community members with disabilities highlighting accessibility features of programs by Q3	REC	Inclusive Recreation		Short Term - 2021 - 2022
2023	3.3		IR-Create reporting and tracking system for inclusive participations	REC	Inclusive Recreation		Mid Term -2023 - 2024
2024	3.4		IR-Explore partnerships with disability focused community groups and agencies	REC	Inclusive Recreation	Various	Mid Term -2023 - 2024
2022	1.1		Remove 15 acres of invasive woody vegetation to improve line-of-sight along trails by Q4	OPS	Landscaping	Trail	Short Term - 2021 - 2022
2023	1.1		Remove 15 acres of invasive woody vegetation to improve line-of-sight along trails.	OPS	Landscaping	Jackson Creek Trail	Mid Term -2023 - 2024
2024	1.1		Remove 15 acres of invasive woody vegetation to improve line-of-sight along trails.	OPS	Landscaping	B-Line & B-Link Trails	Mid Term -2023 - 2024
2025	1.1		Remove 15 acres of invasive woody vegetation to improve line-of-sight along trails.	OPS	Landscaping	Cascades Park Trail	Long Term -2025
2022	1.2		Develop property management plan for Miller-Showers Park by Q4	OPS	Landscaping	MSP	Short Term - 2021 - 2022
2022	1.2		Develop property management plan for Park Ridge East Park by Q4	OPS	Landscaping	PRE	Short Term - 2021 - 2022
2023	1.2		Develop property management plan for Rogers Family Park	OPS	Landscaping	RFP	Mid Term -2023 - 2024
2023	1.2		Develop property management plan for Southeast Park/Renwick Trail	OPS	Landscaping	SEP	Mid Term -2023 - 2024
2024	1.2		Develop property management plan for Rev. Butler Park (CGP area included)	OPS	Landscaping	Rev. Butler Park	Mid Term -2023 - 2024
2024	1.2		Develop property management plan for Winslow Woods Park (CGP areas included)	OPS	Landscaping	WWP	Mid Term -2023 - 2024
2025	1.2		Develop property management plan for Winslow Sports Park	OPS	Landscaping	WSP	Long Term -2025
2025	1.2		Develop property management plan for Sherwood Oaks Park/Jackson Creek Trail	OPS	Landscaping	SOP	Long Term -2025
2021	1.5		Conduct wetland delineation at Switchyard Park	OPS	Landscaping	SYP	Short Term - 2021 - 2022
2022	1.7		Divert 100% of eligible green waste (approx. 75 tons/600 cubic yards) from the waste stream to local composting businesses by Q4.	OPS	Landscaping	All	Short Term - 2021 - 2022

2022	1.7		RCA Park, Rogers Family Park, and Sherwood Oaks Park (12% of total acreage of these parks) by Q4.	OPS	Landscaping	All	Short Term - 2021 - 2022
2022	1.7		Increase native plant diversity and visual appeal at Miller-Showers Park by implementing Year 4 of the 10-Year Vegetation Management Plan on the entire 9-acre property by Q4.	OPS	Landscaping		Short Term - 2021 - 2022
2022	2.1	Y	Continue weekly Weed Wrangles and partnership with MC-IRIS (throughout year, by Q4)	OPS	Landscaping	multiple locations	Short Term - 2021 - 2022
2022	4.3	Y	Add new Recognition/Recruitment events for Adopt-a- Greenspace, Adopt-a-Stream and Adopt-a-Trail Programs (needs specificity)	OPS	Landscaping		Short Term - 2021 - 2022
2025	1.1		In-line with developed hazard tree policy for natural areas and potential aerial assessment of tree conditions, target hazard tree removals on larger natural area properties	OPS	Natural Resources	Griffy, Leonard Springs	Long Term -2025
2023	1.1		Remove three dilapidated buildings on East Griffy Reserve property along Lanham Ridge Rd	OPS	Natural Resources	Preserve	Mid Term -2023 - 2024
2021	1.2		Replace and install boot brushes at LSNP by Q4	OPS	Natural Resources	LSNP	Short Term - 2021 - 2022
2022	1.2		Conduct wetland delineation for east end of Griffy Lake Nature Preserve by Q4	OPS	Natural Resources	LSNP	Short Term - 2021 - 2022
2022	1.2		Complete trail system and trail directional signage update and inventory for Griffy Lake Master Plan by Q2	OPS	Natural Resources	GLNP	Short Term - 2021 - 2022
2022	1.2		Replace existing interpretive signage with updated versions (through NR GF budget) by Q4	OPS	Natural Resources	LSNP	Short Term - 2021 - 2022
2022	1.2		Install boot brushes at GLNP, Wapehani, Winslow, RCA, and TLRC Trails by Q4	OPS	Natural Resources	GLNP	Short Term - 2021 - 2022
2023	1.2		Conduct bike/ped access and parking study for Leonard Springs, Wapehani and Griffy by Q4	OPS	Natural Resources	LSNP, Latimer	Mid Term -2023 - 2024
2023	1.2		Replace existing interpretive signage with updated versions (through NR GF budget)	OPS	Natural Resources	RCA	Mid Term -2023 - 2024
2024	1.2		Conduct wetland delineation at Wapehani and Leonard Springs Park	OPS	Natural Resources	Wapehani, LS	Mid Term -2023 - 2024
2024	1.2		Replace existng interpretive signage at Griffy Lake Nature Preserve with updated versions (through NR GF budget)	OPS	Natural Resources	GLNP	Mid Term -2023 - 2024
2023	1.3		Conduct Feasibility Study on Jackson Creek Trail South extensions to county park; Limestone Greenway	OPS	Natural Resources	Jackson Creek Trail	Mid Term -2023 - 2024
2023	1.3		Make trail improvements to woodland connector between Southeast Park and Renwick Trail	OPS	Natural Resources	Southeast Park	Mid Term -2023 - 2024
2022	1.5	Y	Conduct annual prescribed burn (5+ acres) at Griffy Lake Nature Preserve to promote species diversity by Q3	OPS	Natural Resources	GLNP	Short Term - 2021 - 2022
2022	1.5		Implement recycling program at Griffy Boathouse by Q3	OPS	Natural Resources	GLNP	Short Term - 2021 - 2022
2022	1.5		Complete erosion and sedimentation study for Griffy Lake Nature Preserve by Q4	OPS	Natural Resources	GLNP	Short Term - 2021 - 2022
2023	1.5		Install permanant solar panel at Griffy Boathouse	OPS	Natural Resources	GLNP	Mid Term -2023 - 2024
2023	1.5		Green Infrastructure development & maintenance plan (CBU?)	OPS	Natural Resources	multiple locations	Mid Term -2023 - 2024
2022	1.7	Y	Complete annual aquatic invasive treatment in Griffy Lake by Q3.	OPS	Natural Resources	GLNP	Short Term - 2021 - 2022
2022	1.7	Y	Continue deer management at GLNP based on results from data studies by Q4	OPS	Natural Resources	GLNP	Short Term - 2021 - 2022
2022	1.7		Implement plan for expansion of the Goat Farm Prairie as part of Rogers Family Park project (part of donor-funded project) by Q3	OPS	Natural Resources	Goat Farm	Short Term - 2021 - 2022
2022	2.1		Facilitate environmental education programming for all MCCSC 4th (800) and 6th (800) grade students and for 500 local children by Q3.	OPS	Natural Resources	Griffy & LS	Short Term - 2021 - 2022

