

CITY OF BLOOMINGTON
Parks and Recreation

Per Executive Order by the Governor this meeting will be conducted electronically. The public may access this meeting at the following link:

<https://bloomington.zoom.us/j/91010079225?pwd=VGh1dUx2S0pWYk8xelPnaGRqK2xDdz09>

Meeting ID: 910 1007 9225 - Passcode: 472462

+1 301 715 8592 US (Washington D.C) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York)
+1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose)
Find your local number: <https://bloomington.zoom.us/j/91010079225?pwd=VGh1dUx2S0pWYk8xelPnaGRqK2xDdz09>

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, August 17, 2021 4:00pm – 5:30pm
CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of July 27, 2021
- A-2. Approval of Claims Submitted July 28, 2021 – August 16, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Reports
- A-5. Review/Approval Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Review/Approval of contract with Dynasty Painting for exterior concession stand repairs at Olcott Park
- A-8. Review/Approval of contract with Lentz Paving for Sherwood Oaks Park tennis courts
- A-9. Review/Approval of service agreement with Master Rental for event tent rental and installation
- A-10. Review/Approval of service agreement with VET Environmental Engineering, LLC for mold testing

B. OTHER BUSINESS

- B-1. Review/Approval of 2022 Parks General Fund Budget (Paula McDevitt)
- B-2. Review/Approval of contract with Bruce Wilds Security for Community Hunting Access Program (Steve Cotter)
- B-3. Review/Approval of partnership agreement with Indiana University Outdoor Adventures for outdoor recreation programs (Steve Cotter)
- B-4. Review/Approval of memorandum of agreement with Summer Star Foundation for Griffy Lake Nature Days (Steve Cotter)
- B-5. Review/Approval of 0.83 acre quitclaim deed from the Mill Development (Tim Street)

C. REPORTS

- C-1. Recreation Division - Banneker 2021 Summer Camp Update (Erik Pearson)
- C-2. Administration Division - No Report
- C-3. Operations Division - No Report
- C-4. Sports Division - No Report

D. PUBLIC HEARINGS/APPEARANCES

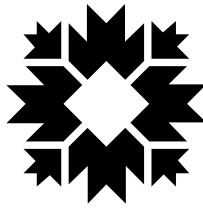
- D-1. Public Comment Period
- D-2. Bravo Award - None
- D-3. Parks Partner Award - None

D-4. Staff Introductions - None

ADJOURNMENT

Statement on public meetings during public health emergency: As a result of Executive Orders issued by the Governor, the Council and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:

- allowing members of the Council or its committees to participate in meetings electronically;*
- posting notices and agendas for meetings solely by electronic means;*
- using electronic meeting platforms to allow for remote public attendance and participation (when possible);*
- encouraging the public to watch meetings via Community Access Television Services broadcast or FB livestream, and encouraging remote submissions of public comment (via email, to mcdevitp@bloomington.in.gov or during FB livestream).*



CITY OF BLOOMINGTON
Parks and Recreation

A-1

8-17-2021

Board of Park Commissioners
Meeting Minutes

Tuesday, July 27, 2021
4:00pm – 5:30pm

Zoom Meeting

CALL TO ORDER - ROLL CALL

The meeting was called to order by Kathleen Milles at 4:00 p.m.

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

A. CONSENT CALENDAR

- A-1. Approval of Minutes of June 22, 2021
- A-2. Approval of Claims Submitted June 22, 2021 – July 26, 2021
- A-3. Approval of Non-Reverting Budget Amendment
- A-4. Review of Business Report
- A-5. Review of Credit Card Refund Report
- A-6. Approval of Surplus
- A-7. Review/Approval of partnership with Mad for My Dog for Drool in the Pool community event
- A-8. Review/Approval of addendum to El Mercado partnership agreement to expand event on to Elm St.
- A-9. Review/Approval of addendum to partnership agreement with Civic Theater for performance date change
- A-10. Review/Approval of service agreement with Raheem Elmore for touch up to BLM street mural on Elm St.
- A-11. Review/Approval of service agreement with Christina Elm for touch up to BLM street mural on Elm St.

Ellen Rodkey made a motion to approve the consent calendar A-1 through A-11. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

Kathleen Mills stated; agenda items D-1 and D-2 were rescheduled from the June meeting and would be moved up on the July agenda.

D-1. Bravo Award - Gillian Field

Sarah Owen, Community Relations Coordinator, BPRD recognized Gillian Field for her incredible volunteer efforts, serving as a supervisor to multiple Weed Wrangle events across several City park locations. Over 406 total volunteer hours were provided during these events. Gillian was a member of the Monroe County Identify and Reduce Invasive Species (MC-IRIS), an active and dedicated group that focuses on the removal of invasive plants species from local green spaces. Gillian had been an enthusiastic leader in helping preserve and beautify city parks. BPRD recognized Gillian Field as the June Bravo Award recipient.

Gillian Field thanked the Board for the award, and thanked BPRD for providing a great service to the community.

Board Comments the Board thanked Gillian Field for her volunteer hours.

D-2. Parks Partner Award - Choice Realty & Management

Sarah Owen, Community Relations Coordinator, BPRD recognized Choice Realty & Management as an outstanding collaborator and supporter. Choice Realty & Management had been a generous supporter of the BPRD Performing Arts Series and Movies in the Parks. The generosity of sponsors like Choice Realty & Management, allowed BPRD to offer

these types of programs to the community free of charge. BPRD appreciated the support of Lori Todd and Choice Realty & Management and presented them the Parks Partner Award.

Lori Todd thanked the Board, and looked forward to continuing the partnership with BPRD.

Board Comments the Board thanked Lori Todd for her generous support of BPRD.

B. OTHER BUSINESS

B-1. Review/Approval of Addendum to Marshall Security Contract for Parks and B-Line Trail

Tim Street, Operations and Development Division Director, on June 22, 2021 the Department entered into a contract with Marshall Security to provide overnight security at Switchyard Parks. Due to numerous security issues that occurred during daytime hours, staff recommended approval of the addendum with Marshall Security. Both parties mutually agreed to addend the original contract to add day time security patrols at several parks, facilities and the B-Line Trail. The addendum reflected the additional charge \$52,500.

Board Comments: Jim Whitlatch inquired: on the number of shifts that would be provided and the number of security officers per shift. Tim Street responded: there would be two shifts per day, and one security officer per shift. Jim Whitlatch inquired: how the security detail would be delegated among the parks. Tim Street responded: the security detail would shadow BPRD custodian staff at the beginning of the day. After that time, if no other area had been identified by BPRD staff, the security detail would make rounds to the other locations via a vehicle that would be certified for both street and trail use. Any necessary adjustment could be made to the route if needed. The security detail would be available during the day if situation occurred at a park site. A communication plan would be discussed on how staff would notify the security detail of any issues that occurred. Jim Whitlatch inquired: how Marshall Security would communicate with Bloomington Police Department. Tim Street responded: Marshall Security had direct contact with BPD, however in an emergency situation 911 would be called. Jim Whitlatch commented: Interaction between BPRD and BPD was encouraged, as well as for BPD to patrol the parks. At one time there were plans for BPD to patrol on bicycles. The events that had occurred in the parks were not acceptable. The parks needed protected. Not only to those who use the parks but also to staff. Tim Street responded: BPD had primary jurisdiction over the parks, and would be present in the parks to the extent that they would be able. Paula McDevitt, Director responded: BPRD and BPD worked very closely and would meet on a regular basis. The security hired, was to support BPRD staff that were in the field. BPRD maintenance staff and facility staff had been pulled off daily tasks to manage behavior issues or cleanup vandalism. The security detail would provide staff the opportunity to get back to their responsibility of programing and maintaining parks. Kathleen Mills commented: hiring private security for the parks was an extraordinary step and seemed to be the best temporary solution. Perhaps the substation at Switchyard Park would be staffed by BPD, and cut down on some of the vandalism and behavior. Israel Herrera inquired: if the type of vandalism that occurred was the same at each location, and if the public would have the ability to contact Marshall Security. Tim Street responded: hiring a private security company guaranteed, there would be someone in the parks with the training and appropriate background to look out for the users and staff safety. Safety would be the focus during the daytime hours. The vandalism was an issue that mainly occurred in early morning hours. The one security office during daytime shifts would need to be kept as a staff resource. The public would be encouraged, and would receive a quicker response by calling 911. Ellen Rodkey commented: this would not be a sustainable long term solution, and additional work needed to be done towards finding other solutions. Ellen Rodkey thanked: Paula McDevitt and Tim Street for providing a solution to protect BPRD staff, and thanked the staff for the work they do.

Ellen Rodkey made a motion to approve the addendum to Marshall Security contract for Parks and B-Line Trail. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.

B-2. Review/Approval of Partnership Agreement with Trustees of I.U. for Urban Forestry Mail Based Survey

Erin Hatch, Urban Forester, in order to evaluate impacts of city tree planting, maintenance, and citizen understanding of the urban forestry program, staff recommended approval of the partnership agreement with Trustees of I.U. and Researchers Stephanie Freeman-Day, PHD student and Dr. Burnell Fischer. The Research Team would conduct a mail-based survey to gather community members responses related to the City's urban forestry program and projects. The Research Team would provide the City a short report, documenting the survey process and results. Funding for the project would be from the Bicentennial Bond Fund –Trees, in an amount not to exceed \$3,000.

Board Comments: Kathleen Mills inquired: if any thoughts had been given to a web-based survey. Erin Hatch responded: research was more supportive of a mail-based survey for more statistically accurate results, as the address are randomly selected. Jim Whitlatch inquired: what end result were anticipated from the survey. Erin Hatch responded: the survey was

geared towards what the impact of tree planting and other urban forestry programs have on people's perception of the urban forest. What was their own individual actions, as well as if people knew there were city trees and that BPRD took care of them. Jim Whitlatch commented: the survey could help us learn if the public knew about the penalties for removing city trees.

Ellen Rodkey made a motion to approve the partnership agreement with Trustees of Indiana University for Urban Forestry mail based survey. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.

B-3. Review/Approval of Partnership Agreement with CanopyBloomington for Urban Forestry Programs and Events

Erin Hatch, Urban Forester, in order to bridge urban forestry management that occurred on public City owned lands and private properties, staff recommended approval of the partnership agreement with CanopyBloomington. Both parties would host joint educational programming and volunteer events to teach about tree planting, pruning, and any other relevant urban forestry topics. BPRD would allow CanopyBloomington staff and volunteers to conduct planting and tree work on City trees with the oversight of a Certified Arborist.

Board Comments: Kathleen Mills inquired: if CanopyBloomington was a new organization. Erin Hatch responded: it was a new non-for-profit organization that was developed in the last year. The founders were Sheryl Woodhouse and Dr. Sarah Mincey. Jim Whitlatch inquired: if CanopyBloomington was a local chapter of a larger organization. Erin Hatch responded: it was a standalone organization.

Ellen Rodkey made a motion to approve the partnership agreement with CanopyBloomington for Urban Forestry Programs and Events. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.

B-4. Review/Approval of Addendum to Resolution 21-02 Bloomington Parks and Recreation 2021-2025 Master Plan

Paula McDevitt, Director, on February 23, 2021 the Board of Park Commissioners approved Resolution 21-02 approving the 2021-2025 Master Plan. In April 2021, the Indiana Department of Natural Resources Division of State Parks request a final rewrite of the natural features section of the Master Plan. On June 2, 2021, Troyer Group provided and IDNRD accepted an addendum to the natural features section of the Master Plan. Staff recommended approval of Resolution 21-04, approving the 2021-2025 Master Plan Addendum.

Board Comments: Jim Whitlatch commented: the natural feature section was very interesting, and suggested using it as an educational tool. Paula McDevitt responded: ways of using it would be considered. It was also critical to have the approval of the IDNRD for future grant applications. Israel Herrera inquired: about the resolution number on the documents. Paula McDevitt stated: the error was discovered, and a corrected document had been sent to the Board prior to the meeting.

Ellen Rodkey made a motion to approve Resolution 21-04. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.

B-5. Review/Approval of Service Agreement with Commercial Service at Banneker

Becky Higgins, Recreation Division Director, to meet Monroe County Health Department's requirements to serve meals produced in the kitchen at Banneker Community Center, a three bay hand sink and drain board would need to be installed. The project would aid in the development of a nutrition hub at the Banneker Community Center, by allowing staff to grow produce in the garden and work with community partners to provide cooking classes in the kitchen. Staff recommended approval of the contract with Commercial Services, in an amount not to exceed \$10,000. Funding source for the project would be NRPA Grant 201-18-G20010-53990.

Ellen Rodkey made a motion to approve the service agreement with Commercial Service at Banneker Community Center. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.

B-6. Review/Approval of The Project School Discount for Bryan Park Pool Rental

Paula McDevitt, Director, The Project School leases the building (349 S. Walnut) from BPRD, and frequently collaborates on projects and use of Waldron, Hill and Buskirk Park. Staff recommended approval of Bryan Pool discount rental for The Project School on August 29, 2021.

Board Comments: Jim Whitlatch inquired: how it was determined on who received a discount, and would MCCS be given a discount if they requested one. Paula McDevitt responded: MCCSC had a partnership agreement with BPRD that

included discounted pricing. The discount request was not included in the agreement with The Project School, and the approval would allow for a discount to them as well. Israel Herrera inquired: who would be allowed to use the pool during the rental time. Paula McDevitt responded: it was a one-time event for the school and would be a private event host by The Project School. Israel Herrera inquired: was the discount offered by BPRD or did The Project School request the discount, and if another school requested the discount would it be considered. John Turnbull responded: The Project School made the request, and other requests would be considered. Kathleen Mills inquired: why the lagoon at Bryan Park Pool has been closed a couple of times during the year. John Turnbull responded: most likely it would have been due the chemical balance.

Ellen Rodkey made a motion to approve The Project School discount for Bryan Park Pool rental. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

C. REPORTS

C-1. Administration Division - None

C-2. Recreation Division- None

C-3. Operations Division – None

C-4. Sports Division - Cascades Golf Course Update

John Turnbull, Sports Division Director gave an update on Cascades Golf Course. During COVID-19 like many outdoor activities, golf participation increased.

Facility Upgrades from the General Obligation Bond

- Clubhouse and Banquet Room was completed in 2019 at a cost of \$1.3 million.
- Pine 9 zyosia grass fairway was completed in 2020 at a cost of \$241,000
- Quarry 9 zyosia grass fairway was completed in 2019 at a cost of \$199,000
- Ridge 9 zyosia grass fairway was completed in 2018 at a cost of \$185,000

Advantages of Zyosia Grass

- Chokes out weeds, thus less weed application was needed
- More draught resistant
- Grows best in hot weather
- Spreads when it grows so replaces damage
- Golf balls sit up on turf, thus making play easier and more to the liking of golfers

Analysis by the Numbers

- In 2020, the number of 18 hole rounds was the highest since 2003
- In 2020, the general fund gross revenue was the highest in the last 20 years
- In 2020, season pass holders was the lowest over the last seven years as individuals like playing at a variety of courses.

Menu of Programs

- Tee time rounds
- Outings
- Clinics
- Summer Youth Camps
- City Tournament
- Banquet Room rental
- Indiana University classes
- Bloomington North HS and Edgewood HS home course

Area Golf Market Influencers

- Indiana University closed fall 2018; and reopened summer 2020 at high end price point; The Pfau Course
- Hidden Hills closed spring 2020
- The Golf Club at Eagle Pointe closed fall 2019; re-opened spring 2020
- Rolling Meadows near Ellettsville and Bloomington Country Club competitors

For 2021, Cascades was off to a very good year. Year to date rounds were up about 20%, and gross General Revenue is up about 60%. Staff was cautiously optimistic about this, as the year end of 2020 was very good, and weather always plays a factor in golf. A draught or a lot of rain could cause golf to suffer.

Board Comments: Jim Whitlatch inquired: if golf breaks even, makes money or loses money. John Turnbull responded: money had never been made from golf. Direct expenses and direct revenue are accounted for. General Obligation Bonds or large capital expenses are not accounted for, and depreciation is not accounted for which is a very real expense. The mortgage on the Ridge Course that was put into place in 2000, has terminated. On an operational point, it was anticipated the golf course will break even. Jim Whitlatch inquired, if the banquet room was being utilized. John Turnbull responded: due to COVID-19 it had not been utilized well. It was a very nice venue and staff had high hopes. It was very effective for youth camps, clinics and outings, but there was a lot of capacity for it to be rented more. Kathleen Mills inquired: if IU was \$90 for a round of golf, what was BPRD cost per round. John Turnbull responded: it was \$30 through the week, and \$32 on the weekends. If a season pass was purchased, and a lot of rounds played, it was calculated at about \$15 per round. Kathleen Mills inquired: if the population using Cascades was local or coming from other areas. John Turnbull responded: there was a great mixture. Cascades was probably considered the local course, as well as considered the senior course. In 2020, there were a larger number of IU students.

D. PUBLIC HEARINGS/APPEARANCES

D-1. Bravo Award – moved to beginning of agenda

D-2. Parks Partner Award – moved to beginning of agenda

D-3. Staff Introductions - William Baker (Natural Resources Intern)

William Baker, Natural Resources Intern introduced his self. William was a first-year master's student at the Paul H. O'Neill School of Public and Environmental Affairs at IU, pursuing a Masters of Public Affairs and a Master of Science in Environmental Science. William attended Arizona State University, where he majored in biochemistry. Before attending college, William was a Cavalry Scout in the United States Army and was deployed to Afghanistan in 2013. William was interested in the preservation and conservation of natural habitats.

D-4. Public Comment Period

Public comment were received regarding the vegetation along the trails.

Paula McDevitt responded: vegetation work in the area was scheduled for the week of August 9th.

Board Comments: Ellen Rodkey commented: Bloomington Parks Foundation offered scholarships for individuals under 18 years of age. Kim Clapp, Office Manager responded: \$300 per child was available through the scholarship program. Certain criteria must be met, and individuals must reside in Monroe County. Funds could be used throughout the calendar year for BPRD programs. Individuals could contact the Parks office for assistance with the scholarship application.

Paula McDevitt, Director updated the Board on the current programs and events. The next Board of Park Commissioners meeting would be held August 17, 2021, and would include the 2022 General Fund Budget request.

Board Comments: Israel Herrera congratulated: BPRD for receiving a preliminary rating of 100% during the CAPRA accreditation.

