



AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, June 28, 2022 4:00pm – 5:30pm

Council Chambers
401 North Morton

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of May 9, 2022 and May 24, 2022
- A-2. Approval of Claims Submitted May 24, 2022 – June 27, 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 – None
- A-7. Approval of contract with I Shine Cleaning, LLC for cleaning services at Banneker Community Center
- A-8. Approval of contract with green Terminix services at Banneker Community Center
- A-9. Approval of contract addendum with Harrell-Fish Inc. for HVAC repair at Banneker Community Center
- A-10. Approval of partnership agreement with Mad 4 My Dog for 2022 Drool in the Pool community event
- A-11. Approval of contract with Southside Rental for rental of tents, stages, tables and chairs for several community events
- A-12. Approval of contract with B&L Sheet Metal and Roofing, Inc. for gutter repair at Banneker Community Center
- A-13. Approval of contract with Core Restoration, LLC for commercial cleanup services
- A-14. Approval of contracts for appraisals on property adjacent to Leonard Springs Nature Park
- A-15. Approval of service agreement with Republic Services, Inc. for green waste disposal
- A-16. Approval of contract with Bruce Wilds Security for security services at Griffy Lake Nature Preserve

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Bravo Award – Cortland Carrington (Emily Buuck)
Farmers' Market Advisory Council President
- B-2. Parks Partner Award
- B-3. Staff Introductions

C. OTHER BUSINESS

- C-1. Review/Approval of naming opportunity for Field #2 and Field #3 at Winslow Sports Complex (Scott Pedersen)
- C-2. Review/Approval of contract with Emerald Grading and Excavating, Inc. for work on Field 5 at Winslow Sports Complex (Mark Sterner)
- C-3. Review/Approval of price schedule adjustment for Bloomington Youth Basketball Program (Mark Sterner)
- C-4. Review/Approval of contract with CarpetsPlus Colortile for flooring project at Frank Southern Center (Dee Tuttle)
- C-5. Review/Approval of partnership agreement with Elder Journey Homecare for the Adopt-A-Median location on Clarizz Boulevard (Joanna Sparks)
- C-6. Review/Approval of contract with F.A. Bartlett Tree Expert Company for treatment of ash trees (Erin Hatch)
- C-7. Review/Approval of appointment to the Tree Commission (Erin Hatch)
- C-8. Review/Approval of appointment to the Environmental Resources Advisory Council (Rebecca Swift)

- C-9. Review/Approval of contract with Cassady Electrical Contractors, Inc. for installation of light fixtures in Seminary Park (Tim Street)
- C-10. Review/Approval of contract with E&B Paving, LLC for asphalt repairs at Southeast Park (Tim Street)
- C-11. Review/Approval of contract addendum with Scenic Construction Services, Inc. for Cascades Trail Park (Tim Street)

D. REPORTS

- D-1. Recreation Division - Community Events Update (Leslie Brinson)
- D-2. Operations Division -
- D-3. Sports Division -
- D-4. Administration Division -

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).

The meeting may accessed at the following link:

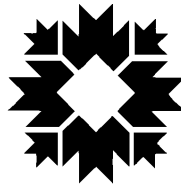
<https://bloomington.zoom.us/j/87630866789?pwd=WkZoRmZ3enJCSHZ3cUNxVzRkckJ3Zz09>

Meeting ID: 876 3086 6789 Passcode: 116576

Dial by your location

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

Find your local number: <https://bloomington.zoom.us/j/87630866789>



**CITY OF BLOOMINGTON
parks and recreation**

A-1

06-28-2022

**Board of Park Commissioners
Regular Meeting
Minutes**

Special Meeting: Monday, May 9, 2022 4:00 – 5:00pm

McCloskey Conference Room
401 North Morton, Suite 250

CALL TO ORDER - ROLL CALL

The meeting was called to order by Kathleen Mills at 4:01pm.
Present Kathleen Mills, Ellen Rodkey, and Jim Whitlatch
Absent: Israel Herrera

A. CONSENT CALENDAR - None

B. PUBLIC HEARINGS/APPEARANCES

B-1. General Public Comment Period – None were received

B-2 Kathleen Mills, Park Board President - this was an additional opportunity for Public Comment on Confirming Declaratory Resolution 22-03 Titled: Resolution of the Board of Park Commissioners of the City of Bloomington, Authorizing Issuance of Bonds to Finance Certain Park Projects and Incidental Expenses In Connection Therewith And On Account Of The Issuance Of The Bonds, Appropriating The Proceeds Thereof, Modifying And Confirming A Declaratory Resolution And Approving Related Matters

Kathleen Mills, President Board of Park Commissioners opened the floor to public comments. None were received

C. OTHER BUSINESS

C-1 Kathleen Mills, Park Board President – this meeting was for the Review/Approval of Confirming Declaratory Resolution 22-03 Titled: Resolution of the Board of Park Commissioners of the City of Bloomington, Authorizing Issuance of Bonds to Finance Certain Park Projects and Incidental Expenses In Connection Therewith And On Account Of The Issuance Of The Bonds, Appropriating The Proceeds Thereof, Modifying And Confirming A Declaratory Resolution And Approving Related Matters

Paula McDevitt, Director it was recommended that, after receiving public comment at the legally advertised public hearing portion at the April 26, 2022 meeting, and again at this meeting held on Monday, May 9, 2022, 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.

Tim Street, Operation Development Director and Beth Rosenbarger, Planning Services Manager presented the Parks General Obligation Bond project list.

Paula McDevitt, Director reviewed the bond process.

Jeff Underwood, City Controller and Bond Council were present virtually.

Board Comments: Jim Whitlatch inquired: what was the available amount through the Bond. Paula McDevitt responded: not to exceed five million, eight hundred thousand, (\$5,800,000). Jim Whitlatch inquired, what happened if the total of the projects were more than the bond amount. Jeff Underwood, City Controller responded: The City Council approved them in a priority order. The funding would be used in that order.

Jim Whitlatch moved to approve. *Ellen Rodkey* seconded the motion. *Kathleen Mills* all those in favor of confirming Declaratory Resolution 22-03 Titled: Resolution of the Board of Park Commissioners of the City of Bloomington, authorizing issuance of Bonds to finance certain parks projects and incidental expenses in connection therewith and on account of the issuance of the Bonds, appropriating the proceeds thereof, modifying and confirming a Declaratory Resolution and approving related matters. Vote taken: unanimously carried 3-0.

C-2 Review/Approval of Addendum 3 with E&B Paving, Inc. for Griffy Lake Loop Trail project. Tim Street, Operation Development Director Staff recommended approval of the addendum with E&B Paving to add Scope of Work to the existing project to install guardrail along the eastern side of Headley Rd. Amount would be \$116,000 and funded by Public Works.

Jim Whitlatch moved to approve the addendum with E&B Paving, Inc. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 3-0.

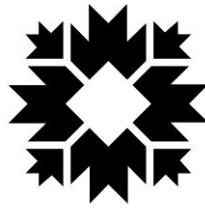
ADJOURNMENT

Meeting was adjourned at 4:15pm.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners



CITY OF BLOOMINGTON
Parks and Recreation

A-1

06-28-2022

Board of Park Commissioners
Regular Meeting
Minutes

Regular Meeting: Tuesday, May 24, 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 4:01p.m.

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

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 4th 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 4th 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

Ellen Rodkey made a motion to approve the consent calendar A-1 through A-20. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Bravo Award

Julie Ramey, Community Relations Manager presented Rachel Gingrich, Audrey Hakanson, Megan Kapp, and Morgan Plunket with the May BRAVO Award. The four Indiana University students received the reward in recognition of their efforts in regards to planning and executing the 2022 Children's Expo. These students took the initiative to brainstorm new ideas in hopes of reaching a more diverse populations, met weekly to discuss ideas and details. They took on individual tasks that needed to be accomplished during the Expo itself. Staff was thankful for their hard work and the

assistance they provided.

Audrey Hakanson, Award Recipient the students were grateful for the opportunity to work with Parks and Recreation Department, and the experience it provided. Audrey thanked the Board and Park staff. The Board thanked the students for their volunteer efforts.

B-2. Parks Partner Award- none

B-3. Staff Introductions

Rachel van Voorhis, Natural Resources Intern was a first-year master's student at Paul H. O'Neill School of Public and Environmental Affairs at Indiana University, pursuing a Masters of Public Affairs with a desired concentration in Environmental Policy and Natural Resource Management. Rachel majored in International Studies and Environmental and Sustainability Studies, and was currently working alongside an advisor of the Humanitarian Assistance Project to develop community-based resilience to climate change and humanitarian crises.

The Board welcomed Rachel Van Voorhis to the department.

C. OTHER BUSINESS

C-1. Review/Approval of Partnership Agreement with Bloomington Parkour for Roundabout

Joanna Sparks, City Landscaper staff recommended approval of the partnership with Bloomington Parkour to provide a means of improving, beautifying, and maintaining the roundabout located at the intersection of Winslow Road, High Street and Rogers Road.

David Frew, Bloomington Parkour Coach and Organizer Bloomington Parkour was a non-profit organization sports group that promoted sports parkour in a safe responsible manner. Part of their mission was community engagement, and they were a leave no trace organization. Adopting the roundabout was a logical step for the organization to take a more proactive role as responsible member of the community. David explained parkour sport.

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

C-2. Review/Approval of Contract with EcoLogic, LLC for Wetland Monitoring at Switchyard Park

Joanna Sparks, City Landscaper staff recommended approval of the contract with Eco Logic for year two of the wetland monitoring at Switchyard Park. Eco Logic would prepare the 2022 annual monitoring report for the Switchyard park wetland and stream mitigation. The project would include on site data collection, review of native vegetation survival and wetland indicator status, invasive species presence, soil erosion, and review of the 293 lineal feet of created stream channel. Amount was not to exceed \$9,148, the funding source would be from Landscaping General Fund.

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

C-3. Review/Approval of Addendum to Service Agreement with Bluestone Tree

Erin Hatch, Urban Forester in January 2022, the Department and Bluestone Tree entered into a contract for tree removal and pruning in emergency situations on an as needed basis. Due to an increased need in contractual tree and limb removal services, both parties wished to amend the compensation listed in Article 4 of the original Agreement. Staff recommended approval of the addendum to increase the original service contract by \$15,000, bring total amount not exceed to \$45,000. Funding would be from Urban Forestry General Fund.

Board Comments: Kathleen Mills inquired: who had submitted the requests, the staff or the public. Erin Hatch responded: most of the requests had been made by the public. Jim Whitlatch inquired: what was the current amount that had been spent for these situations. Erin Hatch responded: \$30,000.

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

C-4. Review/Approval of Partnership Agreement with Buskirk Chumley Theater Management

Chaz Mottinger, Special Projects Manager Art, Economic and Sustainable Development, staff recommended the renewal of the City's contract with Buskirk Chumley Theater Management to manage the Buskirk Chumley Theater from January 1, 2022 through December 31, 2024. The contract was first entered into in 2001. There were two changes to the 2022 contract, to extend the length of the contract from one to three years, and it was recommended that any money pledged to the Buskirk Chumley Theater through its centennial campaign remains with BCTM if the contract with the City was dissolved.

Board Comments: Jim Whitlatch inquired: what was the campaign for to raise money Chaz Mottinger responded: it was for the 100th Anniversary of the Buskirk Chumley Theater. Paula McDevitt, Director commented: multiple City Departments were part of the contract. The contract would also be presented to the Board of Public Works and the Redevelopment Commission.

Ellen Rodkey made a motion to approve the partnership agreement with Buskirk Chumley Theater Management. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.

C-5. Review/Approval of Contract with Rundell Ernstberger & Associates for Two Gateways

Paula McDevitt, Director the Department wished to develop two gateways at major entrances to the City as part of the 2018 Bicentennial Bond Projects. The Department required the services of a professional contractor to design and oversee implementation of the projects at Miller-Showers Park and the Arlington Bridge. Staff recommended approval of the projects with Rundell Ernstberger & Associates in an amount not to exceed \$133,925. Funding would be through the Bicentennial Bond: 980-18-18018C-54510 project Code: 980-2020D.

Board Comments: Kathleen Mills inquired: if there would be a chance the other sites may be reconsidered at a later date. Paula McDevitt responded: there could be a possibility of that happening. The two sites selected were the most prominent, and heavily used. Jim Whitlatch inquired: if the two current sites, had been part of the original four sites selected. Paula McDevitt responded: yes. Jim Whitlatch stated: we are not redoing what was already done, just building on it. Paula McDevitt responded: that was correct. We would be diving a little deeper into the project. Israel Herrera inquired: if one of the original sites had been on private property. Paula McDevitt responded: that was correct, a site on East Third Street had been identified as a possible site. There had been multiple obstacles at that location.

Ellen Rodkey made a motion to approve the contract with Rundell Ernstberger & Associates. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.

C-6. Review/Approval of Contract with Woods Electric for Parking Lot Lighting Project at Cascades Golf Course

Paula McDevitt, Director for security and safety, staff wished to improve lighting in the dark areas of the Cascades Golf Course parking lot. Two new 15 foot decorative 100-watt LED light poles would be installed in the grass area of the parking lot. Power for the light poles would come from existing wiring, and would be controlled by photocell from dusk to dawn operations. Staff recommended approval of the contract with Woods Electric. Funding source would be from General Obligation Bond Interest from: Series A – 977-18-18016a-54510 Project Code: 977 2022a, in an amount not to exceed \$5,480.

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

C-7. Review/Approval of Contract with Chef for Hire

Leslie Brinson, Community Events Manager staff wished to once again vend meals for the Banneker Summer Food Service Program. The vendor would produce, package, and deliver breakfast and lunch meals twice per week for the approximate 70 to 80 daily participants of the Banneker Camp summer program. The packaged meals would meet the standard of the USDA Summer Food Service Program. The USDA Summer Food Service Program, would reimburse Banneker for each meal served. Staff recommended approval of the contract with Chef for Hire, Inc.

Board Comments: Ellen Rodkey inquired: how often the meals would be served. Leslie Brinson responded: breakfast and lunch would be served each day of camp, Monday through Friday. Chef for Hire would deliver the meals twice weekly, which would be kept in the Banneker refrigerators. The process would provide fresher meals for the participants.

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

C-8. Review/Approval of Name Imagine Likeness Contracts with Anthony Leal and Chloe Moore-McNeil

Julie Ramey, Community Relations Manager staff wished to support student athletes, encourage young players to identify role models in their chosen sports, and to leverage marketing efforts. The Name Imagine Likeness Agreements would compensate each NCAA athlete for the use of their name, image, and likeness to promote Bloomington Youth Basketball League registration, and in marketing campaigns to increase the rental use of court space at Twin Lakes Recreation Center. Staff recommended approval of the agreements with Anthony Leal and Chloe Moore-McNeil, in an amount not to exceed \$1,500 per athlete. Funding would be from Community Relations General Fund.

Board Comments: *Kathleen Mills inquired:* if there were metrics to determine if the program was successful. *Julie Ramey responded:* there were pre NIL numbers that could be used for comparison. *Jim Whitlatch inquired:* on the timeframe. *Julie Ramey responded:* their names, likeness and images can only be used during the time frame of October 31, 2022 through December 31, 2022. That timeframe was selected, as that was the timeframe of the 2022 Fall/Winter Program Guide.

Ellen Rodkey made a motion to approve the contracts with Anthony Leal and Chloe Moore-McNeil. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-9. Review/Approval of Appointments to the Farmers' Market Advisory Council

Clarence Boone, Farmers' Market Coordinator staff recommended approval of the appointments of Tracy Bruce, Karen Saint Rain, Kip Schlegel, Phruksaphong Visuthduangdusdee, and Macaulay Ward to the Farmers' Market Advisory Council. The eleven member council, acted in an advisory capacity to the Board of Park Commissioners and Park staff on policy matters relating to the Farmers' Market.

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

C-10. Review/Approval of Resolution 22-04 for Title 12 Enforcement Authority

Tim Street, Operations and Development Division Director Resolution 22-04, was 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. Since 2015, the authority had been given to the Transportation and Traffic Engineer within the Planning and Transportation Department. In 2021, Engineering became its own Department, and the title changed from Transportation and Traffic Engineer to City Engineer. Staff recommended approval of Resolution 22-04.

Board Comments: *Jim Whitlatch inquired:* if Engineering had a process in place. *Tim Street responded:* he could not speak on the specific process, but knew there were several Engineering staff members who responded to complaints and looked at these types of issues.

Ellen Rodkey made a motion to approve Resolution 22-04 for Title 12 enforcement authority. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-11. Review/Approval of Contract with Beam, Longest & Neff for Pedestrian Bridge Inspections

Tim Street, Operations and Development Division Director to maintain pedestrian bridges in good condition, staff wished to have five bridges professionally inspected. Contractor would inspect and report on five bridges and small structures within the City. Qualifications of inspection personnel would comply with the National Bridge Inspection Standards (NBIS). The pedestrian bridge and small structure inspections would be done in accordance with the NBIS and current "AASHTO manual for Maintenance Inspection of Bridges" if applicable. Staff recommended approval of the contract with Beam, Longest & Neff, in an amount not to exceed \$12,000. Funding source would be from ARPA Funds 176-18-G21105-53990.

Board Comments: *Kathleen Mills inquired:* if this was a strategical plan and not in response to an issue. *Tim Street responded:* a strategical plan. This was a periodic review to make sure bridges were in good condition.

Ellen Rodkey made a motion to approve the contract with Beam, Longest & Neff. *Jim Whitlatch* seconded the motion.

Vote taken: motion unanimously carried 4-0.

C-12. Review/Approval of Contract with Midwest Maintenance, Inc. for Waldron, Hill & Buskirk Park Stage Repair

Tim Street, Operations and Development Division Director due to structural issues and for safety, staff wished to have repairs made to the support pillars at the Waldron, Hill, and Buskirk Park bandstand. Contractor would perform construction services related to the demolition and reconstruction of concrete masonry columns on the stage. Staff recommended approval of the contract with Midwest Maintenance, Inc. in an amount not to exceed \$75,000. Funding source would be from ARPA Funds 176-18-G21105-53990.

Board Comments: Kathleen Mills inquired: if the cause of the cracking had been determined. Tim Street responded: RC Engineering determined wind deflection over the past 20 years had caused the issues. A way to rebuild had been identified that would mitigate future issues.

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

C-13. Review/Approval of Contract with Lentz Paving for Park Ridge East Court Resurfacing

Tim Street, Operations and Development Division Director due to deterioration, and to keep courts in good working condition, staff wished to have repairs made on two tennis courts, and one basketball court. Contract would perform asphalt repair and overlay on the three courts at Park Ridge East. Staff recommend approval of the contract with Lentz Paving in an amount not to exceed \$58,250. Funding source would be from Adult Sports General Fund. After the repairs, the courts would need to cure for a couple of months before the coating and line striping could be applied.

Board Comments: Kathleen Mills inquired: if the courts could be used while curing. Tim Street responded: the courts could be used during the curing process.

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

C-14. Review/Approval of Addendum with Scenic Construction for Cascades Phase 5

Tim Street, Operations and Development Division Director in May of 2021, the Department entered into an Agreement with Scenic Construction Services, Inc. for construction of the Cascades Trail Phase 5 and Streambank Stabilization project. For safety, the need for two additional sections of safety railing along a section of the creek had been identified. Staff recommended the approval of the addendum with Scenic Construction for the additional scope of work, and additional compensation that was not to exceed \$5,960. Both parties agreed to the changes.

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

C-15. Review/Approval of Partnership Agreement with Indiana University Rec Sports for “All Kids Swim” Program

Emily Carrico, Health and Wellness Coordinator staff wished to provide a swimming program to Banneker Summer Camp participants. The agreement with Indiana University Rec Sports, outlined the shared responsibilities of both parties to provide a swimming education program called All Kids Swim (AKS). The program was funded through the Indiana State Department of Health Youth Adolescent and Physical Activity (YAPA) grant. Banneker campers would attend AKS at IU Outdoor pool, and receive two weeks of swim lessons free of charge from IU’s skilled instructors. Staff recommend approval of the partnership.

Board Comments: Israel Herrera inquired: if the program would only be opened to Banneker campers. Emily Carrico responded: that was correct, it would only be available to Banneker Summer Camp participants.

Ellen Rodkey made a motion to approve the partnership with Indiana University Rec Sports for “All Kids Swim” program. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-16. Review/Approval of Partnership with Monroe County Fairgrounds for Touch a Truck

Haylie Pryson, Community Relations Specialist staffed wished to participate in a new event called “Touch a Truck at the Fair”. The Agreement outlined a program partnership with Monroe County Fair Association, which would establish a new event during Kid’s Day at the Monroe County Fair. The event would bring out a variety of different trucks and vehicles that children and families could get close to. Staff recommended approval of the partnership. Ellen Rodkey made a motion to approve the partnership with Monroe County Fairgrounds for Touch-a-Truck. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.

C-17. Review/Approval of MOU with Area 10 Agency on Aging RSVP Program

Julie Ramey, Community Relations Manager the RSVP 55+ Volunteer program was a program of the Area 10 Agency of Aging for volunteers aged 55 years and older. RSVP matched the talents and interests of the volunteers with meaningful programs that help better the community. In accordance with the MOU, RSVP/Area 10 would recruit and register volunteers for Parks programs, ensure that they were 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. Staff recommended approval of the MOU. The MOU is typically renewed every three years.

Board Comments: briefly discussed Section A. item 4 of the MOU.

Ellen Rodkey made a motion to approve the Mutual of Understanding with Area 10 Agency on Aging RSVP program. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.

C-18. Review/Approval of CAPRA Accreditation Annual Report Master Plan and Strategic Action Plan

Paula McDevitt, Director to meet a CAPRA Accreditation requirement, an annual report on the department’s Master Plan goals and objectives including the Strategic Action Plan (SAP) was presented to the Board of Park Commissioners for their review and approval. Park staff used the goals and objectives from the 2021 five year Master Plan to create the Strategic Action Plan.

Board Comments: Ellen Rodkey inquired: how often was staff worked with to assess progress. Paula McDevitt responded: this occurred in several ways throughout the year, during Division meetings, at Staff Retreats, during the City’s mid-year goal review, and during end of year budget presentation.

Ellen Rodkey made a motion to approve the CAPRA Accreditation Annual Report Master Plan and Strategic Action Plan. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.

Paula McDevitt, Director the next Board of Park Commissioners meeting will be held on June 28, 2022.

D REPORTS

D-1. Administration Division - none
D-2. Recreation Division - none
D-3. Sports Division - none
D-4. Operations Division - none

E. PUBLIC COMMENT

Kathleen Mills opened the floor to public comments – none were received

ADJOURNMENT

Meeting adjourned at 4:54 p.m.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/3/2022	Payroll				193,844.11
					<u>193,844.11</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 \$ 193,844.11

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 05/28/22 - 06/10/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 176 - ARPA Local Fiscal Recvry (S9512)										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53990 - Other Services and Charges										
7211 - Crisis Cleaning, INC (DO NOT USE)	4178	18-Cleaning & smoke removal of vandalized Butler Prk restroom	Paid by EFT # 46854		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,749.00
6330 - Marshall Security LLC	2315	18-Security Services (B-Line) - 5/1 - 5/15/22	Paid by EFT # 46926		05/31/2022	05/31/2022	06/10/2022		06/10/2022	6,555.00
6330 - Marshall Security LLC	2314	18 SYP Marshall MSI Security 5/1-5/15/22-2 officers	Paid by EFT # 46926		05/31/2022	05/31/2022	06/10/2022		06/10/2022	7,245.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$15,549.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	3		\$15,549.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	3		\$15,549.00
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals							Invoice Transactions	3		\$15,549.00
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-522	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X051920 22	Paid by Check # 75758		05/30/2022	05/30/2022	05/30/2022		05/30/2022	29.24
Account 53210 - Telephone Totals							Invoice Transactions	1		\$29.24
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	86.26
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		\$86.26
Program 181000 - Administration Totals							Invoice Transactions	2		\$115.50
Program 181001 - Health & Wellness										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	43.12
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		\$43.12
Program 181001 - Health & Wellness Totals							Invoice Transactions	1		\$43.12
Program 181100 - Marketing										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	726137	18- Zip-ties for signs	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	26.86
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$26.86



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-522	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X051920 22	Paid by Check # 75758		05/30/2022	05/30/2022	05/30/2022		05/30/2022	40.77
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$40.77</u>
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39145	18- A Fair of the Arts Rack Cards	Paid by EFT # 46809		05/31/2022	05/31/2022	06/10/2022		06/10/2022	74.25
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39146	18-Mission Values notecards	Paid by EFT # 46809		05/31/2022	05/31/2022	06/10/2022		06/10/2022	168.50
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-54929	18- Playground Closed Yard Signs	Paid by EFT # 46967		05/31/2022	05/31/2022	06/10/2022		06/10/2022	230.86
Account 53310 - Printing Totals Invoice Transactions 3										<u>\$473.61</u>
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0004545341	18- Summer Camp and Weather Page Advertising	Paid by EFT # 46876		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,711.30
8196 - Lake City Saver INC (MailPak Magazine)	45609-R	18-City Golf Tournament ad-June 2022	Paid by EFT # 46918		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,249.00
Account 53320 - Advertising Totals Invoice Transactions 2										<u>\$2,960.30</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	AE0098720831 8CUS	18-Adobe Stock purchase	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	359.99
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 2										<u>\$359.99</u>
Program 181100 - Marketing Totals Invoice Transactions 9										<u>\$3,861.53</u>
Program 182001 - Aquatics - Bryan Pool										
Account 52310 - Building Materials and Supplies										
539 - Price Electric, INC	35545	18 - BP Repair Connections to pool motor	Paid by EFT # 46960		05/31/2022	05/31/2022	06/10/2022		06/10/2022	374.90
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 1										<u>\$374.90</u>
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	711672	18 - BP Concrete Patch material	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	27.99
394 - Kleindorfer Hardware & Variety	713897	18 - BP and MP filters	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	5.97



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	714370	18 - BP deck- hydro cement, joint knife	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	20.58
Account 52340 - Other Repairs and Maintenance Totals										\$54.54
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	214700817807	18-Shower curtains for Bryan and Mills bathhouse	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	56.70
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	.00
394 - Kleindorfer Hardware & Variety	711842	18 - Pools-towels, slide wax, bungees	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	67.52
Account 52420 - Other Supplies Totals										\$124.22
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	10594	18 - Pool staff t shirts	Paid by EFT # 46807		05/31/2022	05/31/2022	06/10/2022		06/10/2022	100.00
Account 52430 - Uniforms and Tools Totals										\$100.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-522	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X05192022	Paid by Check # 75758		05/30/2022	05/30/2022	05/30/2022		05/30/2022	29.24
Account 53210 - Telephone Totals										\$29.24
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	43.12
Account 53910 - Dues and Subscriptions Totals										\$43.12
Program 182001 - Aquatics - Bryan Pool Totals										\$726.02
Program 182002 - Aquatics - Mills Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	9910633	18 - Bryan and Mills Pool CO2	Paid by EFT # 46895		05/31/2022	05/31/2022	06/10/2022		06/10/2022	346.02
177 - Indiana Oxygen Company, INC	9913552	18 - Bryan and Mills Pool CO2	Paid by EFT # 46895		05/31/2022	05/31/2022	06/10/2022		06/10/2022	567.03
Account 52220 - Agricultural Supplies Totals										\$913.05
Account 52310 - Building Materials and Supplies										
539 - Price Electric, INC	35546	18 - MP Reinstalled connections to pool motor	Paid by EFT # 46960		05/31/2022	05/31/2022	06/10/2022		06/10/2022	351.40
Account 52310 - Building Materials and Supplies Totals										\$351.40