2022	2.1		Provide rentals for 6,000 boaters at Griffy Lake from April through October, including 900 Daily Launch Permits and 125 Annual Launch Permits by Q4.	OPS	Natural Resources	Griffy	Short Term - 2021 - 2022
2022	2.2		Develop three curated tours for interpretive apps for natural areas by Q3	OPS	Natural Resources	virtual	Short Term - 2021 - 2022
2023	3.4		Develop Nature Club at Oak Dale Apartments by Q3	OPS	Natural Resources		Mid Term -2023 - 2024
2022	1.1		Replace RCA (large) shelter, remove existing boardwalk & install new security light by Q4	OPS	OPS	RCA	Short Term - 2021 - 2022
2022	1.1		Conduct at least semi-annual inspections of 28 playgrounds.	OPS	OPS	All	Short Term - 2021 - 2022
2022	1.1		Replace 1 mile of 1/4-minus on shoulder of B-Line and Clear Creek Trails by Q4	OPS	OPS		Short Term - 2021 - 2022
2022	1.1		Conduct bridge inspections on 10 pedestrian bridges by Q4 (general fund)	OPS	OPS	All	Short Term - 2021 - 2022
2023	1.1		Work with Public Works and Engineering to repaint B-Line Crosswalks	OPS	OPS	B-Line Trail	Short Term - 2021 - 2022
2023	1.1		Replace and/or relocate lower dilapidated Building Trades Shelter	OPS	OPS	Building Trades Park	Mid Term -2023 - 2024
2024	1.1		Replace Boardwalk at Building Trades Park to meet ADA Standards	OPS	OPS	Building Trades Park	Mid Term -2023 - 2024
2022	1.2		Install new vehicle security gate with electronic access potential at Adams St Operations Center by Q4	OPS	OPS	Ops Center	Short Term - 2021 - 2022
2022	1.2		Replace/remove/upgrade 200 feet of split rail fencing in parks (Bryan, RCA, Lion's Den, Schmalz) by Q2	OPS	OPS	Park, Lion's Den, Schmalz	Short Term - 2021 - 2022
2023	1.2		Replace playground & surfacing at Bryan Park 5-12 playground	OPS	OPS	Bryan Park	Mid Term -2023 - 2024
2023	1.2		Resurface B-Line to address tree root heaving between 2nd and 3rd St crossings	OPS	OPS	B-Line	Mid Term -2023 - 2024
2023	1.2		Replace surfacing on Bryan Park 2-5 playground	OPS	OPS	Bryan Park	Mid Term -2023 - 2024
2024	1.2		Replace Schmalz Park Playground & Fi-Bar	OPS	OPS	Schmalz Park	Mid Term -2023 - 2024
2024	1.2		Replace Woodlawn Shelter Roof	OPS	OPS	Bryan Park	Mid Term -2023 - 2024
2022	1.3		Renwick Trail and Creek's Edge Trail by Q4 (also includes signage for Jackson Creek, Clear Creek, Rail Trail, and B-Line)	OPS	OPS	JCT, CCT, B-Line, BRT	Short Term - 2021 - 2022
2022	1.3		Complete Jackson Creek Trail south to Rhorer Road/Jackson Creek Middle School (.64 miles) through Engineering Project; assume operations of trail by Q3	OPS	OPS	Jackson Creek Trail	Short Term - 2021 - 2022
2023	1.3		Complete Phase III of Trail Branding Project	OPS	OPS	Trails	Short Term - 2021 - 2022
2023	1.3		Complete Griffy Loop Trail Dam Crossing and backcountry improvements	OPS	OPS	Preserve	Mid Term -2023 - 2024
2023	1.3		Explore feasibility of B-Line Phase 3 - Extension South	OPS	OPS	B-Line	Mid Term -2023 - 2024
2023	1.3		Connect 'missing piece" of Creek's Edge trail through property acquisition	OPS	OPS	Creek's Edge Trail	Mid Term -2023 - 2024
2023	1.3		Create connector to bike-ped access on Adams Street through Rose Hill Cemetery	OPS	OPS	Rose Hill	Mid Term -2023 - 2024
2024	1.3		Complete Power Line Trail Phase I	OPS	OPS	Trails	Mid Term -2023 - 2024
2025	1.3		Complete Power Line Trail Phase II with connectivity to The Mill/Woolery and Wapehani	OPS	OPS	Trails	Long Term -2025
2025	1.3		Extend Jackson Creek Trail from Rhorer Rd. to Bloomington Speedway	OPS	OPS	Trails	Long Term -2025
2023	1.4		Come up with a park and trail plan appropriate to annexation measures adopted and finalized	OPS	OPS	All	Mid Term -2023 - 2024
2024	1.4		Explore Greenspace options for redevelopment of College Mall (Macy's, K-Mart) and potential connections to Latimer Woods	OPS	OPS	All	Mid Term -2023 - 2024