ADJOURNMENT

Meeting adjourned at 5:20 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
7/30/2021	Payroll				235,419.98
					<u>235,419.98</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 \$ 235,419.98

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 _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/13/2021	Payroll				211,772.24
					<u>211,772.24</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 \$ 211,772.24

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 & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2003792	18- colored paper, laminating pouches,	Paid by EFT # 42074		07/27/2021	07/27/2021	08/06/2021		08/06/2021	143.22
Account 52110 - Office Supplies Totals								Invoice Transactions 1		\$143.22
Account 53210 - Telephone										
1079 - AT&T	81234937000721	18- AT&T Landlines July	Paid by Check # 74149		07/26/2021	07/26/2021	07/26/2021		07/26/2021	2,114.02
Account 53210 - Telephone Totals								Invoice Transactions 1		\$2,114.02
Program 181000 - Administration Totals								Invoice Transactions 2		\$2,257.24
Program 181100 - Marketing										
Account 53310 - Printing										
818 - Everywhere Signs, LLC	58395	18-Cascades Golf Course flag	Paid by EFT # 41993		07/27/2021	07/27/2021	08/06/2021		08/06/2021	260.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-53082	18-Concert Today yard signs	Paid by EFT # 42088		07/27/2021	07/27/2021	08/06/2021		08/06/2021	57.27
Account 53310 - Printing Totals								Invoice Transactions 2		\$317.27
Account 53320 - Advertising										
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12107102188	18-Independence Day Parade radio	Paid by EFT # 42093		07/27/2021	07/27/2021	08/06/2021		08/06/2021	50.00
Account 53320 - Advertising Totals								Invoice Transactions 1		\$50.00
Program 181100 - Marketing Totals								Invoice Transactions 3		\$367.27
Program 182001 - Aquatics - Bryan Pool										
Account 52220 - Agricultural Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	28900	18 - Chemicals Bryan and Mills Pool	Paid by EFT # 41946		07/27/2021	07/27/2021	08/06/2021		08/06/2021	448.00
177 - Indiana Oxygen Company, INC	9713508	18-Carbon Dioxide for Bryan and Mills Pool	Paid by EFT # 42023		07/27/2021	07/27/2021	08/06/2021		08/06/2021	335.95
177 - Indiana Oxygen Company, INC	9723657	18-Carbon Dioxide	Paid by EFT # 42023		07/27/2021	07/27/2021	08/06/2021		08/06/2021	396.95
177 - Indiana Oxygen Company, INC	9722677	18-Carbon Dioxide for Mills Pool	Paid by EFT # 42023		07/27/2021	07/27/2021	08/06/2021		08/06/2021	231.85
Account 52220 - Agricultural Supplies Totals								Invoice Transactions 4		\$1,412.75
Account 53510 - Electrical Services										



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

223 - Duke Energy	83003730010 0721	18 - Electric Charges June	Paid by Check # 74143	07/21/2021	07/21/2021	07/21/2021	07/21/2021	4,047.60
Account 53510 - Electrical Services Totals Invoice Transactions 1								<u>\$4,047.60</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 073021	18-Water Sewer Charges June Acct 14187-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	2,000.01
Account 53530 - Water and Sewer Totals Invoice Transactions 1								<u>\$2,000.01</u>
Account 53540 - Natural Gas								
222 - Vectren	025075516607 1321	18-Natural Gas June Bryan	Paid by Check # 74144	07/21/2021	07/21/2021	07/21/2021	07/21/2021	130.49
Account 53540 - Natural Gas Totals Invoice Transactions 1								<u>\$130.49</u>
Program 182001 - Aquatics - Bryan Pool Totals Invoice Transactions 7								<u>\$7,590.85</u>
Program 182002 - Aquatics - Mills Pool								
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 0721	18 - Electric Charges June	Paid by Check # 74143	07/21/2021	07/21/2021	07/21/2021	07/21/2021	863.04
Account 53510 - Electrical Services Totals Invoice Transactions 1								<u>\$863.04</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 073021	18-Water Sewer Charges June Acct 14187-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	1,815.66
Account 53530 - Water and Sewer Totals Invoice Transactions 1								<u>\$1,815.66</u>
Account 53540 - Natural Gas								
222 - Vectren	505240848907 0921	18-Natural Gas June Mills	Paid by Check # 74144	07/21/2021	07/21/2021	07/21/2021	07/21/2021	173.09
Account 53540 - Natural Gas Totals Invoice Transactions 1								<u>\$173.09</u>
Program 182002 - Aquatics - Mills Pool Totals Invoice Transactions 3								<u>\$2,851.79</u>
Program 182500 - Frank Southern Center								
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 0721	18 - Electric Charges June	Paid by Check # 74143	07/21/2021	07/21/2021	07/21/2021	07/21/2021	(1,066.52)
Account 53510 - Electrical Services Totals Invoice Transactions 1								<u>(\$1,066.52)</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 073021	18-Water Sewer Charges June Acct 14187-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	258.07
Account 53530 - Water and Sewer Totals Invoice Transactions 1								<u>\$258.07</u>
Account 53540 - Natural Gas								
222 - Vectren	025057322807 1321	18-Natural Gas June FSC	Paid by Check # 74144	07/21/2021	07/21/2021	07/21/2021	07/21/2021	18.03
222 - Vectren	025057322806 1021	18-Natural Gas May FSC	Paid by Check # 74144	07/21/2021	07/21/2021	07/21/2021	07/21/2021	19.94



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

				Account 53540 - Natural Gas Totals			Invoice Transactions 2	\$37.97
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	1190548452 0721	18-Cable Service FSC	Paid by Check # 74155	07/26/2021	07/26/2021	07/26/2021	07/26/2021	108.45
				Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1	\$108.45
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002771195	18-Landfill August FSC	Paid by EFT # 41930	07/26/2021	07/26/2021	07/26/2021	07/26/2021	144.60
				Account 53950 - Landfill Totals			Invoice Transactions 1	\$144.60
				Program 182500 - Frank Southern Center Totals			Invoice Transactions 6	(\$517.43)
Program 183500 - Golf Services								
Account 52230 - Garage and Motor Supplies								
476 - Southern Indiana Parts, INC (Napa Auto Parts)	379364	18-oil filters	Paid by EFT # 42106	07/27/2021	07/27/2021	08/06/2021	08/06/2021	42.08
				Account 52230 - Garage and Motor Supplies Totals			Invoice Transactions 1	\$42.08
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 0721	18 - Electric Charges June	Paid by Check # 74143	07/21/2021	07/21/2021	07/21/2021	07/21/2021	1,214.07
				Account 53510 - Electrical Services Totals			Invoice Transactions 1	\$1,214.07
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 073021	18-Water Sewer Charges June 4159-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	6,656.27
208 - City Of Bloomington Utilities	14187-001 073021	18-Water Sewer Charges June Acct 14187-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	2,262.37
				Account 53530 - Water and Sewer Totals			Invoice Transactions 2	\$8,918.64
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002770429	18-Landfill August Golf	Paid by EFT # 41930	07/26/2021	07/26/2021	07/26/2021	07/26/2021	281.25
				Account 53950 - Landfill Totals			Invoice Transactions 1	\$281.25
				Program 183500 - Golf Services Totals			Invoice Transactions 5	\$10,456.04
Program 184000 - Natural Resources								
Account 52310 - Building Materials and Supplies								
409 - Black Lumber Co. INC	480045	18-Leonard Springs Shelter Roof Trusses	Paid by EFT # 41953	07/27/2021	07/27/2021	08/06/2021	08/06/2021	1,272.07
409 - Black Lumber Co. INC	480472	18-treated lumber	Paid by EFT # 41953	07/27/2021	07/27/2021	08/06/2021	08/06/2021	217.84
				Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 2	\$1,489.91
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	686099	18-drill bit, bolts, nuts	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	5.35



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

394 - Kleindorfer Hardware & Variety	686098	18-wood screws, bolts, nuts	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	16.90
			Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 2	\$22.25
Account 52420 - Other Supplies								
4574 - John Deere Financial (Rural King)	E53344/62	18-Solar Dock Lights and Paracord for Griffy	Paid by Check # 74177	07/27/2021	07/27/2021	08/06/2021	08/06/2021	22.69
11589 - Bloomington Cooperative Services (Bloomington)	764888	18-Natural Resources Program Supplies	Paid by EFT # 41957	07/27/2021	07/27/2021	08/06/2021	08/06/2021	17.95
11589 - Bloomington Cooperative Services (Bloomington)	765653	18-water for Griffy	Paid by EFT # 41957	07/27/2021	07/27/2021	08/06/2021	08/06/2021	4.90
11589 - Bloomington Cooperative Services (Bloomington)	767359	18-Natural Resources Program Supplies	Paid by EFT # 41957	07/27/2021	07/27/2021	08/06/2021	08/06/2021	40.40
11589 - Bloomington Cooperative Services (Bloomington)	768045	18-water for Griffy	Paid by EFT # 41957	07/27/2021	07/27/2021	08/06/2021	08/06/2021	4.90
818 - Everywhere Signs, LLC	58390	18-Griffy Lake Annual Launch Permits (#141-	Paid by EFT # 41993	07/27/2021	07/27/2021	08/06/2021	08/06/2021	80.00
394 - Kleindorfer Hardware & Variety	681109	18-rope/PVC	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	4.59
5099 - Office Three Sixty, INC	2003792	18- colored paper, laminating pouches,	Paid by EFT # 42074	07/27/2021	07/27/2021	08/06/2021	08/06/2021	64.50
5819 - Synchrony Bank	8087	18-Storage Bins for Program Supplies	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	30.60
5296 - The Acorn Group, INC	432566A	18-Rubber Stamp Kit: Bugs	Paid by EFT # 42120	07/27/2021	07/27/2021	08/06/2021	08/06/2021	25.45
			Account 52420 - Other Supplies Totals				Invoice Transactions 10	\$295.98
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 0721	18 - Electric Charges June	Paid by Check # 74143	07/21/2021	07/21/2021	07/21/2021	07/21/2021	30.99
			Account 53510 - Electrical Services Totals				Invoice Transactions 1	\$30.99
Account 53920 - Laundry and Other Sanitation Services								
4175 - The Stables Events, LLC (Izzy's Rentals)	13412	18-Wapehani and Griffy Restroom Service	Paid by EFT # 42122	07/27/2021	07/27/2021	08/06/2021	08/06/2021	140.00
			Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 1	\$140.00
Account 53990 - Other Services and Charges								
10 - Bledsoe Riggert Cooper & James INC	24938	18-LSNP Topographic Survey and Engineering	Paid by EFT # 41954	07/27/2021	07/27/2021	08/06/2021	08/06/2021	1,115.00
7292 - Tyler K Ferguson(Caliente Fitness, LLC)	18-2021-07	18- SUP Instruction at Griffy Lake	Paid by Check # 74170	07/27/2021	07/27/2021	08/06/2021	08/06/2021	480.00
7328 - Trailhead Labs, INC	0000354	18-OuterSpatial Mobile App License	Paid by EFT # 42128	07/27/2021	07/27/2021	08/06/2021	08/06/2021	2,500.00
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 3	\$4,095.00



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

Program 184500 - Youth Services -Juke Box				Program 184000 - Natural Resources Totals			Invoice Transactions 19		\$6,074.13
Account 53510 - Electrical Services									
223 - Duke Energy	83003730010 0721	18 - Electric Charges June	Paid by Check # 74143	07/21/2021	07/21/2021	07/21/2021	07/21/2021	391.18	
Account 53510 - Electrical Services Totals				Account 53510 - Electrical Services Totals			Invoice Transactions 1	\$391.18	
Account 53530 - Water and Sewer									
208 - City Of Bloomington Utilities	14187-001 073021	18-Water Sewer Charges June Acct 14187-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	143.64	
Account 53530 - Water and Sewer Totals				Account 53530 - Water and Sewer Totals			Invoice Transactions 1	\$143.64	
Account 53540 - Natural Gas									
222 - Vectren	795353048507 1321	18-Natural Gas June AJB	Paid by Check # 74144	07/21/2021	07/21/2021	07/21/2021	07/21/2021	17.00	
Account 53540 - Natural Gas Totals				Account 53540 - Natural Gas Totals			Invoice Transactions 1	\$17.00	
Program 184500 - Youth Services -Juke Box Totals				Program 184500 - Youth Services -Juke Box Totals			Invoice Transactions 3	\$551.82	
Program 186500 - Community Events									
Account 53910 - Dues and Subscriptions									
5228 - American Society of Composers, Authors & Publisher	500754550 2021a	18- ASCAP License	Paid by EFT # 41944	07/27/2021	07/27/2021	08/06/2021	08/06/2021	12.50	
6089 - Broadcast Music, INC	40578408	18- Music License	Paid by EFT # 41963	07/27/2021	07/27/2021	08/06/2021	08/06/2021	881.00	
Account 53910 - Dues and Subscriptions Totals				Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 2	\$893.50	
Account 53990 - Other Services and Charges									
4849 - Bruce Wilds Security, LLC	10982	18 - Security Services @ Independence Day	Paid by EFT # 41964	07/27/2021	07/27/2021	08/06/2021	08/06/2021	2,450.00	
7021 - Jeffrey Ryan Shew (Bird-Dog Vintage & Vinyl)	3	18- 90 minute performance by Carnes	Paid by EFT # 42098	07/27/2021	07/27/2021	08/06/2021	08/06/2021	125.00	
Account 53990 - Other Services and Charges Totals				Account 53990 - Other Services and Charges Totals			Invoice Transactions 2	\$2,575.00	
Program 186500 - Community Events Totals				Program 186500 - Community Events Totals			Invoice Transactions 4	\$3,468.50	
Program 187001 - Adult Sports-Softball									
Account 52230 - Garage and Motor Supplies									
394 - Kleindorfer Hardware & Variety	685049	18 TLSP key stock for mower	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	14.60	
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL18733	18 TLSP Joing, Blad, Boss, Key Feather for	Paid by EFT # 42089	07/27/2021	07/27/2021	08/06/2021	08/06/2021	185.31	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	380033	18 TLSP Powersport starter for SandPro	Paid by EFT # 42106	07/27/2021	07/27/2021	08/06/2021	08/06/2021	289.13	
Account 52230 - Garage and Motor Supplies Totals				Account 52230 - Garage and Motor Supplies Totals			Invoice Transactions 3	\$489.04	
Account 52420 - Other Supplies									
394 - Kleindorfer Hardware & Variety	685056	18 TLSP Misc Hardware for Mower	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	3.26	



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$3.26
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 0721	18 - Electric Charges June	Paid by Check # 74143	07/21/2021	07/21/2021	07/21/2021	07/21/2021	592.40
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$592.40
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 073021	18-Water Sewer Charges June 4159-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	114.13
208 - City Of Bloomington Utilities	14187-001 073021	18-Water Sewer Charges June Acct 14187-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	1,251.77
				Account 53530 - Water and Sewer Totals		Invoice Transactions 2		\$1,365.90
Account 53610 - Building Repairs								
392 - Koorsen Fire & Security, INC	5447923	18 TLSP Backflow Inspection	Paid by EFT # 42047	07/27/2021	07/27/2021	08/06/2021	08/06/2021	400.80
				Account 53610 - Building Repairs Totals		Invoice Transactions 1		\$400.80
Account 53950 - Landfill								
2260 - Republic Services, INC	0694- 002771206	18-Landfill August TLSP	Paid by EFT # 41930	07/26/2021	07/26/2021	07/26/2021	07/26/2021	250.00
				Account 53950 - Landfill Totals		Invoice Transactions 1		\$250.00
				Program 187001 - Adult Sports-Softball Totals		Invoice Transactions 9		\$3,101.40
Program 187202 - Youth Sports-Winslow								
Account 52210 - Institutional Supplies								
51857 - Flex-Pac, INC	I297717	18 - Winslow Institutional Supplies	Paid by Check # 74173	07/27/2021	07/27/2021	08/06/2021	08/06/2021	872.17
				Account 52210 - Institutional Supplies Totals		Invoice Transactions 1		\$872.17
Account 52340 - Other Repairs and Maintenance								
4574 - John Deere Financial (Rural King)	E48232/62	18 - Winslow Weed Sprayer	Paid by Check # 74177	07/27/2021	07/27/2021	08/06/2021	08/06/2021	159.99
				Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1		\$159.99
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 0721	18 - Electric Charges June	Paid by Check # 74143	07/21/2021	07/21/2021	07/21/2021	07/21/2021	739.24
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$739.24
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 073021	18-Water Sewer Charges June 4159-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	2,782.15
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$2,782.15
				Program 187202 - Youth Sports-Winslow Totals		Invoice Transactions 4		\$4,553.55
Program 187208 - Youth Sports-Olcott								
Account 53510 - Electrical Services								



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

223 - Duke Energy	83003730010 0721	18 - Electric Charges June	Paid by Check # 74143	07/21/2021	07/21/2021	07/21/2021	07/21/2021	150.25
Account 53510 - Electrical Services Totals							Invoice Transactions 1	<u>\$150.25</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 073021	18-Water Sewer Charges June Acct 14187-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	546.00
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	<u>\$546.00</u>
Program 187208 - Youth Sports-Olcott Totals							Invoice Transactions 2	<u>\$696.25</u>
Program 187500 - Banneker								
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 0721	18 - Electric Charges June	Paid by Check # 74143	07/21/2021	07/21/2021	07/21/2021	07/21/2021	729.54
Account 53510 - Electrical Services Totals							Invoice Transactions 1	<u>\$729.54</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 073021	18-Water Sewer Charges June 4159-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	203.58
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	<u>\$203.58</u>
Account 53540 - Natural Gas								
222 - Vectren	035074500607 1921	18-Natural Gas June BCC	Paid by Check # 74144	07/21/2021	07/21/2021	07/21/2021	07/21/2021	46.00
Account 53540 - Natural Gas Totals							Invoice Transactions 1	<u>\$46.00</u>
Program 187500 - Banneker Totals							Invoice Transactions 3	<u>\$979.12</u>
Program 189000 - Operations								
Account 52210 - Institutional Supplies								
9269 - Ferguson Facilities Supply, HP Products #3400	0330740	18-Custodial supplies for shelters/restrooms -	Paid by EFT # 41997	07/27/2021	07/27/2021	08/06/2021	08/06/2021	262.62
9269 - Ferguson Facilities Supply, HP Products #3400	0332737	18-trash bags	Paid by EFT # 41997	07/27/2021	07/27/2021	08/06/2021	08/06/2021	490.08
9269 - Ferguson Facilities Supply, HP Products #3400	0328711-2	18-trash bags	Paid by EFT # 41997	07/27/2021	07/27/2021	08/06/2021	08/06/2021	134.20
9269 - Ferguson Facilities Supply, HP Products #3400	0332737-1	18-trash bags	Paid by EFT # 41997	07/27/2021	07/27/2021	08/06/2021	08/06/2021	245.04
12346 - Global Equipment CO., INC (Global Industrial)	117904015	18 - sharps containers and inserts	Paid by EFT # 42005	07/27/2021	07/27/2021	08/06/2021	08/06/2021	232.90
394 - Kleindorfer Hardware & Variety	689182	18-shop supplies, blacktop sealer for trails	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	84.99
Account 52210 - Institutional Supplies Totals							Invoice Transactions 6	<u>\$1,449.83</u>
Account 52220 - Agricultural Supplies								
51891 - Forest Commodities, INC	B210721131	18-Engineered wood fiber (playground	Paid by EFT # 42001	07/27/2021	07/27/2021	08/06/2021	08/06/2021	7,900.00