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182002 - Aquatics - Mills Pool										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	713897	18 - BP and MP filters	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	7.47
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$7.47
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	214700817807	18-Shower curtains for Bryan and Mills bathhouse	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	56.70
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	.00
5819 - Synchrony Bank	444973374663	18 - lifeguard breakaway lanyards	Paid by EFT # 46995		05/31/2022	05/31/2022	06/10/2022		06/10/2022	34.55
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$91.25
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	10594	18 - Pool staff t shirts	Paid by EFT # 46807		05/31/2022	05/31/2022	06/10/2022		06/10/2022	275.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$275.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-522	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X051920 22	Paid by Check # 75758		05/30/2022	05/30/2022	05/30/2022		05/30/2022	58.48
Account 53210 - Telephone Totals									Invoice Transactions 1	\$58.48
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 9	\$1,696.65
Program 182500 - Frank Southern Center										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5609075	18 - FSC Backflow Inspection	Paid by EFT # 46916		05/31/2022	05/31/2022	06/10/2022		06/10/2022	95.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$95.00
Program 182500 - Frank Southern Center Totals									Invoice Transactions 1	\$95.00
Program 183500 - Golf Services										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	2672	18 - Industrial Supplies-hand soap, trash bags, bath tissue	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	94.80
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$94.80
Account 52220 - Agricultural Supplies										
334 - Irving Materials, INC	71087296	18 - Sand includes haul charge	Paid by EFT # 46903		05/31/2022	05/31/2022	06/10/2022		06/10/2022	544.88
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$544.88



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52340 - Other Repairs and Maintenance										
2708 - AmeriGas Propane, LP	3136093563	18-tank rental	Paid by EFT # 46815		05/31/2022	05/31/2022	06/10/2022		06/10/2022	217.38
3958 - Kenney Machinery LLC	X27627	18 - Tines-solid 12MM	Paid by EFT # 46911		05/31/2022	05/31/2022	06/10/2022		06/10/2022	247.25
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 2	\$464.63
Account 53170 - Mgt. Fee, Consultants, and Workshops										
4590 - Professional Golfers' Association of America	27054146 - 2022	18 - PGA Dues Aaron Craig 2022	Paid by EFT # 46962		05/31/2022	05/31/2022	06/10/2022		06/10/2022	337.00
4590 - Professional Golfers' Association of America	27609196-2022	18 - PGA Dues Jason Sims 2022	Paid by EFT # 46961		05/31/2022	05/31/2022	06/10/2022		06/10/2022	337.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals									Invoice Transactions 2	\$674.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-522	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X051920 22	Paid by Check # 75758		05/30/2022	05/30/2022	05/30/2022		05/30/2022	29.24
Account 53210 - Telephone Totals									Invoice Transactions 1	\$29.24
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2495	18-Sam's Club Membership	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	86.26
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 2	\$86.26
Program 183500 - Golf Services Totals									Invoice Transactions 9	\$1,893.81
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial (Rural King)	9068	18-(4) Baitwell plugs, safety goggles, chaps, safety helmet	Paid by Check # 75779		05/31/2022	05/31/2022	06/10/2022		06/10/2022	212.93
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$212.93
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	507060	18-treated lumber, Quickrete concrete	Paid by EFT # 46832		05/31/2022	05/31/2022	06/10/2022		06/10/2022	66.68
409 - Black Lumber Co. INC	507561	18-lumber (4x4 & 2x8) for general repairs	Paid by EFT # 46832		05/31/2022	05/31/2022	06/10/2022		06/10/2022	50.90
394 - Kleindorfer Hardware & Variety	715956	18 - sponges, broom head	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	32.87
394 - Kleindorfer Hardware & Variety	714050	18-pruning saws & clippers, scythe stone, trash bags, gloves,	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	166.89



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	715885	18-Natural Resources Maintenance Supplies - 3/8 bit	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	3.49
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 5
										<u>\$320.83</u>
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomington)	875764	18-water for Griffy	Paid by EFT # 46834		05/31/2022	05/31/2022	06/10/2022		06/10/2022	4.90
11589 - Bloomington Cooperative Services (Bloomington)	881608	18-water for Griffy	Paid by EFT # 46834		05/31/2022	05/31/2022	06/10/2022		06/10/2022	2.45
4574 - John Deere Financial (Rural King)	59291	18- (3) Rolls Non-skid Tape, (2) Oversized Lifejackets	Paid by Check # 75779		05/31/2022	05/31/2022	06/10/2022		06/10/2022	56.93
4574 - John Deere Financial (Rural King)	67205	18-(5) Folding Saw and Baitwell Plug	Paid by Check # 75779		05/31/2022	05/31/2022	06/10/2022		06/10/2022	59.94
Account 52420 - Other Supplies Totals										Invoice Transactions 4
										<u>\$124.22</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-522	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X051920 22	Paid by Check # 75758		05/30/2022	05/30/2022	05/30/2022		05/30/2022	110.78
Account 53210 - Telephone Totals										Invoice Transactions 1
										<u>\$110.78</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	41L926996X777364	18-Friends of Reservoir Group Membership	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	25.00
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	43.12
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 2
Program 184000 - Natural Resources Totals										<u>\$68.12</u>
										Invoice Transactions 13
										<u>\$836.88</u>
Program 184500 - Youth Services -Juke Box										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2495	18-Sam's Club Membership	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	86.26
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 2
Program 184500 - Youth Services -Juke Box Totals										<u>\$86.26</u>
										Invoice Transactions 2
										<u>\$86.26</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	715823	18- batteries	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	35.98
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$35.98
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	323906	18-Permit Fee for Performing Arts Series	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	147.25
3560 - First Financial Bank / Credit Cards	323914	18-Permit Fee for Performing Arts Series	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	184.36
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	129.38
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 3
										\$460.99
Program 186500 - Community Events Totals										Invoice Transactions 4
										\$496.97
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	507234	18-four watering cans	Paid by EFT # 46832		05/31/2022	05/31/2022	06/10/2022		06/10/2022	31.96
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$31.96
Program 186502 - Community Events-Gardens Totals										Invoice Transactions 1
										\$31.96
Program 187001 - Adult Sports-Softball										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	713592	18- TLSP Plastic Chain, Safety Glasses, Clips, Plier, Gear Lube	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	99.30
394 - Kleindorfer Hardware & Variety	715889	18- TLSP Straw for Grass Seed (Where tree islands were)	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	19.50
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										\$118.80
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	114256	18- TLSP Seasonal Staff Shirts	Paid by EFT # 47021		05/31/2022	05/31/2022	06/10/2022		06/10/2022	280.36
798 - Winters Associates Promotional Products, INC	114257	18 TLSP/SYP Staff Hats, Logo Wear	Paid by EFT # 47021		05/31/2022	05/31/2022	06/10/2022		06/10/2022	138.48
Account 52430 - Uniforms and Tools Totals										Invoice Transactions 2
										\$418.84
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-522	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X051920 22	Paid by Check # 75758		05/30/2022	05/30/2022	05/30/2022		05/30/2022	36.26
Account 53210 - Telephone Totals										Invoice Transactions 1
										\$36.26



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53610 - Building Repairs										
539 - Price Electric, INC	35531	18- TLSP Breaker Replacement for F4 Lights in Right Field	Paid by EFT # 46960		05/31/2022	05/31/2022	06/10/2022		06/10/2022	100.00
539 - Price Electric, INC	35530	18- TLSP 50 AMP 480 Volt Breaker for Breaker Box	Paid by EFT # 46960		05/31/2022	05/31/2022	06/10/2022		06/10/2022	220.00
Account 53610 - Building Repairs Totals							Invoice Transactions 2			<u>\$320.00</u>
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 7			<u>\$893.90</u>
Program 187202 - Youth Sports-Winslow										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	726003	18- Winslow- Loppers, Rake, Cable Ties, and Hammer	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	108.83
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1			<u>\$108.83</u>
Program 187202 - Youth Sports-Winslow Totals							Invoice Transactions 1			<u>\$108.83</u>
Program 187208 - Youth Sports-Olcott										
Account 53650 - Other Repairs										
5600 - Greenscapers, LLC	53758	18- Olcott Turf Repair on North Field	Paid by EFT # 46883		05/31/2022	05/31/2022	06/10/2022		06/10/2022	3,260.00
Account 53650 - Other Repairs Totals							Invoice Transactions 1			<u>\$3,260.00</u>
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	5615817	18- Olcott Backflow Inspection-May 2022	Paid by EFT # 46916		05/31/2022	05/31/2022	06/10/2022		06/10/2022	229.90
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			<u>\$229.90</u>
Program 187208 - Youth Sports-Olcott Totals							Invoice Transactions 2			<u>\$3,489.90</u>
Program 187500 - Banneker										
Account 52420 - Other Supplies										
205 - City Of Bloomington	214200154352	18- Walmart supplies/food for Banneker Summer Camp-5/22/22	Paid by Check # 75767		05/31/2022	05/31/2022	06/10/2022		06/10/2022	150.98
3560 - First Financial Bank / Credit Cards	214500394096	18-Walmart monthly supplies-5/25/22	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	305.37
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	.00
Account 52420 - Other Supplies Totals							Invoice Transactions 3			<u>\$456.35</u>
Account 53610 - Building Repairs										
3560 - First Financial Bank / Credit Cards	324710	18-lift device operating permit	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	262.93



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53610 - Building Repairs										
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	.00
Account 53610 - Building Repairs Totals									Invoice Transactions 2	\$262.93
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	43.12
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$43.12
Program 187500 - Banneker Totals									Invoice Transactions 6	\$762.40
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-522	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X051920 22	Paid by Check # 75758		05/30/2022	05/30/2022	05/30/2022		05/30/2022	23.62
Account 53210 - Telephone Totals									Invoice Transactions 1	\$23.62
Program 188001 - Inclusive Recreation Totals									Invoice Transactions 1	\$23.62
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM227893	18-Bug-X pump spray for shelters/restrooms & PPE	Paid by EFT # 46871		05/31/2022	05/31/2022	06/10/2022		06/10/2022	362.51
313 - Fastenal Company	INBLM227894	18 -Special Order Hardware & Custodial supplies for Shelters...	Paid by EFT # 46871		05/31/2022	05/31/2022	06/10/2022		06/10/2022	255.83
9269 - Ferguson Facilities Supply, HP Products #3400	0450430-1	18-clear vinyl gloves (100/box) 10tl for shelters/restrooms & PPE	Paid by EFT # 46873		05/31/2022	05/31/2022	06/10/2022		06/10/2022	97.50
12346 - Global Equipment CO., INC (Global Industrial)	119143792	18-(1) replacement stainless steel sharps dispenser (Butler prk	Paid by EFT # 46877		05/31/2022	05/31/2022	06/10/2022		06/10/2022	220.59
Account 52210 - Institutional Supplies Totals									Invoice Transactions 4	\$936.43
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	507287	18-concrete sealant, treated lumber	Paid by EFT # 46832		05/31/2022	05/31/2022	06/10/2022		06/10/2022	47.49
409 - Black Lumber Co. INC	508079	18-wood caps for waterfall sign	Paid by EFT # 46832		05/31/2022	05/31/2022	06/10/2022		06/10/2022	19.98
334 - Irving Materials, INC	11145503	18-concrete for curbing at Lincoln & Smith Ave	Paid by EFT # 46903		05/31/2022	05/31/2022	06/10/2022		06/10/2022	510.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	713696	18-self drilling screws for grills & door at Cascades restroom	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	16.64
394 - Kleindorfer Hardware & Variety	715514	18-tapcons, screws	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	9.56
365 - Rogers Group, INC	0713010368	18-stone for SYP irrigation repair project	Paid by EFT # 46973		05/31/2022	05/31/2022	06/10/2022		06/10/2022	22.00
365 - Rogers Group, INC	0713010294	18 - SYP-#53 stone-2 cy-5/16/22	Paid by EFT # 46973		05/31/2022	05/31/2022	06/10/2022		06/10/2022	44.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 7	\$669.67
Account 52340 - Other Repairs and Maintenance										
5415 - Allied Wholesale Electrical Supply, LLC	5721535	18-two splice kits for SYP irrigation	Paid by EFT # 46811		05/31/2022	05/31/2022	06/10/2022		06/10/2022	8.53
5415 - Allied Wholesale Electrical Supply, LLC	5722753	18-5 LED Cora lamps for various locations	Paid by EFT # 46811		05/31/2022	05/31/2022	06/10/2022		06/10/2022	160.08
5415 - Allied Wholesale Electrical Supply, LLC	5722757	18-light fixture for BCC & photocell stem	Paid by EFT # 46811		05/31/2022	05/31/2022	06/10/2022		06/10/2022	159.26
5415 - Allied Wholesale Electrical Supply, LLC	5722759	18-Photo eye control	Paid by EFT # 46811		05/31/2022	05/31/2022	06/10/2022		06/10/2022	19.26
3193 - B&H Electric and Supply, INC	380113	18-Replacement pump for Miller Showers Park fountain	Paid by EFT # 46823		05/31/2022	05/31/2022	06/10/2022		06/10/2022	2,512.13
50594 - Barry Company, INC	030845	18-Misc. parts for SYP irrigation	Paid by EFT # 46828		05/31/2022	05/31/2022	06/10/2022		06/10/2022	356.88
50594 - Barry Company, INC	031541	18-(2) 6" PVC caps for SYP irrigation	Paid by EFT # 46828		05/31/2022	05/31/2022	06/10/2022		06/10/2022	76.18
32 - Cassidy Electrical Contractors, INC	27949	18-Materials & labor to repair motor for MS Park irrigation	Paid by EFT # 46845		05/31/2022	05/31/2022	06/10/2022		06/10/2022	73.31
394 - Kleindorfer Hardware & Variety	726009	18-(2) 3ft 5/8" Smooth steel Bars/rods	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	23.98
394 - Kleindorfer Hardware & Variety	713979	18-push connects, tie down strap for Miller Showers irrigation	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	12.35
394 - Kleindorfer Hardware & Variety	715999	18-valves and PVC union	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	18.67
394 - Kleindorfer Hardware & Variety	726229	18-materials to fix chain-link fence at Dog Park	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	18.67
394 - Kleindorfer Hardware & Variety	726330	18-pressure washer nozzle	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	5.98



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	727020	18-misc. supplies general maint. - door closer	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	7.99
4911 - Most Dependable Fountains, INC	INV68403	18-Misc. parts for MDF drinking fountains	Paid by EFT # 46938		05/31/2022	05/31/2022	06/10/2022		06/10/2022	471.00
786 - Richard's Small Engine, INC	470484	18-parts for mowing crew Hustler and windstorm blower	Paid by EFT # 46966		05/31/2022	05/31/2022	06/10/2022		06/10/2022	215.19
476 - Southern Indiana Parts, INC (Napa Auto Parts)	444444	18-Serpentine Belt for groundskeeping equip.	Paid by EFT # 46986		05/31/2022	05/31/2022	06/10/2022		06/10/2022	28.51
4443 - The Sherwin Williams Company	4138-7	18-Paint & paint supplies for various locations throughout year	Paid by EFT # 47001		05/31/2022	05/31/2022	06/10/2022		06/10/2022	791.34
11611 - Woods Electrical Contractors, INC	2205COBMILL	18 - Materials & labor to get electric back in operation	Paid by EFT # 47022		05/31/2022	05/31/2022	06/10/2022		06/10/2022	25.18
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 19	\$4,984.49
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	59383	18-(2) 8' decorative posts w/ caps for sign @ WO Cemetery	Paid by EFT # 46869		05/31/2022	05/31/2022	06/10/2022		06/10/2022	400.00
313 - Fastenal Company	INBLM227894	18 -Special Order Hardware & Custodial supplies for Shelters...	Paid by EFT # 46871		05/31/2022	05/31/2022	06/10/2022		06/10/2022	41.89
394 - Kleindorfer Hardware & Variety	715629	18-3 boot scrubbers	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	68.97
7433 - Jane Trunsky (Crown Products, LLC)	110604	18-(4) 10-gal waste receptacles w/lids (installed on posts)	Paid by EFT # 47008		05/31/2022	05/31/2022	06/10/2022		06/10/2022	749.20
Account 52420 - Other Supplies Totals									Invoice Transactions 4	\$1,260.06
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132- 522	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X051920 22	Paid by Check # 75758		05/30/2022	05/30/2022	05/30/2022		05/30/2022	285.39
Account 53210 - Telephone Totals									Invoice Transactions 1	\$285.39
Account 53650 - Other Repairs										
14312 - Baker Stone Work, INC	052322SYP	18-Labor to round off corners of limestone cubes @ SYP Plydrd	Paid by EFT # 46824		05/31/2022	05/31/2022	06/10/2022		06/10/2022	900.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53650 - Other Repairs										
32 - Cassidy Electrical Contractors, INC	27949	18-Materials & labor to repair motor for MS Park irrigation	Paid by EFT # 46845		05/31/2022	05/31/2022	06/10/2022		06/10/2022	285.00
11611 - Woods Electrical Contractors, INC	2204COBBLIN	18-Repairs to B-Line light pole #92	Paid by EFT # 47022		05/31/2022	05/31/2022	06/10/2022		06/10/2022	145.00
11611 - Woods Electrical Contractors, INC	2205COBMILL	18 - Materials & labor to get electric back in operation	Paid by EFT # 47022		05/31/2022	05/31/2022	06/10/2022		06/10/2022	652.50
Account 53650 - Other Repairs Totals Invoice Transactions 4										<u>\$1,982.50</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	4080003824	18-Uniform services - 5/18/22	Paid by EFT # 46819		05/31/2022	05/31/2022	06/10/2022		06/10/2022	20.35
19171 - Aramark Uniform & Career Apparel Group, INC	4080005184	18-Uniform cleaning- 5/25/22	Paid by EFT # 46819		05/31/2022	05/31/2022	06/10/2022		06/10/2022	51.65
4175 - The Stables Events, LLC (Izzy's Rentals)	15608	18-Cleaning & Pumping of port-a-lets @ (8) locations-May 2022	Paid by EFT # 47002		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,120.00
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 3										<u>\$1,192.00</u>
Program 189000 - Operations Totals Invoice Transactions 42										<u>\$11,310.54</u>
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I320152-01	18- SYP Institutional Supplies - Hand Soap	Paid by Check # 75773		05/31/2022	05/31/2022	06/10/2022		06/10/2022	122.93
51857 - Flex-Pac, INC	I320152	18 -SYP Institutional Supplies	Paid by Check # 75773		05/31/2022	05/31/2022	06/10/2022		06/10/2022	843.12
Account 52210 - Institutional Supplies Totals Invoice Transactions 2										<u>\$966.05</u>
Account 52240 - Fuel and Oil										
394 - Kleindorfer Hardware & Variety	714290	18- SYP Propane Exchange for blow torch	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	18.99
Account 52240 - Fuel and Oil Totals Invoice Transactions 1										<u>\$18.99</u>
Account 52310 - Building Materials and Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	30973	18- SYP 6-Way Test Strips for Spray Pad	Paid by EFT # 46818		05/31/2022	05/31/2022	06/10/2022		06/10/2022	51.98
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 1										<u>\$51.98</u>
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	713664	18- SYP Misc Hardware (work gloves and simple green)	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	37.94
394 - Kleindorfer Hardware & Variety	714291	18- SYP brass shut off, carriage bolts	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	8.46



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	715777	18- SYP metal patch/fill, sanding sponge, 3/16 bit	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	10.16
Account 52420 - Other Supplies Totals Invoice Transactions 3										<u>\$56.56</u>
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	114257	18 TLSP/SYP Staff Hats, Logo Wear	Paid by EFT # 47021		05/31/2022	05/31/2022	06/10/2022		06/10/2022	138.48
Account 52430 - Uniforms and Tools Totals Invoice Transactions 1										<u>\$138.48</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-522	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X051920 22	Paid by Check # 75758		05/30/2022	05/30/2022	05/30/2022		05/30/2022	40.77
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$40.77</u>
Account 53610 - Building Repairs										
14312 - Baker Stone Work, INC	052322SYP	18-Labor to round off corners of limestone cubes @ SYP Plydrd	Paid by EFT # 46824		05/31/2022	05/31/2022	06/10/2022		06/10/2022	900.00
321 - Harrell Fish, INC (HFI)	C010734	18- SYP Preventative Maintenance: Stage, Pavilion, Spray Pad	Paid by EFT # 46885		05/31/2022	05/31/2022	06/10/2022		06/10/2022	8,804.50
8195 - Space Management Installations, INC	5082	18- SYP Maintenance Repairs on Pavilion Garage Doors	Paid by EFT # 46987		05/31/2022	05/31/2022	06/10/2022		06/10/2022	2,690.00
Account 53610 - Building Repairs Totals Invoice Transactions 3										<u>\$12,394.50</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2495	18-Sam's Club Membership	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	32.48
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	10.64
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 2										<u>\$43.12</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3096145	18 SYP Vestibule Rug Service-5/18/22	Paid by EFT # 46954		05/31/2022	05/31/2022	06/10/2022		06/10/2022	114.33
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 1										<u>\$114.33</u>
Account 53990 - Other Services and Charges										
129 - FedEx Office and Print Service, INC	9048745387	18- SYP FedEx Solenoids to Manufacturer	Paid by EFT # 46872		05/31/2022	05/31/2022	06/10/2022		06/10/2022	32.81
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>\$32.81</u>



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
				Program 189006 - Switchyard Property Totals			Invoice Transactions 16		<hr/> \$13,857.59	
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	20389	18 - LAND hardwood mulch for SYP	Paid by EFT # 46880		05/31/2022	05/31/2022	06/10/2022		06/10/2022	72.00
137 - Good Earth, LLC	20388	18 - LAND hardwood mulch for SYP	Paid by EFT # 46880		05/31/2022	05/31/2022	06/10/2022		06/10/2022	72.00
137 - Good Earth, LLC	20394	18 - LAND hardwood mulch for SYP	Paid by EFT # 46880		05/31/2022	05/31/2022	06/10/2022		06/10/2022	108.00
137 - Good Earth, LLC	20387	18 - LAND hardwood mulch for SYP	Paid by EFT # 46880		05/31/2022	05/31/2022	06/10/2022		06/10/2022	72.00
137 - Good Earth, LLC	20399	18 - LAND hardwood mulch for SYP	Paid by EFT # 46880		05/31/2022	05/31/2022	06/10/2022		06/10/2022	108.00
137 - Good Earth, LLC	20398	18 - LAND hardwood mulch for SYP	Paid by EFT # 46880		05/31/2022	05/31/2022	06/10/2022		06/10/2022	108.00
137 - Good Earth, LLC	20396	18 - LAND hardwood mulch for SYP	Paid by EFT # 46880		05/31/2022	05/31/2022	06/10/2022		06/10/2022	108.00
137 - Good Earth, LLC	20400	18 - LAND hardwood mulch for SYP	Paid by EFT # 46880		05/31/2022	05/31/2022	06/10/2022		06/10/2022	108.00
137 - Good Earth, LLC	20395	18 - LAND hardwood mulch for SYP	Paid by EFT # 46880		05/31/2022	05/31/2022	06/10/2022		06/10/2022	108.00
394 - Kleindorfer Hardware & Variety	713886	18- LAND 6 bg of Cold Snap grass seed	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	396.00
394 - Kleindorfer Hardware & Variety	715652	18 -1 50# KentuckyBluegrass seed,6bales-straw, gloves, Duck tape	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	382.99
52948 - Mays Greenhouse, LLC	32693	18 - annuals for landscaping	Paid by EFT # 46927		05/31/2022	05/31/2022	06/10/2022		06/10/2022	180.62
				Account 52220 - Agricultural Supplies Totals			Invoice Transactions 12		<hr/> \$1,823.61	
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	713641	18- LAND 10ea 6ft Wood Stakes supplies	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	18.00
394 - Kleindorfer Hardware & Variety	713647	18- LAND 12-8' granite stakes supplies	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	21.60
394 - Kleindorfer Hardware & Variety	715652	18 -1 50# KentuckyBluegrass seed,6bales-straw, gloves, Duck tape	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	10.08
				Account 52420 - Other Supplies Totals			Invoice Transactions 3		<hr/> \$49.68	