2022	1.5		Continue annual replacement of gas powered equipment with battery based on annual budget amounts by Q3	OPS	OPS	All	Short Term - 2021 - 2022
2022	1.5		Install LED motion sensor lighting at Adams St. Ops Center by Q1	OPS	OPS	Adams St Ops Center	Short Term - 2021 - 2022
2023	1.5		Replace windows on back storage room of Ops/Cemeteries Office for energy efficiency improvement	OPS	OPS	Rose Hill Office	Mid Term -2023 - 2024
2024	1.5		Utilize recycled plastic structures for new kiosks in parks	CR	Ops		Mid Term -2023 - 2024
2022	1.6		Plan park and greenspace along hospital redevelopment greenway to come online as a future Park by Q3	OPS	Ops	Hospital	Short Term - 2021 - 2022
2021	1.8		Replace restroom doors at Griffy Lake	OPS	OPS	GLNP	Short Term - 2021 - 2022
2022	1.8		Finalize design of "Gateway" improvements at Miller-Showers Park (and potentially other locations) with bicentennial funds by Q4	OPS	OPS	Miller-Showers	Short Term - 2021 - 2022
2022	1.8		Complete Rogers Family Park construction and siding and roof improvements to Goat Farm Barn by Q4	OPS	OPS	Goat Farm	Short Term - 2021 - 2022
2023	1.8		Complete feasibility study for Wapehani bicycle pump track	OPS	OPS	Wapehani	Mid Term -2023 - 2024
2024	1.8		Plan parking lot improvements/resurfacing at Griffy Lake Nature Preserve	OPS	OPS	GLNP	Mid Term -2023 - 2024
2022	1.9	Y	Install four new Water Bottle Filling stations at Bryan Park (Bball Courts), WHB Park, RCA Park (playground), and Jackson Creek Trail at Sherwood Oaks	OPS	OPS	All	Short Term - 2021 - 2022
2022	3.3		Work with Community Relations to create webpage to highlight current parks projects to increase transparency by Q3	OPS	Ops		Short Term - 2021 - 2022
2022	4.1		Implement plan for purchase of EAM (Enterprise Asset Management) software system in Operations Division by Q4.	OPS	OPS		Short Term - 2021 - 2022
2022	4.1		Work with Controller and Legal to create new templates and guidelines for Parks purchasing, contracts, RFQs and RFPs by Q2	OPS	OPS		Short Term - 2021 - 2022
2022	4.1		Analyze Ops workforce and explore location assignments via sectors, zones, or specific parks by Q3	OPS	Ops		Short Term - 2021 - 2022
2023	4.2		Develop EAM Software Training plan for Operations Division staff by Q2	OPS	<u>Ops</u>		Short Term - 2021 - 2022
2025	1.5		Create Green Waste yard installation @ Cascades	OPS	OPS	Cascades	Long Term -2025
2022	3.1	Y	Continue CenterStone Partnership to provide work opportunities to diverse range of participants by Q4	OPS	OPS (all areas)		Short Term - 2021 - 2022
2022	3.1	Y	Work with Employment Action Team to target new job posting locations and create comprehensive list of where all OPS jobs are posted by Q3	OPS	OPS (all areas)		Short Term - 2021 - 2022
2022	3.2	Y	Create at least one guest speaker training opportunity for seasonal staff focusing on a topic like DEI, Bias, and Inclusion by Q4	OPS	OPS (all areas)		Short Term - 2021 - 2022
2022	3.3	Y	Target communications on projects, events, and plans to target neighborhoods and underserved individuals equitably and comprehensively (throughout year, by Q4)	OPS	OPS (all areas)		Short Term - 2021 - 2022

2022	4.1		Centralize and organize files in server for improved documentation and information sharing by Q2	OPS	OPS (all areas)		Short Term - 2021 - 2022
2022	4.1		Create staffing workload historic comparison for previous 10 years by Q2	OPS	OPS (all areas)		Short Term - 2021 - 2022
2023	4.2		Create structured hands-on equipment training and/or certifications (chainsaw etc.) for staff	OPS	OPS (all areas)		Mid Term -2023 - 2024
2023	4.2		Investigate options for "challenging out" of training for returning seasonal employees (or virtual replacement, e.g. SafeSchool))	OPS	OPS (all areas)		Mid Term -2023 - 2024
2022	2.2		CE- Purchase equipment including ipad and cables to livestream all concerts b Q2	REC	Perf. Arts Series	Bryan, SYP, Peoples	Short Term - 2021 - 2022
2023	2.1		REC - Continue to offer pay-what-you-can scale options for programs and events when possible.	REC	Recreation	Recreation	Mid Term -2023 - 2024
2023	4.1		Create PAS seasonal staffing option to be paid out of PAS sponsorship budget	REC	Recreation Services	Community Events	Mid Term -2023 - 2024
2023	2.2		Social Media Team- Create a "Virtual Hike" video for 3 park trails	REC	Social Media		Mid Term -2023 - 2024
2022	4.4		Facilitate over 140 participants for youth and adult tennis lessons by Q3	SP	Sports	All	Short Term - 2021 - 2022
2022	4.4		Youth Sports participants recover 80% of Junior Baseball from 437 in to 350 in 2022 by Q4	SP	Sports	All	Short Term - 2021 - 2022
2022	4.4		Youth Sports host a minimum of 3 baseball tournaments at Winslow by Q3	SP	Sports	All	Short Term - 2021 - 2022
2021	1.2		SYP - Install storage unit for maintenance equipment near Pavilion; complete	REC	Switchyard Park	Switchyard Park	Short Term - 2021 - 2022
2022	1.2		SYP - Operations to improve drainage in Secondary Lawn and Dog Park by Q2	REC	Switchyard Park	Switchyard Park	Short Term - 2021 - 2022
2022	1.2		SYP - Add dog wash and dog fountains in Large and Small Dog Park Chambers by Q3	REC	Switchyard Park	Switchyard Park	Short Term - 2021 - 2022
2023	1.2		SYP - Explore solutions for Sport Court bleacher seating to prevent items from falling between cracks.	REC	Switchyard Park	Switchyard Park	Mid Term -2023 - 2024
2023	1.2		SYP - Develop Map Kiosks	REC	Switchyard Park	Switchyard Park	Mid Term -2023 - 2024
2022	1.4		SYP - Create Remote Control Car dirt race track by Q4	REC	Switchyard Park	Switchyard Park	Mid Term -2023 - 2024
2025	1.4		SYP - Add cantivlever lights over pickleball courts	REC	Switchyard Park	Switchyard Park	Long Term -2025
2025	1.4		SYP - Add 4 additional Pickleball Courts	REC	Switchyard Park	Switchyard Park	Long Term -2025
2022	2.2		SYP - Create a Pavilion walk-through video to be used to aid users by Q3	REC	Switchyard Park	Pavilion	Short Term - 2021 - 2022
2023	2.2		SYP - Create Digital Tour of Switchyard Park	REC	Switchyard Park	Switchyard Park	Mid Term -2023 - 2024
2021	2.4		SYP - Develop user specifications for the main stage to assist with rentals	REC	Switchyard Park	Switchyard Park	Short Term - 2021 - 2022
2022	2.4		SYP - Develop Switchyard Park info flyer with map, prices, rental procedures by Q3	REC	Switchyard Park	Switchyard Park	Short Term - 2021 - 2022
2023	2.4		SYP - Develop/purchase online reservation system for Pavilion that includes website embedded calendar of events	REC	Switchyard Park	Switchyard Park	Mid Term -2023 - 2024
2022	4.4		Twin Lakes Softball recover 70% of participants from 1,680 in 2019 to 1,176 in 2022 by Q4	SP	TL	TL	Short Term - 2021 - 2022
2022	4.4		Twin Lakes Softball host one national softball tournament creating \$500,000 in economic impact by Q3	SP	TL	TL	Short Term - 2021 - 2022
2022	4.4		Facilitate 275 hours of field rentals to outside event directors which would be a 25 hour increase from 2020 by Q4	SP	TL	TL	Short Term - 2021 - 2022
2022	1.4		Twin Lakes Softball; resolve building deck railing risks	SP	TL Softball staff	Twin Lakes Softball	Short Term - 2021 - 2022

