

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/95685030193?pwd=ZUxRcUZUbFJRitlNG0yWjJrdTlsQT09>

Meeting ID: 956 8503 0193 Passcode: 012626 Dial by your location:
+1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago)
+1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston)

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, October 19, 2021 4:00 – 5:30 p.m.

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of September 28, 2021
- A-2. Approval of Claims Submitted September 28, 2021 – October 18, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Reports
- A-5. Review/Approval of Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Review/Approval of partnership Agreement with Bloomington Blades Youth Hockey Association
- A-8. Review/Approval of partnership Agreement with Bloomington Blades High School Hockey Association
- A-9. Review/Approval of partnership Agreement with Bloomington Figure Skating Club
- A-10. Review/Approval of contract with Otto's Parking Marking for striping on Lower Cascades Park parking lot
- A-11. Review/Approval of partnership agreement with IU for Veteran's Day Run
- A-12. Review/Approval of service agreement with Oracle Elevator for TRLC and Banneker elevators
- A-13. Review/Approval of service agreement with Terminix International, Inc. for several Sports Division facilities
- A-14. Review/Approval of service agreement with Plymate several Sports Division facilities entry mats.
- A-15. Review/Approval of addendum to Lightning Heart Productions contract for Griffy Lake Nature Day training videos

B. OTHER BUSINESS

- B-1. Review/Approval of contract with Bynum Fanyo & Associates, Inc. for Olcott Park channel stabilization design (Tim Street)
- B-2. Review/Approval of contract with Milestone Contractors, LP for Bryan Park trail improvement project (Tim Street)
- B-3. Review/Approval of contract with Arsee Engineering, Inc. for Waldron, Hill and Buskirk Park stage inspection (Tim Street)
- B-4. Review/Approval of service agreement with Indiana Door & Hardware Specialists, Inc. (Rebecca Swift)
- B-5. Review/Approval of a contract addendum with Eco Logic, LLC for Switchyard Park (Joanna Sparks)
- B-6. Review/Approval of contract addendum with Eco Logic, LLC for Miller-Showers Park (Joanna Sparks)
- B-7. Review/Approval of policy updates for Policy 1070 (History of Department) and Policy 4030 (Delineation of Responsibilities) (Leslie Brinson)
- B-8. Review of 2022 Price Schedule (Division Directors)

C. REPORTS

- | | | | |
|------|-------------------------|------------------------|--------------|
| C-1. | Operations Division | - no report | |
| C-2. | Recreation Division | - no report | |
| C-3. | Sports Division | - 2021 Aquatics Report | (Dee Tuttle) |
| C-4. | Administration Division | - no report | |

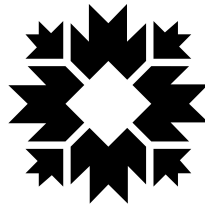
D. PUBLIC HEARINGS/APPEARANCES

- | | | | |
|------|-----------------------|-------------------------------------|--------------|
| D-1. | Public Comment Period | | |
| D-2. | Bravo Award | Garrett Middleton (Park Ambassador) | (Sarah Owen) |
| D-3. | Parks Partner Award | | |
| D-4. | Staff Introductions | | |

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

10-19-2021

**Board of Park Commissioners
Meeting Minutes**

Tuesday, September 28, 2021
4:00pm – 5:30pm

Zoom Meeting

CALL TO ORDER - ROLL CALL

The meeting was called to order by Kathleen Mills at 4:01

A. CONSENT CALENDAR

- A-1. Approval of Minutes of August 17, 2021 and August 23, 2021
- A-2. Approval of Claims Submitted August 17, 2021 – September 27, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Review/Approval of Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Approval of amendment to service agreement with Pursell Monument
- A-8. Approval of amendment to partnership with Earthkeepers for an additional bin location
- A-9. Approval of contract with Hunger Skateboard for repairs at Switchyard Park skateboard structure
- A-10. Approval of partnership with Monroe County Parks and Recreation, WonderLab Science Museum, Purdue Extension-Monroe County, and Hilltop Gardens at IU for Bug Fest 2021
- A-11. Approval of partnership addendum with Catalent for parking at Twin Lakes Sports Park
- A-12. Approval of partnership with Bloomington Soccer, LLC at Twin Lakes Recreation Center
- A-13. Approval of service agreement with Monroe County Fairgrounds for Pumpkin Launch

Ellen Rodkey made a motion to approve the consent calendar A-1 through A-13. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B. OTHER BUSINESS

B-1. Review/Approval of Service Agreement with Baker Stone Work for Masonry Repairs at Rose Hill Cemetery

Barb Dunbar, Operations Office Coordinator due to age and damage, masonry repairs and improvements were necessary at Rose Hill Cemetery, Waldron Hill Buskirk Park, and the South Walnut Street landscaping bed. Staff recommended approval of the contract with Baker Stone Work. The contractor would remove and replace broken wall pieces, chisel out any cracked mortar points and tuck-point, reset any loose cap stones, and cleanup of site at the end of each work day and at project completion. Project was not to exceed \$7,750 with funding from Cemeteries General Fund.

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

B-2. Review/Approval of Contract with Davey Tree Resource Group, Inc. for Site Reviews

Erin Hatch, Urban Forester staff wished to confirm sites would be viable for the Bicentennial bond for tree planting. Staff recommended approval of the contract with Davey Resource Group. The contractor would review and evaluate site conditions at 552 identified sites for potential street tree planting in public right-of-way and tree lawns throughout

the city. Evaluation sheets would be compiled electronically and returned to Erin Hatch, Urban Forester by December 31, 2021. Total cost was not exceed \$11,133.84, and would be funded from the Bicentennial Bond Fund: 980-18-18018C-5410: Project: 980 2020E.

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

B-3. Review/Approval of Partnership with IU Uplands Makers Mobile for Urban Forestry Education

Erin Hatch, Urban Forester the Department wished to educate the public on Urban Forestry. Staff recommended approval of the partnership with Indiana University Upland Maker Mobile. Parks and Recreation staff and the Upland Makers Mobile would host educational programming with local schools, after-school programs, and any other interested community organizations geared towards hand-on projects and educational programming focused on the City of Bloomington's Urban Forest.

Board Comments: *Kathleen Mills inquired:* what age group would be involved in the program. *Erin Hatch responded:* the Uplands Markers Mobile worked with a wide array, from kids to adults. The program would be geared toward 4th through 6th grades.

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

B-4. Review/Approval of Contract Template for 2021 Holiday Market Local Product Vendors

Clarence Boone, Program Coordinator – Farmers' Market staff recommended the approval of the 2021 Holiday Market Local Product Vendor Agreement for the 2021 Holiday Market. The agreement outlined the expectations and policies for both parties. The event would be held Saturday, November 27th. No significant changes were made to the template.

Board Comments: *Kathleen Mills inquired:* due to COVID-19, would the Holiday Market be outside. *Clarence Boone responded:* the event would be held outdoors.

Jim Whitlatch made a motion to approve the contract template for the 2021 Holiday Market Local Product Vendors. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

B-5. Review/Approval of Contract Template for 2021 Holiday Market Artists

Crystal Ritter, Community Events Coordinator staff recommended the approval of the 2021 Holiday Market Exhibitor Agreement for Artist for the 2021 Holiday Market. The Agreement outlined the expectations and policies for both parties. The event would be held Saturday, November 27th at City Hall. No significant changes were made to the 2021 agreement.

Board Comments: *Israel Herrera inquired:* if the number of artists were limited. *Crystal Ritter responded:* due to spacing, there was a limit to the number of artist accepted. It was anticipated approximately 40 artists could be accepted. Six-seven application had been submitted at the time of the meeting. The artist were selected through a Jury of approximately five individuals. The Jury was made up of a Parks staff member, a member of the Bloomington Arts Council, local artists that did not apply, and customers. Vendors were scored and selected on the information submitted.

Jim Whitlatch made a motion to approve the contract template for the 2021 Holiday Market Artists. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

B-6. Review/Approval of Service Agreement with Electric Plus for Switchyard Park

Hsiung Marler, Switchyard Park General Manager the Department wished to keep facilities in good working condition. Staff recommended approval of the service contract with Electric Plus. The vendor would provide electrical emergency and standard repairs and/or services at Switchyard Park on an as needed basis. Amount was not to exceed \$5,000 and would be funded from Switchyard Park General Fund.

Board Comments: *Jim Whitlatch inquired:* if Electric Plus was a local company. *Hsiung Marler responded:* Electric Plus was a local company, and had done much of the original work at Switchyard Park as a subcontractor.

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

B-7. Review/Approval of Contract with Value Fencing Co. for Fencing Project at Sherwood Oaks Park Tennis Courts

John Turnbull, Division Sports Director due to flood damage, repairs were required to the fencing at Sherwood Oaks Park tennis courts. Staff recommended approval of the contract with Value Fence Company. The contractor would provide labor and equipment needed to replace approximately 155 feet of commercial grade fence to the north end of Sherwood Oaks Park tennis courts. Total cost of project was not to exceed \$4,685 and would be funded from the General Obligation Bond Series C977-18-18016C-54510.

Board Comments: *Jim Whitlatch inquired:* if there was a solution to the flooding issue, and how often flooding did occur. *John Turnbull responded:* this was the first time the flooding had damaged the tennis courts. It was not economically feasible to correct the issue.

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

B-8. Review/Approval of Contract with Monster Digital for Switchyard Park Website Design

Julie Ramey, Community Relations Manager the Department wished to develop a user-friendly, functional website that would drive traffic to pertinent information regarding the scope of facilities and programs at Switchyard Park. Staff recommended approval of the contract with Monster Digital. The contractor would initiate website development with input from Parks Staff, launch Switchyard Park website with full functionality, and provide monthly maintenance of site to begin with site launch. Contract would expire December 31, 2022. Cost of project was not to exceed \$7,900 and would be funded from Community Relations Non-Reverting Fund.

Board Comments: *Kathleen Mills inquired:* would the contract cover issues with the website. *Julie Ramey responded:* the contract included ongoing maintenance for up to two hours per month, as well as updates. There would be additional charges for more complicated issues that would go above the two hours per month. *Jim Whitlatch inquired:* what was the internal process for maintaining the websites and would this website integrate with the existing website. *Julie Ramey responded:* the City website was designed and developed internally by the Bloomington IT Department. Parks section of the Government website was updated as needed by Park staff. The Government based website lacks some of the functionality needed for business based facilities. Parks websites should be image heavy to help people make decisions on where to visit and what to participate in. Parks and Recreation had received feedback from the community looking for a different type of informational website. *Jim Whitlatch inquired:* would the City website link individuals to the third party website and were there any other park facilities with third party websites. *Julie Ramey responded:* The websites would be linked. Twin Lakes Recreation Center had a third party website, through Monster Digital.

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

B-9. Review/Approval of Contract with Universal Signs, Inc. for Switchyard Park Dedication Plaque

Julie Ramey, Community Relations Manager the Department wished to erect a sign commemorating the creation of Switchyard Park. Staff recommended approval of the contract with Universal Signs, Inc. The contractor would fabricate and install an element that captures the park's railroad, industry and restoration history. Cost of the project was not to exceed \$7,600 and funding source would be from the Switchyard Park TIF.

Board Comments: *Kathleen Mills inquired:* on the time frame. *Julie Ramey responded:* we would have a better idea of the time line once the contract is signed.

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

B-10. Review/Approval of Fee Waiver for Parks Foundation Golf Outing on October 6, 2021

John Turnbull, Sports Division Director staff recommended the waiving of cart and green fees for the 29th Annual Parks and Recreation Foundation Don Brineman Golf Scramble, to be held Wednesday, October 6th, 2021. The event was the primary fundraiser for the Bloomington Parks Foundation which supported the Lloyd Olcott Youth Endowment Fund. The tournament generally raised between \$5,000 and 9,000 in scholarship funding. Providing assistance to community youth with financial needs.

Jim Whitlatch made a motion to approve the fee waiver for Parks Foundation Golf Outing. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

B-11. Review/Approval of Encroachment Agreement with Hayden Place Flats

Tim Street, Operations and Development Division Director Hayden Flats Apartments would develop a new apartment complex just west of the Rail Trail with frontage on S. Rogers St. The developers, in conjunction with Monroe County Planning, requested a connection to the Rail Trail. The encroachment would provide an accessible entry to the apartment complex along the west side of the rail trail, approximately a quarter mile south of the Country Club Trailhead. Staff recommended approval of the agreement.

Ellen Rodkey made a motion to approve the encroachment agreement with Hayden Place Flats. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-12. Approval of Contract with E&B Paving for Griffy Loop Trail & Accessible Fishing Pier Construction

Tim Street, Operations and Development Division Director, to create an accessible fishing area and to provide a safer path for the public, staff recommended approval of the contract with E&B Paving. The contractor would construct a sidewalk/walkway along the west side of the Headley Road Causeway and create a fishing platform with accessible ramp and side walk to the east side of Griffy parking lot. Due to the market, some changes had been made to the original plans. Cost of project was not to exceed \$1,835,239, funding source would be from the GO Bond series B, GO Bond Series C, and Bicentennial Bond Series B.

Board Comments: *Jim Whitlatch inquired:* besides the piers, what else had been cut from the project. *Tim Street responded:* improvements across the dam along the west side were removed. Gravel would replace concrete in some areas. Improvements to the parking lot were removed.

The Board accepted public comments regarding the funding of the project.

Paula McDevitt, Administrator responded: the funding of the project had been reviewed and approved by City Legal and the Controllers Office.

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

B-13. Review Approval of Service Agreement with HFI for Banneker Community Center and Allison-Jukebox Building

Erik Pearson, Facility/Program Coordinator to maintain facilities in good working condition, staff recommended approval of the service agreement with Harrel Fish, Inc. The contractor would provide maintenance, repairs and supplies to the HVAC systems, on an as needed basis, at Banneker Community Center and Allison-Jukebox. Cost was not to exceed \$5,000, with funding from BBCC and AJB General Fund.

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

B-14. Review/Approval of Service Agreement Amendment with Bluestone Tree, LLC for Tree Pruning and Removal Services

Erin Hatch, Urban Forester in February 2021, the Department and Bluestone Tree entered into a contract to remove and prune City trees. Due to the ongoing and increased need for additional removals and pruning of hazardous trees, both parties mutually agreed to addend the agreement to allow for additional work to be performed. The amendment would increase cost by \$15,000, for a total of \$35,000. Funding source would be from Urban Forestry General Fund.

Jim Whitlatch made a motion to approve the amendment with Bluestone Tree, LLC. *Ellen Rodkey* 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 – Griffy Lake LARE Report

Leif Willey, Lake and Special Project Supervisor Aquatic Control presented the Griffy Lake LARE Report LARE Review

- State funded from boat registration fees
- Administered by INDNR/DFW/Lake & River Enhancement Program (LARE)
- Funding for control of invasive aquatic plants, sampling, and plan update

Aquatic Plant Ecology Review

- Most aquatic plants occur naturally in lakes
- Most aquatic plants are beneficial to lakes
- Some species can lead to nuisance conditions or create ecological problems

Eurasian watermilfoil (EWM)

- Invasive non-native submersed plant
- Competes with native species for space and light
- Can be detrimental to ecosystem

Griffy Lake Vegetation Management History

- Milfoil weevils stocked in early 2000's
- Brazilian elodea eradication treatments 2006 & 2007
- Curlyleaf pondweed treatments in 2008
- Eurasian watermilfoil treatments in 2009
- Dredging and lake lowering in 2010

Year	Control Technique	Acres	Species Targeted
2000-2002	Milfoil weevils	n/a	Eurasian watermilfoil
2004	Diquat	2	Brazilian elodea
2006	Whole lake fluridone	109	Brazilian elodea
2007	Whole lake fluridone	109	Brazilian elodea
2008	endothall & triclopyr	15.7 (clp) 2.9 (ewm)	Curly-leaf pondweed & Eurasian watermilfoil
2009	endothall & triclopyr	17.8 (clp) 25.2 (EWM)	Curly-leaf pondweed & Eurasian watermilfoil
2017	2,4-D granular (Navigate)	28.6	Eurasian watermilfoil
2018	2,4-D granular (Navigate)	20.6	Eurasian watermilfoil
2019	Florpyrauxifen-benzyl (ProcellaCOR)	23	Eurasian watermilfoil
2020	Florpyrauxifen- benzyl (ProcellaCOR)	8.9	Eurasian watermilfoil
2021	Triclopyr (Renovate 3)	3.53	Eurasian watermilfoil

2021 Surveys

- Spring Invasive survey
 - 3.53 acres EWM (85% reduction since 2019)
 - Permit approved use of Renovate 3 (AI: Triclopyr) at 2mg/L (parts per million)
 - Cannot use ProcellCOR>2 years consecutively
 - Due to limited funds, a cost-effective alternative was needed

- Treated May 13
- Late summer tier 2/invasive
 - Completed July 26
 - EWM found at a single point (2% occurrence)
 - Brittle Naiad found at 2 points (4%)
 - Coontail was most common native (32%)
 - Secchi of 8.0'

Recommended Future Actions

- Continue with surveys
- Spring invasive EWM treatment with selective/systemic EPA approved aquatic herbicide (switch back to ProcettaCPR for 2022)
- Continue with public meetings and plan updates (potentially LARE funded)
- Continue to work to improve shoreline stabilization and watershed improvements (potentially LARE funding available)
- Monitor boats entering and leaving lake

Remaining LARE Program Steps

- Permit meeting with LARE/permit biologist - TBD
- Draft Aquatic Vegetation Management Plan due November 15th
- Submit grant application by January 15th (request \$10,475)
- Submit permit application by February 1st
- LARE awards grants in late February early March
- Send out bid request in March
- Decide on contractor by late March early April

Board Comments: Jim Whitlatch inquired: if there was an issue with Purple Loosestrife. Leif Willey responded: Purple Loosestrife was wide spread throughout Indiana. There was usually enough biocontrol that the plant usually did not cause issues. Jim Whitlatch inquired: if there were signs instructing boaters to check their boats for hitchhikers. Rebecca Swift responded: signs were posted. When the boathouse was opened, staff continued to educate people on checking equipment and paddles, as well as boats. Jim Whitlatch inquired: if there was an issue at Griffy with invasive species, such as Zebra mussels. Leif Willey responded: not to his knowledge. Rebecca Swift responded: DNR investigated the lake on a regular basis, and none had been discovered. Asian Carp had been found, and was an invasive species. People were encouraged to catch and remove them. Jim Whitlatch inquired: if lowering the lake had any advantage to getting rid of the invasive species. Leif Willey responded: in some cases it would help.

The Board thanked Leif Willey for the report.

C-4. Sports Division - None

D. PUBLIC HEARINGS/APPEARANCES

D-1. Bravo Award

Sarah Owen, Community Relations Coordinator recognized Hayden Klopp for his continued volunteer efforts and numerous hours he had given. Hayden enjoyed volunteering with Parks and Recreation as it allowed him the opportunity to get outdoors and help at fun events. Parks and Recreation was grateful to Hayden for his volunteer services and presented him with the BRAVO Award.

Hayden Klopp was thankful of the award, and he appreciated the event organizers and their caring attitude.

The Board thanked Hayden for his hours of service.

D-2. Parks Partner Award

Sarah Owen, Community Relations Coordinator recognized Green Hat Media LLC as the recipient of the Parks Partner Award. Garrett Poortinga, the owner of Green Hat Media, proved to be a valuable resource during COVID-19, and the shifting to a virtual programming model. In addition to video production for virtual programs, Green Media created the branded intro and outro used, produced information videos and provided photographic expertise to the department. Bloomington Parks and Recreation was grateful to have Green Hat Media as a resource, and for the support provided through community event sponsorships.

The Board thanked Garrett Poortinga for his support and expertise.

D-3. Staff Introductions - Max Barrett (Operations Intern) and Emily Gardner (Natural Resources Intern)

Max Barrett, Operations Intern Max was a student at Indiana University studying in Outdoor Recreation, Parks, and Human Ecology within the School of Public Health. Upon completion of the internship, Max would have the requirements to graduate. Max was grateful for the opportunity to work with Bloomington Parks, which would allow him to experience the many different positions.

Emily Gardner, Natural Resources Intern Emily was a senior at the School of Public Health at Indiana University, pursuing a Bachelor of Science in Outdoor Recreation, Parks, and Human Ecology with a concentration in Adventure education. Emily was passionate about teaching outdoor education and sharing her love for nature. She believed that education and outreach were essential for the protection of the environment and sense of community. She hoped to make an overall positive impact in the community by providing service through the Bloomington Parks and Recreation Department.

D-4. Public Comment Period - none

Paula McDevitt, Administrator a special Park Board meeting would be scheduled for the week of October 12th to hear a tree appeal.

ADJOURNMENT

Meeting adjourned at 5:23 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
10/8/2021	Payroll				164,906.05
					<u>164,906.05</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 \$ 164,906.05

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 09/29/21 - 10/15/21

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 (\$1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2051601	18- laminating pouches, batteries, folders	Paid by EFT # 43262		10/05/2021	10/05/2021	10/15/2021		10/15/2021	62.63
5099 - Office Three Sixty, INC	2065868	18- storage boxes, laminating pouches, pens, notepads	Paid by EFT # 43262		10/05/2021	10/05/2021	10/15/2021		10/15/2021	84.38
5099 - Office Three Sixty, INC	2071977	18- folders, envelopes, paper	Paid by EFT # 43262		10/05/2021	10/05/2021	10/15/2021		10/15/2021	53.98
Account 52110 - Office Supplies Totals									Invoice Transactions 3	\$200.99
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	29.24
Account 53210 - Telephone Totals									Invoice Transactions 1	\$29.24
Account 53990 - Other Services and Charges										
41 - Area 10 Agency On Aging	May-Aug 2021	18- Endwright Center East May through August	Paid by Check # 74551		10/05/2021	10/05/2021	10/15/2021		10/15/2021	3,304.25
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$3,304.25
Program 181000 - Administration Totals									Invoice Transactions 5	\$3,534.48
Program 181100 - Marketing										
Account 52420 - Other Supplies										
11693 - The Award Center, INC	60631	18-Park Partner recognition plaque	Paid by EFT # 43317		10/05/2021	10/05/2021	10/15/2021		10/15/2021	42.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$42.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	41.10
Account 53210 - Telephone Totals									Invoice Transactions 1	\$41.10
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1390	18-2019 and 2020 annual reports	Paid by EFT # 43115		10/05/2021	10/05/2021	10/15/2021		10/15/2021	75.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1440	18-October Kids Kraze	Paid by EFT # 43115		10/05/2021	10/05/2021	10/15/2021		10/15/2021	309.11
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1493	18-Veterans 5K postcard	Paid by EFT # 43115		10/05/2021	10/05/2021	10/15/2021		10/15/2021	30.05



Board of Park & Recreation Claim Register

Invoice Date Range 09/29/21 - 10/15/21

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 (\$1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-15321	18-business cards Daren Eads	Paid by EFT # 43249		10/05/2021	10/05/2021	10/15/2021		10/15/2021	56.96
Account 53310 - Printing Totals										Invoice Transactions 4
										\$471.12
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0004036485	18-August employment ads and Junk in the Trunk classified	Paid by EFT # 43185		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,606.35
Account 53320 - Advertising Totals										Invoice Transactions 1
										\$1,606.35
Account 53990 - Other Services and Charges										
7242 - Hi-Rise Sign & Lighting LLC	SS-4087	18-Banneker Community Center facility sign	Paid by EFT # 43196		10/05/2021	10/05/2021	10/15/2021		10/15/2021	388.89
7861 - Jacob C Lewis (JCL Aerial Services LLC)	211004JINV	18-drone photos of BLM mural at Banneker	Paid by EFT # 43236		10/05/2021	10/05/2021	10/15/2021		10/15/2021	189.00
7862 - Winslow Ranch Marketing, LLC	1041	18-BirdFest Facebook Live and social media content	Paid by EFT # 43341		10/05/2021	10/05/2021	10/15/2021		10/15/2021	225.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 3
Program 181100 - Marketing Totals										\$802.89
										\$2,963.46
Program 182001 - Aquatics - Bryan Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	9761057	18 - Pool Operating Supply	Paid by EFT # 43212		10/05/2021	10/05/2021	10/15/2021		10/15/2021	33.76
177 - Indiana Oxygen Company, INC	9752308	18 - Pool Operating Supply	Paid by EFT # 43212		10/05/2021	10/05/2021	10/15/2021		10/15/2021	334.15
Account 52220 - Agricultural Supplies Totals										Invoice Transactions 2
										\$367.91
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	29.24
Account 53210 - Telephone Totals										Invoice Transactions 1
										\$29.24
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	2.00
Account 53830 - Bank Charges Totals										Invoice Transactions 1
Program 182001 - Aquatics - Bryan Pool Totals										\$2.00
										\$399.15



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	82.59
								Account 53210 - Telephone Totals	Invoice Transactions 1	\$82.59
								Program 182002 - Aquatics - Mills Pool Totals	Invoice Transactions 1	\$82.59
Program 182500 - Frank Southern Center										
Account 52420 - Other Supplies										
5913 - Becker Arena Products, INC	602569	18 FSC Blademaster Stones and Diamond Dresser	Paid by EFT # 43130		10/05/2021	10/05/2021	10/15/2021		10/15/2021	767.10
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$767.10
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	302.91
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$302.91
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	289996076	18-ServSafe Food Class - Tuttle	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	180.00
199 - Monroe County Government	2021 FSC	18 - FSC Food Permit	Paid by Check # 74572		10/05/2021	10/05/2021	10/15/2021		10/15/2021	100.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 2	\$280.00
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5206	18 - FSC Bathroom Bi Weekly Cleaning	Paid by EFT # 43172		10/05/2021	10/05/2021	10/15/2021		10/15/2021	60.00
53657 - Plymate, INC	3043332	18 - FSC Rug Service	Paid by EFT # 43270		10/05/2021	10/05/2021	10/15/2021		10/15/2021	75.41
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2	\$135.41
Account 53990 - Other Services and Charges										
4487 - PMB East, INC (PakMail)	34099	18 TLSP Mailing Scoreboard Parts	Paid by Check # 74574		10/05/2021	10/05/2021	10/15/2021		10/15/2021	14.37
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$14.37
								Program 182500 - Frank Southern Center Totals	Invoice Transactions 7	\$1,499.79



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	53.35
Account 53210 - Telephone Totals									Invoice Transactions 1	\$53.35
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	4,816.45
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$4,816.45
Program 183500 - Golf Services Totals									Invoice Transactions 2	\$4,869.80
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	487659	18- 6x6 Treated Lumber and 2x12 Treated Lumber for GLNP Stairs	Paid by EFT # 43133		10/05/2021	10/05/2021	10/15/2021		10/15/2021	236.50
409 - Black Lumber Co. INC	487670	18- 6x6 Treated Lumber and 2x12 Treated Lumber for GLNP Stairs	Paid by EFT # 43133		10/05/2021	10/05/2021	10/15/2021		10/15/2021	236.50
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	\$473.00
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	690990	18-pink flags, 3 boxes lumber screws	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	175.16
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$175.16
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	6943	18- 10x16 tarps and bungee cord	Paid by Check # 74568		10/05/2021	10/05/2021	10/15/2021		10/15/2021	58.95
11589 - Bloomington Cooperative Services (Bloomington)	794250	18-Natural Resources Program Supplies	Paid by EFT # 43138		10/05/2021	10/05/2021	10/15/2021		10/15/2021	36.03
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$94.98
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	70.34
Account 53210 - Telephone Totals									Invoice Transactions 1	\$70.34



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53310 - Printing										
818 - Everywhere Signs, LLC	58521	18- (5) Griffy Lake Nature Day Yard Signs	Paid by EFT # 43179		10/05/2021	10/05/2021	10/15/2021		10/15/2021	125.00
Account 53310 - Printing Totals									Invoice Transactions 1	\$125.00
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	16.78
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$16.78
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	13904	18-Wapehani and Griffy Restroom Service	Paid by EFT # 43319		10/05/2021	10/05/2021	10/15/2021		10/15/2021	280.00
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$280.00
Account 53990 - Other Services and Charges										
7292 - Tyler K Ferguson(Caliente Fitness, LLC)	18-2021-09	18-SUP Program Instruction	Paid by Check # 74560		10/05/2021	10/05/2021	10/15/2021		10/15/2021	300.00
7886 - Kara Strass	September 30, 20	18- 60-minute presentation- Nature Sounds on Sept. 3	Paid by EFT # 43308		10/05/2021	10/05/2021	10/15/2021		10/15/2021	125.00
5900 - VET Environmental Engineering, LLC	5350	18- Mold testing services for LSNP storage facilities	Paid by EFT # 43334		10/05/2021	10/05/2021	10/15/2021		10/15/2021	750.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 3	\$1,175.00
Program 184000 - Natural Resources Totals									Invoice Transactions 12	\$2,410.26
Program 186500 - Community Events										
Account 43270 - Registration Fees										
John Housefield	2021-00001294	18-Refunds	Paid by Check # 74589		10/05/2021	10/05/2021	10/15/2021		10/15/2021	45.00
Account 43270 - Registration Fees Totals									Invoice Transactions 1	\$45.00
Program 186500 - Community Events Totals									Invoice Transactions 1	\$45.00
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	716990	18-tree prune loppers, plastic sheeting	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	103.46
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$103.46
Program 186502 - Community Events-Gardens Totals									Invoice Transactions 1	\$103.46