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	10613	18-Logo'd hoodies/LS tees for Landscaping staff	Paid by EFT # 46807		05/31/2022	05/31/2022	06/10/2022		06/10/2022	233.00
Account 52430 - Uniforms and Tools Totals Invoice Transactions 1										<u>\$233.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-522	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X05192022	Paid by Check # 75758		05/30/2022	05/30/2022	05/30/2022		05/30/2022	81.90
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$81.90</u>
Account 53950 - Landfill										
908 - JB Salvage (Westside Auto Parts)	9997	18 - LAND Green Waste disposal at SYP and Ops	Paid by EFT # 46907		05/31/2022	05/31/2022	06/10/2022		06/10/2022	560.00
908 - JB Salvage (Westside Auto Parts)	9983	18 - LAND Green Waste disposal at OPS	Paid by EFT # 46907		05/31/2022	05/31/2022	06/10/2022		06/10/2022	280.00
Account 53950 - Landfill Totals Invoice Transactions 2										<u>\$840.00</u>
Program 189500 - Landscaping Totals Invoice Transactions 19										<u>\$3,028.19</u>
Program 189501 - Cemeteries										
Account 52340 - Other Repairs and Maintenance										
786 - Richard's Small Engine, INC	469294	18 - CEM pusher arm for Hustler mower	Paid by EFT # 46966		05/31/2022	05/31/2022	06/10/2022		06/10/2022	328.20
786 - Richard's Small Engine, INC	470059	18 - CEM 2 coil packs for Hustler mowers	Paid by EFT # 46966		05/31/2022	05/31/2022	06/10/2022		06/10/2022	135.86
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 2										<u>\$464.06</u>
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	713701	18 - CEM shop supplies: 1pr earmuffs, 3 pc. Rain Suit	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	30.98
394 - Kleindorfer Hardware & Variety	715697	18-bolts, washers	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	2.46
204 - State Of Indiana	05132022	18-INDNR Cemetery Heritage sign for White Oak Cemetery	Paid by Check # 75789		05/31/2022	05/31/2022	06/10/2022		06/10/2022	129.00
Account 52420 - Other Supplies Totals Invoice Transactions 3										<u>\$162.44</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-522	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X051920 22	Paid by Check # 75758		05/30/2022	05/30/2022	05/30/2022		05/30/2022	40.77
									Account 53210 - Telephone Totals	Invoice Transactions 1
									Program 189501 - Cemeteries Totals	Invoice Transactions 6
										<u>\$40.77</u>
										<u>\$667.27</u>
Program 189503 - Urban Forestry										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	20408	18-pulverized topsoil for 3rd St. for Tulip tree plant beds	Paid by EFT # 46880		05/31/2022	05/31/2022	06/10/2022		06/10/2022	126.00
137 - Good Earth, LLC	20404	18-pulverized topsoil for 3rd St. for Tulip tree plant beds	Paid by EFT # 46880		05/31/2022	05/31/2022	06/10/2022		06/10/2022	252.00
137 - Good Earth, LLC	20406	18-pulverized topsoil for 3rd St. for Tulip tree plant beds	Paid by EFT # 46880		05/31/2022	05/31/2022	06/10/2022		06/10/2022	210.00
137 - Good Earth, LLC	20407	18-pulverized topsoil for 3rd St. for Tulip tree plant beds	Paid by EFT # 46880		05/31/2022	05/31/2022	06/10/2022		06/10/2022	210.00
									Account 52220 - Agricultural Supplies Totals	Invoice Transactions 4
										<u>\$798.00</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	MACBC15W	18-IAA Arborist Preparation Course	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	183.75
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	.00
									Account 53160 - Instruction Totals	Invoice Transactions 2
										<u>\$183.75</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-522	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X051920 22	Paid by Check # 75758		05/30/2022	05/30/2022	05/30/2022		05/30/2022	158.49
									Account 53210 - Telephone Totals	Invoice Transactions 1
										<u>\$158.49</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	1142302	18-ISA Membership and Dues - Grubb	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	175.00
3560 - First Financial Bank / Credit Cards	1142303	18-ISA Membership and Dues - Smith	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	175.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	1143640	18-Certified Arborist Exam Retake - Grubb	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	75.00
3560 - First Financial Bank / Credit Cards	1142304	18-ISA Membership and Dues and SMA Dues - Hatch	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	270.00
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	5		\$695.00
Program 189503 - Urban Forestry Totals							Invoice Transactions	12		\$1,835.24
Department 18 - Parks & Recreation Totals							Invoice Transactions	173		\$45,861.18
Fund 200 - Parks and Recreation Gen (\$1301) Totals							Invoice Transactions	173		\$45,861.18
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	34972	18- Staff Training IPRA Social Equity Series	Paid by Check # 75776		05/31/2022	05/31/2022	06/10/2022		06/10/2022	15.00
Account 53160 - Instruction Totals							Invoice Transactions	1		\$15.00
Account 53990 - Other Services and Charges										
6110 - Darrelyn Valdez	052422	18-TLRC Fitness Specialist	Paid by EFT # 47014		05/31/2022	05/31/2022	06/10/2022		06/10/2022	43.75
8156 - Jennifer Marie Weiss	051722	18-TLRC Fitness Specialist	Paid by EFT # 47019		05/31/2022	05/31/2022	06/10/2022		06/10/2022	112.50
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$156.25
Program 181001 - Health & Wellness Totals							Invoice Transactions	3		\$171.25
Program 181100 - Marketing										
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	34972	18- Staff Training IPRA Social Equity Series	Paid by Check # 75776		05/31/2022	05/31/2022	06/10/2022		06/10/2022	15.00
Account 53160 - Instruction Totals							Invoice Transactions	1		\$15.00
Program 181100 - Marketing Totals							Invoice Transactions	1		\$15.00
Program 182001 - Aquatics - Bryan Pool										
Account 43270 - Registration Fees										
Bloomington Parks Foundation	2022-00000780	18-Refunds	Paid by Check # 75794		05/31/2022	05/31/2022	06/10/2022		06/10/2022	59.50
Account 43270 - Registration Fees Totals							Invoice Transactions	1		\$59.50
Account 52420 - Other Supplies										
5819 - Synchrony Bank	987853699955	18 - Pool noodles for swim lessons	Paid by EFT # 46995		05/31/2022	05/31/2022	06/10/2022		06/10/2022	60.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	868975667974	18 - Bryan Pool stools	Paid by EFT # 46995		05/31/2022	05/31/2022	06/10/2022		06/10/2022	239.89
Account 52420 - Other Supplies Totals Invoice Transactions 2										<u>299.89</u>
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	10594	18 - Pool staff t shirts	Paid by EFT # 46807		05/31/2022	05/31/2022	06/10/2022		06/10/2022	250.00
Account 52430 - Uniforms and Tools Totals Invoice Transactions 1										<u>250.00</u>
Program 182001 - Aquatics - Bryan Pool Totals Invoice Transactions 4										<u>\$609.39</u>
Program 182006 - Aquatics - Pool Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	169707	18 - Bryan Pool Concessions items	Paid by EFT # 46878		05/31/2022	05/31/2022	06/10/2022		06/10/2022	2,506.05
8155 - PepsiCo Beverage Sales, LLC	33920704	18 - BP Concessions Product - Bryan Park Pool-5/18/222	Paid by EFT # 46952		05/31/2022	05/31/2022	06/10/2022		06/10/2022	887.15
5819 - Synchrony Bank	1026	18 - Bryan Pool Concessions	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	34.46
5819 - Synchrony Bank	5483	18 - Bryan Pool Concessions-5/17/22	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,584.29
Account 52330 - Street , Alley, and Sewer Material Totals Invoice Transactions 4										<u>\$5,011.95</u>
Program 182006 - Aquatics - Pool Concessions Totals Invoice Transactions 4										<u>\$5,011.95</u>
Program 183500 - Golf Services										
Account 43270 - Registration Fees										
Carrie Davis	2022-00000785	18-Refunds	Paid by Check # 75797		05/31/2022	05/31/2022	06/10/2022		06/10/2022	40.00
Account 43270 - Registration Fees Totals Invoice Transactions 1										<u>\$40.00</u>
Account 52330 - Street , Alley, and Sewer Material										
205 - City Of Bloomington	332480	18 - Best Beers	Paid by Check # 75768		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,639.20
205 - City Of Bloomington	100119792	18 - Monarch	Paid by Check # 75768		05/31/2022	05/31/2022	06/10/2022		06/10/2022	940.00
8155 - PepsiCo Beverage Sales, LLC	30527159	18 - Cascades Bottle Drinks and BIBs-5/27/22	Paid by EFT # 46952		05/31/2022	05/31/2022	06/10/2022		06/10/2022	809.90
8155 - PepsiCo Beverage Sales, LLC	35285053	18 - Cascades Bottle Drinks and BIBs-5/13/22	Paid by EFT # 46952		05/31/2022	05/31/2022	06/10/2022		06/10/2022	323.85
5819 - Synchrony Bank	2647	18 - Snack Bar items	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	45.90



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	9184	18 - Snack Bar items	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	38.31
5819 - Synchrony Bank	1067	18 - Snack Bar items-turkey, ham, hot dog buns	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	189.90
5819 - Synchrony Bank	1860	18 - Snack Bar items	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	32.55
5819 - Synchrony Bank	8420 051922	18 - Snack Bar items	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	113.10
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions 9		\$4,132.71
Account 52420 - Other Supplies										
3978 - J & M Golf, INC	0650420-IN	18 - pencils	Paid by EFT # 46904		05/31/2022	05/31/2022	06/10/2022		06/10/2022	505.60
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$505.60
Program 183500 - Golf Services Totals								Invoice Transactions 11		\$4,678.31
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	913217090	18-Pro Shop Supplies	Paid by Check # 75766		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,213.26
4072 - Acushnet Company	913266455	18-Pro Shop Supplies	Paid by Check # 75766		05/31/2022	05/31/2022	06/10/2022		06/10/2022	642.30
4072 - Acushnet Company	913288969	18-Pro Shop Supplies	Paid by Check # 75766		05/31/2022	05/31/2022	06/10/2022		06/10/2022	86.34
4072 - Acushnet Company	913289160	18-Pro Shop Supplies	Paid by Check # 75766		05/31/2022	05/31/2022	06/10/2022		06/10/2022	542.00
4072 - Acushnet Company	913302968	18-Pro Shop Supplies	Paid by Check # 75766		05/31/2022	05/31/2022	06/10/2022		06/10/2022	176.89
4072 - Acushnet Company	913314266	18-Pro Shop Supplies	Paid by Check # 75766		05/31/2022	05/31/2022	06/10/2022		06/10/2022	185.36
4072 - Acushnet Company	913314268	18-Pro Shop Supplies	Paid by Check # 75766		05/31/2022	05/31/2022	06/10/2022		06/10/2022	157.15
4072 - Acushnet Company	913376601	18-Pro Shop Supplies	Paid by Check # 75766		05/31/2022	05/31/2022	06/10/2022		06/10/2022	176.89
4072 - Acushnet Company	913325147	18-Pro Shop Supplies	Paid by Check # 75766		05/31/2022	05/31/2022	06/10/2022		06/10/2022	232.40
4072 - Acushnet Company	913364999	18-Pro Shop Supplies	Paid by Check # 75766		05/31/2022	05/31/2022	06/10/2022		06/10/2022	465.92
4072 - Acushnet Company	913325001	18-Pro Shop Supplies	Paid by Check # 75766		05/31/2022	05/31/2022	06/10/2022		06/10/2022	121.76
4072 - Acushnet Company	913336310	18-Pro Shop Supplies	Paid by Check # 75766		05/31/2022	05/31/2022	06/10/2022		06/10/2022	126.80



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
3978 - J & M Golf, INC	0650495-IN	18 - Sunscreen	Paid by EFT # 46904		05/31/2022	05/31/2022	06/10/2022		06/10/2022	86.68
53619 - Ping, INC	16314885	18-golf club/driver	Paid by EFT # 46953		05/31/2022	05/31/2022	06/10/2022		06/10/2022	48.57
5590 - Zero Friction, LLC	213079	18 - Gloves	Paid by EFT # 47023		05/31/2022	05/31/2022	06/10/2022		06/10/2022	202.42
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	15		\$4,464.74
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions	15		\$4,464.74
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
4489 - J.L. Waters & Company, INC	513-1	18-Nova Craft 16 ft Canoe w/ 3rd seat	Paid by Check # 75778		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,469.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$1,469.00
Account 53990 - Other Services and Charges										
121 - Eco Logic, LLC	5009	18-Deer Browse Study for GLNP	Paid by EFT # 46862		05/31/2022	05/31/2022	06/10/2022		06/10/2022	4,101.36
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$4,101.36
Program 184000 - Natural Resources Totals							Invoice Transactions	2		\$5,570.36
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	080717	18-Kid City Snacks-grapes, watermelon, pizza	Paid by Check # 75780		05/31/2022	05/31/2022	06/10/2022		06/10/2022	44.44
5819 - Synchrony Bank	3433	18-Supplies for Kid City Summer Camp	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	7.96
5819 - Synchrony Bank	000000 GRYNEO	18-Supplies/snacks for Kid City Summer Camp	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	290.97
Account 52420 - Other Supplies Totals							Invoice Transactions	3		\$343.37
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions	3		\$343.37
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	3890	18 - TLRC Facility Institutional Supplies-glade auto	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	128.96
5819 - Synchrony Bank	4153 051922	18 - TLRC trash bags	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	107.68
5819 - Synchrony Bank	8078	18 - TLRC Facility Institutional Supplies	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	45.60
Account 52210 - Institutional Supplies Totals							Invoice Transactions	3		\$282.24



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial (Rural King)	68341	18 - TLRC Maintenance & Hardware Supplies - Flex seal & tape	Paid by Check # 75779		05/31/2022	05/31/2022	06/10/2022		06/10/2022	64.97
394 - Kleindorfer Hardware & Variety	714488	18-stripping paint, drywall screws, brackets, door holder, steel	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	150.74
394 - Kleindorfer Hardware & Variety	726461	18-pipe insulation	Paid by EFT # 46915		05/31/2022	05/31/2022	06/10/2022		06/10/2022	34.90
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 3	\$250.61
Account 52420 - Other Supplies										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	10606	18- LAND 100 Volunteer P&R safety vests for Adopters & events	Paid by EFT # 46807		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,000.00
5819 - Synchrony Bank	855679695666	18- LAND iPhone accessories for Scot Sturrock	Paid by EFT # 46995		05/31/2022	05/31/2022	06/10/2022		06/10/2022	30.80
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$1,030.80
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5615873	18 - TLRC Quarterly Sprinkler Test-May 2022	Paid by EFT # 46916		05/31/2022	05/31/2022	06/10/2022		06/10/2022	187.00
53657 - Plymate, INC	3097692	18 - TLRC Entry Mat Service-5/25/22	Paid by EFT # 46954		05/31/2022	05/31/2022	06/10/2022		06/10/2022	81.62
11611 - Woods Electrical Contractors, INC	2204TLRPOLE	18 - TLRC Parking Lot Lights Repairs	Paid by EFT # 47022		05/31/2022	05/31/2022	06/10/2022		06/10/2022	580.48
Account 53610 - Building Repairs Totals									Invoice Transactions 3	\$849.10
Program 185000 - Twin Lakes Recreation Center Totals									Invoice Transactions 11	\$2,412.75
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	052622	18-TLRC Fitness Specialist	Paid by EFT # 46825		05/31/2022	05/31/2022	06/10/2022		06/10/2022	250.00
7276 - Kaitlyn Clementi	052622	18-TLRC Fitness Specialist	Paid by EFT # 46850		05/31/2022	05/31/2022	06/10/2022		06/10/2022	195.00
5274 - Catherine T Gossett	052022	18-TLRC Fitness Specialist	Paid by EFT # 46881		05/31/2022	05/31/2022	06/10/2022		06/10/2022	62.50
7086 - Rivkah L Moore	05272022	18-TLRC Fitness Specialist	Paid by EFT # 46936		05/31/2022	05/31/2022	06/10/2022		06/10/2022	406.25
1973 - Megan M Stark	052722	18-TLRC Fitness Specialist	Paid by EFT # 46992		05/31/2022	05/31/2022	06/10/2022		06/10/2022	330.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
8184 - Emily E Tally	052622	18-TLRC Fitness Specialist	Paid by EFT # 46997		05/31/2022	05/31/2022	06/10/2022		06/10/2022	93.75
7440 - William Tuttle	052522	18-TLRC Fitness Specialist	Paid by EFT # 47010		05/31/2022	05/31/2022	06/10/2022		06/10/2022	180.00
7440 - William Tuttle	052822	18-TLRC Fitness Specialist	Paid by EFT # 47010		05/31/2022	05/31/2022	06/10/2022		06/10/2022	306.25
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 8			<u>\$1,823.75</u>
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 8			<u>\$1,823.75</u>
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	169974	18 - TLRC Concession Item Sale	Paid by EFT # 46878		05/31/2022	05/31/2022	06/10/2022		06/10/2022	923.15
8155 - PepsiCo Beverage Sales, LLC	84516357	18 - TLRC Concessions Products to Sell- 5/18/22	Paid by EFT # 46952		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,656.09
8155 - PepsiCo Beverage Sales, LLC	33968355	18 - TLRC Concessions Products to Sell- 5/25/22	Paid by EFT # 46952		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,253.00
5819 - Synchrony Bank	3889	18 - Snack Bar items	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	122.19
5819 - Synchrony Bank	4152	18 - TLRC Concession Item Sale	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	321.86
5819 - Synchrony Bank	2737	18 - TLRC Concession Item Sale - Biscuits & Croissants	Paid by Check # 75790		05/31/2022	05/31/2022	06/10/2022		06/10/2022	10.66
21145 - Sysco USA III, LLC	338060605	18 - TLRC Concession Item Purchase	Paid by EFT # 46996		05/31/2022	05/31/2022	06/10/2022		06/10/2022	444.10
21145 - Sysco USA III, LLC	338042683	18 - TLRC Concession Item Purchase	Paid by EFT # 46996		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,101.64
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 8			<u>\$5,832.69</u>
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5612212	18 - TLRC Kitchen Fire Suppression Inspection-May 2022	Paid by EFT # 46916		05/31/2022	05/31/2022	06/10/2022		06/10/2022	257.58
Account 53610 - Building Repairs Totals							Invoice Transactions 1			<u>\$257.58</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	43.12
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			<u>\$43.12</u>
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 10			<u>\$6,133.39</u>



Board of Park Commissioners Claim Register

Invoice Date Range 05/28/22 - 06/10/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	60903	18 - Rope, hasps	Paid by Check # 75779		05/31/2022	05/31/2022	06/10/2022		06/10/2022	37.43
									Account 52420 - Other Supplies Totals	Invoice Transactions 1
									Program 186500 - Community Events Totals	Invoice Transactions 1
										\$37.43
										\$37.43
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
3960 - Cortland V Carrington (Farmers Market Only)	2802	18-Market Bucks and Gift Certificates	Paid by EFT # 46844		05/31/2022	05/31/2022	06/10/2022		06/10/2022	15.00
5200 - Chester L Lehman (Olde Lane Orchard)	2796	Market Bucks and Gift Certificates	Paid by EFT # 46922		05/31/2022	05/31/2022	06/10/2022		06/10/2022	5.00
8141 - Andy Christian Manansala (Pinoy Garden Cafe)	2800	18-Gift Certificates	Paid by EFT # 46925		05/31/2022	05/31/2022	06/10/2022		06/10/2022	40.00
14571 - Melvin E Reeves	2792	Market Bucks and Gift Certificates	Paid by EFT # 46964		05/31/2022	05/31/2022	06/10/2022		06/10/2022	5.00
12430 - Luke Rhodes	2801	18-Market Bucks and Gift Certificates	Paid by EFT # 46965		05/31/2022	05/31/2022	06/10/2022		06/10/2022	20.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2804	18-Market Bucks and Gift Certificates	Paid by EFT # 46982		05/31/2022	05/31/2022	06/10/2022		06/10/2022	140.00
5673 - Stephen Stoll	2795	Market Bucks and Gift Certificates	Paid by EFT # 46993		05/31/2022	05/31/2022	06/10/2022		06/10/2022	20.00
6623 - Twilight Dairy, LLC	2797	18-Market Bucks and Gift Certificates	Paid by EFT # 47011		05/31/2022	05/31/2022	06/10/2022		06/10/2022	45.00
									Account 47230 - Gift Certificate Totals	Invoice Transactions 8
										\$290.00
Account 47240 - EBT Market Bucks										
5705 - Canku Luta, INC	2794	Market Bucks	Paid by EFT # 46842		05/31/2022	05/31/2022	06/10/2022		06/10/2022	30.00
3960 - Cortland V Carrington (Farmers Market Only)	2802	18-Market Bucks and Gift Certificates	Paid by EFT # 46844		05/31/2022	05/31/2022	06/10/2022		06/10/2022	111.00
3265 - Linnea Lee Good	2798	18-Market Bucks	Paid by EFT # 46879		05/31/2022	05/31/2022	06/10/2022		06/10/2022	9.00
5200 - Chester L Lehman (Olde Lane Orchard)	2796	Market Bucks and Gift Certificates	Paid by EFT # 46922		05/31/2022	05/31/2022	06/10/2022		06/10/2022	54.00
5079 - Louise Miracle (dba Pie First Bakery)	2803	18-Market Bucks	Paid by EFT # 46933		05/31/2022	05/31/2022	06/10/2022		06/10/2022	12.00
14571 - Melvin E Reeves	2792	Market Bucks and Gift Certificates	Paid by EFT # 46964		05/31/2022	05/31/2022	06/10/2022		06/10/2022	66.00
12430 - Luke Rhodes	2801	18-Market Bucks and Gift Certificates	Paid by EFT # 46965		05/31/2022	05/31/2022	06/10/2022		06/10/2022	120.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2804	18-Market Bucks and Gift Certificates	Paid by EFT # 46982		05/31/2022	05/31/2022	06/10/2022		06/10/2022	108.00
5673 - Stephen Stoll	2795	Market Bucks and Gift Certificates	Paid by EFT # 46993		05/31/2022	05/31/2022	06/10/2022		06/10/2022	96.00



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Invoice Date Range 05/28/22 - 06/10/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
6623 - Twilight Dairy, LLC	2797	18-Market Bucks and Gift Certificates	Paid by EFT # 47011		05/31/2022	05/31/2022	06/10/2022		06/10/2022	183.00
12425 - David W Widner	2793	Market Bucks	Paid by Check # 75792		05/31/2022	05/31/2022	06/10/2022		06/10/2022	12.00
Account 47240 - EBT Market Bucks Totals								Invoice Transactions	11	\$801.00
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	34972	18- Staff Training IPRA Social Equity Series	Paid by Check # 75776		05/31/2022	05/31/2022	06/10/2022		06/10/2022	15.00
Account 53160 - Instruction Totals								Invoice Transactions	1	\$15.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-522	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X051920 22	Paid by Check # 75758		05/30/2022	05/30/2022	05/30/2022		05/30/2022	70.01
Account 53210 - Telephone Totals								Invoice Transactions	1	\$70.01
Program 186503 - Community Events-Farmers' Market Totals								Invoice Transactions	21	\$1,176.01
Program 186504 - Senior Expo										
Account 53320 - Advertising										
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12205107059	18-30-sec spots for 50+ Expo on WGCL-5/4-5/11/22-40 spots	Paid by EFT # 46975		05/31/2022	05/31/2022	06/10/2022		06/10/2022	320.00
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12205107063	18- 50+ Expo Commercials-5/4-5/11/22-40 spots	Paid by EFT # 46975		05/31/2022	05/31/2022	06/10/2022		06/10/2022	340.00
Account 53320 - Advertising Totals								Invoice Transactions	2	\$660.00
Program 186504 - Senior Expo Totals								Invoice Transactions	2	\$660.00
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
1890 - Samuel H Bartlett	May 12, 2022	18- Performance by Sam Bartlett at Nature Sounds on 5/20/22	Paid by EFT # 46829		05/31/2022	05/31/2022	06/10/2022		06/10/2022	150.00
8144 - Joseph Trahan	00002	18- Performance by Joe Trahan at Nature Sounds on May 27	Paid by EFT # 47005		05/31/2022	05/31/2022	06/10/2022		06/10/2022	150.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$300.00
Program 186506 - Performing Art Series Totals								Invoice Transactions	2	\$300.00
Program 187001 - Adult Sports-Softball										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	43.12



Board of Park Commissioners Claim Register

Invoice Date Range 05/28/22 - 06/10/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53910 - Dues and Subscriptions										
822 - Indiana Amateur Softball Association, INC	2021021034	18- TLSP Bartlet Tourny USA Sftbl League/User/Team/San ction Fee	Paid by EFT # 46892		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,190.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 2
										<u>\$1,233.12</u>
Account 53940 - Temporary Contractual Employee										
7788 - Edward Scott Carnes	051422	18- TLSP Umpire for Bartlett Memorial Tournament- Carnes	Paid by EFT # 46843		05/31/2022	05/31/2022	06/10/2022		06/10/2022	135.00
20105 - Brandon B Chambers	052222	18 -Adult Softball Umpire	Paid by EFT # 46849		05/31/2022	05/31/2022	06/10/2022		06/10/2022	150.00
905 - Convention And Visitors Bureau Of Monroe County	4509	18- TLSP Nationals Umpire Pay	Paid by EFT # 46852		05/31/2022	05/31/2022	06/10/2022		06/10/2022	11,000.00
905 - Convention And Visitors Bureau Of Monroe County	4510	18- TLSP E-State Umpire Pay	Paid by EFT # 46852		05/31/2022	05/31/2022	06/10/2022		06/10/2022	5,000.00
7147 - Keith E Crittenden	051122	18 -Adult Softball Umpire	Paid by EFT # 46855		05/31/2022	05/31/2022	06/10/2022		06/10/2022	75.00
17565 - Michael B Hicks (Contractual)	052222	18 -Adult Softball Umpire	Paid by EFT # 46886		05/31/2022	05/31/2022	06/10/2022		06/10/2022	505.00
557 - Vicki Lynn Minder	051722	18 -Adult Softball Umpire	Paid by EFT # 46932		05/31/2022	05/31/2022	06/10/2022		06/10/2022	350.00
7410 - Michelle Riester	051422	18- TLSP Umpire for Bartlett Memorial Tournament- Riester	Paid by EFT # 46970		05/31/2022	05/31/2022	06/10/2022		06/10/2022	135.00
8190 - Aaron T Sokeland	05222022	18-Adult Umpire	Paid by EFT # 46984		05/31/2022	05/31/2022	06/10/2022		06/10/2022	450.00
6526 - Craig T Sparks	052222	18 -Adult Softball Umpire	Paid by EFT # 46988		05/31/2022	05/31/2022	06/10/2022		06/10/2022	480.00
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 10
										<u>\$18,280.00</u>
Program 187001 - Adult Sports-Softball Totals										Invoice Transactions 12
										<u>\$19,513.12</u>
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
Tyler Bunch	REFUND BUNCH	18-repairs to a vehicle that was backed into by a City vehicle	Paid by Check # 75796		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,270.27
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										<u>\$1,270.27</u>
Program 189000 - Operations Totals										Invoice Transactions 1
										<u>\$1,270.27</u>



Board of Park Commissioners Claim Register

Invoice Date Range 05/28/22 - 06/10/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 43220 - Facility Rentals										
Sonia Ibarra	2022-00000786	18-Refunds	Paid by Check # 75798		05/31/2022	05/31/2022	06/10/2022		06/10/2022	300.00
Account 43220 - Facility Rentals Totals							Invoice Transactions	1		\$300.00
Program 189006 - Switchyard Property Totals							Invoice Transactions	1		\$300.00
Program G17014 - Youth & Adolescent Physical Actv										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	214500394096	18-Walmart monthly supplies-5/25/22	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	809.58
3560 - First Financial Bank / Credit Cards	2494	18-Sam's Club Memberships	Paid by Check # 75770		05/31/2022	05/31/2022	06/10/2022		06/10/2022	.00
Account 52420 - Other Supplies Totals							Invoice Transactions	2		\$809.58
Program G17014 - Youth & Adolescent Physical Actv Totals							Invoice Transactions	2		\$809.58
Program G20010 - 2020 NRPA Nutrition Hub										
Account 52420 - Other Supplies										
6980 - Lauren E McCalister	008	18- Banneker Garden Program	Paid by EFT # 46928		05/31/2022	05/31/2022	06/10/2022		06/10/2022	1,241.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$1,241.00
Account 53990 - Other Services and Charges										
6980 - Lauren E McCalister	052322	18- BBCC Garden Project-5/11-5/23/22	Paid by EFT # 46928		05/31/2022	05/31/2022	06/10/2022		06/10/2022	702.24
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$702.24
Program G20010 - 2020 NRPA Nutrition Hub Totals							Invoice Transactions	2		\$1,943.24
Department 18 - Parks & Recreation Totals							Invoice Transactions	116		\$57,243.91
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions	116		\$57,243.91
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
5641 - AZTEC Engineering Group, INC	201021	18- Duke Power Line Trail Design-4/1- 4/30/22	Paid by EFT # 46822		05/31/2022	05/31/2022	06/10/2022		06/10/2022	6,600.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$6,600.00
Program 18018A - 7th St Green Way, RCA Power Line Totals							Invoice Transactions	1		\$6,600.00
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
8134 - Autumn Marie Brunelle	18-2022-05	18- Cascades Park Interpretive Sign	Paid by EFT # 46840		05/31/2022	05/31/2022	06/10/2022		06/10/2022	600.00
18844 - First Financial Bank, N.A.	ScenApp5,Castrl	18- Retainage for Cascades Trail Ph. 5 - Bic. Funds	Paid by Check # 75771		05/31/2022	05/31/2022	06/10/2022		06/10/2022	25,764.15



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
6883 - Scenic Construction Services, INC	ScenApp5,Castrl	18- Construction for Cascades Trail Phase 5 - Bic. Funds	Paid by EFT # 46976		05/31/2022	05/31/2022	06/10/2022		06/10/2022	489,518.85
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	3		<u>\$515,883.00</u>
Program 18018B - Griffy Loop Trail Lower Cascades Totals							Invoice Transactions	3		<u>\$515,883.00</u>
Department 18 - Parks & Recreation Totals							Invoice Transactions	4		<u>\$522,483.00</u>
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	4		<u>\$522,483.00</u>
Grand Totals							Invoice Transactions	296		<u>\$641,137.09</u>

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
06/10/22	Claims				\$641,137.09
					<u>\$641,137.09</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 \$641,137.09 5/27/2022

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 Office _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/17/2022	Payroll				236,851.24
					<u>236,851.24</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 \$ 236,851.24

