



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/91558952576?pwd=cWFZSEZWOUpwOGEvK1lSWGoZSG1CZz09>

Meeting ID: 915 5895 2576	Passcode: 161746	Dial by your location
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AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, November 16, 2021 4:00 – 5:30 p.m.

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of October 13, 2021 Special Meeting and the October 19, 2021 Regular Meeting
- A-2. Approval of Claims Submitted October 20, 2021 – November 15, 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. Approval of 2021 service agreement with Southside Rentals
- A-8. Approval of 2022 service agreements in Sports Division
- A-9. Review/Approval of contract with EACI for mold remediation at Leonard Springs
- A-10. Review/Approval of contract with Indiana Door & Hardware for installation of Griffy restroom doors
- A-11. Review/Approval of contract with BCA Environmental Consultants for Switchyard coal ash removal

B. Awards and Introductions

- B-1. Bravo Award
- B-2. Parks Partner Award
- B-3. Staff Introductions Jaylynn Burney – Banneker Community Center
Program Specialist

C. OTHER BUSINESS

- C-1. Review/Approval of tree appeal at Bryan Park (Erin Hatch)
- C-2. Review/Approval of contract with Miracle for Waldron, Hill and Buskirk
Park playground (Barb Dunbar)
- C-3. Review/Approval of contract with Winterland Rentals (Leslie Brinson)
- C-4. Review/Approval of 2022 Price Schedule (Division Directors)

D. REPORTS

- D-1. Operations Division - Goat Farm project update (Tim Street)
- D-2. Recreation Division - no report
- D-3. Sports Division - no report
- D-4. Administration Division - no report

E. PUBLIC HEARINGS/APPEARANCES

E-1. Public Comment Period

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).*



A-1

11-16-2021

Board of Park Commissioners
Meeting Minutes

Wednesday, October 13, 2021
4:00pm – 5:00pm

Zoom Meeting

CALL TO ORDER - ROLL CALL

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

A. OTHER BUSINESS

A-1. Hear an appeal of proposed tree removal at 301 East 15th Street, Bloomington, IN.

Erin Hatch, Urban Forester Sarah Coletti appealed the posted tree removal located at 301 E 15th Street. Bloomington Public Works Department reached out to the Parks and Recreation Department for evaluation and advice on a Silver Maple tree located at the site that had caused significant sidewalk lifting. The sidewalk was a potential trip hazard to pedestrians and complaints regarding condition of the sidewalk had been received. Staff recommended denying the tree appeal and allow removal of the tree to move forward.

Board Comments: Kathleen Mills inquired: if the location was at 301 West 15th Street or 301 East 15th Street. Erin Hatch responded: the correct location was 301 East 15th Street. Kathleen Mills inquired: if repairs to the sidewalk could be made without causing damage to the root system of the tree. Erin Hatch responded: the sidewalk was under 6' and the tree was a 33" Silver Maple. The sidewalk was lifting due to the tree having outgrown the allotted space. The tree was in alright condition, but not thriving condition. Due to the restricted growth space, even without repairs, the tree would mostly likely become a problem tree in a few years. Public Works and Parks had discussed the possibility of grinding the sidewalk. Due to height threshold a full repair would be required. The repair would cause significant damage to the root system, which could lead to stability issues.

Sarah Coletti, Appellant an Indiana University graduate student in the O'Neill MPA program. Sarah lived at 1120 N. Lincoln Street one house north of the tree located at 301 E 15th. The reason for the scheduled tree removal was allegedly due to infrastructure conflict. Physically looking at the tree it was old, but it still had plenty of life left. Older trees especially those with such great size served as carbon sinks. Sarah had worked for the Bloomington Public Works Department as an intern, and wondered if a bump out could be made around the tree. Sarah asked the Board to reconsider the decision to remove the tree.

Board Comments: Kathleen Mills inquired: on what a bump out was. Joe VanDeventer, Director of Street Operations responded: there had to be 4' of unimpeded directional travel and with the size of the tree that would not obtainable. A bump out would not work at the location. Jim Whitlatch inquired: if the lifting of the sidewalk farther away from the tree was caused by the tree or a different issue. Erin Hatch responded: there was significant lifting adjacent to the tree as well as farther down the sidewalk. The way tree roots grow, most likely both areas were caused by the tree. Jim Whitlatch inquired: when was the sidewalk scheduled for repair. Joe VanDeventer responded: the sidewalk repair would be in 2022, barring any unforeseen issues. Jim Whitlatch inquired when the tree would be removed. Erin Hatch responded: the notice stated the tree would be removed in 30 days. If a tree of higher hazard or risk would be identified, they would be removed before this tree. Jim Whitlatch commented: we need to think about the welfare of the community as well as the welfare of the tree. Sidewalks in this condition can be dangerous and cause injury to people. We need to have safe sidewalks and with the retaining wall there doesn't appear to be another solution. Jim Whitlatch inquired: when would a replacement tree be planted, and was there a carbon effect when the leaves are off a tree. Erin Hatch

responded: a replacement tree would be planted the next planting season after the site is vacant. Trees do act as carbon storage even when the leaves are off. Israel Herrera inquired: if the notice posted on the tree was the only notice given to the public, and were there any other public comments received regarding the removal of the tree. Erin Hatch responded: the current method was posting of a notice on the tree. Notices were not mailed out, and visits were not made to the homes in the surrounding areas. Israel Herrera inquired: what time frame of the week were trees removed. Erin Hatch responded: tree removal were conducted during normal city employee work days.

Jim Whitlatch made a motion to deny the appeal and let the tree removal go forward based upon safety concerns, the age of the tree, the damage that had been done to the sidewalk and the damage that may continue to occur. Israel Herrera seconded the motion. Vote taken: motion unanimously carried 3-0

The Board thanked Sarah Coletti for bring the appeal before them.

A-2. Review of encroachment on B-Line Trail at 2605 South Kendall Drive, Bloomington, IN.

Tim Street, Operations and Development Division Director in May 2021, staff was informed a new set of wooden stairs had been built onto city property, connecting 2605 S Kendall Dr. with the B-Line “bypass” Trail. The property owners had not advised the department of their plans to replace a set of existing stairs. The property owners were notified an encroachment agreement would need to be approved by the Board of Park Commissioners for the stairs to remain. The property owners were unaware of the encroachment process and property lines issues. Staff did not wish to create a precedent that would allow individual encroachments along the B-Line Trail, but recommended approval on the encroachment based on the presence of the pre-existing staircase that were improved. If approved, the property owners would sign the encroachment agreement and it would be recorded with the property through the County Recorder’s office.

Board Comments: Kathleen Mills inquired: if the property line was occasionally marked. Tim Street responded: the property line being discussed was very detailed and further location of boundary was not necessary. Jim Whitlatch inquired: who was obligated to maintain the stairs. Tim Street responded: the property owner would be responsible for maintaining the stairs. Jim Whitlatch inquired: what would happen if the stairs were not maintained to city standards or they did not meet codes and requirements. Tim Street responded: since individual properties tended to change ownership, the encroachment would be recorded as part of the property and would be included with future sales. The Department reserves the right to remove or have a structure removed, if the structure is not maintained or is deemed unsafe. Jim Whitlatch inquired: if the Department would have any jurisdiction if the stairs remained completely on private property. Tim Street responded: not if the stairs themselves remained on private property. The encroachment comes into play only when improvements are made on public property, not just access to it. Jim Whitlatch inquired: if the gravel was put down by the property owner or the department. Tim Street responded: the gravel was put down as part of the encroachment, and would be reported as such. It would need to be maintained in a safe fashion. Jim Whitlatch inquired: if the Department reserved the right to have the stairs removed with or without cause. Tim Street responded: he would need to research the question. Jim Whitlatch inquired: if indemnification language was included in the agreement, as well as insurance requirements. Daniel Dixon, Assistant City Attorney responded: indemnification was included in the agreement, but not a specific insurance requirement for individual homeowner agreements. Israel Herrera inquired: how was the department notified of the new stairs, and how was the property owner notified of the issue. Tim Street responded: the department received notification from a U-report, and a letter was mailed to the property owners. Israel Herrera inquired: if the stairs were ADA compliant, and if any family members were disabled. Nikota Braun, Property Owner responded: to her knowledge, there was no one in her family or the neighboring house with disabilities. There neighbor’s children used the stairs, and the safety of the children was partially what motivated them to improve the stairs. Kathleen Mills inquired: if Nikota Braun knew the age of the original stairs. Nikota Braun responded: she did not, as they just purchased the house in July 2020. The previous owner had been unable to provide information regarding the stairs. Israel Herrera inquired: if any grass had been removed. Nikota Braun responded, it had been a dirt path. They had request the gravel be put only at the bottom of the step, but it had been extended all the way to the trail. Israel Herrera inquired: if any other complaints or concerns were received regarding the stairs. Tim Street responded: the U-report stating that stairs had been built along the B-Line was the only notification that had been received.

Jim Whitlatch inquired: if these stairs were built to code. Tim Street responded: he was unsure, but they appear to be.

Jim Whitlatch inquired: if the risers were prebuilt. Nikota Braun responded: she was unsure, but did not think so. Jim

Whitlatch inquired: if the stairs had to meet ADA requirements. Tim Street responded: there were other options to access the trail that should meet ADA requirements.

Jim Whitlatch made a motion to approve the encroachment agreement, with the modification that the Department can request the stairs be removed at any time, with or without cause. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

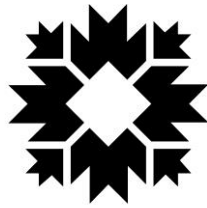
ADJOURNMENT

Meeting adjourned at 4:54 p.m.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners



CITY OF BLOOMINGTON
Parks and Recreation

A-1

11-16-2021

Board of Park Commissioners
Meeting Minutes

Tuesday, October 19, 2021
4:00pm – 5:30pm

Zoom Meeting

CALL TO ORDER - ROLL CALL

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

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

Ellen Rodkey made a motion to approve the consent calendar A-1 through A-15. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B. OTHER BUSINESS

B-1. Review/Approval of Contract with Bynum Fanyo & Associates, Inc. for Olcott Park Channel Stabilization Design

Tim Street, Operations and Development Division Director, on the north side of Olcott Park, there were erosion and sedimentation problems at an opened stormwater channel. Staff recommended approval of the contract with Bynum Fanyo & Associates to perform hydraulic computations to determine quantity and

velocity of storm flow affecting the channel, and develop design plans for implementing long-term erosion control measures. Total cost of project was not to exceed, \$9,084 and would be funded from Operations General Fund.

Ellen Rodkey made a motion to approve the contract with Bynum Fanyo & Associates, Inc. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-2. Review/Approval of Contract with Milestone Contractors, LP for Bryan Park Trail Improvement Project

Tim Street, Operations and Development Division Director: to maintain trails in good working conditions, staff wished to have improvements made to the perimeter trail at Bryan Park. Staff recommended approval of the contract with Milestone to provide material, labor, and equipment necessary to complete the project. Project would include erosion control, tree protection, selective demolition and reconstruction of asphalt paths, asphalt crack repair, asphalt overlay, and boardwalk constructions. Total project was not to exceed \$191,500 and would be paid from the General Obligation Bond Series C.

Board Comments: *Kathleen Mills inquired:* a tree has been placard for removal. Would any trees need to be removed for the project? *Tim Street responded:* No trees would need to be removed for the project. There are two hazard trees that need to be removed. These trees are in poor health, and not appealable. *Kathleen Mills inquired:* if traffic pattern will be changed. *Tim Street responded:* traffic patterns will not be changed. *Ellen Rodkey inquired:* if there were plans to connect the southwest corner of the trail to the sidewalk. *Tim Street responded:* that had been taken under considerations, due to drainage issues that connection would not be made.

Ellen Rodkey made a motion to approve the contract with Milestone Contractors, LP. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-3. Review/Approval of Contract with Arsee Engineering, Inc. for Waldron, Hill and Buskirk Park Stage Inspection

Tim Street, Operations and Development Division Director due to recent observed cracking, staff wished to have a professional engineering inspection done on the Waldron, Hill, and Buskirk Park stage. Staff recommended approval of the contract with Arsee Engineering, Inc. Contractor would perform a one-day condition assessment of the bandstand structure and stage slab. Arsee Engineering would provide a brief written report summarizing observations and repair recommendations. Total project not to exceed \$3,500 and would be funded from Operations General Fund.

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

B-4. Review/Approval of Service Agreement with Indiana Door & Hardware Specialists, Inc.

Agenda item B-4 was removed from the agenda.

B-5. Review/Approval of a Contract Addendum with Eco Logic, LLC for Switchyard Park

Joanna Sparks, City Landscaper in March 2021, Bloomington Parks and Recreation Department entered into an agreement with Eco Logic LLC to perform invasive plant management and native planting maintenance at Switchyard Park. Staff wished to add additional services to the scope of work. Both parties mutual agreed to addend the Agreement to reflect; Contractor would provide remediation of the larger bioswale-biorention stormwater BMP located south of the Switchyard Park on the west side of the B-line trail. Staff recommended approval of the Addendum with Eco Logic LLC. Additional compensation not to exceed \$11,720 and would be funded from Landscaping General Fund.

Board Comments: *Jim Whitlatch inquired:* on the restoration project. *Joanna Sparks responded:* Eco Logic

has been working in Switchyard prior to construction. Eco Logic was the contractor hired by Weddle Brothers to implement the restoration of the Switchyard Park Construction Project. Eco Logic has been working throughout the park managing invasive species, reforestation, vegetation in the wetland area, the day lighted stream, along the Clear Creek corridor and in undeveloped areas.

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

B-6. Review/Approval of contract addendum with Eco Logic, LLC for Miller-Showers Park

Joanna Sparks, City Landscaper, in November of 2020, Bloomington Parks and Recreation Department entered into an Agreement with Eco Logic LLC to perform invasive plant management and native planting maintenance at Miller-Showers Park. Staff wished to add additional services to the scope of work. Both parties agreed to addend the Agreement to reflect; Contractor would provide remediation activities as suggested from a late summer 2021 report for the native plantings at Miller Showers Park. Staff recommended approval of the Addendum with Eco Logic LLC. Additional compensations not to exceed \$11,488 and would be funded from Landscaping General Fund.

Ellen Rodkey made a motion to approve the contract with Eco Logic, LLC for Miller-Showers Park. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0

B-7. Review/Approval of policy updates for Policy 1070 (History of Department) and Policy 4030 (Delineation of Responsibilities)

Leslie Brinson, Community Events Manager, updates made to Policy 1070 - History included the addition of two new Board Members to the list, Ellen Rodkey and Jim Whitlatch, as well as their term of service. Changes to Policy 4030 - Responsibilities included the update of the Youth Sports listing to reflect current programing offered in the area. Added a Switchyard Park description and Twin Lakes Recreation Center description.

Board Comments:

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-8. Review of 2022 Price Schedule

Paula McDevitt, Director the proposed 2022 Price Schedule Draft was for review only. The Board would have a month to review the document. The official 2022 Prices Schedule would be presented at the November 16, 2021 Board of Park Commissioners Meeting.

Becky Higgins presented Recreation Division proposed price changes for 2022

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

Under rental during operational hours: added 9am – 5pm for clarification of operational hours, increased Category C – kitchen from \$30 to \$40 and 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 form \$55 to \$50 and decreased Category C – 3rd floor from \$45 to \$40 and increased Category C – whole building from \$140 to \$150.

Community Events – April and November Farmers’ Market

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) and 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 and 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) and 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 and increased small space fee senior or youth from \$10 to \$11

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

Under Saturdays Farmers' Market Reserved Spaces: increased large space fee from \$567 to \$572, increase large space fee senior or youth from \$405 to \$416, increased small space fee from \$357 to \$364 and 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, and 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) and 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”.

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

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”.

Switchyard Park

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 and 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 and added alcohol service outside (patio only) \$100.

Under North Activity Lawn (per day): increased weekdays (M-Th) rental from \$75 to \$90 and increased weekend & holiday rental from \$90 to \$120.

Under South Activity Lawn (per day): increased weekdays (M-Th) rental from \$75 to \$90 and 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 and increased Category II w/o theatrical lighting from \$250 to \$400 and increased deposit from \$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 and removed line “Shelters see page #15 for picnic shelter rental”.

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

Under Programs/Classes Special Events: increased Kid City Original from \$175 to \$180 In-City and \$180 to \$185 Out-of-City and increased Kid City Quest from \$165 to \$180 In-City and \$170 to \$185 Out-of-City.

Board Comments: *Kathleen Mills inquired: if raising the shelter rentals would deter some from renting the spaces. Becky Higgins responded: It was supply and demand, and the demand was high. Jim Whitlatch*

inquired: how setup rates were determined. Becky Higgins responded: staffing needs and time required determines the rate.

John Turnbull, Sports Division Director present Sports Division price changes for 2022

Adult Sports – League Registrations, Tournaments, Tennis

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 and removed tennis tournament doubles A Team line.

Adult Sports/Youth Sports – Field Rentals, Player Fees, and Concessions

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.

Aquatics – Bryan Pool/Mills Pool – Admissions

Under Bryan Park Pool: increased individual season pass from \$50 to \$65 and increased Economy pass to \$85.

Under Mills Pool: increased individual season pass from \$50 to \$65 and increased Economy pass to \$85.

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

Under User Fees/Facility Rental: removed “Prime Time” and “Non-Prime Time” fees and changed to one fee only - \$230.

Golf Services – Green Fees, Season Passes, Facility Rental, Programs, Classes, and Special Event

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 and removed 2021 Pine 9 Special with cart.

Twin Lakes Recreation Center – Memberships, Rentals

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.

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

Under Parties: increased party room rental w/court use from \$65 to \$70.

Tim Street, Operations and Development Division Director present Operations Division price changes for 2022

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

Under Lot Sales: removed individual lots add “5’x4” to description of cremain lots and removed mausoleum niches for ashes.

Board Comments: Kathleen Mills commented: the season pool pass was a great deal. Ellen Rodkey inquired: if the ice rink rental hours that were removed, would be available by request. John Turnbull responded, they would still be available, but for efficiency sake the rental slots would be pushed up against each other to prevent open slots on the ice. Israel Herrera inquired: why the dramatic increase in tennis. John Turnbull responded: the number of hours for lessons had increased and MC Tennis offered a higher level of instruction than what had previously been offered.

Operations Services – Shelter Rentals

Under Shelter Rentals: rentals increased \$3, weekdays were changed from Monday through Friday to Monday through Thursday, small shelters (weekdays M-Th) increased from \$53 to \$56, small shelters (weekend & holidays) increased from \$56 to \$59, large shelters (weekdays M-Th) range increased from \$61-\$76 to \$64-\$79, large shelters (weekend & holidays) increased from \$71-\$91 to \$74-\$94 and removed Switchyard Park shelter rental lines.

C. REPORTS

C-1. Operations Division - none

C-2. Recreation Division - none

C-3. Sports Division - 2021 Aquatics Report

Dee Tuttle, Sports Program/Facility Manager presented the 2021 Aquatics Report

Admission

- Daily Admission – Bryan 24,685 down from pre-COVID 3 year average of 35,793/Mills 5,040 down from a pre-COVID 3 year average of 12,421
- Season Passes – 440 used at both pools
- 20 Punch Economy Pass – 237 used at both pools
- Bloomington Parks Camps – Bryan 1,352/Mills 735
- MCUM – Mills 525
- Boys and Girls Club – Bryan 434
- Total Admission – Bryan 27,148/Mills 6,299

Private Pool Rentals

- Bryan 25
- Mills 8

Lessons

- Parent Tot – 47
- Level I – 82
- Level II – 80
- Level III – 79
- Level IV – 63
- Level V – 50

Pre-Season Training – 93 hours

- Blood Born Patheoghs
- Pool Cleanups
- General Staff Training
- Spinal Injury
- Emergency Procedure Management
- Swim Instructor Orientation
- Customer Service
- Concessions staff Training

In-Service Training – 95 hours

- General Staff Training
- Emergency Procedure
- Spinal Injury Management
- Live Guarding and CPR Skills

Revenue

Bryan Pool – Actual \$220,289/Budgeted \$235,501 (includes concessions)

Bryan Pool Concessions – Actual \$39,362/Budgeted \$42,000

Mills Pool – Actual \$27,827/Budgeted \$29,600

Paula McDevitt, Director thanked Dee Tuttle for her leadership and despite all of the challenges providing a successful pool season in 2021.

C-4. Administration Division - none

D. PUBLIC HEARINGS/APPEARANCES

D-1. Public Comment Period – None

D-2. Bravo Award

Sarah Owen, Community Relations Coordinator presented Garrett Middleton with the October Bravo Award. Garrett had volunteered with the Parks Ambassador program since early 2019. Garrett originally served as the Ambassador for Broadview Park, before switching over to Lower cascades Park in early 2021. Garrett had logged over 41 hours of volunteer service. The Department was grateful for his consistent visits and reporting that contributed to the safety and enjoyment of the parks.

Garrett Middleton, Volunteer, thanked the Board for the opportunity. The Parks Ambassador program was a wonderful program for anyone who frequents the parks, enjoys interaction and likes to know what happens within the parks.

Board Comments: thanked Garret Middleton for his help as a volunteer and his service to the department.

D-3. Parks Partner Award - None

D-4. Staff Introductions - None

Paula McDevitt, Director stated: the Board of Park Commissioners next meeting would be held on Tuesday, November 16, 2021.

ADJOURNMENT

Meeting adjourned at 5:15 p.m.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners



Board of Park & Recreation Claim Register

Invoice Date Range 10/13/21 - 10/29/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53210 - Telephone										
1079 - AT&T	849494855100921	18- AT&T Long Distance Charges Sept/Oct	Paid by Check # 74634		10/19/2021	10/19/2021	10/29/2021		10/29/2021	19.34
Account 53210 - Telephone Totals									Invoice Transactions 1	<u>\$19.34</u>
Account 53910 - Dues and Subscriptions										
53273 - National Recreation & Park Association (NRPA)	12169 113021	18- NRPA Membership	Paid by EFT # 43479		10/19/2021	10/19/2021	10/29/2021		10/29/2021	1,625.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	<u>\$1,625.00</u>
Program 181000 - Administration Totals									Invoice Transactions 2	<u>\$1,644.34</u>
Program 181100 - Marketing										
Account 52420 - Other Supplies										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1507	18-A6 envelopes for thank you cards	Paid by EFT # 43366		10/19/2021	10/19/2021	10/29/2021		10/29/2021	24.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$24.00</u>
Account 53320 - Advertising										
1078 - Kamrex, INC (VFW Program)	263046	18-1/8 page ad in VFW Program	Paid by Check # 74647		10/19/2021	10/19/2021	10/29/2021		10/29/2021	129.50
Account 53320 - Advertising Totals									Invoice Transactions 1	<u>\$129.50</u>
Account 53910 - Dues and Subscriptions										
6705 - Power Net BNI	2021-22	18-Sarah Owen annual membership dues and room fees	Paid by EFT # 43489		10/19/2021	10/19/2021	10/29/2021		10/29/2021	789.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	<u>\$789.00</u>
Program 181100 - Marketing Totals									Invoice Transactions 3	<u>\$942.50</u>
Program 182001 - Aquatics - Bryan Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	9769369	18 - Pool Operating Supply	Paid by EFT # 43443		10/19/2021	10/19/2021	10/29/2021		10/29/2021	193.75
394 - Kleindorfer Hardware & Variety	716922	18 - Muratic adic for pools	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	21.96
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 2	<u>\$215.71</u>
Account 53510 - Electrical Services										
223 - Duke Energy	830037300101021	18- Electric Charges September	Paid by Check # 74605		10/13/2021	10/13/2021	10/13/2021		10/13/2021	2,830.81
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$2,830.81</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001102921	18-Water Sewer Charges September Acct 147187-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	505.91



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	200902-0011021	18-Water Sewer Charges Water Testing	Paid by Check # 74613		10/18/2021	10/18/2021	10/18/2021		10/18/2021	337.50
Account 53530 - Water and Sewer Totals Invoice Transactions 2										<u>\$843.41</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	125100ES	06-City Fac.-Natural Gas Commodity-September 2021 management fee	Paid by EFT # 43345		10/13/2021	10/13/2021	10/13/2021		10/13/2021	1.27
222 - Vectren	0250755166101221	18-Natural Gas September Bryan	Paid by Check # 74610		10/13/2021	10/13/2021	10/13/2021		10/13/2021	46.22
Account 53540 - Natural Gas Totals Invoice Transactions 2										<u>\$47.49</u>
Program 182001 - Aquatics - Bryan Pool Totals Invoice Transactions 7										<u>\$3,937.42</u>
Program 182002 - Aquatics - Mills Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	830037300101021	18- Electric Charges September	Paid by Check # 74605		10/13/2021	10/13/2021	10/13/2021		10/13/2021	21.26
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$21.26</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001102921	18-Water Sewer Charges September Acct 147187-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	87.41
Account 53530 - Water and Sewer Totals Invoice Transactions 1										<u>\$87.41</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	125100ES	06-City Fac.-Natural Gas Commodity-September 2021 management fee	Paid by EFT # 43345		10/13/2021	10/13/2021	10/13/2021		10/13/2021	1.27
222 - Vectren	5052408489100721	18-Natural Gas September Mills	Paid by Check # 74610		10/13/2021	10/13/2021	10/13/2021		10/13/2021	46.65
Account 53540 - Natural Gas Totals Invoice Transactions 2										<u>\$47.92</u>
Program 182002 - Aquatics - Mills Pool Totals Invoice Transactions 4										<u>\$156.59</u>
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	091821FAB	18-September 2021 FAB Tax	Paid by EFT # 43365		10/18/2021	10/18/2021	10/18/2021		10/18/2021	.00
Account 43220 - Facility Rentals Totals Invoice Transactions 1										<u>\$0.00</u>