2022	4.2		TLRC retain 80% of 15 person seasonal staff from 2021 by Q4	SP	TLRC		Short Term - 2021 - 2022
2022	4.4		Twin Lakes Recreation Center recover 75% of visits/participations from 65,660 in 2019 to 49,245 by Q4	SP	TLRC	TLRC	Short Term - 2021 - 2022
2022	4.4		TLRC recover 80% of facility rental hours of courts/turf from \$171,000 in 2019 to \$136,800 by Q4	SP	TLRC	TLRC	Short Term - 2021 - 2022
2022	4.4		TLRC recover 75% of Youth Basketball registrations from 730 in 2019 to 548 by Q3	SP	TLRC	TLRC	Short Term - 2021 - 2022
2022	1.1	Y	Security Camera direct access by staff; drive a resolution or decision from administration	SP	TLRC and all	All	Short Term - 2021 - 2022
2022	1.4	Y	Twin Lakes Recreation Center; drive reminders and discussion about Weimer Road connection to trail	SP	TLRC staff	Twin Lakes Rec Center	Short Term - 2021 - 2022
2022	1.1		Create hazard tree management policy/plan for natural areas (non developed park properties) by Q4	OPS	Urban Forestry	All	Short Term - 2021 - 2022
2022	1.1		Prune 1,000 trees out of 19,000 public trees, including contracted pruning of 25 high-need mature trees by Q3.	OPS	Urban Forestry	All	Short Term - 2021 - 2022
2023	1.1		Targeted hazard tree removal on parks properties, specifically along fringe areas that threaten adjacent private properties and trails (specific stage 1 properties)	OPS	Urban Forestry	Cascades/Golf Course, Rail Trail,	Mid Term -2023 - 2024
2024	1.1		Target hazard tree removal on parks properties, specifically along fringe areas that threaten adjacent private properties and trails (specific stage 2 properties)	OPS	Urban Forestry	Olcott, Rogers Family Park	Mid Term -2023 - 2024
2023	1.4		As appropriate with annexation measures, conduct a partial inventory to add additional trees to existing 2019 Treekeeper inventory data	OPS	Urban Forestry	All	Mid Term -2023 - 2024
2024	1.5		Explore expansion of the Urban Woodwaste Network to Bloomington and other woodwaste re-use processes	OPS	Urban Forestry	All	Mid Term -2023 - 2024
2024	1.5		Explore policies regarding tree and solar panel conflicts	OPS	Urban Forestry	All	Mid Term -2023 - 2024
2025	1.5		Establish Heritage tree program (requirements for large tree removals), create list of species and sizes to be deemed heritage trees	OPS	Urban Forestry	All	Long Term -2025
2024	1.6		Identify land for tree mitigation planting sites in floodplain areas to accommodate mitigation reqs	OPS	Urban Forestry	All	Mid Term -2023 - 2024
2022	1.7	Y	Prioritize hazard reduction rather than full removal of trees when possible to preserve dead tree habitat by Q4 (ongoing)	OPS	Urban Forestry	All	Short Term - 2021 - 2022
2022	1.7		Ensure at least 75% of species planted in areas highlighted in the Bloomington Habitat Connectivity Plan are native pollinator-friendly trees by Q4.	OPS	Urban Forestry		Short Term - 2021 - 2022
2022	1.7		Remove and replace at least 10 Bradford Pear trees (which includes 100% of inventoried species) along the B-Line Trail with native species by Q3.	OPS	Urban Forestry	B-Line	Short Term - 2021 - 2022
2022	1.7		Plant 500 trees, with at least 50% near moderate to very high priority areas in the Davey Resource Group Canopy Assessment report by Q4.	OPS	Urban Forestry	All	Short Term - 2021 - 2022
2022	1.7		Street Department and Landscape) through rental of tub grinder and create free mulch and surplus wood giveaways by Q3.	OPS	Urban Forestry		Short Term - 2021 - 2022