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 06/11/22 - 06/24/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 176 - ARPA Local Fiscal Recvry (\$9512)										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53990 - Other Services and Charges										
5149 - E&B Paving, INC	1	18-Resurfacing of Rose Hill Cemetery interior roadways	Paid by EFT # 47113		06/14/2022	06/14/2022	06/24/2022		06/24/2022	335.00
5187 - Green Dragon Lawn Care, INC	3688	18-Contractual mowing of properties	Paid by EFT # 47134		06/14/2022	06/14/2022	06/24/2022		06/24/2022	8,690.00
5187 - Green Dragon Lawn Care, INC	3689	18-Contractual mowing of properties	Paid by EFT # 47134		06/14/2022	06/14/2022	06/24/2022		06/24/2022	11,615.00
6330 - Marshall Security LLC	2327	18 SYP Marshall MSI Security 5/16/22-5/31/22	Paid by EFT # 47177		06/14/2022	06/14/2022	06/24/2022		06/24/2022	7,728.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	4		\$28,368.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	4		\$28,368.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	4		\$28,368.00
Fund 176 - ARPA Local Fiscal Recvry (\$9512) Totals							Invoice Transactions	4		\$28,368.00
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39213	18- Deposit Receipts NR/GF/TLRC & Aquatics	Paid by EFT # 47058		06/14/2022	06/14/2022	06/24/2022		06/24/2022	939.65
Account 53310 - Printing Totals							Invoice Transactions	1		\$939.65
Account 53990 - Other Services and Charges										
41 - Area 10 Agency On Aging	Jan-April 2022	18 Endwright East Payment - 1/1/22-4/30/22	Paid by Check # 75858		06/14/2022	06/14/2022	06/24/2022		06/24/2022	2,804.03
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$2,804.03
Program 181000 - Administration Totals							Invoice Transactions	2		\$3,743.68
Program 181100 - Marketing										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39211	18-20 Punch Pool Economy Passes #500	Paid by EFT # 47058		06/14/2022	06/14/2022	06/24/2022		06/24/2022	52.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39110	18-Summer Preschool Living and Learning flier #300	Paid by EFT # 47058		06/14/2022	06/14/2022	06/24/2022		06/24/2022	93.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39111	18-May Kids Kraze #875	Paid by EFT # 47058		06/14/2022	06/14/2022	06/24/2022		06/24/2022	280.50
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39143	18-pool wallet cards #1000	Paid by EFT # 47058		06/14/2022	06/14/2022	06/24/2022		06/24/2022	290.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39150	18-concert booklet #3700	Paid by EFT # 47058		06/14/2022	06/14/2022	06/24/2022		06/24/2022	829.00



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Invoice Date Range 06/11/22 - 06/24/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39191	18-Summer Kids Kraze #550	Paid by EFT # 47058		06/14/2022	06/14/2022	06/24/2022		06/24/2022	220.00
818 - Everywhere Signs, LLC	59373	18-tool handle decals Property of #550	Paid by EFT # 47120		06/14/2022	06/14/2022	06/24/2022		06/24/2022	120.00
129 - FedEx Office and Print Service, INC	021100043862	18-laminate pool concessions poster	Paid by EFT # 47123		06/14/2022	06/14/2022	06/24/2022		06/24/2022	37.32
Account 53310 - Printing Totals									Invoice Transactions 8	\$1,921.82
Account 53320 - Advertising										
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1220535214	18-30-sec spots for 50+ Expo & Blgtn Trail Escape on WBWB	Paid by EFT # 47222		06/14/2022	06/14/2022	06/24/2022		06/24/2022	400.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1220535274	18-30-sec spots for 50+ Expo & Blgtn Trail Escape on WHCC	Paid by EFT # 47222		06/14/2022	06/14/2022	06/24/2022		06/24/2022	400.00
Account 53320 - Advertising Totals									Invoice Transactions 2	\$800.00
Account 53990 - Other Services and Charges										
818 - Everywhere Signs, LLC	59311	18-SYP picnic shelter update sign text	Paid by EFT # 47120		06/14/2022	06/14/2022	06/24/2022		06/24/2022	130.00
129 - FedEx Office and Print Service, INC	021100043882	18-laminate Open Swim Day and Pool Closed signs	Paid by EFT # 47123		06/14/2022	06/14/2022	06/24/2022		06/24/2022	60.91
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$190.91
Program 181100 - Marketing Totals									Invoice Transactions 12	\$2,912.73
Program 182001 - Aquatics - Bryan Pool										
Account 43240 - Season Passes/Memberships										
Tiffany Fredrick	2022-00000843	18-Refunds	Paid by Check # 75881		06/14/2022	06/14/2022	06/24/2022		06/24/2022	45.00
Account 43240 - Season Passes/Memberships Totals									Invoice Transactions 1	\$45.00
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	00046530	18-soap dispenser, hard & body wash, toilet tissue, tissue dispe	Paid by EFT # 47140		06/14/2022	06/14/2022	06/24/2022		06/24/2022	256.42
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$256.42
Account 52420 - Other Supplies										
5819 - Synchrony Bank	945585684779	18 - BP and MP sunscreen gallon jugs	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	144.99
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$144.99



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	7,529.87
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$7,529.87
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5075516606102 2	18-Natural Gas June Bryan-5/5-6/6/22	Paid by Check # 75855		06/13/2022	06/13/2022	06/13/2022		06/13/2022	750.67
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$750.67
Account 53630 - Machinery and Equipment Repairs										
54255 - Spear Corporation	316596	18-Bryan Pool Chemical Control Brain Repair	Paid by EFT # 47226		06/14/2022	06/14/2022	06/24/2022		06/24/2022	1,288.00
54255 - Spear Corporation	316605	18-Bryan Pool Chemical Control Brain Repair	Paid by EFT # 47226		06/14/2022	06/14/2022	06/24/2022		06/24/2022	67.00
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 2	\$1,355.00
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 7	\$10,081.95
Program 182002 - Aquatics - Mills Pool										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	714493	18-channel locks, wrench, clamp umbrella repairs	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	42.58
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$42.58
Account 52420 - Other Supplies										
5819 - Synchrony Bank	443586955466	18 - BP and MP sunsreen gallon jugs	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	144.99
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$144.99
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	2,534.57
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$2,534.57
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5240848906072 2	18-Natural Gas June Mills-5/2-6/1/22	Paid by Check # 75855		06/13/2022	06/13/2022	06/13/2022		06/13/2022	361.47
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$361.47
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 4	\$3,083.61



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	1,344.76
Account 53530 - Water and Sewer Totals Invoice Transactions 1										<u>\$1,344.76</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	135752ES	06-City Fac.-Natural Gas Commodity-May 2022 management fee	Paid by EFT # 47051		06/13/2022	06/13/2022	06/13/2022		06/13/2022	993.63
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5057322806102 2	18-Natural Gas June FSC-5/5-6/6/22	Paid by Check # 75855		06/13/2022	06/13/2022	06/13/2022		06/13/2022	326.66
Account 53540 - Natural Gas Totals Invoice Transactions 2										<u>\$1,320.29</u>
Program 182500 - Frank Southern Center Totals Invoice Transactions 3										<u>\$2,665.05</u>
Program 183500 - Golf Services										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	0864 06437	18 - Industrial Supplies - Trash bags, bath tissue	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	91.12
5819 - Synchrony Bank	2276 06437	18 - Industrial Supplies	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	106.74
Account 52210 - Institutional Supplies Totals Invoice Transactions 2										<u>\$197.86</u>
Account 52230 - Garage and Motor Supplies										
14129 - C & S, INC	8125	18 - Oil	Paid by EFT # 47092		06/14/2022	06/14/2022	06/24/2022		06/24/2022	48.36
455 - Industrial Service & Supply, INC	71537	18 - Hydraulic Hoses	Paid by EFT # 47150		06/14/2022	06/14/2022	06/24/2022		06/24/2022	75.70
455 - Industrial Service & Supply, INC	71765	18 - Hydraulic Hoses	Paid by EFT # 47150		06/14/2022	06/14/2022	06/24/2022		06/24/2022	100.68
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 3										<u>\$224.74</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	2,254.59
208 - City Of Bloomington Utilities	14187-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	2,262.37
Account 53530 - Water and Sewer Totals Invoice Transactions 2										<u>\$4,516.96</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	135752ES	06-City Fac.-Natural Gas Commodity-May 2022 management fee	Paid by EFT # 47051		06/13/2022	06/13/2022	06/13/2022		06/13/2022	68.07
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5462551306072 2	18-Natural Gas June Golf-5/2-6/1/22	Paid by Check # 75855		06/13/2022	06/13/2022	06/13/2022		06/13/2022	27.79
Account 53540 - Natural Gas Totals Invoice Transactions 2										<u>\$95.86</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53840 - Lease Payments										
4232 - First Financial Equipment Finance, LLC	00008681	18- Lease payment for golf carts-June 2022	Paid by EFT # 47052		06/13/2022	06/13/2022	06/13/2022		06/13/2022	14,993.94
Account 53840 - Lease Payments Totals Invoice Transactions 1										<u>\$14,993.94</u>
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190943794060222	18-cable service for Cascades Golf Course-6/6-7/5/22	Paid by Check # 75844		06/13/2022	06/13/2022	06/13/2022		06/13/2022	192.69
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1										<u>\$192.69</u>
Account 53990 - Other Services and Charges										
818 - Everywhere Signs, LLC	59393	18-Cascades tee time tags and new course flag	Paid by EFT # 47120		06/14/2022	06/14/2022	06/24/2022		06/24/2022	460.00
204 - State Of Indiana	62079	18-Background Checks 4 Seasonal Staff	Paid by Check # 75872		06/14/2022	06/14/2022	06/24/2022		06/24/2022	7.00
204 - State Of Indiana	62083	18-Background Checks 5 Seasonal Staff	Paid by Check # 75872		06/14/2022	06/14/2022	06/24/2022		06/24/2022	14.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 3										<u>\$481.00</u>
Program 183500 - Golf Services Totals Invoice Transactions 14										<u>\$20,703.05</u>
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	9250	18-(18) 3oz cans sunblock for Ops Div staff - (vending)	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	86.88
Account 52210 - Institutional Supplies Totals Invoice Transactions 1										<u>\$86.88</u>
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomington)	884457	18-water for Giffy	Paid by EFT # 47079		06/14/2022	06/14/2022	06/24/2022		06/24/2022	4.90
11589 - Bloomington Cooperative Services (Bloomington)	886808	18-water for Giffy	Paid by EFT # 47079		06/14/2022	06/14/2022	06/24/2022		06/24/2022	4.90
5819 - Synchrony Bank	547734947559	18- Amazon SUP Board Paddles Griffy	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	90.74
5819 - Synchrony Bank	735757773559	18- Amazon All Gender Bathroom Sign	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	45.90
Account 52420 - Other Supplies Totals Invoice Transactions 4										<u>\$146.44</u>
Account 53910 - Dues and Subscriptions										
204 - State Of Indiana	62079	18-Background Checks 4 Seasonal Staff	Paid by Check # 75872		06/14/2022	06/14/2022	06/24/2022		06/24/2022	7.00
204 - State Of Indiana	62085	18-Background Checks 17 Seasonal Staff	Paid by Check # 75872		06/14/2022	06/14/2022	06/24/2022		06/24/2022	7.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53910 - Dues and Subscriptions										
204 - State Of Indiana	62083	18-Background Checks 5 Seasonal Staff	Paid by Check # 75872		06/14/2022	06/14/2022	06/24/2022		06/24/2022	7.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 3			\$21.00
Account 53990 - Other Services and Charges										
11 - Bruce's Welding	843660	18-Boat Launch Railing Repairs	Paid by Check # 75860		06/14/2022	06/14/2022	06/24/2022		06/24/2022	375.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$375.00
Program 184000 - Natural Resources Totals							Invoice Transactions 9			\$629.32
Program 184500 - Youth Services -Juke Box										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	147.80
Account 53530 - Water and Sewer Totals							Invoice Transactions 1			\$147.80
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5353048506102 2	18-Natural Gas June AJB-5/5-6/6/22	Paid by Check # 75855		06/13/2022	06/13/2022	06/13/2022		06/13/2022	19.00
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$19.00
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions 2			\$166.80
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
8123 - Kyle Fulford	June 1, 2022	18- 90 minute performance by Witness Protection at Peoples Park	Paid by EFT # 47127		06/14/2022	06/14/2022	06/24/2022		06/24/2022	125.00
7972 - Solomon Keim	6/6/2022	18- 90 minute performance by Solomon Keim at Peoples Park	Paid by EFT # 47161		06/14/2022	06/14/2022	06/24/2022		06/24/2022	125.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$250.00
Program 186500 - Community Events Totals							Invoice Transactions 2			\$250.00
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	726400	18 - Community Garden Supplies	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	35.97
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$35.97
Program 186502 - Community Events-Gardens Totals							Invoice Transactions 1			\$35.97



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 52230 - Garage and Motor Supplies										
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL23290	18- TLSP Kubota Tractor Parts- Gear Lube, Assy GEARCA	Paid by EFT # 47210		06/14/2022	06/14/2022	06/24/2022		06/24/2022	1,197.96
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 1	<u>\$1,197.96</u>
Account 52420 - Other Supplies										
4443 - The Sherwin Williams Company	4887-9	18- TLSP Paint for Office/Bathrooms/Umpire Room	Paid by EFT # 47242		06/14/2022	06/14/2022	06/24/2022		06/24/2022	998.63
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$998.63</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	25.12
208 - City Of Bloomington Utilities	14187-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	950.95
Account 53530 - Water and Sewer Totals									Invoice Transactions 2	<u>\$976.07</u>
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 4	<u>\$3,172.66</u>
Program 187202 - Youth Sports-Winslow										
Account 52220 - Agricultural Supplies										
2005 - Bloomington Speedway Mulch, INC	27442	18- Winslow- Mulch	Paid by EFT # 47084		06/14/2022	06/14/2022	06/24/2022		06/24/2022	123.96
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	<u>\$123.96</u>
Account 52310 - Building Materials and Supplies										
5819 - Synchrony Bank	968855687756	18- Amazon Cork Board Winslow	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	157.91
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	<u>\$157.91</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	2,150.85
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	<u>\$2,150.85</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002934007	18-Landfill June 2022-Winslow	Paid by EFT # 47053		06/13/2022	06/13/2022	06/13/2022		06/13/2022	302.42
Account 53950 - Landfill Totals									Invoice Transactions 1	<u>\$302.42</u>
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 4	<u>\$2,735.14</u>
Program 187208 - Youth Sports-Olcott										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	575.48
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	<u>\$575.48</u>
Program 187208 - Youth Sports-Olcott Totals									Invoice Transactions 1	<u>\$575.48</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	1185 06437	18-Summer Camp Supplies	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	88.14
Account 52420 - Other Supplies Totals Invoice Transactions 1										<u>88.14</u>
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	114258	18- BBCC Summer Staff Shirts	Paid by EFT # 47257		06/14/2022	06/14/2022	06/24/2022		06/24/2022	342.39
798 - Winters Associates Promotional Products, INC	114249	18-BBCC Professional Uniform	Paid by EFT # 47257		06/14/2022	06/14/2022	06/24/2022		06/24/2022	87.96
Account 52430 - Uniforms and Tools Totals Invoice Transactions 2										<u>430.35</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	129.55
Account 53530 - Water and Sewer Totals Invoice Transactions 1										<u>129.55</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	135752ES	06-City Fac.-Natural Gas Commodity-May 2022 management fee	Paid by EFT # 47051		06/13/2022	06/13/2022	06/13/2022		06/13/2022	396.43
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5074500606072 2	18-Natural Gas June Banneker-5/2-6/1/22	Paid by Check # 75855		06/13/2022	06/13/2022	06/13/2022		06/13/2022	70.85
Account 53540 - Natural Gas Totals Invoice Transactions 2										<u>467.28</u>
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62079	18-Background Checks 4 Seasonal Staff	Paid by Check # 75872		06/14/2022	06/14/2022	06/24/2022		06/24/2022	7.00
204 - State Of Indiana	62085	18-Background Checks 17 Seasonal Staff	Paid by Check # 75872		06/14/2022	06/14/2022	06/24/2022		06/24/2022	14.00
204 - State Of Indiana	62083	18-Background Checks 5 Seasonal Staff	Paid by Check # 75872		06/14/2022	06/14/2022	06/24/2022		06/24/2022	7.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 3										<u>28.00</u>
Program 187500 - Banneker Totals Invoice Transactions 9										<u>1,143.32</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0456285	18-roll towel	Paid by EFT # 47124		06/14/2022	06/14/2022	06/24/2022		06/24/2022	142.55
9269 - Ferguson Facilities Supply, HP Products #3400	0460031	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 47124		06/14/2022	06/14/2022	06/24/2022		06/24/2022	1,273.86
394 - Kleindorfer Hardware & Variety	729387	18 -(4) #32 Mop heads, 1cs of Spray paint	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	49.96
Account 52210 - Institutional Supplies Totals Invoice Transactions 3										<u>1,466.37</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52220 - Agricultural Supplies										
51891 - Forest Commodities, INC	B220602229	18-Engineered wood fiber (playground surfacing)	Paid by EFT # 47126		06/14/2022	06/14/2022	06/24/2022		06/24/2022	8,850.00
Account 52220 - Agricultural Supplies Totals Invoice Transactions 1										<u>\$8,850.00</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	509706	18-Green flex-a-spout	Paid by EFT # 47077		06/14/2022	06/14/2022	06/24/2022		06/24/2022	15.99
394 - Kleindorfer Hardware & Variety	713495	18- 4 Ubolts	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	6.76
394 - Kleindorfer Hardware & Variety	715604	18 - toilet ring flange & 6 tapcons for Butler Park toilet	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	12.67
394 - Kleindorfer Hardware & Variety	715881	18 - chalk box, chalk and utility Pull	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	22.57
394 - Kleindorfer Hardware & Variety	726108	18 - concrete for Cascades park, V-Belt for edger at Switchyard	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	40.99
365 - Rogers Group, INC	0713009950	18-1/4 minus at SYP	Paid by EFT # 47212		06/14/2022	06/14/2022	06/24/2022		06/24/2022	18.50
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 6										<u>\$117.48</u>
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	715584	18 - 3 cases of spray paint	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	89.64
394 - Kleindorfer Hardware & Variety	726904	18 - Spray paint to cover up graffiti on wooden walkways	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	9.96
394 - Kleindorfer Hardware & Variety	727191	18 - sloan diaphragm for kid City	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	11.99
394 - Kleindorfer Hardware & Variety	729387	18 -(4) #32 Mop heads, 1cs of Spray paint	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	37.74
394 - Kleindorfer Hardware & Variety	729105	18 - 33pc security bit set, door closer	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	37.96
6262 - Koenig Equipment, INC	P31613	18-belt, fuel filter	Paid by EFT # 47166		06/14/2022	06/14/2022	06/24/2022		06/24/2022	138.14
6262 - Koenig Equipment, INC	P31616	18-V-belt for John Deere at Bryan Park & spare	Paid by EFT # 47166		06/14/2022	06/14/2022	06/24/2022		06/24/2022	16.86
4458 - SiteOne Landscape Supply Holding, LLC	119413619-001	18-(2) PVC compression couplings for SYP irrigation	Paid by EFT # 47219		06/14/2022	06/14/2022	06/24/2022		06/24/2022	284.75



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	448251	18-tubing and bat tool for #847	Paid by EFT # 47224		06/14/2022	06/14/2022	06/24/2022		06/24/2022	11.69
476 - Southern Indiana Parts, INC (Napa Auto Parts)	448199	18-trailer brake control for #847	Paid by EFT # 47224		06/14/2022	06/14/2022	06/24/2022		06/24/2022	74.65
11611 - Woods Electrical Contractors, INC	2204COBFOUN	18-Labor & materials for install of new feed at WHB Prk fountain	Paid by EFT # 47258		06/14/2022	06/14/2022	06/24/2022		06/24/2022	342.64
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 11	\$1,056.02
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	726468	18 - Zip tie, pinch bar	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	45.98
394 - Kleindorfer Hardware & Variety	729037	18 - 2 keys	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	4.00
5819 - Synchrony Bank	453579899485	18- Amazon Waste Receptacle OPS	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	119.10
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$169.08
Account 53110 - Engineering and Architectural										
17 - Bynum Fanyo & Associates, INC	402153-1	18-Channel stabilization design services for Olcott Park	Paid by EFT # 47091		06/14/2022	06/14/2022	06/24/2022		06/24/2022	8,612.00
Account 53110 - Engineering and Architectural Totals									Invoice Transactions 1	\$8,612.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	1,339.65
208 - City Of Bloomington Utilities	14187-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	3,363.76
208 - City Of Bloomington Utilities	39530-002 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	69.49
Account 53530 - Water and Sewer Totals									Invoice Transactions 3	\$4,772.90
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	135752ES	06-City Fac.-Natural Gas Commodity-May 2022 management fee	Paid by EFT # 47051		06/13/2022	06/13/2022	06/13/2022		06/13/2022	732.06
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5240973206032 2	18-Natural Gas June Ops	Paid by Check # 75855		06/13/2022	06/13/2022	06/13/2022		06/13/2022	26.18
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5518947406102 2	18-Natural Gas SYP Maint-5/5-6/6/22	Paid by Check # 75855		06/13/2022	06/13/2022	06/13/2022		06/13/2022	51.52
Account 53540 - Natural Gas Totals									Invoice Transactions 3	\$809.76



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53630 - Machinery and Equipment Repairs										
11611 - Woods Electrical Contractors, INC	2204COBFOUN	18-Labor & materials for install of new feed at WHB Prk fountain	Paid by EFT # 47258		06/14/2022	06/14/2022	06/24/2022		06/24/2022	1,087.50
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	\$1,087.50
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	4080007566	18-Uniform services - 6-8-22	Paid by EFT # 47066		06/14/2022	06/14/2022	06/24/2022		06/24/2022	20.70
19171 - Aramark Uniform & Career Apparel Group, INC	4080006375	18-Uniform services - 6-1-22	Paid by EFT # 47066		06/14/2022	06/14/2022	06/24/2022		06/24/2022	20.70
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 2	\$41.40
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002934006	18-Landfill May 2022-Ops	Paid by EFT # 47053		06/13/2022	06/13/2022	06/13/2022		06/13/2022	1,077.98
Account 53950 - Landfill Totals									Invoice Transactions 1	\$1,077.98
Program 189000 - Operations Totals									Invoice Transactions 35	\$28,060.49
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I321666	18 SYP Institutional Supplies	Paid by Check # 75864		06/14/2022	06/14/2022	06/24/2022		06/24/2022	738.77
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$738.77
Account 52220 - Agricultural Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	31291	18 SYP 53 gallon drum of Sodium Hypochlorite for Spray Pad	Paid by EFT # 47064		06/14/2022	06/14/2022	06/24/2022		06/24/2022	472.99
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$472.99
Account 52310 - Building Materials and Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	WP081988	18 SYP six replacement restroom tissue dispensers	Paid by EFT # 47124		06/14/2022	06/14/2022	06/24/2022		06/24/2022	331.21
476 - Southern Indiana Parts, INC (Napa Auto Parts)	446694	18 SYP Truck Bed Coating for Spray Pad Tank Cover	Paid by EFT # 47224		06/14/2022	06/14/2022	06/24/2022		06/24/2022	25.90
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	\$357.11
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	726899	18 SYP Misc Hardware	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	20.36
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$20.36



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	37123-003	18-Water Sewer	Paid by Check		06/13/2022	06/13/2022	06/13/2022		06/13/2022	1,945.27
	0522	Charges May 2022 SYP	# 75842							
208 - City Of Bloomington Utilities	200902-001	18-Water Sewer	Paid by Check		06/13/2022	06/13/2022	06/13/2022		06/13/2022	480.00
	0522	Charges May 2022	# 75842							
Account 53530 - Water and Sewer Totals									Invoice Transactions 2	\$2,425.27
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5604396806102	18-Natural Gas SYP	Paid by Check		06/13/2022	06/13/2022	06/13/2022		06/13/2022	58.56
	2	Pav-5/5-6/6/22	# 75855							
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$58.56
Account 53610 - Building Repairs										
5187 - Green Dragon Lawn Care, INC	3687	18 SYP Mowing	Paid by EFT #		06/14/2022	06/14/2022	06/24/2022		06/24/2022	3,960.00
		Contract 5/4, 5/11,	47134							
		5/18, 5/25								
1537 - Indiana Door & Hardware	8220AA	18 SYP Repair to LCN	Paid by Check		06/14/2022	06/14/2022	06/24/2022		06/24/2022	405.00
Specialties, INC		Closer body assembly	# 75865							
		at Spray Pad restroom								
54255 - Spear Corporation	316749	18 SYP Replace UV	Paid by EFT #		06/14/2022	06/14/2022	06/24/2022		06/24/2022	888.59
		Lamp for Spray Pad	47226							
Account 53610 - Building Repairs Totals									Invoice Transactions 3	\$5,253.59
Account 53920 - Laundry and Other Sanitation Services										
5605 - Photizo, LLC (Fish Window Cleaning)	3120-14202	18 SYP Clean windows	Paid by EFT #		06/14/2022	06/14/2022	06/24/2022		06/24/2022	660.00
		and garage doors at	47200							
		Pavilion								
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$660.00
Account 53950 - Landfill										
908 - JB Salvage (Westside Auto Parts)	220531119300	18 SYP 8 Yard	Paid by EFT #		06/14/2022	06/14/2022	06/24/2022		06/24/2022	175.00
		Dumpster 05/01/22-	47158							
		05/31/22								
Account 53950 - Landfill Totals									Invoice Transactions 1	\$175.00
Account 53990 - Other Services and Charges										
129 - FedEx Office and Print Service, INC	7-774-38764	18 SYP FedEx	Paid by Check		06/14/2022	06/14/2022	06/24/2022		06/24/2022	24.31
		Solenoids to	# 75861							
		Manufacturer								
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$24.31
Program 189006 - Switchyard Property Totals									Invoice Transactions 14	\$10,185.96
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	20419	18 - LAND hardwood	Paid by EFT #		06/14/2022	06/14/2022	06/24/2022		06/24/2022	144.00
		mulch for SYP	47132							
137 - Good Earth, LLC	20423	18 - LAND hardwood	Paid by EFT #		06/14/2022	06/14/2022	06/24/2022		06/24/2022	144.00
		mulch for SYP	47132							



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	20421	18 - LAND hardwood mulch for SYP	Paid by EFT # 47132		06/14/2022	06/14/2022	06/24/2022		06/24/2022	144.00
137 - Good Earth, LLC	20420	18 - LAND hardwood mulch for SYP	Paid by EFT # 47132		06/14/2022	06/14/2022	06/24/2022		06/24/2022	144.00
137 - Good Earth, LLC	20424	18 - LAND hardwood mulch for SYP	Paid by EFT # 47132		06/14/2022	06/14/2022	06/24/2022		06/24/2022	144.00
5391 - Spence Restoration Nursery, INC	2742	18 - LAND #3920 native plant plugs for 13 properties	Paid by EFT # 47227		06/14/2022	06/14/2022	06/24/2022		06/24/2022	6,631.90
Account 52220 - Agricultural Supplies Totals Invoice Transactions 6										\$7,351.90
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	726186	18 - jersey gloves, Lasmuff 25db prot., flagging sticks 100ct	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	33.45
394 - Kleindorfer Hardware & Variety	726237	18- LAND Misc supplies - raincoat & rain suit	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	77.75
394 - Kleindorfer Hardware & Variety	726275	18- LAND Misc supplies - paddle bit and (2) wasp sprays	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	22.97
394 - Kleindorfer Hardware & Variety	727086	18- LAND Misc supplies - 2 - dbl sided 25' tape measures	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	18.38
394 - Kleindorfer Hardware & Variety	727378	18- LAND Misc supplies - 1 bx of china marker	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	7.49
394 - Kleindorfer Hardware & Variety	727418	18 - teflon tape, PVC supplies, cement, clamps, lock	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	89.14
Account 52420 - Other Supplies Totals Invoice Transactions 6										\$249.18
Account 53130 - Medical										
231 - IU Health OCC Health Services	00131035-00	18-Hep B vaccine R Bastin	Paid by EFT # 47154		06/14/2022	06/14/2022	06/24/2022		06/24/2022	130.00
231 - IU Health OCC Health Services	00131591	18-Hep B vaccine M Driscoll	Paid by EFT # 47154		06/14/2022	06/14/2022	06/24/2022		06/24/2022	130.00
231 - IU Health OCC Health Services	00131037-00	18- Hep B vaccine E Smitheram	Paid by EFT # 47154		06/14/2022	06/14/2022	06/24/2022		06/24/2022	130.00
Account 53130 - Medical Totals Invoice Transactions 3										\$390.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	152.15
208 - City Of Bloomington Utilities	14187-001 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	96.94