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 43260 - Equipment Rentals										
204 - State Of Indiana	091821FAB	18-September 2021 FAB Tax	Paid by EFT # 43365		10/18/2021	10/18/2021	10/18/2021		10/18/2021	.00
Account 43260 - Equipment Rentals Totals									Invoice Transactions 1	\$0.00
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3127181689	18 FSC Propane for Zamboni	Paid by EFT # 43371		10/19/2021	10/19/2021	10/29/2021		10/29/2021	103.45
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	\$103.45
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	720457	18 - FSC Bucket/lid air duster, vise grip, brush	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	37.43
394 - Kleindorfer Hardware & Variety	690998	18-FSC belt dressing silicone liquid nail bit set gloves	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	50.63
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	\$88.06
Account 52420 - Other Supplies										
5819 - Synchrony Bank	467665357444	18 - FSC Facility Cordless Phones	Paid by EFT # 43516		10/19/2021	10/19/2021	10/29/2021		10/29/2021	39.95
5819 - Synchrony Bank	545579674346	18 - FSC Lobby Clock and coffee filters	Paid by EFT # 43516		10/19/2021	10/19/2021	10/29/2021		10/29/2021	49.98
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$89.93
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 1021	18- Electric Charges September	Paid by Check # 74605		10/13/2021	10/13/2021	10/13/2021		10/13/2021	(847.94)
Account 53510 - Electrical Services Totals									Invoice Transactions 1	(\$847.94)
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 102921	18-Water Sewer Charges September Acct 147187-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	993.97
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$993.97
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	125100ES	06-City Fac.-Natural Gas Commodity- September 2021 management fee	Paid by EFT # 43345		10/13/2021	10/13/2021	10/13/2021		10/13/2021	109.06
222 - Vectren	0250573228101 221	18-Natural Gas FSC	Paid by Check # 74610		10/13/2021	10/13/2021	10/13/2021		10/13/2021	535.82
Account 53540 - Natural Gas Totals									Invoice Transactions 2	\$644.88



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53650 - Other Repairs										
5316 - Styner Sports Training	100 092121	18 FSC Painting Lines on Ice	Paid by Check # 74653		10/19/2021	10/19/2021	10/29/2021		10/29/2021	3,250.00
Account 53650 - Other Repairs Totals								Invoice Transactions	1	\$3,250.00
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190548452101 321	18-Cable Service for FSC	Paid by Check # 74639		10/19/2021	10/19/2021	10/29/2021		10/29/2021	108.45
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$108.45
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3046550	18 - FSC Rug Service	Paid by EFT # 43488		10/19/2021	10/19/2021	10/29/2021		10/29/2021	75.41
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	1	\$75.41
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002819312	18-trash service at FSC	Paid by EFT # 43499		10/19/2021	10/19/2021	10/29/2021		10/29/2021	144.60
Account 53950 - Landfill Totals								Invoice Transactions	1	\$144.60
Program 182500 - Frank Southern Center Totals								Invoice Transactions	15	\$4,650.81
Program 183500 - Golf Services										
Account 43220 - Facility Rentals										
204 - State Of Indiana	091821FAB	18-September 2021 FAB Tax	Paid by EFT # 43365		10/18/2021	10/18/2021	10/18/2021		10/18/2021	.00
Account 43220 - Facility Rentals Totals								Invoice Transactions	1	\$0.00
Account 43260 - Equipment Rentals										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	2,660.93
204 - State Of Indiana	091821FAB	18-September 2021 FAB Tax	Paid by EFT # 43365		10/18/2021	10/18/2021	10/18/2021		10/18/2021	.00
Account 43260 - Equipment Rentals Totals								Invoice Transactions	2	\$2,660.93
Account 43380 - Other Services										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	782.76
204 - State Of Indiana	091821FAB	18-September 2021 FAB Tax	Paid by EFT # 43365		10/18/2021	10/18/2021	10/18/2021		10/18/2021	.00
Account 43380 - Other Services Totals								Invoice Transactions	2	\$782.76
Account 47110 - Miscellaneous										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	12.66
204 - State Of Indiana	091821FAB	18-September 2021 FAB Tax	Paid by EFT # 43365		10/18/2021	10/18/2021	10/18/2021		10/18/2021	.00
Account 47110 - Miscellaneous Totals								Invoice Transactions	2	\$12.66



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
334 - Irving Materials, INC	71015408	18 - Top Dressing Sand	Paid by EFT # 43451		10/19/2021	10/19/2021	10/29/2021		10/29/2021	518.61
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	<u>\$518.61</u>
Account 52340 - Other Repairs and Maintenance										
298 - Commercial Service Of Bloomington, INC	S214719	18 - Plumbing Service	Paid by EFT # 43406		10/19/2021	10/19/2021	10/29/2021		10/29/2021	110.00
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	<u>\$110.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	830037300101021	18- Electric Charges September	Paid by Check # 74605		10/13/2021	10/13/2021	10/13/2021		10/13/2021	1,188.55
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$1,188.55</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001102921	18-Water Sewer Charges September Acct 4159-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	3,724.44
208 - City Of Bloomington Utilities	14187-001102921	18-Water Sewer Charges September Acct 147187-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	2,262.37
Account 53530 - Water and Sewer Totals									Invoice Transactions 2	<u>\$5,986.81</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	125100ES	06-City Fac.-Natural Gas Commodity-September 2021 management fee	Paid by EFT # 43345		10/13/2021	10/13/2021	10/13/2021		10/13/2021	5.82
222 - Vectren	1154625513100721	18-Natural Gas September Cascades	Paid by Check # 74610		10/13/2021	10/13/2021	10/13/2021		10/13/2021	25.25
Account 53540 - Natural Gas Totals									Invoice Transactions 2	<u>\$31.07</u>
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190943794100221	18-Cable Service for Cascades Golf Course	Paid by Check # 74614		10/18/2021	10/18/2021	10/18/2021		10/18/2021	187.23
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	<u>\$187.23</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002818557	18-trash service at Cascades Golf Course	Paid by EFT # 43499		10/19/2021	10/19/2021	10/29/2021		10/29/2021	281.25
Account 53950 - Landfill Totals									Invoice Transactions 1	<u>\$281.25</u>
Account 53990 - Other Services and Charges										
4046 - Heritage-Crystal Clean, INC	17026266	18 - Parts cleaner	Paid by EFT # 43434		10/19/2021	10/19/2021	10/29/2021		10/29/2021	244.09



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62051	18-Background Checks Seasonal Staffing	Paid by Check # 74651		10/19/2021	10/19/2021	10/29/2021		10/29/2021	7.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$251.09
Program 183500 - Golf Services Totals							Invoice Transactions	18		\$12,010.96
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	488306	18-Treated Lumber for Griffy Lake Volunteer Day	Paid by EFT # 43385		10/19/2021	10/19/2021	10/29/2021		10/29/2021	24.87
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions	1		\$24.87
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	719829	18-mending brace, bolts, nuts, washer	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	21.26
394 - Kleindorfer Hardware & Variety	720560	18-cable, crimp connectors	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	1.90
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions	2		\$23.16
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	14130	18-Marshmallows, Graham Crackers, Bundled Fire Wood	Paid by Check # 74646		10/19/2021	10/19/2021	10/29/2021		10/29/2021	17.95
4574 - John Deere Financial (Rural King)	16375	18- Bundled Fire Wood Return (Out of Stock)	Paid by Check # 74646		10/19/2021	10/19/2021	10/29/2021		10/29/2021	(11.98)
5819 - Synchrony Bank	7942	18 - public health in parks and other supplies	Paid by Check # 74654		10/19/2021	10/19/2021	10/29/2021		10/29/2021	28.73
Account 52420 - Other Supplies Totals							Invoice Transactions	3		\$34.70
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 1021	18- Electric Charges September	Paid by Check # 74605		10/13/2021	10/13/2021	10/13/2021		10/13/2021	32.22
Account 53510 - Electrical Services Totals							Invoice Transactions	1		\$32.22
Account 53910 - Dues and Subscriptions										
204 - State Of Indiana	62056	18-Criminal History Checks Seasonal Staff	Paid by Check # 74651		10/19/2021	10/19/2021	10/29/2021		10/29/2021	14.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		\$14.00
Account 53990 - Other Services and Charges										
50335 - Aquatic Control, INC	203297	18-Griffy LARE Tier 2 Sampling	Paid by EFT # 43374		10/19/2021	10/19/2021	10/29/2021		10/29/2021	300.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$300.00
Program 184000 - Natural Resources Totals							Invoice Transactions	9		\$428.95



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	830037300101021	18- Electric Charges September	Paid by Check # 74605		10/13/2021	10/13/2021	10/13/2021		10/13/2021	285.13
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$285.13
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001102921	18-Water Sewer Charges September Acct 147187-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	143.64
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$143.64
Account 53540 - Natural Gas										
222 - Vectren	7953530485101221	18-Natural Gas September AJB	Paid by Check # 74610		10/13/2021	10/13/2021	10/13/2021		10/13/2021	17.00
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$17.00
Program 184500 - Youth Services -Juke Box Totals									Invoice Transactions 3	\$445.77
Program 186500 - Community Events										
Account 43270 - Registration Fees										
Maemie Blankenship	2021-00001354	18-Refunds	Paid by Check # 74658		10/19/2021	10/19/2021	10/29/2021		10/29/2021	19.00
Gail Bridges-Rea	2021-00001425	18-Refunds	Paid by Check # 74660		10/19/2021	10/19/2021	10/29/2021		10/29/2021	19.00
David Hewins	2021-00001355	18-Refunds	Paid by Check # 74663		10/19/2021	10/19/2021	10/29/2021		10/29/2021	19.00
Sue McCracken	2021-00001424	18-Refunds	Paid by Check # 74664		10/19/2021	10/19/2021	10/29/2021		10/29/2021	19.00
Tom Reed	2021-00001356	18-Refunds	Paid by Check # 74667		10/19/2021	10/19/2021	10/29/2021		10/29/2021	19.00
Ronnie Shields	2021-00001426	18-Refunds	Paid by Check # 74668		10/19/2021	10/19/2021	10/29/2021		10/29/2021	35.00
Bob Tamillo	2021-00001357	18-Refunds	Paid by Check # 74669		10/19/2021	10/19/2021	10/29/2021		10/29/2021	19.00
Nancy Taylor	2021-00001358	18-Refunds	Paid by Check # 74670		10/19/2021	10/19/2021	10/29/2021		10/29/2021	19.00
Account 43270 - Registration Fees Totals									Invoice Transactions 8	\$168.00
Program 186500 - Community Events Totals									Invoice Transactions 8	\$168.00
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	830037300101021	18- Electric Charges September	Paid by Check # 74605		10/13/2021	10/13/2021	10/13/2021		10/13/2021	637.07
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$637.07



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 102921	18-Water Sewer Charges September Acct 4159-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	24.93
208 - City Of Bloomington Utilities	14187-001 102921	18-Water Sewer Charges September Acct 147187-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	1,032.08
Account 53530 - Water and Sewer Totals								Invoice Transactions	2	\$1,057.01
Account 53650 - Other Repairs										
6799 - Nevco Sports, LLC	0000195986	18 TLSP scoreboard panel repair	Paid by EFT # 43481		10/19/2021	10/19/2021	10/29/2021		10/29/2021	257.09
Account 53650 - Other Repairs Totals								Invoice Transactions	1	\$257.09
Account 53950 - Landfill										
2260 - Republic Services, INC	0694- 002819323	18-trash service at TLSP	Paid by EFT # 43499		10/19/2021	10/19/2021	10/29/2021		10/29/2021	250.00
Account 53950 - Landfill Totals								Invoice Transactions	1	\$250.00
Program 187001 - Adult Sports-Softball Totals								Invoice Transactions	5	\$2,201.17
Program 187202 - Youth Sports-Winslow										
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 1021	18- Electric Charges September	Paid by Check # 74605		10/13/2021	10/13/2021	10/13/2021		10/13/2021	518.52
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$518.52
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 102921	18-Water Sewer Charges September Acct 4159-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	2,737.74
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	\$2,737.74
Account 53950 - Landfill										
2260 - Republic Services, INC	0694- 002808134	18-Landfill October Winslow	Paid by EFT # 43346		10/13/2021	10/13/2021	10/13/2021		10/13/2021	219.70
Account 53950 - Landfill Totals								Invoice Transactions	1	\$219.70
Program 187202 - Youth Sports-Winslow Totals								Invoice Transactions	3	\$3,475.96
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 1021	18- Electric Charges September	Paid by Check # 74605		10/13/2021	10/13/2021	10/13/2021		10/13/2021	200.85
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$200.85



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187208 - Youth Sports-Olcott										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 102921	18-Water Sewer Charges September Acct 147187-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	579.45
Account 53530 - Water and Sewer Totals								Invoice Transactions 1		\$579.45
Program 187208 - Youth Sports-Olcott Totals								Invoice Transactions 2		\$780.30
Program 187500 - Banneker										
Account 43220 - Facility Rentals										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	27.28
204 - State Of Indiana	091821FAB	18-September 2021 FAB Tax	Paid by EFT # 43365		10/18/2021	10/18/2021	10/18/2021		10/18/2021	.00
Account 43220 - Facility Rentals Totals								Invoice Transactions 2		\$27.28
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	7942	18 - public health in parks and other supplies	Paid by Check # 74654		10/19/2021	10/19/2021	10/29/2021		10/29/2021	34.90
Account 52210 - Institutional Supplies Totals								Invoice Transactions 1		\$34.90
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 1021	18- Electric Charges September	Paid by Check # 74605		10/13/2021	10/13/2021	10/13/2021		10/13/2021	645.67
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$645.67
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 102921	18-Water Sewer Charges September Acct 4159-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	147.83
Account 53530 - Water and Sewer Totals								Invoice Transactions 1		\$147.83
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	125100ES	06-City Fac.-Natural Gas Commodity- September 2021 management fee	Paid by EFT # 43345		10/13/2021	10/13/2021	10/13/2021		10/13/2021	16.62
222 - Vectren	0350745006100 721	18-Natural Gas September Banneker	Paid by Check # 74610		10/13/2021	10/13/2021	10/13/2021		10/13/2021	46.19
Account 53540 - Natural Gas Totals								Invoice Transactions 2		\$62.81
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62051	18-Background Checks Seasonal Staffing	Paid by Check # 74651		10/19/2021	10/19/2021	10/29/2021		10/29/2021	14.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62056	18-Criminal History Checks Seasonal Staff	Paid by Check # 74651		10/19/2021	10/19/2021	10/29/2021		10/29/2021	7.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$21.00
Program 187500 - Banneker Totals								Invoice Transactions	9	\$939.49
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0367264	18-gallon of vent slime	Paid by EFT # 43421		10/19/2021	10/19/2021	10/29/2021		10/29/2021	68.37
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	\$68.37
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	716578	18-materials to make took for pavers at SYP	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	22.49
394 - Kleindorfer Hardware & Variety	716579	18-concrete	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	5.00
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	2	\$27.49
Account 52340 - Other Repairs and Maintenance										
4574 - John Deere Financial (Rural King)	17733	18-(30) gals antifreeze for winterizing rr's & fountains	Paid by Check # 74646		10/19/2021	10/19/2021	10/29/2021		10/29/2021	59.70
5415 - Allied Wholesale Electrical Supply, LLC	5677141	18-B-Line trail lamps	Paid by EFT # 43370		10/19/2021	10/19/2021	10/29/2021		10/29/2021	289.01
656 - B&L Sheet Metal and Roofing, INC	1438387	18-Downspout repairs @ Buskirk Chumley Theater	Paid by EFT # 43380		10/19/2021	10/19/2021	10/29/2021		10/29/2021	1,350.00
394 - Kleindorfer Hardware & Variety	720949	18-material to fix slide at Schmalz Playground	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	4.99
394 - Kleindorfer Hardware & Variety	690878	18-bushing, supplies	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	22.28
394 - Kleindorfer Hardware & Variety	720303	18-botls for the blades on the Hustler	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	5.04
6262 - Koenig Equipment, INC	P27162	18-battery for John Deere 580 at Olcott	Paid by EFT # 43458		10/19/2021	10/19/2021	10/29/2021		10/29/2021	104.19
476 - Southern Indiana Parts, INC (Napa Auto Parts)	383341	18-Spark plug	Paid by EFT # 43510		10/19/2021	10/19/2021	10/29/2021		10/29/2021	4.38
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	8	\$1,839.59
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	17734	18-cintrolella oil, rebar, reflective tape	Paid by Check # 74646		10/19/2021	10/19/2021	10/29/2021		10/29/2021	110.80



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
3585 - Gosport Manufacturing Co., INC	388865	18-212' of black mesh privacy screen for SYP Maint. Bldg.	Paid by EFT # 43430		10/19/2021	10/19/2021	10/29/2021		10/29/2021	1,346.40
394 - Kleindorfer Hardware & Variety	720109	18-ratchet straps for truck 808	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	27.49
394 - Kleindorfer Hardware & Variety	720893	18-single key (4), bungee cord, accessory plug	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	12.37
394 - Kleindorfer Hardware & Variety	720483	18-2 small lanterns, 1 lg lantern	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	56.47
394 - Kleindorfer Hardware & Variety	716943	18-handle	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	11.49
476 - Southern Indiana Parts, INC (Napa Auto Parts)	396945	18-battery for Gator	Paid by EFT # 43510		10/19/2021	10/19/2021	10/29/2021		10/29/2021	70.06
Account 52420 - Other Supplies Totals									Invoice Transactions 7	\$1,635.08
Account 53130 - Medical										
231 - IU Health OCC Health Services	00122556-00	18-DOT drug screening - Hollingsworth	Paid by EFT # 43452		10/19/2021	10/19/2021	10/29/2021		10/29/2021	47.00
231 - IU Health OCC Health Services	00122559-00	18-DOT drug screening - Turpin	Paid by EFT # 43452		10/19/2021	10/19/2021	10/29/2021		10/29/2021	47.00
Account 53130 - Medical Totals									Invoice Transactions 2	\$94.00
Account 53510 - Electrical Services										
223 - Duke Energy	830037300101021	18- Electric Charges September	Paid by Check # 74605		10/13/2021	10/13/2021	10/13/2021		10/13/2021	3,036.87
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$3,036.87
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001102921	18-Water Sewer Charges September Acct 4159-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	1,342.71
208 - City Of Bloomington Utilities	14187-001102921	18-Water Sewer Charges September Acct 147187-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	3,288.26
208 - City Of Bloomington Utilities	39530-002102721	18-Water Sewer Charges September Acct 39530-002	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	54.07
Account 53530 - Water and Sewer Totals									Invoice Transactions 3	\$4,685.04
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	125100ES	06-City Fac.-Natural Gas Commodity-September 2021 management fee	Paid by EFT # 43345		10/13/2021	10/13/2021	10/13/2021		10/13/2021	48.84



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53540 - Natural Gas										
222 - Vectren	0255189474101	18-Natural Gas	Paid by Check		10/13/2021	10/13/2021	10/13/2021		10/13/2021	52.71
	221	September SYP Maint	# 74610							
222 - Vectren	0252409732100	18-Natural Gas	Paid by Check		10/13/2021	10/13/2021	10/13/2021		10/13/2021	19.31
	521	September Adams St	# 74610							
Account 53540 - Natural Gas Totals								Invoice Transactions	3	\$120.86
Account 53610 - Building Repairs										
656 - B&L Sheet Metal and Roofing, INC	1438387	18-Downspout repairs @ Buskirk Chumley Theater	Paid by EFT # 43380		10/19/2021	10/19/2021	10/29/2021		10/29/2021	1,600.00
Account 53610 - Building Repairs Totals								Invoice Transactions	1	\$1,600.00
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	001825036881	18-Uniform & mat cleaning services	Paid by EFT # 43375		10/19/2021	10/19/2021	10/29/2021		10/29/2021	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	1825041810	18-Uniform & mat cleaning services	Paid by EFT # 43375		10/19/2021	10/19/2021	10/29/2021		10/29/2021	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	1825046651	18-Uniform & mat cleaning service	Paid by EFT # 43375		10/19/2021	10/19/2021	10/29/2021		10/29/2021	16.70
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	3	\$50.10
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002808133	18-Landfill September Ops	Paid by EFT # 43346		10/13/2021	10/13/2021	10/13/2021		10/13/2021	83.01
Account 53950 - Landfill Totals								Invoice Transactions	1	\$83.01
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2076	18-Security services for month of October 2021	Paid by EFT # 43467		10/19/2021	10/19/2021	10/29/2021		10/29/2021	9,300.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$9,300.00
Program 189000 - Operations Totals								Invoice Transactions	33	\$22,540.41
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	719630	18 SYP Misc supplies (paint for graffiti removal)	Paid by EFT # 43457		10/19/2021	10/19/2021	10/29/2021		10/29/2021	103.57
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$103.57
Account 53510 - Electrical Services										
223 - Duke Energy	830037300101021	18- Electric Charges September	Paid by Check # 74605		10/13/2021	10/13/2021	10/13/2021		10/13/2021	2,717.03
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$2,717.03



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	37123-003 1021	18-Water Sewer Charges September SYP	Paid by Check # 74613		10/18/2021	10/18/2021	10/18/2021		10/18/2021	9,313.12
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$9,313.12
Account 53540 - Natural Gas										
222 - Vectren	0256043968101 221	18-Natural Gas September SYP Pav	Paid by Check # 74610		10/13/2021	10/13/2021	10/13/2021		10/13/2021	56.91
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$56.91
Account 53950 - Landfill										
908 - JB Salvage (Westside Auto Parts)	210930119300	18 SYP 8 Yard Dumpster - September	Paid by EFT # 43453		10/19/2021	10/19/2021	10/29/2021		10/29/2021	175.00
Account 53950 - Landfill Totals									Invoice Transactions 1	\$175.00
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2068	18 SYP Marshall MSI Security – Oct (CARES)	Paid by EFT # 43467		10/19/2021	10/19/2021	10/29/2021		10/29/2021	8,184.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$8,184.00
Program 189006 - Switchyard Property Totals									Invoice Transactions 6	\$20,549.63
Program 189500 - Landscaping										
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	15243	18- LAND 200 6' t- posts; 900' 6"x2"x4" welded wire fence	Paid by Check # 74646		10/19/2021	10/19/2021	10/29/2021		10/29/2021	2,417.91
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$2,417.91
Account 53130 - Medical										
231 - IU Health OCC Health Services	00122558-00	18-Hep B vaccine - Mingee	Paid by EFT # 43452		10/19/2021	10/19/2021	10/29/2021		10/29/2021	121.00
Account 53130 - Medical Totals									Invoice Transactions 1	\$121.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 102921	18-Water Sewer Charges September Acct 4159-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	335.79
208 - City Of Bloomington Utilities	14187-001 102921	18-Water Sewer Charges September Acct 147187-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	129.54
208 - City Of Bloomington Utilities	41294-001 102921	18-Water Sewer Charges September Acct 41294-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	280.27



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	200807-003 1021	18-Water Sewer Charges September Landscaping	Paid by Check # 74613		10/18/2021	10/18/2021	10/18/2021		10/18/2021	94.78
								Account 53530 - Water and Sewer Totals	Invoice Transactions 4	\$840.38
								Program 189500 - Landscaping Totals	Invoice Transactions 6	\$3,379.29
Program 189501 - Cemeteries										
Account 52340 - Other Repairs and Maintenance										
786 - Richard's Small Engine, INC	446793	18- CEM Hustler mower repair (parts and labor)	Paid by EFT # 43501		10/19/2021	10/19/2021	10/29/2021		10/29/2021	91.72
								Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1	\$91.72
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 1021	18- Electric Charges September	Paid by Check # 74605		10/13/2021	10/13/2021	10/13/2021		10/13/2021	114.11
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$114.11
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001 102921	18-Water Sewer Charges September Acct 41294-001	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	308.04
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$308.04
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	125100ES	06-City Fac.-Natural Gas Commodity- September 2021 management fee	Paid by EFT # 43345		10/13/2021	10/13/2021	10/13/2021		10/13/2021	1.03
222 - Vectren	2150190557100 721	18-Natural Gas September Rosehill 2	Paid by Check # 74610		10/13/2021	10/13/2021	10/13/2021		10/13/2021	18.72
222 - Vectren	2154628249100 721	18-Natural Gas September Rosehill 1	Paid by Check # 74610		10/13/2021	10/13/2021	10/13/2021		10/13/2021	17.00
								Account 53540 - Natural Gas Totals	Invoice Transactions 3	\$36.75
Account 53630 - Machinery and Equipment Repairs										
786 - Richard's Small Engine, INC	446793	18- CEM Hustler mower repair (parts and labor)	Paid by EFT # 43501		10/19/2021	10/19/2021	10/29/2021		10/29/2021	340.00
								Account 53630 - Machinery and Equipment Repairs Totals	Invoice Transactions 1	\$340.00
Account 53990 - Other Services and Charges										
7903 - R. Pursell Custom Memorial (Pursell Monument)	0220	8-Restoration of (20) headstones in Rose Hill Cemetery	Paid by EFT # 43494		10/19/2021	10/19/2021	10/29/2021		10/29/2021	3,400.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$3,400.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries Totals							Invoice Transactions 8		\$4,290.62	
Program 189503 - Urban Forestry										
Account 53950 - Landfill										
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	973	18 - UF - 2 Loads (8/20, 8/2)	Paid by EFT # 43439		10/19/2021	10/19/2021	10/29/2021		10/29/2021	44.00
Account 53950 - Landfill Totals							Invoice Transactions 1		\$44.00	
Program 189503 - Urban Forestry Totals							Invoice Transactions 1		\$44.00	
Department 18 - Parks & Recreation Totals							Invoice Transactions 142		\$82,586.21	
Fund 200 - Parks and Recreation Gen (S1301) Totals							Invoice Transactions 142		\$82,586.21	
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53990 - Other Services and Charges										
9031 - Indiana Park And Recreation Association	34473	18- IPRA 2021 Conference Registration Awards Luncheon	Paid by Check # 74645		10/19/2021	10/19/2021	10/29/2021		10/29/2021	250.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1		\$250.00	
Program 181000 - Administration Totals							Invoice Transactions 1		\$250.00	
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	7942	18 - public health in parks and other supplies	Paid by Check # 74654		10/19/2021	10/19/2021	10/29/2021		10/29/2021	65.05
Account 52420 - Other Supplies Totals							Invoice Transactions 1		\$65.05	
Account 53940 - Temporary Contractual Employee										
7769 - Angela Geiger	101321	18-SYP Fitness Specialist	Paid by EFT # 43425		10/19/2021	10/19/2021	10/29/2021		10/29/2021	62.50
6110 - Darrelyn Valdez	101221	18-TLRC Fitness Specialist	Paid by EFT # 43531		10/19/2021	10/19/2021	10/29/2021		10/29/2021	87.50
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 2		\$150.00	
Program 181001 - Health & Wellness Totals							Invoice Transactions 3		\$215.05	
Program 182001 - Aquatics - Bryan Pool										
Account 43220 - Facility Rentals										
204 - State Of Indiana	091821FAB	18-September 2021 FAB Tax	Paid by EFT # 43365		10/18/2021	10/18/2021	10/18/2021		10/18/2021	.00
Account 43220 - Facility Rentals Totals							Invoice Transactions 1		\$0.00	
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 1		\$0.00	