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	719058	18 TLSP Drill bit, chisel, WD40	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	25.73
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$25.73
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	48.22
Account 53210 - Telephone Totals									Invoice Transactions 1	\$48.22
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	HW9Q3T	18-Delta - Turnbull	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	216.40
Account 53230 - Travel Totals									Invoice Transactions 1	\$216.40
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	98.66
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$98.66
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 4	\$389.01
Program 187500 - Banneker										
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	716771	18-BBCC-Leak Supplies 3	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	25.53
394 - Kleindorfer Hardware & Variety	719070	18-BBCC-Leak Supplies 1	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	32.64
394 - Kleindorfer Hardware & Variety	719388	18-BBCC-Leak Supplies 2	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	50.95
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 3	\$109.12
Program 187500 - Banneker Totals									Invoice Transactions 3	\$109.12
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	24.11
Account 53210 - Telephone Totals									Invoice Transactions 1	\$24.11
Program 188001 - Inclusive Recreation Totals									Invoice Transactions 1	\$24.11



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0359430-1	18-Custodial supplies for shelters/restrooms	Paid by EFT # 43182		10/05/2021	10/05/2021	10/15/2021		10/15/2021	612.78
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$612.78
Account 52220 - Agricultural Supplies										
394 - Kleindorfer Hardware & Variety	689537	18-2 bales of straw	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	13.00
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$13.00
Account 52310 - Building Materials and Supplies										
334 - Irving Materials, INC	11069016	18-bridge abatements at footbridge from Woodlawn Shelter to pool	Paid by EFT # 43219		10/05/2021	10/05/2021	10/15/2021		10/15/2021	266.50
19278 - Milestone Contractors, LP	142559	18-2.37 tons asphalt for patching of road in RCA Park	Paid by EFT # 43251		10/05/2021	10/05/2021	10/15/2021		10/15/2021	112.58
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	\$379.08
Account 52340 - Other Repairs and Maintenance										
5415 - Allied Wholesale Electrical Supply, LLC	5672842	18-LED Bulbs and LED Lamp	Paid by EFT # 43119		10/05/2021	10/05/2021	10/15/2021		10/15/2021	507.11
5415 - Allied Wholesale Electrical Supply, LLC	5673628	18-Winslow & SYP irrigation parts	Paid by EFT # 43119		10/05/2021	10/05/2021	10/15/2021		10/15/2021	77.64
394 - Kleindorfer Hardware & Variety	716909	18-U bolts	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	10.36
394 - Kleindorfer Hardware & Variety	690916	18-cable ties, 10 storage box, asst safety supplies	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	125.50
394 - Kleindorfer Hardware & Variety	720394	18-electrical tape, water closet repair kit	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	58.35
6262 - Koenig Equipment, INC	P27106	18-seal for gator at Rosehill	Paid by EFT # 43229		10/05/2021	10/05/2021	10/15/2021		10/15/2021	10.76
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 6	\$789.72
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	58418	(5) Custom section markers for Rose Hill Cemetery	Paid by EFT # 43179		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,200.00
394 - Kleindorfer Hardware & Variety	690916	18-cable ties, 10 storage box, asst safety supplies	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	10.48
394 - Kleindorfer Hardware & Variety	687830	18-2 holders for the shop	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	16.98



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	690793	18-zip ties, bungie cord	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	15.56
5819 - Synchrony Bank	4854	18-(1) 5pk Clorax wipes & 12-pk scotch tape	Paid by Check # 74577		10/05/2021	10/05/2021	10/15/2021		10/15/2021	34.96
Account 52420 - Other Supplies Totals Invoice Transactions 5										\$1,277.98
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	311.81
Account 53210 - Telephone Totals Invoice Transactions 1										\$311.81
Account 53230 - Travel										
1210 - Barbara J Dunbar	092421	18- Travel Reimbursement NRPA Conference	Paid by EFT # 43170		10/05/2021	10/05/2021	10/15/2021		10/15/2021	115.00
3560 - First Financial Bank / Credit Cards	43904177/415	18-Holiday Inn Express - Dunbar	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	435.15
3560 - First Financial Bank / Credit Cards	229/K1	18-TRU Nashville - Tim Street	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	914.49
7906 - Timothy Robert Street	092421	18-NRPA Travel Expense Reimbursement	Paid by EFT # 43309		10/05/2021	10/05/2021	10/15/2021		10/15/2021	168.21
Account 53230 - Travel Totals Invoice Transactions 4										\$1,632.85
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	001825031948	18-Uniform & mat cleaning services	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	16.70
4175 - The Stables Events, LLC (Izzy's Rentals)	13903	18-Pumping & of (9) port-a-lets	Paid by EFT # 43319		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,280.00
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 2										\$1,296.70
Account 53990 - Other Services and Charges										
5187 - Green Dragon Lawn Care, INC	3648	18- Contractual mowing services at 36 locations	Paid by EFT # 43191		10/05/2021	10/05/2021	10/15/2021		10/15/2021	10,630.00
5187 - Green Dragon Lawn Care, INC	3649	18- Contractual mowing services at 36 locations	Paid by EFT # 43191		10/05/2021	10/05/2021	10/15/2021		10/15/2021	8,125.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 2										\$18,755.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 54310 - Improvements Other Than Building										
19741 - Mader Design, LLC	1383	18-Griffy fishing pier development and design consulting	Paid by EFT # 43242		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,000.00
Account 54310 - Improvements Other Than Building Totals								Invoice Transactions	1	\$1,000.00
Program 189000 - Operations Totals								Invoice Transactions	25	\$26,068.92
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I307725	18 SYP Assorted Institutional Supplies	Paid by Check # 74563		10/05/2021	10/05/2021	10/15/2021		10/15/2021	242.82
51857 - Flex-Pac, INC	I308135	18 SYP Institutional Supplies	Paid by Check # 74563		10/05/2021	10/05/2021	10/15/2021		10/15/2021	226.34
Account 52210 - Institutional Supplies Totals								Invoice Transactions	2	\$469.16
Account 52220 - Agricultural Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	29499	18 SYP Sodium Hypochlrite	Paid by EFT # 43122		10/05/2021	10/05/2021	10/15/2021		10/15/2021	23.96
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	1	\$23.96
Account 52310 - Building Materials and Supplies										
5603 - Carrot-Top Industries, INC	50908300	18 SYP two US Flags	Paid by EFT # 43153		10/05/2021	10/05/2021	10/15/2021		10/15/2021	145.57
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-53646	18 SYP Restroom Sign Replacement	Paid by EFT # 43279		10/05/2021	10/05/2021	10/15/2021		10/15/2021	68.25
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	2	\$213.82
Account 52420 - Other Supplies										
51857 - Flex-Pac, INC	I307725-01	18 SYP Insect String Relief Pad	Paid by Check # 74563		10/05/2021	10/05/2021	10/15/2021		10/15/2021	19.81
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$19.81
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	41.10
Account 53210 - Telephone Totals								Invoice Transactions	1	\$41.10
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3044941	18 SYP Vestibule Rug Service	Paid by EFT # 43270		10/05/2021	10/05/2021	10/15/2021		10/15/2021	114.33
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	1	\$114.33



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53990 - Other Services and Charges										
912 - Central Security Systems, INC	491812	18 SYP Service Call for Fire Alarm System	Paid by EFT # 43158		10/05/2021	10/05/2021	10/15/2021		10/15/2021	164.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$164.00
								Program 189006 - Switchyard Property Totals	Invoice Transactions 9	\$1,046.18
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
394 - Kleindorfer Hardware & Variety	716954	18-drain valve, wasp spray	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	17.97
394 - Kleindorfer Hardware & Variety	717197	18-bee spray	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	13.58
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 2	\$31.55
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	688459	18-cable tie, visqueen	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	49.48
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$49.48
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	41.10
								Account 53210 - Telephone Totals	Invoice Transactions 1	\$41.10
Account 53990 - Other Services and Charges										
121 - Eco Logic, LLC	4858	18- LAND Invasive Plant Mgmt at Miller-Showers	Paid by EFT # 43173		10/05/2021	10/05/2021	10/15/2021		10/15/2021	6,722.98
121 - Eco Logic, LLC	4859	18 - LAND Invasive Management at SYP (19.17 acres)	Paid by EFT # 43173		10/05/2021	10/05/2021	10/15/2021		10/15/2021	9,827.39
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$16,550.37
								Program 189500 - Landscaping Totals	Invoice Transactions 6	\$16,672.50
Program 189501 - Cemeteries										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	716954	18-drain valve, wasp spray	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2.29
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$2.29



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	41.10
Account 53210 - Telephone Totals									Invoice Transactions 1	\$41.10
Account 53990 - Other Services and Charges										
818 - Everywhere Signs, LLC	58418	(5) Custom section markers for Rose Hill Cemetery	Paid by EFT # 43179		10/05/2021	10/05/2021	10/15/2021		10/15/2021	750.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$750.00
Program 189501 - Cemeteries Totals									Invoice Transactions 3	\$793.39
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
4660 - A.M. Leonard, INC	C121241787	18 - UF - Gloves, Diameter Tape, Safety Vests	Paid by EFT # 43116		10/05/2021	10/05/2021	10/15/2021		10/15/2021	269.52
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$269.52
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	1085134	18-ISA Membership and testing	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	295.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$295.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	158.82
Account 53210 - Telephone Totals									Invoice Transactions 1	\$158.82
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	224/KXTD	18-Hampton Inn - Haskell Smith	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	313.86
3560 - First Financial Bank / Credit Cards	324/KXTD	18-Hampton Inn - Erin Hatch	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	313.86
5866 - Haskell D Smith	092721	18- Travel Reimbursement Tree Risk Assessment Training	Paid by EFT # 43296		10/05/2021	10/05/2021	10/15/2021		10/15/2021	127.00
Account 53230 - Travel Totals									Invoice Transactions 3	\$754.72



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53950 - Landfill										
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	964	18 - UF - Green waste (service contract)	Paid by EFT # 43206		10/05/2021	10/05/2021	10/15/2021		10/15/2021	242.00
Account 53950 - Landfill Totals										Invoice Transactions 1
										\$242.00
Account 53990 - Other Services and Charges										
3735 - Bluestone, LLC	8296	18 - UF - Removal (1021 W 7th St.	Paid by EFT # 43142		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,496.53
3735 - Bluestone, LLC	8533	18 - UF - Limb Removal (2824 S Wexley)	Paid by EFT # 43142		10/05/2021	10/05/2021	10/15/2021		10/15/2021	350.00
3735 - Bluestone, LLC	8609	18 - UF - Tree Removal (1607 E Camby)	Paid by EFT # 43142		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,795.00
11221 - Paul R Patrick (Rick Patrick Tree Care)	092421-COB	18 - UF - Young Tree Pruning (98 trees)	Paid by EFT # 43265		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,340.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 4
										\$4,981.53
Program 189503 - Urban Forestry Totals										Invoice Transactions 11
										\$6,701.59
Department 18 - Parks & Recreation Totals										Invoice Transactions 105
										\$67,712.81
Fund 200 - Parks and Recreation Gen (S1301) Totals										Invoice Transactions 105
										\$67,712.81
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	93.81
Account 53830 - Bank Charges Totals										Invoice Transactions 1
										\$93.81
Program 181000 - Administration Totals										Invoice Transactions 1
										\$93.81
Program 182006 - Aquatics - Pool Concessions										
Account 52330 - Street, Alley, and Sewer Material										
4099 - Gold Medal Products CO.	165876	18-FSC Concessions Products	Paid by EFT # 43186		10/05/2021	10/05/2021	10/15/2021		10/15/2021	.00
5819 - Synchrony Bank	7399	18- Pool concessions supplies	Paid by Check # 74577		10/05/2021	10/05/2021	10/15/2021		10/15/2021	67.02
Account 52330 - Street, Alley, and Sewer Material Totals										Invoice Transactions 2
										\$67.02
Program 182006 - Aquatics - Pool Concessions Totals										Invoice Transactions 2
										\$67.02



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	165641	18 - FSC Concession Supplies	Paid by EFT # 43186		10/05/2021	10/05/2021	10/15/2021		10/15/2021	352.30
4099 - Gold Medal Products CO.	165876	18-FSC Concessions Products	Paid by EFT # 43186		10/05/2021	10/05/2021	10/15/2021		10/15/2021	559.30
5819 - Synchrony Bank	1174	18 - FSC Concession Supplies	Paid by Check # 74577		10/05/2021	10/05/2021	10/15/2021		10/15/2021	546.33
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	3	\$1,457.93
Program 182500 - Frank Southern Center Totals								Invoice Transactions	3	\$1,457.93
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
4610 - Hopscotch Coffee, LLC	4351	18 - FSC Coffee	Paid by EFT # 43204		10/05/2021	10/05/2021	10/15/2021		10/15/2021	150.00
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	1	\$150.00
Account 53310 - Printing										
818 - Everywhere Signs, LLC	58531	18-dasherboard Bloomington Figure Skating Club	Paid by EFT # 43179		10/05/2021	10/05/2021	10/15/2021		10/15/2021	120.00
2895 - Rapid Reproductions, INC	105286	18-KeHE sponsor banner for Frank Southern	Paid by EFT # 43275		10/05/2021	10/05/2021	10/15/2021		10/15/2021	99.84
Account 53310 - Printing Totals								Invoice Transactions	2	\$219.84
Program 182501 - Frank Southern Center Concession Totals								Invoice Transactions	3	\$369.84
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
205 - City Of Bloomington	129480	18 - Monarch	Paid by Check # 74554		10/05/2021	10/05/2021	10/15/2021		10/15/2021	799.00
5969 - Coca Cola Bottling CO. Consolidated	2056207929	18 - Cascades - Bottled Drinks and BIBs	Paid by EFT # 43163		10/05/2021	10/05/2021	10/15/2021		10/15/2021	230.35
5819 - Synchrony Bank	7709	18 - Snack Bar items	Paid by Check # 74577		10/05/2021	10/05/2021	10/15/2021		10/15/2021	6.36
5819 - Synchrony Bank	3287	18 - Snack Bar items	Paid by Check # 74577		10/05/2021	10/05/2021	10/15/2021		10/15/2021	31.84
5819 - Synchrony Bank	7913	18-snack bar items	Paid by Check # 74577		10/05/2021	10/05/2021	10/15/2021		10/15/2021	11.92
5819 - Synchrony Bank	4388	18 - Snack Bar items	Paid by Check # 74577		10/05/2021	10/05/2021	10/15/2021		10/15/2021	120.71
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	6	\$1,200.18



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	7708	18-trash bags	Paid by Check # 74577		10/05/2021	10/05/2021	10/15/2021		10/15/2021	39.36
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$39.36
								Program 183500 - Golf Services Totals	Invoice Transactions 7	\$1,239.54
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
6481 - Precision Pro Sports, LLC	151936	18 - Rangefinders	Paid by EFT # 43271		10/05/2021	10/05/2021	10/15/2021		10/15/2021	807.95
								Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 1	\$807.95
								Program 183501 - Golf Course - Pro Shop Totals	Invoice Transactions 1	\$807.95
Program 184000 - Natural Resources										
Account 43240 - Season Passes/Memberships										
Mark Demmary	2021-00001293	18-Refunds	Paid by Check # 74583		10/05/2021	10/05/2021	10/15/2021		10/15/2021	46.80
								Account 43240 - Season Passes/Memberships Totals	Invoice Transactions 1	\$46.80
Account 53990 - Other Services and Charges										
121 - Eco Logic, LLC	4860	18- Deer Browse Study for GLNP	Paid by EFT # 43173		10/05/2021	10/05/2021	10/15/2021		10/15/2021	4,228.55
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$4,228.55
								Program 184000 - Natural Resources Totals	Invoice Transactions 2	\$4,275.35
Program 184500 - Youth Services -Juke Box										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	170.69
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$170.69
								Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1	\$170.69
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	063719	18-Kid City snack and activity supplies	Paid by Check # 74569		10/05/2021	10/05/2021	10/15/2021		10/15/2021	16.93
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$16.93
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	41.65
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$41.65
								Program 184501 - Youth Services-Kid City Camps Totals	Invoice Transactions 2	\$58.58



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 43270 - Registration Fees										
Jonathan Uebelhor	2021-00001310	18-Refunds	Paid by Check # 74596		10/05/2021	10/05/2021	10/15/2021		10/15/2021	150.00
Account 43270 - Registration Fees Totals Invoice Transactions 1										<u>\$150.00</u>
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0360340	18 - TLRC Facility Institutional Supplies	Paid by EFT # 43182		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,101.78
9269 - Ferguson Facilities Supply, HP Products #3400	0365573	18-griddle scrubber	Paid by EFT # 43182		10/05/2021	10/05/2021	10/15/2021		10/15/2021	79.08
5819 - Synchrony Bank	5054 100121	18 - TLRC Facility Institutional Supplies	Paid by Check # 74577		10/05/2021	10/05/2021	10/15/2021		10/15/2021	199.32
Account 52210 - Institutional Supplies Totals Invoice Transactions 3										<u>\$1,380.18</u>
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	690917	18-wood putty, polyurethane	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	10.08
394 - Kleindorfer Hardware & Variety	720276	18-Command tape & patches	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	33.50
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 2										<u>\$43.58</u>
Account 52420 - Other Supplies										
5693 - PlayCore Wisconsin, INC (Power Systems PS, LLC)	8740918	18-TLRC-Replacement pieces weight room-cable machine replac.	Paid by EFT # 43269		10/05/2021	10/05/2021	10/15/2021		10/15/2021	102.06
337 - Stansifer Radio Co, INC	37163	18 - TLRC Program Supplies for Basketball	Paid by EFT # 43301		10/05/2021	10/05/2021	10/15/2021		10/15/2021	25.55
Account 52420 - Other Supplies Totals Invoice Transactions 2										<u>\$127.61</u>
Account 53610 - Building Repairs										
53657 - Plymate, INC	3043325	18 - TLRC Entry Mat Service	Paid by EFT # 43270		10/05/2021	10/05/2021	10/15/2021		10/15/2021	81.62
Account 53610 - Building Repairs Totals Invoice Transactions 1										<u>\$81.62</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	1,272.56
Account 53830 - Bank Charges Totals Invoice Transactions 1										<u>\$1,272.56</u>
Program 185000 - Twin Lakes Recreation Center Totals Invoice Transactions 10										<u>\$3,055.55</u>
Program 185002 - TLRC-Health & Wellness										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	46.22
Account 53830 - Bank Charges Totals Invoice Transactions 1										<u>\$46.22</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
7794 - Molly R Adkins	092921	18-TLRC Fitness Specialist	Paid by EFT # 43117		10/05/2021	10/05/2021	10/15/2021		10/15/2021	187.50
6161 - Morgan Ashley Banks	093021	18-TLRC Fitness Specialist	Paid by EFT # 43127		10/05/2021	10/05/2021	10/15/2021		10/15/2021	250.00
7086 - Rivkah L Moore	10012021	18-TLRC Fitness Specialist	Paid by EFT # 43253		10/05/2021	10/05/2021	10/15/2021		10/15/2021	187.50
5007 - Emeline P O'Connor	093021	18- TLRC Group exercise Instructor Pay	Paid by EFT # 43260		10/05/2021	10/05/2021	10/15/2021		10/15/2021	187.50
7440 - William Tuttle	093021	18-TLRC Fitness Specialist	Paid by EFT # 43329		10/05/2021	10/05/2021	10/15/2021		10/15/2021	150.00
7440 - William Tuttle	100221	18-TLRC Fitness Specialist	Paid by EFT # 43329		10/05/2021	10/05/2021	10/15/2021		10/15/2021	337.50
7795 - Sarah Wilson	093021	18-TLRC Fitness Specialist	Paid by EFT # 43340		10/05/2021	10/05/2021	10/15/2021		10/15/2021	125.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 7			\$1,425.00
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 8			\$1,471.22
Program 185003 - TLRC-Basketball										
Account 52430 - Uniforms and Tools										
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T95026	18- TLRC BYB Season I T-Shirts	Paid by EFT # 43313		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,656.00
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T95027	18- TLRC BYB Season I T-Shirts	Paid by EFT # 43313		10/05/2021	10/05/2021	10/15/2021		10/15/2021	632.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 2			\$2,288.00
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	502.31
Account 53830 - Bank Charges Totals							Invoice Transactions 1			\$502.31
Account 53940 - Temporary Contractual Employee										
7901 - Aurora Marin	9-24-21	18- TLRC BYB Season I Instructor	Paid by EFT # 43244		10/05/2021	10/05/2021	10/15/2021		10/15/2021	3,000.00
1973 - Megan M Stark	100121	18-TLRC Fitness Specialist	Paid by EFT # 43303		10/05/2021	10/05/2021	10/15/2021		10/15/2021	645.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 2			\$3,645.00
Program 185003 - TLRC-Basketball Totals							Invoice Transactions 5			\$6,435.31
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	5594	18 - TLRC Concession Item Purchase	Paid by Check # 74577		10/05/2021	10/05/2021	10/15/2021		10/15/2021	44.81



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	3684	18 - TLRC Credit for Sales Tax Charged	Paid by Check # 74577		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(2.59)
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	2	\$42.22
Program 185006 - TLRC-Concessions Totals								Invoice Transactions	2	\$42.22
Program 186500 - Community Events										
Account 52430 - Uniforms and Tools										
11693 - The Award Center, INC	60383	18- Nametags	Paid by EFT # 43317		10/05/2021	10/05/2021	10/15/2021		10/15/2021	30.00
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	1	\$30.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	41.10
Account 53210 - Telephone Totals								Invoice Transactions	1	\$41.10
Account 53230 - Travel										
2019 - Leslie Brinson	092421	18- Travel Reimbursement NRPA Conference	Paid by EFT # 43146		10/05/2021	10/05/2021	10/15/2021		10/15/2021	156.50
3560 - First Financial Bank / Credit Cards	43904177/415	18-Holiday Inn Express - Dunbar	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	435.15
Account 53230 - Travel Totals								Invoice Transactions	2	\$591.65
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	296.24
Account 53830 - Bank Charges Totals								Invoice Transactions	1	\$296.24
Account 53990 - Other Services and Charges										
6613 - Madison True	035	18 - DJ Services at Glow in the Park event - 9/18/21	Paid by EFT # 43328		10/05/2021	10/05/2021	10/15/2021		10/15/2021	300.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$300.00
Program 186500 - Community Events Totals								Invoice Transactions	6	\$1,258.99



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	719243	18-tarp and sand for garden	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	59.99
Account 52420 - Other Supplies Totals Invoice Transactions 1										<u>\$59.99</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	5.26
Account 53830 - Bank Charges Totals Invoice Transactions 1										<u>\$5.26</u>
Program 186502 - Community Events-Gardens Totals Invoice Transactions 2										<u>\$65.25</u>
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
18520 - Kevin L Graber	2607	Market Bucks and Gift Certificates	Paid by EFT # 43189		10/05/2021	10/05/2021	10/15/2021		10/15/2021	10.00
12527 - Hoosier Honey	2615	Market Bucks and Gift Certificates	Paid by EFT # 43200		10/05/2021	10/05/2021	10/15/2021		10/15/2021	10.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	2589	Market Bucks and Gift Certificates	Paid by EFT # 43224		10/05/2021	10/05/2021	10/15/2021		10/15/2021	20.00
5200 - Chester L Lehman (Olde Lane Orchard)	2598	Market Bucks and Gift Certificates	Paid by EFT # 43235		10/05/2021	10/05/2021	10/15/2021		10/15/2021	30.00
5200 - Chester L Lehman (Olde Lane Orchard)	2617	Gift Certificates	Paid by EFT # 43235		10/05/2021	10/05/2021	10/15/2021		10/15/2021	5.00
5200 - Chester L Lehman (Olde Lane Orchard)	2613	Market Bucks and Gift Certificates	Paid by EFT # 43235		10/05/2021	10/05/2021	10/15/2021		10/15/2021	15.00
4281 - Living Roots, INC	2620	Market Bucks and Gift Certificates	Paid by EFT # 43237		10/05/2021	10/05/2021	10/15/2021		10/15/2021	40.00
12413 - Dale L Marchino	2602	Market Bucks and Gift Certificates	Paid by Check # 74570		10/05/2021	10/05/2021	10/15/2021		10/15/2021	30.00
4347 - Daniel E McCullough	2600	Market Bucks and Gift Certificates	Paid by Check # 74571		10/05/2021	10/05/2021	10/15/2021		10/15/2021	10.00
12409 - Jeffrey A Padgett	2587	Market Bucks and Gift Certificates	Paid by EFT # 43263		10/05/2021	10/05/2021	10/15/2021		10/15/2021	65.00
12409 - Jeffrey A Padgett	2605	Gift Certificates	Paid by EFT # 43263		10/05/2021	10/05/2021	10/15/2021		10/15/2021	5.00
19916 - Thomas D Phillips	2588	Market Bucks and Gift Certificates	Paid by Check # 74573		10/05/2021	10/05/2021	10/15/2021		10/15/2021	40.00
12422 - Kip Schlegel	2606	Market Bucks and Gift Certificates	Paid by EFT # 43287		10/05/2021	10/05/2021	10/15/2021		10/15/2021	5.00
4428 - Nicolas S Schultz	2603	Market Bucks and Gift Certificates	Paid by EFT # 43288		10/05/2021	10/05/2021	10/15/2021		10/15/2021	45.00
5673 - Stephen Stoll	2596	Market Bucks and Gift Certificates	Paid by EFT # 43305		10/05/2021	10/05/2021	10/15/2021		10/15/2021	20.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
6623 - Twilight Dairy, LLC	2616	Market Bucks and Gift Certificates	Paid by EFT # 43330		10/05/2021	10/05/2021	10/15/2021		10/15/2021	60.00
Account 47230 - Gift Certificate Totals										Invoice Transactions 16
										\$410.00
Account 47240 - EBT Market Bucks										
3960 - Cortland V Carrington (Farmers Market Only)	2601	Market Bucks	Paid by EFT # 43152		10/05/2021	10/05/2021	10/15/2021		10/15/2021	36.00
6431 - Alvin M Fisher	2595	Market Bucks	Paid by EFT # 43184		10/05/2021	10/05/2021	10/15/2021		10/15/2021	45.00
18520 - Kevin L Graber	2607	Market Bucks and Gift Certificates	Paid by EFT # 43189		10/05/2021	10/05/2021	10/15/2021		10/15/2021	186.00
12527 - Hoosier Honey	2615	Market Bucks and Gift Certificates	Paid by EFT # 43200		10/05/2021	10/05/2021	10/15/2021		10/15/2021	261.00
52276 - Hunter's Honey Farm	2611	Market Bucks	Paid by EFT # 43205		10/05/2021	10/05/2021	10/15/2021		10/15/2021	468.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	2589	Market Bucks and Gift Certificates	Paid by EFT # 43224		10/05/2021	10/05/2021	10/15/2021		10/15/2021	141.00
5200 - Chester L Lehman (Olde Lane Orchard)	2598	Market Bucks and Gift Certificates	Paid by EFT # 43235		10/05/2021	10/05/2021	10/15/2021		10/15/2021	147.00
5200 - Chester L Lehman (Olde Lane Orchard)	2613	Market Bucks and Gift Certificates	Paid by EFT # 43235		10/05/2021	10/05/2021	10/15/2021		10/15/2021	168.00
4281 - Living Roots, INC	2620	Market Bucks and Gift Certificates	Paid by EFT # 43237		10/05/2021	10/05/2021	10/15/2021		10/15/2021	972.00
12413 - Dale L Marchino	2602	Market Bucks and Gift Certificates	Paid by Check # 74570		10/05/2021	10/05/2021	10/15/2021		10/15/2021	243.00
4347 - Daniel E McCullough	2604	Market Bucks	Paid by Check # 74571		10/05/2021	10/05/2021	10/15/2021		10/15/2021	6.00
4347 - Daniel E McCullough	2600	Market Bucks and Gift Certificates	Paid by Check # 74571		10/05/2021	10/05/2021	10/15/2021		10/15/2021	204.00
4347 - Daniel E McCullough	2610	Market Bucks	Paid by Check # 74571		10/05/2021	10/05/2021	10/15/2021		10/15/2021	54.00
12409 - Jeffrey A Padgett	2586	Market Bucks	Paid by EFT # 43263		10/05/2021	10/05/2021	10/15/2021		10/15/2021	300.00
12409 - Jeffrey A Padgett	2587	Market Bucks and Gift Certificates	Paid by EFT # 43263		10/05/2021	10/05/2021	10/15/2021		10/15/2021	81.00
12409 - Jeffrey A Padgett	2583	Market Bucks	Paid by EFT # 43263		10/05/2021	10/05/2021	10/15/2021		10/15/2021	300.00
12409 - Jeffrey A Padgett	2584	Market Bucks	Paid by EFT # 43263		10/05/2021	10/05/2021	10/15/2021		10/15/2021	303.00
12409 - Jeffrey A Padgett	2585	Market Bucks	Paid by EFT # 43263		10/05/2021	10/05/2021	10/15/2021		10/15/2021	300.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
19916 - Thomas D Phillips	2588	Market Bucks and Gift Certificates	Paid by Check # 74573		10/05/2021	10/05/2021	10/15/2021		10/15/2021	342.00
12430 - Luke Rhodes	2590	Market Bucks	Paid by EFT # 43277		10/05/2021	10/05/2021	10/15/2021		10/15/2021	114.00
12430 - Luke Rhodes	2614	Market Bucks	Paid by EFT # 43277		10/05/2021	10/05/2021	10/15/2021		10/15/2021	306.00
12422 - Kip Schlegel	2606	Market Bucks and Gift Certificates	Paid by EFT # 43287		10/05/2021	10/05/2021	10/15/2021		10/15/2021	63.00
4428 - Nicolas S Schultz	2603	Market Bucks and Gift Certificates	Paid by EFT # 43288		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,116.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2618	Market Bucks	Paid by EFT # 43290		10/05/2021	10/05/2021	10/15/2021		10/15/2021	153.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2619	Market Bucks	Paid by EFT # 43290		10/05/2021	10/05/2021	10/15/2021		10/15/2021	3.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2599	Market Bucks	Paid by EFT # 43294		10/05/2021	10/05/2021	10/15/2021		10/15/2021	57.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2612	Market Bucks	Paid by EFT # 43294		10/05/2021	10/05/2021	10/15/2021		10/15/2021	66.00
6618 - James Sigman	2608	Market Bucks	Paid by EFT # 43295		10/05/2021	10/05/2021	10/15/2021		10/15/2021	126.00
2496 - Galen Jay Stoll	2594	Market Bucks	Paid by Check # 74576		10/05/2021	10/05/2021	10/15/2021		10/15/2021	9.00
5673 - Stephen Stoll	2596	Market Bucks and Gift Certificates	Paid by EFT # 43305		10/05/2021	10/05/2021	10/15/2021		10/15/2021	111.00
6623 - Twilight Dairy, LLC	2616	Market Bucks and Gift Certificates	Paid by EFT # 43330		10/05/2021	10/05/2021	10/15/2021		10/15/2021	168.00
12425 - David W Widner	2593	Market Bucks	Paid by Check # 74581		10/05/2021	10/05/2021	10/15/2021		10/15/2021	18.00
12425 - David W Widner	2609	Market Bucks	Paid by Check # 74581		10/05/2021	10/05/2021	10/15/2021		10/15/2021	30.00
6495 - Wilderlove Farm, LLC	2597	Market Bucks	Paid by EFT # 43338		10/05/2021	10/05/2021	10/15/2021		10/15/2021	108.00
Account 47240 - EBT Market Bucks Totals								Invoice Transactions	34	\$7,005.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	70.34
Account 53210 - Telephone Totals								Invoice Transactions	1	\$70.34