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

394 - Kleindorfer Hardware & Variety	681460	18-straw for Butler grass	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	39.00
			Account 52220 - Agricultural Supplies Totals			Invoice Transactions 2		\$7,939.00
Account 52230 - Garage and Motor Supplies								
476 - Southern Indiana Parts, INC (Napa Auto Parts)	378101	18 - oil for trash truck	Paid by EFT # 42106	07/27/2021	07/27/2021	08/06/2021	08/06/2021	80.88
476 - Southern Indiana Parts, INC (Napa Auto Parts)	378575	18-oil for the shop	Paid by EFT # 42106	07/27/2021	07/27/2021	08/06/2021	08/06/2021	39.48
			Account 52230 - Garage and Motor Supplies Totals			Invoice Transactions 2		\$120.36
Account 52310 - Building Materials and Supplies								
409 - Black Lumber Co. INC	479990	18-supplies for concrete pad at Goat Farm	Paid by EFT # 41953	07/27/2021	07/27/2021	08/06/2021	08/06/2021	91.44
334 - Irving Materials, INC	11033092	18-concrete at 1600 S. Rogers	Paid by EFT # 42031	07/27/2021	07/27/2021	08/06/2021	08/06/2021	208.00
334 - Irving Materials, INC	11036710	18-concrete for Winslow Rd/High Street	Paid by EFT # 42031	07/27/2021	07/27/2021	08/06/2021	08/06/2021	1,026.00
394 - Kleindorfer Hardware & Variety	681025	18-screw extractor set	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	31.99
394 - Kleindorfer Hardware & Variety	681218	18-misc hardware for RCA bathroom changing	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	28.79
394 - Kleindorfer Hardware & Variety	689224	18-bull float tilt	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	65.49
365 - Rogers Group, INC	0713008176	18-rip rap at Butler	Paid by EFT # 42091	07/27/2021	07/27/2021	08/06/2021	08/06/2021	168.00
365 - Rogers Group, INC	0713008177	18-stone/rip rap at Schmaltz Park	Paid by EFT # 42091	07/27/2021	07/27/2021	08/06/2021	08/06/2021	374.00
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 8		\$1,993.71
Account 52340 - Other Repairs and Maintenance								
5415 - Allied Wholesale Electrical Supply, LLC	5658123	18-plumbing parts & supplies	Paid by EFT # 41941	07/27/2021	07/27/2021	08/06/2021	08/06/2021	32.63
394 - Kleindorfer Hardware & Variety	685147	18-misc supplies for AJB roof vents	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	28.74
394 - Kleindorfer Hardware & Variety	689363	18-anchors, masonry drill set	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	18.17
786 - Richard's Small Engine, INC	437128	18-belt and air filters	Paid by EFT # 42087	07/27/2021	07/27/2021	08/06/2021	08/06/2021	124.90
			Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 4		\$204.44
Account 52420 - Other Supplies								
4574 - John Deere Financial (Rural King)	E52364/62	18--truck box for #837	Paid by Check # 74177	07/27/2021	07/27/2021	08/06/2021	08/06/2021	309.99
4574 - John Deere Financial (Rural King)	E54184/62	18-rain boots for Sarah	Paid by Check # 74177	07/27/2021	07/27/2021	08/06/2021	08/06/2021	16.99



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

394 - Kleindorfer Hardware & Variety	686076	18-2 keys made	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	3.00
5819 - Synchrony Bank	8086	18-Snacks for Butler Park Plygrd ribbon	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	20.96
Account 52420 - Other Supplies Totals							Invoice Transactions 4	\$350.94
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 0721	18 - Electric Charges June	Paid by Check # 74143	07/21/2021	07/21/2021	07/21/2021	07/21/2021	2,369.24
223 - Duke Energy	32403653020 0721	18-Electric Charges June-July Acct	Paid by Check # 74169	07/27/2021	07/27/2021	08/06/2021	08/06/2021	20.86
Account 53510 - Electrical Services Totals							Invoice Transactions 2	\$2,390.10
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 073021	18-Water Sewer Charges June 4159-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	1,187.53
208 - City Of Bloomington Utilities	14187-001 073021	18-Water Sewer Charges June Acct 14187-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	2,924.36
208 - City Of Bloomington Utilities	39530-002 073021	18-Water Sewer Charges June 39530-002	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	98.67
Account 53530 - Water and Sewer Totals							Invoice Transactions 3	\$4,210.56
Account 53540 - Natural Gas								
222 - Vectren	025518947407 1321	18-Natural Gas June SYP Maint.	Paid by Check # 74144	07/21/2021	07/21/2021	07/21/2021	07/21/2021	49.03
Account 53540 - Natural Gas Totals							Invoice Transactions 1	\$49.03
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	001824942715	18-Uniform & mat cleaning services for the	Paid by EFT # 41947	07/27/2021	07/27/2021	08/06/2021	08/06/2021	16.70
4175 - The Stables Events, LLC (Izzy's Rentals)	13411	18-Pumping & of (9) port- a-lets	Paid by EFT # 42122	07/27/2021	07/27/2021	08/06/2021	08/06/2021	1,400.00
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 2	\$1,416.70
Account 53990 - Other Services and Charges								
53125 - Mr. Copy, INC	35401	18-Printing & binding of Owner's Manual for	Paid by EFT # 42067	07/27/2021	07/27/2021	08/06/2021	08/06/2021	39.19
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$39.19
Program 189000 - Operations Totals							Invoice Transactions 35	\$20,163.86
Program 189006 - Switchyard Property								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM222752	18- SYP LAND recycled paper towels for SYP	Paid by EFT # 41996	07/27/2021	07/27/2021	08/06/2021	08/06/2021	46.49
51857 - Flex-Pac, INC	I303375-01	18 SYP Microfiber cloth	Paid by Check # 74173	07/27/2021	07/27/2021	08/06/2021	08/06/2021	10.80



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

51857 - Flex-Pac, INC	I303472-01	18 SYP 7.5x10.25.3.5 Kraft Wax, 1 case	Paid by Check # 74173	07/27/2021	07/27/2021	08/06/2021	08/06/2021	24.81
51857 - Flex-Pac, INC	I303375	18 SYP Institutional Supplies	Paid by Check # 74173	07/27/2021	07/27/2021	08/06/2021	08/06/2021	511.07
51857 - Flex-Pac, INC	I303472	18 SYP Institutional Supplies	Paid by Check # 74173	07/27/2021	07/27/2021	08/06/2021	08/06/2021	406.21
Account 52210 - Institutional Supplies Totals						Invoice Transactions 5		\$999.38
Account 52220 - Agricultural Supplies								
19275 - Aqua Pro Pool & Spa Specialists, INC	28934	18 SYP 40 gallons sodium hypochlorite	Paid by EFT # 41946	07/27/2021	07/27/2021	08/06/2021	08/06/2021	239.60
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	936	18- SYP LAND hardwood bark mulch for	Paid by EFT # 42020	07/27/2021	07/27/2021	08/06/2021	08/06/2021	600.00
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	916	18- SYP LAND hardwood bark mulch for SYP	Paid by EFT # 42020	07/27/2021	07/27/2021	08/06/2021	08/06/2021	2,100.00
Account 52220 - Agricultural Supplies Totals						Invoice Transactions 3		\$2,939.60
Account 52420 - Other Supplies								
4574 - John Deere Financial (Rural King)	E48470/62	18 SYP Grabbers, GFI Tester, Misc	Paid by Check # 74177	07/27/2021	07/27/2021	08/06/2021	08/06/2021	34.55
394 - Kleindorfer Hardware & Variety	681221	SYP Lubricant (for bollard) and Threadlock	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	16.48
394 - Kleindorfer Hardware & Variety	681499	18 SYP Screws and Cover Plates	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	7.56
394 - Kleindorfer Hardware & Variety	681566	18 SYP Various electrical covers and wire	Paid by EFT # 42045	07/27/2021	07/27/2021	08/06/2021	08/06/2021	40.56
Account 52420 - Other Supplies Totals						Invoice Transactions 4		\$99.15
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 0721	18 - Electric Charges June	Paid by Check # 74143	07/21/2021	07/21/2021	07/21/2021	07/21/2021	2,586.17
Account 53510 - Electrical Services Totals						Invoice Transactions 1		\$2,586.17
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	37123-003 073021	18-Water Sewer Charges June Acct	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	6,315.98
208 - City Of Bloomington Utilities	200902-001 0721	18-Water Sewer Charges June Acct 200902-0	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	997.50
Account 53530 - Water and Sewer Totals						Invoice Transactions 2		\$7,313.48
Account 53540 - Natural Gas								
222 - Vectren	025604396807 1321	18-Natural Gas June SYP	Paid by Check # 74144	07/21/2021	07/21/2021	07/21/2021	07/21/2021	47.13
Account 53540 - Natural Gas Totals						Invoice Transactions 1		\$47.13
Account 53920 - Laundry and Other Sanitation Services								



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

53657 - Plymate, INC	3025640	18 SYP Vestibule Rug Service	Paid by EFT # 42078	07/27/2021	07/27/2021	08/06/2021	08/06/2021	111.33
Account 53920 - Laundry and Other Sanitation Services Totals						Invoice Transactions 1		111.33
Account 53950 - Landfill								
908 - JB Salvage (Westside Auto Parts)	8979	18- SYP LAND green waste dumpster for SYP	Paid by EFT # 42036	07/27/2021	07/27/2021	08/06/2021	08/06/2021	280.00
908 - JB Salvage (Westside Auto Parts)	9209	18- waste dumpster for SYP and Adams Street	Paid by EFT # 42036	07/27/2021	07/27/2021	08/06/2021	08/06/2021	280.00
Account 53950 - Landfill Totals						Invoice Transactions 2		560.00
Program 189006 - Switchyard Property Totals						Invoice Transactions 19		14,656.24
Program 189500 - Landscaping								
Account 52420 - Other Supplies								
4660 - A.M. Leonard, INC	C121204927	18-steel scoop shovel W/D-grip handle	Paid by EFT # 41935	07/27/2021	07/27/2021	08/06/2021	08/06/2021	59.31
Account 52420 - Other Supplies Totals						Invoice Transactions 1		59.31
Account 53110 - Engineering and Architectural								
10 - Bledsoe Riggert Cooper & James INC	24937	18 - LAND SE Park & Renwick Trail Partial	Paid by EFT # 41954	07/27/2021	07/27/2021	08/06/2021	08/06/2021	420.00
Account 53110 - Engineering and Architectural Totals						Invoice Transactions 1		420.00
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 073021	18-Water Sewer Charges June 4159-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	233.19
208 - City Of Bloomington Utilities	14187-001 073021	18-Water Sewer Charges June Acct 14187-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	104.26
208 - City Of Bloomington Utilities	41294-001 073021	18-Water Sewer Charges June 41294-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	140.94
208 - City Of Bloomington Utilities	200807-003 07302	18-Water Sewer Charges June Acct 200807-003	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	120.06
Account 53530 - Water and Sewer Totals						Invoice Transactions 4		598.45
Account 53950 - Landfill								
908 - JB Salvage (Westside Auto Parts)	9209	18- waste dumpster for SYP and Adams Street	Paid by EFT # 42036	07/27/2021	07/27/2021	08/06/2021	08/06/2021	280.00
Account 53950 - Landfill Totals						Invoice Transactions 1		280.00
Program 189500 - Landscaping Totals						Invoice Transactions 7		1,357.76
Program 189501 - Cemeteries								
Account 52420 - Other Supplies								
4574 - John Deere Financial (Rural King)	E40686/62	18- CEM (3) 3# spools trimmer line	Paid by Check # 74177	07/27/2021	07/27/2021	08/06/2021	08/06/2021	107.97
Account 52420 - Other Supplies Totals						Invoice Transactions 1		107.97
Account 53510 - Electrical Services								



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

223 - Duke Energy	83003730010 0721	18 - Electric Charges June	Paid by Check # 74143	07/21/2021	07/21/2021	07/21/2021	07/21/2021	106.51
Account 53510 - Electrical Services Totals							Invoice Transactions 1	<u>\$106.51</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	41294-001 073021	18-Water Sewer Charges June 41294-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	334.67
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	<u>\$334.67</u>
Account 53540 - Natural Gas								
222 - Vectren	215462824907 0921	18-Natural Gas June Rosehill 2	Paid by Check # 74144	07/21/2021	07/21/2021	07/21/2021	07/21/2021	17.00
Account 53540 - Natural Gas Totals							Invoice Transactions 1	<u>\$17.00</u>
Account 53990 - Other Services and Charges								
8303 - Ronnie Gene Pursell	RH009	18-Relocating of 18"x54" foundation @ Rose Hill	Paid by EFT # 42082	07/27/2021	07/27/2021	08/06/2021	08/06/2021	400.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	<u>\$400.00</u>
Program 189501 - Cemeteries Totals							Invoice Transactions 5	<u>\$966.15</u>
Program 189503 - Urban Forestry								
Account 52420 - Other Supplies								
786 - Richard's Small Engine, INC	435898	18-(2) grinding wheels for sharpening chainsaws	Paid by EFT # 42087	07/27/2021	07/27/2021	08/06/2021	08/06/2021	59.90
Account 52420 - Other Supplies Totals							Invoice Transactions 1	<u>\$59.90</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	41294-001 073021	18-Water Sewer Charges June 41294-001	Paid by Check # 74141	07/21/2021	07/21/2021	07/21/2021	07/21/2021	115.39
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	<u>\$115.39</u>
Program 189503 - Urban Forestry Totals							Invoice Transactions 2	<u>\$175.29</u>
Department 18 - Parks & Recreation Totals							Invoice Transactions 138	<u>\$79,749.83</u>
Fund 200 - Parks and Recreation Gen (S1301) Totals							Invoice Transactions 138	<u>\$79,749.83</u>
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 181001 - Health & Wellness								
Account 52420 - Other Supplies								
12346 - Global Equipment CO., INC (Global Industrial)	117904015	18 - sharps containers and inserts	Paid by EFT # 42005	07/27/2021	07/27/2021	08/06/2021	08/06/2021	347.75
Account 52420 - Other Supplies Totals							Invoice Transactions 1	<u>\$347.75</u>
Program 181001 - Health & Wellness Totals							Invoice Transactions 1	<u>\$347.75</u>
Program 181100 - Marketing								
Account 53310 - Printing								
7815 - A&M Graphics (Baugh Fine Print and Mailing)	2021- 00000976	18-Jim Peterson Memorial Bench	Paid by EFT # 41934	07/27/2021	07/27/2021	08/06/2021	08/06/2021	35.00



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

				Account 53310 - Printing Totals		Invoice Transactions 1		\$35.00
				Program 181100 - Marketing Totals		Invoice Transactions 1		\$35.00
Program 182001 - Aquatics - Bryan Pool								
Account 43270 - Registration Fees								
William Scroggins	2021-00000928	18-Refunds	Paid by Check # 74200	07/27/2021	07/27/2021	08/06/2021	08/06/2021	70.00
				Account 43270 - Registration Fees Totals		Invoice Transactions 1		\$70.00
				Program 182001 - Aquatics - Bryan Pool Totals		Invoice Transactions 1		\$70.00
Program 182006 - Aquatics - Pool Concessions								
Account 52330 - Street , Alley, and Sewer Material								
4549 - Kroger Limited Partnership I	081845	18 - Bryan Concessions Drinks for slushy	Paid by Check # 74178	07/27/2021	07/27/2021	08/06/2021	08/06/2021	7.50
5969 - Coca Cola Bottling CO. Consolidated	2056207403	18 - Bryan Pool Concessions Drinks	Paid by EFT # 41975	07/27/2021	07/27/2021	08/06/2021	08/06/2021	378.06
5969 - Coca Cola Bottling CO. Consolidated	2055204914	18 - Bryan Pool Concessions Drinks	Paid by EFT # 41975	07/27/2021	07/27/2021	08/06/2021	08/06/2021	194.16
5969 - Coca Cola Bottling CO. Consolidated	2055205020	18 - Bryan Pool Concessions Drinks	Paid by EFT # 41975	07/27/2021	07/27/2021	08/06/2021	08/06/2021	169.48
5969 - Coca Cola Bottling CO. Consolidated	2056207456	18 - Bryan Pool Concessions Drinks	Paid by EFT # 41975	07/27/2021	07/27/2021	08/06/2021	08/06/2021	656.96
5819 - Synchrony Bank	3620	18 - Bryan Pool Concessions Supplies	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	226.07
5819 - Synchrony Bank	7898	18 - BP Pool Concessions sales tax on	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	(4.49)
5819 - Synchrony Bank	4307	18 - Bryan Pool Concessions Supplies	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	211.12
5819 - Synchrony Bank	7864 071921	18 - Bryan Pool Concessions Supplies	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	171.84
5819 - Synchrony Bank	3835	18 - Bryan Pool Concessions Supplies	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	386.14
				Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 10		\$2,396.84
				Program 182006 - Aquatics - Pool Concessions Totals		Invoice Transactions 10		\$2,396.84
Program 183500 - Golf Services								
Account 52330 - Street , Alley, and Sewer Material								
205 - City Of Bloomington	664704	18 - Monarch	Paid by Check # 74166	07/27/2021	07/27/2021	08/06/2021	08/06/2021	140.00
5969 - Coca Cola Bottling CO. Consolidated	2056207375	18- Cascades Bottles and BIBs	Paid by EFT # 41975	07/27/2021	07/27/2021	08/06/2021	08/06/2021	268.69
5969 - Coca Cola Bottling CO. Consolidated	2056207444	18- Cascades Bottles and BIBs	Paid by EFT # 41975	07/27/2021	07/27/2021	08/06/2021	08/06/2021	546.98



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

4099 - Gold Medal Products CO.	163727	18 - Cascades Popcorn	Paid by EFT # 42006	07/27/2021	07/27/2021	08/06/2021	08/06/2021	24.95
5819 - Synchrony Bank	5007	18 - Snack Bar items	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	98.28
5819 - Synchrony Bank	6231	18 - Snack Bar items	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	11.92
5819 - Synchrony Bank	5383	18 - Snack Bar items	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	11.92
5819 - Synchrony Bank	4201	18 - Snack Bar items	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	45.88
5819 - Synchrony Bank	5591	18 - Snack Bar items	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	158.18
5819 - Synchrony Bank	5448	18 - Snack Bar items	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	132.92
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 10	\$1,439.72
Account 52420 - Other Supplies								
5819 - Synchrony Bank	4407	18 - Industrial Supplies	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	116.58
Account 52420 - Other Supplies Totals							Invoice Transactions 1	\$116.58
Program 183500 - Golf Services Totals							Invoice Transactions 11	\$1,556.30
Program 183501 - Golf Course - Pro Shop								
Account 52330 - Street , Alley, and Sewer Material								
4072 - Acushnet Company	911407982	18-pro shop items	Paid by Check # 74162	07/27/2021	07/27/2021	08/06/2021	08/06/2021	412.67
4072 - Acushnet Company	911441405	18-pro shop items	Paid by Check # 74162	07/27/2021	07/27/2021	08/06/2021	08/06/2021	59.90
4072 - Acushnet Company	91441615	18-pro shop items	Paid by Check # 74162	07/27/2021	07/27/2021	08/06/2021	08/06/2021	107.09
53619 - Ping, INC	15511606	18 - Credit Memo	Paid by EFT # 42077	07/27/2021	07/27/2021	08/06/2021	08/06/2021	(233.86)
53619 - Ping, INC	15763917	18 - Credit Memo	Paid by EFT # 42077	07/27/2021	07/27/2021	08/06/2021	08/06/2021	(296.00)
53619 - Ping, INC	15501141	18-pro shop items	Paid by EFT # 42077	07/27/2021	07/27/2021	08/06/2021	08/06/2021	36.79
53619 - Ping, INC	15591404	18-pro shop items	Paid by EFT # 42077	07/27/2021	07/27/2021	08/06/2021	08/06/2021	241.69
53619 - Ping, INC	15779443	18-pro shop items	Paid by EFT # 42077	07/27/2021	07/27/2021	08/06/2021	08/06/2021	165.09
53619 - Ping, INC	15848585	18-pro shop items	Paid by EFT # 42077	07/27/2021	07/27/2021	08/06/2021	08/06/2021	15.38
53619 - Ping, INC	15854475	18-pro shop items	Paid by EFT # 42077	07/27/2021	07/27/2021	08/06/2021	08/06/2021	1,419.98