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001	18-Water Sewer	Paid by Check		06/13/2022	06/13/2022	06/13/2022		06/13/2022	174.48
	0522	Charges May 2022	# 75842							
208 - City Of Bloomington Utilities	200807-003	18-Water Sewer	Paid by Check		06/13/2022	06/13/2022	06/13/2022		06/13/2022	96.94
	0522	Charges May 2022	# 75842							
Account 53530 - Water and Sewer Totals									Invoice Transactions 4	\$520.51
Account 53990 - Other Services and Charges										
50335 - Aquatic Control, INC	210441	18 - LAND Miller-Showers Park pond mgmt (April - Sept 2022)	Paid by EFT # 47065		06/14/2022	06/14/2022	06/24/2022		06/24/2022	670.83
121 - Eco Logic, LLC	5011	18- LAND Vegetation Management at MSP	Paid by EFT # 47116		06/14/2022	06/14/2022	06/24/2022		06/24/2022	11,488.00
121 - Eco Logic, LLC	5018	18 - LAND Vegetation Management at SYP	Paid by EFT # 47116		06/14/2022	06/14/2022	06/24/2022		06/24/2022	6,137.60
Account 53990 - Other Services and Charges Totals									Invoice Transactions 3	\$18,296.43
Program 189500 - Landscaping Totals									Invoice Transactions 22	\$26,808.02
Program 189501 - Cemeteries										
Account 52220 - Agricultural Supplies										
394 - Kleindorfer Hardware & Variety	715848	18 - 50 lb bluegrass seed, 1 gojo, 8 straw	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	395.99
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$395.99
Account 52340 - Other Repairs and Maintenance										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	445714	18 - CEM Hustler repairs (hose, cap & clamp)	Paid by EFT # 47224		06/14/2022	06/14/2022	06/24/2022		06/24/2022	6.76
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$6.76
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	715848	18 - 50 lb bluegrass seed, 1 gojo, 8 straw	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	15.29
394 - Kleindorfer Hardware & Variety	726186	18 - jersey gloves, Lasmuff 25db prot., flagging sticks 100ct	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	15.99
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$31.28
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001	18-Water Sewer	Paid by Check		06/13/2022	06/13/2022	06/13/2022		06/13/2022	324.09
	0522	Charges May 2022	# 75842							
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$324.09
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	135752ES	06-City Fac.-Natural Gas Commodity-May 2022 management fee	Paid by EFT # 47051		06/13/2022	06/13/2022	06/13/2022		06/13/2022	28.31



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5462824906072	18-Natural Gas June Rosehill 1-5/2-6/1/22	Paid by Check # 75855		06/13/2022	06/13/2022	06/13/2022		06/13/2022	18.75
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5019055706072	18-Natural Gas Rosehill 2-5/2-6/1/22	Paid by Check # 75855		06/13/2022	06/13/2022	06/13/2022		06/13/2022	21.27
Account 53540 - Natural Gas Totals									Invoice Transactions 3	\$68.33
Account 53990 - Other Services and Charges										
5149 - E&B Paving, INC	1	18-Resurfacing of Rose Hill Cemetery interior roadways	Paid by EFT # 47113		06/14/2022	06/14/2022	06/24/2022		06/24/2022	16,000.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$16,000.00
Account 54310 - Improvements Other Than Building										
5149 - E&B Paving, INC	1	18-Resurfacing of Rose Hill Cemetery interior roadways	Paid by EFT # 47113		06/14/2022	06/14/2022	06/24/2022		06/24/2022	120,000.00
Account 54310 - Improvements Other Than Building Totals									Invoice Transactions 1	\$120,000.00
Program 189501 - Cemeteries Totals									Invoice Transactions 10	\$136,826.45
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	714443	18 - 2 gal of safety can & brass shutoff valve	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	69.28
394 - Kleindorfer Hardware & Variety	715751	18 - UF - Supplies for Water Tank Air Gap Piping	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	156.67
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$225.95
Program 189503 - Urban Forestry Totals									Invoice Transactions 2	\$225.95
Department 18 - Parks & Recreation Totals									Invoice Transactions 157	\$254,005.63
Fund 200 - Parks and Recreation Gen (S1301) Totals									Invoice Transactions 157	\$254,005.63
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53990 - Other Services and Charges										
6110 - Darrelyn Valdez	060722	18-TLRC Fitness Specialist	Paid by EFT # 47250		06/14/2022	06/14/2022	06/24/2022		06/24/2022	43.75
8156 - Jennifer Marie Weiss	053122	18-TLRC Fitness Specialist	Paid by EFT # 47255		06/14/2022	06/14/2022	06/24/2022		06/24/2022	37.50
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$81.25
Program 181001 - Health & Wellness Totals									Invoice Transactions 2	\$81.25



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53990 - Other Services and Charges										
4635 - Avers Pizza, INC	28353	18-Pool staff training food	Paid by Check # 75859		06/14/2022	06/14/2022	06/24/2022		06/24/2022	113.28
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$113.28
								Program 182001 - Aquatics - Bryan Pool Totals	Invoice Transactions 1	\$113.28
Program 182003 - Aquatics-Health & Safety										
Account 52420 - Other Supplies										
4504 - American National Red Cross	22434574	18- Staff CPR Certificates	Paid by EFT # 47061		06/14/2022	06/14/2022	06/24/2022		06/24/2022	315.00
4504 - American National Red Cross	22431955	18- Staff CPR Certificates	Paid by EFT # 47061		06/14/2022	06/14/2022	06/24/2022		06/24/2022	245.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$560.00
								Program 182003 - Aquatics-Health & Safety Totals	Invoice Transactions 2	\$560.00
Program 182006 - Aquatics - Pool Concessions										
Account 52330 - Street , Alley, and Sewer Material										
8155 - PepsiCo Beverage Sales, LLC	31118759	18 - Bryan Pool Concessions Product	Paid by EFT # 47198		06/14/2022	06/14/2022	06/24/2022		06/24/2022	227.85
5819 - Synchrony Bank	8772	18 - Bryan Pool Concessions	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	341.64
5819 - Synchrony Bank	9392 06437	18 - Bryan Pool Concessions	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	126.44
5819 - Synchrony Bank	6363 06437	18 - Bryan Pool Concessions	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	55.10
5819 - Synchrony Bank	6619 06437	18 - Bryan Pool Concessions	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	139.42
5819 - Synchrony Bank	8773 06437	18 - Bryan Pool Concessions	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	140.84
								Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 6	\$1,031.29
								Program 182006 - Aquatics - Pool Concessions Totals	Invoice Transactions 6	\$1,031.29
Program 183500 - Golf Services										
Account 52310 - Building Materials and Supplies										
293 - J&S Locksmith Shop, INC	236227	18 - Blower, Weedeater, and Chainsaw	Paid by EFT # 47156		06/14/2022	06/14/2022	06/24/2022		06/24/2022	1,319.97
394 - Kleindorfer Hardware & Variety	713676	18 - Gas Cans	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	33.98
6262 - Koenig Equipment, INC	P31425	18 - Blower and Weedeater	Paid by EFT # 47166		06/14/2022	06/14/2022	06/24/2022		06/24/2022	749.98
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 3	\$2,103.93



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
38 - B & B Food Distributors, INC	335135	18 - Cascades - Hotdogs/Styrofoam cups	Paid by EFT # 47069		06/14/2022	06/14/2022	06/24/2022		06/24/2022	537.42
8155 - PepsiCo Beverage Sales, LLC	33560006	18 - Cascades Bottle Drinks and BIBs	Paid by EFT # 47198		06/14/2022	06/14/2022	06/24/2022		06/24/2022	341.35
5819 - Synchrony Bank	0133 06437	18 - Snack Bar items	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	71.14
5819 - Synchrony Bank	9750 06437	18 - Snack Bar items	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	151.02
5819 - Synchrony Bank	3765 06437	18 - Snack Bar items	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	160.95
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 5			\$1,261.88
Program 183500 - Golf Services Totals							Invoice Transactions 8			\$3,365.81
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	913417284	18-Pro Shop Supplies	Paid by Check # 75857		06/14/2022	06/14/2022	06/24/2022		06/24/2022	185.35
4072 - Acushnet Company	913400944	18-Pro Shop Supplies	Paid by Check # 75857		06/14/2022	06/14/2022	06/24/2022		06/24/2022	219.27
4072 - Acushnet Company	913400943	18-Pro Shop Supplies	Paid by Check # 75857		06/14/2022	06/14/2022	06/24/2022		06/24/2022	119.00
4072 - Acushnet Company	913481004	18-Pro Shop Supplies	Paid by Check # 75857		06/14/2022	06/14/2022	06/24/2022		06/24/2022	60.88
4072 - Acushnet Company	913491723	18-Pro Shop Supplies	Paid by Check # 75857		06/14/2022	06/14/2022	06/24/2022		06/24/2022	388.08
3978 - J & M Golf, INC	0652164-IN	18 - Clubs	Paid by EFT # 47155		06/14/2022	06/14/2022	06/24/2022		06/24/2022	140.00
3978 - J & M Golf, INC	0651551-IN	18 - Box set of clubs	Paid by EFT # 47155		06/14/2022	06/14/2022	06/24/2022		06/24/2022	140.00
53619 - Ping, INC	16368267	18-Pro Shop Supplies	Paid by EFT # 47202		06/14/2022	06/14/2022	06/24/2022		06/24/2022	90.55
53619 - Ping, INC	16361277	18-Pro Shop Supplies	Paid by EFT # 47202		06/14/2022	06/14/2022	06/24/2022		06/24/2022	360.28
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 9			\$1,703.41
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 9			\$1,703.41
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	798935356446	18- Amazon Kayaks Griffy	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	1,397.96
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$1,397.96
Program 184000 - Natural Resources Totals							Invoice Transactions 1			\$1,397.96



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184500 - Youth Services -Juke Box										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	445495534896	18- Amazon Watersentry Replacement Filter	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	138.78
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$138.78</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	135752ES	06-City Fac.-Natural Gas Commodity-May 2022 management fee	Paid by EFT # 47051		06/13/2022	06/13/2022	06/13/2022		06/13/2022	91.34
Account 53540 - Natural Gas Totals									Invoice Transactions 1	<u>\$91.34</u>
Program 184500 - Youth Services -Juke Box Totals									Invoice Transactions 2	<u>\$230.12</u>
Program 184501 - Youth Services-Kid City Camps										
Account 43270 - Registration Fees										
Clint Merkel	2022-00000866	18-Refunds	Paid by Check # 75883		06/14/2022	06/14/2022	06/24/2022		06/24/2022	70.00
Account 43270 - Registration Fees Totals									Invoice Transactions 1	<u>\$70.00</u>
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	089522	18-Kid City Supplies - sponges	Paid by Check # 75867		06/14/2022	06/14/2022	06/24/2022		06/24/2022	34.90
4549 - Kroger Limited Partnership I	088595	18-Kid City Supplies - Skewers	Paid by Check # 75867		06/14/2022	06/14/2022	06/24/2022		06/24/2022	4.49
5819 - Synchrony Bank	3396 06437	18 - Wyler's Authentic Italian Ices	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	10.44
5819 - Synchrony Bank	0965 06437	18 - Fig bars For Kids camp	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	10.88
5819 - Synchrony Bank	7887	18 - Nutr. bars, cheeseits, skinny pops veggie straw -KID camp	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	77.70
Account 52420 - Other Supplies Totals									Invoice Transactions 5	<u>\$138.41</u>
Account 52430 - Uniforms and Tools										
5757 - Nite Owl Promotions, INC	10775	18-Kid City Counselor in Training shirts	Paid by EFT # 47191		06/14/2022	06/14/2022	06/24/2022		06/24/2022	371.84
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	<u>\$371.84</u>
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62085	18-Background Checks 17 Seasonal Staff	Paid by Check # 75872		06/14/2022	06/14/2022	06/24/2022		06/24/2022	98.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$98.00</u>
Program 184501 - Youth Services-Kid City Camps Totals									Invoice Transactions 8	<u>\$678.25</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52310 - Building Materials and Supplies										
294 - All-Phase Electric Supply, INC	0740-1008997	18-TLRC - fluorescent lamp	Paid by EFT # 47059		06/14/2022	06/14/2022	06/24/2022		06/24/2022	243.60
294 - All-Phase Electric Supply, INC	0740-1009138	18-TLRC - 2X2 flat panel	Paid by EFT # 47059		06/14/2022	06/14/2022	06/24/2022		06/24/2022	140.00
394 - Kleindorfer Hardware & Variety	727231	18 - TLRC Supplies - Velcro, duct tape, gal of ground clear	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	99.42
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 3	\$483.02
Account 52340 - Other Repairs and Maintenance										
392 - Koorsen Fire & Security, INC	IN00153375	18 - TLRC Fire Extinguisher Replacement	Paid by EFT # 47168		06/14/2022	06/14/2022	06/24/2022		06/24/2022	138.00
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$138.00
Account 52420 - Other Supplies										
7078 - Allied 100, LLC (AED Superstore, Annuvia,Lifeguard	INV3016744	18 - TLRC Replacement Pads for AED	Paid by EFT # 47060		06/14/2022	06/14/2022	06/24/2022		06/24/2022	85.30
4574 - John Deere Financial (Rural King)	64613	18- LAND 30 cc measuring cup	Paid by Check # 75866		06/14/2022	06/14/2022	06/24/2022		06/24/2022	10.99
5819 - Synchrony Bank	958476499477	18- Amazon Remington Oil Aerosol TLRC	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	107.52
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$203.81
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002 0522	18-Water Sewer Charges May 2022	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	857.12
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$857.12
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	135752ES	06-City Fac.-Natural Gas Commodity-May 2022 management fee	Paid by EFT # 47051		06/13/2022	06/13/2022	06/13/2022		06/13/2022	1,022.87
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5276562306032 2	18-Natural Gas May TLRC-4/28-5/27/22	Paid by Check # 75855		06/13/2022	06/13/2022	06/13/2022		06/13/2022	184.07
Account 53540 - Natural Gas Totals									Invoice Transactions 2	\$1,206.94
Account 53610 - Building Repairs										
53657 - Plymate, INC	3100851	18 - TLRC Entry Mat Service	Paid by EFT # 47203		06/14/2022	06/14/2022	06/24/2022		06/24/2022	81.62
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$81.62
Program 185000 - Twin Lakes Recreation Center Totals									Invoice Transactions 11	\$2,970.51



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	060922	18-TLRC Fitness Specialist	Paid by EFT # 47073		06/14/2022	06/14/2022	06/24/2022		06/24/2022	218.75
7276 - Kaitlyn Clementi	053122	18-TLRC Fitness Specialist	Paid by EFT # 47103		06/14/2022	06/14/2022	06/24/2022		06/24/2022	45.00
7086 - Rivkah L Moore	061022	18-TLRC Fitness Specialist	Paid by EFT # 47187		06/14/2022	06/14/2022	06/24/2022		06/24/2022	343.75
1973 - Megan M Stark	061022	18-TLRC Fitness Specialist	Paid by EFT # 47233		06/14/2022	06/14/2022	06/24/2022		06/24/2022	330.00
8184 - Emily E Tally	060922	18-TLRC Fitness Specialist	Paid by EFT # 47241		06/14/2022	06/14/2022	06/24/2022		06/24/2022	125.00
7440 - William Tuttle	060922	18-TLRC Fitness Specialist	Paid by EFT # 47248		06/14/2022	06/14/2022	06/24/2022		06/24/2022	243.75
7440 - William Tuttle	052922	18-TLRC Fitness Specialist	Paid by EFT # 47248		06/14/2022	06/14/2022	06/24/2022		06/24/2022	30.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 7			<u>\$1,336.25</u>
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 7			<u>\$1,336.25</u>
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
8155 - PepsiCo Beverage Sales, LLC	30103557	18 - TLRC Concessions Products to Sell	Paid by EFT # 47198		06/14/2022	06/14/2022	06/24/2022		06/24/2022	663.30
21145 - Sysco USA III, LLC	338076513	18 - TLRC Concession Item Purchase	Paid by EFT # 47239		06/14/2022	06/14/2022	06/24/2022		06/24/2022	494.93
21145 - Sysco USA III, LLC	338068675	18 - TLRC Concession Item Purchase	Paid by EFT # 47239		06/14/2022	06/14/2022	06/24/2022		06/24/2022	714.69
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 3			<u>\$1,872.92</u>
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 3			<u>\$1,872.92</u>
Program 186500 - Community Events										
Account 52420 - Other Supplies										
4798 - Fun Express, LLC	717032938-01	18- Prizes for Touch a Truck	Paid by EFT # 47128		06/14/2022	06/14/2022	06/24/2022		06/24/2022	263.85
5819 - Synchrony Bank	846987557848	18- Amazon Outdoor Escape Adventure	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	149.61
5819 - Synchrony Bank	9274 06437	18- Water Bottles and Cardstock	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	47.84
Account 52420 - Other Supplies Totals							Invoice Transactions 3			<u>\$461.30</u>
Program 186500 - Community Events Totals							Invoice Transactions 3			<u>\$461.30</u>
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
3265 - Linnea Lee Good	2806	Gift Certificates	Paid by EFT # 47131		06/14/2022	06/14/2022	06/24/2022		06/24/2022	5.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
5200 - Chester L Lehman (Olde Lane Orchard)	2816	Market Bucks and Gift Certificates	Paid by EFT # 47170		06/14/2022	06/14/2022	06/24/2022		06/24/2022	5.00
5673 - Stephen Stoll	2809	Market Bucks and Gift Certificates	Paid by EFT # 47234		06/14/2022	06/14/2022	06/24/2022		06/24/2022	10.00
3666 - Marie Wagler	2808	Market Bucks and Gift Certificates	Paid by EFT # 47254		06/14/2022	06/14/2022	06/24/2022		06/24/2022	40.00
3666 - Marie Wagler	2813	Market Bucks and Gift Certificates	Paid by EFT # 47254		06/14/2022	06/14/2022	06/24/2022		06/24/2022	40.00
Account 47230 - Gift Certificate Totals									Invoice Transactions 5	<u>\$100.00</u>
Account 47240 - EBT Market Bucks										
8154 - Austin Larsen (Farm Over Yonder LLC)	2817	Market Bucks	Paid by EFT # 47169		06/14/2022	06/14/2022	06/24/2022		06/24/2022	54.00
5200 - Chester L Lehman (Olde Lane Orchard)	2807	Market Bucks	Paid by EFT # 47170		06/14/2022	06/14/2022	06/24/2022		06/24/2022	165.00
5200 - Chester L Lehman (Olde Lane Orchard)	2816	Market Bucks and Gift Certificates	Paid by EFT # 47170		06/14/2022	06/14/2022	06/24/2022		06/24/2022	24.00
7337 - David Ray (Stonewall Maple Syrup)	2815	Market Bucks	Paid by EFT # 47207		06/14/2022	06/14/2022	06/24/2022		06/24/2022	15.00
12430 - Luke Rhodes	2814	Market Bucks	Paid by EFT # 47208		06/14/2022	06/14/2022	06/24/2022		06/24/2022	30.00
6618 - James Sigman	2811	Market Bucks	Paid by EFT # 47218		06/14/2022	06/14/2022	06/24/2022		06/24/2022	75.00
2496 - Galen Jay Stoll	2810	Market Bucks	Paid by Check # 75875		06/14/2022	06/14/2022	06/24/2022		06/24/2022	33.00
5673 - Stephen Stoll	2809	Market Bucks and Gift Certificates	Paid by EFT # 47234		06/14/2022	06/14/2022	06/24/2022		06/24/2022	69.00
4426 - Christa L Vosters (Kettle Of Corn, LLC)	2812	Market Bucks	Paid by EFT # 47252		06/14/2022	06/14/2022	06/24/2022		06/24/2022	27.00
3666 - Marie Wagler	2808	Market Bucks and Gift Certificates	Paid by EFT # 47254		06/14/2022	06/14/2022	06/24/2022		06/24/2022	72.00
3666 - Marie Wagler	2813	Market Bucks and Gift Certificates	Paid by EFT # 47254		06/14/2022	06/14/2022	06/24/2022		06/24/2022	78.00
Account 47240 - EBT Market Bucks Totals									Invoice Transactions 11	<u>\$642.00</u>
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	726399	18 FM Supplies - Garbage Bags	Paid by EFT # 47164		06/14/2022	06/14/2022	06/24/2022		06/24/2022	15.99
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$15.99</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	82116-001 0522	18-Water Sewer Charges May 2022 FM	Paid by Check # 75842		06/13/2022	06/13/2022	06/13/2022		06/13/2022	10.98
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	<u>\$10.98</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 53990 - Other Services and Charges										
8211 - Nicholas J Hall	00009	18 FM Entertainment at Farmers' Market	Paid by EFT # 47137		06/14/2022	06/14/2022	06/24/2022		06/24/2022	75.00
6330 - Marshall Security LLC	2326	18- Market Security	Paid by EFT # 47177		06/14/2022	06/14/2022	06/24/2022		06/24/2022	368.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		<u>\$443.00</u>
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions	20		<u>\$1,211.97</u>
Program 186504 - Senior Expo										
Account 53320 - Advertising										
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1220535214	18-30-sec spots for 50+ Expo & Blgtn Trail Escape on WBWB	Paid by EFT # 47222		06/14/2022	06/14/2022	06/24/2022		06/24/2022	500.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1220535274	18-30-sec spots for 50+ Expo & Blgtn Trail Escape on WHCC	Paid by EFT # 47222		06/14/2022	06/14/2022	06/24/2022		06/24/2022	500.00
Account 53320 - Advertising Totals							Invoice Transactions	2		<u>\$1,000.00</u>
Program 186504 - Senior Expo Totals							Invoice Transactions	2		<u>\$1,000.00</u>
Program 186506 - Performing Art Series										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	936759498686	18-Amazon DVD Ghostbusters& Sing 2 Movies in the Park	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	43.95
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$43.95</u>
Account 53990 - Other Services and Charges										
6013 - B&H Foto & Electronics Corp	893523605	18- Movie Projector	Paid by EFT # 47070		06/14/2022	06/14/2022	06/24/2022		06/24/2022	2,499.00
976 - Kevin MacDowell	1029	18- 90 minute performance by Kid Kazooey at Switchyard Park	Paid by EFT # 47176		06/14/2022	06/14/2022	06/24/2022		06/24/2022	450.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		<u>\$2,949.00</u>
Program 186506 - Performing Art Series Totals							Invoice Transactions	3		<u>\$2,992.95</u>
Program 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
20105 - Brandon B Chambers	060522	18-Adult Softball Umpire	Paid by EFT # 47097		06/14/2022	06/14/2022	06/24/2022		06/24/2022	225.00
7147 - Keith E Crittenden	060222	18-Adult Softball Umpire	Paid by EFT # 47108		06/14/2022	06/14/2022	06/24/2022		06/24/2022	75.00
17565 - Michael B Hicks (Contractual)	053122	18-Adult Softball Umpire	Paid by EFT # 47141		06/14/2022	06/14/2022	06/24/2022		06/24/2022	100.00
7758 - Timothy R Louis	060522	18-Adult Softball Umpire	Paid by EFT # 47174		06/14/2022	06/14/2022	06/24/2022		06/24/2022	315.00



Board of Park Commissioners Claim Register

Invoice Date Range 06/11/22 - 06/24/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
557 - Vicki Lynn Minder	060122	18-Adult Softball Umpire	Paid by EFT # 47184		06/14/2022	06/14/2022	06/24/2022		06/24/2022	175.00
8190 - Aaron T Sokeland	060122	18-Adult Softball Umpire	Paid by EFT # 47221		06/14/2022	06/14/2022	06/24/2022		06/24/2022	300.00
6526 - Craig T Sparks	060522	18-Adult Softball Umpire	Paid by EFT # 47225		06/14/2022	06/14/2022	06/24/2022		06/24/2022	365.00
4939 - Charles W Stone	060222	18-Adult Softball Umpire	Paid by EFT # 47235		06/14/2022	06/14/2022	06/24/2022		06/24/2022	125.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	8	\$1,680.00
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62079	18-Background Checks 4 Seasonal Staff	Paid by Check # 75872		06/14/2022	06/14/2022	06/24/2022		06/24/2022	7.00
204 - State Of Indiana	62083	18-Background Checks 5 Seasonal Staff	Paid by Check # 75872		06/14/2022	06/14/2022	06/24/2022		06/24/2022	7.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$14.00
Program 187001 - Adult Sports-Softball Totals								Invoice Transactions	10	\$1,694.00
Program 187002 - Adult Sports-Tennis										
Account 43270 - Registration Fees										
Marcia Lloyd	2022-00000813	18-Refunds	Paid by Check # 75882		06/14/2022	06/14/2022	06/24/2022		06/24/2022	240.00
Account 43270 - Registration Fees Totals								Invoice Transactions	1	\$240.00
Program 187002 - Adult Sports-Tennis Totals								Invoice Transactions	1	\$240.00
Program 187006 - Adult Sports-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	74545777333	18- Amazon Sunflower Seeds TLSP Concessions	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	88.11
5819 - Synchrony Bank	779439543494	18- Amazon Refund Sunflower Seeds	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	(88.11)
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	2	\$0.00
Program 187006 - Adult Sports-Concessions Totals								Invoice Transactions	2	\$0.00
Program 187503 - Banneker-Classes										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	4904 06437	18- BBCC Staff Training	Paid by Check # 75876		06/14/2022	06/14/2022	06/24/2022		06/24/2022	43.38
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$43.38
Account 53990 - Other Services and Charges										
4716 - Hoosier Floor Covering, INC-Carpets Plus Colortile	I-55130	18- BBCC Carpet	Paid by EFT # 47143		06/14/2022	06/14/2022	06/24/2022		06/24/2022	11,099.79