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 53940 - Temporary Contractual Employee										
3875 - Sandra Salinas-Kobyka	090521	18- Market Cleaning	Paid by EFT # 43285		10/05/2021	10/05/2021	10/15/2021		10/15/2021	325.00
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 1	\$325.00
Account 53990 - Other Services and Charges										
14029 - Adam Riviere Long (Playground Productions LLC)	247	18 - Entertainment at Farmers' Market	Paid by EFT # 43238		10/05/2021	10/05/2021	10/15/2021		10/15/2021	175.00
7909 - Nicholas M McGill	9-25-2021	18 - Entertainment at Farmers' Market	Paid by EFT # 43247		10/05/2021	10/05/2021	10/15/2021		10/15/2021	225.00
7908 - Ann M Nelson	38	18 - Entertainment at Farmers' Market	Paid by EFT # 43256		10/05/2021	10/05/2021	10/15/2021		10/15/2021	250.00
7240 - Troy T Thomas	131	18 - Entertainment at Farmers' Market	Paid by EFT # 43322		10/05/2021	10/05/2021	10/15/2021		10/15/2021	500.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 4	\$1,150.00
Program 186503 - Community Events-Farmers' Market Totals									Invoice Transactions 56	\$8,960.34
Program 186504 - Senior Expo										
Account 43270 - Registration Fees										
Bloomington Worldwide Friendship	2021-00001339	18-Refunds	Paid by Check # 74584		10/05/2021	10/05/2021	10/15/2021		10/15/2021	100.00
Edward Jones	2021-00001338	18-Refunds	Paid by Check # 74587		10/05/2021	10/05/2021	10/15/2021		10/15/2021	100.00
Jones, McGlasson & Siefers, P.C.	2021-00001308	18-Refunds	Paid by Check # 74590		10/05/2021	10/05/2021	10/15/2021		10/15/2021	100.00
New Horizons Bloomington	2021-00001340	18-Refunds	Paid by Check # 74591		10/05/2021	10/05/2021	10/15/2021		10/15/2021	100.00
Santo Family Insurance	2021-00001309	18-Refunds	Paid by Check # 74594		10/05/2021	10/05/2021	10/15/2021		10/15/2021	100.00
Account 43270 - Registration Fees Totals									Invoice Transactions 5	\$500.00
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1373	18-50+ Expo postcard printing, mailing	Paid by EFT # 43115		10/05/2021	10/05/2021	10/15/2021		10/15/2021	692.90
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1413	18-50+ Expo promo brochure #800	Paid by EFT # 43115		10/05/2021	10/05/2021	10/15/2021		10/15/2021	156.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1433	18-50+ Expo onsite program #300	Paid by EFT # 43115		10/05/2021	10/05/2021	10/15/2021		10/15/2021	66.00
Account 53310 - Printing Totals									Invoice Transactions 3	\$914.90



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186504 - Senior Expo										
Account 53990 - Other Services and Charges										
7767 - Dan P Alexander (Beetlegraphix)	00362021	18 - Caricatures @ 50+ Expo Event 9/23/21	Paid by EFT # 43118		10/05/2021	10/05/2021	10/15/2021		10/15/2021	300.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$300.00
Program 186504 - Senior Expo Totals								Invoice Transactions 9		\$1,714.90
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
6631 - Tony Brewer	October 8, 2021	18- Poetry Reading Performance by Tony Brewer	Paid by EFT # 43145		10/05/2021	10/05/2021	10/15/2021		10/15/2021	150.00
2475 - Jeffrey C Isaac	082221	18- 75 Minute Performance at Bryan Park for Performing Arts	Paid by EFT # 43220		10/05/2021	10/05/2021	10/15/2021		10/15/2021	500.00
7886 - Kara Strass	September 30, 20	18- 60-minute presentation- Nature Sounds on Sept. 3	Paid by EFT # 43308		10/05/2021	10/05/2021	10/15/2021		10/15/2021	125.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 3		\$775.00
Program 186506 - Performing Art Series Totals								Invoice Transactions 3		\$775.00
Program 187001 - Adult Sports-Softball										
Account 52420 - Other Supplies										
822 - Indiana Amateur Softball Association, INC	2021020996	18- TLSP Prize Bat	Paid by EFT # 43209		10/05/2021	10/05/2021	10/15/2021		10/15/2021	153.60
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$153.60
Account 53940 - Temporary Contractual Employee										
20105 - Brandon B Chambers	092321	18-TLSP Umpire	Paid by EFT # 43159		10/05/2021	10/05/2021	10/15/2021		10/15/2021	116.00
7147 - Keith E Crittenden	092321	18-TLSP Umpire	Paid by EFT # 43165		10/05/2021	10/05/2021	10/15/2021		10/15/2021	158.00
17565 - Michael B Hicks (Contractual)	092621	18-TLSP Umpire	Paid by EFT # 43197		10/05/2021	10/05/2021	10/15/2021		10/15/2021	432.00
6443 - David Joseph Huss	092121	18-TLSP Umpire	Paid by EFT # 43207		10/05/2021	10/05/2021	10/15/2021		10/15/2021	180.00
7758 - Timothy R Louis	092321daily	18-TLSP Umpire	Paid by EFT # 43239		10/05/2021	10/05/2021	10/15/2021		10/15/2021	452.00
4939 - Charles W Stone	091521	18-TLSP Umpire	Paid by EFT # 43306		10/05/2021	10/05/2021	10/15/2021		10/15/2021	60.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
6470 - Adriann Nicole Wilson	091521	18-TLSP Umpire	Paid by EFT # 43339		10/05/2021	10/05/2021	10/15/2021		10/15/2021	140.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions 7		<u>\$1,538.00</u>
Program 187001 - Adult Sports-Softball Totals								Invoice Transactions 8		<u>\$1,691.60</u>
Program 187503 - Banneker-Classes										
Account 53990 - Other Services and Charges										
7874 - Sierra Edwards (4HicksChicks)	9/23/21	18-BBCC-Block Party Catering	Paid by EFT # 43175		10/05/2021	10/05/2021	10/15/2021		10/15/2021	400.00
7242 - Hi-Rise Sign & Lighting LLC	SS-4087	18-Banneker Community Center facility sign	Paid by EFT # 43196		10/05/2021	10/05/2021	10/15/2021		10/15/2021	388.89
Account 53990 - Other Services and Charges Totals								Invoice Transactions 2		<u>\$788.89</u>
Program 187503 - Banneker-Classes Totals								Invoice Transactions 2		<u>\$788.89</u>
Program 189000 - Operations										
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	58418	(5) Custom section markers for Rose Hill Cemetery	Paid by EFT # 43179		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,200.00
Account 52420 - Other Supplies Totals								Invoice Transactions 1		<u>\$1,200.00</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	158.53
Account 53830 - Bank Charges Totals								Invoice Transactions 1		<u>\$158.53</u>
Account 53990 - Other Services and Charges										
19741 - Mader Design, LLC	1384	18- Rogers Family Park Design	Paid by EFT # 43242		10/05/2021	10/05/2021	10/15/2021		10/15/2021	5,000.00
7063 - T III Environments, LLC	TIIIApp3,ArtSY P	18- Switchyard Art - Hoosier Line and Big Dipper	Paid by EFT # 43312		10/05/2021	10/05/2021	10/15/2021		10/15/2021	6,000.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 2		<u>\$11,000.00</u>
Program 189000 - Operations Totals								Invoice Transactions 4		<u>\$12,358.53</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189003 - Operations-Open Shelters										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	26.70
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$26.70
								Program 189003 - Operations-Open Shelters Totals	Invoice Transactions 1	\$26.70
Program 189006 - Switchyard Property										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-AUG 21	18-P&R-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43106		09/30/2021	09/30/2021	09/30/2021		09/30/2021	80.06
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$80.06
								Program 189006 - Switchyard Property Totals	Invoice Transactions 1	\$80.06
Program G20015 - 2020-21 Griffy Nature Days										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	80784732a	18-School Specialty Refund	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(86.82)
3560 - First Financial Bank / Credit Cards	57542913	18-School Specialty - Model Fish Dissection	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	81.14
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	(\$5.68)
								Program G20015 - 2020-21 Griffy Nature Days Totals	Invoice Transactions 2	(\$5.68)
Program G21007 - 2017 Banneker Nature Days										
Account 47250 - Grant - Other										
3998 - Summer Star Foundation for Nature, Art & Humanity	18-2021-10	18-Leftover Banneker Summer Nature Day Grant Funds	Paid by EFT # 43310		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,751.03
								Account 47250 - Grant - Other Totals	Invoice Transactions 1	\$1,751.03
								Program G21007 - 2017 Banneker Nature Days Totals	Invoice Transactions 1	\$1,751.03
								Department 18 - Parks & Recreation Totals	Invoice Transactions 142	\$49,010.62
								Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions 142	\$49,010.62
Fund 977 - Parks 2016 GO Bond Proceeds										
Department 18 - Parks & Recreation										
Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP										
Account 54510 - Other Capital Outlays										
7910 - Indiana Natural Resources Foundation	234	18- INSWMP Wetland Mitigation Credits for Griffy Construction	Paid by EFT # 43211		10/05/2021	10/05/2021	10/15/2021		10/15/2021	20,000.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	\$20,000.00
								Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP Totals	Invoice Transactions 1	\$20,000.00



Board of Park & Recreation Claim Register

Invoice Date Range 09/29/21 - 10/15/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 977 - Parks 2016 GO Bond Proceeds										
Department 18 - Parks & Recreation										
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP										
Account 54510 - Other Capital Outlays										
3444 - Rundell Ernstberger Associates, INC	2021-1625-03	18- Bryan Park Trail Improvements	Paid by EFT # 43282		10/05/2021	10/05/2021	10/15/2021		10/15/2021	4,845.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	\$4,845.00
								Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals	Invoice Transactions 1	\$4,845.00
Program 18016D - 2016 D Lower Cascades										
Account 54510 - Other Capital Outlays										
18844 - First Financial Bank, N.A.	ScenApp1,Castrl	18- Retainage for Cascades Trail Ph. 5 - GOB funds	Paid by Check # 74562		10/05/2021	10/05/2021	10/15/2021		10/15/2021	7,905.00
6883 - Scenic Construction Services, INC	ScenApp1,Castrl	18- Construction for Cascades Trail Phase 5 - GOB funds	Paid by EFT # 43286		10/05/2021	10/05/2021	10/15/2021		10/15/2021	150,195.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 2	\$158,100.00
								Program 18016D - 2016 D Lower Cascades Totals	Invoice Transactions 2	\$158,100.00
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA										
Account 54510 - Other Capital Outlays										
7288 - Greenville Turf & Tractor INC	E16732	18-Bed Mount Top Dresser for existing John Deere	Paid by EFT # 43192		10/05/2021	10/05/2021	10/15/2021		10/15/2021	18,050.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	\$18,050.00
								Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals	Invoice Transactions 1	\$18,050.00
								Department 18 - Parks & Recreation Totals	Invoice Transactions 5	\$200,995.00
								Fund 977 - Parks 2016 GO Bond Proceeds Totals	Invoice Transactions 5	\$200,995.00
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
5641 - AZTEC Engineering Group, INC	201013	18- Duke Power Line Trail Design	Paid by EFT # 43126		10/05/2021	10/05/2021	10/15/2021		10/15/2021	3,150.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	\$3,150.00
								Program 18018A - 7th St Green Way, RCA Power Line Totals	Invoice Transactions 1	\$3,150.00
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
7059 - Eagle Ridge Civil Engineering Services, LLC	204-22	18- Addendum for Cascades creek repair and path to waterfall	Paid by EFT # 43171		10/05/2021	10/05/2021	10/15/2021		10/15/2021	8,120.33



Board of Park & Recreation Claim Register

Invoice Date Range 09/29/21 - 10/15/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
3444 - Rundell Ernstberger Associates, INC	2021-1620-03	18- Construction Inspection for Cascades Trail and Streambank	Paid by EFT # 43282		10/05/2021	10/05/2021	10/15/2021		10/15/2021	5,713.82
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$13,834.15
Program 18018B - Griffy Loop Trail Lower Cascades Totals							Invoice Transactions	2		\$13,834.15
Department 18 - Parks & Recreation Totals							Invoice Transactions	3		\$16,984.15
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	3		\$16,984.15
Grand Totals							Invoice Transactions	255		\$334,702.58

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/15/2021	Claims				334,702.58
					<u>334,702.58</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 **\$ 334,702.58**

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 _____

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2020	2020	2020	2020	2021	2021	2021	
September	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>September</u>	<u>to date</u>	<u>Budget</u>	<u>September</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	737,200	754,943	572,590	75.85%	717,168	615,979	85.89%	7.58%
Health & Wellness	107,016	87,486	64,995	74.29%	86,927	62,996	72.47%	-3.08%
Community Relations	487,964	382,301	262,492	68.66%	498,198	268,349	52.69%	2.23%
Aquatics	378,257	41,799	52,481	125.56%	314,868	286,997	91.15%	446.86%
Frank Southern Center	381,828	313,225	237,961	75.97%	369,516	147,786	39.99%	-37.90%
Golf Services	706,904	752,234	554,625	73.73%	720,425	549,121	76.22%	-0.99%
Natural Resources	388,562	356,217	269,396	75.63%	390,401	260,752	66.79%	-3.21%
Youth Programs	62,293	73,338	55,804	76.09%	73,773	54,917	74.44%	-1.59%
TLRC	294,799	286,735	212,801	74.22%	278,629	203,816	73.15%	-4.22%
Community Events	405,346	416,547	317,584	76.24%	418,379	300,885	71.92%	-5.26%
Adult Sports	286,511	191,953	157,553	82.08%	244,078	178,153	72.99%	13.07%
Youth Sports	295,022	229,703	197,963	86.18%	231,548	183,626	79.30%	-7.24%
BBCC	444,450	309,347	236,848	76.56%	419,321	269,139	64.18%	13.63%
Inclusive Recreation	86,491	89,526	74,702	83.44%	89,535	57,535	64.26%	-22.98%
Operations	1,979,870	1,803,531	1,364,846	75.68%	1,865,916	1,308,450	70.12%	-4.13%
Switchyard Property	256,821	200,725	135,676	67.59%	410,662	264,583	64.43%	95.01%
Landscaping	613,368	514,742	395,343	76.80%	654,879	387,424	59.16%	-2.00%
Cemeteries	211,863	180,755	131,035	72.49%	214,404	144,485	67.39%	10.26%
Urban Forestry	514,292	378,572	260,179	68.73%	501,313	273,847	54.63%	5.25%
Recover Forward	50,000	50,000		0.00%	0	0	0.00%	0.00%
General Fund total:	7,901,657	7,413,677	5,554,872	74.93%	8,499,941	5,818,839	68.46%	4.75%
Non-Reverting Fund								
Administration	14,650	13,277	17,381	130.91%	18,550	5,240	28.25%	-69.85%
Health & Wellness	1,650	18,293	144	0.79%	2,450	2,538	103.58%	1659.07%
Community Relations	5,350	7,824	2,660	34.00%	5,350	530	9.91%	-80.07%
Aquatics	81,959	79,918	35,428	44.33%	55,544	59,486	107.10%	67.91%
Frank Southern Center	86,859	100,685	43,822	43.52%	87,669	41,881	47.77%	-4.43%
Golf Services	168,852	142,148	119,453	84.03%	126,758	119,386	94.18%	-0.06%
Natural Resources	65,429	23,982	15,614	65.11%	70,610	36,626	51.87%	134.58%
Youth Programs	238,025	99,238	78,110	78.71%	214,782	54,179	25.23%	-30.64%
*TLRC - day to day	570,919	447,049	528,108	118.13%	633,489	531,641	83.92%	0.67%
Community Events	250,680	188,015	159,195	84.67%	216,119	107,733	49.85%	-32.33%
Adult Sports	140,331	72,275	40,015	55.37%	135,504	82,345	60.77%	105.78%
Youth Sports	9,482	54,592	6,621	12.13%	9,578	29,145	304.31%	340.17%
BBCC	41,962	19,493	1,768	9.07%	2,560	3,160	123.44%	78.74%
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	3,591	16.33%	46,110	77,518	168.11%	2058.51%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,577	41,870	31,062	74.19%	27,672	53,583	193.64%	72.51%
Landscaping (CCC P	6,150	0	0	0.00%	0	197	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	1,086,188	81.49%	1,659,093	1,205,787	72.68%	11.01%
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	1,325,232	73.03%	2,133,193	1,442,093	67.60%	8.82%

Other Misc Funds								
15-16 MCCSC 21st C	884				884			
16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn	9,208	15,400			2,079			
20-21 MCCSC 21st Com Learn					16,437			
Community Banneker Bus	39,995							
G14006 Out-of School Prg.								
G15008 Summer Foc	11,115	33,346	34,683		11,115	12,898		
G15009 Nature Days S/Star								
Griffy Lake Nature Day	14,269				2,237			
Wapehani I-69 Mitigation								
Leonard Springs Nature					3,436			
Banneker Nature Day	3,659	3,659			3,109			
NRPA Nutrition Hub		0			8,675			
Kaboom Play								
Youth & Adolescent Phy Act	9,936				8,004			
Goat Farm								
Giffy LARE		6,300	6,383		4,299			
Deer Cull		25,000	25,000					
Banneker ROI		177,541	134,288		13,979			
Other Misc Funds total:	21,935	106,778	219,414	205.49%	11,999	75,151		
TOTAL ALL FUNDS	10,158,076	9,335,181	7,099,518	76.05%	10,645,134	7,336,083	68.91%	3.33%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues September 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>September</u>	<u>to date</u>	<u>for year</u>	<u>September</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	4,482,467	68.54%	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	168,091	90.08%	100.00%
Frank Southern	199,300	123,312	98,291	79.71%	215,100	10,734	4.99%	-89.08%
Golf Services	599,500	682,689	571,097	83.65%	572,000	754,204	131.85%	32.06%
Natural Resources	0	0	0	0.00%	0	-130	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	12,165	914	945	6.97%	12,900	3,915	30.35%	314.29%
Adult Sports	54,000	13,563	13,563	100.00%	48,500	30,600	63.09%	125.62%
Youth Sports	30,500	10,828	2,381	21.99%	39,800	26,759	67.23%	1023.73%
BBCC	15,000	6,027	2,665	44.23%	15,000	12,938	86.26%	385.44%
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	0	0.00%	28,150	0	0.00%	0.00%
Urban Forestry	0	0	34,925	0.00%	0	38,425	0.00%	0.00%
Recover Forward	0	50,000		0.00%	0		0.00%	0.00%
Subtotal Program Rev	1,129,490	963,298	723,952	75.15%	1,118,550	1,045,924	93.51%	44.47%
General Fund Total	7,642,515	8,139,265	4,255,728	52.29%	7,658,708	5,528,391	72.18%	29.90%
Non-Reverting Fund								
Administration	35,600	16,415	14,059	85.64%	35,600	9,413	26.44%	-33.04%
Health & Wellness	3,915	23,764	108	0.45%	3,250	3,203	98.55%	0.00%
Community Relations	5,400	8,089	2,000	24.72%	5,400	2,632	48.74%	31.59%
Aquatics	86,301	2,692	2,512	93.31%	85,503	84,256	98.54%	3254.12%
Frank Southern	123,300	55,031	33,898	61.60%	102,200	3,718	3.64%	-89.03%
Golf Services	156,500	160,799	128,036	79.62%	149,300	183,257	122.74%	43.13%
Natural Resources	70,000	61,656	60,047	97.39%	71,400	47,691	66.79%	-20.58%
Youth Programs	246,740	116,867	119,139	101.94%	246,740	136,509	55.33%	14.58%
*TLRC -Operational	1,065,974	451,170	352,220	78.07%	730,428	403,853	55.29%	14.66%
Community Events	200,311	93,604	95,667	102.20%	192,459	123,791	64.32%	29.40%
Adult Sports	143,500	39,589	39,571	99.95%	138,300	93,356	67.50%	135.92%
Youth Sports	4,002	1,344	1,438	106.97%	3,502	7,359	210.15%	0.00%
BBCC	7,600	19,524	13,274	67.98%	7,600	9,128	120.11%	-31.23%
Operations	64,800	38,706	29,877	77.19%	68,900	108,492	157.46%	263.13%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	12,500	27,491	14,539	52.88%	31,500	31,043	0.00%	113.52%
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	7,900	100.00%	9,500	9,875	103.95%	25.00%
N-R Fund subtotal:	2,236,343	1,125,393	915,034	81.31%	1,881,982	1,257,576	66.82%	37.43%
Other Misc Funds								

G-17-18 MCCSC 21st C	14,210				30,000			
G18-19 MCCSC 21st C	30,000				30,000			
G19-20 MCCSC 21st C	30,000	18,679	12,352		14,210			
G20-21 MCCSC 21st		2,881				13,840		
G14009 Summer Food C	27,864	33,346	33,346		27,864	11,631		
Communit Banneker Bu	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						12,245		
G15009 Griffy Nature Days		4,239	4,239			2,231		
(902) Rose Hill Trust		286	257			80		
Banneker ROI		157,379						
Banneker Nature Days		3,659	4,860			4,860		
Yth & Adolescent Phy A	8,000				8,000	7,839		
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	135,047		180,074	115,525		
TOTAL ALL FUNDS	10,033,932	9,605,116	5,305,809	55.24%	9,720,764	6,901,491	71.00%	30.07%

	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	9/30/2021	revenue	9/30/2021	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	9,412.98		5,239.55		4,173.43	267,335.16
181001	Health & Wellness	14,884.91	3,203.00		2,537.64		665.36	15,550.27
181100	Community Relations	34,679.89	2,631.89		530.15		2,101.74	36,781.63
182001	Aquatics	311,829.23	84,255.54		59,485.66		24,769.88	336,599.11
182500	Frank Southern Center	145,619.91	3,717.81		41,880.95		(38,163.14)	107,456.77
183500	Golf Course	162,151.68	183,256.96		119,385.51		63,871.45	226,023.13
184000	Natural Resources	329,236.85	47,690.57		36,626.37		11,064.20	340,301.05
184500	Allison Jukebox	290,192.83	136,509.05		54,178.95		82,330.10	372,522.93
185000	TLRC	(2,235,133.79)	328,420.30		767,946.67		(439,526.37)	(2,674,660.16)
185009	TLRC Reserve	631,401.59	75,432.88		0.00		75,432.88	706,834.47
186500	Community Events	543,891.59	123,790.61		107,732.89		16,057.72	559,949.31
187001	Adult Sports	2,251.34	93,355.66		82,344.83		11,010.83	13,262.17
187202	Youth Sports	6,198.34	7,359.46		29,144.93		(21,785.47)	(15,587.13)
187209	Skate Park	575.42	0		0.00		0.00	575.42
187500	Benjamin Banneker Comm Center	64,551.43	9,128.46		3,160.13		5,968.33	70,519.76
	Childcare Program	(1,399.03)	0.00		0.00		0.00	(1,399.03)
189000	Operations	194,525.72	108,492.15		77,517.77		30,974.38	225,500.10
189005	Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
**189006	Switchyard Property	223,929.49	31,043.22		53,583.18		(22,539.96)	201,389.53
189500	Landscaping	13,454.36	0.00		197.12		(197.12)	13,257.24
189501	Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
189503	Urban Forestry	28,477.22	9,875.00		600.49		9,274.51	37,751.73
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	1,257,575.54	0.00	1,442,092.79	0.00	(184,517.25)	847,454.25

* 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.