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182006 - Aquatics - Pool Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	38.74
Account 43290 - Concessions Totals Invoice Transactions 1										<u>38.74</u>
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	23.84
204 - State Of Indiana	091821FAB	18-September 2021 FAB Tax	Paid by EFT # 43365		10/18/2021	10/18/2021	10/18/2021		10/18/2021	3.40
Account 43295 - Concessions FB Tax Totals Invoice Transactions 2										<u>\$27.24</u>
Program 182006 - Aquatics - Pool Concessions Totals Invoice Transactions 3										<u>\$65.98</u>
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	3.57
Account 43220 - Facility Rentals Totals Invoice Transactions 1										<u>\$3.57</u>
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	7312	18 - FSC Concession Supplies	Paid by Check # 74654		10/19/2021	10/19/2021	10/29/2021		10/29/2021	58.16
5819 - Synchrony Bank	545579674346	18 - FSC Lobby Clock and coffee filters	Paid by EFT # 43516		10/19/2021	10/19/2021	10/29/2021		10/29/2021	15.99
Account 52330 - Street , Alley, and Sewer Material Totals Invoice Transactions 2										<u>\$74.15</u>
Program 182500 - Frank Southern Center Totals Invoice Transactions 3										<u>\$77.72</u>
Program 183500 - Golf Services										
Account 43220 - Facility Rentals										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	48.71
204 - State Of Indiana	091821FAB	18-September 2021 FAB Tax	Paid by EFT # 43365		10/18/2021	10/18/2021	10/18/2021		10/18/2021	.00
Account 43220 - Facility Rentals Totals Invoice Transactions 2										<u>\$48.71</u>
Account 43290 - Concessions										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	613.42
204 - State Of Indiana	091821FAB	18-September 2021 FAB Tax	Paid by EFT # 43365		10/18/2021	10/18/2021	10/18/2021		10/18/2021	.00
Account 43290 - Concessions Totals Invoice Transactions 2										<u>\$613.42</u>
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	136.71



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	091821FAB	18-September 2021 FAB Tax	Paid by EFT # 43365		10/18/2021	10/18/2021	10/18/2021		10/18/2021	19.53
Account 43295 - Concessions FB Tax Totals									Invoice Transactions 2	\$156.24
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	6212	18 - Snack Bar items	Paid by Check # 74654		10/19/2021	10/19/2021	10/29/2021		10/29/2021	8.94
5819 - Synchrony Bank	5534	18 - Snack Bar items	Paid by Check # 74654		10/19/2021	10/19/2021	10/29/2021		10/29/2021	8.94
5819 - Synchrony Bank	7458	18 - Snack Bar items	Paid by Check # 74654		10/19/2021	10/19/2021	10/29/2021		10/29/2021	60.10
5819 - Synchrony Bank	9742	18 - Snack Bar items	Paid by Check # 74654		10/19/2021	10/19/2021	10/29/2021		10/29/2021	11.92
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 4	\$89.90
Account 52420 - Other Supplies										
5819 - Synchrony Bank	5532	18-hand soap	Paid by Check # 74654		10/19/2021	10/19/2021	10/29/2021		10/29/2021	31.94
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$31.94
Program 183500 - Golf Services Totals									Invoice Transactions 11	\$940.21
Program 183501 - Golf Course - Pro Shop										
Account 43340 - Pro Shop Sales										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	785.18
Account 43340 - Pro Shop Sales Totals									Invoice Transactions 1	\$785.18
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	910495272	18-Pro Shop Supplies	Paid by Check # 74629		10/19/2021	10/19/2021	10/29/2021		10/29/2021	132.14
4072 - Acushnet Company	910526353	18-Pro Shop Supplies	Paid by Check # 74629		10/19/2021	10/19/2021	10/29/2021		10/29/2021	212.16
4072 - Acushnet Company	910532925	18-Pro Shop Supplies	Paid by Check # 74629		10/19/2021	10/19/2021	10/29/2021		10/29/2021	231.14
4072 - Acushnet Company	910765887	18-Pro Shop Supplies	Paid by Check # 74629		10/19/2021	10/19/2021	10/29/2021		10/29/2021	701.47
4072 - Acushnet Company	910820088	18-Pro Shop Supplies	Paid by Check # 74629		10/19/2021	10/19/2021	10/29/2021		10/29/2021	233.33
4465 - Mike Allen (Tour Guide Golf)	209267	18 - Tees	Paid by Check # 74630		10/19/2021	10/19/2021	10/29/2021		10/29/2021	225.00
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 6	\$1,735.24
Program 183501 - Golf Course - Pro Shop Totals									Invoice Transactions 7	\$2,520.42



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 43240 - Season Passes/Memberships										
Tyler Ferguson	2021-00001383	18-Refunds	Paid by Check # 74662		10/19/2021	10/19/2021	10/29/2021		10/29/2021	31.20
Account 43240 - Season Passes/Memberships Totals								Invoice Transactions	1	\$31.20
Account 43260 - Equipment Rentals										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	46.50
Account 43260 - Equipment Rentals Totals								Invoice Transactions	1	\$46.50
Program 184000 - Natural Resources Totals								Invoice Transactions	2	\$77.70
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	125100ES	06-City Fac.-Natural Gas Commodity- September 2021 management fee	Paid by EFT # 43345		10/13/2021	10/13/2021	10/13/2021		10/13/2021	6.56
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$6.56
Account 53990 - Other Services and Charges										
1032 - Lake Monroe Sailing Association, INC	6064	18-Adult and Family Sailing Registrations	Paid by EFT # 43460		10/19/2021	10/19/2021	10/29/2021		10/29/2021	16,488.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$16,488.00
Program 184500 - Youth Services -Juke Box Totals								Invoice Transactions	2	\$16,494.56
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
4647 - S&S Worldwide, INC	IN100872898	18-Kid City Art and Activity Supplies	Paid by EFT # 43504		10/19/2021	10/19/2021	10/29/2021		10/29/2021	13.26
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$13.26
Account 53160 - Instruction										
4486 - American Camping Association, INC	2022 Conf.	18-2022 American Camp Association Conference Registration	Paid by Check # 74632		10/19/2021	10/19/2021	10/29/2021		10/29/2021	495.00
Account 53160 - Instruction Totals								Invoice Transactions	1	\$495.00
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62051	18-Background Checks Seasonal Staffing	Paid by Check # 74651		10/19/2021	10/19/2021	10/29/2021		10/29/2021	7.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$7.00
Program 184501 - Youth Services-Kid City Camps Totals								Invoice Transactions	3	\$515.26



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	1,436.10
Account 43220 - Facility Rentals Totals Invoice Transactions 1										\$1,436.10
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0365519	18 - TLRC Facility Institutional Supplies	Paid by EFT # 43421		10/19/2021	10/19/2021	10/29/2021		10/29/2021	177.78
9269 - Ferguson Facilities Supply, HP Products #3400	0354535-1	18 - TLRC Facility Institutional Supplies	Paid by EFT # 43421		10/19/2021	10/19/2021	10/29/2021		10/29/2021	99.12
Account 52210 - Institutional Supplies Totals Invoice Transactions 2										\$276.90
Account 53510 - Electrical Services										
223 - Duke Energy	830037300101021	18- Electric Charges September	Paid by Check # 74605		10/13/2021	10/13/2021	10/13/2021		10/13/2021	21.26
Account 53510 - Electrical Services Totals Invoice Transactions 1										\$21.26
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002102721	18-Water Sewer Charges September Acct 39530-002	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	626.43
Account 53530 - Water and Sewer Totals Invoice Transactions 1										\$626.43
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	125100ES	06-City Fac.-Natural Gas Commodity-September 2021 management fee	Paid by EFT # 43345		10/13/2021	10/13/2021	10/13/2021		10/13/2021	23.62
222 - Vectren	0252765623100521	18-Natural Gas September TLRC	Paid by Check # 74610		10/13/2021	10/13/2021	10/13/2021		10/13/2021	109.57
Account 53540 - Natural Gas Totals Invoice Transactions 2										\$133.19
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5492774	18 - TLRC Semi-Annual Backflow Inspection	Paid by EFT # 43459		10/19/2021	10/19/2021	10/29/2021		10/29/2021	19.95
53657 - Plymate, INC	3046537	18 - TLRC Entry Mat Service	Paid by EFT # 43488		10/19/2021	10/19/2021	10/29/2021		10/29/2021	81.62
Account 53610 - Building Repairs Totals Invoice Transactions 2										\$101.57
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002819781	18-trash service at TLRC	Paid by EFT # 43499		10/19/2021	10/19/2021	10/29/2021		10/29/2021	278.28
Account 53950 - Landfill Totals Invoice Transactions 1										\$278.28
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62056	18-Criminal History Checks Seasonal Staff	Paid by Check # 74651		10/19/2021	10/19/2021	10/29/2021		10/29/2021	7.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										\$7.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center Totals										Invoice Transactions 11
										\$2,880.73
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
7794 - Molly R Adkins	100821	18-TLRC Fitness Specialist	Paid by EFT # 43368		10/19/2021	10/19/2021	10/29/2021		10/29/2021	156.25
6161 - Morgan Ashley Banks	100721	18-TLRC Fitness Specialist	Paid by EFT # 43381		10/19/2021	10/19/2021	10/29/2021		10/29/2021	125.00
7086 - Rivkah L Moore	101521	18-TLRC Fitness Specialist	Paid by EFT # 43478		10/19/2021	10/19/2021	10/29/2021		10/29/2021	156.25
5007 - Emeline P O'Connor	100721	18-TLRC Fitness Specialist	Paid by EFT # 43485		10/19/2021	10/19/2021	10/29/2021		10/29/2021	93.75
7440 - William Tuttle	100521	18-TLRC Fitness Specialist	Paid by EFT # 43528		10/19/2021	10/19/2021	10/29/2021		10/29/2021	30.00
7440 - William Tuttle	101121	18-TLRC Fitness Specialist	Paid by EFT # 43528		10/19/2021	10/19/2021	10/29/2021		10/29/2021	200.00
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 6
										\$761.25
Program 185002 - TLRC-Health & Wellness Totals										Invoice Transactions 6
										\$761.25
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
1973 - Megan M Stark	101521	18-TLRC Fitness Specialist	Paid by EFT # 43513		10/19/2021	10/19/2021	10/29/2021		10/29/2021	360.00
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 1
										\$360.00
Program 185003 - TLRC-Basketball Totals										Invoice Transactions 1
										\$360.00
Program 185006 - TLRC-Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	99.20
Account 43290 - Concessions Totals										Invoice Transactions 1
										\$99.20
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	1.83
204 - State Of Indiana	091821FAB	18-September 2021 FAB Tax	Paid by EFT # 43365		10/18/2021	10/18/2021	10/18/2021		10/18/2021	.26
Account 43295 - Concessions FB Tax Totals										Invoice Transactions 2
										\$2.09
Account 52330 - Street , Alley, and Sewer Material										
5969 - Coca Cola Bottling CO. Consolidated	2057202297	18 - TLRC Concession Item Purchase	Paid by EFT # 43405		10/19/2021	10/19/2021	10/29/2021		10/29/2021	713.54
4099 - Gold Medal Products CO.	166153	18 - TLRC Concession Item Purchase	Paid by EFT # 43427		10/19/2021	10/19/2021	10/29/2021		10/29/2021	505.45
5819 - Synchrony Bank	8088	18-TLRC Concessoins	Paid by Check # 74654		10/19/2021	10/19/2021	10/29/2021		10/29/2021	114.82
Account 52330 - Street , Alley, and Sewer Material Totals										Invoice Transactions 3
										\$1,333.81
Program 185006 - TLRC-Concessions Totals										Invoice Transactions 6
										\$1,435.10



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	19089	18 - Rope, Jersey gloves	Paid by Check # 74646		10/19/2021	10/19/2021	10/29/2021		10/29/2021	19.95
19638 - William J Ream	021618	18- Trick or Treat Trail Emergency Candy Purchase	Paid by EFT # 43497		10/19/2021	10/19/2021	10/29/2021		10/29/2021	98.39
5819 - Synchrony Bank	5324 101921	18-Juice boxes, water, tape, candy, paper	Paid by Check # 74654		10/19/2021	10/19/2021	10/29/2021		10/29/2021	94.47
5819 - Synchrony Bank	7946	18- apple cider, bottled water, and cups for Community Events	Paid by Check # 74654		10/19/2021	10/19/2021	10/29/2021		10/29/2021	78.46
Account 52420 - Other Supplies Totals								Invoice Transactions 4		<u>\$291.27</u>
Program 186500 - Community Events Totals								Invoice Transactions 4		<u>\$291.27</u>
Program 186503 - Community Events-Farmers' Market										
Account 43370 - Other Sales										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	71.63
Account 43370 - Other Sales Totals								Invoice Transactions 1		<u>\$71.63</u>
Account 47230 - Gift Certificate										
6431 - Alvin M Fisher	2628	Market Bucks and Gift Certificates	Paid by EFT # 43422		10/19/2021	10/19/2021	10/29/2021		10/29/2021	5.00
5200 - Chester L Lehman (Olde Lane Orchard)	2629	Market Bucks and Gift Certificates	Paid by EFT # 43461		10/19/2021	10/19/2021	10/29/2021		10/29/2021	20.00
4347 - Daniel E McCullough	2635	Market Bucks and Gift Certificates	Paid by Check # 74648		10/19/2021	10/19/2021	10/29/2021		10/29/2021	5.00
7356 - John A McMahan	2622	Market Bucks and Gift Certificates	Paid by EFT # 43469		10/19/2021	10/19/2021	10/29/2021		10/29/2021	60.00
12405 - Titus Raber	2621	Market Bucks and Gift Certificates	Paid by EFT # 43495		10/19/2021	10/19/2021	10/29/2021		10/29/2021	20.00
12422 - Kip Schlegel	2642	Market Bucks and Gift Certificates	Paid by EFT # 43505		10/19/2021	10/19/2021	10/29/2021		10/29/2021	5.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2638	Market Bucks and Gift Certificates	Paid by EFT # 43509		10/19/2021	10/19/2021	10/29/2021		10/29/2021	10.00
7197 - The Goat Conspiracy	2634	Market Bucks and Gift Certificates	Paid by EFT # 43520		10/19/2021	10/19/2021	10/29/2021		10/29/2021	40.00
6623 - Twilight Dairy, LLC	2643	Market Bucks and Gift Certificates	Paid by EFT # 43529		10/19/2021	10/19/2021	10/29/2021		10/29/2021	20.00
3666 - Marie Wagler	2625	Market Bucks and Gift Certificates	Paid by EFT # 43534		10/19/2021	10/19/2021	10/29/2021		10/29/2021	45.00
3666 - Marie Wagler	2639	Market Bucks and Gift Certificates	Paid by EFT # 43534		10/19/2021	10/19/2021	10/29/2021		10/29/2021	60.00
Account 47230 - Gift Certificate Totals								Invoice Transactions 11		<u>\$290.00</u>



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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										
3960 - Cortland V Carrington (Farmers Market Only)	2630	Market Bucks	Paid by EFT # 43393		10/19/2021	10/19/2021	10/29/2021		10/29/2021	87.00
3960 - Cortland V Carrington (Farmers Market Only)	2641	Market Bucks	Paid by EFT # 43393		10/19/2021	10/19/2021	10/29/2021		10/29/2021	57.00
6431 - Alvin M Fisher	2628	Market Bucks and Gift Certificates	Paid by EFT # 43422		10/19/2021	10/19/2021	10/29/2021		10/29/2021	24.00
6431 - Alvin M Fisher	2637	Market Bucks	Paid by EFT # 43422		10/19/2021	10/19/2021	10/29/2021		10/29/2021	27.00
5200 - Chester L Lehman (Olde Lane Orchard)	2629	Market Bucks and Gift Certificates	Paid by EFT # 43461		10/19/2021	10/19/2021	10/29/2021		10/29/2021	210.00
7880 - George Robert Maughan JR (White River Plateau Orchard)	2632	Market Bucks	Paid by EFT # 43468		10/19/2021	10/19/2021	10/29/2021		10/29/2021	6.00
4347 - Daniel E McCullough	2635	Market Bucks and Gift Certificates	Paid by Check # 74648		10/19/2021	10/19/2021	10/29/2021		10/29/2021	33.00
7356 - John A McMahan	2622	Market Bucks and Gift Certificates	Paid by EFT # 43469		10/19/2021	10/19/2021	10/29/2021		10/29/2021	288.00
12405 - Titus Raber	2621	Market Bucks and Gift Certificates	Paid by EFT # 43495		10/19/2021	10/19/2021	10/29/2021		10/29/2021	522.00
7337 - David Ray (Stonewall Maple Syrup)	2627	Market Bucks	Paid by EFT # 43496		10/19/2021	10/19/2021	10/29/2021		10/29/2021	15.00
14571 - Melvin E Reeves	2623	Market Bucks	Paid by EFT # 43498		10/19/2021	10/19/2021	10/29/2021		10/29/2021	42.00
12430 - Luke Rhodes	2626	Market Bucks	Paid by EFT # 43500		10/19/2021	10/19/2021	10/29/2021		10/29/2021	111.00
12430 - Luke Rhodes	2636	Market Bucks	Paid by EFT # 43500		10/19/2021	10/19/2021	10/29/2021		10/29/2021	102.00
12422 - Kip Schlegel	2642	Market Bucks and Gift Certificates	Paid by EFT # 43505		10/19/2021	10/19/2021	10/29/2021		10/29/2021	51.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2624	Market Bucks	Paid by EFT # 43509		10/19/2021	10/19/2021	10/29/2021		10/29/2021	66.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2638	Market Bucks and Gift Certificates	Paid by EFT # 43509		10/19/2021	10/19/2021	10/29/2021		10/29/2021	105.00
2496 - Galen Jay Stoll	2631	Market Bucks	Paid by Check # 74652		10/19/2021	10/19/2021	10/29/2021		10/29/2021	3.00
2496 - Galen Jay Stoll	2633	Market Bucks	Paid by Check # 74652		10/19/2021	10/19/2021	10/29/2021		10/29/2021	3.00
7197 - The Goat Conspiracy	2634	Market Bucks and Gift Certificates	Paid by EFT # 43520		10/19/2021	10/19/2021	10/29/2021		10/29/2021	81.00
6623 - Twilight Dairy, LLC	2643	Market Bucks and Gift Certificates	Paid by EFT # 43529		10/19/2021	10/19/2021	10/29/2021		10/29/2021	84.00
3666 - Marie Wagler	2625	Market Bucks and Gift Certificates	Paid by EFT # 43534		10/19/2021	10/19/2021	10/29/2021		10/29/2021	192.00



Board of Park & Recreation Claim Register

Invoice Date Range 10/13/21 - 10/29/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
3666 - Marie Wagler	2639	Market Bucks and Gift Certificates	Paid by EFT # 43534		10/19/2021	10/19/2021	10/29/2021		10/29/2021	30.00
3666 - Marie Wagler	2640	Market Bucks	Paid by EFT # 43534		10/19/2021	10/19/2021	10/29/2021		10/29/2021	3.00
Account 47240 - EBT Market Bucks Totals								Invoice Transactions	23	\$2,142.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	82116-001102921	18-Water Sewer Charges	Paid by Check # 74602		10/13/2021	10/13/2021	10/13/2021		10/13/2021	20.27
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	\$20.27
Account 53940 - Temporary Contractual Employee										
7342 - Cortland V Carrington (Mushroom Inspection)	100221	18- Market Mushroom Inspection	Paid by EFT # 43394		10/19/2021	10/19/2021	10/29/2021		10/29/2021	270.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	1	\$270.00
Program 186503 - Community Events-Farmers' Market Totals								Invoice Transactions	37	\$2,793.90
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
7907 - I Saw A Film Today Oh Boy, INC (The Ryder)	1812PK 10-19-21	18- Sponsor Revenue Split for Movies in the Parks	Paid by EFT # 43441		10/19/2021	10/19/2021	10/29/2021		10/29/2021	1,245.00
2546 - Monroe County Historical Society, INC	10/18/2021	18- 50/50 Revenue split of registrations for Cemetery Tours	Paid by EFT # 43474		10/19/2021	10/19/2021	10/29/2021		10/29/2021	500.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$1,745.00
Program 186506 - Performing Art Series Totals								Invoice Transactions	2	\$1,745.00
Program 187001 - Adult Sports-Softball										
Account 43220 - Facility Rentals										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	207.82
Account 43220 - Facility Rentals Totals								Invoice Transactions	1	\$207.82
Account 53910 - Dues and Subscriptions										
822 - Indiana Amateur Softball Association, INC	2021021001	18- TLSP USA Softball Spring Team League Registration Fees	Paid by EFT # 43442		10/19/2021	10/19/2021	10/29/2021		10/29/2021	1,380.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$1,380.00
Account 53940 - Temporary Contractual Employee										
20105 - Brandon B Chambers	092921	18-TLSP Umpire	Paid by EFT # 43398		10/19/2021	10/19/2021	10/29/2021		10/29/2021	60.00
7147 - Keith E Crittenden	100621	18-TLSP Umpire	Paid by EFT # 43409		10/19/2021	10/19/2021	10/29/2021		10/29/2021	160.00
17565 - Michael B Hicks (Contractual)	101021	18-TLSP Umpire	Paid by EFT # 43435		10/19/2021	10/19/2021	10/29/2021		10/29/2021	274.00



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Invoice Date Range 10/13/21 - 10/29/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
6443 - David Joseph Huss	100621	18-TLSP Umpire	Paid by EFT # 43440		10/19/2021	10/19/2021	10/29/2021		10/29/2021	258.00
7758 - Timothy R Louis	100621	18-TLSP Umpire	Paid by EFT # 43464		10/19/2021	10/19/2021	10/29/2021		10/29/2021	180.00
4939 - Charles W Stone	092921	18-TLSP Umpire	Paid by EFT # 43515		10/19/2021	10/19/2021	10/29/2021		10/29/2021	60.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	6		\$992.00
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions	8		\$2,579.82
Program 187006 - Adult Sports-Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	127.34
Account 43290 - Concessions Totals							Invoice Transactions	1		\$127.34
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	93.30
204 - State Of Indiana	091821FAB	18-September 2021 FAB Tax	Paid by EFT # 43365		10/18/2021	10/18/2021	10/18/2021		10/18/2021	13.33
Account 43295 - Concessions FB Tax Totals							Invoice Transactions	2		\$106.63
Program 187006 - Adult Sports-Concessions Totals							Invoice Transactions	3		\$233.97
Program 187202 - Youth Sports-Winslow										
Account 43290 - Concessions										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	243.54
Account 43290 - Concessions Totals							Invoice Transactions	1		\$243.54
Program 187202 - Youth Sports-Winslow Totals							Invoice Transactions	1		\$243.54
Program 189003 - Operations-Open Shelters										
Account 43220 - Facility Rentals										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	285.75
Account 43220 - Facility Rentals Totals							Invoice Transactions	1		\$285.75
Program 189003 - Operations-Open Shelters Totals							Invoice Transactions	1		\$285.75
Program 189006 - Switchyard Property										
Account 43220 - Facility Rentals										
204 - State Of Indiana	091821	18-September 2021 Sales Tax	Paid by EFT # 43364		10/18/2021	10/18/2021	10/18/2021		10/18/2021	266.26
Chathuri Peli Kankanamalage	2021-00001381	18-Refunds	Paid by Check # 74665		10/19/2021	10/19/2021	10/29/2021		10/29/2021	10.00
Account 43220 - Facility Rentals Totals							Invoice Transactions	2		\$276.26
Program 189006 - Switchyard Property Totals							Invoice Transactions	2		\$276.26



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Invoice Date Range 10/13/21 - 10/29/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program G20008 - 2020 Griffy LARE										
Account 53990 - Other Services and Charges										
50335 - Aquatic Control, INC	203297	18-Griffy LARE Tier 2 Sampling	Paid by EFT # 43374		10/19/2021	10/19/2021	10/29/2021		10/29/2021	1,200.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$1,200.00
Program G20008 - 2020 Griffy LARE Totals							Invoice Transactions	1		\$1,200.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	119		\$36,243.49
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions	119		\$36,243.49
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										
539 - Price Electric, INC	34565	18- Winslow Park Tennis light outage	Paid by EFT # 43491		10/19/2021	10/19/2021	10/29/2021		10/29/2021	9,741.30
3444 - Rundell Ernstberger Associates, INC	2021-1625-04	18- Bryan Park Trail Improvements	Paid by EFT # 43503		10/19/2021	10/19/2021	10/29/2021		10/29/2021	631.56
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$10,372.86
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals							Invoice Transactions	2		\$10,372.86
Department 18 - Parks & Recreation Totals							Invoice Transactions	2		\$10,372.86
Fund 977 - Parks 2016 GO Bond Proceeds Totals							Invoice Transactions	2		\$10,372.86
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	2021-1620-04	18- Construction Inspection for Cascades Trail and Streambank	Paid by EFT # 43503		10/19/2021	10/19/2021	10/29/2021		10/29/2021	6,172.28
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$6,172.28
Program 18018B - Griffy Loop Trail Lower Cascades Totals							Invoice Transactions	1		\$6,172.28
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$6,172.28
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	1		\$6,172.28
Grand Totals							Invoice Transactions	264		\$135,374.84

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/29/2021	Claims				135,374.84
					<u>135,374.84</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 \$ 135,374.84

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office_____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/22/2021	Payroll				168,112.45
					<u>168,112.45</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 \$ 168,112.45

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 10/27/21 - 11/12/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2089458	18- name badge labels, stickers	Paid by EFT # 43707		11/02/2021	11/02/2021	11/12/2021		11/12/2021	28.39
5819 - Synchrony Bank	449757667639	18- Amazon- Iphone charger	Paid by EFT # 43750		11/02/2021	11/02/2021	11/12/2021		11/12/2021	18.95
Account 52110 - Office Supplies Totals							Invoice Transactions 2			\$47.34
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	28729742113210	06-cell phone chgs 9/12-10/11/21-Inv.	Paid by Check # 74676		10/27/2021	10/27/2021	10/27/2021		10/27/2021	29.24
1079 - AT&T	812349370010-21	18-phone charges 9/20-10/19/21-#812 349-	Paid by Check # 74672		10/27/2021	10/27/2021	10/27/2021		10/27/2021	2,140.18
Account 53210 - Telephone Totals							Invoice Transactions 2			\$2,169.42
Program 181000 - Administration Totals							Invoice Transactions 4			\$2,216.76
Program 181100 - Marketing										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	846857694948	18-Amazon External DVD Drive Portable Burner	Paid by EFT # 43750		11/02/2021	11/02/2021	11/12/2021		11/12/2021	22.79
11693 - The Award Center, INC	60682	18-Tim Street name badges	Paid by EFT # 43756		11/02/2021	11/02/2021	11/12/2021		11/12/2021	30.00
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$52.79
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	28729742113210	06-cell phone chgs 9/12-10/11/21-Inv.	Paid by Check # 74676		10/27/2021	10/27/2021	10/27/2021		10/27/2021	40.95
Account 53210 - Telephone Totals							Invoice Transactions 1			\$40.95
Account 53220 - Postage										
933 - United States Postal Service	10-20-2021	18-Bulk mail permit #302 annual renewal fee	Paid by Check # 74730		11/02/2021	11/02/2021	11/12/2021		11/12/2021	265.00
933 - United States Postal Service	11-3-2021	18-Deposit to Bulk Mail account #302	Paid by Check # 74731		11/02/2021	11/02/2021	11/12/2021		11/12/2021	25,000.00
Account 53220 - Postage Totals							Invoice Transactions 2			\$25,265.00
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1653	18-Griffy Lake neighbor letter CHAP, loop trail	Paid by EFT # 43569		11/02/2021	11/02/2021	11/12/2021		11/12/2021	1,046.05
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1655	18-November Kids Kraze	Paid by EFT # 43569		11/02/2021	11/02/2021	11/12/2021		11/12/2021	309.11
818 - Everywhere Signs, LLC	58272	18-Holiday Market banner update date &	Paid by EFT # 43627		11/02/2021	11/02/2021	11/12/2021		11/12/2021	80.00