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

53619 - Ping, INC	15874756	18-pro shop items	Paid by EFT # 42077	07/27/2021	07/27/2021	08/06/2021	08/06/2021	177.15
53619 - Ping, INC	15874760	18-pro shop items	Paid by EFT # 42077	07/27/2021	07/27/2021	08/06/2021	08/06/2021	219.57
Account 52330 - Street , Alley, and Sewer Material Totals						Invoice Transactions 12		\$2,325.45
Program 183501 - Golf Course - Pro Shop Totals						Invoice Transactions 12		\$2,325.45
Program 184000 - Natural Resources								
Account 52420 - Other Supplies								
4574 - John Deere Financial (Rural King)	E53342/62	18-Adult Lifejackets and Floating Cushions for	Paid by Check # 74177	07/27/2021	07/27/2021	08/06/2021	08/06/2021	141.87
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$141.87
Program 184000 - Natural Resources Totals						Invoice Transactions 1		\$141.87
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	8649	18-Kid City Summer Camp Activity and	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	78.08
5819 - Synchrony Bank	0709 072121	18-Kid City Summer Camp Activity	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	3.86
5819 - Synchrony Bank	6136	18-Kid City Summer Camp Activity, Cleaning	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	97.86
Account 52420 - Other Supplies Totals						Invoice Transactions 3		\$179.80
Program 184501 - Youth Services-Kid City Camps Totals						Invoice Transactions 3		\$179.80
Program 184502 - Youth Expo- Childrens Expo								
Account 53310 - Printing								
54546 - Charles Y Coghlan, DMD (Office Easel)	103197A	18-Childrens Expo Today yard signs	Paid by EFT # 41970	07/27/2021	07/27/2021	08/06/2021	08/06/2021	149.90
Account 53310 - Printing Totals						Invoice Transactions 1		\$149.90
Program 184502 - Youth Expo- Childrens Expo Totals						Invoice Transactions 1		\$149.90
Program 185000 - Twin Lakes Recreation Center								
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	7791	18 - TLRC Facility Institutional Supplies	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	96.24
Account 52210 - Institutional Supplies Totals						Invoice Transactions 1		\$96.24
Account 53140 - Exterminator Services								
4073 - Terminix International	1429471 080221	18 - TLRC Exterminator Service	Paid by Check # 74189	07/27/2021	07/27/2021	08/06/2021	08/06/2021	465.60
Account 53140 - Exterminator Services Totals						Invoice Transactions 1		\$465.60
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 0721	18 - Electric Charges June	Paid by Check # 74143	07/21/2021	07/21/2021	07/21/2021	07/21/2021	2,942.03



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$2,942.03		
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	39530-002	18-Water Sewer Charges	Paid by Check #	07/21/2021	07/21/2021	07/21/2021	07/21/2021	659.88
	073021	June 39530-002	74141					
Account 53530 - Water and Sewer Totals				Invoice Transactions 1		\$659.88		
Account 53610 - Building Repairs								
53657 - Plymate, INC	3027236	18 - TLRC Entry Mat	Paid by EFT #	07/27/2021	07/27/2021	08/06/2021	08/06/2021	78.62
		Service	42078					
Account 53610 - Building Repairs Totals				Invoice Transactions 1		\$78.62		
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-	18-Landfill August TLRC	Paid by EFT #	07/26/2021	07/26/2021	07/26/2021	07/26/2021	225.00
	002771679		41930					
Account 53950 - Landfill Totals				Invoice Transactions 1		\$225.00		
Program 185000 - Twin Lakes Recreation Center Totals				Invoice Transactions 6		\$4,467.37		
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
7794 - Molly R Adkins	071621	18-TLRC Fitness	Paid by EFT #	07/27/2021	07/27/2021	08/06/2021	08/06/2021	143.75
		Specialist	41937					
6161 - Morgan Ashley Banks	072121	18-TLRC Fitness	Paid by EFT #	07/27/2021	07/27/2021	08/06/2021	08/06/2021	250.00
		Specialist	41949					
7276 - Kaitlyn Clementi	072321	18-TLRC Fitness	Paid by EFT #	07/27/2021	07/27/2021	08/06/2021	08/06/2021	15.00
		Specialist	41974					
7086 - Rivkah L Moore	072321	18-TLRC Fitness	Paid by EFT #	07/27/2021	07/27/2021	08/06/2021	08/06/2021	406.25
		Specialist	42065					
5007 - Emeline P O'Connor	071521	18-TLRC Fitness	Paid by EFT #	07/27/2021	07/27/2021	08/06/2021	08/06/2021	93.75
		Specialist	42071					
1973 - Megan M Stark	072121	18-TLRC Fitness	Paid by EFT #	07/27/2021	07/27/2021	08/06/2021	08/06/2021	435.00
		Specialist	42111					
7440 - William Tuttle	072421	18-TLRC Fitness	Paid by EFT #	07/27/2021	07/27/2021	08/06/2021	08/06/2021	270.00
		Specialist	42130					
7440 - William Tuttle	072421 1	18-TLRC Fitness	Paid by EFT #	07/27/2021	07/27/2021	08/06/2021	08/06/2021	325.00
		Specialist	42130					
7795 - Sarah Wilson	071521	18-TLRC Fitness	Paid by EFT #	07/27/2021	07/27/2021	08/06/2021	08/06/2021	31.25
		Specialist	42142					
Account 53940 - Temporary Contractual Employee Totals				Invoice Transactions 9		\$1,970.00		
Program 185002 - TLRC-Health & Wellness Totals				Invoice Transactions 9		\$1,970.00		
Program 185003 - TLRC-Basketball								
Account 52420 - Other Supplies								
52704 - Kirkwood Photo	July 14, 2021	18- TLRC Andrew Frank	Paid by EFT #	07/27/2021	07/27/2021	08/06/2021	08/06/2021	292.50
		Summer Basketball	42043					
Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$292.50		



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

Account 52430 - Uniforms and Tools

17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T94705	18- TLRC Andrew Frank Summer Basketball	Paid by EFT # 42116	07/27/2021	07/27/2021	08/06/2021	08/06/2021	936.00
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T94706	18- TLRC Andrew Frank Summer Basketball	Paid by EFT # 42116	07/27/2021	07/27/2021	08/06/2021	08/06/2021	1,472.00

Account 52430 - Uniforms and Tools Totals

Invoice Transactions 2

\$2,408.00

Program 185003 - TLRC-Basketball Totals

Invoice Transactions 3

\$2,700.50

Program 186500 - Community Events

Account 52420 - Other Supplies

4574 - John Deere Financial (Rural King)	L34506/62	18 - 30 hay bales for Slip 'N Foam	Paid by Check # 74177	07/27/2021	07/27/2021	08/06/2021	08/06/2021	209.70
5819 - Synchrony Bank	9540	18 - Dish soap,, baby shampoo for Slip N	Paid by Check # 74187	07/27/2021	07/27/2021	08/06/2021	08/06/2021	62.20
11693 - The Award Center, INC	60484	18- Staff Name Tags	Paid by EFT # 42121	07/27/2021	07/27/2021	08/06/2021	08/06/2021	50.02

Account 52420 - Other Supplies Totals

Invoice Transactions 3

\$321.92

Account 53160 - Instruction

9031 - Indiana Park And Recreation Association	34325	18- IPRA Conference Registration	Paid by Check # 74176	07/27/2021	07/27/2021	08/06/2021	08/06/2021	630.00
--	-------	----------------------------------	-----------------------	------------	------------	------------	------------	--------

Account 53160 - Instruction Totals

Invoice Transactions 1

\$630.00

Account 53730 - Machinery and Equipment Rental

4175 - The Stables Events, LLC (Izzy's Rentals)	13418	18 - Toilet rental for Escape Adventure event	Paid by EFT # 42122	07/27/2021	07/27/2021	08/06/2021	08/06/2021	200.00
---	-------	---	---------------------	------------	------------	------------	------------	--------

Account 53730 - Machinery and Equipment Rental Totals

Invoice Transactions 1

\$200.00

Account 53990 - Other Services and Charges

7819 - Vibe Yoga LLC	00169352	18 - Yoga Session @ Summer Solstice 6/20/21	Paid by EFT # 42134	07/27/2021	07/27/2021	08/06/2021	08/06/2021	85.00
----------------------	----------	---	---------------------	------------	------------	------------	------------	-------

Account 53990 - Other Services and Charges Totals

Invoice Transactions 1

\$85.00

Program 186500 - Community Events Totals

Invoice Transactions 6

\$1,236.92

Program 186503 - Community Events-Farmers' Market

Account 47230 - Gift Certificate

18520 - Kevin L Graber	2473	Market Bucks and Gift Certificates	Paid by EFT # 42007	07/27/2021	07/27/2021	08/06/2021	08/06/2021	20.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	2465	Market Bucks and Gift Certificates	Paid by EFT # 42038	07/27/2021	07/27/2021	08/06/2021	08/06/2021	20.00
5200 - Chester L Lehman (Olde Lane Orchard)	2484	Market Bucks and Gift Certificates	Paid by EFT # 42052	07/27/2021	07/27/2021	08/06/2021	08/06/2021	10.00
17535 - James W Lewis	2468	Market Bucks and Gift Certificates	Paid by Check # 74202	07/27/2021	07/27/2021	08/06/2021	08/06/2021	10.00
14571 - Melvin E Reeves	2467	Market Bucks and Gift Certificates	Paid by EFT # 42083	07/27/2021	07/27/2021	08/06/2021	08/06/2021	25.00



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

6495 - Wilderlove Farm, LLC	2485	Market Bucks and Gift Certificates	Paid by EFT # 42141	07/27/2021	07/27/2021	08/06/2021	08/06/2021	60.00
Account 47230 - Gift Certificate Totals Invoice Transactions 6								<hr/> \$145.00
Account 47240 - EBT Market Bucks								
3960 - Cortland V Carrington (Farmers Market Only)	2471	Market Bucks	Paid by EFT # 41966	07/27/2021	07/27/2021	08/06/2021	08/06/2021	36.00
6431 - Alvin M Fisher	2469	Market Bucks	Paid by EFT # 42000	07/27/2021	07/27/2021	08/06/2021	08/06/2021	30.00
18520 - Kevin L Graber	2473	Market Bucks and Gift Certificates	Paid by EFT # 42007	07/27/2021	07/27/2021	08/06/2021	08/06/2021	228.00
12527 - Hoosier Honey	2478	Market Bucks	Paid by EFT # 42015	07/27/2021	07/27/2021	08/06/2021	08/06/2021	81.00
52276 - Hunter's Honey Farm	2470	Market Bucks	Paid by EFT # 42019	07/27/2021	07/27/2021	08/06/2021	08/06/2021	246.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	2465	Market Bucks and Gift Certificates	Paid by EFT # 42038	07/27/2021	07/27/2021	08/06/2021	08/06/2021	123.00
5200 - Chester L Lehman (Olde Lane Orchard)	2472	Market Bucks	Paid by EFT # 42052	07/27/2021	07/27/2021	08/06/2021	08/06/2021	156.00
5200 - Chester L Lehman (Olde Lane Orchard)	2484	Market Bucks and Gift Certificates	Paid by EFT # 42052	07/27/2021	07/27/2021	08/06/2021	08/06/2021	255.00
17535 - James W Lewis	2468	Market Bucks and Gift Certificates	Paid by Check # 74202	07/27/2021	07/27/2021	08/06/2021	08/06/2021	138.00
14571 - Melvin E Reeves	2467	Market Bucks and Gift Certificates	Paid by EFT # 42083	07/27/2021	07/27/2021	08/06/2021	08/06/2021	93.00
12430 - Luke Rhodes	2479	Market Bucks	Paid by EFT # 42086	07/27/2021	07/27/2021	08/06/2021	08/06/2021	168.00
12422 - Kip Schlegel	2483	Market Bucks	Paid by EFT # 42094	07/27/2021	07/27/2021	08/06/2021	08/06/2021	96.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2464	Market Bucks	Paid by EFT # 42101	07/27/2021	07/27/2021	08/06/2021	08/06/2021	84.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2480	Market Bucks	Paid by EFT # 42101	07/27/2021	07/27/2021	08/06/2021	08/06/2021	114.00
6618 - James Sigman	2463	Market Bucks	Paid by EFT # 42103	07/27/2021	07/27/2021	08/06/2021	08/06/2021	81.00
5673 - Stephen Stoll	2475	Market Bucks	Paid by EFT # 42112	07/27/2021	07/27/2021	08/06/2021	08/06/2021	348.00
6623 - Twilight Dairy, LLC	2474	Market Bucks	Paid by EFT # 42131	07/27/2021	07/27/2021	08/06/2021	08/06/2021	153.00
3666 - Marie Wagler	2482	Market Bucks	Paid by EFT # 42136	07/27/2021	07/27/2021	08/06/2021	08/06/2021	363.00
12424 - Daniel L Weber	2476	Market Bucks	Paid by EFT # 42137	07/27/2021	07/27/2021	08/06/2021	08/06/2021	60.00



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

12425 - David W Widner	2466	Market Bucks	Paid by Check # 74192	07/27/2021	07/27/2021	08/06/2021	08/06/2021	18.00
6495 - Wilderlove Farm, LLC	2485	Market Bucks and Gift Certificates	Paid by EFT # 42141	07/27/2021	07/27/2021	08/06/2021	08/06/2021	432.00
Account 47240 - EBT Market Bucks Totals							Invoice Transactions 21	<u>\$3,303.00</u>
Account 52430 - Uniforms and Tools								
11693 - The Award Center, INC	60484	18- Staff Name Tags	Paid by EFT # 42121	07/27/2021	07/27/2021	08/06/2021	08/06/2021	31.98
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1	<u>\$31.98</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	82116-001 073021	18-Water Sewer Charges FM June	Paid by Check # 74153	07/26/2021	07/26/2021	07/26/2021	07/26/2021	10.79
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	<u>\$10.79</u>
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions 29	<u>\$3,490.77</u>
Program 186506 - Performing Art Series								
Account 53990 - Other Services and Charges								
7834 - Jesse Grayson All	001	18- Opening Performance at	Paid by EFT # 41939	07/27/2021	07/27/2021	08/06/2021	08/06/2021	200.00
3140 - Dena El Saffar (Salaam)	June 21, 2021	18- 75 Minute Performance at Bryan	Paid by EFT # 41988	07/27/2021	07/27/2021	08/06/2021	08/06/2021	800.00
7160 - Samuel Ryan Keithley Finley	1 7/14/2021	18- 75 Minute Performance at Bryan	Paid by EFT # 41998	07/27/2021	07/27/2021	08/06/2021	08/06/2021	300.00
7810 - Angel Starsky Ochoa	1	18- 75 Minute Performance at Bryan	Paid by EFT # 42072	07/27/2021	07/27/2021	08/06/2021	08/06/2021	350.00
7240 - Troy T Thomas	0010	18- 75 Minute Performance at	Paid by EFT # 42123	07/27/2021	07/27/2021	08/06/2021	08/06/2021	1,500.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 5	<u>\$3,150.00</u>
Program 186506 - Performing Art Series Totals							Invoice Transactions 5	<u>\$3,150.00</u>
Program 186507 - 4th of July Parade								
Account 53730 - Machinery and Equipment Rental								
4175 - The Stables Events, LLC (Izzy's Rentals)	13404	18 - Portable toilet rental - Independence Day	Paid by EFT # 42122	07/27/2021	07/27/2021	08/06/2021	08/06/2021	230.00
Account 53730 - Machinery and Equipment Rental Totals							Invoice Transactions 1	<u>\$230.00</u>
Program 186507 - 4th of July Parade Totals							Invoice Transactions 1	<u>\$230.00</u>
Program 187001 - Adult Sports-Softball								
Account 43270 - Registration Fees								
Knox County Crush	2021- 00000973	18-Refunds	Paid by Check # 74196	07/27/2021	07/27/2021	08/06/2021	08/06/2021	650.00
Courtney Kuehn	2021- 00000974	18-Refunds	Paid by Check # 74197	07/27/2021	07/27/2021	08/06/2021	08/06/2021	650.00



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

Pekin Community Softball Association	2021-00000972	18-Refunds	Paid by Check # 74198	07/27/2021	07/27/2021	08/06/2021	08/06/2021	650.00
Queen of Diamonds	2021-00000971	18-Refunds	Paid by Check # 74199	07/27/2021	07/27/2021	08/06/2021	08/06/2021	650.00
Account 43270 - Registration Fees Totals							Invoice Transactions 4	\$2,600.00
Account 53940 - Temporary Contractual Employee								
20105 - Brandon B Chambers	072221	18-TLSP Adult Softball Umpire	Paid by EFT # 41969	07/27/2021	07/27/2021	08/06/2021	08/06/2021	60.00
20105 - Brandon B Chambers	071421	18-TLSP Adult Softball Umpire	Paid by EFT # 41969	07/27/2021	07/27/2021	08/06/2021	08/06/2021	160.00
7147 - Keith E Crittenden	071421	18-TLSP Adult Softball Umpire	Paid by EFT # 41979	07/27/2021	07/27/2021	08/06/2021	08/06/2021	120.00
7147 - Keith E Crittenden	072121	18-TLSP Adult Softball Umpire	Paid by EFT # 41979	07/27/2021	07/27/2021	08/06/2021	08/06/2021	160.00
17565 - Michael B Hicks (Contractual)	072221	18-TLSP Adult Softball Umpire	Paid by EFT # 42012	07/27/2021	07/27/2021	08/06/2021	08/06/2021	60.00
7758 - Timothy R Louis	071521	18-TLSP Adult Softball Umpire	Paid by EFT # 42053	07/27/2021	07/27/2021	08/06/2021	08/06/2021	80.00
7758 - Timothy R Louis	072121	18-TLSP Adult Softball Umpire	Paid by EFT # 42053	07/27/2021	07/27/2021	08/06/2021	08/06/2021	80.00
6526 - Craig T Sparks	071421	18-TLSP Adult Softball Umpire	Paid by EFT # 42107	07/27/2021	07/27/2021	08/06/2021	08/06/2021	160.00
4939 - Charles W Stone	071421	18-TLSP Adult Softball Umpire	Paid by EFT # 42113	07/27/2021	07/27/2021	08/06/2021	08/06/2021	156.00
4939 - Charles W Stone	072121	18-TLSP Adult Softball Umpire	Paid by EFT # 42113	07/27/2021	07/27/2021	08/06/2021	08/06/2021	140.00
3715 - Alihandro B Teran	071521	18-TLSP Adult Softball Umpire	Paid by EFT # 42118	07/27/2021	07/27/2021	08/06/2021	08/06/2021	80.00
7154 - Jeffrey Kyle Yoder	072121	18-TLSP Adult Softball Umpire	Paid by EFT # 42143	07/27/2021	07/27/2021	08/06/2021	08/06/2021	60.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 12	\$1,316.00
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 16	\$3,916.00
Program 189000 - Operations								
Account 52420 - Other Supplies								
818 - Everywhere Signs, LLC	58398	18-B-Line Memorial bench plaque (Isabel	Paid by EFT # 41993	07/27/2021	07/27/2021	08/06/2021	08/06/2021	75.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1	\$75.00
Account 53990 - Other Services and Charges								
6706 - Storage Express Management, LLC	May 26, 2021	18-Claim payment for shattering of window by	Paid by EFT # 42114	07/27/2021	07/27/2021	08/06/2021	08/06/2021	1,258.19
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$1,258.19