(184,517.25)
**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
09/03/2021	1914215	AR Refunded Via Refunded To:	350215_A Visa/MasterCard/Discover Heidi Vuletich 2285 S SWEETBRIAR CT BLOOMINGTON, IN 47401	Beginner Beginner: Tu/Th 5:30-6:30p	Refund Now Drawer: Cur HH Info:	grabowsm 6 Heidi Vuletich 2285 S SWEETBRIAR CT BLOOMINGTON, IN 47401	65.00	0.00	65.00
09/08/2021	1916806	AR Refunded Via Refunded To:	350301_B Visa/MasterCard/Discover Jesse Kinser 9681 S. Stillwater Lane Bloomington, IN 47401	Age 7-9 (350301-B)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jesse Kinser 9681 S. Stillwater Lane Bloomington, IN 47401	75.00	0.00	75.00
09/09/2021	1917421	FR Refunded Via Refunded To:	SHELT_SWCHY Visa/MasterCard/Discover Brittany Huntley 1323 w 13th st Bloomington, IN 47404	Switchyard Park Shelter on 09/26/20	Refund Now Drawer: Cur HH Info:	HALTI 3 Brittany Huntley 1323 w 13th st Bloomington, IN 47404	90.00	0.00	90.00
09/09/2021	1917530	AR Refunded Via Refunded To:	245005_O Visa/MasterCard/Discover Philip Hill 930 S High St Bloomington, IN 47401	Friends & Family Sails (245005-O)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Philip Hill 930 S High St Bloomington, IN 47401	148.00	0.00	148.00
09/09/2021	1917531	AR Refunded Via Refunded To:	245004_T Visa/MasterCard/Discover Joseph Kuhn P.O. Box 96 Payne, OH 45880	Private lessons email LMSAdultsailin	Refund Now Drawer: Cur HH Info:	grabowsm 6 Joseph Kuhn P.O. Box 96 Payne, OH 45880	298.00	0.00	298.00
09/10/2021	1917843	AR Refunded Via Refunded To:	350302_C Visa/MasterCard/Discover Angie Ohlrich 2696 E. Ciana Ct Bloomington, IN 47401	Grade 2 (350302-C)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Angie Ohlrich 2696 E. Ciana Ct Bloomington, IN 47401	85.00	0.00	85.00
09/10/2021	1917843	AR Refunded Via Refunded To:	350302_A Visa/MasterCard/Discover Angie Ohlrich	Grade K (350302-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Angie Ohlrich	85.00	0.00	85.00

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Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
			2696 E. Ciana Ct Bloomington, IN 47401			2696 E. Ciana Ct Bloomington, IN 47401			
09/10/2021	1917937	FR Refunded Via Refunded To:	SHELT_CASPK_ Visa/MasterCard/Discover Karina Jutzi 1406 S Nancy St Bloomington, IN 47401-6052	Lion's Den Shelter on 09/25/2021 at	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Karina Jutzi 1406 S Nancy St Bloomington, IN 47401-6052	61.00	0.00	61.00
09/13/2021	1919561	FR Refunded Via Refunded To:	ROOMS_TLRC_ Visa/MasterCard/Discover Bill Butske Bloomington, IN 47401	TLRC Party Room on 09/18/2021 at	Refund Now Drawer: Cur HH Info:	grabowsm 6 Bill Butske Bloomington, IN 47401	70.00	0.00	70.00
09/13/2021	1919561	FR Refunded Via Refunded To:	Turf_TLRC_Turf Visa/MasterCard/Discover Bill Butske Bloomington, IN 47401	Turf on 09/18/2021 at 4:00pm to 6:0	Refund Now Drawer: Cur HH Info:	grabowsm 6 Bill Butske Bloomington, IN 47401	140.00	0.00	140.00
09/13/2021	1919628	FR Refunded Via Refunded To:	SHELT_CASPK_ Visa/MasterCard/Discover Laura Reynolds 2541 RIDGECLIFF AVE CINCINNATI, OH 45212	Lion's Den Shelter on 10/02/2021 at	Refund Now Drawer: Cur HH Info:	grabowsm 6 Laura Reynolds 2541 RIDGECLIFF AVE CINCINNATI, OH 45212	81.00	0.00	81.00
09/13/2021	1919709	AR Refunded Via Refunded To:	340004_A Visa/MasterCard/Discover Tom Grabowski 1638 Sycamore Ct. Bloomington, IN 47401	Colors of Fall (340004-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Tom Grabowski 1638 Sycamore Ct. Bloomington, IN 47401	5.00	0.00	5.00
09/14/2021	1920166	AR Refunded Via Refunded To:	350302_F Visa/MasterCard/Discover HYUNKANG HUR 3400 SOUTH SARE ROAD BLOOMINGTON, IN 47401	Grade 4 Boys (350302-F)	Refund Now Drawer: Cur HH Info:	grabowsm 6 HYUNKANG HUR 3400 SOUTH SARE ROAD BLOOMINGTON, IN 47401	85.00	0.00	85.00

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Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
09/17/2021	1921823	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Leah Fiegler 8197 N Market Street Stinesville, IN 47464	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Leah Fiegler 8197 N Market Street Stinesville, IN 47464	9.00	0.00	9.00
09/17/2021	1921832	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Lindsay Morehead 2003 S. Ramsey Dr. Bloomington, IN 47401	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Lindsay Morehead 2003 S. Ramsey Dr. Bloomington, IN 47401	8.00	0.00	8.00
09/17/2021	1921832	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Lindsay Morehead 2003 S. Ramsey Dr. Bloomington, IN 47401	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Lindsay Morehead 2003 S. Ramsey Dr. Bloomington, IN 47401	8.00	0.00	8.00
09/17/2021	1921835	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Sarah Owen 507 S. Magnolia Ct Bloomington, IN 47403	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Sarah Owen 507 S. Magnolia Ct Bloomington, IN 47403	9.00	0.00	9.00
09/17/2021	1921835	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Sarah Owen 507 S. Magnolia Ct Bloomington, IN 47403	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Sarah Owen 507 S. Magnolia Ct Bloomington, IN 47403	9.00	0.00	9.00
09/17/2021	1921838	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Mostafa Beshkar 2202 East Cape Cod Drive Bloomington, IN 47401	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Mostafa Beshkar 2202 East Cape Cod Drive Bloomington, IN 47401	8.00	0.00	8.00
09/17/2021	1921838	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Mostafa Beshkar 2202 East Cape Cod Drive Bloomington, IN 47401	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Mostafa Beshkar 2202 East Cape Cod Drive Bloomington, IN 47401	8.00	0.00	8.00

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Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
09/17/2021	1921843	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Paula Tarankow 3209 E. 10th St., Apt. D1 Bloomington, IN 47408	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Paula Tarankow 3209 E. 10th St., Apt. D1 Bloomington, IN 47408	8.00	0.00	8.00
09/17/2021	1921847	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Royce Hurst 5000 S Madison St. Bloomington, IN 47403	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Royce Hurst 5000 S Madison St. Bloomington, IN 47403	8.00	0.00	8.00
09/17/2021	1921848	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Tammy Nichols 3610 E. Tamaron Bloomington, IN 47408	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Tammy Nichols 3610 E. Tamaron Bloomington, IN 47408	8.00	0.00	8.00
09/17/2021	1921849	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Elspeth Mirchandani 730 Franklin Lakes Blvd FRANKLIN, IN 46131	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Elspeth Mirchandani 730 Franklin Lakes Blvd FRANKLIN, IN 46131	9.00	0.00	9.00
09/17/2021	1921849	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Elspeth Mirchandani 730 Franklin Lakes Blvd FRANKLIN, IN 46131	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Elspeth Mirchandani 730 Franklin Lakes Blvd FRANKLIN, IN 46131	9.00	0.00	9.00
09/17/2021	1921849	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Elspeth Mirchandani 730 Franklin Lakes Blvd FRANKLIN, IN 46131	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Elspeth Mirchandani 730 Franklin Lakes Blvd FRANKLIN, IN 46131	9.00	0.00	9.00
09/17/2021	1921849	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Elspeth Mirchandani	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Elspeth Mirchandani	9.00	0.00	9.00

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Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
				730 Franklin Lakes Blvd FRANKLIN, IN 46131		730 Franklin Lakes Blvd FRANKLIN, IN 46131			
09/17/2021	1921850	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover tara sparks 5000 s madison street Bloomington, IN 47403	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	grabowsm 6 tara sparks 5000 s madison street Bloomington, IN 47403	8.00	0.00	8.00
09/17/2021	1921850	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover tara sparks 5000 s madison street Bloomington, IN 47403	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	grabowsm 6 tara sparks 5000 s madison street Bloomington, IN 47403	8.00	0.00	8.00
09/17/2021	1921996	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Meghan Reef 1808 S. Rogers Bloomington, IN 47403	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Meghan Reef 1808 S. Rogers Bloomington, IN 47403	8.00	0.00	8.00
09/17/2021	1921996	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Meghan Reef 1808 S. Rogers Bloomington, IN 47403	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Meghan Reef 1808 S. Rogers Bloomington, IN 47403	8.00	0.00	8.00
09/17/2021	1921996	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Meghan Reef 1808 S. Rogers Bloomington, IN 47403	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Meghan Reef 1808 S. Rogers Bloomington, IN 47403	8.00	0.00	8.00
09/17/2021	1921998	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Theresa Sicinski 162 n park ridge road Bloomington, IN 47408	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Theresa Sicinski 162 n park ridge road Bloomington, IN 47408	8.00	0.00	8.00
09/17/2021	1921998	AR Refunded Via	240002_D Visa/MasterCard/Discover	Night Paddle (240002-D)	Refund Now Drawer:	PHILBECE 4	8.00	0.00	8.00

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Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
		Refunded To:	Theresa Sicinski 162 n park ridge road Bloomington, IN 47408		Cur HH Info:	Theresa Sicinski 162 n park ridge road Bloomington, IN 47408			
09/17/2021	1921998	AR Refunded Via Refunded To:	240002_D Night Paddle (240002-D) Visa/MasterCard/Discover Theresa Sicinski 162 n park ridge road Bloomington, IN 47408		Refund Now Drawer: Cur HH Info:	PHILBECE 4 Theresa Sicinski 162 n park ridge road Bloomington, IN 47408	8.00	0.00	8.00
09/17/2021	1921998	AR Refunded Via Refunded To:	240002_D Night Paddle (240002-D) Visa/MasterCard/Discover Theresa Sicinski 162 n park ridge road Bloomington, IN 47408		Refund Now Drawer: Cur HH Info:	PHILBECE 4 Theresa Sicinski 162 n park ridge road Bloomington, IN 47408	8.00	0.00	8.00
09/17/2021	1922000	AR Refunded Via Refunded To:	240002_E Night Paddle (240002-E) Visa/MasterCard/Discover Brad Brinkman 1442 S. Winfield Rd. Bloomington, IN 47401		Refund Now Drawer: Cur HH Info:	PHILBECE 4 Brad Brinkman 1442 S. Winfield Rd. Bloomington, IN 47401	8.00	0.00	8.00
09/17/2021	1922003	AR Refunded Via Refunded To:	240002_D Night Paddle (240002-D) Visa/MasterCard/Discover Brian Murer 806 N. Keystone Court Bloomington, IN 47408		Refund Now Drawer: Cur HH Info:	PHILBECE 4 Brian Murer 806 N. Keystone Court Bloomington, IN 47408	8.00	0.00	8.00
09/17/2021	1922003	AR Refunded Via Refunded To:	240002_D Night Paddle (240002-D) Visa/MasterCard/Discover Brian Murer 806 N. Keystone Court Bloomington, IN 47408		Refund Now Drawer: Cur HH Info:	PHILBECE 4 Brian Murer 806 N. Keystone Court Bloomington, IN 47408	8.00	0.00	8.00
09/17/2021	1922004	AR Refunded Via Refunded To:	240002_E Night Paddle (240002-E) Visa/MasterCard/Discover Charmaine Mullins-Jaime 4000 S Derby Drive Bloomington, IN 47401		Refund Now Drawer: Cur HH Info:	PHILBECE 4 Charmaine Mullins-Jaime 4000 S Derby Drive Bloomington, IN 47401	9.00	0.00	9.00
09/17/2021	1922004	AR	240002_E Night Paddle (240002-E)		Refund Now	PHILBECE	9.00	0.00	9.00

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Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
		Refunded Via Refunded To:	Visa/MasterCard/Discover Charmaine Mullins-Jaime 4000 S Derby Drive Bloomington, IN 47401		Drawer: Cur HH Info:	4 Charmaine Mullins-Jaime 4000 S Derby Drive Bloomington, IN 47401			
09/17/2021	1922009	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Sarah Booher 2617 E Nora Hill Dr Bloomington, IN 47401	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Sarah Booher 2617 E Nora Hill Dr Bloomington, IN 47401	8.00	0.00	8.00
09/17/2021	1922009	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Sarah Booher 2617 E Nora Hill Dr Bloomington, IN 47401	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Sarah Booher 2617 E Nora Hill Dr Bloomington, IN 47401	8.00	0.00	8.00
09/17/2021	1922009	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Sarah Booher 2617 E Nora Hill Dr Bloomington, IN 47401	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Sarah Booher 2617 E Nora Hill Dr Bloomington, IN 47401	8.00	0.00	8.00
09/17/2021	1922010	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Renee Wuenstel 4140 S Blaikellee Ct Bloomington, IN 47403	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Renee Wuenstel 4140 S Blaikellee Ct Bloomington, IN 47403	9.00	0.00	9.00
09/17/2021	1922010	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Renee Wuenstel 4140 S Blaikellee Ct Bloomington, IN 47403	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Renee Wuenstel 4140 S Blaikellee Ct Bloomington, IN 47403	7.00	0.00	7.00
09/17/2021	1922010	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Renee Wuenstel 4140 S Blaikellee Ct Bloomington, IN 47403	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Renee Wuenstel 4140 S Blaikellee Ct Bloomington, IN 47403	2.00	0.00	2.00

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Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
09/17/2021	1922012	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Inga Zile 1442 S. Winfield Rd. Bloomington, IN 47401	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Inga Zile 1442 S. Winfield Rd. Bloomington, IN 47401	8.00	0.00	8.00
09/17/2021	1922014	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Jackie Hall 4170 E. Timbercrest Dr. Bloomington, IN 47408	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Jackie Hall 4170 E. Timbercrest Dr. Bloomington, IN 47408	9.00	0.00	9.00
09/17/2021	1922017	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Jason Wenning 2202 Fernwood Drive Bloomington, IN 47403	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Jason Wenning 2202 Fernwood Drive Bloomington, IN 47403	8.00	0.00	8.00
09/17/2021	1922019	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover kimberly carson 930 N Smith Road Bloomington, IN 47408	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 kimberly carson 930 N Smith Road Bloomington, IN 47408	8.00	0.00	8.00
09/17/2021	1922020	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Martin Breth 1405 W Woodhill Dr Bloomington, IN 47403	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Martin Breth 1405 W Woodhill Dr Bloomington, IN 47403	8.00	0.00	8.00
09/17/2021	1922020	AR Refunded Via Refunded To:	240002_E Visa/MasterCard/Discover Martin Breth 1405 W Woodhill Dr Bloomington, IN 47403	Night Paddle (240002-E)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Martin Breth 1405 W Woodhill Dr Bloomington, IN 47403	8.00	0.00	8.00
09/20/2021	1923942	FR Refunded Via Refunded To:	SHELT_WINSP_ Visa/MasterCard/Discover Ellen Barker	Winslow Woods Shelter on 10/03/202	Refund Now Drawer: Cur HH Info:	HALTI 3 Ellen Barker	71.00	0.00	71.00

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Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
				2909 S Sare Rd #5 Bloomington, IN 47401		2909 S Sare Rd #5 Bloomington, IN 47401			
09/20/2021	1923957	AR Refunded Via Refunded To:	240002_D Visa/MasterCard/Discover Lindsay Joy-Wenning 2202 S Fernwood Drive Bloomington, IN 47403	Night Paddle (240002-D)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Lindsay Joy-Wenning 2202 S Fernwood Drive Bloomington, IN 47403	8.00	0.00	8.00
09/21/2021	1924504	AR Refunded Via Refunded To:	325001_A Visa/MasterCard/Discover Hannah Keeler 5348 N Monica Court Bloomington, IN 47404	Parent & Tot (325001-A)	Refund Now Drawer: Cur HH Info:	MCGLOTHB 5 Hannah Keeler 5348 N Monica Court Bloomington, IN 47404	80.00	0.00	80.00
09/21/2021	1924504	AR Refunded Via Refunded To:	325001_A Visa/MasterCard/Discover Hannah Keeler 5348 N Monica Court Bloomington, IN 47404	Parent & Tot (325001-A)	Refund Now Drawer: Cur HH Info:	MCGLOTHB 5 Hannah Keeler 5348 N Monica Court Bloomington, IN 47404	10.00	0.00	10.00
09/21/2021	1924514	FR Refunded Via Refunded To:	SHELT_CASPK_ Visa/MasterCard/Discover Jan Nowling 2014 W Arbor Ridge Way Bloomington, IN 47403	Sycamore Shelter on 10/30/2021 at	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Jan Nowling 2014 W Arbor Ridge Way Bloomington, IN 47403	91.00	0.00	91.00
09/22/2021	1924991	AR Refunded Via Refunded To:	350001_B Visa/MasterCard/Discover Jared Swormstedt 2200 West Sudbury Drive Bloomington, IN 47403	6v6 Divison II-- Competitive Recreati	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jared Swormstedt 2200 West Sudbury Drive Bloomington, IN 47403	150.00	0.00	150.00
09/22/2021	1924994	AR Refunded Via Refunded To:	350001_B Visa/MasterCard/Discover Kyle Newnum 1681 W Hennessey St Bloomington, IN 47403	6v6 Divison II-- Competitive Recreati	Refund Now Drawer: Cur HH Info:	grabowsm 6 Kyle Newnum 1681 W Hennessey St Bloomington, IN 47403	150.00	0.00	150.00

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Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
09/22/2021	1924995	AR Refunded Via Refunded To:	350001_B Visa/MasterCard/Discover Lindsay Brown 5725 S. Fairfax Rd. Bloomington, IN 47401	6v6 Divison II-- Competitive Recreati	Refund Now Drawer: Cur HH Info:	grabowsm 6 Lindsay Brown 5725 S. Fairfax Rd. Bloomington, IN 47401	150.00	0.00	150.00
09/22/2021	1924998	AR Refunded Via Refunded To:	350001_A Visa/MasterCard/Discover Kelsi Dahms 2780 S Walnut Street Pike Bloomington, IN 47401	6v6 Divison I--Competitive (350001-A	Refund Now Drawer: Cur HH Info:	grabowsm 6 Kelsi Dahms 2780 S Walnut Street Pike Bloomington, IN 47401	150.00	0.00	150.00
09/23/2021	1925353	FR Refunded Via Refunded To:	SHELT_BRYPK_ Visa/MasterCard/Discover Julia Lawson 703 S. Fess Ave. Bloomington, IN 47401	Bryan Woodlawn on 10/09/2021 at 6:	Refund Now Drawer: Cur HH Info:	grabowsm 6 Julia Lawson 703 S. Fess Ave. Bloomington, IN 47401	81.00	0.00	81.00
09/23/2021	1925357	AR Refunded Via Refunded To:	245004_S Visa/MasterCard/Discover Mairead Willis 2170 Kestral Blvd West Lafayette, IN 47906	Adult Sailing Small Boat (245004-S)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Mairead Willis 2170 Kestral Blvd West Lafayette, IN 47906	298.00	0.00	298.00
09/27/2021	1927319	AR Refunded Via Refunded To:	350302_C Visa/MasterCard/Discover Darian Miskewycz 2400 E. Cedarwood Cir Bloomington, IN 47401	Grade 2 (350302-C)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Darian Miskewycz 2400 E. Cedarwood Cir Bloomington, IN 47401	85.00	0.00	85.00
09/27/2021	1927364	AR Refunded Via Refunded To:	350302_H Visa/MasterCard/Discover Kristin Varella 5616 E Kings RD Bloomington, IN 47408	Grade 6 Boys (350302-H)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Kristin Varella 5616 E Kings RD Bloomington, IN 47408	85.00	0.00	85.00
09/27/2021	1927447	FR Refunded Via	SHELT_SWCHY Visa/MasterCard/Discover	Switchyard Park Shelter on 10/30/20	Refund Now Drawer:	MCGLOTHB 5	90.00	0.00	90.00

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Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
		Refunded To:	Rise Autism 432 W Tamera Ln Ellettsville, IN 47429		Cur HH Info:	Cynthia Navarro 432 W Tamera Ln Ellettsville, IN 47429			
09/27/2021	1927550	AR Refunded Via Refunded To:	340003_A Visa/MasterCard/Discover Daniela Amendola 668 Ridge Crest Ct Bloomington, IN 47401	Wild Edible, Medicinal, Poisonous, an	Refund Now Drawer: Cur HH Info:	grabowsm 6 Daniela Amendola 668 Ridge Crest Ct Bloomington, IN 47401	5.00	0.00	5.00
09/27/2021	1927550	AR Refunded Via Refunded To:	340006_A Visa/MasterCard/Discover Daniela Amendola 668 Ridge Crest Ct Bloomington, IN 47401	Rekindle the Ancient Fire (340006-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Daniela Amendola 668 Ridge Crest Ct Bloomington, IN 47401	8.00	0.00	8.00
09/27/2021	1927550	AR Refunded Via Refunded To:	340011_A Visa/MasterCard/Discover Daniela Amendola 668 Ridge Crest Ct Bloomington, IN 47401	Natural Rope and Plant Cordage (34	Refund Now Drawer: Cur HH Info:	grabowsm 6 Daniela Amendola 668 Ridge Crest Ct Bloomington, IN 47401	5.00	0.00	5.00
09/27/2021	1927550	AR Refunded Via Refunded To:	340002_A Visa/MasterCard/Discover Daniela Amendola 668 Ridge Crest Ct Bloomington, IN 47401	Tree ID for Beginners (340002-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Daniela Amendola 668 Ridge Crest Ct Bloomington, IN 47401	5.00	0.00	5.00
09/29/2021	1928739	FR Refunded Via Refunded To:	SHELT_SWCHY Visa/MasterCard/Discover Wayne Shepherd 4848 S Woodbine Bloomington, IN 47403	Switchyard Park Shelter on 10/21/20	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Wayne Shepherd 4848 S Woodbine Bloomington, IN 47403	75.00	0.00	75.00
09/29/2021	1928749	AR Refunded Via Refunded To:	325005_D Visa/MasterCard/Discover Kyubeen Oh 3115 S Sare Rd Bloomington, IN 47401	The Skating School - Level 1 (325005	Refund Now Drawer: Cur HH Info:	grabowsm 6 Kyubeen Oh 3115 S Sare Rd Bloomington, IN 47401	80.00	0.00	80.00
09/29/2021	1928749	AR	325005_E	The Skating School - Level 1 (325005	Refund Now	grabowsm	80.00	0.00	80.00

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
		Refunded Via Refunded To:	Visa/MasterCard/Discover Kyubeen Oh 3115 S Sare Rd Bloomington, IN 47401		Drawer: Cur HH Info:	6 Kyubeen Oh 3115 S Sare Rd Bloomington, IN 47401			
09/30/2021	1929108	AR Refunded Via Refunded To:	325007_E Visa/MasterCard/Discover Ekaterina Anferova 2627 S Paiges Way Bloomington, IN 47401	The Skating School - Level 3 (325007	Refund Now Drawer: Cur HH Info:	grabowsm 6 Ekaterina Anferova 2627 S Paiges Way Bloomington, IN 47401	80.00	0.00	80.00
09/30/2021	1929108	AR Refunded Via Refunded To:	325010_D Visa/MasterCard/Discover Ekaterina Anferova 2627 S Paiges Way Bloomington, IN 47401	The Skating School - Level 6 (325010	Refund Now Drawer: Cur HH Info:	grabowsm 6 Ekaterina Anferova 2627 S Paiges Way Bloomington, IN 47401	80.00	0.00	80.00
09/30/2021	1929108	AR Refunded Via Refunded To:	325002_E Visa/MasterCard/Discover Ekaterina Anferova 2627 S Paiges Way Bloomington, IN 47401	The Skating School Tot 1 (325002-E)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Ekaterina Anferova 2627 S Paiges Way Bloomington, IN 47401	80.00	0.00	80.00

Report Summary Totals

Total Refund Records:	77
Total Fees Refunded:	3,609.00
Total Tax Refunded:	0.00
Total Amount Refunded:	3,609.00

RecTrac
Refund Detail Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

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

REPORT SPECIFIC CRITERIA

Refund Type:	Refund Now
Begin Activity Section:	
Begin League:	
Begin Refund Date:	09/01/2021 - Actual Date 09/01/2021
Begin Pass:	
Begin Trip:	
Begin Rental Item Code:	
Begin Service Item:	
Begin Inventory Item:	
Begin Locker:	
Begin Ticket:	
Begin Facility:	
End Service Item:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
End Ticket:	<u>ZZZZZZZZ</u>
End Refund Date:	09/30/2021 - Actual Date 09/30/2021
End Locker:	<u>ZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Trip:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	7

Bloomington Parks and Recreation Surplus Declaration Form

Oct-21

Oct-21

[illegible]



STAFF REPORT

Agenda Item: A-7
Date: 10/14/21

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Program Manager
DATE: **October 19, 2021**
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH
BLOOMINGTON BLADES YOUTH HOCKEY ASSOCIATION**

Recommendation

Staff recommend approval of this contract. Projected revenue is billed monthly. Total amount of revenue is approximately \$26,000.

Background

The Bloomington Blades Youth Hockey Association's travel program is designed for the more serious hockey player between the ages of 7 and 12 years old. The association schedules approximately 80 hours of practice time a season at the arena and will play a minimum of 26 home games. They also play away games. The program is open to all Blades/ House players.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Dee Tuttle". The signature is fluid and cursive, with the first name "Dee" and last name "Tuttle" clearly distinguishable.

Dee Tuttle
Sports Facility/Program Manager

CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

COOPERATIVE SERVICE AGREEMENT and RENTAL AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this 19th day of October, 2021 by and between the Bloomington Parks and Recreation Department (“BPRD”) and Bloomington Blades Youth Hockey Association (“BBYHA”).

WHEREAS, there is an apparent need for a competitive youth hockey program in Bloomington; and

WHEREAS, BPRD, who will be renting out space, and BBYHA, who will provide programming, desire to cooperate in the provision of a competitive youth hockey program; and

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide a competitive youth hockey program for the Bloomington community by combining available resources from each partner to the Agreement.

2.0 Duration of Agreement:

The duration of this Agreement is from October 19, 2021 through March 1, 2022, unless terminated by the BPRD for failure of BBYHA to comply with the terms of this Agreement.

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a diverse competitive youth hockey program, not otherwise available, which will be designed to develop skills and provide competition.

3.2 BPRD agrees to:

3.2.1. Allow BBYHA to schedule access to the ice at the Frank Southern Ice Center (“Center”) on specified dates and times set at the beginning of the season.

3.2.2. Provide ice management, including grooming, resurfacing and edging. Zamboni runs are inclusive to ice time rental charges when done inside blocks of rental time.

- 3.2.3. Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas at the Center.
- 3.2.4. Provide arena and parking lot lighting, including the cost of maintenance and operating of the Center's lighting systems, parking lots and buildings.
- 3.2.5. Provide game equipment, including use and maintenance of the scoreboard and the public announcement system.
- 3.2.6. Provide an Information Hotline for Center closure, rescheduling and upcoming events. The Hotline phone number shall be (812) 349-3741.
- 3.2.7. Provide a Facility Supervisor to open and close the Center and to assist with Center-related matters.
- 3.2.8. Provide maintenance staff to maintain and prepare the Center on daily bases. Provide additional support staff as needed to repair facility amenities, and other tasks and services.
- 3.2.9. Provide a Facility Manager to act as a liaison, consultant and contact person between BPRD and BBYHA.
- 3.2.10. Provide program publicity by publishing information provided by BBYHA in the seasonal program newsletter.
- 3.2.11. Provide twenty-four hour turn around response to citizens' concerns.
- 3.2.12. Require at least one (1) coach of each house team to earn a coaching certification. USA Hockey certification and/or NYSCA certification are acceptable certifications.
- 3.2.13. Meet with BBYHA board members or officers to ensure delivery of quality service as needed.
- 3.2.14. Review this Agreement annually.

4.0 Bloomington Blades Youth Hockey Association (BBYHA):

- 4.1 The goals of BBYHA are to (1) offer a competitive travel youth hockey program not otherwise available, (2) introduce the association to the public, (3) increase BBYHA membership and (4) provide programming for children of BBYHA members.
- 4.2 BBYHA agrees to:
 - 4.2.1. Allow a BPRD representative to serve as a consultant at BBYHA board meetings.

- 4.2.2. Honor scheduled ice rental time that is negotiated and agreed upon at the beginning of the season. Cancellation of ice time must be 14 days in advance for a no charge cancellation.
- 4.2.4. Collect and pay monthly ice rental time fees as specified at the following rate: \$230 per hour. Pay the agreed amount of charges within thirty (30) days of billing by BPRD. Failure to pay rental fees by the date specified will result in a late charge of 10% for each portion late. Additionally, late payments will be considered a breach of this Agreement with possible scheduled ice time sold to other groups. Bills shall not be sent more frequently than once per month.
- 4.2.5. List BPRD on all publicity and promotional materials developed by BYHA as a "partner" or "in partnership with." A copy of any promotional materials shall be submitted to BPRD for duplication. BBYHA agrees to distribute promotional pieces.
- 4.2.6. Have at least one (1) coach of each team complete the USA Hockey or National Youth Sports Coaches Association certification program.
- 4.2.7. Develop clear coaching guidelines for all levels and all types of play.
- 4.2.8. Manage and administer rental equipment to participants who want to pay for such services.
- 4.3 Any citizen concerns, reports or problems regarding the Center, improvements to the facility, services provided by staff or other issues shall be referred to BPRD on the designated form within twenty-four (24) hours of observation. The designated form will be provided to BBYHA at the beginning of the season.

5.0 Terms Mutually Agreed to By All Partners To This Agreement:

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPRD and BBYHA.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.3 BBYHA will provide BPRD with a certificate of insurance naming BPRD as an additional insured. BBYHA's insurance policy will provide coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.
- 5.4 The commitment of personnel, facilities, supplies, materials and payments will be honored according to the timetable agreed upon by all partners. Said timetable will be established at the beginning of the season.
- 5.5 BBYHA is recognized as having the experience necessary to run the hockey program safely and effectively. BPRD shall have the right to review risk management, agreement

terms, coaching, player behavior and service quality issues. All participants at the Center are subject to behavioral guidelines as outlined in BPRD Administration Policy 2050 and Program Policy 11080. Disruptive behavior may be reviewed by BPRD personnel adhering to these aforementioned policies.