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4394 - Richardson Enterprises of Blqtn,LLC (FastSigns)	INV-53830	18-Veterans 5K directional yard signs	Paid by EFT # 43726	11/02/2021	11/02/2021	11/12/2021	11/12/2021	183.68
				Account 53310 - Printing Totals		Invoice Transactions 4		<hr/> \$1,618.84
Account 53320 - Advertising								
5289 - Amateur Sports Promotion	74975	18-TLRC ad in BHSN winter sports calendar	Paid by EFT # 43574	11/02/2021	11/02/2021	11/12/2021	11/12/2021	100.00
6891 - Gatehouse Media Indiana Holdings	0004091993	18-September display ad and legal notices	Paid by EFT # 43635	11/02/2021	11/02/2021	11/12/2021	11/12/2021	475.53
6891 - Gatehouse Media Indiana Holdings	0004092556	18-9/7 weather page ad SYP open interviews	Paid by EFT # 43635	11/02/2021	11/02/2021	11/12/2021	11/12/2021	359.38
				Account 53320 - Advertising Totals		Invoice Transactions 3		<hr/> \$934.91
Account 53910 - Dues and Subscriptions								
5511 - Bloomington Elite-BNI	563	18-Julie Ramey annual membership fee	Paid by EFT # 43593	11/02/2021	11/02/2021	11/12/2021	11/12/2021	549.00
5511 - Bloomington Elite-BNI	563-A	18-2022 BNI Bloomington Elite room	Paid by EFT # 43593	11/02/2021	11/02/2021	11/12/2021	11/12/2021	240.00
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-5467	18-website development Switchyard Park	Paid by EFT # 43649	11/02/2021	11/02/2021	11/12/2021	11/12/2021	7,900.00
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-5413	18-Quarterly web hosting for Twin Lakes Rec	Paid by EFT # 43649	11/02/2021	11/02/2021	11/12/2021	11/12/2021	165.00
				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 4		<hr/> \$8,854.00
Account 53990 - Other Services and Charges								
5017 - John W Lasher (The Production House)	SIM21031	18-updated Silver Sneakers video	Paid by EFT # 43683	11/02/2021	11/02/2021	11/12/2021	11/12/2021	1,100.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		<hr/> \$1,100.00
				Program 181100 - Marketing Totals		Invoice Transactions 17		<hr/> \$37,866.49
Program 182001 - Aquatics - Bryan Pool								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	2872974211321021	06-cell phone chgs 9/12-10/11/21-Inv.	Paid by Check # 74676	10/27/2021	10/27/2021	10/27/2021	10/27/2021	29.24
				Account 53210 - Telephone Totals		Invoice Transactions 1		<hr/> \$29.24
Account 53510 - Electrical Services								
223 - Duke Energy	830037300101121	18- Electric Charges October	Paid by Check # 74711	11/02/2021	11/02/2021	11/12/2021	11/12/2021	336.71
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		<hr/> \$336.71
				Program 182001 - Aquatics - Bryan Pool Totals		Invoice Transactions 2		<hr/> \$365.95
Program 182002 - Aquatics - Mills Pool								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	2872974211321021	06-cell phone chgs 9/12-10/11/21-Inv.	Paid by Check # 74676	10/27/2021	10/27/2021	10/27/2021	10/27/2021	72.08
				Account 53210 - Telephone Totals		Invoice Transactions 1		<hr/> \$72.08
Account 53510 - Electrical Services								



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223 - Duke Energy	83003730010 1121	18- Electric Charges October	Paid by Check # 74711	11/02/2021	11/02/2021	11/12/2021	11/12/2021	21.26
Account 53510 - Electrical Services Totals							Invoice Transactions 1	\$21.26
Account 53540 - Natural Gas								
222 - Vectren	50524084891105 21	18-Natural Gas October Mills	Paid by Check # 74734	11/02/2021	11/02/2021	11/12/2021	11/12/2021	46.00
Account 53540 - Natural Gas Totals							Invoice Transactions 1	\$46.00
Program 182002 - Aquatics - Mills Pool Totals							Invoice Transactions 3	\$139.34
Program 182500 - Frank Southern Center								
Account 52210 - Institutional Supplies								
51857 - Flex-Pac, INC	I308917	18 FSC toilet papaer, gloves, soap, disinfectant	Paid by Check # 74715	11/02/2021	11/02/2021	11/12/2021	11/12/2021	1,338.06
51857 - Flex-Pac, INC	I308917-01	18 FSC Freshener Aerosol, Urinal Catridges	Paid by Check # 74715	11/02/2021	11/02/2021	11/12/2021	11/12/2021	98.40
Account 52210 - Institutional Supplies Totals							Invoice Transactions 2	\$1,436.46
Account 52240 - Fuel and Oil								
2708 - AmeriGas Propane, LP	3127908482	18 FSC Propane for Zamboni	Paid by EFT # 43578	11/02/2021	11/02/2021	11/12/2021	11/12/2021	222.81
Account 52240 - Fuel and Oil Totals							Invoice Transactions 1	\$222.81
Account 52420 - Other Supplies								
50357 - Arrow Sporting Group, INC	INV1679	18 - FSC pucks and clear tape for pro shop	Paid by EFT # 43581	11/02/2021	11/02/2021	11/12/2021	11/12/2021	530.64
Account 52420 - Other Supplies Totals							Invoice Transactions 1	\$530.64
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 1121	18- Electric Charges October	Paid by Check # 74711	11/02/2021	11/02/2021	11/12/2021	11/12/2021	5,886.63
Account 53510 - Electrical Services Totals							Invoice Transactions 1	\$5,886.63
Account 53650 - Other Repairs								
4283 - Accurate Cutting Technologies, INC	59911	18 FSC Zamboni Blade Sharpening	Paid by EFT # 43571	11/02/2021	11/02/2021	11/12/2021	11/12/2021	115.80
Account 53650 - Other Repairs Totals							Invoice Transactions 1	\$115.80
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	P&RBF-SEPT 21	18-P&R-September 2021 Bank Fees paid in	Paid by EFT # 43545	10/31/2021	10/31/2021	10/31/2021	10/31/2021	866.55
Account 53830 - Bank Charges Totals							Invoice Transactions 1	\$866.55
Account 53920 - Laundry and Other Sanitation Services								
6279 - Destiny Easton (I Shine Cleaning, LLC)	5237	18 - FSC Bathroom Bi Weekly Cleaning	Paid by EFT # 43618	11/02/2021	11/02/2021	11/12/2021	11/12/2021	90.00
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 1	\$90.00
Program 182500 - Frank Southern Center Totals							Invoice Transactions 8	\$9,148.89
Program 183500 - Golf Services								



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Account 53210 - Telephone
13969 - AT&T Mobility II, LLC

28729742113210	06-cell phone chgs 9/12-10/11/21-Inv.	Paid by Check # 74676	10/27/2021	10/27/2021	10/27/2021	10/27/2021	42.84
21							
Account 53210 - Telephone Totals						Invoice Transactions 1	<u>\$42.84</u>

Account 53510 - Electrical Services

223 - Duke Energy	830037300101121	18- Electric Charges October	Paid by Check # 74711	11/02/2021	11/02/2021	11/12/2021	11/12/2021	911.40
Account 53510 - Electrical Services Totals							Invoice Transactions 1	<u>\$911.40</u>

Account 53540 - Natural Gas

222 - Vectren	1154625513110521	18-Natural Gas October Golf	Paid by Check # 74734	11/02/2021	11/02/2021	11/12/2021	11/12/2021	30.82
Account 53540 - Natural Gas Totals						Invoice Transactions 1		<u>\$30.82</u>

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	P&RBF-SEPT 21	18-P&R-September 2021	Paid by EFT #	10/31/2021	10/31/2021	10/31/2021	10/31/2021	4,668.33
		Bank Fees paid in	43545					
				Account	53830 - Bank Charges	Totals	Invoice Transactions 1	<u>\$4,668.33</u>
				Program	183500 - Golf Services	Totals	Invoice Transactions 4	<u>\$5,653.39</u>

Program 184000 - Natural Resources

Account 52310 - Building Materials and Supplies

409 - Black Lumber Co. INC	490548	18-treated lumber	Paid by EFT # 43589	11/02/2021	11/02/2021	11/12/2021	11/12/2021	23.98
351 - Young Trucking, INC	113925	18- #53 stone and trucking/delivery for	Paid by EFT # 43779	11/02/2021	11/02/2021	11/12/2021	11/12/2021	132.75
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 2		<div></div> \$156.73

Account 52340 - Other Repairs and Maintenance

409 - Black Lumber Co. INC	490487	18-forest products-1x6x6 cedar dog ear fence brd	Paid by EFT # 43589	11/02/2021	11/02/2021	11/12/2021	11/12/2021	125.82
4568 - Forestry Suppliers, INC	939919-00	18- (4) Boot Brush Replacements	Paid by EFT # 43632	11/02/2021	11/02/2021	11/12/2021	11/12/2021	185.40
Account 52340 - Other Repairs and Maintenance Totals						Invoice Transactions 2		<u>\$311.22</u>

Account 52420 - Other Supplies

5819 - Synchrony Bank	436943739859	18-Amazon Isopropyl alcohol/mini	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	13.70
Account 52420 - Other Supplies Totals							Invoice Transactions 1	<u>\$13.70</u>

Account 52430 - Uniforms and Tools

11693 - The Award Center, INC	60683	18-Parks staff name badges	Paid by EFT # 43756	11/02/2021	11/02/2021	11/12/2021	11/12/2021	28.50
Account 52430 - Uniforms and Tools Totals						Invoice Transactions 1		<u>\$28.50</u>

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	2872974211321021	06-cell phone chgs 9/12-10/11/21-Inv.	Paid by Check # 74676	10/27/2021	10/27/2021	10/27/2021	10/27/2021	70.19
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				Account 53210 - Telephone Totals		Invoice Transactions 1		\$70.19
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 1121	18- Electric Charges October	Paid by Check # 74711	11/02/2021	11/02/2021	11/12/2021	11/12/2021	33.50
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$33.50
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	P&RBF-SEPT 21	18-P&R-September 2021 Bank Fees paid in	Paid by EFT # 43545	10/31/2021	10/31/2021	10/31/2021	10/31/2021	5.87
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$5.87
Account 53920 - Laundry and Other Sanitation Services								
4175 - The Stables Events, LLC (Izzy's Rentals)	14172	18-Wapehani and Griffy Restroom Service	Paid by EFT # 43758	11/02/2021	11/02/2021	11/12/2021	11/12/2021	280.00
				Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 1		\$280.00
				Program 184000 - Natural Resources Totals		Invoice Transactions 10		\$899.71
Program 184500 - Youth Services -Juke Box								
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 1121	18- Electric Charges October	Paid by Check # 74711	11/02/2021	11/02/2021	11/12/2021	11/12/2021	219.28
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$219.28
Account 53610 - Building Repairs								
321 - Harrell Fish, INC (HFI)	C009325	18-AJB Fall maintenance on AC/Furnace	Paid by EFT # 43643	11/02/2021	11/02/2021	11/12/2021	11/12/2021	350.00
				Account 53610 - Building Repairs Totals		Invoice Transactions 1		\$350.00
				Program 184500 - Youth Services -Juke Box Totals		Invoice Transactions 2		\$569.28
Program 186500 - Community Events								
Account 43270 - Registration Fees								
Tom Reed	2021-00001502	18-Refunds	Paid by Check # 74749	11/02/2021	11/02/2021	11/12/2021	11/12/2021	1.00
				Account 43270 - Registration Fees Totals		Invoice Transactions 1		\$1.00
Account 52420 - Other Supplies								
4798 - Fun Express, LLC	711452119-01	18- items for splash and glow	Paid by EFT # 43634	11/02/2021	11/02/2021	11/12/2021	11/12/2021	21.21
4549 - Kroger Limited Partnership I	185850	18-apple cider-10/29/21	Paid by Check # 74720	11/02/2021	11/02/2021	11/12/2021	11/12/2021	19.95
				Account 52420 - Other Supplies Totals		Invoice Transactions 2		\$41.16
				Program 186500 - Community Events Totals		Invoice Transactions 3		\$42.16
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
409 - Black Lumber Co. INC	490562	18-Community Garden Supplies-twine, cable ties-	Paid by EFT # 43589	11/02/2021	11/02/2021	11/12/2021	11/12/2021	8.67



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				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$8.67
				Program 186502 - Community Events-Gardens Totals		Invoice Transactions 1		\$8.67
Program 187001 - Adult Sports-Softball								
Account 52230 - Garage and Motor Supplies								
394 - Kleindorfer Hardware & Variety	720771	18-antifreeze	Paid by EFT # 43679	11/02/2021	11/02/2021	11/12/2021	11/12/2021	11.79
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL20618	18 TLSP Parts for Kubota	Paid by EFT # 43727	11/02/2021	11/02/2021	11/12/2021	11/12/2021	309.50
				Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 2		\$321.29
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	2872974211321021	06-cell phone chgs 9/12-10/11/21-Inv.	Paid by Check # 74676	10/27/2021	10/27/2021	10/27/2021	10/27/2021	47.80
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$47.80
Account 53230 - Travel								
1097 - John Turnbull	102921	18- Travel Reimbursement 2021	Paid by EFT # 43764	11/02/2021	11/02/2021	11/12/2021	11/12/2021	326.00
				Account 53230 - Travel Totals		Invoice Transactions 1		\$326.00
Account 53510 - Electrical Services								
223 - Duke Energy	830037300101121	18- Electric Charges October	Paid by Check # 74711	11/02/2021	11/02/2021	11/12/2021	11/12/2021	1,170.02
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$1,170.02
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	P&RBF-SEPT 21	18-P&R-September 2021 Bank Fees paid in	Paid by EFT # 43545	10/31/2021	10/31/2021	10/31/2021	10/31/2021	85.88
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$85.88
				Program 187001 - Adult Sports-Softball Totals		Invoice Transactions 6		\$1,950.99
Program 187202 - Youth Sports-Winslow								
Account 53510 - Electrical Services								
223 - Duke Energy	830037300101121	18- Electric Charges October	Paid by Check # 74711	11/02/2021	11/02/2021	11/12/2021	11/12/2021	657.07
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$657.07
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-4027241	18-Landfill November Charges Winslow	Paid by EFT # 43723	11/02/2021	11/02/2021	11/12/2021	11/12/2021	222.44
				Account 53950 - Landfill Totals		Invoice Transactions 1		\$222.44
				Program 187202 - Youth Sports-Winslow Totals		Invoice Transactions 2		\$879.51
Program 187208 - Youth Sports-Olcott								
Account 53510 - Electrical Services								
223 - Duke Energy	830037300101121	18- Electric Charges October	Paid by Check # 74711	11/02/2021	11/02/2021	11/12/2021	11/12/2021	430.35



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Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$430.35
Program 187208 - Youth Sports-Olcott Totals				Invoice Transactions 1		\$430.35
Program 187500 - Banneker						
Account 52310 - Building Materials and Supplies						
5415 - Allied Wholesale Electrical Supply, LLC	5672271	18-BBCC-Leak Supplies 4	Paid by EFT # 43573	11/02/2021	11/02/2021	7.14
Account 52310 - Building Materials and Supplies Totals				Invoice Transactions 1		\$7.14
Account 52420 - Other Supplies						
50594 - Barry Company, INC	008228	18-BBCC-Leak Supplies - shark bite coupling	Paid by EFT # 43586	11/02/2021	11/02/2021	17.76
409 - Black Lumber Co. INC	487470	18-18-BBCC-Sign Lumber- 9/28/21	Paid by EFT # 43589	11/02/2021	11/02/2021	23.98
409 - Black Lumber Co. INC	487637	18-BBCC-Leak Repair Hardware, 4x4 wood	Paid by EFT # 43589	11/02/2021	11/02/2021	20.91
9523 - Freedom Business Solutions, LLC	12280	18-BBCC-Printer Ink	Paid by EFT # 43633	11/02/2021	11/02/2021	98.00
Account 52420 - Other Supplies Totals				Invoice Transactions 4		\$160.65
Account 53510 - Electrical Services						
223 - Duke Energy	830037300101121	18- Electric Charges October	Paid by Check # 74711	11/02/2021	11/02/2021	392.57
Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$392.57
Account 53540 - Natural Gas						
222 - Vectren	0350745006110521	18-Natural Gas October Banneker	Paid by Check # 74734	11/02/2021	11/02/2021	104.76
Account 53540 - Natural Gas Totals				Invoice Transactions 1		\$104.76
Account 53610 - Building Repairs						
321 - Harrell Fish, INC (HFI)	W70413	18-BBCC-Gym Cooling Repair	Paid by EFT # 43643	11/02/2021	11/02/2021	366.24
Account 53610 - Building Repairs Totals				Invoice Transactions 1		\$366.24
Account 53630 - Machinery and Equipment Repairs						
392 - Koorsen Fire & Security, INC	5499255	18-BBCC-Alarm Repair- 10/12/21	Paid by EFT # 43681	11/02/2021	11/02/2021	266.54
Account 53630 - Machinery and Equipment Repairs Totals				Invoice Transactions 1		\$266.54
Program 187500 - Banneker Totals				Invoice Transactions 9		\$1,297.90
Program 188001 - Inclusive Recreation						
Account 53210 - Telephone						
13969 - AT&T Mobility II, LLC	2872974211321021	06-cell phone chgs 9/12- 10/11/21-Inv.	Paid by Check # 74676	10/27/2021	10/27/2021	23.90
Account 53210 - Telephone Totals				Invoice Transactions 1		\$23.90
Program 188001 - Inclusive Recreation Totals				Invoice Transactions 1		\$23.90
Program 189000 - Operations						



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Account 52210 - Institutional Supplies

9269 - Ferguson Facilities Supply, HP	0372120	18-Custodial supplies- shelters/restrooms & PPE-	Paid by EFT # 43629	11/02/2021	11/02/2021	11/12/2021	11/12/2021	637.70
Products #3400		18-2 cases spray paint (B-Line) 5 mop heads	Paid by EFT # 43679	11/02/2021	11/02/2021	11/12/2021	11/12/2021	42.45
394 - Kleindorfer Hardware & Variety	717542							
Account 52210 - Institutional Supplies Totals Invoice Transactions 2								\$680.15

Account 52310 - Building Materials and Supplies

334 - Irving Materials, INC	11080521	18-2120 S. Highland- Aggplus pea gravel-4.00	Paid by EFT # 43667	11/02/2021	11/02/2021	11/12/2021	11/12/2021	466.00
334 - Irving Materials, INC	11080522	18-5G Imix Luster Brown Sealer-1-10/20/21-picked	Paid by EFT # 43667	11/02/2021	11/02/2021	11/12/2021	11/12/2021	142.50
365 - Rogers Group, INC	0713008950	18-playground sidewalks- #11 stone-3.50 cy-	Paid by EFT # 43730	11/02/2021	11/02/2021	11/12/2021	11/12/2021	73.50
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 3								\$682.00

Account 52340 - Other Repairs and Maintenance

5415 - Allied Wholesale Electrical Supply, LLC	56979744	18-electrical/plumbing parts-10/26/21	Paid by EFT # 43573	11/02/2021	11/02/2021	11/12/2021	11/12/2021	40.73
409 - Black Lumber Co. INC	490032	18-material for Building & Trades boardwalk-	Paid by EFT # 43589	11/02/2021	11/02/2021	11/12/2021	11/12/2021	94.24
321 - Harrell Fish, INC (HFI)	W70343	18-Materials/labor for SYP irrigation system low	Paid by EFT # 43643	11/02/2021	11/02/2021	11/12/2021	11/12/2021	25.00
2823 - John Naylor Trucking, LLC	30750	18-19.57 tons 1/4-minus: Ferguson Dog Park	Paid by EFT # 43674	11/02/2021	11/02/2021	11/12/2021	11/12/2021	185.92
394 - Kleindorfer Hardware & Variety	717515	18-teflon tape, valve	Paid by EFT # 43679	11/02/2021	11/02/2021	11/12/2021	11/12/2021	3.14
394 - Kleindorfer Hardware & Variety	717542	18-2 cases spray paint (B-Line) 5 mop heads	Paid by EFT # 43679	11/02/2021	11/02/2021	11/12/2021	11/12/2021	55.99
394 - Kleindorfer Hardware & Variety	719937	18-nut driver, screws, drill bits (locking up grill	Paid by EFT # 43679	11/02/2021	11/02/2021	11/12/2021	11/12/2021	27.02
394 - Kleindorfer Hardware & Variety	719732	18-pipe nipple, gal. reducer, bushings	Paid by EFT # 43679	11/02/2021	11/02/2021	11/12/2021	11/12/2021	12.17
394 - Kleindorfer Hardware & Variety	718265	18-	Paid by EFT # 43679	11/02/2021	11/02/2021	11/12/2021	11/12/2021	31.02
4443 - The Sherwin Williams Company	3909-8	18-Painting supplies- Stock 2022 Season-	Paid by EFT # 43757	11/02/2021	11/02/2021	11/12/2021	11/12/2021	160.30
4443 - The Sherwin Williams Company	8229-0	18-Painting supplies- Stock 2022 Season-	Paid by EFT # 43757	11/02/2021	11/02/2021	11/12/2021	11/12/2021	636.84
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 11								\$1,272.37

Account 52420 - Other Supplies

5763 - Miracle Recreation Equipment Company	836494	18-Replacement Mogul Slide w/ 8' deck (PRE	Paid by EFT # 43697	11/02/2021	11/02/2021	11/12/2021	11/12/2021	1,107.13
4394 - Richardson Enterprises of Blqtn, LLC (FastSigns)	INV-53818	18-(1) yd sign (adding second side to existing)	Paid by EFT # 43726	11/02/2021	11/02/2021	11/12/2021	11/12/2021	35.00



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5819 - Synchrony Bank	539576645969	18- Amazon -Universal Truck Seat/Bench	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	51.49
7843 - ZW USA INC (Dog Waste Depot)	443683	18-20 cs dog waste bags (2000) bags	Paid by EFT # 43780	11/02/2021	11/02/2021	11/12/2021	11/12/2021	599.80
Account 52420 - Other Supplies Totals							Invoice Transactions 4	<u>\$1,793.42</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	2872974211321021	06-cell phone chgs 9/12-10/11/21-Inv.	Paid by Check # 74676	10/27/2021	10/27/2021	10/27/2021	10/27/2021	301.64
Account 53210 - Telephone Totals							Invoice Transactions 1	<u>\$301.64</u>
Account 53510 - Electrical Services								
223 - Duke Energy	830037300101121	18- Electric Charges October	Paid by Check # 74711	11/02/2021	11/02/2021	11/12/2021	11/12/2021	2,739.48
Account 53510 - Electrical Services Totals							Invoice Transactions 1	<u>\$2,739.48</u>
Account 53540 - Natural Gas								
222 - Vectren	0252409732110321	18-Natural Gas October Ops	Paid by Check # 74734	11/02/2021	11/02/2021	11/12/2021	11/12/2021	22.22
Account 53540 - Natural Gas Totals							Invoice Transactions 1	<u>\$22.22</u>
Account 53650 - Other Repairs								
321 - Harrell Fish, INC (HFI)	W70343	18-Materials/labor for SYP irrigation system low	Paid by EFT # 43643	11/02/2021	11/02/2021	11/12/2021	11/12/2021	194.00
Account 53650 - Other Repairs Totals							Invoice Transactions 1	<u>\$194.00</u>
Account 53730 - Machinery and Equipment Rental								
6928 - Lavin Rental, LLC (Master Rental)	20922	18-(14) 6'x12' fence panels/bases: Securing of	Paid by EFT # 43684	11/02/2021	11/02/2021	11/12/2021	11/12/2021	1,208.18
Account 53730 - Machinery and Equipment Rental Totals							Invoice Transactions 1	<u>\$1,208.18</u>
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002822810	18-Landfill October Adams Ops	Paid by EFT # 43723	11/02/2021	11/02/2021	11/12/2021	11/12/2021	933.46
Account 53950 - Landfill Totals							Invoice Transactions 1	<u>\$933.46</u>
Program 189000 - Operations Totals							Invoice Transactions 26	<u>\$9,826.92</u>
Program 189006 - Switchyard Property								
Account 52210 - Institutional Supplies								
51857 - Flex-Pac, INC	I308135-01	18- SYP (2) Kutol Green Seal Pink Hand Soap	Paid by Check # 74715	11/02/2021	11/02/2021	11/12/2021	11/12/2021	112.98
51857 - Flex-Pac, INC	I308969	18- SYP 38x60 22mic 60 gal liners	Paid by Check # 74715	11/02/2021	11/02/2021	11/12/2021	11/12/2021	295.55
Account 52210 - Institutional Supplies Totals							Invoice Transactions 2	<u>\$408.53</u>
Account 52420 - Other Supplies								
334 - Irving Materials, INC	11077019	18 SYP Materials for Bicycle Repair Station	Paid by EFT # 43667	11/02/2021	11/02/2021	11/12/2021	11/12/2021	273.25
4574 - John Deere Financial (Rural King)	13410	18-SYP auto cut 25-2 head "bump head"-	Paid by Check # 74719	11/02/2021	11/02/2021	11/12/2021	11/12/2021	29.99