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

				Program 189000 - Operations Totals			Invoice Transactions 2		\$1,333.19
Program 189006 - Switchyard Property									
Account 43220 - Facility Rentals									
Discardia	2021-00000970	18-Refunds	Paid by Check # 74194	07/27/2021	07/27/2021	08/06/2021	08/06/2021	50.00	
Wonderlab	2021-00000958	18-Refunds	Paid by Check # 74201	07/27/2021	07/27/2021	08/06/2021	08/06/2021	250.00	
				Account 43220 - Facility Rentals Totals			Invoice Transactions 2		\$300.00
Account 52420 - Other Supplies									
4680 - Central Indiana Hardware Co., INC	7278496	18-(11) keys for SYP	Paid by EFT # 41968	07/27/2021	07/27/2021	08/06/2021	08/06/2021	74.67	
5819 - Synchrony Bank	944985735639	18 SYP Door Stops for Spray Pad Restrooms	Paid by EFT # 42115	07/27/2021	07/27/2021	08/06/2021	08/06/2021	21.98	
				Account 52420 - Other Supplies Totals			Invoice Transactions 2		\$96.65
				Program 189006 - Switchyard Property Totals			Invoice Transactions 4		\$396.65
Program G17014 - Youth & Adolescent Physical Actv									
Account 52420 - Other Supplies									
6222 - Apple, INC	AF05873394	18 - H&W ipad	Paid by EFT # 41945	07/27/2021	07/27/2021	08/06/2021	08/06/2021	587.95	
				Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$587.95
				Program G17014 - Youth & Adolescent Physical Actv Totals			Invoice Transactions 1		\$587.95
Program G18009 - 2018-2022 Leonard Springs Nature									
Account 52420 - Other Supplies									
5099 - Office Three Sixty, INC	2003792	18- colored paper, laminating pouches,	Paid by EFT # 42074	07/27/2021	07/27/2021	08/06/2021	08/06/2021	49.28	
				Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$49.28
				Program G18009 - 2018-2022 Leonard Springs Nature Totals			Invoice Transactions 1		\$49.28
Program G21007 - 2017 Banneker Nature Days									
Account 53990 - Other Services and Charges									
205 - City Of Bloomington	061721	18-Farmers Market Gift Certificates	Paid by Check # 74165	07/27/2021	07/27/2021	08/06/2021	08/06/2021	50.00	
205 - City Of Bloomington	18-2021-07	18-Banneker Nature Club Boat Rentals	Paid by Check # 74167	07/27/2021	07/27/2021	08/06/2021	08/06/2021	88.00	
7070 - Sculpture Trails Outdoor Museum, INC	07-21	18-Aluminum Sculptures for Banneker Nature Club	Paid by EFT # 42095	07/27/2021	07/27/2021	08/06/2021	08/06/2021	280.00	
				Account 53990 - Other Services and Charges Totals			Invoice Transactions 3		\$418.00
				Program G21007 - 2017 Banneker Nature Days Totals			Invoice Transactions 3		\$418.00
				Department 18 - Parks & Recreation Totals			Invoice Transactions 127		\$31,149.54
				Fund 201 - Parks and Rec Non Reverting Totals			Invoice Transactions 127		\$31,149.54
Fund 977 - Parks 2016 GO Bond Proceeds									



Board of Park & Recreation Claim Register

Invoice Date Range 07/19/21 - 08/06/21

Department 18 - Parks & Recreation
 Program 18016D - 2016 D Lower Cascades
 Account 54510 - Other Capital Outlays
 7059 - Eagle Ridge Civil Engineering
 Services, LLC

204-20

18- Cascades creek
 repair and trail to

Paid by EFT #
 41986

07/27/2021

07/27/2021

08/06/2021

08/06/2021

920.33

Account 54510 - Other Capital Outlays Totals

Invoice Transactions 1

\$920.33

Program 18016D - 2016 D Lower Cascades Totals

Invoice Transactions 1

\$920.33

Department 18 - Parks & Recreation Totals

Invoice Transactions 1

\$920.33

Fund 977 - Parks 2016 GO Bond Proceeds Totals

Invoice Transactions 1

\$920.33

Fund 980 - 2018 BicentennialBnd Prcd900030

Department 18 - Parks & Recreation
 Program 18018A - 7th St Green Way, RCA Power Line

Account 54510 - Other Capital Outlays

18844 - First Financial Bank, N.A.

Mile-BIKELN-
 #2

07-7thSt. Protected Bike
 LN Imp-BC-2021-47-CN-

Paid by Check #
 74172

07/27/2021

07/27/2021

08/06/2021

08/06/2021

5,120.30

19278 - Milestone Contractors, LP

7THBIKELN-
 APP 2

07-7thSt. Protected Bike
 LN Imp-BC-2021-47-CN-

Paid by EFT #
 42061

07/27/2021

07/27/2021

08/06/2021

08/06/2021

97,285.63

Account 54510 - Other Capital Outlays Totals

Invoice Transactions 2

\$102,405.93

Program 18018A - 7th St Green Way, RCA Power Line Totals

Invoice Transactions 2

\$102,405.93

Department 18 - Parks & Recreation Totals

Invoice Transactions 2

\$102,405.93

Fund 980 - 2018 BicentennialBnd Prcd900030 Totals

Invoice Transactions 2

\$102,405.93

Grand Totals

Invoice Transactions 268

\$214,225.63

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/6/2021	Claims				214,225.63
					<u>214,225.63</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 **\$ 214,225.63**

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	2021-00011490	BA	GL	07/26/2021	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>		<i>Source</i>	<i>Increase Amount</i>		<i>Decrease Amount</i>	
07/26/2021	201-18-G17014-51120	Salaries and Wages - Temporary	Budget Amendment			1,600.00		.00	
07/26/2021	201-18-G17014-51210	FICA	Budget Amendment			125.00		.00	
07/26/2021	201-18-G17014-52420	Other Supplies	Budget Amendment			5,112.00		.00	
07/26/2021	201-18-G17014-53310	Printing	Budget Amendment			2,100.00		.00	
07/26/2021	201-18-G17014-53320	Advertising	Budget Amendment			1,000.00		.00	
						Number of Entries: 5			
						\$9,937.00		\$0.00	

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2020	2020	2020	2020	2021	2021	2021	
July	Total	Actual	Expenses	% of Expense	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	<u>Budget</u>	<u>for Year</u>	<u>July</u>	<u>to date</u>	<u>Budget</u>	<u>July</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	737,200	754,943	509,597	67.50%	717,168	558,515	77.88%	9.60%
Health & Wellness	107,016	87,486	54,414	62.20%	86,927	52,161	60.01%	-4.14%
Community Relations	487,964	382,301	227,238	59.44%	498,198	207,118	45.61%	-8.85%
Aquatics	378,257	41,799	48,331	115.63%	314,868	219,962	69.86%	355.12%
Frank Southern Center	381,828	313,225	217,881	69.56%	369,516	132,265	35.79%	-39.30%
Golf Services	706,904	752,234	420,400	55.89%	720,425	409,980	56.91%	-2.48%
Natural Resources	388,562	356,217	207,400	58.22%	390,401	193,121	49.47%	-6.89%
Youth Programs	62,293	73,338	48,185	65.70%	73,773	47,242	64.04%	-1.96%
TLRC	294,799	286,735	178,400	62.22%	278,629	168,729	60.56%	-5.42%
Community Events	405,346	416,547	266,240	63.92%	418,379	245,387	58.65%	-7.83%
Adult Sports	286,511	191,953	126,397	65.85%	244,078	140,548	57.58%	11.20%
Youth Sports	295,022	229,703	155,048	67.50%	231,548	143,993	62.19%	-7.13%
BBCC	444,450	309,347	200,154	64.70%	419,321	231,789	55.28%	15.81%
Inclusive Recreation	86,491	89,526	67,479	75.37%	89,535	48,018	53.63%	-28.84%
Operations	1,979,870	1,803,531	1,079,490	59.85%	1,865,916	997,692	53.47%	-7.58%
Switchyard Property	256,821	200,725	94,761	47.21%	410,662	179,946	43.82%	89.89%
Landscaping	613,368	514,742	302,534	58.77%	654,879	297,005	45.35%	-1.83%
Cemeteries	211,863	180,755	106,954	59.17%	214,404	113,268	52.83%	5.90%
Urban Forestry	514,292	378,572	209,464	55.33%	501,313	218,172	43.52%	4.16%
Recover Forward	50,000	50,000	0	0.00%	0		0.00%	0.00%
General Fund total:	7,901,657	7,413,677	4,520,368	60.97%	8,499,941	4,604,911	54.18%	1.87%
Non-Reverting Fund								
Administration	14,650	13,277	8,102	61.02%	18,550	4,956	26.71%	-38.83%
Health & Wellness	1,650	18,293	134	0.73%	2,450	1,496	61.04%	1013.20%
Community Relations	5,350	7,824	2,660	34.00%	5,350	495	9.26%	-81.38%
Aquatics	81,959	79,918	35,428	44.33%	55,544	47,072	84.75%	32.87%
Frank Southern Center	86,859	100,685	40,063	39.79%	87,669	37,939	43.28%	-5.30%
Golf Services	168,852	142,148	86,222	60.66%	126,758	100,942	79.63%	17.07%
Natural Resources	65,429	23,982	16,746	69.83%	70,610	35,989	50.97%	114.90%
Youth Programs	238,025	99,238	26,599	26.80%	214,782	46,182	21.50%	73.62%
*TLRC - day to day	570,919	447,049	243,877	54.55%	633,489	247,600	39.09%	1.53%
Community Events	250,680	188,015	129,329	68.79%	216,119	70,639	32.69%	-45.38%
Adult Sports	140,331	72,275	27,619	38.21%	135,504	62,026	45.77%	124.57%
Youth Sports	9,482	54,592	5,547	10.16%	9,578	28,049	292.87%	405.64%
BBCC	41,962	19,493	700	3.59%	2,560	2,730	106.64%	290.27%
Childcare Program	0	1,399	3,216	0.00%	0	0	0.00%	0.00%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	42,610	21,991	379	1.72%	46,110	47,235	102.44%	12371.72%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,577	41,870	29,665	70.85%	27,672	44,614	161.23%	50.40%
Landscaping (CCC P	6,150	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	0	940	0	0.00%	6,350	600	9.46%	0.00%
N-R Fund subtotal:	1,752,484	1,332,989	656,285	49.23%	1,659,093	778,564	46.93%	18.63%
TLRC - bond	482,000	481,738	239,044	49.62%	474,100	236,306	49.84%	-1.15%
N-R Fund total:	2,234,484	1,814,726	895,329	49.34%	2,133,193	1,014,870	47.58%	13.35%

Other Misc Funds								
15-16 MCCSC 21st C	884				884			
16-17 MCCS 21st com I								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn	9,208	14,269			2,079			
20-21 MCCSC 21st Com Learn					13,840			
Community Banneker Bus	39,995							
G14006 Out-of School Prg.								
G15008 Summer Fod	11,115	33,346	20,097		11,115	8,744		
G15009 Nature Days S/Star								
Grippy Lake Nature Day	14,269				2,007			
Wapehani I-69 Mitigation								
Leonard Springs Nature					2,112			
Banneker Nature Day	3,659	753			2,691			
NRPA Nutrition Hub					5,345			
Kaboom Play								
Youth & Adolescent Phy Act	9,936				6,896			
Goat Farm								
Giffy LARE		6,300	6,383		4,299			
Deer Cull		25,000	25,000					
Banneker ROI		177,541	130,556		13,804			
Other Misc Funds total:	21,935	106,778	197,058	184.55%	11,999	61,817		
TOTAL ALL FUNDS	10,158,076	9,335,181	5,612,755	60.12%	10,645,134	5,681,598	53.37%	1.23%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues July 2021								
	2020	2020	2020	2020	2021	2021	2021	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	<u>Budget</u>	<u>for year</u>	<u>July</u>	<u>to date</u>	<u>for year</u>	<u>July</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,513,025	7,175,967	3,531,776	49.22%	6,540,158	4,222,467	64.56%	100.00%
Administration	500	28,131	0	0.00%	500	388	77.68%	100.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	186,000	0	0	0.00%	186,600	142,288	76.25%	100.00%
Frank Southern	199,300	123,312	98,306	79.72%	215,100	10,734	4.99%	-89.08%
Golf Services	599,500	682,689	359,019	52.59%	572,000	529,185	92.51%	47.40%
Natural Resources	0	0	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	12,165	914	2,250	16.59%	12,900	2,890	22.40%	28.44%
Adult Sports	54,000	13,563	13,563	100.00%	48,500	30,558	63.01%	125.31%
Youth Sports	30,500	10,828	-49	-0.45%	39,800	2,976	7.48%	-6178.03%
BBCC	15,000	6,027	2,665	44.23%	15,000	11,189	74.59%	319.80%
Operations	0	85	85	100.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	32,525	47,750	24,625	51.57%	28,150	29,925	106.31%	21.52%
Urban Forestry	0	0	0	0.00%	0	0	0.00%	0.00%
Recover Forward	0	50,000	0	0.00%	0	0	0.00%	0.00%
Subtotal Program Rev	1,129,490	963,298	500,463	51.95%	1,118,550	760,133	67.96%	51.89%
General Fund Total	7,642,515	8,139,265	4,032,239	49.54%	7,658,708	4,982,600	65.06%	23.57%
Non-Reverting Fund								
Administration	35,600	16,415	13,498	82.23%	35,600	6,909	19.41%	-48.81%
Health & Wellness	3,915	23,764	-2	-0.01%	3,250	2,315	71.23%	0.00%
Community Relations	5,400	8,089	2,000	24.72%	5,400	1,505	27.87%	-24.75%
Aquatics	86,301	2,692	2,425	90.08%	85,503	75,482	88.28%	3012.65%
Frank Southern	123,300	55,031	23,630	42.94%	102,200	-14,934	-14.61%	-163.20%
Golf Services	156,500	160,799	82,481	51.29%	149,300	131,280	87.93%	59.16%
Natural Resources	70,000	61,656	40,365	65.47%	71,400	44,892	62.87%	11.21%
Youth Programs	246,740	116,867	100,421	85.93%	246,740	128,509	52.08%	27.97%
*TLRC -Operational	1,065,974	451,170	253,927	56.28%	730,428	264,437	36.20%	4.14%
Community Events	200,311	93,604	93,006	99.36%	192,459	89,155	46.32%	-4.14%
Adult Sports	143,500	39,589	39,062	98.67%	138,300	71,937	52.02%	84.16%
Youth Sports	4,002	1,344	-2	-0.15%	3,502	3,853	110.02%	0.00%
BBCC	7,600	19,524	13,274	67.98%	7,600	8,476	111.52%	-36.15%
Operations	64,800	38,706	19,527	50.45%	68,900	71,224	103.37%	264.75%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	12,500	27,491	12,674	46.10%	31,500	22,519	71.49%	77.68%
Landscaping	0	750	750	100.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,500	7,900	4,300	54.43%	9,500	7,200	75.79%	67.44%
N-R Fund subtotal:	2,236,343	1,125,393	701,335	62.32%	1,881,982	914,758	48.61%	30.43%
Other Misc Funds								

G-17-18 MCCSC 21st Co	14,210				30,000			
G18-19 MCCSC 21st Cor	30,000				30,000			
G19-20 MCCSC 21st Cor	30,000	18,679	11,008		14,210			
G20-21 MCCSC 21st		2,881				4,285		
G14009 Summer Food G	27,864	33,346			27,864	6,831		
Communit Banneker Bus	45,000	39,995			45,000			
Kaboom Play Everywhere								
NRPA Nutrition Hub		40,000	40,000			35,000		
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt		14,993	14,993			2,800		
G15008 Leonard Spring								
G15009 Griffy Nature Days		4,239	4,239			2,231		
(902) Rose Hill Trust		286	237			69		
Banneker ROI		157,379						
Banneker Nature Days		3,659	4,860			4,860		
Yth & Adolescent Phy Act	8,000				8,000			
Nature Days Star								
2019 Deer Cull IN DNR CHAP		25,000	25,000		25,000	25,000		
Other Misc Funds total:	155,074	340,458	100,338		180,074	81,076		
TOTAL ALL FUNDS	10,033,932	9,605,116	4,833,912	50.33%	9,720,764	5,978,434	61.50%	23.68%

	Non-Reverting Cash Balances	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
		1/1/2021	7/31/2021	revenue	7/31/2021	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	263,161.73	6,908.98		4,955.52		1,953.46	265,115.19
181001	Health & Wellness	14,884.91	2,315.00		1,495.58		819.42	15,704.33
181100	Community Relations	34,679.89	1,504.94		495.15		1,009.79	35,689.68
182001	Aquatics	311,829.23	75,481.67		47,071.67		28,410.00	340,239.23
182500	Frank Southern Center	145,619.91	(14,934.19)		37,939.39		(52,873.58)	92,746.33
183500	Golf Course	162,151.68	131,279.68		100,941.51		30,338.17	192,489.85
184000	Natural Resources	329,236.85	44,891.57		35,988.62		8,902.95	338,139.80
184500	Allison Jukebox	290,192.83	128,509.05		46,182.14		82,326.91	372,519.74
185000	TLRC	(2,235,133.79)	211,903.87		483,906.27		(272,002.40)	(2,507,136.19)
185009	TLRC Reserve	631,401.59	52,533.61		0.00		52,533.61	683,935.20
186500	Community Events	543,891.59	89,154.78		70,638.77		18,516.01	562,407.60
187001	Adult Sports	2,251.34	71,937.09		62,025.59		9,911.50	12,162.84
187202	Youth Sports	6,198.34	3,853.00		28,049.49		(24,196.49)	(17,998.15)
187209	Skate Park	575.42	0		0.00		0.00	575.42
187500	Benjamin Banneker Comm Center	64,551.43	8,475.66		2,730.05		5,745.61	70,297.04
	Childcare Program	(1,399.03)	0.00		0.00		0.00	(1,399.03)
189000	Operations	194,525.72	71,224.37		47,235.39		23,988.98	218,514.70
189005	Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
**189006	Switchyard Property	223,929.49	22,518.88		44,614.39		(22,095.51)	201,833.98
189500	Landscaping	13,454.36	0.00		0.00		0.00	13,454.36
189501	Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
189503	Urban Forestry	28,477.22	7,200.00		600.49		6,599.51	35,076.73
10002.01	Change Fund	0.00	0.00		0.00		0.00	0.00
201-24105	Deposits	0.00	0.00		0.00		0.00	0.00
	TOTALS	1,031,971.50	914,757.96	0.00	1,014,870.02	0.00	(100,112.06)	931,859.44

* 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.