- 5.6 BBYHA shall be allowed to exclusively deal with curriculum, learning objectives, teaching techniques, league play and travel play.
- 5.7 The location of the program shall be provided for the above specified rental fees by the BPRD at the Center.
- 5.8 Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and BBYHA shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BBYHA is not required to continue this verification if the E-Verify program no longer exists. BBYHA shall sign an affidavit affirming that it does not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.
- 5.9 The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- 5.10 Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement as Exhibit B.
- 5.11 The BBYHA, the City of Bloomington and its Parks and Recreation Department do hereby mutually agree to release, indemnify and hold harmless each other, and their employees, officers and agents from any and all claims or causes of action that may arise from their reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims of personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party, even if arising from the negligence of releasees. Each party shall agree to accept the full responsibility for its own negligence and actions.
- 5.12 BPRD and BBYHA agree that House Hockey is operated solely by the BPRD, and is in no way affiliated with or operated by the BBYHA, and that all contributions to or participation in House Hockey by any officers, members, coaches or volunteers of the BBYHA are purely on a individual and volunteer basis.

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

6.0 Notice and Agreement Representatives:

- 6.1 Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the following contacts:

BBYHA	BPRD
Nick Kuypers, President	Dee Tuttle
	812-349-3762

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

BBYHA	BPRD
Nick Kuypers, President	Dee Tuttle
	812-349-3762

Signed and Agreed to this 19th day of October, 2021.

CITY OF BLOOMINGTON:

Philippa Guthrie, Corporation Counsel
City of Bloomington

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Parks Commissioners

Nick Kuypers, BBYHA President

EXHIBIT A

STATE OF INDIANA)
)
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the _____ of Bloomington Blades Youth Hockey Association
2. Bloomington Blades Youth Hockey Association has contracted with the City of Bloomington to provide services;
3. Bloomington Blades Youth Hockey Association is enrolled in and participates in the State of Indiana E-Verify program.
4. The undersigned is authorized by Bloomington Blades Youth Hockey Association, to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, Bloomington Blades Youth Hockey Association, does not knowingly employ an “unauthorized alien,” as defined at 8 U.S.C. §1324a. (h)(3), and participates in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

Signature

Date

Nick Kuypers , President, Bloomington Blades Youth Hockey Association

STATE OF INDIANA)
)
COUNTY OF MONROE)

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

Notary Public

Printed name

Residing in _____ County

My Commission Expires: _____



STAFF REPORT

Agenda Item: A-8
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Program Manager
DATE: October 19, 2021
SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH
BLOOMINGTON BLADES HIGH SCHOOL HOCKEY PROGRAM

Recommendation

Staff recommend approval of this contract. Projected revenue is billed monthly. Total amount of revenue is approximately \$30,000.

Background

The Bloomington Blades High School Hockey program competes against other team's around the state. They practice four days a week for twenty weeks at the FSC. They also will play a minimum of 16 home games. Membership is open to all Bloomington community players and surrounding areas.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Dee Tuttle". The signature is fluid and cursive, with the first name "Dee" and last name "Tuttle" clearly distinguishable.

Dee Tuttle
Sports Facility/Program Manager

CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

COOPERATIVE SERVICE and RENTAL AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this 19th day of October, 2021 by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Bloomington Blades High School Hockey (“BBHSH”).

WHEREAS, there is an apparent need for high school hockey in Bloomington; and

WHEREAS, BPRD, who will be renting out space, and BBHSH, who will provide programming, desire to cooperate in the provision of a high school hockey program; and

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide an effective high school hockey program for the Bloomington community by combining available resources from each partner to the Agreement.

2.0 Duration of Agreement:

This Agreement will be in effect from October 19, 2021 through March 1, 2022, unless terminated by the BPRD for failure of BBHSH to comply with the terms of this Agreement.

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a diverse high school hockey program, not otherwise available, which will be designed to develop skills and provide competition.

3.2 BPRD agrees to:

3.2.1. Allow BBHSH to schedule access to the ice at the Frank Southern Ice Center (“Center”) on specified dates and times set at the beginning of the season.

- 3.2.2. Provide ice management, including grooming, resurfacing and edging. Ice resurface runs are inclusive to ice time rental charges when done inside blocks of rental time.
- 3.2.3 Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas at the Center.
- 3.2.4. Provide arena and parking lot lighting, including the cost of maintenance and operations of the Center's lighting systems for arena, parking lots and buildings.
- 3.2.5. Provide game equipment, including use and maintenance of the scoreboard and the public announcement system.
- 3.2.6. Provide an Information Hotline for Center closure, rescheduling and upcoming events. The Hotline phone number shall be (812) 349-3741.
- 3.2.7. Provide a Facility Supervisor to open and close the arena and to assist with arena related matters.
- 3.2.8 Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis. Provide additional maintenance support staff as needed to perform other repairs, tasks, and services.
- 3.2.9. Provide a Facility Manager to act as a liaison, consultant and contact person between BBHSH and BPRD.
- 3.2.10. Provide program publicity by publishing information provided by BBHSH in the seasonal program newsletter.
- 3.2.11. Twenty-Four hour turn around response to citizens' concerns.

4.0 Bloomington Blades High School Hockey:

- 4.1 The goals of BBHSH are to (1) offer a high school hockey program not otherwise available, (2) introduce the association to the public, (3) increase participation in BBHSH and (4) be a competitive organization in high school hockey.
- 4.2 BBHSH agrees to:
 - 4.2.1. Allow a BPRD representative to serve as a consultant at BBHSH board meetings.
 - 4.2.2. Honor scheduled ice time that is negotiated and agreed upon at the beginning of the season. Cancellation of ice time must be 14 days in advance for a no charge cancellation.

- 4.2.3 At least one coach must have a current USA Hockey certification.
- 4.2.4 Collect and pay monthly ice rental time fees as specified at the following rate: \$230 per hour. Pay the agreed amount of charges within thirty (30) days of billing by BPRD. Failure to pay rental fees by the date specified will result in a late charge of 10% for each portion late. Additionally, late payments will be considered a breach of this Agreement with possible scheduled ice time sold to other groups. Bills shall not be sent more frequently than once per month.
- 4.2.5. List BPRD on all publicity and promotional materials developed by BBHSH as a "partner" or "in partnership with." A copy of any promotional materials shall be submitted to BPRD for duplication. BBHSH agrees to distribute promotional pieces.
- 4.3.1 Any citizen concerns, reports or problems regarding the Center, improvements to the facility, services provided by staff or other issues shall be referred to BPRD on the designated form within twenty-four (24) hours of observation. The designated form will be provided to BBHSH at the beginning of the season.

5.0 Terms Mutually Agreed to By All Partners To This Agreement:

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPRD and BBHSH.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.3 BBHSH will provide BPRD with a certificate of insurance naming BPRD as an additional insured. BBHSH' insurance policy will provide coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.
- 5.4 The commitment of personnel, facilities, supplies and materials and payments will be honored according to the timetable agreed upon by both partners. This timetable will be established at the beginning of the season.
- 5.5 BBHSH is recognized as having the experience necessary to run the hockey program safely and effectively. BPRD shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues. All participants at the Center are subject to behavioral guidelines as outlined in Parks Administration Policy 2050 and Program Policy 11080.

Disruptive behavior may be reviewed by BPRD personnel adhering to these aforementioned policies.

- 5.6 BBHSH shall be allowed to exclusively deal with curriculum, learning objectives, teaching techniques, league play and travel play.
- 5.7 The location of the program shall be provided for the above specified rental fees by BPRD at the Center.
- 5.8 Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and BBHSH shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BBHSH is not required to continue this verification if the E-Verify program no longer exists. BBHSH shall sign an affidavit affirming that it does not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.
- 5.9 The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- 5.10 Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement as Exhibit B.
- 5.11 BBHSH, the City of Bloomington and its Parks and Recreation Department do hereby mutually agree to release, indemnify and hold harmless each other, and their employees, officers and agents from any and all claims or causes of action that may arise from their reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims of personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party, even if arising from the negligence of releasees. Each party shall agree to accept the full responsibility for its own negligence and actions.
- 5.12 The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the

event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify [Contractor/Partner/Agency] of any such termination and the reasons therefore in writing.

6.0 Notice and Agreement Representatives:

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

BBHSH	Parks & Recreation
John Hill	Dee Tuttle
906-370-5214	812-349-3762

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

BBHSH	Parks & Recreation
John Hill	Dee Tuttle
906-370-5214	812-349-3762

Signed and Agreed to this 19th day of October, 2021.

CITY OF BLOOMINGTON:

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Parks Commissioners

Philippa Guthrie, Corporation Counsel
City of Bloomington

John Hill
Bloomington Blades High School Hockey

EXHIBIT A:

STATE OF INDIANA)

COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the _____ of Bloomington Blades High School Hockey
2. Bloomington Blades High School Hockey has contracted with the City of Bloomington to provide services;
3. Bloomington Blades High School Hockey is enrolled in and participates in the State of Indiana E-Verify program.
4. The undersigned is authorized by Bloomington Blades High School Hockey, to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, Bloomington Blades High School Hockey, does not knowingly employ an "unauthorized alien," as defined at 8 U.S.C. §1324a. (h)(3), and participates in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

Signature

Date

John Hill, Bloomington Blades High School Hockey President

STATE OF INDIANA)

COUNTY OF MONROE)

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

Notary Public

Printed name

Residing in _____ County

My Commission Expires: _____



STAFF REPORT

Agenda Item: A-9
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Program Manager
DATE: **October 19, 2021**
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH
BLOOMINGTON FIGURE SKATING CLUB**

Recommendation

Staff recommend approval of this contract. Projected revenue is billed monthly. Total amount of revenue is approximately \$15,000.

Background

The Bloomington Figure Skating Club provides opportunities for the Bloomington community to participate in a diverse figure skating program for individuals interested in improving his/ her skills in the sport. It also provides development of figure skaters beyond the initial levels of figure skating taught in classes by BPRD.

The Bloomington Figure skating Club promotes the growth of figure skating as a healthy, beneficial and excellent recreational activity for youth of the Bloomington Community.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Dee Tuttle". The signature is fluid and cursive, with the first name "Dee" being more prominent than the last name "Tuttle".

Dee Tuttle
Sports Program/Facility Manager

CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

COOPERATIVE SERVICE and RENTAL AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this 19th day of October, 2021 by and between the Bloomington Parks and Recreation Department (“BPRD”) and the Bloomington Figure Skating Club (“BFSC”).

WHEREAS, there is an apparent need for a figure skating program in Bloomington; and

WHEREAS, BPRD, who will be renting out space, and BFSC, who will provide programming, desire to cooperate in the provision of a figure skating program for the general public; and

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

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide an affordable and effective figure skating club for the Bloomington community by combining available resources from each partner to the Agreement.

2.0 Duration of Agreement:

This Agreement is in effect from October 19, 2021 to March 10, 2022, unless terminated by the BPRD for failure of BFSC to comply with the terms of this Agreement.

3.0 Bloomington Parks and Recreation:

3.1 The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a diverse figure skating program, not otherwise available, designed to introduce beginner participants to the sport, as well as for skill advancement.

3.2 BPRD agrees to:

3.2.1 Allow BFSC to schedule access to the ice at the Frank Southern Ice Center

(“Center”) on specified dates and times set at the beginning of the season.

- 3.2.2 Provide ice management, including grooming, resurfacing and edging. Ice resurface runs are inclusive to ice time rental charges when done inside blocks of rental time.
- 3.2.3 Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas at the Center.
- 3.2.4 Provide arena and parking lot lighting, including the cost of maintenance and operations of the Center’s lighting systems for arena, parking lots and buildings.
- 3.2.5 Provide and maintain reasonable necessary equipment, including a public address and music sound system.
- 3.2.6 Provide an information Hotline for arena closure or reschedule and BFSC information. The Hotline phone number shall be (812) 349-3741.
- 3.2.7 Provide a Facility Supervisor to open and close the Center and to assist with Center-related matters.
- 3.2.8 Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis. Provide additional maintenance support staff as needed to perform other repairs, tasks, and services.
- 3.2.9 Provide a Facility Manager to act as a liaison, consultant and contact person between BFSC and BPRD.
- 3.2.10 Provide BPRD classes for the public, including learning to skate at various levels. BPRD classes shall be taught by BPRD instructors under the supervision and coordination of the Skating School Director.
- 3.2.11 Communicate with and ask for input from the BFSC head coach on all matters relating to the figure skating club. In addition, make good faith efforts in networking/connecting Skating School and BFSC.
- 3.2.12 Maintain a membership in good standing with the Ice Skating Institute (“ISI”) and provide copies of all communication from ISI to BFSC.
- 3.2.13 Provide two (2) hours of ice time at no charge for a Holiday Ice Show to encourage the public to participate in figure skating, to provide a showcase for members of BFSC to exhibit their skills and improvements, and to

raise funds for BFSC.

3.2.14 Provide BFSC with input when searching for/screening/hiring/evaluating a BFSC Club Professional.

3.2.15 Provide program publicity by publishing information provided by the BFSC in the BPRD seasonal program newsletter.

3.2.16 Twenty-Four hour turn around response to citizens' concerns.

3.2.17 Provide space for the BFSC's bulletin board and trophies in the trophy case.

4.0 BFSC:

4.1 The goals of BFSC are to offer a figure skating program not otherwise available, introduce its association to the public and provide programming for BFSC members.

4.2 BFSC agrees to:

4.2.1 Allow a BPRD representative to serve as consultant at BFSC board meetings.

4.2.2 Allow only qualified individuals to participate in coaching at BFSC.

4.2.3 Collect and pay monthly ice rental time fees as specified at the following rate: \$230 per hour. Pay the agreed amount of charges for ice rental time within thirty (30) days of billing by BPRD. Failure to pay rental fees by the date specified will result in a late charge of 10% for each portion late. Additionally, late rental payments will be considered a breach of this Agreement with possible scheduled ice time sold to other groups. The rates are as follows: \$230 per hour Prime Time, \$220 per hour Non-Prime Time. Bills shall not be sent more frequently than once a month.

4.2.4 List BPRD on all publicity and promotional materials developed by BFSC as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to BPRD for duplication. BFSC agrees to distribute promotional pieces.

4.2.5 Publish a directory with clear information on parental roles and skater behavior codes.

4.2.6 Provide a figure skating club to allow development of figure skaters beyond the initial levels of figure skating taught in classes by BPRD.

4.2.7 Provide a production/group skating program and coach for BFSC

skaters.

4.2.8 Promote the growth of figure skating as a healthy, beneficial and excellent recreational program for youth of the Bloomington community.

4.2.9 Produce and direct the Holiday Ice Show.

4.2.10 Honor scheduled ice rental time that is negotiated and agreed upon at the beginning of the season. Cancellation of ice time must be 14 days in advance for a no charge cancellation.

4.2.11 Provide BPRD with a certificate of insurance naming BPRD as an additional insured. BFSC's insurance policy will provide coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.

4.3 Any citizen concerns, reports or problems regarding the Center, improvements to the facility, services provided by staff or other issues will be referred to BPRD on the designated form within twenty-four (24) hours of observation.

5.0 Terms Mutually Agreed on by all Partners:

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

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

5.3 BFSC is recognized as having the experience to operate the figure skating club program.

5.4 BPRD shall have the right to review risk management, coaching, skater behavior and service quality issues. All participants at BFSC are subject to behavioral guidelines as outlined in BPRD Administrative Policy 2050 and Program Policy 11080. Disruptive behavior may be reviewed by BPRD personnel following these policies.

5.5 BFSC shall be allowed to exclusively deal with curriculum, learning objectives, teaching techniques and skating activities of BFSC activities.

5.6 BPRD shall be provided copies of all BFSC documents, curriculum, learning objectives, teaching techniques and skating activities when requested.

- 5.7 Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and BFSC shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BFSC is not required to continue this verification if the E-Verify program no longer exists. BFSC shall sign an affidavit affirming that it does not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.
- 5.8 The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- 5.9 Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to the Agreement as Exhibit B.
- 5.10 BFSC, the City of Bloomington and its Parks and Recreation Department do hereby mutually agree to release, indemnify and hold harmless each other, and their employees, officers and agents from any and all claims or causes of action that may arise from their reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims of personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party, even if arising from the negligence of releasees. Each party shall agree to accept the full responsibility for its own negligence and actions.
- 5.11 The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under

the Agreement. Parks shall notify [Contractor/Partner/Agency] of any such termination and the reasons therefore in writing.

6.0 Notice and Agreement Representatives:

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

BFSC
Abby Gray
(812) 369-0990

BPRD
Dee Tuttle
(812) 349-3762

6.2 Agreement representative for the day-to-day operations and implementations of this Agreement shall be:

BFSC
Abby Gray
(812) 369-0990

BPRD
Dee Tuttle
(812) 349-3762

Signed and agreed this 19th day of October, 2021.

CITY OF BLOOMINGTON:

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Parks Commissioners

Philippa Guthrie, Corporation Counsel
City of Bloomington

Abby Gray, BFSC President
Bloomington Figure Skating Club

EXHIBIT A

STATE OF INDIANA)
)
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the _____ of Bloomington Figure Skating Club
2. Bloomington Figure Skating Club has contracted with the City of Bloomington to provide services;
3. Bloomington Figure Skating Club is enrolled in and participates in the State of Indiana E-Verify program.
4. The undersigned is authorized by Bloomington Figure Skating Club, to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, Bloomington Figure Skating Club, does not knowingly employ an “unauthorized alien,” as defined at 8 U.S.C. §1324a. (h)(3), and participates in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

Signature

Date

Abby Gray, Bloomington Figure Skating Club President

STATE OF INDIANA)
)
COUNTY OF MONROE)

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

Notary Public

Printed name

Residing in _____ County

My Commission Expires: _____



STAFF REPORT

Agenda Item: A-10
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: October 19, 2021
SUBJECT: Contract with Otto's Parking Marking for Cascades Lot Striping

Recommendation

Staff recommends approval of a contract with Otto's Parking Marking for parking lot striping at the Lower Cascades south playground lot.

The total amount of the contract is not to exceed \$2,094 and will be paid from the Bicentennial Bond Series B: 980-18-18018B – 54510. Project: 980 2020B.

Background

As part of the Cascades Trail Phase 5 and road reopening, we are contracting with Otto's Parking Marking to stripe new accessible and 15-minute loading parking spots in the south parking lot at the Cascades playground. This is to address the loss of parking at the gravel lot across the spillway and to ensure there are accessible and loading spots in close proximity to the playground, the waterfall shelter, and the soon-to-be-completed boardwalk trail to the waterfall.

RESPECTFULLY SUBMITTED,

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

Tim Street, Operations and Development Division Director

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
OTTO-MEYER, INC. (DBA OTTO'S PARKING MARKING)
FOR
LOWER CASCADES PARKING LOT STRIPING**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Otto-Meyer Inc., dba Otto's Parking Marking. ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to have a parking lot in the Lower Cascade Park striped for accessible and loading spots; and

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

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

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

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

Article 1. Scope of Services

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed two thousand ninety four dollars (\$2,094). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
Operations and Development Division Director, Parks and Recreation
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Otto's Parking Marking
Attn: Tim Street	Tyler Auble
401 N. Morton, Suite 250	2449 E Main St.
Bloomington, Indiana 47402	Greenwood, IN 46143

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

OTTO'S PARKING MARKING

Philippa M. Guthrie, Corporation Counsel

Tyler Auble

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:



Otto's Parking Marking
 2449 E. Main St.
 Greenwood, IN 46143
 Phone: 317-882-8933 • Fax: 317-888-7628
<https://www.ottospm.com>

Proposal

Date:	Proposal #:
09/14/2021	397635

Estimator: Tyler Auble
 Direct Phone & Fax: 317-534-4577
 Email: tauble@ottospm.com

PROPOSAL SUBMITTED TO	WORK TO BE PERFORMED AT
City of Bloomington Parks and Recreation 401 North Morton Suite 250 o. 812-349-3742 Bloomington, IN 47402 d. 812-327-2739 Tim Street	Lower Cascades Park 2851 N Old State Road 37 Bloomington, IN 47404

WE HEREBY PROPOSE TO FURNISH MATERIALS AND LABOR FOR THE COMPLETION OF:

Small Playground Lot	
Restripe on concrete pavers: 1 space, 1 handicap symbol, 1 crosshatch	Inc.
One Coat / Oil-Based Traffic Paint / Blue	
Layout and stripe on concrete pavers: 6 spaces (2 white), 4 handicap symbols, 2 crosshatch	\$500.00
Two Coats / Oil-Based Traffic Paint / Blue	
<i>*Pricing based on 1 trip to the job site. Additional trips at no fault of Otto's will be billed at \$300.00 each.</i>	
Produce and install: 4 "Reserved Parking" handicap signs (R7-8, 12"x18", EGP) and 2 custom "15 MINUTE PARKING" signs (Black text on white, 12" x 18", EGP) on 6 posts (12', 2", square, pre-punched, galv. steel), set in 2.25" dia sleeves, driven in landscape	\$1,594.00
<i>*Pricing based on 1 trip to the job site. Additional trips at no fault of Otto's will be billed at \$300.00 each.</i>	
<i>*Sign and/or bollard pricing includes locating public utilities via Indiana 811 prior to installation and requires a minimum of 3 business days for completion. Pricing does NOT include locating private utilities or irrigation lines and are the responsibility of the customer. Otto's is not responsible for any damage to private utilities or irrigation lines not located by the customer.</i>	

**See next page for Terms & Conditions and Acceptance of Proposal*

TOTAL: \$2,094.00

Lower Cascades Park - Small Playground Lot

(striping)



● = Restripe

● - Blue

● - white

EXHIBIT B

“Project Schedule”

All work, including reporting, must be complete by December 31, 2021.

[illegible]

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__.

Otto's Parking Marking

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: A-11
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Jess Klein
DATE: October 19, 2021
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP WITH INDIANA
UNIVERSITY WHEELCHAIR BASKETBALL CLUB**

Recommendation

Staff recommends approval of the 2021 partnership agreement with Indiana University Wheelchair Basketball Club.

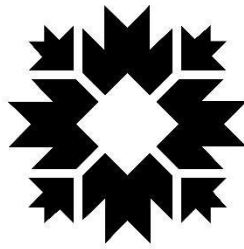
Background

This will be the second year that Bloomington Parks and Recreation and Indiana University collaborate to host a Veterans 5K event. The event, to be held at Switchyard Park on Saturday, November 13, 2021 is designed to create a social, safe, and fun opportunity for participants and raise awareness of Veterans Day and related organizations in the Bloomington area. Both entities agree to meet annually to evaluate the event, make changes as necessary and revise goals. Expenses will split evenly among the two organizations. Revenue received from participant fees and any sponsorships will also be split evenly, to be paid out by November 26, 2021.

RESPECTFULLY SUBMITTED,



Jess Klein, Health & Wellness Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

COOPERATION SERVICES & PROGRAM PARTNERSHIP AGREEMENT

Partner(s):

This Agreement is made and entered into this 19th day of October 2021 by and between the Bloomington Parks & Recreation Department (“BPRD”), and The Trustees of Indiana University on behalf of Indiana University Wheelchair Basketball Club (IU WBC) (collectively, the “Parties” and individually a “Party”).

WHEREAS, there is a need for a Veterans Day event in Bloomington, particularly one that is inclusive; and,

WHEREAS, the BPRD and IU WBC desire to cooperate in the provision of a community event called the Veterans Day Ruck n’ Roll for the public; and,

WHEREAS, IU WBC is qualified to perform such services; and,

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide a community wide Veterans Day event, featuring a 5K course for people of all abilities.

2.0 Duration of Agreement:

The term of this Agreement shall begin upon signing and run through December 31st, 2021. The partners may agree in writing only, to renew or extend the term of the Agreement.

3.0 Bloomington Parks & Recreation Department

The goals of BPRD are to partner with other community agency(s) and provide an opportunity for the Bloomington community, specifically military members and their families, to participate in a fun, inclusive and accessible Veterans Day event. The event, to be held at Switchyard Park on Saturday, November 6th is designed to create a social, safe and fun opportunity for participants and raise awareness of Veterans Day and related organizations in the Bloomington area.

BPRD agrees to:

- 3.1 Maintain close contact with Drew Bogenschutz of IU WBC (or other individual, as identified by IU WBC) and bring any related issues to their attention.
- 3.2 Create and assist with the distribution of promotional materials to include flyers, registration information, posters, digital marketing and newsletters. If the distribution of promotional materials will feature IU related logos or branding, 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 Include event information in Fall 2021 program guide.
- 3.4 Mail/Email registration information to participants of last year's Bicentennial Veterans Day 5K Run/Ruck by September 15, 2021.
- 3.5 Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- 3.6 Manage registration and registration fee collection.
- 3.7 Provide day-of supplies as able, including but not limited to: tables, chairs, tents, time clocks, start/finish sign, water coolers.
- 3.8 Maintain Switchyard Park 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 IU WCB agrees to the following:

The goals of IU WBC are to partner with another community agency and provide an opportunity for the Bloomington community, specifically military members and their families, to participate in an affordable and fun Veterans Day event. The event, to be held at on the IU Bloomington campus, on Saturday, November 13th, from 9:00am – 11:00am.

IU WBC agrees to:

- 4.1 Maintain close contact with Jess Klein, Health & Wellness Coordinator, and address any related issues to her attention.
- 4.2 Maintain close contact with the IU Wheelchair Basketball Club to coordinate equipment, route, student volunteers, and other resources as identified.
- 4.3 Coordinate and secure any necessary permitting for race route on IU campus.

- 4.4 Mail/Email registration information to participants of last year's Ruck & Roll by September 15, 2021.
- 4.5 Marketing event on IU Bloomington campus and IU population, especially military and veteran students.
- 4.6 Provide 9 wheelchairs to be used on the day of the event through the IU Wheelchair Basketball Club.
- 4.7 Provide day-of supplies as able, including but not limited to: race course barriers, and signage
- 4.8 Secure Emergency Medical Services (EMS) for day of the event.

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

The intent of this Agreement is to document a mutually beneficial partnership between BPRD and IU WBC

BPRD and IU WBC 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 IU WBC and BRPD activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or either Party, or its employees, agents or patrons, by any third party, unless caused by the negligence of the other party. Provided, however, that IU WBC's obligations hereunder shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of IU WBC 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 IU WBC.
- 5.2 Share all marketing/promotional material between both partners involved **prior to** any advertising, and in accordance with applicable IU licensing and trademark policies and guidelines.
- 5.3 Provide staff and volunteers for the day of the event.
- 5.4 Contact local veteran oriented organizations who may be interested in tabling at event.
- 5.5 Split expenses 50/50, including but not limited to: marketing, t-shirts, and printing.
- 5.6 Split revenue 50/50, including but not limited to: revenue received from participant fees and any sponsorships. BPRD to pay out by November 29, 2021.

- 5.7 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 with appropriate approval or permit.
- 5.8 In the event of inclement weather, the Parties agree to make joint decisions regarding cancellation of the event.
- 5.9 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.

6.0 Insurance

The Trustees of Indiana University and City of Bloomington Parks & Recreation Department shall furnish each other with a certificate of insurance upon execution of this partnership Agreement. Each party will maintain comprehensive general liability insurance.

7.0 Termination

Termination by mutual agreement: Unless otherwise terminated per the terms of this Agreement, this Agreement shall be in effect from the date signed until December 31st, 2021.

This Agreement may be terminated by mutual written consent only. Should one party decide to terminate this Agreement, at least thirty (30) days written notice must be provided by the terminating party.

8.0 Notice and Agreement Representatives:

Notice regarding any significant concerns or issues of non-compliance shall be given to the following contacts:

Bloomington Parks & Recreation
Becky Higgins
Recreation Services Division Director
401 N. Morton, Suite 250
Bloomington, IN 47402
812-349-3713

IU Wheelchair Basketball Club
Drew Bogenschutz
Faculty Advisor
1320 E. Tenth St. – Room W302
Bloomington, IN 47405
812-855-7578

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

Bloomington Parks & Recreation
Jess Klein
Health & Wellness Coordinator
401 N. Morton St. Suite 250
Bloomington, IN 47402
kleinj@bloomington.in.gov
812-349-3771

IU Wheelchair Basketball Club
Drew Bogenschutz
Faculty Advisor
1320 E. Tenth St. – Room W302
Bloomington, IN 47405
abogensc@indiana.edu
812-855-7578

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

City of Bloomington

The Trustees of Indiana University

Kathleen Mills, President
Board of Park Commissioners

Donald S. Lukes
University Treasurer

Paula McDevitt, Director
Bloomington Parks & Recreation Department

Philippa M. Guthrie
Corporation Counsel



STAFF REPORT

Agenda Item: A-12
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Daren Eads, Facility Coordinator
DATE: October 19, 2021
SUBJECT: REVIEW/APPROVAL OF ORACLE ELEVATOR HOLDCO INC SERVICE AGREEMENT

Recommendation

Staff recommends approval of the ORACLE ELEVATOR HOLDCO INC service agreement for the Parks department. ORACLE is located in Indianapolis and have an exceptional response time. They provide quarterly service, annual inspections, and/or repairs as needed for both the Twin Lakes Recreation Center and Banneker Community Center. When service is used, funds would be from 201-18-185000-53610 and 200-18-187500-53630.