2022	1.7		Create a storm management plan for tree management across city departments by Q3	OPS	Urban Forestry	All	Short Term - 2021 - 2022
2022	1.7		Complete Phase I of Bicentennial Tree Plantings (304 sites) by Q3	OPS	Urban Forestry	All	Short Term - 2021 - 2022
2022	1.7		Enact year nine of the Ash tree Emerald Ash Borer protection treatment plan by Q4.	OPS	Urban Forestry		Short Term - 2021 - 2022
2023	1.7		Systematic removal and replacement of Bradford/Callery Pear inventoried trees over 2023 - 2033 (approx. 120 trees/year)	OPS	Urban Forestry	All	Mid Term -2023 - 2024
2023	1.7		Complete Phase II of Bicentennial Tree Plantings	OPS	Urban Forestry	All	Mid Term -2023 - 2024
2023	1.7		Conduct street tree re-inventory (1/3 of area) every 5 years, add parks not included in initial inventory	OPS	Urban Forestry	All	Mid Term -2023 - 2024
2024	1.7		Create an Urban Forestry Master plan	OPS	Urban Forestry	All	Mid Term -2023 - 2024
2025	1.7		Increase staffing and budget to get to a 10 year pruning cycle (1900 trees/year, min \$165,000/year)	OPS	Urban Forestry	All	Long Term -2025
2022	2.1	Y	Conduct at least one urban forestry educational workshop for 25 people focused on proper pruning, planting, and importance of hiring an arborist by Q4	OPS	Urban Forestry		Short Term - 2021 - 2022
2023	2.2		Develop urban forestry educational videos on proper mulching, planting, watering, and at home pruning	OPS	Urban Forestry		Mid Term -2023 - 2024
2023	2.2		Develop a series of tree walks with an online component in outerspatial and experience reality	OPS	Urban Forestry		Mid Term -2023 - 2024
2022	2.4		Earn Tree City USA status for the 38th year by Q4.	OPS	Urban Forestry	All	Short Term - 2021 - 2022
2022	2.4		Earn Tree City USA Growth Award by Q4.	OPS	Urban Forestry	All	Short Term - 2021 - 2022
2023	3.5		Locate funding sources to create a mini grant program to fund private property hazard tree removal with grant funding based on AMI percentage	OPS	Urban Forestry		Mid Term -2023 - 2024
2024	3.5		Create Youth Education job training programs with a targeted audience towards low income and minority youth	OPS	Urban Forestry		Mid Term -2023 - 2024
2022	4.1		Launch Green Jobs work development program by Q2	OPS	Urban Forestry		Short Term - 2021 - 2022
2023	4.1		Explore possibility of creating a UF inspector combination position in Planning/Engineering by Q2	OPS	Urban Forestry		Mid Term -2023 - 2024
2022	4.2		Create two new UF specific staff training presentations by Q4	OPS	Urban Forestry		Short Term - 2021 - 2022
2022	1.2		AJB-Replace 25 year old air conditioner and furnace system by Q4	REC	Youth Services	AJB	Short Term - 2021 - 2022
2023	1.2		AJB-Replace carpet in carpet room and two offices on west side of the building.	REC	Youth Services	AJB	Mid Term -2023 - 2024
2024	1.2		AJB-Replace awning on front of facility	REC	Youth Services	AJB	Mid Term -2023 - 2024
2024	1.2		AJB -Replace exterior doors (Back lobby, carpet room, tile room, and south facing double doors)	REC	Youth Services	AJB	Mid Term -2023 - 2024
2025	1.2		AJB-Update kitchen including new countertops, cabinets, sink, faucet	REC	Youth Services	AJB	Long Term -2025
2025	1.2		AJB-Increase Kid City passenger vehicle pool to include a total of 2 mini buses, 1 mini van, 1 12 person van.	REC	Youth Services	AJB	Long Term -2025
2021	2.1		AJB-Offer 3 after hours activities to Kid City Camp participants	REC	Youth Services	AJB	Short Term - 2021 - 2022

2021	2.1		AJB-Increase total rental revenue by 10%	REC	Youth Services	AJB	Short Term - 2021 - 2022
2021	2.1		AJB-Increase average Break Day participation by 9%	REC	Youth Services	AJB	Short Term - 2021 - 2022
2021	2.1		AJB-Increase average number of campers with disabilities weekly participation in camp by 12%	REC	Youth Services	AJB	Short Term - 2021 - 2022
2023	2.1		AJB-Create Kid City garden and garden program in Third Street Park	REC	Youth Services	AJB	Mid Term -2023 - 2024
2023	2.1		AJB-Create Kid City legacy camper and staff recruitment and retention program	REC	Youth Services	AJB	Mid Term -2023 - 2024
2024	2.1		AJB-Increase Kid City year round programming based on the needs of families	REC	Youth Services	AJB	Mid Term -2023 - 2024
2022	2.4		AJB-Create a website link for rentals resulting in 10 additional rentals by Q3	REC	Youth Services	AJB	Short Term - 2021 - 2022
2023	2.4		AJB-Refine and improve Kid City online registration, purchase system if needed	REC	Youth Services	AJB	Mid Term -2023 - 2024
2022	1.4		Promote community input on Parks projects through BPRD's social media channels	CR			Short Term - 2021 - 2022
2024	2.1		BBCC-Provide distribution bins with fresh produce and meal items grown in backyard garden for Fairview families by December 2024	REC			Long Term -2025
2022			Facilitate annual Board of Parks Commissioners retreat in Q2to discuss projects, cost recovery, 2023 budget plans				
2022	4		Evaluate and determine best practice to provide customer service in City Hall Atrium, while meeting customer needs.	ADM	Admin	Showers	Short Term - 2021 - 2022
2023	4		Review and Evaluate Pool Fee Waiver Processes Q1	ADM	Admin	Showers	Mid Term -2023 - 2024
2023	4		Review and Evaluate Customer Service Process in City Hall Atrium Q3	ADM	Admin	Showers	Mid Term -2023 - 2024
2023	4		Reveiw and Evaluate Pool Fee Waiver Process including number of waivers issued, and value Q4	ADM	Admin	Showers	Mid Term -2023 - 2024