(100,112.06)
**INCREASE/DECREASE
FOR THE CURRENT**

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
07/02/2021	1875927	AR Refunded Via Refunded To:	220103_3C Visa/MasterCard/Discover Heather McCollum 523 N. Plymouth Rd. Bloomington, IN 47408	Swimming Lessons: Level II (220103-	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Heather McCollum 523 N. Plymouth Rd. Bloomington, IN 47408	60.00	0.00	60.00
07/06/2021	1878297	PM Refunded Via Refunded To:	TL-SR-12 Visa/MasterCard/Discover Buck Walters 2416 Boston Rd Bloomington, IN 47401	TL SR 12M PIF (20184)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Buck Walters 2416 Boston Rd Bloomington, IN 47401	259.00	0.00	259.00
07/06/2021	1878305	FR Refunded Via Refunded To:	COURT_TLRC_c Visa/MasterCard/Discover Cameron king 3444 Hillside Court Spencer, IN 47460	Court 3 on 06/19/2021 at 11:00am to	Refund Now Drawer: Cur HH Info:	grabowsm 6 Cameron king 3444 Hillside Court Spencer, IN 47460	60.00	0.00	60.00
07/06/2021	1878584	AR Refunded Via Refunded To:	220103_4B Visa/MasterCard/Discover Talley Whang 1930 E Rock Creek Dr Bloomington, IN 47401	Swimming Lessons: Level II (220103-	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Talley Whang 1930 E Rock Creek Dr Bloomington, IN 47401	60.00	0.00	60.00
07/06/2021	1878584	AR Refunded Via Refunded To:	220104_4B Visa/MasterCard/Discover Talley Whang 1930 E Rock Creek Dr Bloomington, IN 47401	Swimming Lessons: Level III (220104	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Talley Whang 1930 E Rock Creek Dr Bloomington, IN 47401	60.00	0.00	60.00
07/06/2021	1878584	AR Refunded Via Refunded To:	220103_3A Visa/MasterCard/Discover Talley Whang 1930 E Rock Creek Dr Bloomington, IN 47401	Swimming Lessons: Level II (220103-	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Talley Whang 1930 E Rock Creek Dr Bloomington, IN 47401	60.00	0.00	60.00
07/06/2021	1878606	PSS Refunded Via Refunded To:	4010 Visa/MasterCard/Discover Germaine Bussert 516 S Basswood Dr Apt IV	PT 15 sessions (4010)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Germaine Bussert 516 S Basswood Dr Apt IV	305.00	0.00	305.00

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
				Bloomington, IN 47403		Bloomington, IN 47403			
07/06/2021	1878606	PSS Refunded Via Refunded To:	4010 Visa/MasterCard/Discover Germaine Bussert 516 S Basswood Dr Apt IV Bloomington, IN 47403	PT 15 sessions (4010)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Germaine Bussert 516 S Basswood Dr Apt IV Bloomington, IN 47403	113.00	0.00	113.00
07/06/2021	1878651	AR Refunded Via Refunded To:	220102_3C Visa/MasterCard/Discover Karina Jutzi 1406 S Nancy St Bloomington, IN 47401-6052	Swimming Lessons: Level I (220102-	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Karina Jutzi 1406 S Nancy St Bloomington, IN 47401-6052	60.00	0.00	60.00
07/06/2021	1878651	AR Refunded Via Refunded To:	220102_3C Visa/MasterCard/Discover Karina Jutzi 1406 S Nancy St Bloomington, IN 47401-6052	Swimming Lessons: Level I (220102-	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Karina Jutzi 1406 S Nancy St Bloomington, IN 47401-6052	60.00	0.00	60.00
07/06/2021	1878651	AR Refunded Via Refunded To:	220102_4A Visa/MasterCard/Discover Karina Jutzi 1406 S Nancy St Bloomington, IN 47401-6052	Swimming Lessons: Level I (220102-	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Karina Jutzi 1406 S Nancy St Bloomington, IN 47401-6052	60.00	0.00	60.00
07/06/2021	1878651	AR Refunded Via Refunded To:	220102_4A Visa/MasterCard/Discover Karina Jutzi 1406 S Nancy St Bloomington, IN 47401-6052	Swimming Lessons: Level I (220102-	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Karina Jutzi 1406 S Nancy St Bloomington, IN 47401-6052	60.00	0.00	60.00
07/07/2021	1879001	AR Refunded Via Refunded To:	235003_F Visa/MasterCard/Discover Kari Salyer 3544 S Glasgow Circle Bloomington, IN 47403	First Tee of Bloomington (235003-F)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Kari Salyer 3544 S Glasgow Circle Bloomington, IN 47403	100.00	0.00	100.00
07/07/2021	1879009	AR Refunded Via Refunded To:	220105_3C Visa/MasterCard/Discover Michelle Dugger	Swimming Lessons: Level IV (220105	Refund Now Drawer: Cur HH Info:	grabowsm 6 Michelle Dugger	60.00	0.00	60.00

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
			4410 N Ridgewood Dr. Bloomington, IN 47404			4410 N Ridgewood Dr. Bloomington, IN 47404			
07/07/2021	1879009	AR Refunded Via Refunded To:	220105_3C Visa/MasterCard/Discover Michelle Dugger 4410 N Ridgewood Dr. Bloomington, IN 47404	Swimming Lessons: Level IV (220105	Refund Now Drawer: Cur HH Info:	grabowsm 6 Michelle Dugger 4410 N Ridgewood Dr. Bloomington, IN 47404	10.00	0.00	10.00
07/07/2021	1879299	FR Refunded Via Refunded To:	SHELT_BRYPK_ Visa/MasterCard/Discover Saundra Ross Ballantine Hall 744 Bloomington, IN 47405-7103	Bryan Woodlawn on 08/19/2021 at 6:	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Saundra Ross Ballantine Hall 744 Bloomington, IN 47405-7103	66.00	0.00	66.00
07/08/2021	1880025	AR Refunded Via Refunded To:	220103_4B Visa/MasterCard/Discover Teresa Troke 2933 N Andy Way Bloomington, IN 47404	Swimming Lessons: Level II (220103-	Refund Now Drawer: Cur HH Info:	grabowsm 6 Teresa Troke 2933 N Andy Way Bloomington, IN 47404	70.00	0.00	70.00
07/09/2021	1880447	AR Refunded Via Refunded To:	235003_H Visa/MasterCard/Discover Sarah Cady 311 E. Lookout Lane Bloomington, IN 47408	First Tee of Bloomington (235003-H)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Sarah Cady 311 E. Lookout Lane Bloomington, IN 47408	100.00	0.00	100.00
07/09/2021	1880529	FR Refunded Via Refunded To:	SHELT_SWCHY Visa/MasterCard/Discover Community Voices for Health 3115 South Sare Road Bloomington, IN 47401	Switchyard Park Shelter on 08/29/20	Refund Now Drawer: Cur HH Info:	HALTI 3 Else Trygstad-Burke 3115 South Sare Road Bloomington, IN 47401	90.00	0.00	90.00
07/12/2021	1882280	AR Refunded Via Refunded To:	245002_E Visa/MasterCard/Discover Ann Dorwin 900 S. High St. Bloomington, IN 47401	Beginning/Intermediate (245002-E)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Ann Dorwin 900 S. High St. Bloomington, IN 47401	223.00	0.00	223.00

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
07/12/2021	1882282	AR Refunded Via Refunded To:	245002_A Visa/MasterCard/Discover Ge Yan 2519 E Sandberg Ct Bloomington, IN 47401	Beginning/Intermediate (245002-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Ge Yan 2519 E Sandberg Ct Bloomington, IN 47401	223.00	0.00	223.00
07/12/2021	1882287	AR Refunded Via Refunded To:	235003_G Visa/MasterCard/Discover Zhen Li 4709 E Donington Dr Bloomington, IN 47401	First Tee of Bloomington (235003-G)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Zhen Li 4709 E Donington Dr Bloomington, IN 47401	90.00	0.00	90.00
07/12/2021	1882399	AR Refunded Via Refunded To:	240002_B Visa/MasterCard/Discover Elspeth Mirchandani 730 Franklin Lakes Blvd FRANKLIN, IN 46131	Night Paddle (240002-B)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Elspeth Mirchandani 730 Franklin Lakes Blvd FRANKLIN, IN 46131	9.00	0.00	9.00
07/12/2021	1882399	AR Refunded Via Refunded To:	240002_B Visa/MasterCard/Discover Elspeth Mirchandani 730 Franklin Lakes Blvd FRANKLIN, IN 46131	Night Paddle (240002-B)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Elspeth Mirchandani 730 Franklin Lakes Blvd FRANKLIN, IN 46131	9.00	0.00	9.00
07/12/2021	1882401	AR Refunded Via Refunded To:	240002_B Visa/MasterCard/Discover Nathan Zarse 4011 E Morningside Dr Bloomington, IN 47408	Night Paddle (240002-B)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Nathan Zarse 4011 E Morningside Dr Bloomington, IN 47408	8.00	0.00	8.00
07/12/2021	1882401	AR Refunded Via Refunded To:	240002_B Visa/MasterCard/Discover Nathan Zarse 4011 E Morningside Dr Bloomington, IN 47408	Night Paddle (240002-B)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Nathan Zarse 4011 E Morningside Dr Bloomington, IN 47408	8.00	0.00	8.00
07/12/2021	1882401	AR Refunded Via Refunded To:	240002_B Visa/MasterCard/Discover Nathan Zarse 4011 E Morningside Dr Bloomington, IN 47408	Night Paddle (240002-B)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Nathan Zarse 4011 E Morningside Dr Bloomington, IN 47408	8.00	0.00	8.00

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
07/12/2021	1882401	AR Refunded Via Refunded To:	240002_B Visa/MasterCard/Discover Nathan Zarse 4011 E Morningside Dr Bloomington, IN 47408	Night Paddle (240002-B)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Nathan Zarse 4011 E Morningside Dr Bloomington, IN 47408	8.00	0.00	8.00
07/14/2021	1883681	AR Refunded Via Refunded To:	245002_F Visa/MasterCard/Discover Margaret Menge 117 S. Bryan Ave Bloomington, IN 47408	Beginning/Intermediate (245002-F)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Margaret Menge 117 S. Bryan Ave Bloomington, IN 47408	223.00	0.00	223.00
07/14/2021	1883966	FR Refunded Via Refunded To:	SHELT_BRYPK_ Visa/MasterCard/Discover Loren Henry 3851 S Mill Stone Ct Bloomington, IN 47401	Bryan Henderson on 07/31/2021 at 6	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Loren Henry 3851 S Mill Stone Ct Bloomington, IN 47401	56.00	0.00	56.00
07/15/2021	1884676	AR Refunded Via Refunded To:	240007_A Visa/MasterCard/Discover Sarah Scranton 3165 E Will Sowders Road Bloomington, IN 47401	Mushroom Foray (240007-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Sarah Scranton 3165 E Will Sowders Road Bloomington, IN 47401	6.00	0.00	6.00
07/15/2021	1884676	AR Refunded Via Refunded To:	240007_A Visa/MasterCard/Discover Sarah Scranton 3165 E Will Sowders Road Bloomington, IN 47401	Mushroom Foray (240007-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Sarah Scranton 3165 E Will Sowders Road Bloomington, IN 47401	6.00	0.00	6.00
07/15/2021	1884679	AR Refunded Via Refunded To:	240007_A Visa/MasterCard/Discover Courtney Foster 1312 S Washington St Bloomington, IN 47401	Mushroom Foray (240007-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Courtney Foster 1312 S Washington St Bloomington, IN 47401	5.00	0.00	5.00
07/15/2021	1884681	AR Refunded Via	240007_A Visa/MasterCard/Discover	Mushroom Foray (240007-A)	Refund Now Drawer:	grabowsm 6	5.00	0.00	5.00

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
		Refunded To:	Natalie Bainter 113 1/2 E. 1st Street Bloomington, IN 47401		Cur HH Info:	Natalie Bainter 113 1/2 E. 1st Street Bloomington, IN 47401			
07/16/2021	1885471	AR Refunded Via Refunded To:	245104_I July 26- July 30, 2021 (245104-I) Visa/MasterCard/Discover Beth Feickert 3758 Bainbridge Dr. Bloomington, IN 47401		Refund Now Drawer: Cur HH Info:	PHILBECE 4 Beth Feickert 3758 Bainbridge Dr. Bloomington, IN 47401	135.00	0.00	135.00
07/16/2021	1885585	FR Refunded Via Refunded To:	SHELT_BRYPK_ Bryan Woodlawn on 08/06/2021 at 6: Visa/MasterCard/Discover Kevin Clark 3016 Forest Ridge Dr. Bloomington, IN 47401		Refund Now Drawer: Cur HH Info:	MCGLOTHB 5 Anne Clark 3016 Forest Ridge Dr. Bloomington, IN 47401	66.00	0.00	66.00
07/19/2021	1887515	FR Refunded Via Refunded To:	COURT_TLRC_c Court 2 on 07/02/2021 at 6:00pm to Visa/MasterCard/Discover Hongru Yal Bloomington, IN 47401		Refund Now Drawer: Cur HH Info:	grabowsm 6 Hongru Yal Bloomington, IN 47401	30.00	0.00	30.00
07/21/2021	1888712	AR Refunded Via Refunded To:	235003_H First Tee of Bloomington (235003-H) Visa/MasterCard/Discover karen ReidRenner 1403 east atwater ave bloomington, IN 47401		Refund Now Drawer: Cur HH Info:	grabowsm 6 karen ReidRenner 1403 east atwater ave bloomington, IN 47401	90.00	0.00	90.00
07/21/2021	1888856	AR Refunded Via Refunded To:	220105_4A Swimming Lessons: Level IV (220105) Visa/MasterCard/Discover Leora Gal 1000 S Lincoln St Bloomington, IN 47401		Refund Now Drawer: Cur HH Info:	PHILBECE 4 Leora Gal 1000 S Lincoln St Bloomington, IN 47401	60.00	0.00	60.00
07/21/2021	1888856	AR Refunded Via Refunded To:	220106_4A Swimming Lesssons: Level V (22010) Visa/MasterCard/Discover Leora Gal 1000 S Lincoln St Bloomington, IN 47401		Refund Now Drawer: Cur HH Info:	PHILBECE 4 Leora Gal 1000 S Lincoln St Bloomington, IN 47401	60.00	0.00	60.00

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
07/21/2021	1888949	AR Refunded Via Refunded To:	220105_4A Visa/MasterCard/Discover Noa Hazan 378 12th st #2 BROOKLYN, NY 11215	Swimming Lessons: Level IV (220105	Refund Now Drawer: Cur HH Info:	HALTI 3 Noa Hazan 378 12th st #2 BROOKLYN, NY 11215	70.00	0.00	70.00
07/21/2021	1888949	AR Refunded Via Refunded To:	220106_4A Visa/MasterCard/Discover Noa Hazan 378 12th st #2 BROOKLYN, NY 11215	Swimming Lesssons: Level V (22010	Refund Now Drawer: Cur HH Info:	HALTI 3 Noa Hazan 378 12th st #2 BROOKLYN, NY 11215	70.00	0.00	70.00
07/23/2021	1890214	AR Refunded Via Refunded To:	240009_E Visa/MasterCard/Discover Sara Bohs 1218 E. Elliston Drive Bloomington, IN 47401	SUP Learn to Paddle (240009-E)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Sara Bohs 1218 E. Elliston Drive Bloomington, IN 47401	20.00	0.00	20.00
07/23/2021	1890567	AR Refunded Via Refunded To:	220103_4A Visa/MasterCard/Discover Margaret Lewis 929 S Brumley Ct Bloomington, IN 47401	Swimming Lessons: Level II (220103-	Refund Now Drawer: Cur HH Info:	grabowsm 6 Margaret Lewis 929 S Brumley Ct Bloomington, IN 47401	60.00	0.00	60.00
07/26/2021	1892007	AR Refunded Via Refunded To:	245002_H Visa/MasterCard/Discover Jun Zhu 3723 E Devonshire ct bloomington, IN 47408	Advanced (245002-H)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jun Zhu 3723 E Devonshire ct bloomington, IN 47408	221.00	0.00	221.00
07/26/2021	1892007	AR Refunded Via Refunded To:	245002_H Visa/MasterCard/Discover Jun Zhu 3723 E Devonshire ct bloomington, IN 47408	Advanced (245002-H)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jun Zhu 3723 E Devonshire ct bloomington, IN 47408	225.00	0.00	225.00
07/26/2021	1892102	AR Refunded Via	220106_4A Visa/MasterCard/Discover	Swimming Lesssons: Level V (22010	Refund Now Drawer:	grabowsm 6	60.00	0.00	60.00

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
		Refunded To:	Arthur Liou 705 S. Park Ridge Rd. Bloomington, IN 47401		Cur HH Info:	Arthur Liou 705 S. Park Ridge Rd. Bloomington, IN 47401			
07/26/2021	1892148	AR Refunded Via Refunded To:	220103_4A Visa/MasterCard/Discover Caitlin Groth 542 Green Rd. Bloomington, IN 47403	Swimming Lessons: Level II (220103-	Refund Now Drawer: Cur HH Info:	grabowsm 6 Caitlin Groth 542 Green Rd. Bloomington, IN 47403	70.00	0.00	70.00
07/26/2021	1892168	AR Refunded Via Refunded To:	220105_4B Visa/MasterCard/Discover Brian Shaw 4551 E Donington Dr Bloomington, IN 47401	Swimming Lessons: Level IV (220105	Refund Now Drawer: Cur HH Info:	grabowsm 6 Brian Shaw 4551 E Donington Dr Bloomington, IN 47401	70.00	0.00	70.00
07/26/2021	1892168	AR Refunded Via Refunded To:	220105_4B Visa/MasterCard/Discover Brian Shaw 4551 E Donington Dr Bloomington, IN 47401	Swimming Lessons: Level IV (220105	Refund Now Drawer: Cur HH Info:	grabowsm 6 Brian Shaw 4551 E Donington Dr Bloomington, IN 47401	70.00	0.00	70.00
07/26/2021	1892246	AR Refunded Via Refunded To:	220103_4A Visa/MasterCard/Discover Marni Blair 4539 E. Compton Blvd. Bloomington, IN 47401	Swimming Lessons: Level II (220103-	Refund Now Drawer: Cur HH Info:	grabowsm 6 Marni Blair 4539 E. Compton Blvd. Bloomington, IN 47401	70.00	0.00	70.00
07/27/2021	1892656	AR Refunded Via Refunded To:	220102_4A Visa/MasterCard/Discover Jeanna Srinivasan 5587 Limestone Creek Rd Gosport, IN 47433	Swimming Lessons: Level I (220102-	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Jeanna Srinivasan 5587 Limestone Creek Rd Gosport, IN 47433	70.00	0.00	70.00
07/29/2021	1893725	AR Refunded Via Refunded To:	235003_I Visa/MasterCard/Discover Malcolm Adam 2225 S High St Bloomington, IN 47401	First Tee of Bloomington (235003-I)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Malcolm Adam 2225 S High St Bloomington, IN 47401	90.00	0.00	90.00

RecTrac

Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
-------------	-----------	--------	------------	-------------	-------------	-----------	---------	---------	---------

Report Summary Totals

Total Refund Records:	53
Total Fees Refunded:	4,207.00
Total Tax Refunded:	0.00
Total Amount Refunded:	4,207.00

RecTrac

Refund Detail Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

Output Template:	VSI - Refund Detail Report
Output Type:	Detail
Sort Option:	SARefund_CancelDate,SAREFUND_ReceiptNumber,SARefund_CashDrawer,SAREFUND_Module,SAHouseho
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:	07/01/2021 - Actual Date 07/01/2021
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	07/31/2021 - Actual Date 07/31/2021
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:	7

Bloomington Parks and Recreation Surplus Declaration Form

Aug-21

Aug-21

[illegible]



STAFF REPORT

Agenda Item: A-7
Date: 8/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Mark Marotz Operations Superintendent
DATE: August 17, 2021
SUBJECT: Olcott Park Concession Stand Staining

Recommendation

Staff recommends approval of contract with Dynasty Painting, LLC to restain the exterior cedar siding at our Olcott Park concession stand.

The amount of the contract is not to exceed \$4,800 and will be charged to the GO Bond Series C: 977-18-18016c-54510.

Background

The exterior siding of the Olcott Park Concession stand is weathered and showing its age. Using bond funding, Dynasty Painting will pressure wash, hammer loose nails back into place to secure the siding, and apply a fresh coat of stain. Dynasty Painting LLC has done other painting jobs for the Parks department in the past (painting the Switchyard maintenance building and painting hand rails at Twin Lakes Sports Park) and we have been happy with their quality of work.

RESPECTFULLY SUBMITTED,

Staff Name, Title

2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
Dynasty Painting, LLC
FOR
Olcott Park Concession Stand Staining**

This Agreement, entered into on this ____ day of _____, 201____, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Dynasty Painting, LLC (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to have siding repairs and staining conducted at the Olcott Park concession stand; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 31, 2021 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.