Background

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

RESPECTFULLY SUBMITTED,

Daren Eads, Facility Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND ORACLE ELEVATOR HOLDCO, INC

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

Article 1. Scope of Services Contractor will service and adjust elevators at City park facilities (Services) four (4) times per year at Eight Hundred Forty Nine Dollars and Four Cents (\$849.04) annually at the Twin Lakes Recreation Center and One Thousand Two Hundred and One Dollar and Ten Cents (\$1,201.10) at the Banneker Community Center; and for repairs at an hourly rate of Three Hundred and Three Dollars and Eighty-Five Cents (\$303.85) plus materials for One (1) Tech; hourly rate of Four Hundred and Thirty-Seven Dollars and Seventy-Five Cents (\$437.75) for a Team. Consultant shall provide the Services for a set price per hour Monday –Friday 7:30am to 4:00pm and all other times for an afterhours hourly rate of Four Hundred and Fifty-Five Dollars and Twenty-Six Cents (\$455.26) for One (1) Tech; afterhours hourly rate of Six Hundred and Fifty-Six Dollars and Sixty-Three Cents (\$656.63) for Team, plus supplies and mileage.

Parks Department would give Contractor at least two (2) working days' notice on repair. Mileage is billed at Sixty-Five Cents (\$.65) per mile. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the following individuals as the Department's Project Manager:

Daren Eads for TLRC and Erik Pearson for Banneker Community Center.

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. Upon agreement with both parties this agreement may be extended for one year.

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 Consultant for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Erik Pearson for Banneker Community Center, 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 Consultant within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to 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.

Article 8. Identity of the Consultant 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-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by 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 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. 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 Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

Department: City of Bloomington, Attn: Daren Eads – TLRC, Erik Pearson – Banneker Community Center, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Oracle Elevator, 5534 West Raymond Street, Indianapolis, IN 46241 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. Consultant 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

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

ORACLE ELEVATOR HOLDCO, INC

Name of Signatory, Title

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2021.

ORACLE ELEVATOR HOLDCO, INC

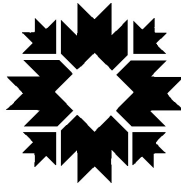
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: A-13
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Daren Eads, Facility Coordinator
DATE: **October 19, 2021**
SUBJECT: **REVIEW/APPROVAL OF TERMINIX INTERNATIONAL, INC SERVICE AGREEMENT**

Recommendation

Staff recommends the review/approval of the Terminix International, INC agreement for the Sports Division. Funds used to pay for this service would be from 200-18-182001-53610 (Bryan Pool), 200-18-182500-53610 (FSC), 200-18-187001-53610 (TLSP), and 201-18-185000-53610 (TLRC).

Background

Terminix provides monthly pest control services for Parks facilities. Typically, we use this service on a monthly or as needed basis.

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

RESPECTFULLY SUBMITTED,

Sports Facility Coordinator

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

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

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

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed four thousand dollars and zero cents (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Dee Tuttle and/or Daren Eads, 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:
No later than December 31, 2022.

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

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

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: Dee Tuttle and/or Daren Eads, 401 N. Morton, Bloomington, IN 47402. **Contractor: Terminix International.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

TERMINIX INTERNATIONAL

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA))SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Public's Signature _____ My Commission Expires: _____ Notary _____

Name of Notary Public

County of Residence: _____ Printed

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____.

Terminix International

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.

Public's Signature

My Commission Expires: _____ Notary

Name of Notary Public

County of Residence: _____ Printed



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item A-14
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Daren Eads, Facility Coordinator
DATE: October 19, 2021
SUBJECT: REVIEW/APPROVAL OF PLYMATE SERVICE AGREEMENT

Recommendation

Staff recommends the approval of the 2022 service agreement with Plymate. Total amount of service agreement not to exceed: \$4,900. Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC), 200-18-189006-53920 GF (SYP) and 200-18-182500-53920 GF (FSC).

Background

The Bloomington Parks Department was first introduced to Plymate in 2009 with the purchase of the Bloomington SportsPlex. Plymate provides routine entry mat cleaning and replacement services for department facilities. Plymate began by providing services at the Twin Lakes Recreation Center, and later at Frank Southern Ice Arena and Switchyard Park.

RESPECTFULLY SUBMITTED,

Daren Eads, Facility Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PLYMATE INC.

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

Article 1. Scope of Services Contractor shall provide the cleaning of floor mats at Frank Southern Ice Arena (FSC), Switchyard Park (SYP) and Twin Lakes Recreation Center (TLRC) ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads - TLRC, Dee Tuttle - FSC and Hsiung Marler SYP as the Department's Project Managers. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC, Dee Tuttle for FSC, and Hsiung Marler for SYP; 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 per the Department needs. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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: Daren Eads – TLRC; Attn: Dee Tuttle - FSC, Attn: Hsuing Marler - SYP 401 N. Morton, Bloomington, IN 47402. **Contractor:** Plymate Inc. 819 Elston Drive Shelbyville, Indiana 46176. 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

Plymate Inc.

Philippa M. Guthrie, Corporation Counsel

Dave Meager, Account Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2021.

Plymate Inc.

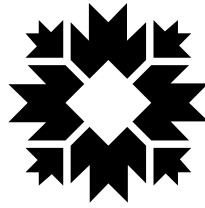
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-15
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: **October 19, 2021**
SUBJECT: **ADDENDUM TO LIGHTNING HEART PRODUCTIONS CONTRACT**

Recommendation

Staff recommends approval of the addendum to the Lightning Heart Productions LLC contract to extend the schedule of work into December 2021 and increase the total amount of compensation for work by eight hundred and seventy five dollars (\$875). Project will be paid from out of 200-18-184000-53990.

Background

Staff seeks the approval of a contract addendum between Lightning Heart Productions, LLC. to extend the schedule of work and increase the total amount of compensation for work related to the filming, editing, producing, and audio mastering of environmental education videos. These videos will be used to train station facilitators and prepare students for Griffy Lake Nature Day programs who are unable to attend our pre-visit presentations.

RESPECTFULLY SUBMITTED,

Rebecca Swift, Natural Resources Coordinator

**ADDENDUM I
TO
AGREEMENT BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
LIGHTNING HEART PRODUCTIONS, LLC
FOR
NATURE DAY VIDEO PRODUCTION & EDITING SERVICES**

WHEREAS, on September 22nd, 2020, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Lightning Heart Productions LLC. (“Contractor”) to film and edit e-lessons for our Leonard Springs Nature Day and Griffy Lake Nature Day programs; and

WHEREAS, the Department wishes to extend the schedule of the project through December 30th, 2021; and

WHEREAS, the Contractor is in agreement with said changes to the schedule; and

WHEREAS, the Department wishes to increase the compensation amount of the project by eight hundred and seventy-five dollars (\$875); and

WHEREAS, the Contractor is in agreement with said changes to the compensation amount; and

WHEREAS, pursuant to Article 23 of said Agreement, Agreement may be modified only by a written amendment signed by both parties.

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

Article 4. Compensation: To addend the Agreement to reflect an increase in compensation in the amount of \$875.00 to facilitate the extension of the project schedule and provision of services.

Article 6. Schedule: To addend the Agreement to reflect changes in schedule of work shown in the Project Schedule, Exhibit A. Exhibit A is attached to and incorporated into this Addendum I to the Agreement. Original Agreement is attached as Exhibit B.

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

CITY OF BLOOMINGTON

LIGHTNING HEART PRODUCTIONS

Paula McDevitt, Director
Parks and Recreation Department

Spencer Taylor, Owner

Kathleen Mills, Park Board President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
“Project Schedule”

Schedule Contractor shall perform the Services according to the following schedule:

- Begin filming Nature Day Videos on September 14th, 2020
- Complete Nature Day Video Editing by December 30th, 2021
- Assist with filming, producing, editing other environmental educational videos until December 30th 2021.

EXHIBIT B

“Original Agreement”



CITY OF BLOOMINGTON
Parks and Recreation

SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND LIGHTNING HEART PRODUCTIONS LLC.

This Agreement, entered into on this _____ day of _____, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Lightning Heart Productions, LLC. (“Contractor”).

Article 1. Scope of Services Contractor shall provide twenty-five hours of video filming, editing, producing, and audio mastering (“Services”). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Jania, 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 two hundred and fifty dollars (\$ 1,250.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Rebecca Jania, 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:

- Begin filming Nature Day Videos on September 14th, 2020
- Complete Nature Day Video Editing by September 30th, 2020
- Assist with filming, producing, editing other environmental educational videos until September 30th, 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.

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 Jania, 401 N. Morton, Bloomington, IN 47402. Contractor: Lightning Heart Productions, LLC., 1591 North Sewell Road, Bloomington, IN 47408.** 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

LIGHTNING HEART PRODUCTIONS, LLC.

Philippa M. Guthrie, Corporation Counsel

Spencer Taylor, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners



STAFF REPORT

Agenda Item: B-1
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: October 19, 2021
SUBJECT: Contract with Bynum Fanyo & Associates for Olcott Park Channel Stabilization Design

Recommendation

Staff recommends approval of a contract with Bynum & Associates for the design of channel stabilization measures for stormwater drainage at the north end of the park.

The total amount of the contract is not to exceed \$9,084 and will be paid from 200-18-189000-53110.

Background

Over the years, a stormwater channel that runs east-to-west along the north end of Olcott Park has become full of sediment, and can occasionally during heavy rainfall events spill water over the boundary of the park and into the backyards of private neighbors to the north. This contract will ensure that the northern boundary of the park is re-surveyed and marked, following which Bynum Fanyo will design long-term stabilization measures for the channel that can be implemented either internally through Operations park staff or through the award of a contract in the future.

RESPECTFULLY SUBMITTED,

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

Tim Street, Operations and Development Division Director

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BYNUM FANYO & ASSOCIATES, INC.
FOR
OLCOTT CHANNEL STABILIZATION**

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

WITNESSETH:

WHEREAS, the Department wishes to have design a solution for erosion and sedimentation problems in a stormwater channel on the north side of Olcott; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform this engineering design (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 Tim Street as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed nine thousand eighty four dollars (\$9,084). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
Operations and Development Division Director, Parks and Recreation
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

City of Bloomington		Bynum Fanyo & Associates, Inc.
Attn: Tim Street		Jeff Fanyo
401 N. Morton, Suite 250		528 N. Walnut St.
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**BYNUM FANYO & ASSOCIATES, INC.**

Philippa M. Guthrie, Corporation Counsel

Jeff Fanyo

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:

Olcott Park Channel Stabilization Project	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
The scope of work includes preparing a topographic survey of approximately 400 lineal feet along the north edge of Olcott Park where an existing open channel is experiencing erosive action, perform hydraulic computations to determine quantity and velocity of storm flows affecting said channel. Based upon the hydraulic analysis research and specify corrective materials to minimize erosion. Develop site design plans implementing erosion control measures. Prepare construction and bidding documents for COB Parks Department to publicly bid project. Prepare and apply for grading permit from COB Planning and Transportation Department.			
North Property Line Survey	<u>LS</u>		\$ 1,544.00
Topographic, Utility and Tree Survey:	LS		\$ 2,260.00
Survey total			\$ 3,804.00
Hydraulic Computations	8	120	\$ 960.00
Mass and Fine Grading Plan Design	12	120	\$ 1,440.00
Detail Corrective Materials	8	120	\$ 960.00
Permitting and Drainage Engineer Review	4	120	\$ 480.00
Construction Documents*	12	120	\$ 1,440.00
Bidding Documents*	8	120	\$ 960.00
Civil Design Total			\$ 5,280.00
Project Total***			\$ 9,084.00

**May be deleted if construction by COB crew.*

****This fee proposal does not include construction administration, if needed, or reimbursable items such as permit and filing fees or the cost of document reproduction. These items will be billed at cost plus 10% or the client may pay for them directly without mark up. This fee proposal excludes geotechnical engineering, and structural engineering for site retaining walls.*

EXHIBIT B

“Project Schedule”

All work, including reporting, must be complete by March 1, 2022.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Bynum Fanyo & Associates, Inc.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: B-2
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: October 19, 2021
SUBJECT: Contract with Milestone Contractors for Bryan Park Trail Improvements

Recommendation

Staff recommends approval of a contract with Milestone Contractors for Bryan Park Trail Improvements.

The total amount of the contract is not to exceed \$191,500 and will be paid out of the General Obligation Bond Series C funds.

Background

A project to make improvements to the perimeter trail at Bryan Park was included in the original scope for the General Obligation Bond Series C. This project will make multiple improvements to the .8-mile loop trail around Bryan Park. Construction will take place in April 2022. Improvements to the trail must consider the health of the mature trees along the trail, and will include:

- Asphalt overlay or replacement of the entire length of the .8-mile trail with necessary crack sealing and edging.
- The construction of two boardwalks along the northern portion of the loop: one near the fitness station and another farther east near the uphill portion to the tennis courts. Both of these boardwalks will prevent construction damage and future damage to tree roots close to the trail.
- Asphalt connectors to the fitness station.
- Improved road interactions at trail crossings. This will include the installation of new concrete with ADA detectable warning plates at the north and south ends of the trail at the western playground parking lot, and at the park entrance at Woodlawn at the southeast corner of the parking lot.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is written in a cursive style with a large, sweeping "T" and "S".

Tim Street, Operations and Development Division Director

2021-January

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
MILESTONE CONTRACTORS, LP
FOR
BRYAN PARK TRAIL IMPROVEMENTS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter Board), and Milestone Contractors, LP (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 45 (Forty-Five) calendar days from the date of April 15, 2022, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed one hundred ninety-one thousand five hundred dollars (\$191,500.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The Parks and Recreation Department Operations Director shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 **Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said

excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. CONTRACTOR'S submittals.
12. The Performance Bond and the Payment Bond.
13. The Escrow Agreement.
14. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

C.	Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
	Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability,

sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 SUBSTITUTION: Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated.

CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Milestone Contractors, LP
Attn: Tim Street, Operations Director	Shannon Brock
401 N. Morton St., Suite 250	4755 W. Arlington Rd.
Bloomington, Indiana 47404	Bloomington, IN 47404

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the

Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment 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 of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Board of Park Commissioners

Milestone Contractors, LP

BY:

Kathleen Mills, President, Board of Park Commissioners

BY:

AJ Chandler

Paula McDevitt, Director, Parks and Recreation Dept.

Printed Name

Philippa M. Guthrie, Corporation Counsel

ATTACHMENT “A”
“SCOPE OF WORK”

BRYAN PARK TRAIL IMPROVEMENTS

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

Work of the project includes erosion control and tree protection, selective demolition and reconstruction of asphalt paths, asphalt crack repair, asphalt overlay, and boardwalk construction. Full details are included in the Bryan Park Trail Improvements plan set and specifications sheets.

BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY
SYSTEMS;
COST RECOVERY

AFFIDAVIT

1. The undersigned is the _____ of
(job title)

(company name).
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. _____ has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. _____ is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

1. The undersigned is the _____ of _____.
a. (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 _____, 20____.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

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 undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

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 _____, 20_____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public



STAFF REPORT

Agenda Item: B-3
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: October 19, 2021
SUBJECT: Contract with Arsee Engineering, Inc. for Waldron, Hill, and Buskirk Park Stage Inspection

Recommendation

Staff recommends approval of a contract with Arsee Engineering, Inc. for a structural engineering inspection of the Waldron, Hill, and Buskirk Park stage.

The total amount of the contract is not to exceed \$3,500 and will be paid from 200-18-189000-53110.

Background

In September 2021, Parks staff members observed new cracking at the stage at the Waldron, Hill, and Buskirk Park. The cracks appeared in both the floor of the stage and in the structural support columns holding up the roof. The stage has been closed for safety purposes and we are contracting with Arsee Engineers to assess the safety of the structure, as well as potential causes for the cracking. They will complete their inspection in late October 2021 and we will determine next steps after the delivery of their findings.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ARSEE ENGINEERING, INC.
FOR
WALDRON, HILL, AND BUSKIRK PARK STAGE INSPECTION**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Arsee Engineering, Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to conduct a professional engineering inspection on the stage at the Waldron, Hill, and Buskirk Park due to recently observed cracking; and

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

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

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

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

Article 1. Scope of Services

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed three thousand five hundred dollars (\$3,500). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
Operations and Development Division Director, Parks and Recreation
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

City of Bloomington	Arsee Engineering, Inc.
Attn: Tim Street	Philip Savich
401 N. Morton, Suite 250	9715 Kincaid Drive, Suite 100
Bloomington, Indiana 47402	Fishers, IN 46037

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

ARSEE ENGINEERING, INC.

Philippa M. Guthrie, Corporation Counsel

Philip Savich

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:

ARSEE ENGINEERS
CLIENT ORIENTED – BY DESIGN

**SINCE
1968**

Frederick A. Harget, PE
Scott A. Jones, PE, SE
Allan R. Puley
John A. Seest, FE

Denial M. Casabrese, PE
Matthew D. Kilgus, PE
Albert C. Kovacs, PE
Bryan R. Wilson, PE

Andrew P. Langfarms, PE, SE
Gary D. Lindard, PE
Laura E. Mulgus, PE
Philip R. Savich, PE

September 23, 2021

Mr. Tim Street
Operations and Development Division Director
Parks & Recreation
City of Bloomington, IN
401 N. Morton St.
Bloomington, IN 47404

Re: The Waldron, Hill and Buskirk Park
Bandstand Assessment

Tim:

We propose to provide engineering services for the subject project. Specifically, we have been asked to perform an assessment of the bandstand structure and stage slab. We understand there is concern with cracking in the stage slab and cracking in the split-face concrete masonry column wraps. Based on our previous emails, we propose to perform the following scope of work:

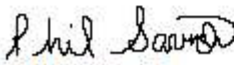
- Perform a one-day condition assessment of the bandstand structure and stage slab. We will focus on the slab cracking and column wrap cracking. We will conduct a cursory review of the remainder of the structure. Our assessment will be performed from ground level and with the aid of an extension ladder to view conditions at the top of the column wrap.
- Prepare a brief written report summarizing our observations and repair recommendations.

We propose to perform our work for a lump sum fee of \$3,500. This includes all reimbursable expenses.

This proposal does not include preparation of repair drawings. We will be happy to prepare a proposal to prepare such documents if determined to be necessary following completion of the assessment and report.

We look forward to working with you on this project. Please call if you have any questions.

Sincerely,


Philip R. Savich
Professional Engineer

ACKNOWLEDGED, AGREED & SIGNED

Signature: _____ Date: _____

Printed: _____

Title: _____

0715 KINCAID DRIVE • SUITE 100 • FISHERS, INDIANA 46037-9460 • PHONE 317/594-5152 • FAX 317/594-9590 • www.arsce-engineers.com

EXHIBIT B

“Project Schedule”

All work, including reporting, must be complete by December 31, 2021.

[illegible]

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__.

Arsee Engineering, Inc.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: B-4
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: **October 19, 2021**
SUBJECT: **INDIANA DOOR & HARDWARE SPECIALTIES INC. SERVICE AGREEMENT**

Recommendation

Staff recommends approval of this service agreement with Indiana Door & Hardware Specialties Inc. for the installation of four new doors at Griffy Lake Boathouse and restroom facilities. The total cost for parts and labor will not exceed \$14,455. Project will be paid for from GL 977-18-18016c- 54510 - Project Code 977-2019d.

Background

The City of Bloomington would like to hire Indiana Door & Hardware Specialties Inc. to deliver and install four new doors at Griffy Lake Boathouse and restroom facilities. Over the years, the door handles at this property have been damaged and vandalized. Most recently, the current restroom door handles have been malfunctioning, resulting in patrons being locked inside. The long-term solution involves replacing the existing doors with ones that have recessed pull handles and deadbolts. The work would include installing four new metal frames, hinges and doors, as well as removing any debris from the jobsite.

RESPECTFULLY SUBMITTED,

Rebecca Swift, Natural Resources Coordinator



STAFF REPORT

Agenda Item: B-5
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: October 19, 2021
SUBJECT: ADDENDUM TO ECO LOGIC LLC CONTRACT FOR VEGETATION
MANAGEMENT AT SWITCHYARD PARK

Recommendation

Staff recommends approval of this contract addendum with Eco Logic, LLC for vegetation management at Switchyard Park. Funding source: 200-18-189500-53990. Amount not to exceed \$11,720.00 (contract addendum).

Background

Eco Logic is currently providing vegetation maintenance services for the riparian/reforestation plantings, totaling 19.7 acres at Switchyard Park. Both prior to and during the construction of the Park, Eco Logic has performed invasive management and ecological restoration activities. Multiple invasive species have been targeted and while initial control has been achieved, follow-up work will continue to be needed for several years.

One area of the property that is in need of more aggressive management is the large bioswale-biorention stormwater BMP located south of the Switchyard Park on the west side of the B-line trail. It has been neglected for a number of years and the volunteer tree growth and woody invasive encroachment is jeopardizing the health of the project. The site still harbors some good native vegetation such as pickerel weed, arrowhead, rose mallow, sedges and rushes.

Eco Logic will selectively remove the undesirable woody vegetation in this area using a cut stump application with water safe herbicides that are approved in the City of Bloomington IPM plan. They will chip all woody material and have it hauled off site by a sub-contractor. The total project is estimated to take 3-4 days with only one day of chipping and removing material.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC LLC
FOR
SUPPLEMENTAL VEGETATION MANAGEMENT AT SWITCHYARD PARK**

(Entered in this ____ day of _____, 2021)

WHEREAS, in March 2021 the City of Bloomington Department of Parks and Recreation (the “Department”) and Eco Logic LLC (“Contractor”) entered into an Agreement to perform invasive plant management and native planting maintenance at Switchyard Park; and

WHEREAS, the Department wishes to perform invasive plant management and native planting maintenance at Switchyard Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform ecological restoration duties at Switchyard Park (the “Services” as further defined below); and

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

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

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

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

Article 1. Scope of Services: To addend the Agreement to reflect Contractor will provide remediation of the large bioswale-biorention stormwater BMP located south of the Switchyard Park on the west side of the B-line trail.

Article 4. Compensation: To addend the Agreement to reflect the additional charge not to exceed Eleven Thousand Seven Hundred Twenty Dollars and Zero Cents (\$11,720.00), bringing the contract total to Thirty-Eight Thousand Four Hundred Fifty Dollars and Zero Cents (\$38,450.00).

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

CITY OF BLOOMINGTON

ECO LOGIC LLC

Paula McDevitt, Director
Parks and Recreation Department

Spencer Goehl, Owner

Kathleen Mills, Park Board President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel



STAFF REPORT

Agenda Item: B-6
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: October 19, 2021
SUBJECT: ADDENDUM TO ECO LOGIC LLC CONTRACT FOR INVASIVE PLANT
MANAGEMENT AT GRIFFY LAKE NATURE PRESERVE AND MILLER-
SHOWERS PARK

Recommendation

Staff recommends approval of this contract addendum with Eco Logic, LLC for vegetation management at Miller-Showers Park. Funding source: 200-18-189500-53990 \$11,488.00 (contract addendum)

Background

During 2021 Eco Logic has been performing vegetation management services at Miller-Showers Park implementing Year 3 of the *10 Year Vegetation Management Plan* drafted in October 2018. The goal is to dramatically improve the 'curb appeal' of this property as well as to improve/expand habitat for pollinators, birds, turtles, and other animals.

The summer 2021 report provided by the Eco Logic Senior Ecologist on the status of the native plantings at Miller-Showers Park found the plant communities have improved considerably since the last evaluation was performed in the fall of 2018. However, several high profile areas of the original mid-2000's native installations were identified as being very weedy (native and non-native vegetation) and unattractive.

To improve the visual aesthetic and provide a higher level of native plant diversity Eco Logic will perform the following actions:

Overseeding during the late fall of 2021 with the installation of native graminoid plugs in the spring of 2022 in the high profile areas. Aggressive treatment to manage for weedy native species (i.e. bindweed and poison ivy) and non-native aggressive weeds (i.e. Canada thistle) will allow for broadleaf treatments until aggressive weeds are under control.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC LLC
FOR
SUPPLEMENTAL INVASIVE PLANT MANAGEMENT AT
MILLER-SHOWERS PARK**

(Entered in this _____ day of _____, 2021)

WHEREAS, in November 2020 the City of Bloomington Department of Parks and Recreation (the “Department”) and Eco Logic LLC (“Contractor”) entered into an Agreement to perform invasive plant management and native planting maintenance at Miller-Showers Park; and

WHEREAS, the Department wishes to implement remediation activities as suggested from the summer 2021 report on the status of the native plantings at Miller-Showers Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform native and invasive vegetation management (the “Services” as further defined below); and

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

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

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

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

Article 1. Scope of Services: to addend the Agreement to include Contractor will provide remediation activities as suggested from a late summer 2021 report for the native plantings at Miller Showers Park:

An overseeding with a combination of graminoid plugs is suggested for these areas in an attempt to allow for broadleaf treatments until aggressive weeds are under control. Short stature forbs could be added later. Aggressive treatment to manage for weedy native species (i.e. bindweed and poison ivy) and non-native aggressive weeds (i.e. Canada thistle).

Includes the following activities:

1) Two prep sprays to control weedy vegetation \$ 5,403.00

2) Installation of native seed mix and graminoid plugs \$ 6,085.00

Total Proposal Price \$ 11,488.00

Article 4. Compensation: To addend the Agreement to reflect the additional charge not to exceed Eleven Thousand Four Hundred Eighty Eight dollars and zero cents (\$11,488.00) bringing the contract total to Thirty Four Thousand Five Hundred Thirty Eight dollars and zero cents (\$34,538.00).

Article 6. Schedule: Contractor shall complete the Services required under this Addendum on or before May 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

CITY OF BLOOMINGTON

Eco Logic LLC

Paula McDevitt, Director
Parks and Recreation Department

Spencer Goehl, Owner

Kathleen Mills, Park Board President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel



STAFF REPORT

Agenda Item: B-7
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson- Community Events Manager
DATE: October, 19, 2021
SUBJECT: POLICY UPDATES- POLICY 1070 AND POLICY 4030

Recommendation

Staff recommends approval of updates made to Policy 1070- History of the Department and Policy 4030 Responsibilities.

Background

The Parks and Recreation Department has a Policy Manual that guides the procedures and processes for the department. Periodically these policies are reviewed and updated as our facilities and processes change. Updating the Policy Manual is also a requirement in the CAPRA accreditation standards.

Policy 1070 History of the Department- Added two new Park Board Members to the list, Ellen Rodkey and Jim Whitlatch as well as their terms of service.

Policy 4030 Delineation of Responsibilities/Program Unit Descriptions- Updated the Youth Sports listing to the current programming offered in this area. Added a Switchyard Park description and Twin Lakes Recreation Center description.

RESPECTFULLY SUBMITTED,

Leslie Brinson, Community Events Manager
2021-January



CITY OF BLOOMINGTON

Parks and Recreation

General Policies History of Department: 1070

Date: March 27, 1998

Updated: Jan., 2020

Updated: October 26, 2021

POLICY RE: The History of the Bloomington/Monroe County Parks and Recreation Department

The Department of Parks and Recreation held its first meeting on June 26, 1952. Prior to that date, Bloomington's park and recreation needs were administered separately by the City Park Board and the Department of Recreation.

The City Park Board, responsible for the acquisition, development, and maintenance of city park lands, held its first meeting on December 7, 1921. The original Park Board consisted of the following officers:

Mr. Eugene Bender, President
Mr. Albert Hoadley, Vice-President
Mrs. Alice Cosler, Secretary

The Department of Recreation was formed in 1946. It was originally governed by the City Recreation Council, which consisted of the School Board, the Park Board, the Recreation Commission and seven (7) members-at-large. In 1948 the governing body was changed and the Department was sponsored by the Board of Education, and the Board of Recreation.