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394 - Kleindorfer Hardware & Variety	719750	18-SYP spray paint, cable lock, goof off	Paid by EFT # 43679	11/02/2021	11/02/2021	11/12/2021	11/12/2021	39.35
54255 - Spear Corporation	314169	18 SYP Replacement Wysiwash Gun Sprayer	Paid by EFT # 43741	11/02/2021	11/02/2021	11/12/2021	11/12/2021	160.71
Account 52420 - Other Supplies Totals Invoice Transactions 4								<u>\$503.30</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	2872974211321021	06-cell phone chgs 9/12-10/11/21-Inv.	Paid by Check # 74676	10/27/2021	10/27/2021	10/27/2021	10/27/2021	40.95
Account 53210 - Telephone Totals Invoice Transactions 1								<u>\$40.95</u>
Account 53510 - Electrical Services								
223 - Duke Energy	830037300101121	18- Electric Charges October	Paid by Check # 74711	11/02/2021	11/02/2021	11/12/2021	11/12/2021	2,265.87
Account 53510 - Electrical Services Totals Invoice Transactions 1								<u>\$2,265.87</u>
Account 53610 - Building Repairs								
3903 - Electric Plus, INC	30829	18 SYP Repair to Electric Post North of Pavilion	Paid by EFT # 43621	11/02/2021	11/02/2021	11/12/2021	11/12/2021	340.00
3054 - Sinclair Recreation, LLC (GameTime)	IG21142	18- SYP Fully Enclosed Tot Seat Replacement	Paid by EFT # 43737	11/02/2021	11/02/2021	11/12/2021	11/12/2021	378.21
Account 53610 - Building Repairs Totals Invoice Transactions 2								<u>\$718.21</u>
Program 189006 - Switchyard Property Totals Invoice Transactions 10								<u>\$3,936.86</u>
Program 189500 - Landscaping								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM225699	18- LAND 4 cases of 11 mil gloves (PPE for VM	Paid by EFT # 43628	11/02/2021	11/02/2021	11/12/2021	11/12/2021	1,170.84
Account 52210 - Institutional Supplies Totals Invoice Transactions 1								<u>\$1,170.84</u>
Account 52220 - Agricultural Supplies								
3560 - First Financial Bank / Credit Cards	1246769	18-Netherland Bulbs	Paid by Check # 74712	11/02/2021	11/02/2021	11/12/2021	11/12/2021	843.75
3560 - First Financial Bank / Credit Cards	18123	18-Vallonia State Nursery - tree seedlings	Paid by Check # 74712	11/02/2021	11/02/2021	11/12/2021	11/12/2021	2,153.11
5485 - Woody Warehouse Nursery, INC	194495	18- LAND 479/CEM 50 native trees and shrubs	Paid by EFT # 43777	11/02/2021	11/02/2021	11/12/2021	11/12/2021	6,787.96
Account 52220 - Agricultural Supplies Totals Invoice Transactions 3								<u>\$9,784.82</u>
Account 52420 - Other Supplies								
4660 - A.M. Leonard, INC	CI21245169	18- LAND hand tools for UGS & Centerstone	Paid by EFT # 43570	11/02/2021	11/02/2021	11/12/2021	11/12/2021	54.90
4574 - John Deere Financial (Rural King)	16760	18-LAND 200 6' t-posts; 900' 6'x2"x4" welded	Paid by Check # 74719	11/02/2021	11/02/2021	11/12/2021	11/12/2021	2,417.91
4574 - John Deere Financial (Rural King)	21041	18-LAND 400' 6'x2"x4" fencing & 200 6' t-posts-	Paid by Check # 74719	11/02/2021	11/02/2021	11/12/2021	11/12/2021	1,597.92
394 - Kleindorfer Hardware & Variety	619180	18 - LAND 1800' 6'x2"x4" fencing for tree caging	Paid by EFT # 43679	11/02/2021	11/02/2021	11/12/2021	11/12/2021	2,700.00



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Account 53160 - Instruction				Account 52420 - Other Supplies Totals		Invoice Transactions 4		\$6,770.73
893 - Indiana Native Plant And Wildflower Society, INC	DUES 2021-21&AC	18- LAND reg. for annual conf (6) and 2020-21	Paid by EFT # 43656	11/02/2021	11/02/2021	11/12/2021	11/12/2021	150.00
				Account 53160 - Instruction Totals		Invoice Transactions 1		\$150.00
Account 53210 - Telephone				Account 53210 - Telephone Totals		Invoice Transactions 1		\$40.95
13969 - AT&T Mobility II, LLC	2872974211321021	06-cell phone chgs 9/12-10/11/21-Inv.	Paid by Check # 74676	10/27/2021	10/27/2021	10/27/2021	10/27/2021	40.95
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$40.95
Account 53910 - Dues and Subscriptions				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		\$45.00
893 - Indiana Native Plant And Wildflower Society, INC	DUES 2021-21&AC	18- LAND reg. for annual conf (6) and 2020-21	Paid by EFT # 43656	11/02/2021	11/02/2021	11/12/2021	11/12/2021	45.00
				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		\$45.00
				Program 189500 - Landscaping Totals		Invoice Transactions 11		\$17,962.34
Program 189501 - Cemeteries				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1		\$775.59
Account 52220 - Agricultural Supplies				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1		\$775.59
5485 - Woody Warehouse Nursery, INC	194495	18- LAND 479/CEM 50 native trees and shrubs	Paid by EFT # 43777	11/02/2021	11/02/2021	11/12/2021	11/12/2021	775.59
				Account 52420 - Other Supplies Totals		Invoice Transactions 2		\$127.85
Account 52420 - Other Supplies				Account 52420 - Other Supplies Totals		Invoice Transactions 2		\$127.85
394 - Kleindorfer Hardware & Variety	717874	18- 5 gal diesel fuel can	Paid by EFT # 43679	11/02/2021	11/02/2021	11/12/2021	11/12/2021	51.95
394 - Kleindorfer Hardware & Variety	719557	18-weed eater line	Paid by EFT # 43679	11/02/2021	11/02/2021	11/12/2021	11/12/2021	75.90
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$40.95
Account 53210 - Telephone				Account 53210 - Telephone Totals		Invoice Transactions 1		\$40.95
13969 - AT&T Mobility II, LLC	2872974211321021	06-cell phone chgs 9/12-10/11/21-Inv.	Paid by Check # 74676	10/27/2021	10/27/2021	10/27/2021	10/27/2021	40.95
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$81.47
Account 53510 - Electrical Services				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$81.47
223 - Duke Energy	830037300101121	18- Electric Charges October	Paid by Check # 74711	11/02/2021	11/02/2021	11/12/2021	11/12/2021	81.47
				Account 53540 - Natural Gas Totals		Invoice Transactions 2		\$43.90
Account 53540 - Natural Gas				Account 53540 - Natural Gas Totals		Invoice Transactions 2		\$43.90
222 - Vectren	2150190557110521	18-Natural Gas October Rosehill 2	Paid by Check # 74734	11/02/2021	11/02/2021	11/12/2021	11/12/2021	23.09
222 - Vectren	2154628249110521	18-Natural Gas October Rosehill 1	Paid by Check # 74734	11/02/2021	11/02/2021	11/12/2021	11/12/2021	20.81
				Program 189501 - Cemeteries Totals		Invoice Transactions 7		\$1,069.76
Program 189503 - Urban Forestry				Program 189503 - Urban Forestry Totals		Invoice Transactions 7		\$1,069.76



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Account **53210 - Telephone**
13969 - AT&T Mobility II, LLC

28729742113210	06-cell phone chgs 9/12-10/11/21-Inv.	Paid by Check # 74676	10/27/2021	10/27/2021	10/27/2021	10/27/2021	158.67
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Account 53210 - Telephone Totals	Invoice Transactions 1	\$158.67
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Program 189503 - Urban Forestry Totals	Invoice Transactions 1	\$158.67
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Department 18 - Parks & Recreation Totals	Invoice Transactions 128	\$94,447.84
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Fund 200 - Parks and Recreation Gen (S1301) Totals	Invoice Transactions 128	\$94,447.84
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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-SEPT 21	18-P&R-September 2021 Bank Fees paid in	Paid by EFT # 43545	10/31/2021	10/31/2021	10/31/2021	10/31/2021	98.52
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Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$98.52
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Account **53990 - Other Services and Charges**

205 - City Of Bloomington	304259	18-PC Reimb-Bloomingsfoods East-	Paid by Check # 74709	11/02/2021	11/02/2021	11/12/2021	11/12/2021	19.98
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Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$19.98
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Program 181000 - Administration Totals	Invoice Transactions 2	\$118.50
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Program **181001 - Health & Wellness**

Account **52420 - Other Supplies**

3560 - First Financial Bank / Credit Cards	E2260309	18-Standard Race Bibs	Paid by Check # 74712	11/02/2021	11/02/2021	11/12/2021	11/12/2021	14.07
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Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$14.07
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Program 181001 - Health & Wellness Totals	Invoice Transactions 1	\$14.07
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Program **181100 - Marketing**

Account **53990 - Other Services and Charges**

818 - Everywhere Signs, LLC	58533	18-Lions Club Switchyard Park swing dedication	Paid by EFT # 43627	11/02/2021	11/02/2021	11/12/2021	11/12/2021	190.00
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Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$190.00
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Program 181100 - Marketing Totals	Invoice Transactions 1	\$190.00
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Program **182500 - Frank Southern Center**

Account **52330 - Street , Alley, and Sewer Material**

4099 - Gold Medal Products CO.	166443	18 - FSC Concession Supplies	Paid by EFT # 43637	11/02/2021	11/02/2021	11/12/2021	11/12/2021	245.40
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5819 - Synchrony Bank	5480	18 - FSC Concession Supplies	Paid by Check # 74726	11/02/2021	11/02/2021	11/12/2021	11/12/2021	96.84
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5819 - Synchrony Bank	1968	18 - FSC Concession Supplies	Paid by Check # 74726	11/02/2021	11/02/2021	11/12/2021	11/12/2021	19.72
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Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 3	\$361.96
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Program 183500 - Golf Services

Account 52330 - Street, Alley, and Sewer Material

38 - B & B Food Distributors, INC	295055	18 Cascades-Hotdogs and Misc Snacks-	Paid by EFT # 43583	11/02/2021	11/02/2021	11/12/2021	11/12/2021	332.14
5969 - Coca Cola Bottling CO.	2056208061	18 - Cascades - Bottled Drinks and BIBs	Paid by EFT # 43606	11/02/2021	11/02/2021	11/12/2021	11/12/2021	629.37
Consolidated								
5969 - Coca Cola Bottling CO.	2057202303	18 - Cascades - Credit Memo-10/20/21	Paid by EFT # 43606	11/02/2021	11/02/2021	11/12/2021	11/12/2021	(74.00)
Consolidated								
5969 - Coca Cola Bottling CO.	2057202304	18 - Cascades - Bottled Drinks and BIBs	Paid by EFT # 43606	11/02/2021	11/02/2021	11/12/2021	11/12/2021	152.43
Consolidated								
5969 - Coca Cola Bottling CO.	2056208143	18-Cascades - Bottled Drinks and BIBs-	Paid by EFT # 43606	11/02/2021	11/02/2021	11/12/2021	11/12/2021	174.88
Consolidated								
5819 - Synchrony Bank	4522	18-snack bar items-hotdog buns	Paid by Check # 74726	11/02/2021	11/02/2021	11/12/2021	11/12/2021	35.40

Account 52330 - Street, Alley, and Sewer Material Totals

Invoice Transactions 6

\$1,250.22

Program 183500 - Golf Services Totals

Invoice Transactions 6

\$1,250.22

Program 183501 - Golf Course - Pro Shop

Account 52330 - Street, Alley, and Sewer Material

4072 - Acushnet Company	911912477	18-Clubs, balls, bags, clothing & etc.-9/29/21	Paid by Check # 74708	11/02/2021	11/02/2021	11/12/2021	11/12/2021	240.18
4072 - Acushnet Company	911873039	18-Clubs, balls, bags, clothing & etc.-9/23/21	Paid by Check # 74708	11/02/2021	11/02/2021	11/12/2021	11/12/2021	1,161.71
3978 - J & M Golf, INC	0638628-IN	18 - Hot Hands	Paid by EFT # 43670	11/02/2021	11/02/2021	11/12/2021	11/12/2021	61.89
53619 - Ping, INC	16022630	18 - Clubs, bags, & misc.-10/27/21	Paid by EFT # 43713	11/02/2021	11/02/2021	11/12/2021	11/12/2021	1,645.00
53619 - Ping, INC	15977576	18-credit memo-Inv. #15956410-honor bag	Paid by EFT # 43713	11/02/2021	11/02/2021	11/12/2021	11/12/2021	(1.82)

Account 52330 - Street, Alley, and Sewer Material Totals

Invoice Transactions 5

\$3,106.96

Program 183501 - Golf Course - Pro Shop Totals

Invoice Transactions 5

\$3,106.96

Program 184500 - Youth Services -Juke Box

Account 52420 - Other Supplies

5819 - Synchrony Bank	844763747374	18-Amazon -Elmer's clue sticks/Sidewalk sign	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	94.90
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Account 52420 - Other Supplies Totals

Invoice Transactions 1

\$94.90

Program 184500 - Youth Services -Juke Box Totals

Invoice Transactions 1

\$94.90

Program 184501 - Youth Services-Kid City Camps

Account 52420 - Other Supplies

4549 - Kroger Limited Partnership I	014659	18-Kid City snack and activity supplies	Paid by Check # 74720	11/02/2021	11/02/2021	11/12/2021	11/12/2021	48.49
5819 - Synchrony Bank	1475 110121	18-Kid City Summer Camp Activity/Snacks	Paid by Check # 74726	11/02/2021	11/02/2021	11/12/2021	11/12/2021	7.48



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5819 - Synchrony Bank	844763747374	18-Amazon -Elmer's clue sticks/Sidewalk sign	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	33.26
Account 52420 - Other Supplies Totals Invoice Transactions 3								<u>\$89.23</u>
Account 53230 - Travel								
3560 - First Financial Bank / Credit Cards	2BMPOR	18-Southwest Flight for Amy Shrake	Paid by Check # 74712	11/02/2021	11/02/2021	11/12/2021	11/12/2021	320.97
Account 53230 - Travel Totals Invoice Transactions 1								<u>\$320.97</u>
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	P&RBF-SEPT 21	18-P&R-September 2021 Bank Fees paid in	Paid by EFT # 43545	10/31/2021	10/31/2021	10/31/2021	10/31/2021	52.96
Account 53830 - Bank Charges Totals Invoice Transactions 1								<u>\$52.96</u>
Program 184501 - Youth Services-Kid City Camps Totals Invoice Transactions 5								<u>\$463.16</u>
Program 185000 - Twin Lakes Recreation Center								
Account 52210 - Institutional Supplies								
9269 - Ferguson Facilities Supply, HP Products #3400	0371880	18-TLRC Facility Institutional Supplies-	Paid by EFT # 43629	11/02/2021	11/02/2021	11/12/2021	11/12/2021	1,198.52
Account 52210 - Institutional Supplies Totals Invoice Transactions 1								<u>\$1,198.52</u>
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	717766	18-TLRC-paint tape, battery light	Paid by EFT # 43679	11/02/2021	11/02/2021	11/12/2021	11/12/2021	26.36
394 - Kleindorfer Hardware & Variety	718021	18-TLRC-spring snaps, cabinet locks	Paid by EFT # 43679	11/02/2021	11/02/2021	11/12/2021	11/12/2021	46.08
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 2								<u>\$72.44</u>
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 1121	18- Electric Charges October	Paid by Check # 74711	11/02/2021	11/02/2021	11/12/2021	11/12/2021	3,189.05
Account 53510 - Electrical Services Totals Invoice Transactions 1								<u>\$3,189.05</u>
Account 53540 - Natural Gas								
222 - Vectren	02527656231103 21	18-Natural Gas October TLRC	Paid by Check # 74734	11/02/2021	11/02/2021	11/12/2021	11/12/2021	142.01
Account 53540 - Natural Gas Totals Invoice Transactions 1								<u>\$142.01</u>
Account 53610 - Building Repairs								
7934 - Creative Engineering Solutions	1003	18-Field Report on RU-2 TLRC HVAC unit failure	Paid by EFT # 43610	11/02/2021	11/02/2021	11/12/2021	11/12/2021	812.50
53657 - Plymate, INC	3049759	18 - TLRC Entry Mat Service-10/27/21	Paid by EFT # 43714	11/02/2021	11/02/2021	11/12/2021	11/12/2021	81.62
Account 53610 - Building Repairs Totals Invoice Transactions 2								<u>\$894.12</u>
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	P&RBF-SEPT 21	18-P&R-September 2021 Bank Fees paid in	Paid by EFT # 43545	10/31/2021	10/31/2021	10/31/2021	10/31/2021	1,156.12
Account 53830 - Bank Charges Totals Invoice Transactions 1								<u>\$1,156.12</u>



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Account 53910 - Dues and Subscriptions

454 - DirecTV, LLC	075619410X211110	18-TLRC-Satellite TV-10/21-11/20/21	Paid by Check # 74681	10/27/2021	10/27/2021	10/27/2021	10/27/2021	228.98
			Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1				\$228.98
			Program 185000 - Twin Lakes Recreation Center Totals	Invoice Transactions 9				\$6,881.24

Program 185002 - TLRC-Health & Wellness

Account 43380 - Other Services

Samantha Duncan	2021-00001461	18-Refunds	Paid by Check # 74743	11/02/2021	11/02/2021	11/12/2021	11/12/2021	320.00
			Account 43380 - Other Services Totals	Invoice Transactions 1				\$320.00

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	P&RBF-SEPT 21	18-P&R-September 2021 Bank Fees paid in	Paid by EFT # 43545	10/31/2021	10/31/2021	10/31/2021	10/31/2021	60.00
			Account 53830 - Bank Charges Totals	Invoice Transactions 1				\$60.00

Account 53940 - Temporary Contractual Employee

7794 - Molly R Adkins	102721	18-Fitness Specialist-10/18-10/27/21	Paid by EFT # 43572	11/02/2021	11/02/2021	11/12/2021	11/12/2021	187.50
6161 - Morgan Ashley Banks	102821	18-Fitness Specialist-10/18-10/28/21	Paid by EFT # 43584	11/02/2021	11/02/2021	11/12/2021	11/12/2021	250.00
6925 - Jessica Conger	10042021	18- TLRC Goup Ex Instructor Pay	Paid by EFT # 43608	11/02/2021	11/02/2021	11/12/2021	11/12/2021	93.75
7086 - Rivkah L Moore	102921	18-Fitness Specialist-10/18-10/29/21	Paid by EFT # 43702	11/02/2021	11/02/2021	11/12/2021	11/12/2021	437.50
5007 - Emeline P O'Connor	102821	18-Fitness Specialist-10/19-10/28/21	Paid by EFT # 43705	11/02/2021	11/02/2021	11/12/2021	11/12/2021	125.00
7440 - William Tuttle	102821	18-TLRC Fitness Specialist	Paid by EFT # 43766	11/02/2021	11/02/2021	11/12/2021	11/12/2021	212.50
7440 - William Tuttle	10282021	18-TLRC Fitness Specialist	Paid by EFT # 43766	11/02/2021	11/02/2021	11/12/2021	11/12/2021	210.00
			Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 7				\$1,516.25
			Program 185002 - TLRC-Health & Wellness Totals	Invoice Transactions 9				\$1,896.25

Program 185003 - TLRC-Basketball

Account 52430 - Uniforms and Tools

17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T95155	18- TLRC BYB Season 2 Jerseys	Paid by EFT # 43752	11/02/2021	11/02/2021	11/12/2021	11/12/2021	1,700.00
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T95156	18- TLRC BYB Season 2 Jerseys	Paid by EFT # 43752	11/02/2021	11/02/2021	11/12/2021	11/12/2021	2,260.00
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T95157	18- TLRC BYB Season 2 Jerseys	Paid by EFT # 43752	11/02/2021	11/02/2021	11/12/2021	11/12/2021	2,320.00
			Account 52430 - Uniforms and Tools Totals	Invoice Transactions 3				\$6,280.00

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	P&RBF-SEPT 21	18-P&R-September 2021 Bank Fees paid in	Paid by EFT # 43545	10/31/2021	10/31/2021	10/31/2021	10/31/2021	129.88
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Account 53940 - Temporary Contractual Employee				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$129.88
1973 - Megan M Stark	102921	18-Fitness Specialist-10/18-10/29/21	Paid by EFT # 43746	11/02/2021	11/02/2021	11/12/2021	11/12/2021	465.00
7543 - Diana Turner	102721	18-TLRC-Future Stars Instructor Pay	Paid by EFT # 43765	11/02/2021	11/02/2021	11/12/2021	11/12/2021	43.75
Account 53940 - Temporary Contractual Employee Totals						Invoice Transactions 2		\$508.75
Program 185003 - TLRC-Basketball Totals						Invoice Transactions 6		\$6,918.63
Program 185006 - TLRC-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling CO.	2056208185	18 - TLRC Concession Item Purchase	Paid by EFT # 43606	11/02/2021	11/02/2021	11/12/2021	11/12/2021	779.05
4099 - Gold Medal Products CO.	166428	18 - TLRC Concession Item Purchase	Paid by EFT # 43637	11/02/2021	11/02/2021	11/12/2021	11/12/2021	642.84
5819 - Synchrony Bank	1946	18 - TLRC Concession Item Purchase	Paid by Check # 74726	11/02/2021	11/02/2021	11/12/2021	11/12/2021	152.24
5819 - Synchrony Bank	0446	18 - TLRC Concession Item Purchase	Paid by Check # 74726	11/02/2021	11/02/2021	11/12/2021	11/12/2021	39.40
Account 52330 - Street , Alley, and Sewer Material Totals						Invoice Transactions 4		\$1,613.53
Program 185006 - TLRC-Concessions Totals						Invoice Transactions 4		\$1,613.53
Program 186500 - Community Events								
Account 52420 - Other Supplies								
4549 - Kroger Limited Partnership I	164283	18 - Pumpkins, scissors, hole punches	Paid by Check # 74720	11/02/2021	11/02/2021	11/12/2021	11/12/2021	78.49
3560 - First Financial Bank / Credit Cards	E2260309	18-Standard Race Bibs	Paid by Check # 74712	11/02/2021	11/02/2021	11/12/2021	11/12/2021	14.08
4798 - Fun Express, LLC	712003258-01	18 -toys and games for Trick or Treat Trail	Paid by EFT # 43634	11/02/2021	11/02/2021	11/12/2021	11/12/2021	231.59
4798 - Fun Express, LLC	712388134-01	18 - Prizes and decorations for fall events	Paid by EFT # 43634	11/02/2021	11/02/2021	11/12/2021	11/12/2021	85.52
5819 - Synchrony Bank	6274	18- candy for Trick or Treat Trail	Paid by Check # 74726	11/02/2021	11/02/2021	11/12/2021	11/12/2021	452.84
5819 - Synchrony Bank	535685399553	18-misc-Halloween supplies-party bags, LED	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	280.82
5819 - Synchrony Bank	538435545745	18- Amazon- Fake roaches	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	5.89
5819 - Synchrony Bank	569493467859	18- Amazon- mini mist maker fogger	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	11.99
5819 - Synchrony Bank	667769684583	18- Amazon-Ghillie suit/scary Halloween	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	30.96
5819 - Synchrony Bank	769337537349	18- Amazon- dark jester costume	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	39.69
5819 - Synchrony Bank	783694498873	18-misc-luminaries bags, snow blanket, jingle bells,	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	538.13



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5819 - Synchrony Bank	836963835834	18- Amazon- yellow 4-ply railroad board	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	16.49
5819 - Synchrony Bank	893584646538	18-Amazon-credit for refund	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	(32.96)
Account 52420 - Other Supplies Totals							Invoice Transactions 13	<u>\$1,753.53</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	28729742113210	06-cell phone chgs 9/12-10/11/21-Inv.	Paid by Check # 74676	10/27/2021	10/27/2021	10/27/2021	10/27/2021	40.95
Account 53210 - Telephone Totals							Invoice Transactions 1	<u>\$40.95</u>
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	P&RBF-SEPT 21	18-P&R-September 2021 Bank Fees paid in	Paid by EFT # 43545	10/31/2021	10/31/2021	10/31/2021	10/31/2021	204.90
Account 53830 - Bank Charges Totals							Invoice Transactions 1	<u>\$204.90</u>
Account 53990 - Other Services and Charges								
7931 - David Fred Development Corp (Winterland INC)	7851	18- Winter Lights Installation and Rental-	Paid by EFT # 43614	11/02/2021	11/02/2021	11/12/2021	11/12/2021	2,592.00
7930 - Adam Henze	10-16-2021	18- Eulogies on Demand for the cemetery tours on	Paid by EFT # 43645	11/02/2021	11/02/2021	11/12/2021	11/12/2021	200.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2	<u>\$2,792.00</u>
Program 186500 - Community Events Totals							Invoice Transactions 17	<u>\$4,791.38</u>
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
4660 - A.M. Leonard, INC	CI21246347	18-black & white tarp for gardens	Paid by EFT # 43570	11/02/2021	11/02/2021	11/12/2021	11/12/2021	313.29
2005 - Bloomington Speedway Mulch, INC	25512	18- stone #11 for the gardens	Paid by EFT # 43595	11/02/2021	11/02/2021	11/12/2021	11/12/2021	46.72
Account 52420 - Other Supplies Totals							Invoice Transactions 2	<u>\$360.01</u>
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	P&RBF-SEPT 21	18-P&R-September 2021 Bank Fees paid in	Paid by EFT # 43545	10/31/2021	10/31/2021	10/31/2021	10/31/2021	2.90
Account 53830 - Bank Charges Totals							Invoice Transactions 1	<u>\$2.90</u>
Account 53940 - Temporary Contractual Employee								
7927 - Asher Teng	092021	18-Herbal Tea Gardening Class-9/29/21	Paid by EFT # 43754	11/02/2021	11/02/2021	11/12/2021	11/12/2021	100.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 1	<u>\$100.00</u>
Program 186502 - Community Events-Gardens Totals							Invoice Transactions 4	<u>\$462.91</u>
Program 186503 - Community Events-Farmers' Market								
Account 47230 - Gift Certificate								
3960 - Cortland V Carrington (Farmers Market Only)	2682	Market Bucks and Gift Certificates	Paid by EFT # 43600	11/02/2021	11/02/2021	11/12/2021	11/12/2021	5.00
3265 - Linnea Lee Good	2678	Gift Certificates	Paid by EFT # 43638	11/02/2021	11/02/2021	11/12/2021	11/12/2021	25.00



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Invoice Date Range 10/27/21 - 11/12/21