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 (\$4,800.00). 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:

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 Dynasty Painting, LLC of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

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	Steven Hobbs
Attn: Mark Marotz, Operations Superintendent	Dynasty Painting, LLC
401 N. Morton, Suite 250	3065 N Cantlin 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

Dynasty Painting, LLC

Philippa M. Guthrie, Corporation Counsel

Steven Hobbs, 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:

- Pressure wash exterior of cedar siding on all four sides of building.
- Hammer nails in areas where needed to resecure shingle siding.
- Stain all wood with Sherwin Williams Woodscapes stain (color to be determined).

EXHIBIT B

“Project Schedule”

Work to be completed by October 31, 2021.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

[illegible]

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Dynasty Painting, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-8
Date: 8/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: August 17, 2021
SUBJECT: CONTRACT WITH LENTZ PAVING LLC TO REPAIR FLOOD DAMAGE AT SHERWOOD OAKS TENNIS COURTS

Recommendation

Staff recommends approval of this small service contract for \$2,350 with Lentz Paving LLC. The funds are from the General Obligation Bond 977-18-18016C-54510.

Background

Bloomington experienced a major rain event on Friday, June 18 that severely damaged the tennis courts at Sherwood Oaks. One court is currently not playable. The staff solicited quotes and proposals to repair the asphalt damage. We received this quote with the scope being to grind the raised pavement and reheat existing pavement and add any to match existing grade. It will then be rolled to smooth raised areas. We will still need to have the areas recoated and lined at a later date. Other vendors proposed major repairs that could not be done until next year and involved saw cutting and extraction and replacing large amounts of pavement. Alternate proposals were far more expensive than this option.

There is probable risk of a repeat of this damage/event. The courts are showing signs of long term instability due to their location next to Jackson Creek and the volume of water this area has experienced in recent years.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

2021-January

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
LENTZ PAVING LLC**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Lentz Paving LLC ("Contractor").

Article 1. Scope of Services Contractor shall repair flood damaged Sherwood Oaks tennis courts by cutting high spots off heaved asphalt and reheat areas and add asphalt as needed and roll for compaction ("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 November 30, 2021, 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 John Turnbull, Division Director Sports 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 Three Hundred Fifty Dollars and zero cents (\$2,350.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: John Turnbull, 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: by November 30, 2021.

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: John Turnbull, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Lentz Paving LLC, P.O. Box 87, Bloomington, IN 47402-0087. 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

LENTZ PAVING LLC

Philippa M. Guthrie, Corporation Counsel

Travis Lentz

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 _____)

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.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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____.

Lentz Paving LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-9
Date: 8/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: August 17th, 2021
SUBJECT: REVIEW/APPROVAL OF SERVICE AGREEMENT WITH MASTER RENTAL

Recommendation

Staff recommends approval of a service agreement between the City of Bloomington Parks and Recreation Department (“BPRD”) and Master Rental (“Contractor”).

Total Cost: \$1,839.47. Funding source: 200-18-184000-53990.

Background

The Bloomington Parks and Recreation Department seeks approval of a Service Agreement with Master Rental for a 20’x 30’ event tent with installation services. The tent will be used to shade picnic tables at Leonard Springs Nature Park throughout the fall Nature Day program season, starting on September 7th and running through November 9th. The Leonard Springs Nature Day program hosts roughly 700 sixth grade Monroe County Community School Corporation (MCCSC) students every year.

RESPECTFULLY SUBMITTED,

Rebecca Swift, Natural Resources Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
MASTER RENTAL**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Master Rental, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide event tent rental and installation services ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before September 6th, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Rebecca Swift, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed one thousand eight hundred thirty nine dollars and forty seven cents (\$1,839.47). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Rebecca Swift, Natural Resources 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. Terms & Conditions Contractor shall perform the Services according to the Terms & Conditions listed under Exhibit C. 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: Rebecca Swift, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Master Rental, 2002 W 3RD ST. 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

Philippa M. Guthrie, Corporation Counsel

MASTER RENTAL

Amy Turpen, Operator

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

MASTER RENTAL

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 _____, 2021.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT C

TERMS AND CONDITIONS:

1. **INSPECTION.** Customer acknowledges that he has had an opportunity to personally inspect the equipment, and finds it suitable for his needs and in good condition, and that he understands its proper use. Customer further acknowledges his duty to inspect the equipment prior to use and notify Dealer of any defects.
2. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair as a result of normal use, Customer agrees to discontinue use and notify Dealer who will replace the equipment with similar equipment in good working order, if available. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise.
3. **WARRANTIES. THERE ARE NO WARRANTIES OR MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED.** There is no warranty that the equipment is suited for Customer's intended use, or that it is free from defects. "IN NO EVENT SHALL DEALER BE LIABLE FOR CONSEQUENTIAL DAMAGES" YOU ARE RENTING EQUIPMENT ON AN "AS IS, WHERE IS" BASIS
4. **HOLD HARMLESS AGREEMENT.** Customer agrees to assume the risks of, and hold Dealer harmless for, property damage and personal injuries caused by the equipment and/or arising out of Dealer's negligence.
5. **PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract.
 - a. Use for illegal purpose or in illegal manner.
 - b. Use when the equipment is in bad repair or is unsafe.
 - c. Improper, unintended use or misuse.
 - d. Use by anyone other than Customer or his employees, without Dealer's written permission.
 - e. Use at any location other than the address furnished Dealer without Dealer's written permission. (Does not apply to mobile equipment.)
6. **ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** Dealer may assign his rights under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may not sublease or loan the equipment without Dealer's written permission. Any purported assignment by Customer is void.
7. **TIME OR RETURN.** Customer's right to possession terminates on the expiration of the rental period ("Due in" date & time) and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.
8. **LATE RETURN.** Customer agrees to return the rented goods during Dealer's regular store hours, upon expiration of the rental period ("Due in" date & time). Customer agrees that if the rented goods are held beyond the expiration of the rental period ("Due in" date & time) as designated in the contract, the daily rate as indicated on the contract shall be the agreed contractual rate for the entire period, notwithstanding any lesser periodic rate.
9. **DIRTY, DAMAGED OR LOST EQUIPMENT.** Customer agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of the Dealer. Customer also agrees to pay a reasonable cleaning charge for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen goods. "Equipment which is lost, stolen or is damaged beyond reasonable cost of repair is the sole and exclusive responsibility of the customer. Such equipment will be paid for by the Customer at the current list price without reduction for depreciation, usage or wear and tear." The cost of repairs will be borne by the Customer, whether performed by the Dealer or, at Dealer's option, by others.
10. **TIME OF PAYMENT.** Accounts are due and payable at the termination of the rental period. A carrying charge of 2% per month (ANNUAL RATE OF 26.82%) will be charged on all overdue accounts.
11. **COLLECTION COSTS.** In the event of default by Customer under this agreement, Customer agrees to pay all costs of collection and litigation, including attorney's fees. There will be added to the amount due hereunder minimum attorney's fees of twenty-five percent (25%) of the amount otherwise due. Customer waives any rights to trial by jury.
12. **REPOSSESSION.** Upon a failure to pay rent or other breach of this contract, Dealer may terminate this contract and take possession of and remove the goods from wherever they are, and Dealer and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.
13. **INSPECTION OF TRAILER HITCH.** Customer agrees to inspect the trailer coupling mechanism and safety chain before leaving Dealer's premises. Customer also agrees to inspect the equipment periodically (every 100 miles) and to maintain the coupling and chain in a safe and secure condition.
14. **LOADING AND UNLOADING GOODS.** Customer is responsible for loading and unloading the goods. If Dealer's employees assist in loading or unloading the goods, Customer agrees to assume the risk of, and hold Dealer harmless for, any property damage or personal injuries, including damage or injuries attributable to the negligence of the Dealer or his employees. Dealer is not liable for damage to Customer's bumper or automobile done by detachable hitches, towbars or other detachable equipment.
15. **DAMAGE WAIVER CHARGE. (DWC)** If accepted by Customer, Dealer agrees in consideration of an additional charge of 14% of the gross rental charges, to modify the responsibilities of Customer created in paragraph 9 (Dirty Damaged or Lost Equipment) regarding equipment damaged while in Customer's possession or control. Notwithstanding paragraph 9 above, Damage Waiver covers up to \$5000 worth of damage. Customer accepting Damage Waiver is not responsible for damage to the rental equipment, except as follows:
 - a. Damage of accessory equipment, such as electric cords, drill bits, points and chisels, batteries, hoses belts, tires, etc.
 - b. Damage due to Customer's neglect, misuse or abuse, such as failure to check oil levels and oil filters, using improper fuel or long extension cords, trailer damage such as breaking lights or jackknifing. DWC does Not cover Vandalism, Theft, or Mysterious Disappearance. DWC IS NOT INSURANCE.
16. **SEVERABILITY.** The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
17. **CLEANING.** China, Glassware, and Flatware must be returned rinsed and repacked properly in boxes provided or additional charges will be assessed. Special cleaning deposits will be charged on BBQ Grills and Cooking Equipment.
18. **LINENS.** Table linens are inspected prior to pick up and upon return. DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG - mildew will result. If there is obvious damage such as mildew, excessive stains, burns or tears, you will be charged the cost of the linen and keep same as though it were a sale. Return all linens dry and free of waste.
19. **PERMITS AND LICENSES.** Customer shall at its own expense, and prior to the installation of the equipment provide all necessary permits, licenses, and other consents.
20. **WEATHER RELATED RISKS.** Customer assumes all weather related risks involved in holding an outdoor tented event. Dealer will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Dealer's control, Customer shall still be liable for payment in full of all charges.
21. **PREPARATION OF SITE.** Customer agrees to have the site upon which the equipment is to be erected, free and clear of all obstacles, natural and manmade, prior to the arrival of the Dealer's work crew. Customer further agrees to have all tents cleared for removal prior to our arrival. All non-

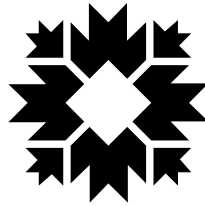
leased equipment and decorations shall be cleared and taken from site. If Customer fails to do so, the Customer shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expense.

22. MATERIAL. All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof, and are to be considered temporary shade structures.

23. COOKING UNDER TENTS. Customer agrees not to do any type of cooking under or within a reasonable distance of the tent. Customer assumes full responsibility and costs incurred for damage and/or cleaning expense to tent tops due to cooking processes under or near tents.

24. ELECTRIC POWER AND LIGHTING. Customer agrees to furnish Dealer access to, and the right to use Customer's electrical and power lines for the installation and operation of the rented equipment.

25. UNDERGROUND FACILITIES. Customer agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of Dealer's work crews. Customer assumes full responsibility for damage to all Underground Facilities. To identify Underground Facilities, Customer must call one week prior to installation. "CALL BEFORE YOU DIG 1-800-382-5544" Failure, refusal or neglect to return the rented goods within seventy-two (72) hours after the agreed rental period has expired, or the presenting by customer of false, fictitious or misleading identification is prima facie evidence that the customer is exerting unauthorized control over the rented goods with the intention to commit the crimes of conversion and theft.



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-10
Date: 8/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: August 17, 2021
SUBJECT: REVIEW/APPROVAL OF AGREEMENT WITH VET ENVIRONMENTAL TO
CONDUCT MOLD TESTING AT LEONARD SPRINGS NATURE PARK

Recommendation

Staff recommends approval of this agreement. Funding Source: 200-18-184000-53990
Total Dollar Amount of Contract: \$750

Background

The agreement will provide for mold testing to be done in the restroom closet at Leonard Springs Nature Park.

RESPECTFULLY SUBMITTED,

Steve Cotter, Natural Resources Manager

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
VET ENVIRONMENTAL ENGINEERING, LLC**

This Agreement, entered into on this _____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and VET Environmental Engineering, LLC ("Contractor").

Article 1. Scope of Services Contractor shall provide test results for possible black mold in the restroom closet at Leonard Springs Nature Park. ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before August 31, 2021 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 Seven Hundred and Fifty dollars (\$750.00). 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: Testing shall be completed by August 31, 2021. 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: Steve Cotter, 401 N. Morton, Bloomington, IN 47402. **Contractor: VET Environmental Engineering, 2335 W. Fountain Dr. 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

Philippa M. Guthrie, Corporation Counsel

VET ENVIRONMENTAL ENGINEERING

Sara Rae Hamidovic, President

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

VET ENVIRONMENTAL ENGINEERING

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 _____, 2021.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-1
Date: 8/11/2021

Administrator
Review/Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: August 17, 2021
SUBJECT: REVIEW/APPROVAL OF 2022 PROPOSED GENERAL FUND BUDGET REQUEST

RECOMMENDATION

It is recommended the Board approve the proposed 2022 City of Bloomington Parks and Recreation General Fund Budget Request and Program Units as attached.

BACKGROUND

The 2022 Parks and Recreation General Fund budget request and revised program unit structure reflect ongoing changes in service provision and true cost allocations by activity and program unit. The budget preparation process has incorporated input from staff specialists, supervisors, managers and division directors. The 2022 budget was developed using a “zero based” budget model. This model assesses the costs of every department service using no previous budget history and building a budget based on the needs for each service delivered.

A power point presentation will be presented at the meeting highlighting the details of the budget.

Respectfully Submitted,

Paula McDevitt, Administrator



STAFF REPORT

Agenda Item: B-2
Date: 8/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: August 17, 2021
SUBJECT: REVIEW/APPROVAL OF AGREEMENT WITH BRUCE WILDS SECURITY
FOR GRIFFY LAKE NATURE PRESERVE COMMUNITY HUNTING ACCESS
PROGRAM 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 six days of the hunt.

RESPECTFULLY SUBMITTED,

Steve Cotter, Natural Resources Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BRUCE WILDS SECURITY
FOR
2021 CHAP HUNT SECURITY**

This Agreement, entered into on this ____ day of _____, 201____, 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 have security services present at Griffy Lake during the 2021 Community Hunting Access Program (CHAP); and

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 March 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 Steve Cotter as the Department’s Project Manager.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed four thousand nine hundred and sixty-eight dollars (\$4,968.00). 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 Bruce Wilds Security of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

City of Bloomington		Bruce Wilds
Attn: Steve Cotter		Bruce Wilds Security
401 N. Morton, Suite 250		602 E. Waterloo Court
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**

Philippa M. Guthrie, 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:

Providing two security officers on November 13, 14, 20, 21, 27, and 28 from 5:00AM until 11:00 AM and from 1:00 PM until 7:00 PM each day. Security officers will enforce the park closure at the Griffy Boathouse parking lot and patrol the perimeter.

EXHIBIT B

“Project Schedule”

See dates included in Scope of Work.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Bruce Wilds Security

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: B-3
Date: 8/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: August 17th, 2021
SUBJECT: **COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT WITH
INDIANA UNIVERSITY OUTDOOR ADVENTURES**

Recommendation

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

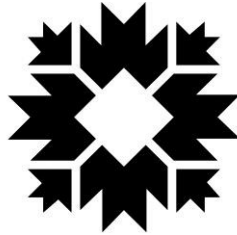
Background

The Bloomington Parks and Recreation Department seeks approval of a cooperative program partnership agreement with the Indiana University Outdoor Adventures ("IUOA") to plan and develop outdoor recreational programs which promote social, physical, emotional, mental, and environmental health in the community. Each partner agrees to share resources during partnered events and use promotional materials to market opportunities to participate in various trips, programs, and other activities that foster a love of the outdoors.

RESPECTFULLY SUBMITTED,

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

Rebecca Swift, Natural Resources Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2021, by and between the Bloomington Parks and Recreation Department (“BPRD”) and The Trustees of Indiana University, on behalf of Indiana University Outdoor Adventures (“IUOA”), (collectively, the “Parties” and individually a “Party”).

WITNESSETH:

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

WHEREAS, BPRD and IUOA desire to cooperate in the provision of outdoor recreational programs and outfitting services; and

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

WHEREAS, IUOA is authorized to provide promotional support, outfitting services, recreational resources and connection to student populations and community members; and

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

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

- 1.0 Purpose of Agreement.** The purpose of this Agreement is to outline a cooperative partnership, which will provide support for outdoor recreation opportunities, event marketing strategies, and connection to social platforms by combining available resources from each Party in the Agreement.
- 2.0 Duration of Agreement.** The term of this Agreement shall begin upon the Effective Date and run through July 31, 2022, unless terminated earlier as provided under Section 7, below (“Term”). The Parties may agree to extend the Term of the Agreement in writing signed by the Parties.
- 3.0 Bloomington Parks & Recreation Department Obligations.** In addition to any other applicable requirements in this Agreement, BRPD will perform the following:

- 3.1 Maintain close contact with Hannah Nixon (or other individual, as identified by IUOA) of IUOA and bring any issues related to outdoor recreational programs and outfitting services, or as otherwise related to this Agreement, to their attention.
- 3.2 Create and assist with the distribution of promotional materials to include fliers, registration information, posters, digital marketing and newsletters. Any such materials must be compliant with IU's applicable policies and guidelines, and must be approved by IU Licensing and Trademarks in advance of distribution by emailing iulogo@iu.edu.
- 3.3 Coordinate student group events and volunteer work days on park properties.
- 3.4 Track participation numbers and volunteer hours for cooperative programs.
- 3.5 Include cooperative program information in the BPRD seasonal program guides.
- 3.6 Promote IUOA outfitting services, academic services, and recreational programs at Griffy Lake Boathouse.
- 3.7 Provide day-of supplies and staffing as able for cooperative programs, including but not limited to canoes, kayaks, standup paddleboards, paddles, lifejackets, and signage.
- 3.8 Maintain Griffy Lake Boathouse and its surrounding areas, any other location maintained or controlled by BPRD which may be used pursuant to this Agreement, and any day-of supplies per 3.7 above, in a safe and clean manner, and in accordance with any applicable BPRD policies or guidelines, as well as any other applicable policies, guidelines, and governing laws and standards.

4.0 Indiana University Outdoor Adventures Obligations. In addition to any other applicable requirements in this Agreement, IUOA will perform the following:

- 4.1 Maintain close contact with Rebecca Swift, Natural Resources Coordinator, and address any issues related to outdoor recreational programs and outfitting services, or as otherwise related to this Agreement, to her attention.
- 4.2 Maintain close contact with other the Indiana University organizations to coordinate equipment, student volunteers, and other resources as identified by IUOA.
- 4.3 Marketing cooperative programs and resources on IU Bloomington campus and to IU population, especially incoming students.
- 4.4 Provide day-of supplies and staffing as able for cooperative programs, including but not limited to kayaks, standup paddleboards, paddles, lifejackets, and other resources as identified.
- 4.5 Coordinate group trainings, outings, and volunteer opportunities for students on park properties.

5.0 Terms Mutually Agreed to By All Parties. The intent of this Agreement is to document a mutually beneficial partnership between BPRD and IUOA.