BLOOMINGTON PARKS AND RECREATION DEPARTMENT *HISTORY OF LEADERSHIP*

Administrators

Jerry T. Femal
Bill R. Wilson
L. Franklin Ragan
Norman C. Merrifield
Steven A. Wolter
Thomas (Mick) Renneisen
Paula McDevitt

Term

1946-1970
1970-May, 1981
September 1981-July 1991
July 1991- January 1995
April 1995-June 1996
June 1996 – December 2015
January 2016 – Present

Mayors

Loba "Jack" Bruner

Term

1939-47

Tom Lemon

1948-52



CITY OF BLOOMINGTON

Parks and Recreation

General Policies History of Department: 1070

Date: March 27, 1998

Updated: Jan., 2020

Updated: October 26, 2021

Emmett Kelly	1952-56
Tom Lemon	1956-62
Mary Alice Dunlap	1962-64
Jack Hooker	1964-71
Frank McCloskey	1972-82
Tomilea Allison	1983-95
John Fernandez	1996-2003
Mark Kruzan	2004 – 2015
John Hamilton	2016 – Present

Park Board Presidents

Term

Marion Rogers	1946-1948
Eugene Bender	1948-1950
Ralph Mills	1950 - ?
Lloyd Olcott	1970-1976
Jay Ellis	1977
Les Coyne	1978, 1981, 1987-2005, 2014-2017
Edna Ballinger	1979, 1982
Richard Zabriski	1980, 1983-1986
Mary Catherine Carmichael	2006 – 2007
John Carter	2008 – 2013
Kathleen Mills	2018 – Present

Park Board Members

Term

Albert Hoadley	1921-?
Mary H. Beck	1921-1927
J. M. Cravens	1921-1928
Edwin Fletcher	1921-1928
Fred J. Prow	1923-1934
Allan Wylie	1921-1931
Fred Seward	1927-1929
William Adams	1928-1946
U.S. Hanna	1929-1937
A.O. Henry	1931-1939
M.R. Currie	1933-1941

Page 2 of 3



CITY OF BLOOMINGTON

Parks and Recreation

General Policies History of Department: 1070

Date: March 27, 1998

Updated: Jan., 2020

Updated: October 26, 2021

J.A. Wells	1934-1937
Mrs. Hare	1937-1941
Frank Gentry	1939-1943
Cecile L. Waldron	1941-1943
Fay Hancock	1941-1943
Irvin Thrasher	1943-@1947
Roger Black	@1943-@1947
Marion Rogers	@1943-@1947
Erwin Alexander	1946-@1948
James Goodman	@1949-?
Bennett Henry	@1948-?
Carl Stewart	@1948-?
Eugene Bender	1947-?
Jack Hooker	1956
Lloyd Olcott	1970-1976
Tim Ellis	1970
John Ingram	1970-1972
Reggie Ford	1970-1972
C.H. East	1970-1975
Doug Halton	1971-1972
Beverly Cairns	1971-1974
Delma Packard	1971-1976
John Tinder	1972-1973
Jay Ellis	1973-?
Mary Alice Dunlap	1975-1976
Lola Debro	1975-1980
Les Coyne	1976-2020
Edna Ballinger	1976-1989
Ernest Horn	1976-1986
Richard Zabriski	1980-1994
Larry Isom	1981-1985
Dr. Cornell	1982-1985
B.A. Kuntz	1985-1987
Dr. Brad Bomba	1986-1987
Johnson	1987-1989
Bill Finch	1989-1992
Grier Werner	1989-1998



CITY OF BLOOMINGTON

Parks and Recreation

General Policies History of Department: 1070

Date: March 27, 1998

Updated: Jan., 2020

Updated: October 26, 2021

Viola Taliaferro	1992-1997
Joe Hoffmann	1993-2020
Jim Murphy	1997-1999
Mary Catherine Carmichael	1997-2007
John Carter	2000-2016
Jane St. John	2008-2016
Kathleen Mills	2016-Present
Darcie Fawcett	2016-2018
Lisa Simmons Thatcher	2018-2019 †
Israel Herrera	2020- Present
<u>Ellen Rodkey</u>	<u>2020- Present</u>
<u>Jim Whitlatch</u>	<u>2021-Present</u>



Human Resources Policies
Delineation of Responsibilities: 4030

Date: January 15, 2019

Updated: ~~November 9, 2020~~

POLICY RE: Delineation of Responsibilities/Program Unit Descriptions/Objectives

The following are areas of operation within the Bloomington Parks and Recreation Department:

Administration	Administration implements policy as set forth by the Board of Park Commissioners. Under the direction of the Department Director, Directors manage Recreation Services, Sports, and Operations and Developments. The Office Manager and Customer Service staff provide financial and clerical support for all activities.
Adult Sports Services	Adult Sports services plans, coordinates, and facilitates adult sports for the Bloomington community at the Twin Lakes Sports Complex, lower Cascades fields, local tennis courts, Twin Lakes Recreation Center
Aquatics	The aquatics program plans, coordinates, and facilitates recreational swimming, formal lessons, private rentals, special group use and advanced aquatic/personal safety training for the Bloomington community and its visitors.
BBCC	Benjamin Banneker Community Center is a facility within the Bloomington Parks and Recreation department that is dedicated to inspiring youth to maximize their full potential in a safe and positive environment, as well as providing opportunities for the Bloomington community to connect through various programs and activities. The Banneker Community Center operates year-round and is available to rent by the community and Parks Department partners.
Community Events	The Community Events area provides a wide array of events to meet the diverse needs of the community. Special events increase the quality of life in Bloomington, provide unique activities for families to participate in together, and create a sense of community.
Community Relations	Community Relations develops and implements an effective communication and marketing strategy for all Parks and Recreation programs. Community Relations utilizes current technology in the form of websites, social media, and email to communicate individualized message



Human Resources Policies
Delineation of Responsibilities: 4030

Date: January 15, 2019

Updated: ~~November 9, 2020~~

to specific customers, while at the same time producing and distributing, following branding guidelines, print and digital advertising and promotional materials to raise awareness of and encourage participation in Department programs, classes, activities and events. Community Relations is responsible for generating revenue to support Department programs through sale of advertising space at City facilities, and the acquisition of sponsorships and donations for Department programs. This program unit recruits, tracks, and assigns community volunteers, including individuals and groups, who contribute to the Department's mission by assisting in a variety of program areas across divisions.

Frank Southern Ice Arena Frank Southern Center provides recreational and organized ice skating and off-season skating activities to ice enthusiasts from Bloomington and surrounding communities.

Golf Services Cascades Golf Course has the objective of maximizing public play with a balance of leagues, tournaments, youth programs, and golf outings. Many youth programs are conducted during the year that include the Junior Program, Hook a Kid on Golf Tee Level, Skills Challenge, and Challenge League. All these priorities have to be managed along with securing enough revenue to maintain the course to competitive standards.

Inclusive Recreation Inclusive Recreation provides recreation services and programs for people with disabilities to facilitate participation in the most integrated setting, promoting interactions between individuals with and without disabilities in all Parks and Recreation programs.

Landscaping Landscaping services provide high quality landscape planting and maintenance services for publicly owned property, including parks, throughout the City of Bloomington in an ongoing effort to contribute to the appearance and beautification of the City of Bloomington. These services are provided on a year around basis and serve to enhance the quality of life for all residents as well as contribute to the overall attractiveness and beauty of the city as viewed by visitors to Bloomington.

Cemeteries Cemetery Services administer and maintain the publicly owned Rose Hill and White Oak cemeteries and grave sites, mausoleums, monuments,



Human Resources Policies
Delineation of Responsibilities: 4030

Date: January 15, 2019

Updated: November 9, 2020

statuary, and related structures on those properties. The sale of gravesites and related internment services is administered on a year around basis in a high quality, accountable manner to our customers.

Urban Forestry

Urban Forestry provides high quality urban forestry for publicly owned property, including parks, throughout the City of Bloomington in an ongoing effort to protect and enhance the urban forest, and contribute to the appearance and beautification of the City of Bloomington. These services are provided on a year around basis with concentration on the urban core of the city.

Natural Resources

Griffy Lake Nature Preserve provides boating opportunities for approximately 10,000 boaters, outdoor education for approximately 800 local children, trail maintenance opportunities for approximately 400 volunteers and hiking opportunities to the community at large from April through October. Wapehani Mountain Bike Park provides recreational riding opportunities for local mountain bike riders and competitive riding opportunities for approximately 600 mountain bike riders from this region throughout the year. Leonard Springs Nature Preserve provides hiking, wildlife observation, and habitat educational opportunities to the Bloomington community, including scheduled programs for approximately 500 local children.

Operations Services

Operations provides high quality resource protection, development, grounds maintenance, facility maintenance, repair, renovation, construction, landscaping, event setups, public safety and sanitation services for the property, equipment and facilities contained within 24 public parks and related public facilities and trails. These services are provided on a year around basis for any and all residents and visitors to the community totaling well over one million users per year.

**Allison-Jukebox Community Center/
Youth Services**

The Allison-Jukebox is a multi-purpose community center that facilitates the Kid City summer camp program and a variety of classes and programs throughout the year. The Allison Jukebox Community Center operates year-round and is available to rent by the community and Parks Department.



Human Resources Policies
Delineation of Responsibilities: 4030

Date: January 15, 2019
Updated: ~~November 9, 2020~~

Youth Sports Services	Youth Sports plans, coordinates, and facilitates operations for Winslow Sports Complex, Olcott Park, Upper Cascades, 9th Street Park ball diamonds, and Bryan Park ball diamonds. This activity is specific to operating the facility and the aspects of getting a facility prepared for play in March and maintaining ball diamonds through October. These facilities host Bloomington Junior League Baseball, Babe Ruth Baseball, Girls Inc. Softball, and MCCSC Baseball and softball events. It serves about 1,700 youth. Additionally, this program unit operates a Girls 15—18 Year Old Fast Pitch Softball League.
Health & Wellness	The Health and Wellness area provides opportunities through programs, events and partnerships to encourage physical activity, to communicate the benefits of healthy choices and to promote department resources which support healthy lifestyles.
Switchyard Park	The 58 acres of park land includes open green spaces, event lawns, splash pad, playground, dogpark, walking/biking trails, community garden, skatepark, fitness equipment area, pickleball courts, bocce ball courts, basketball court, Bloomington Police Department substation, performance stage, group shelter and 11,000 sq. ft. pavilion.
Twin Lakes Recreation Center:	<u>The Twin Lakes Recreation Center, a 100,000 ft2 indoor sports, recreation, and fitness facility. Amenities include five basketball courts, a turf field, a fitness area with strength equipment and free weights, a cardio studio, a mirrored exercise studio, 1/5-mile indoor track, and meeting rooms. The department offers programs, through the TLRC and other facilities, that help make Bloomington a healthy, active community.</u>

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STAFF REPORT

Agenda Item: B-8
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Kim Clapp, Office Manager
DATE: October 19, 2021
SUBJECT: 2022 Price Schedule Draft

Recommendation

Staff request the Board of Park Commissioners review the attached 2022 Price Schedule-Draft. Staff will seek final approval at the November 16, 2021 Board of Park Commissioners meeting.

Background

The following is an Executive Summary of the proposed changes:

Page 1 Administrative Services – Equipment Rental, Adult Programs, and Inclusive Recreation
No changes

Page 2 Adult Sports – League Registrations, Tournaments, Tennis
Changes include:

Under Tennis

- Added – (price will be set by partner \$40-\$70)
- Removed price for adult lessons
- Removed price for youth lessons
- Removed tennis tournament singles line
- Removed tennis tournament doubles A Team line

Page 3 Adult Sports/Youth Sports – Field Rentals, Player Fees, and Concessions
Changes include:

Under Winslow Sports Complex

- Added – with on-site maintenance (drying product \$13 per bag) Fee 35.00

Under Lower Cascades ballfield rental

- Added – with on-site maintenance (drying product \$13 per bag) Fee 35.00

Under Twin Lakes ballfield rental

- Added – with on-site maintenance (drying product \$13 per bag) Fee 35.00

Page 4

Aquatics – Bryan Pool/Mills Pool – Admissions

Changes include:

Under Bryan Park Pool

- Increased individual season pass from \$50 to \$65
- Increased Economy Pass to \$85

Under Mills Park Pool

- Increased individual season pass from \$50 to \$65
- Increased Economy Pass to \$85

Page 5

Aquatics – Bryan Pool/Mills Pool – Facility Rentals, Programs, Classes, and Special Events

No changes

Page 6

Banneker Center – Facility Rentals, Programs, Classes, Special Events

Changes include:

Under rental during operational hours

- Added 9am – 5pm for clarification of operational hours
- Increased Category C – kitchen from \$30 to \$40
- Increased Category C – gymnasium from \$45 to \$50

Under rental during non-operational hours

- Added “after 5pm weekdays & weekends” for clarification of non-operational hours
- Decreased Category B – gymnasium from \$35 to \$30
- Increased Category B – whole building from \$75 to \$100
- Increased Category C – kitchen from \$40 to \$50
- Decreased Category C – gymnasium from \$55 to \$50
- Decreased Category C – 3rd floor from \$45 to \$40
- Increased Category C – whole building from \$140 to \$150

Page 7

Cemetery Services – Lot Sales, Inurnment, Interment, and Disinterment

Changes include:

Under Lot Sales

- Removed individual lots
- Add “5’x4” to description of cremain lots
- Removed mausoleum niches for ashes

Page 8

Community Events – April and November Farmers’ Market

Changes include:

Under April Saturdays Farmers’ Market Reserved Spaces

- Changed from “4 Market days” to “5 Market days”

- Increased large space fee from \$84 (\$21/day) to \$110 (\$22/day)
- Increased large space fee senior or youth from \$60 (\$15/day) to \$80 (\$16/day)
- Increased small space fee from \$52 (\$13/day) to \$70 (\$14/day)
- Increased small space fee senior or youth from \$40 (\$10/day) to \$55 (\$11/day)

Under April Saturdays Farmers' Market Unreserved Spaces (per day)

- Increased large space fee from \$21 to \$22
- Increased large space fee senior or youth from \$15 to \$16
- Increased small space fee from \$13 to \$14
- Increased small space fee senior or youth from \$10 to \$11

Under November Farmers' Market Reserved Spaces

- Increased large space fee from \$63 (\$21/day) to \$66 (\$22/day)
- Increased large space fee senior or youth from \$45 (\$15/day) to \$48 (\$16/day)
- Increased small space fee from \$39 (\$13/day) to \$42 (\$14/day)
- Increased small space fee senior or youth from \$30 (\$10/day) to \$33 (\$11/day)

Under November Farmers' Market Unreserved Spaces (per day)

- Increased large space fee from \$21 to \$22
- Increased large space fee senior or youth from \$15 to \$16
- Increased small space fee from \$13 to \$14
- Increased small space fee senior or youth from \$10 to \$11

Page 9

Community Events – Saturday Farmers' Market May thru October, Weekday Farmers' Market

Changes include:

Under Saturdays Farmers' Market Reserved Spaces

- Increased large space fee from \$567 to \$572
- Increased large space fee senior or youth from \$405 to \$416
- Increased small space fee from \$357 to \$364
- Increased small space fee senior or youth from \$270 to \$286

Under Saturdays Farmers' Market Unreserved Spaces (per day)

- Increased large space fee from \$21 to \$22
- Increased large space fee senior or youth from \$15 to \$16
- Increased small space fee from \$13 to \$14
- Increased small space fee senior or youth from \$10 to \$11

Under Weekday Farmers' Market Reserved Spaces

- Decreased space from \$216 (\$12/day) to \$204 (\$12/day)
- Decreased senior or youth space from \$180 (\$10/day) to \$170 (\$10/day)

Under Miscellaneous

- Decreased prepared food vendors/Food Trucks/Pushcarts from “7.5% gross proceeds” to “7% gross proceeds”

Page 10

Community Events – Gardens, Stage Rental, Programs, Classes, Special Events, A Fair of the Arts

2021-January

Changes include:

Under A Fair of the Arts

- Changed booth space fee range from \$37-\$70 to \$45-\$60

Under Holiday Market Arts Fair

- Changed wording from “Jury Fee” to “Application Fee”

Page 11 Community Events – Mobile Stage Rental, Other Rental
No changes

Page 12 Frank Southern Ice Arena – User Fees, Facility Rental, Programs, Classes, Special Events

Changes include:

Under User Fees/Facility Rental

- Removed “Prime Time” and “Non-Prime Time” fees and changed to one fee only of \$230.

Page 13 Golf Services – Green Fees, Season Passes, Facility Rental, Programs, Classes, and Special Events

Changes include:

Under Green Fees/Season Passes/Other

- Removed Cascades Special – 18 Holes & Cart
- Increase twilight green fees from \$17 to \$20
- Increase 18-hole/10 play pass from \$175 to \$185
- Increased locker rental from \$40 to \$100
- Decreased Spectator cart rental – 9 hole from \$15 to \$10
- Increased Tournament Fee from \$25 to \$30
- Increased Tournament/Outings per person from \$13-\$36 to \$13-\$40
- Added Senior (age 62+) Green Fees Monday-Thursday - \$20
- Added “Monday – Thursday” to Student Green Fee \$20
- Increased student green fee from \$17 to \$20
- Removed 2021 Pine 9 Special with cart

Page 14 Natural Resources
No changes

Page 15 Operations Services – Shelter Rentals

Changes include:

- Shelter rentals increased \$3
- Weekdays were changed from Monday through Friday to Monday through Thursday
- Small shelters (weekdays M-Th) from \$53 to \$56
- Small shelters (weekend & holidays) from \$56 to \$59
- Large shelters (weekdays M-Th) range from \$61-\$76 to \$64-\$79
- Large shelters (weekend & holidays) increased from \$71 to \$91 to \$74-\$94
- Removed Switchyard Park shelter rental lines

Page 16 Switchyard Park

Changes include:

Under Pavilion

- Changed weekend and holiday rental (4 hr. time block) from \$300 to \$350
- Changed weekend and holiday per day rental from \$600 to \$700 and increased deposit from \$300 to \$350
- Included screen to the projector rental

Under Pavilion Lawn (per day)

- Increased weekday rental (M-Th) from \$75 to \$90
- Increased weekend & holiday rental from \$90 to \$120
- Added Pavilion Patio set-up \$100
- Added alcohol service inside charge \$50
- Added alcohol service outside (patio only) \$100

Under North Activity Lawn (per day)

- Increased weekdays (M-Th) rental from \$75 to \$90
- Increased weekend & holiday rental from \$90 to \$120

Under South Activity Lawn (per day)

- Increased weekdays (M-Th) rental from \$75 to \$90
- Increased weekend & holiday rental from \$90 to \$120

Under Main Stage and Performance Lawn (per day)

- Increased Category I w/o theatrical lighting from \$200 to \$250 and increased deposit from \$100 to \$125
- Increased Category II w/o theatrical lighting from \$250 to \$400 and increased deposit form \$125 to \$200

Under Secondary Performance Lawn (per day)

- Increased weekdays (M-Th) rental from \$75 to \$90
- Increased weekend & holiday rental from \$90 to \$120

Removed line “Shelters see page #15 for picnic shelter rental”

Page 17 Twin Lakes Recreation Center – Memberships, Rentals

Changes include:

Under Rentals

- Changed wording from “Basketball competitions” to “Court competitions”
- Changed wording from “Basketball Practice” to “Court Practice”
- Added full court volleyball with set-up - \$35/court

Page 18 Twin Lakes Recreation Center – Facility Rental, Facility Services, Concessions

Changes include:

Under Parties

- Increased party room rental w/court use from \$65 to \$70

Page 19 Twin Lakes Recreation Center – TLRC Fitness

No changes

Page 20

Youth Programs – Facility Rental, Programs, Classes, and Special Events

Changes include:

Under Programs/Classes Special Events

- Increased Kid City Original from \$175 to \$180 In-City and \$180 to \$185 Out-of-City
- Increased Kid City Quest from \$165 to \$180 In-City and \$170 to \$185 Out-of-City

Page 21

Miscellaneous

No changes

RESPECTFULLY SUBMITTED,



Kim Clapp, Office Manager

BLOOMINGTON PARKS & RECREATION

*Administrative Transaction Fee is included in all prices

PAGE 1	Administrative Services - Equipment Rental Adult Services - Programs, Classes, Special Events Inclusive Recreation - Programs, Classes, Special Events
PAGE 2	Adult Sports - Basketball, Tennis, Softball, Volleyball Adult Sports - League Registrations, Tournaments
PAGE 3	Adult Sports/Youth Sports - Field Rental, Player Fees, Concessions
PAGE 4	Aquatics - Bryan Pool and Mills Pool Admission and Passes
PAGE 5	Aquatics - Programs, Classes, Special Events, Rentals, Concessions
PAGE 6	Banneker Center - Facility Rental, Programs, Classes, Special Events
PAGE 7	Cemetery Services
PAGE 8	Community Events - Saturday Farmers' Market - April, November
PAGE 9	Community Events - Saturday Farmers' Market - May thru October Community Events - Tuesday Farmers' Market
PAGE 10	Community Events - Gardens, Waldron, Hill and Buskirk Park Stage Rental Community Events - Programs, Classes, Special Events Community Events - A Fair of The Arts, Holiday Market
PAGE 11	Community Events - Mobile Stage Rental, Other Rental
PAGE 12	Frank Southern Ice Arena - User Fees, Facility Rental Frank Southern Ice Arena - Programs, Classes, Special Events Frank Southern Ice Arena - Concessions
PAGE 13	Golf Services - Green Fees, Season Passes, Other Golf Services - Clubhouse Rentals, Program, Classes, Special Events Golf Services - Concessions
PAGE 14	Natural Resources - Launch Permits, Boat Rental, Misc. Natural Resources - Programs, Classes, Special Events
PAGE 15	Operations Services - Shelter Rental
PAGE 16	Switchyard Park - Rentals, Pavilion, Ambitheater, Lawn, Stage, Bosque
PAGE 17	Twin Lakes Recreation Center - Memberships Twin Lakes Recreation Center - Basketball Court Rental
PAGE 18	Twin Lakes Recreation Center - Programs, Facility Services, Rentals Twin Lakes Recreation Center - Concessions
PAGE 19	Twin Lakes Recreation Center - Fitness
PAGE 20	Youth Programs - Facility Rental, Programs, Classes, Special Events
PAGE 21	Miscellaneous
PAGE 22	Pricing Pyramid

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADMINISTRATIVE SERVICES

No Changes

NON-REVERTING FUND		
EQUIPMENT RENTAL	2022 IN CITY FEES	2022 OUT of CITY FEES
Volleyball Standards	16.00 + 50.00 deposit	na
Picnic/Party Kits	15.00 + 50.00 deposit	na

PROGRAM UNIT: ADULT PROGRAMS

Cost Recovery Goal = 75%

NON-REVERTING FUND		
PROGRAMS/CLASSES/ SPECIAL EVENTS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Living and Learning Classes	7.00 - 250.00	7.00 - 313.00
Sailing at Lake Monroe-Youth Camp*	7.00 - 350.00	7.00 - 663.00
Sailing at Lake Monroe-Adult Instruction*	7.00 - 600.00	7.00 - 663.00

PROGRAM UNIT: INCLUSIVE RECREATION

Cost Recovery Goal = 2%

NON-REVERTING FUND		
PROGRAMS/CLASSES/ SPECIAL EVENTS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Special Interest Programs/Classes/Special Events	1.00 - 300.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADULT SPORTS

Cost Recovery Goal = 75%

NON-REVERTING FUND		
LEAGUE REGISTRATIONS TOURNAMENTS TENNIS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Adult Softball League - Team Registration		
Spring	720.00	na
Fall	720.00	na
Adult Softball Tournaments	175.00-350.00	na
Forfeit Fee - Softball	25.00	na
Tennis: (price will be set by partner \$40 to \$70)		
Adult Lessons - 2 per week for 4 weeks		
Youth Lessons (ages 5 - 17) - 2 per week for 4 weeks		
Tennis Tournament - Singles	16.00	na
Tennis Tournament - Doubles A Team	18.00	na
Volleyball:		
Adult Volleyball - Team Fee	80.00 - 200.00	na
Adult Volleyball - Individual Fee	20.00 - 30.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADULT SPORTS/YOUTH SPORTS

Cost Recovery Goal

Adult Sports = 75% Youth Sports = 40%

GENERAL FUND & NON-REVERTING FUND		
FIELD RENTAL PLAYER FEES	2022 PARTNER FEES	2022 NON-PARTNER FEES
Winslow Sports Complex:		
Practice	16.00	18.00
Practice with lights	20.00	22.00
Weeknight Competition	23.00	25.00
Weekend Competition	25.00	27.00
With on-site maintenance (drying product \$13 per bag)	35.00	35.00
All day per field	165.00	na
Lower Cascades ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
With on-site maintenance (drying product \$13 per bag)	35.00	35.00
All day per field	165.00	na
Twin Lakes ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
With on-site maintenance (drying product \$13 per bag)	35.00	35.00
All day per field	165.00	na
Bryan Park ballfield rental (per hour/per field):		
Practice	10.00	na
Competition	12.00	na
Butler Park ballfield rental (per hour/per field)	10.00	na
Olcott Park ballfield rental (per hour):		
Competition Field Grandstand (South)	43.00	45.00
Non-Competition Field (North)	43.00	45.00
Olcott Park practice - either field	22.00	24.00
Olcott Park practice with lights - either field	24.00	26.00
Olcott Park - requested lining	300.00	300.00

NON-REVERTING FUND		
Concessions Services	IN CITY FEES	OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

GENERAL FUND		
BRYAN PARK POOL	2022 IN CITY FEES	2022 OUT OF CITY FEES
General Admission (3 yrs. and under free)	5.00	na
Individual Season Pass includes swimming and water slide	65.00	na
Economy 20 Punch Pass	85.00	na

GENERAL FUND		
MILLS POOL	2022 IN CITY FEES	2022 OUT OF CITY FEES
General Admission (3 yrs. and under free)	5.00	na
Individual Season Pass	65.00	
Economy 20 Punch Pass	85.00	na

BLOOMINGTON PARKS & RECREATION

No Changes

PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Group swimming lessons (both Bryan and Mills pools)	60.00	70.00
Lifeguard training and WSI and Lifeguard Instructor	100.00 - 300.00	na
AquaFit	60.00 - 120.00	na

RENTALS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Bryan Pool private rental - entire facility: main pool, waterslides, Limestone Lagoon	325.00/hour	na
Bryan Pool private rental: main pool only	275.00/hour	na
Mills Pool private rental: entire facility	200.00/hour	na
Mills Pool - Open Swim Day Rental Half Day Rental Open to the public for general admission	750.00	na
Mills Pool - Open Swim Day Rental Full Day Rental Open to the public for general admission	1200.00	na

NON-REVERTING FUND		
Concessions Services	2022 IN CITY FEES	2022 OUT OF CITY FEES
Concession items	.50 - 30.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: BANNEKER COMMUNITY CENTER

Cost Recovery Goal = 20%

NON-REVERTING FUND		
FACILITY RENTAL	2022 IN CITY FEES (plus deposit - see below)	2022 OUT OF CITY FEES (plus deposit - see below)
Rental during operational hours (9:00am - 5:00pm)	per hour	per hour
Category A* - any room	0.00	0.00
Category B** - any room	0.00	0.00
Category C*** - kitchen	40.00	na
Category C*** - 3rd floor	40.00	na
Category C*** - Gymnasium	50.00	na
Category C*** - Gymnasium Bulk	40.00	
Rental during non-operational hours (after 5pm weekdays & weekends)		
Category A* - any room	0.00	0.00
Category B** - gymnasium	30.00	na
Category B** - whole building	100.00	na
Category B** - gymnasium bulk rate	30.00	
Category C*** - gymnasium bulk rate	50.00	
Category C*** - kitchen	50.00	na
Category C*** - Gymnasium	50.00	na
Category C*** - 3rd floor	40.00	na
Category C*** - whole building	150.00	na

*CATEGORY A = Parks department/City departments/MCCSC

**CATEGORY B = Not-for-profit groups/Parks department affiliates

***CATEGORY C = Private use

A fee will be negotiated to any fund-raising or profit-making venture based on type, price, and volume of product being sold, with final approval by the Department Administrator.

All rentals require a 50% deposit.