12416 - Daniel J Graber	2673	Market Bucks and Gift Certificates	Paid by EFT # 43639	11/02/2021	11/02/2021	11/12/2021	11/12/2021	1,225.00
18520 - Kevin L Graber	2669	Market Bucks and Gift Certificates	Paid by EFT # 43640	11/02/2021	11/02/2021	11/12/2021	11/12/2021	10.00
12527 - Hoosier Honey	2650	Market Bucks and Gift Certificates	Paid by EFT # 43650	11/02/2021	11/02/2021	11/12/2021	11/12/2021	55.00
12527 - Hoosier Honey	2676	Market Bucks and Gift Certificates	Paid by EFT # 43650	11/02/2021	11/02/2021	11/12/2021	11/12/2021	50.00
5200 - Chester L Lehman (Olde Lane Orchard)	2666	Market Bucks and Gift Certificates	Paid by EFT # 43686	11/02/2021	11/02/2021	11/12/2021	11/12/2021	65.00
12413 - Dale L Marchino	2684	Market Bucks and Gift Certificates	Paid by Check # 74721	11/02/2021	11/02/2021	11/12/2021	11/12/2021	45.00
12405 - Titus Raber	2672	Market Bucks and Gift Certificates	Paid by EFT # 43718	11/02/2021	11/02/2021	11/12/2021	11/12/2021	35.00
7337 - David Ray (Stonewall Maple Syrup)	2679	Gift Certificates	Paid by EFT # 43719	11/02/2021	11/02/2021	11/12/2021	11/12/2021	5.00
14571 - Melvin E Reeves	2677	Market Bucks and Gift Certificates	Paid by EFT # 43722	11/02/2021	11/02/2021	11/12/2021	11/12/2021	10.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2668	Market Bucks and Gift Certificates	Paid by EFT # 43733	11/02/2021	11/02/2021	11/12/2021	11/12/2021	20.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2675	Market Bucks and Gift Certificates	Paid by EFT # 43736	11/02/2021	11/02/2021	11/12/2021	11/12/2021	155.00
6623 - Twilight Dairy, LLC	2683	Market Bucks and Gift Certificates	Paid by EFT # 43767	11/02/2021	11/02/2021	11/12/2021	11/12/2021	115.00
12424 - Daniel L Weber	2651	Gift Certificates	Paid by EFT # 43774	11/02/2021	11/02/2021	11/12/2021	11/12/2021	20.00
				Account 47230 - Gift Certificate Totals		Invoice Transactions 15		\$1,840.00
Account 47240 - EBT Market Bucks								
7363 - Burt(Feast Market and Cellar)	2664	Market Bucks	Paid by EFT # 43598	11/02/2021	11/02/2021	11/12/2021	11/12/2021	108.00
7363 - Burt(Feast Market and Cellar)	2657	Market Bucks	Paid by EFT # 43598	11/02/2021	11/02/2021	11/12/2021	11/12/2021	90.00
3960 - Cortland V Carrington (Farmers Market Only)	2667	Market Bucks	Paid by EFT # 43600	11/02/2021	11/02/2021	11/12/2021	11/12/2021	60.00
3960 - Cortland V Carrington (Farmers Market Only)	2682	Market Bucks and Gift Certificates	Paid by EFT # 43600	11/02/2021	11/02/2021	11/12/2021	11/12/2021	33.00
12416 - Daniel J Graber	2673	Market Bucks and Gift Certificates	Paid by EFT # 43639	11/02/2021	11/02/2021	11/12/2021	11/12/2021	1,200.00
18520 - Kevin L Graber	2669	Market Bucks and Gift Certificates	Paid by EFT # 43640	11/02/2021	11/02/2021	11/12/2021	11/12/2021	156.00
12527 - Hoosier Honey	2650	Market Bucks and Gift Certificates	Paid by EFT # 43650	11/02/2021	11/02/2021	11/12/2021	11/12/2021	291.00
12527 - Hoosier Honey	2676	Market Bucks and Gift Certificates	Paid by EFT # 43650	11/02/2021	11/02/2021	11/12/2021	11/12/2021	138.00

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Invoice Date Range 10/27/21 - 11/12/21

Program **186506 - Performing Art Series**
Account **53990 - Other Services and Charges**
7907 - I Saw A Film Today Oh Boy, 10.14.21
INC (The Ryder)

18- Movie Licenses for
Movies in the Parks

Account **53990 - Other Services and Charges** Totals
Program **186504 - Senior Expo** Totals

Invoice Transactions 1	\$57.00
Invoice Transactions 1	\$57.00

Paid by EFT # 11/02/2021 11/02/2021 11/12/2021 11/12/2021 390.00
43655
Account **53990 - Other Services and Charges** Totals
Program **186506 - Performing Art Series** Totals

Invoice Transactions 1	\$390.00
Invoice Transactions 1	\$390.00

Program **187001 - Adult Sports-Softball**
Account **53910 - Dues and Subscriptions**
535 - USA Softball, INC SALES00007067

18-2022 Tournament bid
fee

Paid by Check # 11/02/2021 11/02/2021 11/12/2021 11/12/2021 1,000.00
74733
Account **53910 - Dues and Subscriptions** Totals

Invoice Transactions 1	\$1,000.00
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Account **53940 - Temporary Contractual Employee**

7147 - Keith E Crittenden 101321
17565 - Michael B Hicks (Contractual) 101221
6443 - David Joseph Huss 101321
7758 - Timothy R Louis 101321

18-Adult Softball Umpire-
10/13/21-inc. 100 Game
18-Adult Softball Umpire-
10/12/2021
18-Adult Softball Umpire-
10/13/2021
18-Adult Softball Umpire-
10/12 & 10/13/21

Paid by EFT # 11/02/2021 11/02/2021 11/12/2021 11/12/2021 140.00
43611
Paid by EFT # 11/02/2021 11/02/2021 11/12/2021 11/12/2021 40.00
43646
Paid by EFT # 11/02/2021 11/02/2021 11/12/2021 11/12/2021 114.00
43654
Paid by EFT # 11/02/2021 11/02/2021 11/12/2021 11/12/2021 100.00
43687

Account **53940 - Temporary Contractual Employee** Totals
Program **187001 - Adult Sports-Softball** Totals

Invoice Transactions 4	\$394.00
Invoice Transactions 5	\$1,394.00

Program **187002 - Adult Sports-Tennis**
Account **53830 - Bank Charges**

18844 - First Financial Bank, N.A. P&RBF-SEPT 21

18-P&R-September 2021
Bank Fees paid in

Paid by EFT # 10/31/2021 10/31/2021 10/31/2021 10/31/2021 15.76
43545

Account **53830 - Bank Charges** Totals
Program **187002 - Adult Sports-Tennis** Totals

Invoice Transactions 1	\$15.76
Invoice Transactions 1	\$15.76

Program **187503 - Banneker-Classes**
Account **52420 - Other Supplies**

577 - W.W. Grainger, INC 9049888549
577 - W.W. Grainger, INC 9050159616
577 - W.W. Grainger, INC 9049888564
577 - W.W. Grainger, INC 9051479351
577 - W.W. Grainger, INC 9066396871

18-BBCC-Mural Paint 2
18-BBCC-Mural Paint 3
18-BBCC-Mural Paint 4
18-BBCC-Mural Paint 5
18-BBCC-Mural Paint 1

Paid by EFT # 11/02/2021 11/02/2021 11/12/2021 11/12/2021 116.80
43772
Paid by EFT # 11/02/2021 11/02/2021 11/12/2021 11/12/2021 482.96
43772
Paid by EFT # 11/02/2021 11/02/2021 11/12/2021 11/12/2021 124.48
43772
Paid by EFT # 11/02/2021 11/02/2021 11/12/2021 11/12/2021 29.20
43772
Paid by EFT # 11/02/2021 11/02/2021 11/12/2021 11/12/2021 162.42
43772

11/12/2021	116.80
11/12/2021	482.96
11/12/2021	124.48
11/12/2021	29.20
11/12/2021	162.42



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Invoice Date Range 10/27/21 - 11/12/21

				Account 52420 - Other Supplies Totals	Invoice Transactions 5			\$915.86
				Program 187503 - Banneker-Classes Totals	Invoice Transactions 5			\$915.86
Program 189003 - Operations-Open Shelters								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	P&RBF-SEPT 21	18-P&R-September 2021 Bank Fees paid in	Paid by EFT # 43545	10/31/2021	10/31/2021	10/31/2021	10/31/2021	80.73
				Account 53830 - Bank Charges Totals	Invoice Transactions 1			\$80.73
				Program 189003 - Operations-Open Shelters Totals	Invoice Transactions 1			\$80.73
Program 189006 - Switchyard Property								
Account 43220 - Facility Rentals								
Tracie Bledsoe	2021-00001478	18-Refunds	Paid by Check # 74739	11/02/2021	11/02/2021	11/12/2021	11/12/2021	650.00
Monroe County Master Gardener Assoc.	2021-00001460	18-Refunds	Paid by Check # 74748	11/02/2021	11/02/2021	11/12/2021	11/12/2021	250.00
				Account 43220 - Facility Rentals Totals	Invoice Transactions 2			\$900.00
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	P&RBF-SEPT 21	18-P&R-September 2021 Bank Fees paid in	Paid by EFT # 43545	10/31/2021	10/31/2021	10/31/2021	10/31/2021	98.47
				Account 53830 - Bank Charges Totals	Invoice Transactions 1			\$98.47
				Program 189006 - Switchyard Property Totals	Invoice Transactions 3			\$998.47
Program G21011 - 2021 Griffy Nature Days								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	436943739859	18-Amazon Isopropyl alcohol/mini	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	59.82
5819 - Synchrony Bank	838688465843	18- Amazon-Tool Bag/Manual pencil	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	31.23
				Account 52420 - Other Supplies Totals	Invoice Transactions 2			\$91.05
				Program G21011 - 2021 Griffy Nature Days Totals	Invoice Transactions 2			\$91.05
Program G21015 - 2021-2024 Leonard Sp Nature Days								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	436943739859	18-Amazon Isopropyl alcohol/mini	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	54.99
5819 - Synchrony Bank	577674696446	18- Amazon-indoor/outdoor	Paid by EFT # 43750	11/02/2021	11/02/2021	11/12/2021	11/12/2021	19.98
				Account 52420 - Other Supplies Totals	Invoice Transactions 2			\$74.97
				Program G21015 - 2021-2024 Leonard Sp Nature Days Totals	Invoice Transactions 2			\$74.97
				Department 18 - Parks & Recreation Totals	Invoice Transactions 134			\$37,855.92
				Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions 134			\$37,855.92
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								



Board of Park & Recreation Claim Register

Invoice Date Range 10/27/21 - 11/12/21

Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP

Account 54510 - Other Capital Outlays

11012 - Parkreation, INC	6983	18-15'x15' shade kite w/ two tone fabric colors for	Paid by EFT # 43710	11/02/2021	11/02/2021	11/12/2021	11/12/2021	8,847.40
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$8,847.40
Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP Totals						Invoice Transactions 1		\$8,847.40

Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP

Account 54510 - Other Capital Outlays

6966 - Steven D Hobbs (Dynasty Painting, LLC)	002290	18-Re-staining of Olcott Park	Paid by EFT # 43648	11/02/2021	11/02/2021	11/12/2021	11/12/2021	4,800.00
1537 - Indiana Door & Hardware Specialties, INC	7459AA	18-Griffy Lake Boathouse and Restroom Door	Paid by Check # 74717	11/02/2021	11/02/2021	11/12/2021	11/12/2021	11,455.00
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 2		\$16,255.00
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals						Invoice Transactions 2		\$16,255.00
Department 18 - Parks & Recreation Totals						Invoice Transactions 3		\$25,102.40
Fund 977 - Parks 2016 GO Bond Proceeds Totals						Invoice Transactions 3		\$25,102.40

Fund 980 - 2018 BicentennialBnd Prcd900030

Department 18 - Parks & Recreation

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

Account 54510 - Other Capital Outlays

18844 - First Financial Bank, N.A.	7THBIKELN-APP 5	07-7th St. Protected Bike LN Imp-BC-2021-47-CN-	Paid by Check # 74714	11/02/2021	11/02/2021	11/12/2021	11/12/2021	22,695.35
19278 - Milestone Contractors, LP	7THBIKELN-APP 5	07-7thSt. Protected Bike LN Imp-BC-2021-47-CN-	Paid by EFT # 43695	11/02/2021	11/02/2021	11/12/2021	11/12/2021	375,464.16
5641 - AZTEC Engineering Group, INC	201014	18-Duke Power Line Trail Design-services 9/10-	Paid by EFT # 43582	11/02/2021	11/02/2021	11/12/2021	11/12/2021	2,500.00
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 3		\$400,659.51
Program 18018A - 7th St Green Way, RCA Power Line Totals						Invoice Transactions 3		\$400,659.51

Program 18018B - Griffy Loop Trail Lower Cascades

Account 54510 - Other Capital Outlays

7059 - Eagle Ridge Civil Engineering Services, LLC	204-23	18-Cascades Trail PH V-Inv date 10/29/21	Paid by EFT # 43617	11/02/2021	11/02/2021	11/12/2021	11/12/2021	920.33
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$920.33
Program 18018B - Griffy Loop Trail Lower Cascades Totals						Invoice Transactions 1		\$920.33
Department 18 - Parks & Recreation Totals						Invoice Transactions 4		\$401,579.84
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals						Invoice Transactions 4		\$401,579.84
Grand Totals						Invoice Transactions 269		\$558,986.00

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/29/2021	Claims				135,374.84
					<u>135,374.84</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 \$ 135,374.84

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office_____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/5/2021	Payroll				172,694.30
					<u>172,694.30</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 172,694.30

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 _____



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2021-00017486	BA	GL	11/09/2021	Budget Amendment				

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2020	2020	2020	2020	2021	2021	2021	
October	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>October</u>	<u>to date</u>	<u>Budget</u>	<u>October</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	737,200	754,943	645,294	85.48%	717,168	673,516	93.91%	4.37%
Health & Wellness	107,016	87,486	74,449	85.10%	86,927	72,406	83.30%	-2.74%
Community Relations	487,964	382,301	334,891	87.60%	498,198	318,722	67.22%	-4.83%
Aquatics	378,257	41,799	56,869	136.05%	293,257	293,257	100.00%	415.67%
Frank Southern Center	381,828	313,225	273,985	87.47%	369,516	176,165	47.67%	-35.70%
Golf Services	706,904	752,234	642,384	85.40%	720,425	618,754	85.89%	-3.68%
Natural Resources	388,562	356,217	303,536	85.21%	390,401	296,682	75.99%	-2.26%
Youth Programs	62,293	73,338	62,948	85.83%	73,773	61,026	82.72%	-3.05%
TLRC	294,799	286,735	243,447	84.90%	278,629	233,487	83.80%	-4.09%
Community Events	405,346	416,547	360,795	86.62%	418,379	342,637	81.90%	-5.03%
Adult Sports	286,511	191,953	176,483	91.94%	244,078	197,974	81.11%	12.18%
Youth Sports	295,022	229,703	224,049	97.54%	231,548	204,260	88.21%	-8.83%
BBCC	444,450	309,347	265,572	85.85%	419,321	292,404	69.73%	10.10%
Inclusive Recreation	86,491	89,526	81,161	90.66%	89,535	64,057	71.54%	-21.07%
Operations	1,979,870	1,803,531	1,558,498	86.41%	1,865,916	1,490,203	79.86%	-4.38%
Switchyard Property	256,821	200,725	164,721	82.06%	410,662	306,982	74.75%	86.36%
Landscaping	613,368	514,742	463,673	90.08%	654,879	450,504	68.79%	-2.84%
Cemeteries	211,863	180,755	153,412	84.87%	214,404	166,689	77.75%	8.65%
Urban Forestry	514,292	378,572	292,502	77.26%	501,313	304,405	60.72%	4.07%
Recover Forward	50,000	50,000		0.00%	0	0	0.00%	0.00%
General Fund total:	7,901,657	7,413,677	6,378,668	86.04%	8,478,330	6,564,130	77.42%	2.91%
Non-Reverting Fund								
Administration	14,650	13,277	17,443	131.38%	18,550	5,588	30.12%	-67.96%
Health & Wellness	1,650	18,293	4,625	25.28%	2,450	3,077	125.58%	-33.48%
Community Relations	5,350	7,824	7,779	99.42%	5,350	530	9.91%	-93.18%
Aquatics	81,959	79,918	35,878	44.89%	55,544	59,629	107.36%	66.20%
Frank Southern Cent	86,859	100,685	48,347	48.02%	87,669	47,389	54.06%	-1.98%
Golf Services	168,852	142,148	137,943	97.04%	126,758	141,998	112.02%	2.94%
Natural Resources	65,429	23,982	19,067	79.51%	70,610	15,888	22.50%	-16.67%
Youth Programs	238,025	99,238	95,890	96.63%	214,782	120,154	55.94%	25.30%
*TLRC - day to day	570,919	447,049	317,602	71.04%	633,489	325,615	51.40%	2.52%
Community Events	250,680	188,015	174,800	92.97%	216,119	129,340	59.85%	-26.01%
Adult Sports	140,331	72,275	48,502	67.11%	135,504	89,763	66.24%	85.07%
Youth Sports	9,482	54,592	7,530	13.79%	9,578	30,053	313.79%	299.11%
BBCC	41,962	19,493	6,216	31.89%	2,560	3,949	154.26%	-36.47%
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	3,710	16.87%	46,110	89,799	194.75%	2320.16%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,577	41,870	33,436	79.86%	27,672	56,284	203.40%	68.33%
Landscaping (CCC P	6,150	0	0	0.00%	0	197	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	600	0.00%	0.00%
Urban Forestry	0	940	0	0.00%	6,350	0	0.00%	0.00%
N-R Fund subtotal:	1,752,484	1,332,989	961,983	72.17%	1,659,093	1,119,854	67.50%	16.41%
TLRC - bond	482,000	481,738	481,738	100.00%	474,100	474,013	99.98%	-1.60%
N-R Fund total:	2,234,484	1,814,726	1,443,721	79.56%	2,133,193	1,593,867	74.72%	10.40%

Other Misc Funds								
15-16 MCCSC 21st C	884				884			
16-17 MCCS 21st com I								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn	9,208	18,679			2,079			
20-21 MCCSC 21st Com Learn					18,683			
Community Banneker Bus	39,995	39,995						
G14006 Out-of School Prg.								
G15008 Summer Fod	11,115	33,346	34,683		11,115	12,898		
G15009 Nature Days S/Star								
Griffy Lake Nature Day	14,269				2,231			
Wapehani I-69 Mitigation								
Leonard Springs Nature					3,618			
Banneker Nature Day	3,659	3,659			3,109			
NRPA Nutrition Hub		0			10,695			
Kaboom Play								
Youth & Adolescent Phy Act	9,936				8,004			
Goat Farm								
Giffy LARE		6,300	6,383		5,499			
Deer Cull		25,000	25,000		25,000			
Banneker ROI		177,541	154,909		13,979			
Other Misc Funds total:	21,935	106,778	283,309	265.33%	11,999	105,793		
TOTAL ALL FUNDS	10,158,076	9,335,181	8,105,697	86.83%	10,623,522	8,263,790	77.79%	1.95%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues October 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>October</u>	<u>to date</u>	<u>for year</u>	<u>October</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	28,109	99.92%	500	987	197.38%	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	102,143	82.83%	215,100	16,032	7.45%	-84.30%
Golf Services	599,500	682,689	644,160	94.36%	572,000	826,102	144.42%	28.24%
Natural Resources	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	974	7.18%	12,900	3,942	30.56%	304.72%
Adult Sports	54,000	13,563	13,563	100.00%	48,500	30,600	63.09%	125.62%
Youth Sports	30,500	10,828	8,739	80.71%	39,800	26,759	67.23%	206.20%
BBCC	15,000	6,027	3,225	53.52%	15,000	14,276	95.17%	342.63%
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	41,250	86.39%	28,150	39,175	139.17%	-5.03%
Urban Forestry	0	0	0	0.00%	0	75	0.00%	0.00%
Recover Forward	0	50,000	0	0.00%	0	0	0.00%	0.00%
Subtotal Program Rev	1,129,490	963,298	842,248	87.43%	1,118,550	1,125,909	100.66%	33.68%
General Fund Total	7,642,515	8,139,265	4,374,024	53.74%	7,658,708	5,608,376	73.23%	28.22%
Non-Reverting Fund								
Administration	35,600	16,415	15,100	91.99%	35,600	10,998	30.89%	-27.16%
Health & Wellness	3,915	23,764	204	0.86%	3,250	3,434	105.65%	1583.22%
Community Relations	5,400	8,089	3,000	37.09%	5,400	2,632	48.74%	-12.27%
Aquatics	86,301	2,692	2,512	93.31%	85,503	84,190	98.46%	3251.50%
Frank Southern	123,300	55,031	52,706	95.78%	102,200	23,379	22.88%	-55.64%
Golf Services	156,500	160,799	139,476	86.74%	149,300	209,397	140.25%	50.13%
Natural Resources	70,000	61,656	61,590	99.89%	71,400	48,774	68.31%	-20.81%
Youth Programs	246,740	116,867	118,388	101.30%	246,740	137,533	55.74%	16.17%
*TLRC -Operational	1,065,974	451,170	392,310	86.95%	730,428	461,943	63.24%	17.75%
Community Events	200,311	93,604	91,613	97.87%	192,459	122,317	63.55%	33.52%
Adult Sports	143,500	39,589	39,535	99.86%	138,300	94,262	68.16%	138.43%
Youth Sports	4,002	1,344	1,344	100.00%	3,502	7,548	215.53%	461.51%
BBCC	7,600	19,524	14,634	74.95%	7,600	9,128	120.11%	-37.62%
Operations	64,800	38,706	33,074	85.45%	68,900	111,790	162.25%	238.00%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	12,500	27,491	27,382	99.60%	31,500	46,197	146.66%	68.71%
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	1,001,519	88.99%	1,881,982	1,383,397	73.51%	38.13%
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	267			89		
Banneker ROI		157,379	157,379					
Banneker Nature Days		3,659	3,659			3,109		
Yth & Adolescent Phy A	8,000				8,000	8,467		
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	291,236		180,074	114,413		
TOTAL ALL FUNDS	10,033,932	9,605,116	5,666,779	59.00%	9,720,764	7,106,185	73.10%	25.40%

	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	10/31/2021	revenue	10/31/2021	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	263,161.73	10,998.48		5,588.07		5,410.41	268,572.14
181001	Health & Wellness	14,884.91	3,433.77		3,076.65		357.12	15,242.03
181100	Community Relations	34,679.89	2,631.89		530.15		2,101.74	36,781.63
182001	Aquatics	311,829.23	84,189.56		59,628.86		24,560.70	336,389.93
182500	Frank Southern Center	145,619.91	23,379.24		47,389.43		(24,010.19)	121,609.72
183500	Golf Course	162,151.68	209,396.54		141,998.36		67,398.18	229,549.86
184000	Natural Resources	329,236.85	48,773.87		15,888.26		32,885.61	362,122.46
184500	Allison Jukebox	290,192.83	137,533.05		120,154.11		17,378.94	307,571.77
185000	TLRC	(2,235,133.79)	378,576.92		799,627.74		(421,050.82)	(2,656,184.61)
185009	TLRC Reserve	631,401.59	83,365.97		0.00		83,365.97	714,767.56
186500	Community Events	543,891.59	122,317.09		129,340.34		(7,023.25)	536,868.34
187001	Adult Sports	2,251.34	94,261.87		89,763.20		4,498.67	6,750.01
187202	Youth Sports	6,198.34	7,547.92		30,053.02		(22,505.10)	(16,306.76)
187209	Skate Park	575.42	0		0.00		0.00	575.42
187500	Benjamin Banneker Comm Center	64,551.43	9,128.46		3,949.02		5,179.44	69,730.87
	Childcare Program	(1,399.03)	0.00		0.00		0.00	(1,399.03)
189000	Operations	194,525.72	111,790.40		89,798.50		21,991.90	216,517.62
189005	Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
**189006	Switchyard Property	223,929.49	46,196.96		56,284.14		(10,087.18)	213,842.31
189500	Landscaping	13,454.36	0.00		0.00		0.00	13,454.36
189501	Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
189503	Urban Forestry	28,477.22	9,875.00		600.49		9,274.51	37,751.73
10002.01	Change Fund	0.00			0.00		0.00	0.00
201-24105	Deposits	0.00					0.00	0.00
	TOTALS	1,031,971.50	1,383,396.99	0.00	1,593,670.34	0.00	(210,273.35)	821,698.15

* 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.

(210,273.35)
**INCREASE/DECREASE
FOR THE CURRENT**

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
10/01/2021	1929917	6	FR	SHELT_WINSP_	Winslow Woods Shelter on 10/16/202	Refund Now	grabowsm	71.00	0.00	71.00
10/02/2021	1930370	500	PSS	219	Cascades Special (219)	Refund Now	SIMSJA	35.00	0.00	35.00
10/05/2021	1931872	6	FR	Turf_TLRC_Turf	Turf on 10/05/2021 at 8:00pm to 10:	Refund Now	grabowsm	200.00	0.00	200.00
10/08/2021	1933073	4	FR	SHELT_WINSP_	Winslow Woods Shelter on 10/17/202	Refund Now	PHILBECE	71.00	0.00	71.00
10/15/2021	1936941	4	AR	350302_D	Grade 3 (350302-D)	Refund Now	PHILBECE	85.00	0.00	85.00
10/18/2021	1938119	6	AR	365001_A	Family- friendly tour (365001-A)	Refund Now	grabowsm	7.00	0.00	7.00
10/18/2021	1938119	6	AR	365001_A	Family- friendly tour (365001-A)	Refund Now	grabowsm	10.00	0.00	10.00
10/18/2021	1938119	6	AR	365001_A	Family- friendly tour (365001-A)	Refund Now	grabowsm	10.00	0.00	10.00
10/19/2021	1938766	6	AR	340008_A	Fall Foliage Float (340008-A)	Refund Now	grabowsm	10.00	0.00	10.00
10/19/2021	1938766	6	AR	340008_A	Fall Foliage Float (340008-A)	Refund Now	grabowsm	10.00	0.00	10.00
10/19/2021	1938906	6	AR	340008_A	Fall Foliage Float (340008-A)	Refund Now	grabowsm	10.00	0.00	10.00
10/19/2021	1938906	6	AR	340008_A	Fall Foliage Float (340008-A)	Refund Now	grabowsm	10.00	0.00	10.00
10/20/2021	1939439	6	PM	TL-AD12M	TL ADLT12M PIF (29273)	Refund Now	grabowsm	247.56	0.00	247.56
10/20/2021	1939480	6	AR	340004_A	Colors of Fall (340004-A)	Refund Now	grabowsm	5.00	0.00	5.00

Report Summary Totals

Total Refund Records:	14
Total Fees Refunded:	781.56
Total Tax Refunded:	0.00
Total Amount Refunded:	781.56

Bloomington Parks and Recreation Surplus Declaration Form

Nov-21

Nov-21

[illegible]



STAFF REPORT

Agenda Item: A-7
Date: 11/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: November 16, 2021
SUBJECT: SERVICE CONTRACT WITH SOUTHSIDE RENTALS FOR HOLIDAY
MARKET TENTS

Recommendation

Staff recommends approval of a service contract with Southside Rentals for the rental of tents at the Holiday Market on Saturday, November 27th. The fee of \$2099.61. The contract will be paid out of 200-18-186500-53990.