Board of Park Commissioners Claim Register

Invoice Date Range 06/11/22 - 06/24/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 187503 - Banneker-Classes										
Account 53990 - Other Services and Charges										
4716 - Hoosier Floor Covering, INC-Carpets Plus Colortile	I-55135	18- BBCC Carpet	Paid by EFT # 47143		06/14/2022	06/14/2022	06/24/2022		06/24/2022	4,352.74
Account 53990 - Other Services and Charges Totals								Invoice Transactions 2		\$15,452.53
Program 187503 - Banneker-Classes Totals								Invoice Transactions 3		\$15,495.91
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
5819 - Synchrony Bank	433779787874	18- Amazon Water Free Urinal OPS	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	1,086.00
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions 1		\$1,086.00
Program 189000 - Operations Totals								Invoice Transactions 1		\$1,086.00
Program G17014 - Youth & Adolescent Physical Actv										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	433334836335	18-Amazon Key Tags & Swimming Caps Health & Wellness	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	174.79
5819 - Synchrony Bank	648934738573	18- Amazon Swimming Caps Health & Wellness	Paid by EFT # 47238		06/14/2022	06/14/2022	06/24/2022		06/24/2022	239.60
Account 52420 - Other Supplies Totals								Invoice Transactions 2		\$414.39
Program G17014 - Youth & Adolescent Physical Actv Totals								Invoice Transactions 2		\$414.39
Program G20010 - 2020 NRPA Nutrition Hub										
Account 52420 - Other Supplies										
6980 - Lauren E McCalister	009	18 Garden Program at Banneker	Paid by EFT # 47178		06/14/2022	06/14/2022	06/24/2022		06/24/2022	1,761.70
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$1,761.70
Account 53990 - Other Services and Charges										
6980 - Lauren E McCalister	061222	18 Garden Program at Banneker	Paid by EFT # 47178		06/14/2022	06/14/2022	06/24/2022		06/24/2022	819.28
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$819.28
Program G20010 - 2020 NRPA Nutrition Hub Totals								Invoice Transactions 2		\$2,580.98
Department 18 - Parks & Recreation Totals								Invoice Transactions 109		\$42,518.55
Fund 201 - Parks and Rec Non Reverting Totals								Invoice Transactions 109		\$42,518.55



Board of Park Commissioners Claim Register

Invoice Date Range 06/11/22 - 06/24/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
19362 - CrossRoad Engineers, PC	211877	07- 7 LINE Inspection Services 11/27-12/31/21	Paid by EFT # 47109		06/14/2022	06/14/2022	06/24/2022		06/24/2022	390.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$390.00
Program 18018B - Griffy Loop Trail Lower Cascades Totals							Invoice Transactions	1		\$390.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$390.00
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	1		\$390.00
Grand Totals							Invoice Transactions	271		\$325,282.18

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
06/24/22	Claims				\$325,282.18
					<u>\$325,282.18</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 \$325,282.18 6/10/2022

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 Office_____



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00007648	BA	GL	06/03/2022	Budget Adjustment - Bryan Park Pool NR				
G/L Date	G/L Account Number	Account Description			Description	Source		Increase Amount	Decrease Amount
06/03/2022	201-18-182001-52420	Other Supplies			Budget Adjustment - Bryan Park Pool NR			1,600.00	.00
Number of Entries: 1								\$1,600.00	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00007390	BA	GL	05/31/2022	Golf Service NR budget adjustment				
G/L Date	G/L Account Number	Account Description			Description	Source		Increase Amount	Decrease Amount
05/31/2022	201-18-183500-52310	Building Materials and Supplies			Golf Service NR budget adjustment			5,000.00	.00
Number of Entries: 1								<u>5,000.00</u>	<u>.00</u>

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2021	2021	2021	2021%	2022	2022	2022%	
May	Total	Expenses	Expenses	of Expense	Total	Expenses	of Expense	
	<u>Expense</u>	as of	as of	Spent	<u>Expense</u>	as of	Spent	%
	<u>Budget</u>	<u>December</u>	<u>May</u>	<u>to date</u>	<u>Budget</u>	<u>May</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	717,168	759,357	462,976	60.97%	813,903	459,194	56.42%	-0.82%
Health & Wellness	86,927	85,291	34,927	40.95%	94,977	18,804	19.80%	-46.16%
Community Relations	498,198	425,810	147,473	34.63%	510,923	114,510	28.86%	-22.35%
Aquatics	293,257	346,262	39,017	11.27%	424,371	69,173	16.30%	77.29%
Frank Southern Center	369,516	298,585	104,306	34.93%	387,393	157,124	40.56%	50.64%
Golf Services	720,425	720,027	215,552	29.94%	833,792	293,158	35.16%	36.00%
Natural Resources	390,401	354,656	108,655	30.64%	420,230	94,828	22.57%	-12.73%
Youth Programs	73,773	70,670	30,003	42.46%	77,162	24,585	31.86%	-18.06%
TLRC	278,629	277,365	112,476	40.55%	305,962	101,341	33.12%	-9.90%
Community Events	418,379	399,752	158,734	39.71%	576,608	161,642	28.03%	1.83%
Adult Sports	244,078	246,990	85,981	34.81%	325,324	74,977	23.05%	-12.80%
Youth Sports	231,548	283,170	89,820	31.72%	310,858	81,334	26.16%	-9.45%
BBCC	419,321	340,689	128,055	37.59%	434,110	82,661	19.04%	-35.45%
Inclusive Recreation	89,535	75,170	23,198	30.86%	92,832	24,454	26.34%	5.41%
Operations	1,865,916	1,750,670	603,761	34.49%	1,757,328	583,100	33.18%	-3.42%
Switchyard Property	410,662	423,326	107,446	25.38%	676,749	123,812	18.30%	15.23%
Landscaping	654,879	571,940	178,621	31.23%	886,913	192,676	21.72%	7.87%
Cemeteries	214,404	194,503	69,837	35.91%	398,487	66,528	16.70%	-4.74%
Urban Forestry	501,313	394,933	139,454	35.31%	530,277	140,759	26.54%	0.94%
Recover Forward	0	0		0.00%	0	0	0.00%	0.00%
General Fund total:	8,478,330	8,019,168	2,840,292	35.42%	9,858,200	2,864,661	29.06%	0.86%
Non-Reverting Fund								
Administration	18,550	7,167	4,661	65.04%	12,800	671	5.24%	-85.61%
Health & Wellness	2,450	4,789	544	11.36%	4,005	56	1.40%	0.00%
Community Relations	5,350	720	463	64.32%	5,350	697	13.02%	0.00%
Aquatics	55,544	37,873	3,941	10.41%	57,518	2,528	4.40%	-35.84%
Frank Southern Center	87,669	42,037	12,407	29.51%	88,282	29,088	32.95%	134.45%
Golf Services	126,758	147,617	62,597	42.40%	136,759	52,880	38.67%	-15.52%
Natural Resources	70,610	24,037	31,269	130.08%	81,710	31,452	38.49%	0.59%
Youth Programs	214,782	121,851	7,399	6.07%	69,137	9,946	14.39%	34.43%
*TLRC - day to day	633,489	468,075	138,160	29.52%	555,814	207,135	37.27%	49.92%
Community Events	216,119	163,645	35,047	21.42%	226,836	32,525	14.34%	-7.20%
Adult Sports	135,504	82,919	26,429	31.87%	78,515	24,663	31.41%	-6.68%
Youth Sports	9,578	8,563	3,460	40.41%	9,791	3,177	32.45%	-8.18%
BBCC	2,560	6,731	1,113	16.53%	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	23,389	27.91%	141,758	19,594	13.82%	0.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,672	24,964	18,642	74.68%	27,558	2,642	9.59%	-85.83%
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	4,145	32.77%	0.00%
N-R Fund subtotal:	1,659,093	1,227,117	369,802	30.14%	1,511,043	421,198	27.87%	13.90%
TLRC - bond	474,100	474,013	236,306	49.85%	474,212	239,006	50.40%	0.00%
N-R Fund total:	2,133,193	1,701,129	606,108	35.63%	1,985,255	660,205	33.26%	8.93%

Other Misc Funds								
16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn		2,079	1,915					
20-21 MCCSC 21st Com Learn		16,065	12,563					
2021 MCCSC 21st Grant		8,162				15,967		
Community Banneker Bus								
G14006 Out-of School Prg.								
G15008 Summer Food Prg.	11,115	12,898						
G15009 Nature Days S/Star						4,223		
Griffy Lake Nature Day		2,336				0		
Wapehani I-69 Mitigation								
Leonard Springs Nature		3,806				3,939		
Banneker Nature Day		3,109				0		
NRPA Nutrition Hub		19,692	2,211			4,832		
Kaboom Play								
Youth & Adolescent Phy Act		8,004				1,691		
Goat Farm								
Giffy LARE		5,499	2,800					
Deer Cull		25,000						
Banneker ROI		13,979	13,688					
Other Misc Funds total:	11,115	120,627	33,177	27.50%	0	30,651		
TOTAL ALL FUNDS	10,622,638	9,537,723	3,479,577	36.48%	11,843,455	3,555,517	30.02%	2.18%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues May 2022								
	2021	2021	2021	2021%	2022	2022	2022%	
	Projected	Revenue	Revenue	of Revenue	Projected	Revenue	of Revenue	
	Revenue	as of	as of	Collected	Revenue	as of	Collected	%
	<u>for year</u>	<u>December</u>	<u>May</u>	<u>to date</u>	<u>for year</u>	<u>May</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,540,158	7,742,919		0.00%	6,542,219		0.00%	0.00%
Administration	500	388	178	45.93%	500	180	36.00%	0.89%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	186,600	168,091	4,954	2.95%	181,000	17,743	9.80%	258.15%
Frank Southern	215,100	105,137	10,734	10.21%	213,000	115,835	54.38%	979.15%
Golf Services	572,000	854,919	305,218	35.70%	699,000	284,862	40.75%	-6.67%
Natural Resources	0	45	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	12,900	5,908	460	1.50%	13,500	6,634	49.14%	1342.07%
Adult Sports	48,500	30,600	15,635	51.09%	16,000	13,985	87.41%	-10.55%
Youth Sports	39,800	32,909	-163	-0.50%	25,500	8,073	31.66%	102.02%
BBCC	15,000	15,789	10,914	69.13%	15,000	1,524	10.16%	-86.03%
Operations	0	0	0	0.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	28,150	41,725	11,875	28.46%	35,000	17,650	50.43%	48.63%
Urban Forestry	0	75	0	0.00%	0		0.00%	0.00%
Recover Forward	0	0	0	0.00%	0		0.00%	0.00%
Subtotal Program Re	1,118,550	1,255,585	359,804	28.66%	1,198,500	466,486	38.92%	29.65%
General Fund Total	7,658,708	8,998,503	359,804	4.00%	7,740,719	466,486	6.03%	29.65%
Non-Reverting Fund								
Administration	35,600	22,699	2,938	12.94%	35,600	126,572	355.54%	4208.33%
Health & Wellness	3,250	4,744	1,270	26.77%	6,450	978	15.16%	-23.01%
Community Relations	5,400	2,822	505	17.89%	3,000	3,900	130.00%	672.37%
Aquatics	85,503	84,190	33,255	39.50%	80,000	27,232	34.04%	-18.11%
Frank Southern	102,200	54,299	-15,869	-29.23%	91,300	16,950	18.56%	193.63%
Golf Services	149,300	233,894	78,198	33.43%	163,000	79,490	48.77%	1.65%
Natural Resources	71,400	49,369	16,361	33.14%	71,400	15,857	22.21%	-3.08%
Youth Programs	246,740	141,789	101,948	71.90%	163,500	133,038	81.37%	30.50%
*TLRC -Operational	730,428	596,325	181,645	30.46%	599,625	382,882	63.85%	110.79%
Community Events	192,459	130,293	64,647	49.62%	139,740	78,218	55.97%	20.99%
Adult Sports	138,300	94,849	39,756	41.92%	54,500	51,118	93.80%	28.58%
Youth Sports	3,502	7,520	103	1.37%	8,000	403	5.04%	291.21%
BBCC	7,600	9,571	5,913	61.78%	7,600	4,701	61.85%	-20.50%
Operations	68,900	131,747	49,645	37.68%	68,900	49,603	71.99%	-0.09%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard	31,500	51,346	3	0.01%	41,500	22,125	53.31%	644948.69%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,500	9,875	5,400	54.68%	14,600	8,300	56.85%	53.70%
N-R Fund subtotal:	1,881,982	1,625,332	565,717	34.81%	1,549,115	1,001,367	64.64%	77.01%
Other Misc Funds								

G18-19 MCCSC 21st	30,000							
G19-20 MCCSC 21st	14,210							
G20-21 MCCSC 21st		13,840	4,285					
G21 MCCSC 21st		9,162				17,496		
G14009 Summer Foo	27,864	11,631						
Communit Banneker E	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	50			40		
Banneker ROI								
Banneker Nature Days		3,109						
Yth & Adolescent Phy	8,000	8,467				1,691		
Nature Days Star								
2019 Deer Cull IN DN	25,000	25,000	25,000			23,389		
Other Misc Funds total	150,074	126,305	67,135		0	51,666		
TOTAL ALL FUNDS	9,690,764	10,750,140	992,656	9.23%	9,289,834	1,519,518	16.36%	53.08%

Non-Reverting Cash B	1	2	3	4	5	6	7
	Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
	Balance	as of	Misc.	as of	from	Revenue	Balance
	1/1/2022	5/31/2022	revenue	5/31/2022	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	278,693.84	126,572.15		670.78		125,901.37	404,595.21
Health & Wellness	14,839.13	977.75		56.25		921.50	15,760.63
Community Relations	36,781.63	3,900.00		696.80		3,203.20	39,984.83
Aquatics	358,145.31	27,232.00		2,528.41		24,703.59	382,848.90
Frank Southern Center	157,882.22	16,949.70		29,087.53		(12,137.83)	145,744.39
Golf Course	248,428.81	79,489.70		52,879.57		26,610.13	275,038.94
Natural Resources	354,568.40	15,856.50		31,451.82		(15,595.32)	338,973.08
Allison Jukebox	310,130.67	133,038.12		9,945.91		123,092.21	433,222.88
TLRC	(2,679,828.93)	344,116.97		446,141.30		(102,024.33)	(2,781,853.26)
TLRC Reserve	730,333.74	38,765.45		0.00		38,765.45	769,099.19
Community Events	510,539.99	78,218.07		32,525.04		45,693.03	556,233.02
Adult Sports	14,181.56	51,118.30		24,663.09		26,455.21	40,636.77
Youth Sports	5,155.50	402.95		3,177.16		(2,774.21)	2,381.29
Skate Park	575.42	0		0.00		0.00	575.42
Benjamin Banneker Cor	67,391.42	4,700.80		0.00		4,700.80	72,092.22
Childcare Program	(1,399.03)	0.00		0.00		0.00	(1,399.03)
Operations	242,465.81	49,602.88		19,593.54		30,009.34	272,475.15
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	250,311.69	22,125.17		2,642.14		19,483.03	269,794.72
Landscaping	13,454.36	0.00		0.00		0.00	13,454.36
Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
Urban Forestry	36,031.73	8,300.00		4,145.03		4,154.97	40,186.70
Change Fund	0.00	0.00		0.00		0.00	0.00
Deposits	0.00	0.00		0.00		0.00	0.00
TOTALS	956,174.06	1,001,366.51	0.00	660,204.37	0.00	341,162.14	1,297,336.20

* 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.

341,162.14
INCREASE/DECREASE FOR THE CURRENT

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
05/02/2022	2037699	6	FR	SHELT_THMPK_	RCA Small Shelter on 05/01/2022 at	Refund Now	grabowsm	59.00	0.00	59.00
05/04/2022	2039043	4	AR	245101_C	Kid City Original (245101-C)	Refund Now	PHILBECE	140.00	0.00	140.00
05/04/2022	2039251	6	AR	140009_A	Spring Equinox Fire Celebration and	Refund Now	grabowsm	5.00	0.00	5.00
05/04/2022	2039256	6	AR	240017_A	SUP for Parents and Kids (240017-A)	Refund Now	grabowsm	20.00	0.00	20.00
05/04/2022	2039256	6	AR	240017_A	SUP for Parents and Kids (240017-A)	Refund Now	grabowsm	20.00	0.00	20.00
05/04/2022	2039258	6	AR	240017_B	SUP for Parents and Kids (240017-B)	Refund Now	grabowsm	20.00	0.00	20.00
05/04/2022	2039258	6	AR	240017_B	SUP for Parents and Kids (240017-B)	Refund Now	grabowsm	20.00	0.00	20.00
05/05/2022	2039953	4	FR	SHELT_CASPK_	Lion's Den Shelter on 05/20/2022 at	Refund Now	PHILBECE	69.00	0.00	69.00
05/05/2022	2039969	6	AR	250213_A	Beginner: Tu/Th 5:30-6:30p.m. (2502	Refund Now	grabowsm	65.00	0.00	65.00
05/05/2022	2040083	6	AR	270202_A	Beginner/Intermediate (270202-A)	Refund Now	grabowsm	160.00	0.00	160.00
05/05/2022	2040083	6	AR	270201_A	Beginner/Intermediate Age 5-18 (270	Refund Now	grabowsm	120.00	0.00	120.00
05/05/2022	2040083	6	AR	270201_A	Beginner/Intermediate Age 5-18 (270	Refund Now	grabowsm	120.00	0.00	120.00
05/06/2022	2040558	4	FR	SHELT_BRYPK_	Bryan North Shelter on 05/29/2022 at	Refund Now	PHILBECE	59.00	0.00	59.00
05/06/2022	2040628	4	FR	SHELT_CASPK_	Sycamore Shelter on 05/20/2022 at	Refund Now	PHILBECE	10.00	0.00	10.00
05/07/2022	2041099	500	PSI	4014	FJ Flex XP (4014)	Refund Now	SIMSJA	109.95	7.70	117.65
05/09/2022	2042378	4	AR	245002_B	All Levels (245002-B)	Refund Now	PHILBECE	225.00	0.00	225.00
05/09/2022	2042710	6	AR	250301_C	Grade 4-5 Age 10-11 (250301-C)	Refund Now	grabowsm	75.00	0.00	75.00
05/10/2022	2043812	6	PSS	5650	Stage Rental (5650)	Refund Now	grabowsm	625.00	0.00	625.00
05/11/2022	2044329	4	AR	245101_H	Kid City Original (245101-H)	Refund Now	PHILBECE	140.00	0.00	140.00
05/12/2022	2045487	3	FR	SHELT_THMPK_	RCA Group Shelter on 06/04/2022 at	Refund Now	HALTI	74.00	0.00	74.00
05/13/2022	2045901	4	FR	SHELT_CASPK_	Sycamore Shelter on 07/30/2022 at	Refund Now	PHILBECE	10.00	0.00	10.00
05/16/2022	2049215	6	AR	245002_B	All Levels (245002-B)	Refund Now	grabowsm	215.00	0.00	215.00
05/16/2022	2049228	6	AR	245002_B	All Levels (245002-B)	Refund Now	grabowsm	215.00	0.00	215.00
05/18/2022	2050867	6	AR	245102_B	Kid City Quest (245102-B)	Refund Now	grabowsm	20.00	0.00	20.00
05/18/2022	2050867	6	AR	245102_D	Kid City Quest (245102-D)	Refund Now	grabowsm	180.00	0.00	180.00
05/18/2022	2050867	6	AR	245102_G	Kid City Quest (245102-G)	Refund Now	grabowsm	180.00	0.00	180.00
05/18/2022	2050867	6	AR	245102_I	Kid City Quest (245102-I)	Refund Now	grabowsm	180.00	0.00	180.00
05/19/2022	2051469	6	AR	245101_A	Kid City Original (245101-A)	Refund Now	grabowsm	108.00	0.00	108.00
05/19/2022	2051571	6	AR	165201_A	Large Organic Plot (165201-A)	Refund Now	grabowsm	53.00	0.00	53.00
05/19/2022	2051572	6	AR	165202_B	Small Organic Plot (165202-B)	Refund Now	grabowsm	40.00	0.00	40.00
05/19/2022	2051578	6	AR	240001_A	Canoe Find It? (240001-A)	Refund Now	grabowsm	10.00	0.00	10.00
05/19/2022	2051578	6	AR	240001_A	Canoe Find It? (240001-A)	Refund Now	grabowsm	10.00	0.00	10.00
05/19/2022	2051580	6	AR	240001_A	Canoe Find It? (240001-A)	Refund Now	grabowsm	10.00	0.00	10.00
05/19/2022	2051580	6	AR	240001_A	Canoe Find It? (240001-A)	Refund Now	grabowsm	10.00	0.00	10.00
05/23/2022	2055700	4	AR	235003_D	First Tee of Bloomington (235003-D)	Refund Now	PHILBECE	90.00	0.00	90.00
05/23/2022	2055700	4	AR	235003_D	First Tee of Bloomington (235003-D)	Refund Now	PHILBECE	90.00	0.00	90.00
05/23/2022	2055846	6	AR	245002_A	All Levels (245002-A)	Refund Now	grabowsm	215.00	0.00	215.00
05/24/2022	2056385	6	PSS	5903	Switch Yard Park Pavilion (5903)	Refund Now	grabowsm	350.00	0.00	350.00
05/24/2022	2056573	6	AR	235001_B	Junior Golf Clinic (235001-B)	Refund Now	grabowsm	35.00	0.00	35.00
05/24/2022	2056577	6	AR	235001_B	Junior Golf Clinic (235001-B)	Refund Now	grabowsm	35.00	0.00	35.00
05/24/2022	2056579	6	AR	235001_B	Junior Golf Clinic (235001-B)	Refund Now	grabowsm	40.00	0.00	40.00
05/24/2022	2056580	6	AR	235001_B	Junior Golf Clinic (235001-B)	Refund Now	grabowsm	35.00	0.00	35.00
05/24/2022	2056584	6	AR	235001_B	Junior Golf Clinic (235001-B)	Refund Now	grabowsm	35.00	0.00	35.00
05/24/2022	2056624	4	AR	220102_1B	Learn to Swim: Level 1 (220102-1B)	Refund Now	PHILBECE	70.00	0.00	70.00

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
05/25/2022	2057283	6	AR	220102_1B	Learn to Swim: Level 1 (220102-1B)	Refund Now	grabowsm	70.00	0.00	70.00
05/25/2022	2057491	6	AR	245002_A	All Levels (245002-A)	Refund Now	grabowsm	215.00	0.00	215.00
05/25/2022	2057541	6	AR	270202_D	Beginner/Intermediate (270202-D)	Refund Now	grabowsm	160.00	0.00	160.00
05/31/2022	2061272	4	AR	220102_1C	Learn to Swim: Level 1 (220102-1C)	Refund Now	PHILBECE	70.00	0.00	70.00
05/31/2022	2061272	4	AR	220102_1C	Learn to Swim: Level 1 (220102-1C)	Refund Now	PHILBECE	70.00	0.00	70.00
05/31/2022	2061651	6	AR	100003_A	Employee Red Cross Training (10000	Refund Now	grabowsm	34.00	0.00	34.00

Report Summary Totals

Total Refund Records:	50
Total Fees Refunded:	4,990.95
Total Tax Refunded:	7.70
Total Amount Refunded:	4,998.65

Refund Listing Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

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

REPORT SPECIFIC CRITERIA

Refund Type:	Refund Now
Begin Service Item:	
Begin League:	
Begin Locker:	
Begin Trip:	
Begin Activity Section:	
Begin Pass:	
Begin Rental Item Code:	
Begin Inventory Item:	
Begin Ticket:	
Begin Facility:	
Begin Refund Date:	05/01/2022 - Actual Date 05/01/2022
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	05/31/2022 - Actual Date 05/31/2022
End Trip:	<u>ZZZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Service Item:	<u>ZZZZZZZZZZ</u>
End Locker:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	500

Bloomington Parks and Recreation Surplus Declaration Form

Jun-22

Jun-22

[illegible]



STAFF REPORT

Agenda Item: A-7
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Cassia LeBron-Williams, Program/Facility Coordinator
DATE: June 28th, 2022
SUBJECT: I SHINE CLEANING CONTRACT

Recommendation

Staff recommends approval of the contract with I Shine contract not to exceed \$2,200
Funds will be from account 200-18-187500-53990.

Background

The Banneker Community Center has worked with I Shine in the past and is in need of cleaning services once again. I Shine was able to provide pricing and services on a quick timeline and with affordable pricing. Based on previous experience we felt comfortable using them again.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Cassia LeBron-Williams", is positioned above a horizontal line.

Cassia LeBron-Williams, Program/Facility Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
I SHINE CLEANING, 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 I Shine Cleaning, LLC ("Contractor").

Article 1. Scope of Services Contractor shall provide cleaning services at the Banneker Community Center ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Cassia Lebron Williams 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 Two Thousand and two hundred dollar (\$2200). 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. 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:

Alternating routine cleaning and cleaning of the kitchen and restrooms during the month of July
Deep cleaning at the beginning of August

Alternating routine cleaning and cleaning of the kitchen and restrooms during the months of August, September, October and December
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: Cassia Lebron Williams 401 N. Morton, Bloomington, IN 47402. **Contractor:** ISHINE Cleaning. 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

ISHINE Cleaning, LLC

Destiny Walden, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

Date

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ 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.

IShine Cleaning

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-8
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Cassia LeBron-Williams, Program/Facility Coordinator
DATE: June 28th, 2022
SUBJECT: TERMINIX CONTRACT

Recommendation

Staff recommends approval of the contract with Terminix contract not to exceed \$1,000
Funds will be from account 200-18-187500-53990.

Background

The Banneker Community Center has worked with Terminix in the past and is in need of green pest management services once again. Terminix was able to provide pricing and services on a quick timeline and with affordable pricing. Based on previous experience we felt comfortable using them again.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Cassia LeBron-Williams", is positioned above a horizontal line.

Cassia LeBron-Williams, Program/Facility Coordinator

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

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

Article 1. Scope of Services Contractor shall provide pest management services at the Banneker Community Center ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Cassia Lebron-Williams 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 Dollars (\$1,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Cassia Lebron-Williams, 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:

Terminix will do an initial service in July and then monthly moving forward.

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: Cassia Lebron-Williams 401 N. Morton, Bloomington, IN 47402. **Contractor:** Terminix. 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

TERMINIX

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

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Terminix

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-9
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Cassia LeBron-Williams, Program/Facility Coordinator
DATE: June 28th 2022
SUBJECT: HARRELL-FISH INC ADDENDUM TO CONTRACT

Recommendation

Staff recommends approval of the addendum to the HFI contract not to exceed \$3,000. Funds will be from account 200-18-187500-53630

Background

The Banneker Community Center and the Allison-Jukebox Community Center current hold a maintenance contract with Harrell-Fish Inc. (HFI) for routine service. Recently, one of the three aging HVAC systems for the kitchen broke and these additional funds will cover the repair. We are aware that all three units need to be replaced and they are on the capital list for the Department.

RESPECTFULLY SUBMITTED,

Cassia LeBron-Williams, Program/Facility Coordinator

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND
HARRELL FISH INC FOR THE REPAIR AND MAINTENANCE OF HVAC UNITS AT THE BANNEKER
COMMUNITY CENTER**

(Entered in this ____ day of _____, 2022)

WHEREAS, in January of 2022 the City of Bloomington Department of Parks and Recreation (the “Department”) and Harrell-Fish Inc (“Contractor”) entered into an Agreement for repairs and maintenance for the HVAC units at the Banneker Community Center

WHEREAS, the Department wishes to extend the contract to include repairs needed to the kitchen HVAC unit

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

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

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

NOW, THEREFORE, the parties hereto mutually agree to addend the Agreement to include as follows:

Article 1. Scope of Services: Contractor will remove and replace the compressor, contactor, and capacitor and filter drier of the kitchen unit as well as startup and verify operation of the unit.

Article 4. Compensation: To addend the Agreement to reflect the additional charge of the repair not to exceed three thousand dollars (\$3,000).

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

HARREL-FISH, INC

Paula McDevitt, Director
Parks and Recreation Department

Aaron Wagoner

Kathleen Mills, Park Board President
Board of Park Commissioners

Beth Cate, Corporation Counsel



STAFF REPORT

Agenda Item: A-10
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: June 28, 2022
SUBJECT: PARTNERSHIP AGREEMENT WITH MAD 4 MY DOG

Recommendation

Staff recommends approval of the 2022 partnership agreement between Bloomington Parks and Recreation and Mad 4 My Dog for the Drool in the Pool event. No money will be paid out in this partnership.