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Special Events & Classes	0.00-200.00	na
Banneker Summer Camp	10.00/wk	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: CEMETERY SERVICES

Cost Recovery Goal = 3%

ROSE HILL CEMETERY - GENERAL FUND		
	2022 IN CITY FEES	2022 OUT OF CITY FEES
LOT SALES		
Individual lots	NONE AVAILABLE	NONE AVAILABLE
Plot Survey Request	25.00-200.00	25.00-200.00
Cremain lots - per space 5' x 4'	600.00	725.00
Mausoleum niches for ashes	1400.00	1500.00
MAUSOLEUM		
INTERMENT/DISINTERMENT		
Monday - Friday	600.00 with additional fee of 175.00 if arriving after 2 pm	600.00 with additional fee of 175 if arriving after 2 pm
Saturday	825.00 with additional fee of 175.00 if arriving after 2 pm	825.00 with additional fee of 175.00 if arriving after 2 pm
INURNMENT/DISINURNMENT		
Monday - Friday	450.00 with additional fee of 175.00 if arriving after 2 pm	450.00 with additional fee of 175.00 if arriving after 2 pm
Saturday	675.00 with additional fee of 175.00 if arriving after 2 pm	675.00 with additional fee of 175.00 if arriving after 2 pm
WHITE OAK CEMETERY - GENERAL FUND		
	2022 IN CITY FEES	2022 OUT OF CITY FEES
LOT SALES		
Individual lots - per space (4' x 10")	750.00	900.00
Trustees (includes lot and interment)	550.00	550.00
BOTH ROSE HILL & WHITE OAK CEMETERY - GF		
	2022 IN CITY FEES	2022 OUT OF CITY FEES
INTERMENT/DISINTERMENT		
GROUND		
Monday - Friday	750.00 with additional fee of 300.00 if arriving after 2 pm	750.00 with additional fee of 300.00 if arriving after 2 pm
Saturday	1000.00 with additional fee of 300.00 if arriving after 2 pm	1000.00 with additional fee of 300.00 if arriving after 2 pm
INURNMENT/DISINURNMENT		
Monday-Friday	450.00 with additional fee of 175.00 if arriving after 2 pm	450.00 with additional fee of 175.00 if arriving after 2 pm
Saturday	675.00 with additional fee of 175.00 if arriving after 2 pm	675.00 with additional fee of 175.00 if arriving after 2 pm

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MKT

Cost Recovery Goal = 100%

NON-REVERTING FUND		
FARMERS' MARKET SATURDAYS IN APRIL (based on 5 Market days)	2022 IN CITY FEES	2022 OUT OF CITY FEES
Application Fee*	20.00	na
April- Saturday Farmers' Market reserved spaces:		
Large space	110.00 (\$22/day)	na
Large space - Senior** or Youth*** rate	80.00 (\$16/day)	na
Small space	70.00 (\$14/day)	na
Small space - Senior** or Youth*** rate	55.00 (\$11/day)	na
April- Saturday Farmers' Market unreserved spaces:		
Large space - per day	22.00	na
Large space - Senior** or Youth*** rate - per day	16.00	na
Small space - per day	14.00	na
Small space - Senior** or Youth*** rate - per day	11.00	na
NOVEMBER FARMERS' MARKET (based on 3 "regular" Market days in November) (4th Market Day in November is the Holiday Market)	2022 IN CITY FEES	2022 OUT OF CITY FEES
Application Fee*	20.00	na
Large space	66.00 (\$22/day)	na
Large space - Senior** or Youth*** rate	48.00 (\$16/day)	na
Small space	42.00 (\$14/day)	na
Small space - Senior** or Youth*** rate	33.00 (\$11/day)	na
Farmers' Market unreserved spaces:		
Large space - per day	22.00	na
Large space - Senior rate** - per day	16.00	na
Small space - per day	14.00	na
Small space - Senior** or Youth*** rate per day	11.00	na
Holiday Market - reserved large	30.00	na
Holiday Market - local product for profit	40.00	na
Holiday Market - local product non-profit	25.00	na

* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market: verifying application information, vendor newsletter, and being added to the Market mailing list.

** Senior rate applies only if all vendors on contract are 60 years of age or older

*** Youth rate applies only if all vendors on contract are 16 years of age or younger

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MARKET

Cost Recovery Goal = 100%

NON-REVERTING FUND		
FARMERS' MARKET SATURDAYS IN MAY THRU OCTOBER (26)	2022 IN CITY FEES	2022 OUT OF CITY FEES
Application Fee*	20.00	na
Saturday Farmers' Market reserved spaces:		
Large space	572.00	na
Large space - Senior** or Youth*** rate	416.00	na
Small space	364.00	na
Small space - Senior** or Youth*** rate	286.00	na
Farmers' Market unreserved spaces:		
Large space - per day (same for 2nd space)	22.00	na
2nd space)	16.00	na
Small space - per day (same for 2nd space)	14.00	na
Small space - Senior** or Youth*** rate per day (same for 2nd)	11.00	na

WEEKDAY FARMERS' MARKET (17)	2022 IN CITY FEES	2022 OUT OF CITY FEES
Application Fee*	20.00	na
Weekday Farmers' Market reserved spaces:		
Space	204.00 (\$12.00/day)	na
Space - Senior** or Youth*** rate per day	170.00 (\$10.00/day)	na
Weekday Farmers' Market unreserved spaces:		
Space - per day	12.00	na
Space - Senior** or Youth*** rate per day	10.00	na

MISCELLANEOUS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Registration for Farm Programming	5.00 - 100.00	na
Information Table - Application Fee	10.00	na
Information Table space - per day	10.00	na
Prepared Food Vendor/Food Trucks/Pushcarts	7.0% of gross proceeds	na
Mushroom Inspection per occurrence	5.00	na

* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market: Verifying application information, vendor newsletter, and being added to the Market mailing list.

** Senior rate applies only if all vendors on contract are 60 years of age or older

*** Youth rate applies only if all vendors on contract are 16 years of age or younger

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

NON-REVERTING FUND		
GARDENS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Willie Streeter Gardens***		
large plots (10' x 20')	75.00	87.00
small plots (10' x 10')	40.00	47.00
raised beds (10' X 10')	40.00	47.00
Garden clearing fee - large plots	60.00-120.00	na
Garden clearing fee - small plots	30.00-60.00	na
Garden clearing fee - raised beds	30.00-60.00	na
Supplemental Services	25.00-75.00	na
Rev. Butler Park Gardens***		
large plots (avg 140 sq. ft.)	53.00	62.00
small plots (avg 95 sq. ft.)	40.00	47.00
raised beds	40.00	47.00
Supplemental Service	25.00-75.00	na
Switchyard Park Gardens***		
raised beds	40.00	47.00
Garden clearing fee - raised beds	30.00-60.00	na
Supplemental Service	25.00-75.00	na
STAGE RENTAL	2022 IN CITY FEES	2022 OUT OF CITY FEES
Waldron, Hill, and Buskirk Park		
Category I* without lights	100.00 per day	na
Category I* with theatrical lights	125.00 per day	na
Category II* without lights	125.00 per day	na
Category II** with theatrical lights	156.00 per day	na
Deposit on stage rental - refundable	50.00	na
Rehersal Fee	25.00/per hour	na
Switchyard Park Stage Rental		
See page #16		
PROGRAMS/CLASSES	2022 IN CITY FEES	2022 OUT OF CITY FEES
SPECIAL EVENTS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Special Events & Classes	0-200.00	na
A FAIR OF THE ARTS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Application Fee	15.00	na
Booth Space	45.00-60.00	na
HOLIDAY MARKET ARTS FAIR	2022 IN CITY FEES	2022 OUT OF CITY FEES
Application Fee	20.00	na
Booth Space - Indoor 6x8'	65.00	na
Booth Space - Indoor 4x6'	60.00	na
Booth Space - Outdoor 10x10'	55.00	na
Electricity w/Booth Space	10.00	na

* Category I - Not-for-Profit groups (must provide proof of 501 © 3 status at time of rental)

**Category II - Profit making groups/all other groups

*** Community Garden Plots will be discounted by 50% for gardeners who have already rented a plot and would like an additional plot after June 30, 2022.

BLOOMINGTON PARKS & RECREATION

No changes

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

NON-REVERTING FUND		
	2022 IN CITY FEES	2022 OUT OF CITY FEES
MOBILE STAGE RENTAL		
Mobile Stage rental		
without lights - Category I*	750.00/day +375.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
with theatrical lights - Category I*	1,000.00/day +500.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
without lights - Category II**	1,000.00/day +500.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
with theatrical lights - Category II**	1,250.00/day +625.00 deposit	na
Stage Supervisor***	20.00 - 30.00***	na

***STAGE SUPERVISOR MANDATORY WITH ALL MOBILE STAGE RENTALS

***FEE IN RANGE TO BE DETERMINED BY EVENT & STAFFING AVAILABILITY

	2022 IN CITY FEES	2022 OUT OF CITY FEES
OTHER RENTAL		
Stage Platforms		
for 7 platforms	365.00/day +185.00 deposit	na
single platform	60.00/day +75.00 deposit	na
Risers (small platforms)		
6 platforms	365.00/day +185.00 deposit	na
single platform	60.00/day +75.00 deposit	na
Stairs	\$50.00/day + \$25.00 deposit	na

* Category I - Not-for-Profit groups (must provide proof of 501(c)3 status at time of rental)

**Category II - Profit making groups/all other groups

Groups are responsible for transporting and set up.

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: FRANK SOUTHERN ICE ARENA

Cost Recovery Goal = 75%

GENERAL FUND		
USER FEES FACILITY RENTAL	2021/2022 IN CITY FEES	2021/2022 OUT OF CITY FEES
Public Skating (ages 4 and under FREE)	6.00	na
Skate Rental	3.00	na
Economy Pass (10 admissions)	54.00	na
Group Rates - Skates included	5.00	na
Group Rates - Skates excluded	4.00	na
Drop-In Hockey (formerly Stick & Puck)	10.00	na
Skate Sharpening		
Drop off	6.00	na
New Skates	10.00	na
Immediate service	7.00	na
Rink Rental (per hour)	230.00	na
 Prime Time (8 a.m. - 11 p.m.)	230.00	na
 Non Prime Time	220.00	na
Birthday Party Room (flat fee)	60.00	na
Birthday Party Room Package (10 adm w/skates)	100.00	na
Ice Show Performers	40.00	na

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2021/2022 IN CITY FEES	2021/2022 OUT OF CITY FEES
Men's League 12 games & 1 tournament	170.00	185.00
Group Lessons/per participant - The Skating School	(fall 2019) 80.00	(fall 2019) 90.00
Hockey Initiation	55.00	60.00
Youth Hockey - Cubs	175.00	190.00
Youth Hockey - all others	260.00	275.00
Special Events	2.00 - 100.00	na

Concessions Services	2019/2020 IN CITY FEES	2019/2020 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: GOLF SERVICES

Cost Recovery Goal = 85%

GENERAL FUND			
GREEN FEES/SEASON PASSES	2022		2022
OTHER	IN CITY	FEES	OUT OF CITY FEES
Cascades Special – 18 Holes & Cart		35.00	na
Green Fees		22.00	na
Green Fees - 9 holes		15.00	na
Twilight Green Fees		20.00	na
League play Green Fees		13.00	na
Adult season pass		550.00	590.00
Spouse season pass		220.00	250.00
Family season pass		800.00	900.00
Senior (age 62+) season pass		500.00	540.00
Senior Spouse (age 62+) season pass		220.00	250.00
Junior season pass (18 and under)		220.00	250.00
Student 18 over Valid Student ID		400.00	425.00
9-hole/10 play pass - each visit is one play		130.00	130.00
18-hole/10 play pass - each visit is one play		185.00	185.00
Locker rental (includes sales tax)		100.00	100.00
Range Balls - per bucket (large and small)		6.00 and 4.00	na
20 Bucket Range Ball Pass		100.00	na
Cart rental - per person - 9 holes		7.50	na
Cart rental - per person - 18 holes		15.00	na
Spectator cart rental - 9 holes		10.00	na
Spectator cart rental - 18 holes		25.00	na
Tournament Fee		30.00	na
Tournament/Outings - per person varies by number of players & format		13.00 - 40.00	na
Senior (age 62+) Green Fees Monday-Thursday		20.00	
Student Green Fee - with student I.D. Monday-Thursday		20.00	na
Family Green Day Fee - Sunday after 3pm 1 adult and 1 child (under 15 years of age play free)		15.00	
2021 Pine 9 Special – with cart		1.00 per hole	na
NON-REVERTING FUND			
CLUBHOUSE RENTAL PROGRAMS/CLASSES	2022		2022
SPECIAL EVENTS	IN CITY	FEES	OUT OF CITY FEES
Banquet Room per any day of the week		400.00	na
Banquet Room per hour any day of the week		50.00	na
Banquet Room per day with golf outing event		100.00	na
Conference Room any day of the week		150.00	na
Conference Room per hour any day of the week		25.00	na
Junior Golf Camp		90.00	100.00
Group Golf Clinics		20.00	25.00
League Fees		5.00 - 25.00	na
Tournament Entry		15.00 - 50.00	na
Prize Fund		1.00 - 15.00	na
Concessions Services	IN CITY	FEES	OUT OF CITY FEES
Concession items		.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

No Changes

PROGRAM UNIT: NATURAL RESOURCES

Cost Recovery Goal = 20%

NON-REVERTING FUND		
LAUNCH PERMITS BOAT/CANOE RENTAL/MISC PROGRAMS/CLASSES SPECIAL EVENTS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Launch Permits:		
Annual - non-motorized	80.00	na
2nd annual - non-motorized	20.00	na
Daily permit	8.00	na
Canoe/Boat rental:		
Per hour	8.00	na
10 pass	70.00	na
Late Fee (all boats returned after closing hours)	20.00	na
Misc./life jacket rental	1.00	na
Life jacket rental	1.00	na
Replacement fee (lost, stolen, damaged items - such as life jackets and paddles does not include boats)	50.00	na
Educational Programs:		
Private groups	25.00/hr (up to 15 persons)	na
Individual - depending on program	0.00 - 50.00/hr	na
Wapehani Cycling events:		
1 to 100 participants	100.00	na
over 100 participants	1.00 each	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: OPERATIONS SERVICES

Cost Recovery Goal = 5%

NON-REVERTING FUND		
SHELTER RENTAL	2022 IN CITY FEES	2022 OUT OF CITY FEES
Small picnic shelter: (weekdays M-Th)		
Bryan-Henderson	56.00	na
Bryan - North	56.00	na
Building Trades	56.00	na
RCA	56.00	na
Small picnic shelter: (weekends & holidays)		
Bryan-Henderson	59.00	na
Bryan - North	59.00	na
Building Trades	59.00	na
RCA	59.00	na
Large Picnic Shelter: (weekdays M-Th)		
Bryan - Woodlawn	69.00	na
Winslow Woods	64.00	na
Lion's Den (Upper Cascades)	69.00	na
Sycamore (Lower Cascades North)	79.00	na
Waterfall (Lower Cascades South)	69.00	na
Young Pavilion (Olcott Park)	69.00	na
RCA Group	64.00	na
Switchyard Park	75.00	na
Large Picnic Shelter: (weekends & holidays)		
Bryan - Woodlawn	84.00	na
Winslow Woods	74.00	na
Lion's Den (Upper Cascades)	84.00	na
Sycamore (Lower Cascades North)	94.00	na
Waterfall (Lower Cascades South)	84.00	na
Young Pavilion (Olcott Park)	84.00	na
RCA Group	74.00	na
Switchyard Park	90.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: SWITCHYARD PARK

Cost Recovery Goal = ?

NON-REVERTING FUND		
SWITCHYARD PARK	2022 IN CITY FEES	2022 OUT OF CITY FEES
Pavilion		
Rental (per 4 hour time block) (weekdays M-Th)	250.00	na
Rental (per 4 hour time block) (weekends & holidays)	350.00	na
Rental (per day) (weekdays M-Th)	500.00 +250.00 deposit per day	na
Rental (per day) (weekends & holidays)	700.00 +350.00 deposit per day	na
Projector/screen use (per day)	50.00	na
Pavilion Lawn (per day)		
Rental (weekdays M-Th)	90.00	na
Rental (weekends & holidays)	120.00	na
Pavilion Patio Set-up	100.00	
Alcohol Service Inside Charge	50.00	
Alcohol Service Outside (patio only)	100.00	
North Activity Lawn (per day)		
Rental (weekdays M-Th)	90.00	na
Rental (weekends & holidays)	120.00	na
South Activity Lawn (per day)		
Rental (weekdays M-Th)	90.00	na
Rental (weekends & holidays)	120.00	na
Main Stage and Performance Lawn (per day)		
Hourly Practice Use (per hour)	50.00	
Category I* - w/o theatrical lighting***	250.00 +125.00 deposit per day	na
Category II** - w/o theatrical lighting***	400.00 +200.00 deposit per day	na
Secondary Performance Lawn rental (per day)		
Rental (weekdays M-Th)	90.00	na
Rental (weekends & holidays)	120.00	na
Gardens see page #10 for garden rental		
Shelters see page #15 for picnic shelter rental		

ALL RENTALS OVER 100 PEOPLE, USING ADDITIONAL PHYSICAL INFRASTRUCTURE, OR ALCOHOL CONSUMPTION MAY ALSO REQUIRE A SPECIAL USE PERMIT AND ADDITIONAL COSTS

* Category I – Not-for-Profit groups (must provide proof of 501c3 status at time of rental.

** Category II – Profit making groups /all other groups

*** May require renter to provide security and/or sound tech ***

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

NON-REVERTING FUND		
MEMBERSHIPS/RENTALS	2022 Daily	2022
Memberships*		
Daily: 6 & under	N/C	
Daily fee for ages 7 to 18 and 62+	7.00	
Daily fee for ages 18 and over	8.00	
Adult (direct debit) monthly		35.00
Student (direct debit) monthly		30.00
Senior (direct debit) monthly		30.00
Two Person (direct debit) monthly		55.00
Two Senior (direct debit) monthly		45.00
Family (direct debit) monthly		65.00
Adult monthly		40.00
Student monthly		30.00
Senior monthly		35.00
Two Person monthly		60.00
Two Senior monthly		50.00
Family monthly		70.00
Adult 6 Month PIF		200.00
Student 6 Month PIF		155.00
Senior 6 Month PIF		175.00
Two Person 6 Month PIF		300.00
Two Senior 6 Month PIF		250.00
Family 6 Month PIF		350.00
Adult 12 Month PIF		360.00
Student 12 Month PIF		270.00
Senior 12 Month PIF		315.00
Two Person 12 Month PIF		540.00
Two Senior 12 Month PIF		450.00
Family 12 Month PIF		630.00
COB Employee Rate - Adult - (direct debit)	n/a	* 27/month
COB Employee Rate - 2 Adult - (direct debit)	n/a	* 42/month
COB Employee Rate - Family - (direct debit)	n/a	* 49/month
COB Employee Rate - Adult - 6 Month PIF	n/a	150.00
COB Employee Rate - 2 Adult - 6 Month PIF	n/a	225.00
COB Employee Rate - Family - 6 Month PIF	n/a	263.00
COB Employee Rate - Adult - 12 Month PIF	n/a	270.00
COB Employee Rate - 2 Adult - 12 Month PIF	n/a	405.00
COB Employee Rate - Family - 12 Month PIF	n/a	473.00
Pro-rated fee for 2 Adult/Family		2.00 - 54.00
CITY ID needed as verification of employment. COB rate is for employees with benefits only.		
RENTALS	IN-CITY	OUT OF CITY
Court competitions, per court. Renter has option of keeping the admissions revenue.	40.00/court	na
Court Practice - full court	30.00/court	na
Court Practice - full court bulk use	25.00/court	na
Full Court Volleyball with set-up	35.00/court	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

NON-REVERTING FUND		
PROGRAMS/CLASSES	2022 IN CITY FEES	2022 OUT OF CITY FEES
Basketball Leagues		
*Season I	75.00/player	na
*Season II	85.00/player	na
*Season III	85.00/player	na
*Late Registration Fee	10.00	na
Basketball Clinics	25.00-80.00	na
COURT/FIELD RENTAL - PER HOUR	2022 IN CITY FEES	2022 OUT OF CITY FEES
Turf Field - Summer (Apr - Sept)	70.00/hour	na
Turf Field - Regular (Oct - March)	100.00/hour	na
PARTIES	2022 IN CITY FEES	2022 OUT OF CITY FEES
Party Room	45.00/hour	na
Party Room Rental w/court use	70.00/hour	na
Party Room Rental w/turf (Apr-Sept)	105.00/hour	na
Party Room Rental w/turf (Oct-Mar)	130.00/hour	na
Party Room Rental w/studio A or B	80.00/hour	na
ROOM RENTALS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Entire Lower Level	155.00/hour	na
Studio A	65.00/hour	na
Studio B	60.00/hour	na
Program Room	45.00/hour	na
FACILITY RENTAL - PER HOUR	2022 IN CITY FEES	2022 OUT OF CITY FEES
6 FT Rectangle Table	6.00/day	na
8 FT Rectangle Table	7.00/day	na
60" Round Table	8.00/day	na
Folding Chairs (white plastic, padded or non-padded)	1.00/day	na
these furnishings are available for TLRC facility rental use only		
CONCESSIONS SERVICES	2022 IN CITY FEES	2022 OUT OF CITY FEES
Concession items	.25 - 30.00	na

BLOOMINGTON PARKS & RECREATION

No changes

PROGRAM UNIT: TLRC FITNESS

Cost Recovery Goal = 100%

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Instructional classes - depending on class type	5.00 - 200.00	na
Personal Training	130.00 - 895.00	na
Group Fitness classes	10.00 - 100.00	na
Private Fitness classes	50.00 - 300.00	na
Punch Passes	7.00 - 60.00	na
Fitness assessments	5.00 - 50.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: YOUTH PROGRAMS

Cost Recovery Goal = 50%

Allison-Jukebox Community Center

NON-REVERTING FUND

	2022 IN CITY FEES	2022 OUT OF CITY FEES
FACILITY RENTAL		
All Allison Jukebox rentals require a 50% deposit		
Activity rooms (two available)	per hour	per hour
Category A*	35.00	na
Category B**	45.00	na
Category C***	55.00	na
Restroom only with park use	per hour	per hour
Category A*	30.00	na
Category B**	40.00	na
Category C***	50.00	na
Whole Building	per hour	per hour
Category A*	55.00	na
Category B**	65.00	na
Category C***	85.00	na

*CATEGORY A = Parks department/City departments/MCCSC

**CATEGORY B = Not-for-profit groups/Parks department affiliates

***CATEGORY C = Private use

	2022 IN CITY FEES	2022 OUT OF CITY FEES
PROGRAMS/CLASSES SPECIAL EVENTS		
Kid City Camps*	per week	per week
Kid City Original	180.00	185.00
Kid City Quest	180.00	185.00
CIT program - grades 8 - 10 (2 week sessions)	175.00	180.00
Kid City Break Days - per day**	40.00-45.00	45.00-50.00
Programs/Classes/Special Events	1.00-300.00	1.00-300.00

* a non-refundable deposit of \$35/session/child is due at time of registration - deposit is applied to session fee

** a \$5.00 late fee will be assessed for Break Days late registrations beginning August 2020

BLOOMINGTON PARKS & RECREATION

No changes

PROGRAM UNIT: MISCELLANEOUS

GENERAL FUND		
MISCELLANEOUS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Application Fee - Fee Waiver	5.00	na*
Return Check Fee	20.00	na

* Out-of-City residents are not eligible to receive Fee Waivers

NON-REVERTING FUND		
MISCELLANEOUS	2022 IN CITY FEES	2022 OUT OF CITY FEES
Health/Wellness services	5.00 - 60.00	na
Late registration fees		
Programs with fees \$50.00 or less	5.00	na
Programs with fees \$50.01 - \$149.99	10.00	na
Programs with fees \$150.00 or more	25.00	na
Transaction fees		
Admission/Entry fees	.10 - .50	na
Registration/Player fees	1.00 - 2.00	na
Membership/Team fees	na	na
Program fees		
Programs under \$10.00	0.50	na
Programs over \$10.00	1.00	na
Fitness in the Park Permit	10.00/hr	na
Advertising	400-30,000	na
Sponsorship	100-5,000	na
Permit Processing fees		
Category A*	0.00	na
Category B**	10.00	na
Category C***	15.00	na
Category D****	30.00	na
Category E*****	150.00	na
Application Fees	25.00	na
Vending Fees	\$25 non-profit \$35 profit	na
Alcohol Permit Fee (Approval required)	\$200 or 10% gross whichever is higher	na
Damage Deposit (refundable)	75.00	na
Return Check Fee	20.00	na

* Category A - Parks department/City departments/MCCSC

** Category B - Not-for-Profit groups/department affiliates

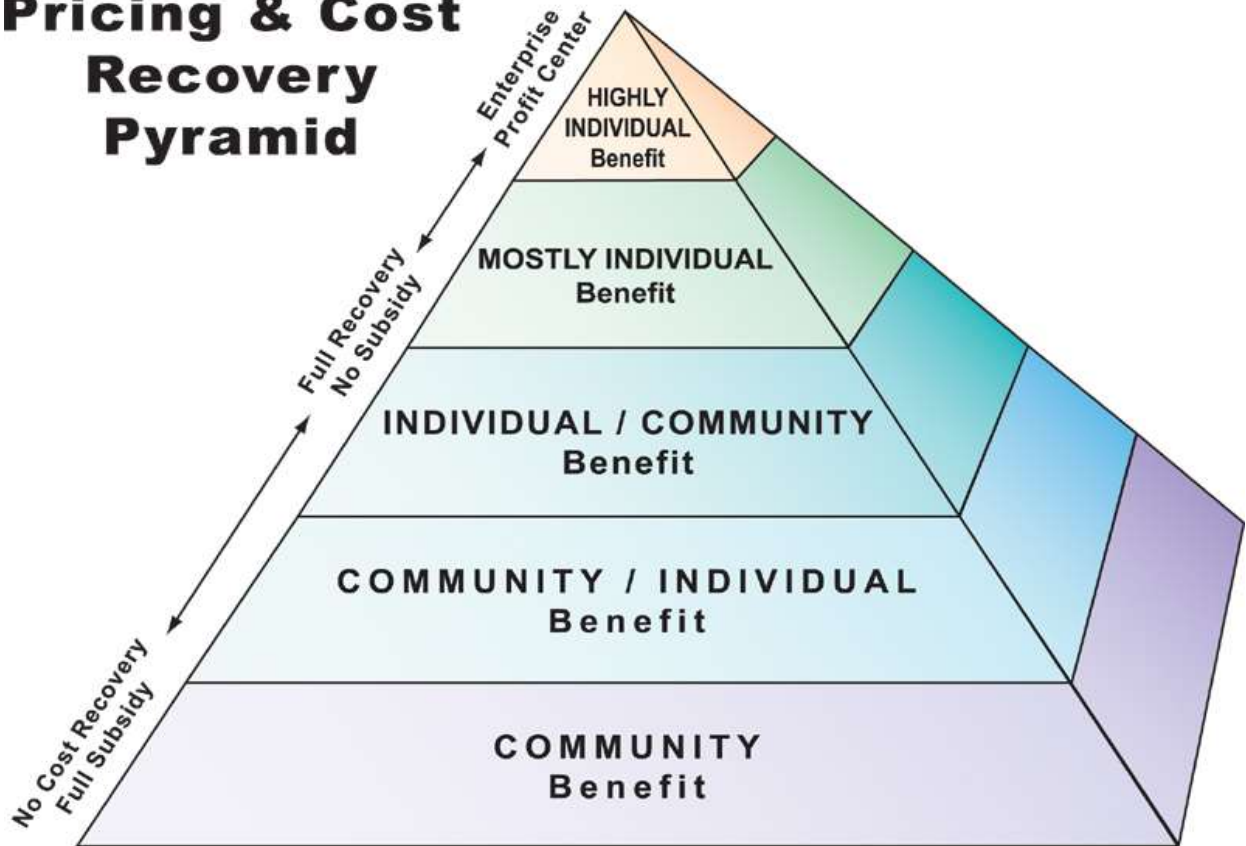
***Category C - Private use - City residents

****Category D - Private use - Out-of-City residents

*****Category E - Special Event - for large-scale special events, department staff will determine which events fall under this category, based on size, scope and nature of event.

A fee will be negotiated to any fund-raising or profit making venture based on type, price and volume of product being sold, with final approval by the department Administrator.

Pricing & Cost Recovery Pyramid



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STAFF REPORT

Agenda Item: C-3
Date: 10/14/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Program Manager
DATE: October 19, 2021
SUBJECT: 2021 AQUATIC UPDATE REPORT

Recommendation

This report is for information only.

Background

The Power Point presentation includes several aspects of the Bryan Pool and Mills Pool operations from finances, hours of operation, duration of season, number of privates pool rentals, employee trainings and user groups.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Dee Tuttle". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Dee Tuttle
Sports Program/Facility Manager



STAFF REPORT

Agenda Item: D-2
Date: 10/14.2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: October 19, 2021
SUBJECT: BRAVO AWARD—GARRETT MIDDLETON

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Garrett Middleton with this month's Bravo Award. This is in recognition of his continued volunteer efforts over the past two years with the Park Ambassador program.

Background

Garrett Middleton currently serves as our Park Ambassador for Lower Cascades Park, and he has been volunteering with the Park Ambassador program since early 2019. Garrett originally served as the Ambassador for Broadview Park from May 2019 to April 2021, before switching over to Lower Cascades Park earlier this year. Garrett will continue to serve as a Park Ambassador through at least April 2023, though we would certainly be happy to have him continue beyond that, as well! We are very grateful for his consistent visits and reporting that contribute to the safety and enjoyment of our parks. Over the past two years, Garrett has logged over 41 hours of volunteer service with our department, and we appreciate his time and effort.

We are incredibly grateful to Garrett for his help as a volunteer and his service to the Park Ambassador program. The Bloomington Parks and Recreation is proud to recognize Garrett as this month's Bravo Award recipient.

RESPECTFULLY SUBMITTED,

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

Sarah Owen, Community Relations Coordinator