Background

The Parks and Recreation Department will hold the 19th Annual Holiday Market on Saturday, November 27th from 10:00-3:00. We have used Southside Rentals for the placement of tents and lights in the Showers Parking Lot for years. These tents provide coverage for the artists that are placed between the B and C Shelters. Southside has done a good job working with our schedule and with the tent placement of the tents.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, which appears to read "Leslie Brinson". The signature is fluid and cursive, written over a horizontal line.

Leslie Brinson, Community Events Manager

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

Southside Rental Center

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

Article 1. Scope of Services Contractor shall provide delivery, set up and take down of one 30x30 tent and one 30x40 tent and café lights for the Holiday Market ("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 Saturday, November 27, 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 Leslie Brinson as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed two thousand ninety-nine dollars and sixty-one cents. (\$2,099.61). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Leslie Brinson, 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:

Delivery and set up of tents on Friday, November 26th at 9:00am

Take down of tents on Sunday, November 28th at noon

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, **Attn: Leslie Brinson 401 N. Morton, Bloomington, IN 47402. Contractor: Chris Hoke, Southside Rental Center.** 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

Southside Rental Center

Mike Rouker, Interim Corporation Counsel

Chris Hoke

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 20____.

Southside Rental Center

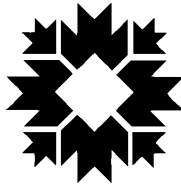
By: _____

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-8
Date: 11/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Daren Eads, Facility Coordinator
DATE: November 16, 2021
SUBJECT: REVIEW/APPROVAL OF EIGHT (8) SERVICE AGREEMENTS FOR 2022

Recommendation

Staff recommends approval of these seven (8) service agreements. These services agreements will come out of general fund budgets or non-reverting budgets depending on which facility the service is needed. The eight (8) are as follows:

1. City Glass of Bloomington Inc.-Repair or replacement of windows, doors, glass.
2. Commercial Service-Repair of HVAC and/or plumbing.
3. Gooldy & Sons-Repairs to food service equipment.
4. Fish Window Cleaning (Photizo, LLC)-Cleans windows and gutters.
5. Koorsen Environmental-Repair and service to food service ventilation and hoods.
6. Koorsen Fire and Security-Repairs to alarm systems and fire suppression equipment.
7. The Motz Group (Sport Aide)-Repairs, treats, and cleans indoor artificial turf.
8. Above All Wood Floors-Repairs and services wooden court floor surfaces.

Background

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

RESPECTFULLY SUBMITTED,

Sports Facility Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND CITY GLASS OF BLOOMINGTON, 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 City Glass of Bloomington, Inc ("Contractor"),

Article 1. Scope of Services Contractor will repair, adjust, and/or replace windows, glass and doors at City park properties and facilities (Services) at an hourly rate of Seventy Five Dollars (\$75.00) for the first (1) hour and Sixty Five Dollars (\$65.00) for each additional hour, with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 8:30am to 5:00pm and all other times for an afterhours hourly rate of One Hundred – Twelve Dollars and Fifty Cents (\$112.50) with a minimum of one (1) hour charge, plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of One Hundred-Twelve Dollars and Fifty Cents (\$112.50) with a minimum of one (1) hour charge, plus materials.

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 for TLRC; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; Dee Tuttle for Frank Southern Center, Winslow Sports Complex, and Pools; and Aaron Craig for Golf Course 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. 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 Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; Dee Tuttle Frank Southern Ice Arena, Winslow Sports Complex and Pools; Aaron Craig for Golf Course; 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 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 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 \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. 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 for TLRC; Aaron Craig for Cascades Golf Course; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; and Dee Tuttle for Winslow Sports Complex, Frank Southern Center, and Pools, 401 N. Morton, Suite 250, Bloomington, IN 47404. **Contractor:** City Glass, 719 West 17th St., Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. 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

Mike Rouker, Interim Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

CITY GLASS OF BLOOMINGTON, INC

Name of Signatory, Title

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

- 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

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

CITY GLASS OF BLOOMINGTON, 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 _____, 20____.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND COMMERCIAL SERVICE, 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 Commercial Service, Inc ("Contractor"),

Article 1. Scope of Services Contractor will repair, adjust, and/or replace heating, ventilation, cooling components and plumbing at City park properties and facilities (Services) at an hourly rate of Eighty Eight Dollars (\$88.00), with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 7:00am to 5:00pm and for an afterhours hourly rate between 5:00pm to 11:59pm of One Hundred Thirty Two (\$132.00) with a minimum of one (1) hour charge, plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, emergencies, calls between 12:00am to 6:59am and holidays, may be billed at an emergency hourly rate of One Hundred Seventy Six (\$176.00) with a minimum of one (1) hour charge, plus materials. 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 for TLRC; Dee Tuttle for Pools, Frank Southern Center and Winslow Sports Complex; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; and Aaron Craig for Golf Course 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. 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 Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; Dee Tuttle Frank Southern Ice Arena, Winslow Sports Complex and Pools; Aaron Craig for Golf Course 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 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 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 \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. 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 for TLRC; Aaron Craig for Cascades Golf Course; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; and Dee Tuttle for Winslow Sports Complex, Frank Southern Ice Arena, and Pools, 401 N. Morton, Suite 250, Bloomington, IN 47404. **Contractor:** Commercial Service, 4710 W. Vernal Pike, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. 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

Mike Rouker, Interim Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

COMMERCIAL SERVICE, 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 _____, 20____.

COMMERCIAL SERVICE, 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 _____, 20____.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND GOOLDY & SONS, 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 Gooldy & Sons, Inc. ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace windows, glass and doors at City park properties and facilities (Services) at an hourly rate of Ninety Dollars (\$90.00), plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Thirty Five Dollars (\$135.00), plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of One Hundred Thirty Five Dollars (\$135.00), plus materials.

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 for TLRC; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; Dee Tuttle for Winslow Sports Complex, Frank Southern Center and Pools; and Aaron Craig for Golf Course 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. 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 Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; Dee Tuttle Frank Southern Center, Winslow Sports Complex and Pools; Aaron Craig for Golf Course 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 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 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 \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. 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.

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 for TLRC; Aaron Craig for Cascades Golf Course; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; and Dee Tuttle for Winslow Sports, Complex, Frank Southern Center and Pools, 401 N. Morton, Suite 250, Bloomington, IN 47404. **Contractor:** Gooldy & Sons, Inc. 926 West 17th St., Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. 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

GOOLDY & SONS, INC

Mike Rouker, Interim Corporation Counsel

Name of Signatory, Title

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 _____, 20____.

GOOLDY & SONS, 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 _____, 20____.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PHOTIZO, LLC (dba FISH WINDOW CLEANING)

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Photizo, LLC, dba Fish Window Cleaning. ("Contractor").

Article 1. Scope of Services Contractor shall perform repair and maintenance services at City park properties and facilities at an hourly rate of Forty Five Dollars (\$45.00), plus materials, regardless of day or time. 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 for TLRC; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; Aaron Craig for Cascades Golf Course; and Dee Tuttle for Frank Southern Center, Pools and Winslow Sports Complex 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. 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 Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; Aaron Craig for Cascades Golf Course; and Dee Tuttle for Frank Southern Center, Pools and Winslow Sports Complex 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 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 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 \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. 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 for TLRC; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; Aaron Craig for Cascades Golf Course; and Dee Tuttle for Frank Southern Center, Pools and Winslow Sports Complex, 401 N. Morton, Suite 250, Bloomington, IN 47404. **Contractor:** Fish Window Cleaning, PO Box 7885., Bloomington, IN 47407. 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

Mike Rouker, Interim Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

Photizo, LLC

Signature

Printed Name and Title

STATE OF INDIANA)
)SS:
COUNTY OF)

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

- 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

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

Photizo, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
KOORSEN ENVIRONMENTAL SERVICES**

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

Article 1. Scope of Services Contractor shall provide inspection and clean exhaust hood components at City park properties ("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 as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Attn: Daren Eads - TLRC, 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:

Consultant shall perform the Services on a mutually agreed upon scheduled date and time. 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.

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

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

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

Department: City of Bloomington, Attn: Daren Eads, 401 N. Morton, Suite 250, Bloomington, IN 47404. **Contractor:** Koorsen Environmental Services, 1131 Air Drive, Bloomington, Indiana 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Mike Rouker, Interim Corporation Counsel

KOORSEN ENVIRONMENTAL SERVICES

Scott Deckard, Sales Representative

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature _____ My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Koorsen Environmental Services

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND KOORSEN FIRE AND SECURITY

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

Article 1. Scope of Services Contractor will install, repair, service and monitor fire and security alarms, and fire suppression services and components at City park properties and facilities (Services) at an hourly rate of Eighty Five Dollars (\$85.00) plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred and Fifty Six Dollars (\$156.00) plus supplies.

Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action (emergencies), may be billed at an emergency hourly rate of One Hundred and Fifty Six Dollars (\$156) plus supplies.

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; Aaron Craig for Cascades Golf Course; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; and Dee Tuttle for Winslow Sports, Complex, Frank Southern Ice Arena and Pools. 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 Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Aaron Craig for Cascades Golf Course; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; and Dee Tuttle for Winslow Sports, Complex, Frank Southern Center and Pools; City of Bloomington Parks and Recreation 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services 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 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 \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. 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.

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 for TLRC; Aaron Craig for Cascades Golf Course; Scott Pedersen for Twin Lakes Sports Park and Olcott Park; and Dee Tuttle for Winslow Sports, Complex, Frank Southern Center and Pools, 401 N. Morton, Suite 250, Bloomington, IN 47404. **Contractor: Koorsen Fire & Security 1131 N. Air Dr., Bloomington, IN 47404.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. 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

Mike Rouker, Interim Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

KOORSEN FIRE AND SECURITY

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 _____, 20____.

KOORSEN FIRE AND PROTECTION

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND The MOTZ GROUP

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

Article 1. Scope of Services Contractor will repair, service, test, and/or disinfect, the indoor turf at City park properties and facilities. Contractor shall provide the Services for a set price of One Thousand Six Hundred and Fifty Dollars (\$1,650.00) for turf maintenance, Five Hundred and Fifty (\$550.00) for Disinfectant application, Five Hundred and Fifty Dollars (\$550.00) for GMAX testing and Twenty-Five Dollars (\$25.00) per lineal foot for repairs while on site. Parks Department will work Contractor to schedule repairs and/or maintenance around turf schedule and Contractor availability.

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 individual as the Department's Project Manager: Daren Eads for TLRC.

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 Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC, 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 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 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 \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. 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.

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, 401 N. Morton, Suite 250, Bloomington, IN 47404. **Contractor:** The Motz Group, 3607 Church St. Cincinnati, OH 45244. 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

Mike Rouker, Interim Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

The MOTZ GROUP

Name of Signatory, Title

3607 Church St.
Cincinnati, OH 45244

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 _____, 20____.

The MOTZ GROUP

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND ABOVE ALL WOOD FLOORS

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Above All Wood Floors ("Contractor"),

Article 1. Scope of Services Contractor shall provide repair and refinishing services of hardwood courts at the 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 as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; 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 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 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 \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute

to a loss hereunder. 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 for TLRC; 401 N. Morton, Suite. 250, Bloomington, IN 47404. **Contractor:** Above All Wood Floors, 9427 S. Pointe LaSalle Dr., Bloomington, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. 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

Mike Rouker, Interim Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

ABOVE ALL WOOD FLOORS

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 _____, 20____.

ABOVE ALL WOOD FLOORS

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-9 Date: 11/12/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: November 16, 2021
SUBJECT: **MOLD REMEDIATION AT LEONARD SPRINGS NATURE PARK**

Recommendation

Staff recommends approval of this contract with Environmental Assurance Co., Inc. The cost of the contract is not to exceed \$2200 and will be paid from Natural Resources general fund budget.

Background

Two species of mold have been detected in the restroom closet at Leonard Springs Nature Park. Remediation of the mold by a licensed contractor has been recommended. Environmental Assurance Co., Inc. will spray a microbial disinfectant in the closet, wipe down the walls and ceiling with the product, and properly dispose of the cleaning materials. The work will be completed by the end of this year.

RESPECTFULLY SUBMITTED,

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

Steve Cotter, Natural Resources Manager

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ENVIRONMENTAL ASSURANCE CO., INC. (EACI)**

This Agreement, entered into on this 16th day of November, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Environmental Assurance Co., Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide mold remediation services (see attached) at Leonard Springs Nature Park. 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 Steve Cotter as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Steve Cotter, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Remediation to be completed by December 31, 2021. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Steve Cotter, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Mike Kirkman EACI, 440 Hancock St. Indianapolis, IN 46222. 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

EACI

Mike Rouker, Interim Corporation Counsel

Mike Kirkman, Project Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature _____ My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 20____.

EACI

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-10
Date: 11/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: November 16, 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 labor will not exceed \$3000.00. 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 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

**SERVICE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
INDIANA DOOR & HARDWARE SPECIALTIES INC.
FOR
GRIFFY LAKE BOATHOUSE AND RESTROOM DOOR REPLACEMENTS**

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

WITNESSETH:

WHEREAS, the Department wishes to replace the doors located at Griffy Lake Boathouse and restroom facilities; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the installation of four galvanized steel frames and fiberglass-reinforced polymer doors with recessed pull handles (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 April 1st, 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 Rebecca Swift, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 dollars (\$3,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Rebecca Swift, Natural Resources Coordinator
City of Bloomington Parks & Recreation
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

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		Indiana Door & Hardware Specialties Inc.
Attn: Rebecca Swift		
401 N. Morton, Suite 250		PO Box 278
Bloomington, Indiana 47402		Bloomington, IN 47402

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

**INDIANA DOOR & HARDWARE
SPECIALTIES INC.**

Mike Rouker, Interim Corporation Counsel

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include installation of the following:

Restroom #1

- 3/0 x 6/8 LHR FRP door with recessed pull 1
- 3/0 x 6/8 LHR galvanized steel 5 7/8 KD, punched & dimpled 1
- Best deadbolt to accept owners core 1
- Hinges 3
- Closer 1
- *Re-use latch guard
- Remove all related debris from jobsite
- Total for labor \$750.00

Restroom #2

- 3/0 x 6/8 LHR FRP door with recessed pull 1
- 3/0 x 6/8 LHR galvanized steel frame 5 7/8 JD KD, punched & dimpled 1
- Best deadbolt to accept owners core 1
- Hinges 3
- Closer 1
- *Re-use latch guard
- Remove all related debris from jobsite
- Total for labor \$750.00

Storeroom

- 3/0 x 6/8 RHR FRP door with recessed pull 1
- 3/0 x 6/8 RHR galvanized steel frame 5 7/8 JD KD, punched & dimpled 1
- Best deadbolt to accept owners core 1
- Latch guard 1
- Hinges 3
- Threshold 1
- Remove all related debris from jobsite
- Total for labor \$750.00

Kayak Room

- 3/6 x 6/8 LHR FRP door with recessed pull 1
- 3/6 x 6/8 LHR galvanized steel frame with 6 1/2" throat KD, punched & dimpled 1
- Best deadbolt to accept owners core 1
- Hinges 3
- Threshold 3'6 " (4') 1
- Latch guard 1
- Remove all related debris from jobsite
- Total for labor \$750.00

Excludes painting frames (they will be prime painted grey), cores, anything not listed above.

TOTAL \$3,000.00

EXHIBIT B

“Project Schedule”

1. Parts and materials estimated delivery date in November 2021
2. Installation of doors and hardware between December 1st, 2021-April 1st, 2022
3. In case of weather related delays, contract completion date is set to April 1, 2022

STATE OF INDIANA)
)SS:
COUNTY OF _____)

9
Mid Service Contract

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____.

Indiana Door & Hardware Specialties 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: A-11
Date: 11/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: November 16, 2021
SUBJECT: Contract with BCA Environmental Consultants for Switchyard Park Coal Ash Removal Consulting

Recommendation

Staff recommends approval of a contract with BCA Environmental Consultants, Inc. for consulting services regarding the removal of coal ash and cinders (CACs) from Switchyard Park.

The total amount of the contract is not to exceed \$2,693 and will be charged against the remaining balance in the Switchyard Park project TIF fund.

Background

Since substantial completion of Switchyard Park, there have been ongoing drainage issues in the south performance lawn. Because of the coal ash and cinders buried beneath a layer of topsoil, to adequately address this problem a certain amount of CACs will need to be removed from the site (this amount is estimated to around 25 cubic yards). The removal of these materials is strictly governed by the environmental covenant for the site. BCA Environmental Consultants provided services during the construction of Switchyard Park and can provide the necessary soil sampling, soil profiling, and landfill permitting and manifests.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BCA ENVIRONMENTAL CONSULTANTS, LLC
FOR
SWITCHYARD PARK COAL ASH REMOVAL CONSULTING**

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

WITNESSETH:

WHEREAS, the Department wishes to remove coal ash and cinders from Switchyard Park to correct a drainage issue; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the necessary soil sampling, soil profiling, and to acquire the necessary landfill permits and manifests (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before July 1, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 six hundred and ninety three dollars (\$2,693). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

City of Bloomington	Jacob Teuschler
Attn: Tim Street	BCA Environmental Consultants
401 N. Morton, Suite 250	7202 E 87 th St., Suite 110
Bloomington, Indiana 47402	Indianapolis, IN 46256

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**BCA ENVIRONMENTAL CONSULTANTS**

Mike Rouker, Interim Corporation Counsel

Jacob Teuschler, Project Manager

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:



November 3, 2021

Tim Street
Operations and Development Division Director, Parks & Recreation
501 N. Morton St.
Bloomington, Indiana 47404

RE: Soil/CAC Sampling & Landfill Approval, Switchyard Park, Bloomington, IN – Proposal

Dear Mr. Street:

BCA Environmental Consultants, LLC (BCA) is pleased to present this proposal for soil sampling and soil profiling at the Switchyard Park.

The purpose of the sampling event is to assist the Parks Department in obtaining approval to dispose of CAC material at a permitted landfill. BCA will collect soil samples, submit the samples to the laboratory, utilize the laboratory results to create and submit a profile to the landfill for disposal approval. BCA will also be available to conduct two (2) onsite consultations upon request.

Soil/CAC Sampling:

BCA proposes to collect one (1) sample set of Soil/CAC that is representative of the material planned for excavation. Soil will be analyzed for TCLP VOCs, TCLP SVOCs, TCLP RCRA 8 Metals and PCBs.

Samples will be maintained under chain-of-custody until transferred to the laboratory for analysis. Data generated from the sampling event will be utilized to create and submit a landfill profile. Once the landfill reviews the profile, they will make a determination and, if approved, issue a waste manifest. BCA will provide the waste manifest to the Parks Department. Each load of Soil/CAC must be accompanied by an approved and signed manifest.

BCA estimates the cost for performing the task listed above will be \$2,693.

The project will be billed monthly on a percent completion basis. Our current schedule allows us to start the task immediately upon receiving your approval. Please note that this cost estimate is valid for 120 days.

www.BCAconsultants.com

South Bend (574) 522-1019 • Indianapolis (317) 578-4233 • Louisville (502) 890-7702



November 3, 2021

Tim Street
Operations and Development Division Director, Parks & Recreation
501 N. Morton St.
Bloomington, Indiana 47404

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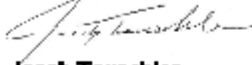
South Bend (574) 522-1019 • Indianapolis (317) 578-4233 • Louisville (502) 890-7702

This proposal assumes access to the proposed sampling locations/properties.

Please return a signed copy of the enclosed Proposal Acceptance Sheet with the appropriate information completed. BCA will start this project immediately upon approval.

Thank you for the opportunity to earn your business. Please call me at (317) 578-4233 should you have any questions.

Sincerely,



Jacob Teuchler
Project Manager

**BCA ENVIRONMENTAL SITE ASSESSMENT
PROPOSAL ACCEPTANCE SHEET**

Project Name: Switchyard Park – Great Lawn Soil Disposal

Project Location: Rogers Street, Bloomington, IN

Proposal Accepted by _____
(Signature and Title) Date

(Individual, Firm or Corporate Name)

Accepted this ____ day of _____, 2021

Send Invoice to:

Name: _____

Address: _____

Attention: _____ Telephone (____) _____

Special Invoicing Instructions:

PO#:

EXHIBIT B

“Project Schedule”

All work is to be completed no later than July 1, 2022.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

12
Mid Service Contract

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____.

BCA Environmental Consultants, LLC.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: B-3
Date: 11/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Jaylynn Burney, Banneker Program Specialist
DATE: November 10, 2021
SUBJECT: STAFF INTRODUCTION-JAYLYNN BURNEY

Background

My name is Jaylynn Burney and I look forward to being a part of the City of Bloomington Parks and Recreation department and the Recreation Division team as a Program Specialist at the Banneker Community Center.

I am from Fort Wayne, Indiana and moved to Bloomington the summer of 2018 to obtain my Bachelors from Indiana University. This year I will be completing my degree in sociology and African American studies. Along with school I have served as the advocate for community engagement at Templeton Elementary school for the last four year. I began working at Banneker last fall as a recreation leader and became the teen program specialist that following spring.

I am very excited to increase participant engagement and enhance the existing programming at Banneker. I look forward to contributing to the diversity, equity, and sense of community within Bloomington.

I am very grateful to have the opportunity to further progress the history of the Banneker Community Center and look forward to accomplishing so alongside you all.

RESPECTFULLY SUBMITTED,

Jaylynn Burney, Program Specialist



STAFF REPORT

Agenda Item: C-1
Date: 11/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch, Urban Forester
DATE: November 16, 2021
SUBJECT: RESPONSE TO TREE APPEAL FOR SIX BRADFORD PEAR REMOVALS AT BRYAN PARK

Recommendation

Staff recommends denial of the appeal by Stephanie Stewart in regard to removal of six (6) Bradford pear trees on the north-east portion of Bryan Park, adjacent to the tennis courts.

Background

Various tree removals and protection measures were evaluated as part of plans to address path repairs along the perimeter of Bryan Park. In order to address joint interests in the path repair and removal of invasive species, six pears were identified for removal. None of these pears are of note, and are the only planted Bradford Pears in Bryan Park. While the city does not have the resources to systematically remove and replace all Bradford Pears, it is in the interest of the City to reduce the pear population when opportunities present themselves. Tree protection is a main interest as part of the Bryan Park perimeter path project, with protective fencing, targeted board walk installation, and overlaying of paths to protect rather than disrupt root systems included within the project.

RESPECTFULLY SUBMITTED,

Erin Hatch, Urban Forester

To the City of Bloomington, Board of Park Commissioners,

I am writing to you today to appeal the tree removal of the six Callery Pears lining the Bryan Park tennis courts along the trail.

As I was walking around Bryan Park today, I saw posted notices on the trunks of the white flowering trees by the Bryan Park tennis courts. I saw markings that said it was for trail maintenance and that the trees are an invasive species.

This has not been a problem before, and the trail is fine. The beauty of the park is in the nature, and those trees that line the Bryan Park tennis courts have been flowering in beautiful white blossoms for years now.

I realize perhaps the trail has cracks in the pavement, however, the trail has been fully functional and has not posed a problem nor a threat in the years I have ran it. While the City of Bloomington renovated the tennis courts, large machinery was taken in to remove the fencing and resurface the tennis courts, and still the pear trees were allowed to remain where they were unaffected.

What will be lost in the beauty of the trees, given these pears do not grow large enough to fall and litter the trail with fruit, is far greater than any necessity to repair the trail, and please consider that to plant new trees to replace them will take years to grow back. Surely the funds that are being allocated to this project could be reviewed and given to a place in the city of greater need to help better the functionality and beauty of Bloomington.

Please, please do not remove them. It would be a huge loss for the Bryan Park area itself and the surrounding neighborhoods. The draw of living near Bryan Park is the natural beauty of the park, and having those flowering trees in the spring and their colorful leaves in the autumn make it part of the reason it is so beautiful.

I have been jogging around this trail for years, and have not noticed a problem with it. It will make me very, very sad if those trees are removed, however, and I am writing to express my extreme dissent for this decision.

Please do not remove those beautiful white flowering trees from near the Bryan Park tennis courts!

Thank you,

Stephanie Stewart

**TO AMEND TITLE 12 OF THE BLOOMINGTON MUNICIPAL CODE
ENTITLED "STREETS, SIDEWALKS AND STORM SEWERS"**

**Re: Repealing Chapter 24 Entitled "TREES", and Replacing it with Chapter 24
Entitled "TREES AND FLORA"**

WHEREAS, the designation "Tree City" is one in which the government and citizens of Bloomington take pride and wish to see expressed in the actions and attitudes taken toward trees in the public rights of way; and

WHEREAS, a diverse and sustainable urban forest has numerous environmental benefits including: cleaning the air; cooling buildings in summer and reducing heating costs in winter; reducing storm water load; preventing soil erosion; providing wildlife habitat; and increasing the pleasures of living in the City; and

WHEREAS, pursuant to Indiana Code 36-10-4, *et. seq.*, the statute entitled "Parks Department in Certain Cities" was adopted by the Common Council in its entirety; and

WHEREAS, under the above-mentioned authority, the Board of Park Commissioners has exclusive control over the planting, trimming, and maintenance of trees on public property and in the public rights of way of the City; and

WHEREAS, the selection, planting, maintenance, and removal of trees, flora, and lawns along and on public ways substantially affect matters such as pedestrian safety, vehicular safety, location and maintenance of utility services, and quality of life for residents of the City; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community;

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

SECTION I: Title 12 Chapter 24 entitled "TREES" shall be repealed and the reference to it shall be deleted from the table of contents for that title.

SECTION II: A replacement ordinance, entitled Chapter 12.24, "TREES AND FLORA" is hereby adopted. Reference to the Chapter shall appear in the table of contents for Title 12 entitled "Streets, Sidewalks, and Storm Sewers" and the provisions of Chapter 12.24 shall read as follows:

TREES AND FLORA

Sections:

12.24.000	Purpose and Intent
12.24.010	Definitions
12.24.020	City Authority
12.24.030	Tree Lawn Area Maintenance
12.24.040	Public Safety and Required Clearances
12.24.050	Notice of Tree Removal by City
12.24.060	Removal of Stumps
12.24.070	Tree Work Permits
12.24.080	Prohibited Actions
12.24.090	Tree Topping Banned
12.24.100	Public Nuisance
12.24.110	Notice of Violation

- 12.24.120 Violations and Penalties
- 12.24.130 Appeal

12.24.000 Purpose and Intent

It is the purpose of this chapter to regulate the work on and planting and maintenance of boundary trees and trees on public property and in the public rights of way ("trees subject to these provisions") and flora on public property and in the public rights of way, to encourage proper selection and planting, and to assure compatibility with other urban infrastructure such as utilities, sidewalks, and streets.