Background

Drool in the Pool is in its 17th year. This is the sixth year for this partnership but Mad 4 My Dog has been part of the event since it started. We are excited to have them as our event partner again this year. Last year, Drool in the Pool was very successful with 170 dogs and 250 humans participating from the Bloomington community and surrounding areas over the two days.

Highlights include:

- The event will be held on Wednesday and Thursday, August 3rd and 4th from 5-8p.m. at Mills Pool. There will be doggie contests both nights and dog-related businesses and organizations will be on site for the second night of the event.
- Dogs will be allowed to swim in the pool's zero entry area and splash pad, and in the main pool. Dog guards will be on duty to oversee all pool activity.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator



COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this _____ day of _____, 2022, by and between the Bloomington Parks and Recreation Department (BPRD), and Mad 4 My Dog.

WHEREAS, there is a need for a summer dog event in Bloomington: and,

WHEREAS, the BPRD and Mad 4 My Dog desire to cooperate in the provision of a community event called Drool in the Pool for dogs and owners; and,

WHEREAS, Mad 4 My Dog is qualified to perform such services; and,

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1. Purpose of Agreement:

The goal of this project is to outline a program partnership which will provide a fun summer event for dogs and their owners of the Bloomington community by combining available resources from each partner to the Agreement.

2. Duration of Agreement:

This Agreement commences on June 28, 2022 and expires on August 31, 2022 unless terminated earlier as provided under Article 7.

3. Bloomington Parks & Recreation

The goals of BPRD are to partner with other community agency(s) and provide opportunities for the Bloomington community, specifically dogs and their owners, to participate in an affordable and fun summer event called Drool in the Pool. The event, to be held at Mills Pool, on Wednesday and Thursday, August 3 and 4, from 5:00-8:00 pm is designed to create social, safe, and fun opportunities for dogs and their owners.

BPRD agrees to:

- 3.1. Create and assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 3.2. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- 3.3. Mail out sponsorship/vendor information to past participants.
- 3.4. Promote Drool in the Pool at other major family-friendly BPRD events prior to the event.
- 3.5. Share all marketing/promotional material with Mad 4 My Dog prior to advertising.
- 3.6. Provide program publicity by publishing information provided by Mad 4 My Dog in the Department's seasonal program brochure.
- 3.7. Provide the Community Events Coordinator and additional full-time/part-time staff necessary for the event.
- 3.8. Assist with providing volunteers.
- 3.9. Contact and schedule Animal Control officers to be onsite during event to check dog vaccination records.
- 3.10. Provide maintenance staff who shall be assigned to maintain and prepare the facility on the day of the event. Additional maintenance support staff needed to perform other repairs, tasks and services shall also be provided.
- 3.11. Facilitate the pool area during the event.
- 3.12. Provide staff and volunteers to serve as "dog guards" for the event.
- 3.13. Provide the services of the Community Events Coordinator as a liaison, consultant and contact person between Mad 4 My Dog and BPRD.
- 3.14. Be responsible for on-site registration and check-in.
- 3.15. Take any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues by referral to BPRD on the designated form within 24 hours of observation.
- 3.16. Provide Mills Pool as the facility to house the community event.
- 3.17. Work with the Aquatics Manager to open and close the facility and assist with facility-related matters.

- 3.18. Provide tables and chairs necessary for all activities for the event.
- 3.19. Provide temporary fencing for the event.
- 3.20. Provide regular checking, stocking and maintenance of locker rooms.
- 3.21. Develop all sponsorship materials for distribution.
- 3.22. Design and order the event t-shirts.
- 3.23. Provide a sound system and a 10x10 pop-up tent.
- 3.24. Provide an emcee and contest judges for the event.

4. Mad 4 My Dog

The goals of Mad 4 My Dog are to partner with another community agency and provide an opportunity for the Bloomington community, specifically dogs and their owners, to participate in an affordable and fun summer event called Drool in the Pool. The event, to be held at Mills Pool, on Wednesday and Thursday, August 3 and 4, from 5:00-8:00 pm is designed to create social, safe, and fun opportunities for dogs and their owners.

Mad 4 My Dog agrees to:

- 4.1. Maintain close contact with Bill Ream, Community Events Coordinator, and address any related issues to his attention.
- 4.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 4.3. Provide a grand prize to be given away at the event.
- 4.4. Secure all prizes for contests.
- 4.5. Assist in providing volunteers necessary for the event.
- 4.6. Refer any citizen concerns, reports or problems to BPRD within 24 hours of observation.
- 4.7. Assist with set-up and tear-down of event.
- 4.8. As possible, provide staff for each night of the event.

5. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership between Mad 4 My Dog and BPRD for Drool in the Pool.

BPRD and Mad 4 My Dog agree to:

- 5.1. Share all marketing/promotional material between both partners involved **prior to** any advertising.
- 5.2. Coordinate safety management and regulate visitor flow of Drool in the Pool.
- 5.3. Coordinate acknowledgement and thank yous for sponsors.
- 5.4. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.
- 5.6. The possession of alcoholic beverages, drugs and other illegal controlled substances 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.

6. Notice and Agreement Representatives:

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

Bloomington Parks and Recreation
Becky Higgins, Recreation Services Director
P.O. Box 848,
Bloomington, IN 47402
(812) 349-3713

Mad 4 My Dog
Madalyn Moorman, Owner
4235 W. State Road 46
Bloomington, IN 47404
(812) 876-8134

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

Bloomington Parks and Recreation
Bill Ream, Community Events Coordinator
(812) 349-3748

Mad 4 My Dog
Madalyn Moorman, Owner
(812) 876-8134

7. **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

Beth Cate, Corporation Counsel

Mad 4 My Dog

Madalyn Moorman, Owner

City of Bloomington Parks and Recreation

Paula McDevitt, Director

Kathleen Mills, President
Board of Park Commissioners

APPENDIX A-1

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 ____, 2022.

Notary Public

Printed name

My Commission Expires: _____



STAFF REPORT

Agenda Item: A-11
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: June 28, 2022
SUBJECT: CONTRACT FOR SERVICES WITH SOUTHSIDE RENTAL

Recommendation

Staff recommends approval of the contract for services with Southside Rental for the rental of tents, stages, tables, and chairs. The service agreement is not to exceed \$4,800 (Community Events NR- 4th of July Parade- 201-18-186507-53730 = \$1,800; Performing Arts Series – 201-18-186500-5399 = \$500, GF – 200-18-186500-53990 = \$2500).

Background

The Department will be renting equipment including tents, stages, and tables for a few events including Switchyard Park concerts, the Fourth of July Parade on July 4th, and the Holiday Market on November 26th.

The Department has rented equipment from Southside Rental 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
SOUTHSIDE RENTAL
FOR
RENTALS FOR EVENTS**

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Southside Rental (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to rent tables, chairs, stage risers, tents and accompanying equipment to assemble and secure items; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform delivery, set up, take down and removal of the rented tables, chairs, stage risers, and tents (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

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

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed four thousand eight hundred dollars (\$4,800). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Bill Ream
City of Bloomington Parks and Recreation
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

City of Bloomington Parks and Recreation		Southside Rental
Attn: Bill Ream		Attn: Chris Hoke
401 N. Morton, Suite 250		1717 S. Walnut St.
Bloomington, Indiana 47402		Bloomington, IN 47401

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

Article 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**SOUTHSIDE RENTAL**

Beth Cate, Corporation Counsel

Name of Signatory, Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Switchyard Park Concert Series:

Deliver and set up tent(s) on the lawn next to the main stage in Switchyard Park

Fourth of July Parade:

Deliver and set up 20’ x 40’ tent and 90 chairs on the south lawn of the Monroe County Courthouse on Kirkwood Avenue

Deliver and set up stage risers, two (2) 10’ x 10’ tents and four (4) 6’ banquet tables in front of the Fountain Square Mall entrance on Kirkwood Ave.

Holiday Market:

Deliver and set up two (2) 30’ x 30’ and one (1) 30’ x 40’ tent in the south parking lot of the Showers Building on Morton Street

EXHIBIT B

“Project Schedule”

Switchyard Park Concert Series:

Delivery and set up of tent will be completed by 2pm on the day of the concert. Tear down and removal of tent will be in the morning of the day after the concert.

Fourth of July Parade:

Delivery and set up of equipment will be completed by noon on Sunday, July 3, 2022. Tear down and removal of equipment will be immediately following the parade (approx. 1pm) on Monday, July 4, 2022.

Holiday Market:

Delivery and set up of tents will be Friday, November 25, 2022 and take down and removal of tents will be completed by Monday, November 28, 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.

Southside Rental

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-12
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Mark Marotz Operations Superintendent
DATE: June 28, 2022
SUBJECT: B&L SHEET METAL & ROOFING – BANNEKER COMMUNITY CENTER
DOWNSPOUT REPLACEMENT

Recommendation

Staff recommends approval of contract with B&L Sheet Metal & Roofing to replace approximately 11 feet of damaged downspout on east side of Banneker Center.

Contract amount is for \$950.00. The funding source is the 2016 GO Bond - Series GL-977-18-18016a-54510.

Background

A piece of downspout on the east side of the Banneker Community Center is damaged effecting the drainage on that side of the building. B&L Sheet Metal & Roofing will fabricate a new piece of 24 gauge downspout, install and hookup to the existing underground drain pipe to help move rainwater away from the building

RESPECTFULLY SUBMITTED,

Mark Marotz, Operations Superintendent

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

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and B&L Sheet Metal and Roofing, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall replace existing damaged downspout located on the east side of the Banneker Community Center ("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 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 nine hundred fifty dollars (\$950.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Attn Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Work may begin July 5, 2022 and is 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 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: B&L Sheet Metal & Roofing.** 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

B&L Sheet Metal & Roofing

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.

B&L Sheet Metal & Roofing

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-13

Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: June 28, 2022
SUBJECT: SERVICE AGREEMENT WITH CORE RESTORATION, LLC

Recommendation

Staff recommends review/approval of a Service Agreement with Core Restoration, LLC.

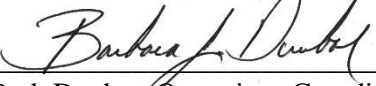
Funding source for this is 176-18-G21005 (Parks ARPA fund). Contract amount is \$4,499.

Background

Previously, the Parks Department was utilizing the services of Crisis Cleaning, INC., for the cleanup of encampments and other related incidents. This company recently closed down and has sold much of their business to Core Restoration, LLC, e.g. equipment, materials & supplies. In addition, some of the employees have also transitioned over to Core Restoration.

The practice of using this type of service continues to be an excellent use of financial resources for the Department and is a critical factor in keeping parks employees safe from potential exposures and hazards when encampment and related cleanup is required.

RESPECTFULLY SUBMITTED,


Barb Dunbar, Operations Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CORE RESTORATION, LLC**

This Agreement, entered into on this 28th day of June, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Core Restoration, LLC ("Contractor").

Article 1. Scope of Services Contractor shall provide commercial clean-up services for the Department on an as needed basis. ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar and/or Mark Marotz as the Department's Project Manager(s). Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

Article 6. Schedule Contractor shall perform the Services on an as needed basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Caleb Jones, jonescaleb76@gmail.com. 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

CORE RESTORATION, LLC

Beth Cate, Corporation Counsel

Caleb Jones, President

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature _____

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

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.

Core Restoration, LLC

By: _____
Signature

Printed

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-14
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: June 28, 2022
SUBJECT: REVIEW/APPROVAL OF AGREEMENTS WITH PFROMMER
APPRAISAL INC. AND GOLDIN APPRAISAL GROUP

Recommendation

Staff recommends approval of this agreement. Funding Source: 201-18-184000-53990
Total dollar amount of contract: \$400.00 Pfrommer Appraisal Inc.
\$500.00 Goldin Appraisal Group

Background

The agreement will allow for two property appraisals of a 5-acre property adjacent to Leonard Springs Nature Park. This property is located directly adjacent to the current existing Leonard Springs entrance and parking area, and parallels the internal gravel road that gives access to the area where Nature Day programs take place. Parks staff have been notified that the property owner may be interested in selling, and the potential acquisition of this property presents a unique opportunity to improve access and parking for Leonard Springs that is otherwise impossible. The topography of parks-owned land will not allow for an easy expansion of the parking and trailhead area, but acquiring this property would allow for improvements and would also improve safety for MCCSC programs visiting the property, protect a karst feature that feeds directly into the cave and underground water system at Leonard Springs, create a larger buffer between the park and neighbors, and create a new area for environmental mitigation. As part of performing due diligence on the property, the City orders two appraisals to assess the value.

RESPECTFULLY SUBMITTED,

Steve Cotter, Natural Resources Manager

2021-January

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION
DEPARTMENT
AND
PFROMMER APPRAISAL INC.**

This Agreement, entered into on this 28TH day of June, 2022, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Pfrommer Appraisal Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall provide a real estate appraisal for the buildings and land at 4675 S. Leonard Springs Rd. (“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 Steve Cotter as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 Dollars (\$400.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Steve Cotter 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:
Appraisal shall 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: Project Manager, 401 N. Morton, Bloomington, IN 47402.
Contractor: Pfrommer Appraisal Inc. 2002 E. Ashwood Ln. Bloomington, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all

prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

CITY OF BLOOMINGTON

Pfrommer Appraisal Inc.

Beth Cate, Corporation Counsel

William Pfrommer, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF)

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

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

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

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.

Pfrommer Appraisal Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION
DEPARTMENT
AND
GOLDIN APPRAISAL GROUP**

This Agreement, entered into on this 28TH day of June, 2022, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Goldin Appraisal Group (“Contractor”).

Article 1. Scope of Services Contractor shall provide a real estate appraisal for the buildings and land at 4675 S. Leonard Springs Rd. (“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 Steve Cotter as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 Hundred Dollars (\$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: Steve Cotter 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:
Appraisal shall 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: Steve Cotter, 401 N. Morton, Bloomington, IN 47402.**

Contractor: Goldin Appraisal Group 101 W. Kirkwood Ave. #235 Bloomington, IN 47404.

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

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

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

CITY OF BLOOMINGTON

Goldin Appraisal Group

Beth Cate, Corporation Counsel

Jeff Goldin, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

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

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Goldin Appraisal Group

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:

Administrator
Review\Approval

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: **June 28, 2022**
SUBJECT: **SERVICE AGREEMENT WITH REPUBLIC SERVICES, INC FOR GREEN WASTE DISPOSAL**

Recommendation

Staff recommends the approval of this Service Agreement with Republic Services, INC for green waste disposal. Funding source: 200-18-189500-53950. Amount not to exceed \$4,000.

Background

Republic Services, INC will provide two (2) 30 cubic yard dumpsters for collection and disposal of green waste at a local composting facility. The dumpsters are located at the BPR Operations Center, 545 South Adams Street, and Switchyard Park Maintenance Building, 1601 South Rogers Street, Bloomington, Indiana. They will be emptied on an “as needed” basis.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
REPUBLIC SERVICES, INC**

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

Article 1. Scope of Services Contractor shall provide two (2) 30 cubic yard dumpsters ("Services") for collection and disposal of green waste generated by the Operations Division Staff. The dumpsters are located at **Switchyard Park**, 1601 S. Rogers Street, and **BPR Operations Center**, 545 South Adams Street, Bloomington, Indiana. They will be emptied on an "as needed" basis. ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks, City Landscaper, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Joanna Sparks, City Landscaper 401 N. Morton, Bloomington, IN 47402. **Contractor: Republic Services, 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

REPUBLIC SERVICES, INC

Beth Cate, Corporation Counsel

Name, 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 _____, 2021.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Republic Services, 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-16
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: August 28, 2022
SUBJECT: REVIEW/APPROVAL OF AGREEMENT WITH BRUCE WILDS SECURITY
FOR GRIFFY LAKE NATURE PRESERVE DEER HUNT

Recommendation

Staff recommends approval of this agreement. Funding Source: 201-18-184000-53990
Total dollar amount of contract: \$4,968

Background

The agreement will provide for security during the Griffy Lake Nature Preserve Community Hunting Access Program hunt. The contractor will patrol the parking lots near the dam and boathouse, and the perimeter of the park, during the hunt to inform the public that the park is closed. The patrols will be done between 5:00 a.m. and 11:00 a.m., and between 1:00 p.m. and 7:00 p.m. on each of the four days of the hunt. This year's CHAP hunt will take place on November 12, 13, 19 and 20.

RESPECTFULLY SUBMITTED,

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

Steve Cotter, Natural Resources Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BRUCE WILDS SECURITY
FOR
GRIFFY DEER HUNT**

This Agreement, entered into on this 28th day of June, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bruce Wilds Security ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to conduct a deer hunt at Griffy Lake Nature Preserve

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

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

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

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

Article 1. Scope of Services

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

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Three Thousand Eight Hundred and Eighty-eight Dollars (\$3888.00). 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:

Steve Cotter
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify 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	Bruce Wilds Security
Attn: Steve Cotter	Attn: Bruce Wilds
401 N. Morton, Suite 250	602 Waterloo Ct.
Bloomington, Indiana 47402	Bloomington, IN 47401

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

Article 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**Bruce Wilds Security**

Beth Cate, Corporation Counsel

Bruce Wilds, Owner

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Contractor shall provide security services during the deer hunt at Griffy Lake Nature Preserve. Monitoring the parking lots at the Griffy Boathouse and at the dam, informing visitors that the property is closed and contacting the Bloomington Police Dept. if necessary.

EXHIBIT B

“Project Schedule”

Contractor shall provide security services from 5:00 a.m. till 11:00 a.m. and from 1:00 p.m. till 7:00 p.m. on November 12, 13, 19 and 20.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Bruce Wilds

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: B-1
Date: 6-15-2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: June 28, 2022
SUBJECT: BRAVO AWARD – CORTLAND CARRINGTON

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Cortland Carrington, a volunteer with the Farmers' Market Advisory Council and a Farmers' Market vendor, with this month's Bravo Award.

Background

Cortland is the owner of American Mushroom & Spice Company. He started this company with the idea that he could produce superior mushrooms in a sustainable way. He is also a retired United States Air Force officer and a veteran of tours in Iraq, Afghanistan, and the Horn of Africa.

In March of 2020, Cortland began serving as President of the Farmers' Market Advisory Council. This Council consists of 10 members and acts in an advisory capacity to the Board of Park Commissioners and Parks staff on policy matters relating to the Bloomington Community Farmers' Market. His calm and steady approach to leadership has been invaluable in the Council's planning efforts for the 50th Anniversary celebration of our Farmers' Market.

Cortland's passion for food and service is best summarized in his own words: "*When people have good food in front of them, they stop, they smile, and they eat. And nearly every person on this planet begins to tell their story.*"

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: C-1
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Scott Pedersen, Youth/Adult Sports Coordinator
DATE: June 28, 2022
SUBJECT: REQUEST FROM BLOOMINGTON JUNIOR LEAGUE BASEBALL ASSOCIATION TO NAME WINSLOW SPORTS COMPLEX FIELDS

Recommendation

Staff recommends approval of Bloomington Junior League Baseball Association (BJLBA) requests to name Field #2 and Field #4 for two long standing board members per Bloomington Parks and Recreation Policy #13010

Background

The relationship between the City of Bloomington and the Bloomington Junior League Baseball Association spans many years. Both organizations have benefitted from a Cooperative Partnership Agreement to provide a quality baseball program for the youth of Bloomington.

The BJLBA board of director's submitted letters to the Board of Park Commissioners requesting Field #2 at Winslow Sports Complex be named for long standing BJLBA board member Ronald W. Drahos. In addition, BJBLB board submitted a letter requesting Field #4 be named long standing BJLBA board member Dave Huss. Both letters describe the many contributions both have made to the Bloomington Junior League Baseball Association.

Representatives from BJBLB will be present at the Board of Park Commissioners to present the request in person and answer questions.

RESPECTFULLY SUBMITTED,

Scott Pederson
Scott Pedersen, Youth/Adult Sports Coordinator

2021-January

**Parks & Facilities
Naming Procedure: 13010**

Date: October 27, 2009

Reviewed: October, 2020

POLICY RE: Park, Facility, Rooms and Park Structures Naming Procedure

1. A request for the naming of a Park and Recreation park, facility, room or park structure should be made in the form of a written letter addressed to the President of the Parks Board. The written letter shall contain:
 - appropriate information documenting why the individual, citizen, or interest group feels the name would be appropriate
 - any significant civic contribution an individual made which would warrant naming a park, facility, room or park structure after them
 - documents community contributions the individual made or documents why a specific geographical or location based name has been suggested to the Board of Park Commissioners
2. Upon receiving this request, the Board of Park Commissioners President and/or their designated representative shall individually review the suggested name and a short description of this policy with each Park Commissioner to discuss the appropriateness of the request and its potential for approval.
3. Upon completion of individual review by Park Commissioners, the Board President and/or their designated representative shall contact the concerned citizen and/or special interest group to discuss the request and express any concerns that exist.
4. Should the individual citizen and/or special interest group wish to continue their request to name a Park and Recreation park, facility, room or park structure the item may be added to the agenda for the next regularly scheduled public meeting of the Board of Park Commissioners for consideration and possible action.
5. Any member of the Board of Park Commissioners may initiate a request to name a park, facility, room or park structure.



June 20, 2022

The BJLBA General & Executive boards have both unanimously voted in favor of naming Field 2 Ronald W Drahos Field.

Ron has been involved in youth baseball in Bloomington (BJLBA) Little League, Babe Ruth, Cal Ripken & now USSSA spanning over 40 years. His beginnings in Bloomington youth baseball predate even Winslow Sports Complex itself.

In his time at Winslow, Ron has worn about every hat imaginable, from coaching to umpiring to President to Secretary. His dedication to fairness and fun has steered BJLBA in a direction that had benefited thousands of children during his time.

Before technology made such things a little easier, Ron meticulously split the teams evenly every season, ordered and distributed all uniforms (and still does with socks, baseballs and both player and umpire equipment!) and has (and currently still does) distribute and maintain all league equipment.

The BJLBA General & Executive Boards wholeheartedly request and hope you grant Field 2 at Winslow Sports Complex now and forever shall be named Ronald W. Drahos Field.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Wynalda". The signature is fluid and cursive, with a large, stylized "M" and "W".

Mark Wynalda

BJLBA President



June 20, 2022

Dear City of Bloomington Parks and Recreation,

The BJLBA General & Executive boards have both unanimously voted in favor of naming Field 4 at Winslow Sports Complex Dave Huss Field.

Dave has been involved in youth baseball in Bloomington (BJLBA) Little League, Babe Ruth, Cal Ripken & now USSSA spanning over 30 years. He has coached the Bloomington Lions Club BJLBA 9-10 year old baseball team almost that entire time, in addition coaching youth softball and football.

In his time at Winslow, Dave has served in almost every capacity imaginable, from his extensive coaching to umpiring (which he also does for USSSA on the weekends) to President to his current titles as and Commissioner AND Concessioner.

Dave not only makes every schedule for all of the leagues, including the juggling act of rainouts, working around school nights and holidays, he also orders and maintains all concessions and the upkeep of the concession stand itself.

Dave also has a meticulous memory of every game he has ever coached and can tell you scores and results from every city championship he ever won (and maybe even those he didn't win!)

The BJLBA General & Executive Boards wholeheartedly request and hope you grant Field 4 at Winslow Sports Complex now and forever shall be named Dave Huss Field.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Wynalda".

Mark Wynalda

BJLBA President



STAFF REPORT

Agenda Item: C-2
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Mark Sterner, General Manager (TLRC)
DATE: June 28, 2022
SUBJECT: CONTRACT WITH EMERALD GRADING AND EXCAVATING, INC

Recommendation

Staff recommends approval of contract with Emerald Grading and Excavating, Inc for grade and level of field #5 at Winslow Sports Complex. The amount not to exceed \$7640.00 from GF 200-18-187202-53220.

Background

The history of Field #5 and Field #6 was use by Bloomington High School South and Monroe County Senior League Baseball Association (MCSLBA). BHSS has since constructed their own baseball and softball facilities. The MCSLBA user group participation numbers have declined with their need for field space reduced to only field #6. Both of these scenarios created a field capacity issue which we have impacted with making an effort to rent field space to user groups.

Winslow Sports Complex Field #5 has been rented to a soccer user group for the past four years to fill field capacity. In that time the soccer user group has increase the number of hours of use as participation numbers increase. Therefore, to accommodate the increase in the soccer user group with projections for the program to continue to grow, the contract would convert the current field #5 baseball field to an open green playing field which to accommodate a number of differing soccer field configurations.

RESPECTFULLY SUBMITTED,

Mark Sterner, General Manager (TLRC)

2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Emerald Grading and Excavating, INC
FOR
Field 5 Project – Winslow Sports Complex**

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Emerald Grading and Excavating INC.

WITNESSETH:

WHEREAS, the Department wishes to grade/level field 5 infield; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform professional grading/leveling (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 September 30, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Scott Pedersen, 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 Seven Thousand six hundred and forty (\$7,640). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

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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		
Attn: Scott Pedersen		
401 N. Morton, Suite 250		
Bloomington, Indiana 47402		

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON**NAME OF CONTRACTOR**

Beth Cate, Corporation Counsel

Name of Signatory, Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

- Rip up and turn over infield to a depth of 16” using a small dozer.
- Blend soils together using rotary tiller.
- Five tri axle loads of topsoil.
- Grade infield area to achieve uniform sheet draining of the area.
- Haul all debris from the grading worksite.

EXHIBIT B

“Project Schedule”

Work is set to begin in July of 2022 until completion.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Contractor

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-3
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Mark Sterner, General Manager- TLRC
DATE: June, 2022
SUBJECT: 2022 PRICE SCHEDULE AMENDMENT – BLOOMINGTON YOUTH BASEKTBALL

Recommendation

Staff seeks to amend the 2022 price schedule as it relates to season II of Bloomington Youth Basketball.

Background

The Twin Lakes Recreation Center operates three seasons of Bloomington Youth Basketball. Our first season is instructional. Season II and III are traditional with team practices and games. Season II operates from mid-October until mid-December. Season III spans from January until mid-March. The program unexpectedly experienced an increase in the cost of game officials season II (2021) and season III (2022). This occurred just after the price schedule was approved for 2022. It is our recommendation to increase the registration fee from \$85.00 to \$95.00. The last fee increase was in 2012. This recommendation places Bloomington Youth Basketball in line with the current market value of other youth basketball programs in the area.

RESPECTFULLY SUBMITTED,

Mark Sterner, General Manager, TLRC



STAFF REPORT

Agenda Item: C-4
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility Program Manager
DATE: June 28, 2022
SUBJECT: CONTRACT WITH CARPETSPLUS COLORTILE FOR FRANK SOUTHERN ICE ARENA

Recommendation

Staff recommends approval of a contract with CarpetsPlus Colortile for the replacement of carpet, in the entry and lobby area, at FSC. The contract will include the removal of the old carpet, removal of old adhesives, and installation of new carpet in the main entrance and installation of Mondo Sport Impact in the lobby area. The replacement carpet will be paid for with a general obligation bond.

Background

The Frank Southern has worked with CarpetsPlus Colortime for previous projects and have been satisfied with the work completed. The carpet in the entry and lobby was installed in 2009 and is very aged.

RESPECTFULLY SUBMITTED,

Dee Tuttle, Sports Facility Program Manager

**AGREEMENT BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CARPETSPLUS COLORTILE
FOR FRANK SOUTHERN ICE ARENA**

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and CarpetsPlus Colortile (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to replace the carpet in the entry/lobby area at Frank Southern Ice Arena. Carpet will be installed in the entry area and Mondo Sports Impact will be installed in the lobby area ; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the removal of existing carpet, removal of adhesives, surface grind concrete, prep for new flooring and placement of new carpet and tile (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 1, 2022 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Frank Southern Ice Arena Facility Manager 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 Three Thousand, Two Hundred Thirty Two dollars and Ninety Eight cents (\$23,232.98). 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:

Frank Southern Ice Arena
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.