YEAR	2022	
Div	Operations	
TEAM	STRATEGY / ACTION ITEMS	SUM of YEAR
Cemeteries	Complete contracted repairs on approximately 500 feet of the western perimeter wall (total 1,658 feet) of Rose Hill Cemetery, including stone replacement and tuck point work by Q3.	2022
	Open scatter garden at Rose Hill Cemetery by Q4.	2022
	Plant 100 native trees/shrubs in Rose Hill and White Oak Cemetery by Q4.	2022
	Repair 50 monuments in Rose Hill and white Oak Cemetery by Q2	2022
	Resurface interior roads of Rose Hill Cemetery by Q3	2022
Landscaping	Add new Recognition/Recruitment events for Adopt-a- Greenspace, Adopt-a-Stream and Adopt-a-Trail Programs (needs specificity)	2022
	Continue weekly Weed Wrangles and partnership with MC-IRIS (throughout year, by Q4)	2022
	Develop property management plan for Miller-Showers Park by Q4	2022
	Develop property management plan for Park Ridge East Park by Q4	2022
	Divert 100% of eligible green waste (approx. 75 tons/600 cubic yards) from the waste stream to local composting businesses by Q4.	2022
	Increase native plant diversity and visual appeal at Miller-Showers Park by implementing Year 4 of the 10-Year Vegetation Management Plan on the entire 9-acre property by Q4.	2022
	Remove 15 acres of invasive woody vegetation to improve line-of-sight along trails by Q4	2022
	Remove 25 acres of invasive woody vegetation at Upper and Lower Cascades Parks, Olcott Park, RCA Park, Rogers Family Park, and Sherwood Oaks Park (12% of total acreage of these parks) by Q4.	2022
Natural Resources	Complete annual aquatic invasive treatment in Griffy Lake by Q3.	2022
	Complete erosion and sedimentation study for Griffy Lake Nature Preserve by Q4	2022
	Complete trail system and trail directional signage update and inventory for Griffy Lake Master Plan by Q2	2022
	Conduct annual prescribed burn (5+ acres) at Griffy Lake Nature Preserve to promote species diversity by Q3	2022
	Conduct wetland delineation for east end of Griffy Lake Nature Preserve by Q4	2022
	Continue deer management at GLNP based on results from data studies by Q4	2022
	Develop three curated tours for interpretive apps for natural areas by Q3	2022
	Facilitate environmental education programming for all MCCSC 4th (800) and 6th (800) grade students and for 500 local children by Q3.	2022
	Implement plan for expansion of the Goat Farm Prairie as part of Rogers Family Park project (part of donor-funded project) by Q3	2022
	Implement recycling program at Griffy Boathouse by Q3	2022
	Install boot brushes at GLNP, Wapehani, Winslow, RCA, and TLRC Trails by Q4	2022
	Provide rentals for 6,000 boaters at Griffy Lake from April through October, including 900 Daily Launch Permits and 125 Annual Launch Permits by Q4.	2022
	Replace existing interpretive signage with updated versions (through NR GF budget) by Q4	2022
OPS	Analyze Ops workforce and explore location assignments via sectors, zones, or specific parks by Q3	2022
	Complete Jackson Creek Trail south to Rhorer Road/Jackson Creek Middle School (.64 miles) through Engineering Project; assume operations of trail by Q3	2022

	Complete Phase II of Trail Branding Project, including signage and website integration for Renwick Trail and Creek's Edge Trail by Q4 (also includes signage for Jackson Creek, Clear Creek, Rail Trail, and B-Line)	2022
	Complete Rogers Family Park construction and siding and roof improvements to Goat Farm Barn by Q4	2022
	Conduct at least semi-annual inspections of 28 playgrounds.	2022
	Conduct bridge inspections on 10 pedestrian bridges by Q4 (general fund)	2022
	Continue annual replacement of gas powered equipment with battery based on annual budget amounts by Q3	2022
	Finalize design of "Gateway" improvements at Miller-Showers Park (and potentially other locations) with bicentennial funds by Q4	2022
	Implement plan for purchase of EAM (Enterprise Asset Management) software system in Operations Division by Q4.	2022
	Install four new Water Bottle Filling stations at Bryan Park (Bball Courts), WHB Park, RCA Park (playground), and Jackson Creek Trail at Sherwood Oaks	2022
	Install LED motion sensor lighting at Adams St. Ops Center by Q1	2022
	Install new vehicle security gate with electronic access potential at Adams St Operations Center by Q4	2022
	Plan park and greenspace along hospital redevelopment greenway to come online as a future Park by Q3	2022
	Replace 1 mile of 1/4-minus on shoulder of B-Line and Clear Creek Trails by Q4	2022
	Replace RCA (large) shelter, remove existing boardwalk & install new security light by Q4	2022
	Replace/remove/upgrade 200 feet of split rail fencing in parks (Bryan, RCA, Lion's Den, Schmalz) by Q2	2022
	Work with Community Relations to create webpage to highlight current parks projects to increase transparency by Q3	2022
	Work with Controller and Legal to create new templates and guidelines for Parks purchasing, contracts, RFQs and RFPs by Q2	2022
OPS (all areas)	Centralize and organize files in server for improved documentation and information sharing by Q2	2022
	Continue CenterStone Partnership to provide work opportunities to diverse range of participants by Q4	2022
	Create at least one guest speaker training opportunity for seasonal staff focusing on a topic like DEI, Bias, and Inclusion by Q4	2022
	Create staffing workload historic comparison for previous 10 years by Q2	2022
	Target communications on projects, events, and plans to target neighborhoods and underserved individuals equitably and comprehensively (throughout year, by Q4)	2022
	Work with Employment Action Team to target new job posting locations and create comprehensive list of where all OPS jobs are posted by Q3	2022
Urban Forestry	Complete Phase I of Bicentennial Tree Plantings (304 sites) by Q3	2022
	Conduct at least one urban forestry educational workshop for 25 people focused on proper pruning, planting, and importance of hiring an arborist by Q4	2022
	Create a storm management plan for tree management across city departments by Q3	2022
	Create hazard tree management policy/plan for natural areas (non developed park properties) by Q4	2022
	Create two new UF specific staff training presentations by Q4	2022
	Earn Tree City USA Growth Award by Q4.	2022
	Earn Tree City USA status for the 38th year by Q4.	2022
	Enact year nine of the Ash tree Emerald Ash Borer protection treatment plan by Q4.	2022