BPRD and IUOA agree to:

- 5.1** Each Party shall release, hold harmless and indemnify the other Party, and its officers, employees, agents and assigns (“Releasees”) from any and all claims which may arise as a result of BPRD and IUOA activities under this Agreement. This includes claims for personal injury, illnesses, property damage or any other type of claim which might be brought against Releasees or their employees, agents, or patrons, by any third party, unless caused by the negligence of the other Party. Provided, however, that IUOA’s obligations hereunder shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of IUOA as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the IUOA is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant in Indiana and all appropriate defenses had been raised by IUOA.
- 5.2** Share all marketing/promotional materials between both Parties involved **prior to** any advertising, and in accordance with applicable IU licensing and trademark policies and guidelines.
- 5.3** Provide staff support for cooperative programs.
- 5.4** The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited on the Indiana University campus. Amplified music or the promotion or sale of any article is prohibited without appropriate approval or permit.
- 5.5** The Parties will promote cooperative programs with relevant community parties to gain support for the initiative, and educate the community on outdoor recreational opportunities.
- 5.6** The priority location for cooperative programs will be Griffy Lake Nature Preserve.
- 5.7** The Parties agree that the priority location is subject to change and may fluctuate based on weather, availability, price point, or other accommodations needed by either Party, and that any alternative location will be mutually agreed upon by the parties in each instance.
- 5.8** The Parties agree to remain in frequent and open communication with each other throughout the duration of this Agreement.
- 5.9** In the event of inclement weather, the Parties agree to make joint decisions regarding cancellation of cooperative programs. Efforts will be made to reschedule any cancellations as schedules allow.
- 5.10** The staff and personnel of each Party involved in this Agreement will at all times represent themselves in a professional manner and reflect the commitment of the Parties to quality services and customer satisfaction.

- 5.11** BRPD and IUOA acknowledge that the commitment of personnel, facilities, and supplies by each Party will be honored according to the timetable agreed upon by the Parties on an event by event basis.
- 5.12** Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.
- 5.13** The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.

6.0 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:

City of Bloomington Parks & Recreation
Paula McDevitt, Director
P.O. Box 848
Bloomington, IN 47402
(812) 349-3711

IU Outdoor Adventures
Hannah Nixon, IUOA Manager
1900 E. 10th St, Room 020
Bloomington, IN 47406
(812) 856-4092

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

Rebecca Swift
(812) 349-3759
Bloomington Parks & Recreation
401 N. Morton St., Suite 250
Bloomington, IN 47402
rebecca.swift@bloomington.in.gov

Hannah Nixon
(812) 856-4092
IU Outdoor Adventures
1900 E. 10th St, Room 020
Bloomington, IN 47406
hmnixon@iu.edu

- 7.0 Termination.** This Agreement may only be terminated prior to its stated expiration in writing by the mutual agreement of the Parties and delivered to the Notice and Agreement Representatives listed in Paragraph 6. Upon such termination, all Parties will be notified.

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

- 8.0 Option for Renewal.** The Parties have the option to renew this Agreement for any subsequent years by

the mutual agreement of the Parties and upon the same terms as provided herein or such other terms as agreed to between the Parties. Such renewal must be in writing, signed by the Parties and delivered to the Notice and Agreement Representatives listed in Paragraph 6. This provision shall not be interpreted to impose any obligation on the Parties to renew this Agreement.

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

**City of Bloomington Parks and
Recreation Department**

The Trustees of Indiana University

By:

By:

Paula McDevitt, Director

Donald S. Lukes, University Treasurer

Kathleen Mills, President
Board of Park Commissioners

Philippa Guthrie, Corporation Counsel



STAFF REPORT

Agenda Item: B-4
Date: 8/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: August 17, 2021
SUBJECT: REVIEW/APPROVAL OF SUMMER STAR MEMORANDUM OF AGREEMENT
FOR GRIFFY LAKE NATURE DAY PROJECT

Recommendation

Staff recommends approval of the agreement with the Summer Star Foundation to fund the Griffy Lake Nature Day program for the 2021-2022 school year. Summer Star Foundation agrees to contribute up to a maximum of \$5,000 to cover program expenses.

Background

Griffy Lake Nature Day, currently in its fourteenth year, is an experiential environmental education program for fourth grade Monroe County Community School Corporation (MCCSC) students. It incorporates hands-on outdoor activities that meet state science standards and connects students with local natural resources. The program has been funded by the Summer Star Foundation since its beginning. The grant funds shall be used for the following expenses relating to the Griffy Lake Nature Day Project: personnel, curriculum development, logistical coordination, transportation, supplies, and program materials.

We look forward to continuing our relationship with the Summer Star Foundation and providing this outdoor experience to our local youth for years to come.

RESPECTFULLY SUBMITTED,

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

Rebecca Swift, Natural Resources Coordinator



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

This Agreement is made and entered into as of this ____ day of _____, 2021, by and between the City of Bloomington Parks and Recreation Department (hereinafter, “BPRD”), and Summer Star Foundation for Nature, Art and Humanity Inc. (hereinafter, “Summer Star Foundation”).

1. Purpose of Agreement:

Both parties recognize that the need exists to provide wholesome and constructive educational and recreational activities for children in Bloomington, Indiana that will effectively contribute to the mental, physical, social and educational enrichment of children. This Agreement is for the purpose of providing school year environmental educational programming to fourth graders in the Monroe County Public Schools.

2. Duration of Agreement:

This Agreement commences on September 1, 2021 and expires on September 30, 2022, unless terminated earlier as provided under Article 10 or renewed as provided under Article 11.

3. Bloomington Parks & Recreation Department:

BPRD is a municipal organization dedicated to providing essential services, facilities and programs necessary for the positive development and well-being of the community through the provision of parks, greenways, trails and recreational facilities while working in cooperation with other service providers in the community in order to maximize all available resources. One goal of BPRD is to provide outdoor education experiences that connect children to nature in ways that increase their knowledge, interest, and respect for the environment and natural spaces.

4. Summer Star Foundation:

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

5. Fourth Grade Environmental Education Nature Day Project

Summer Star Foundation agrees to contribute up to a maximum of \$5,000 to BPRD’s costs relating to the Fourth Grade Environmental Education Griffy Lake Nature Day Project (the “Griffy Lake Nature Day Project”) for the 2021/2022 school year. The Griffy Lake Nature Day Project was modeled on the sixth grade Monroe County Community School Corporation Leonard Springs Nature Day Project, which provides all sixth grade students with a day spent in hands-on environmental education at Leonard Springs Park. The Summer Star Foundation contribution shall be used to permit fourth grade students in the Monroe County Community

School Corporation to participate in this project during the 2021/2022 school year, with preference to be given to students in schools within the City of Bloomington.

The Summer Star Foundation contribution shall be used for the following expenses relating to the Griffy Lake Nature Day Project: personnel, curriculum development, logistical coordination, transportation, supplies, and program materials.

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

- a. BPRD shall oversee the design and implementation of the Griffy Lake Nature Day Project. The exact location and station topics will be determined during the planning phase. Teacher contacts will begin as soon as possible to ensure adequate preparation for teachers and student participants.
- b. Griffy Lake Nature Day Project activities will include environmental education based stations that incorporate local natural resources into the 4th grade curricula.
- c. BPRD shall perform student assessments, teacher and facilitator evaluations, and take photographs during program component.
- d. BPRD shall provide Summer Star Foundation with a planning report within fourteen (14) days from the beginning of the 2021/2022 school year. Such planning report shall identify any changes to the Griffy Lake Nature Day Project curriculum from prior years, schools that will participate in the Griffy Lake Nature Day Project and a budget of expenses.
- e. At the conclusion of the 2021/2022 school year, but no later than June 30, 2022, BPRD shall submit a written evaluation report to Summer Star Foundation, including a summary of the 2021/2022 school year's total expenditures and receipts for the Griffy Lake Nature Day Project, an evaluation of the Griffy Lake Nature Day Project effectiveness, and a summary of the assessments and evaluations. Summer Star Foundation shall then submit its contribution, as provided above, by July 20, 2022.
- f. Should BPRD and the Monroe County Community School Corporation decide to continue and/or expand the Griffy Lake Nature Day Project for fourth grade students following the 2021/2022 school year, BPRD shall offer to Summer Star Foundation the opportunity to provide funding before other outside private sources of funding are sought or accepted. This provision shall not be interpreted to impose any obligation on Summer Star Foundation to continue or expand its support of the Griffy Lake Nature Day Project beyond its stated contribution under this Agreement for the 2021/2022 school year.

6. BPRD General Administration Responsibilities.

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

- a. Recognize Summer Star Foundation in promotional materials using the Summer Star Foundation logo in a manner to be approved by Summer Star Foundation, including, without limitation, on all materials relating to the Griffy Lake Nature Day Project.
- b. Use the funds received from Summer Star Foundation only for the purposes set forth in this Agreement.
- c. Maintain financial, attendance, enrollment and other necessary administrative records with respect to the Griffy Lake Nature Day Project funded under this Agreement sufficient to provide the reports to Summer Star Foundation required under this Agreement.
- d. Communicate to the public and participants regarding Summer Star support of the programs.
- e. Provide all other information as requested by Summer Star Foundation.
- f. Include Summer Star Foundation and its employees, officers, directors, affiliates, members, volunteers and representatives as 'Releasees' in any waiver of liability or release that BPRD obtains from participants in the programs supported by this Agreement.

7. Summer Star Foundation Responsibilities.

- a. Summer Star Foundation shall provide the funding for the Griffy Lake Nature Day Project as set forth in this Agreement and shall also provide any relevant information to BPRD to be included in promotional materials.

8. Terms Mutually Agreed to By All Parties:

- a. The intent of this Agreement is to document a mutually beneficial relationship between Summer Star Foundation and BPRD.
- b. Summer Star Foundation is making the grant hereunder to BPRD in reliance on BPRD's agreement to administer the funds in accordance with the terms of this Agreement. Such monitoring shall include, without limitation, monitoring the Griffy Lake Nature Day Project supported by this Agreement to insure compliance with the provisions of the Agreement relating to the operation of the program.
- c. BPRD staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.
- d. The parties agree that Summer Star Foundation shall have no responsibility with respect to the operation of the programs described in this Agreement and shall have no liability to any party, BPRD employee, or participant in the programs relating to the operation or any other aspect of such programs. BPRD shall indemnify and hold the Summer Star Foundation harmless with respect to any loss resulting from claims of liability made against the Summer Star Foundation relating to the programs supported by this Agreement.

- e. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable agreed upon by all parties.
- f. Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside City of Bloomington facilities and the consumption of alcoholic beverages on City of Bloomington property.
- g. Summer Star Foundation's obligation to make any future payments under this Agreement is conditioned on BPRD's fulfillment of its reporting obligations under this Agreement and its use of prior payments in accordance with the terms of this Agreement.
- h. The parties acknowledge and agree that this Agreement may be enforced by Summer Star Foundation.
- i. Each of the parties represents and warrants that it has full power and authority to enter into this Agreement and the individuals signing on behalf of such party are duly authorized to do so.

9. Notice and Agreement Representatives:

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

Bloomington Parks and Recreation

Paula McDevitt
Director
Phone: 812-349-3711
Fax: 812-349-3705

Summer Star Foundation

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

AND

Barbara Freedman Wand, Esq.
Day Pitney LLP
One Federal Street, 29th Floor
Boston, MA 02110
Phone: 617-345-4628
Fax: 413-241-8019

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

Bloomington Parks and Recreation

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

Summer Star Foundation

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

AND

Barbara Freedman Wand, Esq.
Day Pitney LLP
One Federal Street, 29th Floor
Boston, MA 02110
Phone: 617-345-4628
Fax: 413-241-8019

10. Termination:

Termination by mutual agreement: The partners may terminate this Agreement prior to September 30th, 2022, by mutual written agreement only.

Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement. If the Agreement is terminated pursuant to this paragraph, Summer Star Foundation shall have no obligation to reimburse BPRD for any expenditures made pursuant to this Agreement prior to such termination (though Summer Star Foundation may voluntarily do so).

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, BPRD may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. BPRD shall notify Summer Star Foundation of any such termination and the reasons therefore in writing. If BPRD terminates the Agreement pursuant to this paragraph, Summer Star Foundation shall reimburse BPRD for any expenditures made pursuant to this Agreement prior to termination upon BPRD's written agreement to use any as yet unused materials for future Griffy Lake Nature Day sessions, or as otherwise agreed by the Parties.

11. Option for Renewal:

The parties have the option to renew this Agreement for any subsequent years by the mutual agreement of the parties and upon the same terms as provided herein or such other terms as

agreed to between the parties. Such renewal must be in writing, signed by the parties and delivered to the Notice and Agreement Representatives listed in Article 9. This provision shall not be interpreted to impose any obligation on the parties to renew this Agreement.

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

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

**City of Bloomington Parks and
Recreation Department**

By:

By:

Shalin Liu, President

Paula McDevitt, Director

Kathleen Mills, President
Board of Park Commissioners

Philippa Guthrie, Corporation Counsel



STAFF REPORT

Agenda Item: B-5
Date: 8/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: August 27, 2021
SUBJECT: RECEIPT OF 0.83 ACRES FROM THE MILL DEVELOPMENT

Recommendation

Staff recommends approval to accept 0.83 acres deeded to the Board of Park Commissioners from The Mill Development, LLC. This is a quitclaim deed and no money is being exchanged.

Background

The Element at the Mill Development is an apartment complex that was recently completed immediately to the north of Woolery Mill and south of the Sudbury PUD area. When the development was conceptualized, the City of Bloomington Planning and Transportation Department required the development to build a north-south multi-use path along the western edge of the property, with the intent that it would be given to the Parks and Recreation Department to operate. This deed is for the land enclosing that multi-use trail, which totals 0.83 acres (see included image of property area).

RESPECTFULLY SUBMITTED,

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

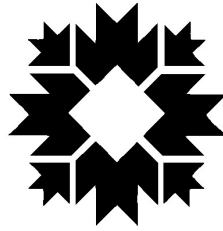
Tim Street, Operations and Development Division Director

The Mill Property/Trail Acceptance



.83 acres, approximately .18 miles of multi-use trail





CITY OF BLOOMINGTON
parks and recreation

LAND ACQUISITION EVALUATION

Location(s):	Element at The Mill
Owner(s):	The Mill Development LLC
Size:	The trail segment is approximately 900 feet long.
Structure(s):	There are no structures on the parcel.
Site(s):	The trail segment has been constructed directly north of the Woolery Mill.
Zoning:	The site is in Parcel O of the Sudbury PUD.
Appraisals:	No known appraisals.
Distance to City Park (s):	The trail segment is .5 miles from Wapehani Mt. Bike Park and .3 miles from the Clear Creek Trail
Justification:	This trail section could connect to a future extension of the Clear Creek Trail and to the proposed Powerline Trail. Construction was required as part of the PUD agreement.
Environmental:	No known environmental studies
History:	The Sudbury property has been under development for many years. There is an east-west proposed connector trail at the north end of this segment.
Inspections:	Property toured by Steve Cotter on June 9, 2021
Funding:	Proposed Donation
Communications:	The owner has been working with the COB on a Planned Unit Development for the site. The trail segment was required by the Plan Commission.
Ecological:	The trail segment lies approximately 500 feet east of the West Fork of Clear Creek which is just east of Weimer Rd. Until recently here has been a pond formed by a beaver dam between the West Fork of Clear Creek and the trail.

Development: Several adjacent parcels are being developed as multi-unit housing.

Management: Trailside mowing will be required. Adjacent trees will need to be monitored and managed to reduce risk. Several invasive plant species are present on the site and will require management.

ACQUISITION CONSIDERATIONS:

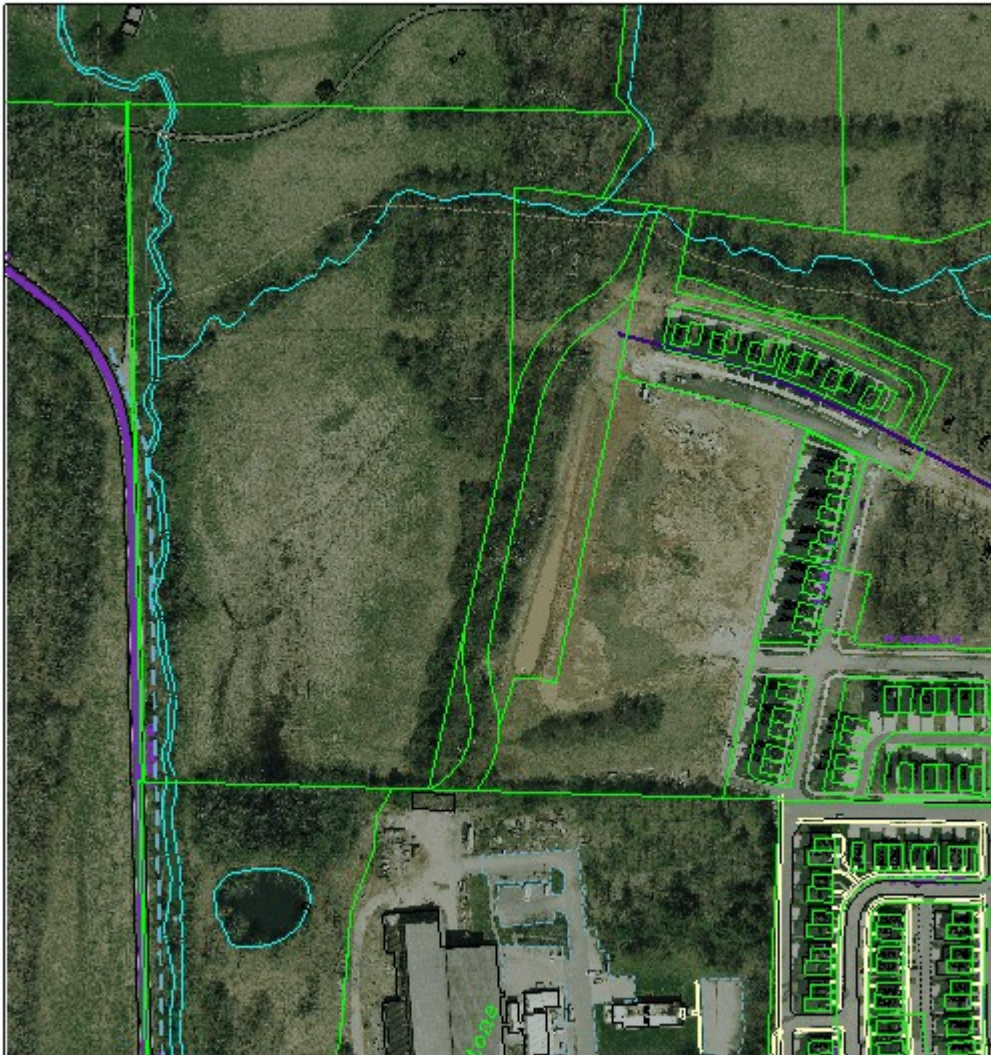
PROS: The trail has been constructed in a location that will help connect future trails.

CONS: Maintenance and liability concerns.

PARKS RECOMMENDATION:

Accept donation of this trail segment.

GIS AERIAL MAP





STAFF REPORT

Agenda Item: C-1 Date: 8/12/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator
DATE: August 17th, 2021
SUBJECT: BANNEKER CAMP 2021 RECAP

Background

The 2021 Banneker Camp summer program returned to in-person programming and took place from June 1st through July 23rd. This program was a hybrid model combining elements from pre-pandemic in-person programming with the 2020 meal delivery option. The total capacity each day was 40 participants in person and featured many of the same recreational and educational offerings that have taken place in previous years.

Overall Banneker served 24 participants per day in-person and 20 participants per day through meal delivery totaling 3,472 meals served. Additionally at the 2021 Block Party celebrating the end of camp, Banneker distributed over 30 backpacks full of school supplies and offered vaccinations to the nearly 250 attendees through the Monroe County Health Department.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "E. Pearson", is placed below the "RESPECTFULLY SUBMITTED," text.

Erik Pearson, Program/Facility Coordinator