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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.

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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

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

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All 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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Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

City of Bloomington	CarpetsPlus Colortile
Attn: Dee Tuttle	Greg Taggart
401 N. Morton, Suite 250	1180 S. Liberty Dr., Suite 160
Bloomington, Indiana 47402	Bloomington, IN 47403

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON**CARPETSPLUS Colortile**

Beth Cate, Corporation Counsel

Greg Taggart, Commercial Salesperson

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:

Carpet Removal- squares and adhesives

Quarter Round/ Shoe Mold New

Transitions

New Carpet Installation In Entry Area

New Mondo Sport Impact Flooring in Lobby Area where carpet is currently installed

EXHIBIT B

“Project Schedule”

Project completion prior to August 1, 2022

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

CarpetsPlus ColorTile

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



City of Bloomington Tabulation Form



Date: 6/15/2022

Department Contact Information	
Name	Dee Tuttle
Address	Recreation Dept. PO Box 848
City, State, ZIP	Bloomington, IN 47402
Phone	(812)349-3762
Email	tuttled@bloomington.in.g

Quote/Bid Tabulation for
Parks and Recreation
Banneker Community Center Carpet

VENDORS	Entry Carpet and Lobby Mondo					
CarpetsPlus Colortile	\$23,232.98					
Bounds Flooring, Inc.	\$24,995.50					
Jack Laurie Group	\$24,400.00					

Bid or Quote will be awarded to: CarpetsPlus ColorTile



STAFF REPORT

Agenda Item: C-5
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: June 28, 2022
SUBJECT: ADOPT-A-MEDIAN PARTNERSHIP AGREEMENT BY ELDERS JOURNEY
HOMECARE ON CLARIZZ BOULEVARD

Recommendation

Staff recommends approval of this partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Elders Journey Homecare to Adopt-A-Median on Clarizz Boulevard. There will be no money exchanged in this partnership.

Background

BPRD maintains numerous street medians, roundabouts, and public right-of-ways throughout Bloomington. Of these, there are three grassy medians on Clarizz Boulevard. Each has been 'adopted' since 2005. In the spring of this year one of the long-time adopters decided to end our partnership. Within weeks Elders Journey Homecare contacted us to express their desire to become the new 'adopter'. They agree to regularly maintain the turf, keep the litter picked up and generally keep the median looking good for passersby. This partnership will be in effect for five years.

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



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

Adopt-A-Median Partnership Agreement

This agreement between the City of Bloomington, Department of Parks and Recreation (hereafter “City”) and **Elders Journey Homecare**, (hereinafter “Adopter”) is to provide a means of improving, beautifying, and maintaining the median located on **Clarizz Boulevard**. The median described is approximately 250 feet in length and 12 feet in width.

All materials and labor necessary for the improvement and maintenance of the median 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 median.

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.

The City of Bloomington reserves the right to provide and place no more than two (2) signs of City design in a location in the median visible from the street indicating that the median has been “adopted” by the Adopter. The costs associated with the manufacture, maintenance, and placement of the sign(s) shall be borne by the City of Bloomington.

The median 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 median will be adopted for another five (5) year period. All materials provided by Adopter under this Agreement will remain property of the Adopter and Adopter may remove the materials, or negotiate to sell them to the City, when the Agreement concludes or is terminated by either party.

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

Agreed to the _____ day of _____, 2022

“ADOPTER”;

“CITY”;

“By:

_____, Owner Date
Elders Journey Homecare

_____, Director Date
Paula McDevitt, Director
City of Bloomington
Parks and Recreation Department

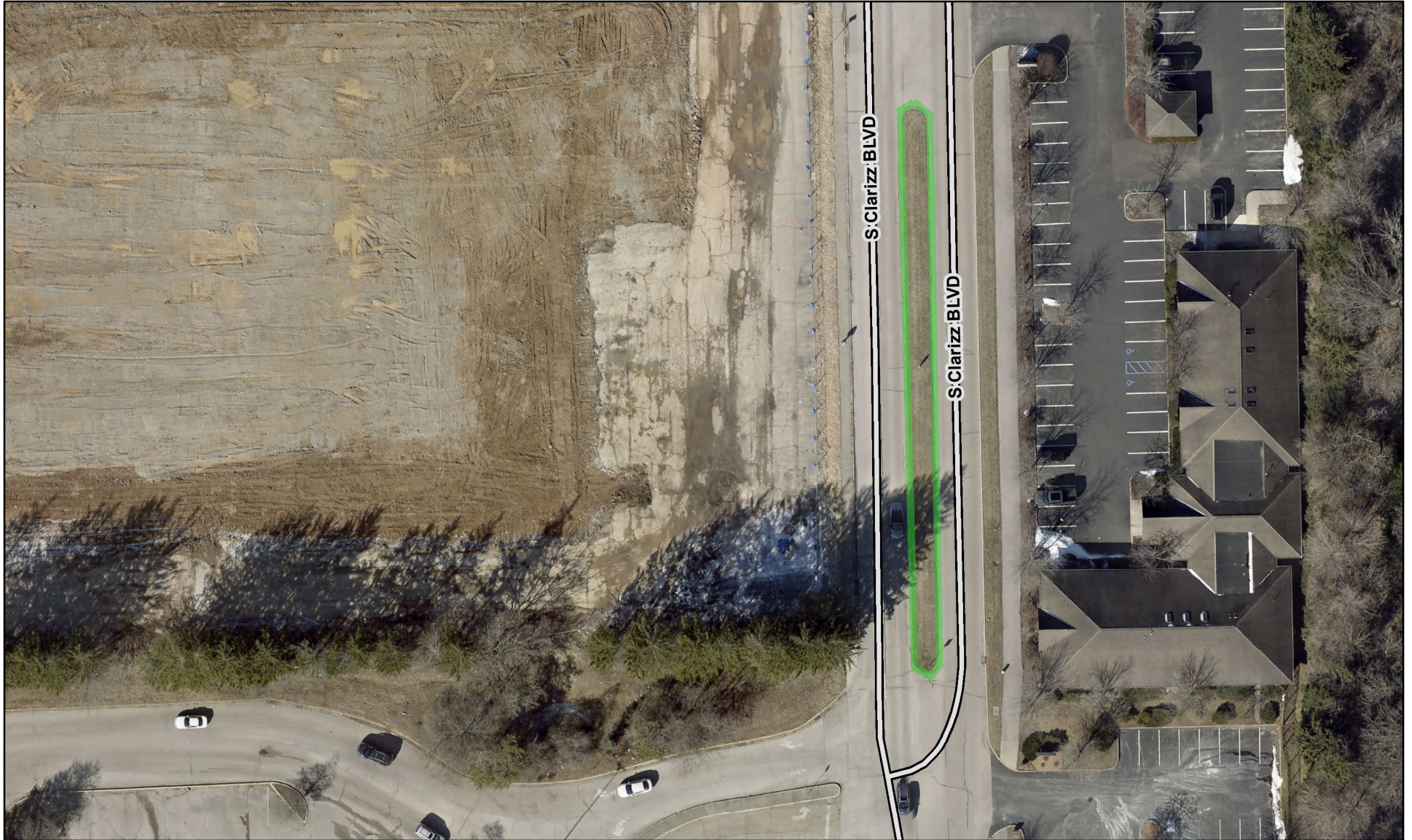
_____, President Date
Kathleen Mills, President
Board of Park Commissioners

_____, Corporation Counsel Date
Beth Cate, Corporation Counsel
City of Bloomington

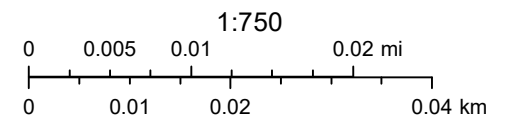
_____, Director Date
Adam Wason, Director
City of Bloomington
Public Works Department

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

Clarizz Blvd Median (south)



Road Names





STAFF REPORT

Agenda Item: C-6
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch, Urban Forester
DATE: June 28, 2022
SUBJECT: CONTRACT WITH F.A. BARTLETT TREE EXPERT COMPANY FOR 2022
EMERALD ASH BOER TREATMENT

Recommendation

Staff recommends approval of an agreement with Bartlett Tree Experts for treatment of various City Ash trees for Emerald Ash Borer.

Amount: \$14,924.00

Funding Source: 200-18-189503-53990

Background

Ongoing three year treatment cycle of various City Ash trees. Treatment of 1148 total diameter inches of trees, approximately 73 trees, using a systemic root flare injection.

RESPECTFULLY SUBMITTED,

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

Erin Hatch, Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
F.A. BARTLETT TREE EXPERT COMPANY
FOR
2022 EAB TREATMENT FOR VARIOUS CITY ASH TREE**

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and F.A. Bartlett Tree Expert Company (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to perform systemic treatments to help suppress Emerald Ash Borer; and

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

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

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

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

Article 1. Scope of Services

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

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fourteen Thousand Nine Hundred Twenty-Four Dollars and zero cents (\$14,924.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Erin Hatch
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404
erin.hatch@bloomington.in.gov

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 F.A. Bartlett Tree Expert Company 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		F.A. Bartlett Tree Expert Company
Attn: Erin Hatch		Attn: Rick Barker
401 N. Morton, Suite 250		PO Box 681521
Bloomington, Indiana 47402		Indianapolis, IN 46268

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**F.A. BARTLETT TREE EXPERT COMPANY**

Beth Cate, Corporation Counsel

Richard Barker, So. Indiana Representative

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:

Perform a systemic root flare injection treatment to help suppress Emerald Ash Borer. One treatment of Tree-Age to be applied to approximately 1,148 total diameter inches worth of trees, accounting for around 73 trees. Trees to be located both in City of Bloomington Parks and Recreation property, and along City streets within the public right of way.

EXHIBIT B

“Project Schedule”

Treatment to be completed by December 31, 2022.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

F.A. Bartlett Tree Expert Company

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: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch, Urban Forester
DATE: June 28, 2022
SUBJECT: APPOINTMENT OF TREE COMMISSION MEMBER BY THE BOARD OF PARK COMMISSIONERS

Recommendation

Staff recommends appointment of George Hegeman to the Tree Commission by the Board of Park Commissioners. This will be a three-year term.

Background

George has served as a long-time member on the Tree Commission, with a recent lapse in sitting on the Tree Commission. It is within the Tree Commission's interest to appoint a member with a long history of institutional knowledge when it comes to trees and the Tree Commission in Bloomington.

RESPECTFULLY SUBMITTED,

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

Erin Hatch, Urban Forester

onboard

City of Bloomington, Indiana – John Hamilton, Mayor

Admin

Erin Hatch

[Boards/Commissions](#)[People](#)[Seats](#)[Liaisons](#)[Apply](#)**Tree Commission (1 Vacancy)**[Back to applications](#)

No Seats Selected

Diya Bhattacharjee**Email**

diybhattach@yahoo.com

Phone Number

3176873630

Address

919 S. Rogers St.

City

Bloomington

Zip

47403

Do you live in the city limits?

Yes

Occupation

Unemployed

How did you hear of this opening?

City Website

If other, please describe:**Please explain your interest****Please describe your qualifications**

Include a resume (optional)

Hannah Gregory

Email

hannah@canopybloomington.org

Phone Number

8107015646

Address

207 South Clark Street

City

Bloomington

Zip

47408

Do you live in the city limits?

Yes

Occupation

Forestry Director, CanopyBloomington

How did you hear of this opening?

City Staff

If other, please describe:

Please explain your interest

I want to join the Bloomington Tree Commission to maximize my impact on the future of Bloomington's urban forest, as an extension of my personal passion for trees and my interest of strengthening CanopyBloomington's capacity to fulfill our mission. I'm also interested in helping update the Tree Care Manual, so Bloomington residents have access to current information about what species to plant and how to plant them to align with codes of ordinances and regulations. Since working for CanopyBloomington, I've been made aware of confusion and misconceptions held by Bloomington residents about residential versus public right-of-way trees, so being in this position could help me address this concern better in tandem with the City. Holding this position would open another possibility for CanopyBloomington to work with the City towards reaching shared goals outlined in the 2019 Urban Forestry Plan and the 2020 Climate Action Plan. Since we work on residential land primarily, me filling this vacancy could extend the reach that the Commission has and

be beneficial for both the Commission and CanopyBloomington to engage in fluid information sharing and decision making across the full extent of Bloomington's urban forest (private and public land). Serving on the Commission would alleviate another barrier to the synergistic relationship that we seek with the City and will help foster a more inclusive, comprehensive space to educate and engage Bloomington residents in environmental stewardship and ensure our urban forest is resilient for years to come.

Please describe your qualifications

After I graduated in 2019, I was hired into a position overseen by IU's Landscape Services and SustainIU staff to complete a comprehensive tree inventory on IU's campus. One other employee and I geolocated 12,000+ trees and collected data on species type and DBH measurements as well as performed a health assessment of each tree and gave a list of maintenance needs to inform campus arborists. A colleague and I performed in-depth qualitative, quantitative, spatial, and predictive analysis using the inventory data and baseline data from the 2016 tree inventory to track patterns and compare results. The results also involved a suggested species list and preferred planting site map. We presented these results to the Vice President of Capital Planning and Facility Operations to help leverage more support for staff maintaining campus trees. The data was used to secure \$100,000 of annual funding to treat ash trees that remain in fair condition to avoid removing them. I create a public, interactive mapping platform of the tree inventory data that can be found here: <https://arcg.is/18TjjH0>. A similar private map that retains sensitive fields regarding maintenance needs is used by campus arborists to plan out their maintenance schemes and to track all tasks on a per-tree basis. Additionally, I'm a Research Associate and GIS Analyst for IU's Environmental Resilience Institute (ERI). In this role, I perform literature reviews and research to inform up-to-date urban forestry metrics/indices and analysis techniques which are used by my research group. Together, we clean, process, and analyze Indiana tree inventories and canopy assessment data obtained from 20+ municipalities across the state., we are investigating the relationship between the qualitative and quantitative characteristics of these tree inventories and block-group level socioeconomic and demographic data. The results of these findings will be published in two separate manuscripts expected to be released in summer 2022. Through this role I'm a contributor the Bloomington Urban Forestry Research Group and I also curate the Indiana Green City Mapper platform, which can be found here: <https://indiana-green-city-mapper-iu.hub.arcgis.com/>. My latest endeavor was becoming the Forestry Director of a new nonprofit in Bloomington, CanopyBloomington, where I'm responsible for developing and managing the urban forestry, tree planting/tending, and related educational programs, including the effective data collection and communication of programmatic results and impact. This role involves curating preferred, climate-changed informed species lists, performing site evaluations and submitting 811 locates, speaking with and educating Bloomington residents about best tree planting and care practices, and leading our upcoming Youth Tree Tenders Program. In addition to the analysis I've done on the Bloomington tree inventory for my ERI position, I've continued in-depth analysis through this role to identify neighborhoods and areas in Bloomington that are lacking tree canopy and have opportunity to home more trees, especially on private property. I am seeking to become an ISA certified arborist and intend to do so this year, as well.

Include a resume (optional)

Hannah_Gregory_Resume.pdf

Ramsay Harik

Email

ramsayharik@gmail.com

Phone Number

317-590-0239

Address

1926 Dexter St.

City

BLOOMINGTON

Zip

47401

Do you live in the city limits?

Yes

Occupation

landscape designer

How did you hear of this opening?

Other

If other, please describe:

from current member

Please explain your interest

I have a long-standing and deep interest in trees, particularly native trees. My interest in Bloomington's trees goes way back (I grew up here), as I have always both admired them and imagined ways they could better serve our community. I am especially concerned with the problem of invasives and would welcome the opportunity to contribute to the city's ongoing eradication efforts. Issues of aesthetics are also important to me: trees need to be chosen both for their ecological merits and for the look they impart to a particular spot. Luckily our many native species give us plenty of options for meeting both criteria! In short, then, I have both passion and expertise to offer the Tree Commission. It would be a pleasure to be part of this group, several of whose members I already know.

Please describe your qualifications

I am a Master Gardener and Native Plant Steward, as well as owner of Deep Roots Landscape Design. I have a biology background, also. I am also the creator of The Deer Cage, a device which protects individual trees and shrubs from deer damage.

Include a resume (optional)**George Hegeman**

Emailhegemang@iu.edu

Phone Number8123362709

Address2219 East Rock Creek Drive

CityBloomington

Zip47401

Do you live in the city limits?Yes

OccupationRetired microbiologist (IU Biology Dept.)

How did you hear of this opening?Other

If other, please describe:I am a recent past member of the T. C.

Please explain your interest

I have a life-long interest in plant organismal biology. I am an orchardist and tree farmer (60 acres in northern Monroe County). I have lived in Bloomington since 1972 and know its neighborhoods and tree canopy well. I am interested in seeing that canopy grow and develop in a diverse way. I am interested in City tree maintenance and in how Bloomingtonians interact with their urban forest. As a microbiologist by professional training I can bring expertise on host-parasite problems.

Please describe your qualifications

I am a retired Ph. D. microbiologist/biochemist with over 40 years experience in teaching and research. I am a long-time member of the Monroe County Health Board. I am a member of the Board of the Bloomington-Monroe County League of Women Voters. I am a former member of the City Community Market Board and of the County Extension Board. I am a winner of the Louisville Courier-Journal Farm Forestry Award. I am a former member of the Bloomington City Tree Commission and I am very familiar with its work. I helped to write a portion of the last edition of the City Tree Care Manual.

Include a resume (optional)

Brief_bio_for_George_Hegeman.pdf

Heather Jones**Email**

heatherjones164@gmail.com

Phone Number

812-679-9521

Address

6665 N. Utt Dr.

City

Bloomington

Zip

47408

Do you live in the city limits?

No

Occupation

Arborist

How did you hear of this opening?

City Staff

If other, please describe:**Please explain your interest**

I would like to aid our city forester in any way I can. I would like to help get citizens involved in our urban forest. I would like to see if more funds can be raised for the city forester so we can get caught up on training and planting trees. I would also like to help efforts to eradicate poor tree work practices within the city.

Please describe your qualifications

10 years as an estate gardener. 7 years (March 1st 2022) as a commercial arborist specializing in training young trees, planting, root flare excavations, and creating better conditions for healthy trees.

Include a resume (optional)



STAFF REPORT

Agenda Item: C-8
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: June 28, 2022
SUBJECT: REVIEW/APPROVAL OF ENVIRONMENTAL RESOURCES ADVISORY COUNCIL APPOINTMENT

Recommendation

Staff recommends approval of Environmental Resources Advisory Council appointment Marne Potter.

Background

The Environmental Resources Advisory Council (ERAC) acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) members and one (1) ex-officio member. Members of the council shall generally serve for a period of two (2) years. There is currently one vacant position on the advisory council due to a previous member moving out of state.

RESPECTFULLY SUBMITTED,

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

Rebecca Swift, Natural Resources Coordinator

Marne Potter

Email: marnepotter@gmail.com

Phone Number: 812-269-0730

Address: 3400 S. Acadia Court

City: Bloomington

Zip: 47401

Do you live in the city limits?

Yes

Occupation

Web Administrator at Indiana University

How did you hear of this opening?

Other

If other, please describe:

Denise Gardiner (current board member)

Please explain your interest

I've lived on the south side of Bloomington and within walking distance of several city parks and green spaces for over 20 years. Not only do I visit them frequently to walk, see birds, and enjoy the natural world but I've come to care for these patches of nature within the frenetic, human-dominated urban landscape. As a long-time birder my interactions with these spaces began and continue with the birds--watching pileated woodpeckers raise families in Winslow Woods, Cooper's hawks perform display flights over Olcott Park, and a bluebird chase a fox squirrel down a tree and across the trail at the Creek's Edge Trail. I saw my first yellow-bellied sapsucker at Leonard Springs and the trails at Griffy are some of my all-time favorite places to go birding. One Spring, not too long ago, I noticed that where Winslow Woods had been cleared of invasive species it was carpeted with native wildflowers. The change was stunning. That was when I was truly convinced that removing invasive species was a huge boon even for small urban parks. So, I started volunteering at the joint MC-IRIS/Bloomington Parks & Rec First Saturday Weed Wrangels. I've been doing these for a little over two years now and even though I can't claim to have become an expert I've learned a lot about both invasive and native plant species. So, why do I want to be an Environmental Resources Advisory Council board member? Because I love Bloomington's parks and green spaces and want to see them flourish for people, plants, and wildlife long into the future.

Please describe your qualifications

I've been birding Bloomington's city parks for over 20 years, which has given me knowledge about what birds typically use the parks I frequent and how that has changed, or not, over the past couple of decades. I'm also an MC-IRIS volunteer and am learning about how invasive plant species are being controlled in the city parks.



STAFF REPORT

Agenda Item: C-9
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: June 28, 2022
SUBJECT: CONTRACT WITH CASSADY ELECTRIC TO INSTALL FIVE NEW LIGHT POLES AT SEMINARY PARK

Recommendation

Staff recommends approval of a contract with Cassady Electric for the installation of five (5) new pole lights at Seminary Park.

The contract amount is not to exceed \$11,089.73 and will be paid for with TIF funds through the Redevelopment Commission. This contract is contingent on RDC approval at their 7/5/22 meeting.

Background

In December 2021, a project was authorized through the RDC to purchase and install five new light poles at Seminary Park to replace broken and vandalized existing light poles in the park. The purchase of lights was authorized in December 2021 and the lights arrived in May 2022. Quotes were solicited to install the lights and Cassady Electric provided the lowest quote. Lights will be installed sometime before October 31, 2022.

RESPECTFULLY SUBMITTED,

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

Tim Street, Operations and Development Division Director

2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CASSADY ELECTRICAL CONTRACTORS, INC
FOR
LIGHT INSTALLATION AT SEMINARY PARK**

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

WITNESSETH:

WHEREAS, the Department wishes to install new LED light pole fixtures at Seminary Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to install the infrastructure and light poles (the "Services" as further defined below); and

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

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

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

Article 1. Scope of Services

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

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 eleven thousand eighty-nine dollars and seventy-three cents (\$11,089.73). 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		Cassady Electrical Contractors, Inc.
Attn: Tim Street		Attn: Brad Hetser
401 N. Morton, Suite 250		PO Box 53
Bloomington, Indiana 47402		Ellettsville, IN 47429

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

CASSADY ELECTRICAL CONTRACTORS

Beth Cate, Corporation Counsel

Brad Hetser

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”



Mail: P.O. Box 53, Ellettsville, IN 47429 • Bus.: 5600 W State Road 46
Phone (812) 332-7361 • FAX (812) 336

May 25, 2022
City Of Bloomington –Seminary Park

Cassady Electrical Contractors Inc is pleased to offer a quote to do the following

- Remove (2) remaining acorn lights
- Remove (7) existing old pole bases
- Remove old electrical wiring at pole bases
- Install (5) new concrete pole bases per print
- Install new PVC conduit and wiring from existing outdoor panel to pole light locations
- Install (5) new pole lights (owner furnished)
- Install Wiegman steel Enclosure at service

For the sum of \$ 11,089.73 (Eleven Thousand Eighty Nine Dollars & 73/100 Cents)

Brad Hetser

Project Manager

Cassady Electrical Contractors Inc

EXHIBIT B

“Project Schedule”

Work will be completed by October 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.

Cassady 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-10
Date:

Administrator
Review\Approval

TO: Board of Park Commissioners
FROM: Mark Marotz Operations Superintendent
DATE: June 28, 2022
SUBJECT: Contract with E&B Paving for asphalt repair at Southeast Park

Recommendation

Staff recommends approval of contract with E&B Paving to replace deteriorated asphalt on a portion of the trail at Southeast Park.

Contract amount is \$14,478.90. Funding source is 176-18-G21105-53990 (ARPA Funding).

Background

At Southeast Park there is a portion of the trail coming off the parking lot that takes you north towards the tennis courts that is severely deteriorated, causing accessibility concerns. The deteriorated area is approximately 170 square yards or 1530 square feet. E&B Paving will remove the deteriorated area and install new asphalt.

RESPECTFULLY SUBMITTED,

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

Mark Marotz, Operations Superintendent

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
E&B PAVING, LLC
FOR
SOUTHEAST PARK ASPHALT 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 E&B Paving, LLC (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to have a deteriorated section of asphalt replaced at Southeast Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the removal of damaged asphalt and installation of a new asphalt surface (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 31st, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed fourteen thousand four hundred seventy-eight dollars and ninety cents (\$14,478.90). 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:

Mark Marotz, Operations Superintendent
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	E&B Paving, LLC
Attn: Mark Marotz, Operations Superintendent	Attn: Jeff Ooley
401 N. Morton, Suite 250	2520 W Industrial Park Drive
Bloomington, Indiana 47402	Bloomington, IN 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON**E&B PAVING, LLC**

Beth Cate, Corporation Counsel

Signature

Paula McDevitt, Director
Parks and Recreation Department

Name & Title of Signatory

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

E&B Paving LLC will remove and replace approximately 170 sq yard or 1530 sq feet of the asphalt approach to the trail at Southeast Park off of the parking lot going north towards the tennis courts.

EXHIBIT B

“Project Schedule”

Work is to be completed by August 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.

E&B 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-11
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: June 28, 2022
SUBJECT: ADDENDUM TO CONTRACT WITH SCENIC CONSTRUCTION TO COMPLETE CHANGE ORDER THREE

Recommendation

Staff recommends approval of a contract addendum with Scenic Construction Services to complete final items identified in Change Order Three.

The contract amount is not to exceed \$11,655.00 and will be funded from the Bicentennial Bond: 980-18-18018B Project 980 220B.

Background

This third and final change order for the Cascades Phase V project authorizes the purchase of an additional 60 lineal feet of limestone block. The additional block is necessitated by a layout design change made during construction to build the seating bumpout areas along the streambank wall.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SCENIC CONSTRUCTION SERVICES, INC.
FOR
CHANGE ORDER THREE 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 24, 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:

- The purchase of an additional 60 lineal feet of cut limestone block to accommodate a layout design change made during construction (laying out the seating areas in 90 degree angles instead of 45 degrees).

Article 4. Compensation: To amend the Agreement to reflect the additional charge of not to exceed eleven thousand six hundred fifty-five dollars (\$11,655.00).

All 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

SCENIC CONSTRUCTION

Paula McDevitt, Director
Parks and Recreation Department

Tony Biasi

Kathleen Mills, Park Board President
Board of Park Commissioners

Beth Cate, Corporation Counsel



STAFF REPORT

Agenda Item: D-1
Date: 6/22/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: June 28, 2022
SUBJECT: COMMUNITY EVENTS YEARLY REPORT

Recommendation

For information only.

Background

This report is intended for information only and to highlight the many events and activities hosted this year by the Community Events Staff. The attached presentation slide deck reviews programs held place from January – June and provides dates and times for upcoming events and programs through the end of 2022. The presentation highlights community favorites such as the Farmers' Market, Community Gardens, Performing Arts Series, Fourth of July Parade, Touch a Truck and many more! It also highlights some new programming such as Pet Expo, International Food and Art Festival, Adult Field Day and Splash and Glow.

The Community Events Area is comprised of five dedicated staff with years of experience and commitment to the community. Thank you to Bill Ream, Crystal Ritter, Clarence Boone, Sarah Mullin and Haylie Pryson.

RESPECTFULLY SUBMITTED,

Leslie Brinson, Community Events Manager