	Ensure at least 75% of species planted in areas highlighted in the Bloomington Habitat Connectivity Plan are native pollinator-friendly trees by Q4.	2022
	Launch Green Jobs work development program by Q2	2022
	Plant 500 trees, with at least 50% near moderate to very high priority areas in the Davey Resource Group Canopy Assessment report by Q4.	2022
	Prioritize hazard reduction rather than full removal of trees when possible to preserve dead tree habitat by Q4 (ongoing)	2022
	Prune 1,000 trees out of 19,000 public trees, including contracted pruning of 25 high-need mature trees by Q3.	2022
	Reduce accumulated green waste at the Urban Forestry nursery (including green waste from the Street Department and Landscape) through rental of tub grinder and create free mulch and surplus wood giveaways by Q3.	2022
	Remove and replace at least 10 Bradford Pear trees (which includes 100% of inventoried species) along the B-Line Trail with native species by Q3.	2022

YEAR	2022	
	Recreation	
TEAM	STRATEGY / ACTION ITEMS	SUM of YEAR
Banneker	BBCC-Alter Banneker Camp to include swim lessons by Q2	2022
	BBCC-Implement strategies directly related to the results of the IRB approved NRPA Nutrition Hub Survey by Q4	2022
	BBCC-Offer 4 nutrition education classes by Q4	2022
	BBCC-Receive health department kitchen license by Q2	2022
Community Events	CE - Continue to grow the “community garden store” by purchasing garden supplies in bulk by Q3	2022
	CE - Partner with COB Community and Family Resources Department and ESD to offer a new event that celebrates the diversity of the Bloomington community by Q3	2022
	CE- 100 year anniversary celebration for Lower Cascades Park by Q3	2022
	CE- Replace van 827 with new hybrid cargo van by Q4	2022
Farmers Market	FM - Incorporate equitable and inclusionary practices while recruiting and hiring diverse seasonal employees by Q2	2022
	FM-Continue to promote relationships with IU Residential Programs & Services by Q3	2022
	Improve safety at the Farmer's Market by adding bollards to the Morton Street and 8th Street entrances by Q2	2022
Gardens	Install potable water access at Switchyard Park Community Garden by Q3	2022
Health & Wellness	H&W - Offer 1 wellness session by Q3	2022
	H&W - Offer 3 seasonal health/wellness programs by Q4	2022
Inclusive Recreation	IR-Audit registration processes to decrease barriers to requesting accommodations by Q4	2022
	IR-Create email list focused on promoting to community members with disabilities highlighting accessibility features of programs by Q3	2022
	IR-Promote externally by creating inclusion focused communication contacts system to seasonally highlight upcoming programs and their accessibility features by Q4	2022
	IR-Promote inclusion services internally by attending a minimum of 5 committee or division meetings by Q4	2022
Perf. Arts Series	CE- Purchase equipment including ipad and cables to livestream all concerts b Q2	2022
Switchyard Park	SYP - Add dog wash and dog fountains in Large and Small Dog Park Chambers by Q3	2022
	SYP - Create a Pavilion walk-through video to be used to aid users by Q3	2022
	SYP - Create Remote Control Car dirt race track by Q4	2022
	SYP - Develop Switchyard Park info flyer with map, prices, rental procedures by Q3	2022
	SYP - Operations to improve drainage in Secondary Lawn and Dog Park by Q2	2022
Youth Services	AJB-Create a website link for rentals resulting in 10 additional rentals by Q3	2022
	AJB-Replace 25 year old air conditioner and furnace system by Q4	2022

YEAR	2022	
	Sports	
TEAM	STRATEGY / ACTION ITEMS	SUM of YEAR
All	Achieve ADA compliance at all facilities	2022
	Achieve ADA compliance at all facilities Total	2022
	Annual Division meeting to discuss workflow analysis by Q2	2022
	Annual Division meeting to discuss workflow analysis by Q2 Total	2022
	Annual meeting with other divisions to explore cross division opportunities	2022
	Annual meeting with other divisions to explore cross division opportunities Total	2022
	Building and Trades install futsal court by Q3	2022
	Building and Trades install futsal court by Q3 Total	2022
	Complete annual audit of delivery structure of programs and offerings by Q2	2022
	Complete annual audit of delivery structure of programs and offerings by Q2 Total	2022
	Complete annual audit of menued programs and offerings by Q2	2022
	Complete annual audit of menued programs and offerings by Q2 Total	2022
	Continue partnership with Bloomington Soccer Club at Winslow to maximize capacity by Q2	2022
	Continue partnership with Bloomington Soccer Club at Winslow to maximize capacity by Q2 Total	2022
	Discuss and seek new partnerships with outside groups such as Boys and Girls Club, Status of Black Males	2022
	Discuss and seek new partnerships with outside groups such as Boys and Girls Club, Status of Black Males Total	2022
	Drive effort to produce and upkeep annual facility inspection forms	2022
	Drive effort to produce and upkeep annual facility inspection forms Total	2022
	Review naming and language of all facility offerings	2022
	Review naming and language of all facility offerings Total	2022
	Twin Lakes Softball; demolish and repurpose interior islands of complex	2022
	Twin Lakes Softball; demolish and repurpose interior islands of complex Total	2022
	Winslow Sports Park; demolish tops of senior field scoretowers	2022
	Winslow Sports Park; demolish tops of senior field scoretowers Total	2022
	Winslow Sports Park; repurpose field #5 from baseball to all grass	2022
	Winslow Sports Park; repurpose field #5 from baseball to all grass Total	2022
Aquatics	Bryan Park Pool increase attendance to 30,000 from 24,685 in 2021 by Q3	2022
	Bryan Park Pool increase attendance to 30,000 from 24,685 in 2021 by Q3 Total	2022
	Increase Learn to Swim participation from 310 in 2019 to 326 in 2022 by Q3	2022
	Increase Learn to Swim participation from 310 in 2019 to 326 in 2022 by Q3 Total	2022
	Mills Pool increase attendance to 12,000 from 5,040 in 2021 by Q3	2022

	Mills Pool increase attendance to 12,000 from 5,040 in 2021 by Q3 Total	2022
Cascades Golf	Cascades Golf Course increase 18-hole rounds by 5% from 28,998 in 2020 by Q4	2022
	Cascades Golf Course increase 18-hole rounds by 5% from 28,998 in 2020 by Q4 Total	2022
	Cascades Golf Course increase driving range participations 5% from 17,295 in 2020 by Q4	2022
	Cascades Golf Course increase driving range participations 5% from 17,295 in 2020 by Q4 Total	2022
	Cascades Golf Course increase golf outings from 20 in 2020 to 22 or more in 2022 by Q4	2022
	Cascades Golf Course increase golf outings from 20 in 2020 to 22 or more in 2022 by Q4 Total	2022
	Cascades Golf Course rent the clubhouse for 16+ private rentals by Q4	2022
	Cascades Golf Course rent the clubhouse for 16+ private rentals by Q4 Total	2022
FSC	Frank Southern Center increase group hourly rentals 84% from 225 hours in 2020 to 413 by Q4	2022
	Frank Southern Center increase group hourly rentals 84% from 225 hours in 2020 to 413 by Q4 Total	2022
	Frank Southern Center increase Hockey Initiation registrations from 32 to 68 by Q4	2022
	Frank Southern Center increase Hockey Initiation registrations from 32 to 68 by Q4 Total	2022
	Frank Southern Center increase House Hockey registrations by 5% from 70 to 74 by Q4	2022
	Frank Southern Center increase House Hockey registrations by 5% from 70 to 74 by Q4 Total	2022
	Frank Southern Center increase public session attendance 40% from 2020 to 9,849 by Q4	2022
	Frank Southern Center increase public session attendance 40% from 2020 to 9,849 by Q4 Total	2022
	Frank Southern Center increase Skating School registration from 417 to 430 by Q4	2022
	Frank Southern Center increase Skating School registration from 417 to 430 by Q4 Total	2022
Sports	Facilitate over 140 participants for youth and adult tennis lessons by Q3	2022
	Facilitate over 140 participants for youth and adult tennis lessons by Q3 Total	2022
	Youth Sports host a minimum of 3 baseball tournaments at Winslow by Q3	2022
	Youth Sports host a minimum of 3 baseball tournaments at Winslow by Q3 Total	2022
	Youth Sports participants recover 80% of Junior Baseball from 437 in to 350 in 2022 by Q4	2022
	Youth Sports participants recover 80% of Junior Baseball from 437 in to 350 in 2022 by Q4 Total	2022
TL	Facilitate 275 hours of field rentals to outside event directors which would be a 25 hour increase from 2020 by Q4	2022
	Facilitate 275 hours of field rentals to outside event directors which would be a 25 hour increase from 2020 by Q4 Total	2022
	Twin Lakes Softball host one national softball tournament creating \$500,000 in economic impact by Q3	2022
	Twin Lakes Softball host one national softball tournament creating \$500,000 in economic impact by Q3 Total	2022
	Twin Lakes Softball recover 70% of participants from 1,680 in 2019 to 1,176 in 2022 by Q4	2022
	Twin Lakes Softball recover 70% of participants from 1,680 in 2019 to 1,176 in 2022 by Q4 Total	2022
TL Softball staff	Twin Lakes Softball; resolve building deck railing risks	2022
	Twin Lakes Softball; resolve building deck railing risks Total	2022
TLRC	TLRC recover 75% of Youth Basketball registrations from 730 in 2019 to 548 by Q3	2022

	TLRC recover 75% of Youth Basketball registrations from 730 in 2019 to 548 by Q3 Total	2022
	TLRC recover 80% of facility rental hours of courts/turf from \$171,000 in 2019 to \$136,800 by Q4	2022
	TLRC recover 80% of facility rental hours of courts/turf from \$171,000 in 2019 to \$136,800 by Q4 Total	2022
	TLRC retain 80% of 15 person seasonal staff from 2021 by Q4	2022
	TLRC retain 80% of 15 person seasonal staff from 2021 by Q4 Total	2022
	Twin Lakes Recreation Center recover 75% of visits/participations from 65,660 in 2019 to 49,245 by Q4	2022
	Twin Lakes Recreation Center recover 75% of visits/participations from 65,660 in 2019 to 49,245 by Q4 Total	2022
TLRC and all	Security Camera direct access by staff; drive a resolution or decision from administration	2022
	Security Camera direct access by staff; drive a resolution or decision from administration Total	2022
TLRC staff	Twin Lakes Recreation Center; drive reminders and discussion about Weimer Road connection to trail	2022
	Twin Lakes Recreation Center; drive reminders and discussion about Weimer Road connection to trail Total	2022

YEAR	2022	
	Administration	
TEAM	STRATEGY / ACTION ITEMS	SUM of YEAR
Community Relations	Add biannual Google checks on Parks locations, facilities to update facility hours and locations by Q4	2022
	Add OuterSpatial download link on all BPRD websites to promote download of app for use as a marketing tool by Q1	2022
	Analyze print, social media standards, and internal communications for inclusion, equity, and diversity by Q4	2022
	Attend RecTrac Training 3.1 to learn the use of reporting, data collection and marketing tools by Q4	2022
	Capture legal signatures for proper documentation through Adobe Sign by Q4	2022
	Create audio recordings of interpretive displays, signage, and brochures available to be read aloud, and transcripts so text can be translated into other languages by Q4	2022
	Encourage diversity in volunteer recruitment by Q4	2022
	Invest in social media management tool for digital content channels by Q3	2022
	Promote volunteer opportunities that support BPRD's efforts to enhance local biodiversity by Q3	2022
	Recruit adequate volunteer workforce to support native tree and shrub plantings and invasive plant removals by Q3	2022
	Reduce the number of printed pages in seasonal program guide by Q2	2022
	Regular meetings of Public Interface Action Team to troubleshoot internal and external communication challenges by Q2	2022
	Require FSC or SFI certified and/or tree free papers from sustainable sources by Q1	2022
	Use minimum 30% post-consumer recycled content for printed materials, where applicable by Q1	2022
	Utilize NRPA's inclusion and diversity language guide for assistance in creating text for programs by Q1	2022
Admin	Provide 500 customers with a link to customer service satisfaction survey, with a completion rate of 10% (50), by end of Q4.	2022
	Include Union Staff in DEI, Biasand, and new Kantola trianings by Q1	2022
	Convert revenue data entry into New World from manual entry to an electronic process, by directly importing the program and rental revenue from RecTrac into New World by end of Q4.	2022
	Transition remaining seasonal staff to electronic timekeeping through Time Track by end of Q4	2022
	Evaluate and determine best practice to provide customer service in City Hall Atrium, while meeting customer needs.	2022