It is the intent of this Chapter to establish the responsibilities of the City and its residents toward flora and trees subject to these provisions and to assure those regulations and policies maintain and increase the tree canopy within the City.

12.24.010 Definitions

Whenever in this chapter the following words are used, they shall have the meanings respectively ascribed to them in this section. When not inconsistent with the context, words used in the present tense include the future tense, words in the singular number include the plural number, and words in the plural number include the singular number. The term "shall" is always mandatory and not merely directory. Terms not defined in this section shall have the meanings customarily assigned to them.

"Approved Street Tree Species List" means a list of proven trees deemed adaptable to the street conditions of the City of Bloomington. The list is located in the City of Bloomington Tree Work Manual.

"Board" means the Board of Park Commissioners of the City of Bloomington, Indiana.

"Boundary Tree" means a tree that meets one (1) or more of the following criteria:

- a. The stem of the tree straddles the actual property line between the City public property and the adjoining property;
- b. The City and the adjoining property owner have previously agreed that the tree will identify the property boundary;
- c. The City and the adjoining property owner have previously agreed to share the cost of maintaining the tree.

A boundary tree is the common property of both landowners.

"City" means the City of Bloomington, Indiana, including but not limited to the Board of Park Commissioners, the Urban Forester, or the Board's designated agent.

"City of Bloomington Tree Work Manual" means the official arboricultural specifications manual of tree work as adopted by the City which specifies the policies and recommended practices of urban forestry and which includes recommendations of size, spacing, and species of trees in urban forestry.

"Commission" means the Tree Commission as established in Bloomington Municipal Code section 2.20.150.

"Critical Root Zone" means a circular region measured outward from the tree trunk representing the essential area of the roots that must be maintained or protected for the tree's survival. Critical root zone is one (1) foot in radial distance for every inch of tree diameter at breast height ("DBH"), with a minimum distance of eight (8) feet. For specimen trees, the formula changes to 1.5 feet for every inch of tree DBH.

"Crown," also referred to as **"canopy,"** means the above ground parts of a tree consisting of the branches, stems, buds, fruit, and leaves.

"Department" means the Department of Parks and Recreation of the City of Bloomington, Indiana.

"Flora" means all plants, including shrubbery, but expressly excluding weeds and turf grass.

"Maintenance" means the trimming, care, pruning, protection, treating, and preservation of trees and flora.

"Notice of Violation" means a written notice of ordinance violation, as described in section 12.24.

"Owner" means the person in whom is vested the ownership, dominion or title of property.

"Park Trees" means trees on City owned platted park areas.

"Person" means an individual, partnership, limited-liability company, corporation, firm, any other association or its agents or organization of any kind.

"Public Street" means the entire area between the boundary lines of every dedicated right of way platted for and open to the use of the public, as a matter of right, for the purpose of vehicular and pedestrian traffic within the corporate limits of the City.

"Right of Way" means a strip of land reserved for, occupied, or intended to be occupied by transportation facilities, public utilities, or other special public uses. Right of way may be held in the form of easement or fee.

"Shrub" means a woody plant which is characteristically below twenty (20) feet in height and is multi-stemmed supporting mainly leafy growth.

"Specimen Tree" means any tree or grouping of trees that has been determined by the Urban Forester to be of high value because of its species, size, age, form, or historical significance.

"Street Tree" means a tree on real estate abutting a public street or right of way that is owned or controlled by the City.

"Topping" means the severe cutting back to stubs of limbs larger than three (3) inches in diameter within the tree's crown so as to remove the normal canopy and disfigure the tree.

"Tree" means a perennial woody plant, ordinarily with one (1) main stem or trunk, which develops many branches, and which ordinarily grows to a height of twenty (20) feet or more.

"Tree Work" means the planting, pruning, removal, treating, spraying, and any other tree maintenance or horticultural work intended for the enhancement or preservation of trees, and the removal and prevention of any and all damages to any trees caused by tree pests, blights, and diseases. Tree work shall also include excavation near trees and the planting of shrubs within the public tree lawn.

"Tree Lawn," also referred to as **"tree plot area,"** means the land lying between the boundary of the public street and private property except such portion covered by sidewalk or used as a walkway.

"Utilities" means both public and private utility companies.

12.24.020 City Authority

- (1) The City shall have the authority, control, supervision and direction over all flora and trees subject to these provisions.

- (2) The City shall have all the right and authority to order the removal of any tree or part thereof on private property which is deemed to be in an unsafe condition or which by the reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, telecommunication lines, or other public improvements, or is affected with any injurious fungus, insect or other pest which constitutes a potential threat to other trees within the City, or which constitutes a threat to public health or safety.
- (3) The City shall prepare and publish guidelines and specifications for tree planting, care, maintenance, and removal in a document entitled the City of Bloomington Tree Work Manual for reference and use by property owners, developers, consultants and the general public in furtherance of the requirements and intent of this Chapter. The Manual shall be developed and maintained with the assistance of the Commission.
- (4) The City shall review all applications for permits for any planting, removal and/or trimming or cutting of trees subject to these provisions and shall have the authority to grant or deny permits and to attach reasonable conditions to the granting of a permit.

12.24.025 Replacement of the Urban Tree Stock

It is the policy of the city to maintain and expand the tree cover of the city as a whole and of individual streets and neighborhoods in particular by planting trees in accordance with practices observed by certified Urban Foresters. Overall, the city's annual goal shall be to plant at least twenty percent more trees than it removes, in order to maintain a planting to removal ratio of at least one point two to one. Once a tree has been removed, it shall be replaced, wherever possible, at or near its original location as soon as the planting season permits. Further, an ongoing program of replacing previously removed trees and of planting in new areas shall be conducted.

12.24.030 Tree Lawn Area Maintenance

- (1) The City shall have all the right and authority granted to municipalities under law to require the owners of parcels of land adjacent to a public street to maintain and improve the street tree lawn area. Such maintenance and improvement shall include but is not limited to leaf raking, turf grass mowing, brush collection, and landscape bed maintenance.
- (2) The surface of tree lawn areas shall be as level as practicable, and the grade thereof shall be the top lines of the sidewalk and curb. No person shall pave, gravel, remove or otherwise convert existing grassed tree lawn areas.

12.24.040 Public Safety and Required Clearances

- (1) Flora planted on public property or in the public rights of way and trees subject to these provisions shall be sited as not to impede traffic visibility line of sight, at distances from street intersections as regulated by the City of Bloomington Unified Development Ordinance and recommended in the City of Bloomington Tree Work Manual.
- (2) Every owner shall remove or have removed all dead, diseased, or dangerous trees or flora, or broken or decayed limbs which overhang or may fall upon public property and which constitute a hazard to public safety. In addition, every owner shall properly prune or have properly pruned the branches of such tree(s) or flora so that the branches shall not obstruct any traffic control signs or devices, the view of any street intersection, or light from any street lamp. There shall be a clearance standard space of fifteen (15) feet above any highway or street surface and eight (8) feet above any sidewalk surface to the bottom of the tree canopy.

12.24.050 Tree Removal

- (1) Except in emergency situations described in section 12.24.070 (3)(b), any tree subject to these provisions that is scheduled for removal by the City shall have an informational placard placed on the tree a minimum of ten (10) working days before tree removal. The placard shall specify the reason for tree removal, projected removal date, and contact information.
- (2) If removal of a tree subject to these provisions is necessary for construction purposes, the property owners shall pay for complete tree removal at their own costs and a replacement tree or trees of equal value planted on site or at a location owned or controlled by the City, and determined by the City.

12.24.060 Removal of Stumps

In the process of tree removal, stumps of trees subject to these provisions shall be ground to six (6) inches or more below ground level and the cavity filled with soil and leveled. Stump removal shall include the chipping of all limbs and removal of the stump.

12.24.070 Tree Work Permits

- (1) All tree work, performed on trees subject to these provisions, shall follow the standards as set forth in this chapter and in the City of Bloomington Tree Work Manual.
- (2) Except for the City and its agents, no person shall, unless otherwise noted herein, take the following actions without having first secured a Tree Work Permit:
 - (a) plant, cut, remove, or treat with pesticide any tree subject to these provisions, except as otherwise noted herein; or
 - (b) excavate any ditches, tunnels, or trenches, lay any drive, install underground utilities, or store any substance within a ten (10) foot radius of any tree subject to these provisions. When excavating, constructing or performing street work within a ten (10) foot radius of any tree subject to these provisions, the tree shall be guarded with a fence, frame, or box, not less than four (4) feet high and eight (8) feet by eight (8) feet square and all building material, dirt, or other debris shall be kept outside the barrier. Where heavy equipment will pass repeatedly over the tree's critical root zone a temporary layer of at least three (3) inches depth of shredded bark or wood chips shall be placed and maintained on the ground.
- (3) No permit shall be required in the following situations:
 - (a) the trimming, by a property owner, of limbs less than three (3) inches in diameter of any tree subject to these provisions in the tree plot adjoining the owner's property, which does not exceed thirty percent (30%) of the tree's canopy,
 - (b) during emergency situations, the City or public utilities may trim or remove any trees which endanger the public, inhibit the passage on City streets, or interfere with utilities and public infrastructure. Topping and the severe cutting back of limbs may be allowed under emergency conditions. The City may act without prior notification to the property owner,
 - (c) any tree work performed by a City department or its agents, or
 - (d) during road, curb, or sidewalk construction or utility installation or repair it may be necessary for the City to remove a non-hazard tree or trees. Trees in such situations shall be evaluated by the Urban Forester as to preservation potential.

- (4) Tree Work Permits are available without a charge from the Department. All permit applications shall be reviewed by the Department. The granting or denial of these permits shall be made in accordance with the policies and principles of urban forest management set forth in this chapter or as otherwise adopted by the Board.
- (5) Any tree work related to matters pending before the Board of Zoning Appeals, the Plan Commission, or the Common Council shall be accompanied by a completed Tree Work Permit. If the Board of Zoning Appeals, the Plan Commission, or the Common Council approves matters which will impact trees subject to these provisions, the Tree Work Permit is deemed automatically granted and shall be forwarded to the Department. Decisions by the Board of Zoning Appeals, the Plan Commission, or the Common Council that impact trees subject to these provisions shall be made in accord with the policies and principles of urban forest management set forth in this chapter or as otherwise adopted by the Board.
- (6) When filing an application for a Tree Work Permit, the person responsible for performing tree removal, pruning, stump removal, or trenching near trees shall also file a single or continuous bond payable to the City in a sum, as the Department may designate. Bonds shall be filed with the Department and shall be conditioned to save the City harmless from any loss, cost, or damage by reason of such proposed work, and that the same shall be done in all respects in conformity to the requirements of this code and all other ordinances of the City regulating same. The applicant must be able to demonstrate to the City's satisfaction that it is of sound financial condition and is adequately bonded and insured. Unless otherwise mandated by the Board, posting a bond for tree planting activity is not required during the Tree Permit application process.

12.24.080 Prohibited Actions

- (1) No person shall in any manner obstruct or interfere with the agents or employees of the City while carrying out the provisions of this chapter or the orders issued by the Board.
- (2) No person shall do any of the following to trees subject to these provisions:
 - (a) damage, cut, carve, or deface;
 - (b) attach any wires, nails, chains, cables, advertising posters, or any other contrivance;
 - (c) allow contact with any harmful gaseous, solid, or liquid substance; or
 - (d) set fire or allow to burn.

12.24.090 Tree Topping Banned

It shall be unlawful for any person to top any tree subject to these provisions. Topping is defined in section 12.24.010. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning methods are impractical, may be exempted from this practice by a written determination by the Department.

12.24.100 Public Nuisance

All trees or flora within the City which are determined by the City to constitute a public hazard or threat to health, safety, life, or property may be declared to be a public nuisance. The Board may order removal of such nuisances or other violations of this Chapter.

12.24.110 Notice of Violation

- (1) If the Board or its designee determines that there is a violation of this Chapter or a public nuisance, the Board or its designee shall issue a Notice of Violation (NOV) to the responsible party. For purposes of issuing a NOV, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: property owner(s); and persons who have caused the violation.
- (2) The NOV shall be served upon the responsible party by mailing a copy to that person's last known mailing address.

The notice shall include:

- (a) the address by legal description or street address of the location or premises of the trees or flora;
 - (b) the kind of tree or flora in violation of this ordinance;
 - (c) the sections of this ordinance for which the responsible party is in violation;
 - (d) any actions that the responsible party may undertake to abate such violation and the time period specified to abate such violation;
 - (e) the fact that a penalty may be assessed pursuant to Bloomington Municipal Code section 12.24.120; and
 - (f) the date after which the City may abate the nuisance or violation.
- (3) The City shall, upon order of the Board, take steps to remedy the violation. If the responsible party fails to remedy the violation cited in the NOV during the correction period, the City legal department may bring suit in a court of competent jurisdiction to collect the accumulated fines, and any other costs associated with the remedy of the violation as are allowed by law, and any other remedies available, including but not limited to injunctive relief.
 - (4) If a property owner fails to abate the violation cited in the NOV and the City remedies the violation, the controller shall make a certified statement of the actual cost incurred by the City for the action. The statement shall be served on the landowner by certified mail. The landowner shall pay the amount in the statement to the City Legal Department within ten (10) working days of receiving it. If the property owner should fail to pay within the ten (10) day period, a certified copy of the statement of costs shall be filed in the offices of the County Auditor. The Auditor shall place the amount claimed on the tax duplicate against the property affected by the work. The amount shall be collected as taxes are and disbursed to the general fund of the City.

12.24.120 Violation and Penalties

- (1) Any person violating any of the provisions of this chapter may be issued an official warning.
- (2) Any person violating any of the provisions of this chapter shall, upon a written Notice of Violation (NOV), be subject to a penalty up to the statutory limit as described in Indiana Code 36-1-3-8, as amended.

12.24.130 Appeal

Any person aggrieved by the Department's denial of a Tree Work Permit, the issuance of a Notice of Violation, or the City's notice of tree removal, shall have the right of appeal to the Board. No appeal is allowed for emergency tree removal, described in Bloomington Municipal Code section 12.24.070(3)(b).

Appeals shall be made within ten (10) working days after the action complained of, or for notice of tree removal, within seven (7) working days of the posting of notice of tree removal. An appeal is made by filing a written statement with the Board setting forth fully the grounds for the appeal. The Board shall convene at a public meeting to review their initial decision in light of the appeal, and shall issue written findings. The decision and order of the Board on such appeal shall be final and conclusive.

All appeals from written findings of the Board shall be made to a court of competent jurisdiction within ten (10) working days of the issuance of the findings.

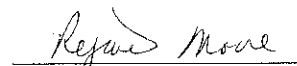
SECTION III. If any section, sentence, or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION IV. This ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington, approval of the Mayor, and publication in accordance with State law.

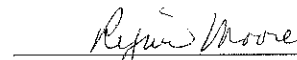
PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 7th day of MAY, 2008.


SUSAN SANDBERG, President
Bloomington Common Council

ATTEST:


REGINA MOORE, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 8th day of MAY, 2008.


REGINA MOORE, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 11th day of MAY, 2008.


MARK KRUZAN, Mayor
City of Bloomington

SYNOPSIS

This ordinance shifts the authority and administration for the care of public trees from the Board of Public Works to the Board of Park Commissioners. This ordinance also clarifies the City's decision-making authority regarding public trees and the tree lawn. The expanded definition section assists the reader in understanding the terms used throughout the ordinance. Procedures for implementing the permitting process and for appealing a decision made by the Board of Park Commissioners are provided. This ordinance references, but does not incorporate, the City of Bloomington Tree Work Manual, which contains approved tree lists and guidelines and specifications to be used to carry out the intent of this ordinance.

Note on May 4, 2008, the Council adopted Ord 08-06 as amended by Am 1a and Am 2. Am 1a made technical corrections, changed the time-frames from calendar to working days wherever they appear in the ordinance, and established a procedure for appealing the removal of trees by the City. Am 2 revived the goal found in the existing ordinance of replacing twenty percent more trees than the City removes on an annual basis.

Signed copies to:

Legal (10)
webmistress
Controller
Parks Dept
Tree Commission
urban Forester
Parks Board
Public Works
utilities
planning Dept.

CA/CA (3)
clerk
file
PMC (2)



STAFF REPORT

Agenda Item: C-2
Date: 11/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: November 16, 2021
SUBJECT: CONTRACT AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR THE WALDRON, HILL & BUSKIRK PARK PLAYGROUND

Recommendation

Staff recommends approval of a contract with Miracle Recreation Equipment Company for the procurement and installation of play equipment and poured-in-place rubber safety surfacing at The Waldron, Hill & Buskirk Park Playground.

Background

The former playground at this location was installed in 2011 through KABOOM. KABOOM is a grant program which brings together community partners to complete a “build” of a new playground. In this case, IU Health, the Project School, and Bloomington Parks and Recreation Department partnered to construct a new playground.

In 2020, the Parks Department and Bloomington City Utilities agreed upon a set amount that will be reimbursed by CBU for the replacement of a new playground, as the existing playground had to be removed due to CBU’s “Hidden River” project to replace the underground stormwater infrastructure in the area. CBU agreed to reimburse Parks \$160,000 for the replacement of the playground (\$151,410.70 will fund the equipment and installation, while the remaining \$8,589.30 will fund the site plan and design work). Additional funds of \$93,582.90 will come from the Parks General Obligation Bond allowing the Department to increase the footprint of the play space, move from an engineered wood fiber surfacing to a more accessible rubber safety surfacing, add more swings, benches and picnic tables and contract out all of the installation.

Selection Process

The department utilized the Request for Proposal (RFP) method for the procurement and 2021-January

installation of new playground equipment and surfacing for this project. A legal ad was published with two print dates providing notification and RFP packets were posted on the <http://www.bloomingtonplanroom.com> website. E-mail notification was sent to fifteen playground vendors directing them to the site.

The RFP specifies design preferences, standards and guidelines, safety and warranty requirements, accessibility and age use requirements, and equipment and material specifications and preferences. A site plan designating the space allocation for each area was also provided.

Play equipment components, and the arrangement of those components, are left to the expertise of the play equipment company and are submitted for our review. The RFP process allows us to consider a variety of factors such as price, integration of play events, appearance, aesthetics and general “fun” factor. Consequently, the contract award is not necessarily given to the lowest bidder.

Each submittal received was thoroughly evaluated by a team of four Department staff. A weighted evaluation criterion is utilized to assist in the determination of purchase recommendations.

Proposals are evaluated using (5) weighted factors:

1. Aesthetics and Appearance
2. Play Value
3. Universal and Accessible Components
4. How the Design Addresses Guidelines & Specs
5. Cost/Quality/Delivery

Prior to release of the RFP, three groups were identified as key players in seeking public input for the design of the new playground. These included The Boys & Girls Club of Bloomington, The Project School, and Kid City Break Days participants. Children were asked to rank nine separate play elements with “1” being their favorite and “9” their least. Those results were included in the RFP. In addition to collecting input from the children, the Department also sought input via an online JotForm in which 81 family responses were received. Those results were also included in the RFP.

Seven vendors submitted proposals for this project for a total of ten designs. Two vendors submitted multiple designs.

All play equipment and rubber safety surfacing will be installed by the Vendor. Construction can be expected to begin in the spring of 2022.

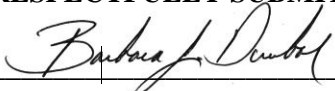
Funding

The total project cost will be \$244,993.60.

Funding Sources: <u>GO Bond</u> :	977-18-18016C-54510	
	Project: 977 2021g	\$93,582.90
<u>CBU Reimbursement</u> :	201-18-189000-52420	\$107,810.70
	201-18-189000-53990	\$43,600.00

Park Board approval today is for the full contract amount for \$244,993.60.

RESPECTFULLY SUBMITTED,



Barb Dunbar, Operations Coordinator

2021-January

**CONTRACT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
MIRACLE RECREATION EQUIPMENT COMPANY
FOR
THE WALDRON, HILL & BUSKIRK PARK PLAYGROUND**

THIS CONTRACT is executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter City), and Miracle Playgrounds of Indiana, (hereinafter Contractor);

WITNESSETH THAT:

WHEREAS, the City desires to retain Contractor's services for the **Scope of Work** (more particularly described in Attachment A, "Scope of Work") ("Services"); and

WHEREAS, Contractor is capable of performing the Services as per its Bid, as set forth 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 Contract shall be effective upon execution of this Contract by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all work required under this Contract no later than December 31, 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 of this Contract. Failure of Contractor to complete all work as herein provided will result in monetary damages to the City. It is hereby agreed that the City will be harmed for every day the work has not been performed in the manner herein provided and that the measure of damages shall be determined by reference to Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. Contractor agrees to pay the City said damages or, in the alternative, the City, in 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 the City's other remedies under this Contract, or as provided by applicable law, for other damages.

2.03 Contractor agrees that no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting

Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Contractor shall submit an invoice to the City upon the completion of the Services described in Article 3.01. Upon the submittal of an invoice, the City shall compensate Contractor in a lump sum not to exceed Two Hundred Forty-Four Thousand Nine Hundred Ninety-Three Dollars and Sixty cents. (\$244,993.60) within forty-five (45) days of receipt of invoice. Invoices may be sent via first class mail postage prepaid or via email. The invoice shall be sent to:

Barb Dunbar, Operations Coordinator
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers or employees.
- Damage to the City or a third party.

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

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

3.04 Contractor shall maintain proper account records for the scope of all Services under this Contract and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by the City's representatives during reasonable business hours.

3.05 For projects utilizing federal funding, the Contractor shall submit time sheets (WH-347) for its own and all subcontracted employees, to the Director of the Parks and Recreation Department ("Director") or his/her representative for approval and review, including review for compliance with Davis Bacon requirements.

3.06 Director

The Director or his/her designee shall act as the City's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Director in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. GENERAL PROVISIONS

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

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

4.02 Abandonment, Default and Termination

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

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

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

4.02.04 Default: If Contractor breaches this Contract or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Contract within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by Director or his/her representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.

- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Contract or fails to carry on the work in an acceptable manner.

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

4.02.06 All cost of completing the work under this Contract shall be deducted from the monies due or which may become due to said Contractor. In case the expenses so incurred by the City shall be less than the sum which would have been payable under the Contract if it had been completed by said Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, Contractor and his Surety will be liable and shall pay to the City the amount of said excess. By taking over the prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its Surety for failure to complete the work in the time specified.

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

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

4.03 Successors and Assigns

4.03.01 Both parties agree that for the purposes of this Contract, Contractor shall be an Independent Contractor and not an employee of the City.

4.03.02 No portion of this Contract shall be sublet, assigned, transferred or otherwise disposed of by Contractor except with the written consent of the City. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Contract shall not be construed to relieve Contractor of any responsibility of the fulfillment of this Contract.

4.04 Extent of Contract: Integration

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

1. This Contract and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Contract and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.

9. The General Conditions.
10. The Specifications.
11. Contractor's submittals.
12. The Performance and Payment Bonds.
13. The Escrow Contract.
14. Request for Taxpayer Identification number and certification: Substitute W-9.

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

4.05 Insurance

4.05.01 Contractor shall, as a prerequisite to this Contract, purchase and thereafter maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Contractor's operations under this Contract, whether such operations be by Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Coverage

Limits

A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident	\$100,000 each accident
	Bodily Injury by Disease	\$500,000 policy limit
	Bodily Injury by Disease	\$100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

4.05.02 Contractor's comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless Contracts;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

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

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

4.06 Necessary Documentation

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

4.07 Applicable Law

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

4.08 Non-Discrimination

4.08.01 Contractor and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Contract.

4.08.02 Contractor certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

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

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

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

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

- A) That in the hiring of employees for the performance of work under this Contract or any sub Contract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or

any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

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

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

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

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

4.09 Workmanship and Quality of Materials

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

4.09.02 OR EQUAL: Wherever in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Director. The approval by the Director of alternate material or equipment as being equivalent to that specified, shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed upon prior written approval of the Director.

4.09.03 The City shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director and are not subject to arbitration.

4.10 Safety

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

4.10.01 Contractor is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the Contractor and included in the cost of the principal work with which the safety systems are associated. Contractor shall sign an affidavit, attached as Attachment D, affirming that Contractor shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

4.11 Amendments/Changes

4.11.01 Except as provided in Paragraph 4.11.02, this Contract may be amended only by written instrument signed by both the City and Contractor.

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

4.11.03 If Contractor believes that any direction of the City under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with the City no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

4.12 Performance Bond and Payment Bond

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

4.12.02 Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

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

4.13 Payment of Subcontractors

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

4.14 Written Notice

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

To City**To Contractor**

City of Bloomington	Miracle Recreation Equipment Company
Attn: Barb Dunbar, Operations Coordinator	Attn: Kevin Walker, Manager
401 N. Morton, Suite 250	878 East Hwy. 60
Bloomington, Indiana 47402	Monett, MO, 65708

4.15 Severability and Waiver

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

4.16 Notice to Proceed

Contractor shall not begin the work pursuant to the "Scope of Work" of this Contract until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Contract within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

4.17 Steel or Foundry Products

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

4.17.02 Domestic Steel products are defined as follows:

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

4.17.03 Domestic Foundry products are defined as follows:

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

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

4.17.05 The City may not authorize or make any payment to Contractor unless the City is satisfied that Contractor has fully complied with this provision.

4.18 Verification of Employees' Immigration Status

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

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

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

4.19 Non-Collusion

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

4.20 Drug Testing Plan

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

ARTICLE 5. RETAINAGE

For contracts in excess of \$100,000, the City requires that retainage be held set out below.

5.01 Escrow Agent

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

5.02 Retainage Amount

The escrow agent, the City, and Contractor shall enter into a written escrow Contract. Under that Contract, the City shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest

serving as the escrow agent's fee. The escrow Contract may include other terms and conditions as deemed necessary by the parties.

5.03 Payment of Escrow Amount

The escrow agent shall hold the escrowed principal and income until receipt of the notice from the City and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the City, at which time the City shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit the City from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 5.04.

5.04 Withholding Funds for Completion of Contract

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

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

DATE: _____

City of Bloomington

Contractor

Kathleen Mills, President
Board of Park Commissioners

Contractor Representative

Paula McDevitt, Director
Parks and Recreation Department

Printed Name

Mike Rouker, Interim Corporation Counsel

Title of Contractor Representative

ATTACHMENT A
“SCOPE OF WORK”

THE WALDRON, HILL & BUSKIRK PARK PLAYGROUND

Department Responsibilities:

- Acceptance of play equipment and surfacing materials delivery
- Unloading and storage of equipment and materials
- Grading of site
- Subbase prep work for poured-in-place area – 4” of #53 stone (level and compacted) approx. 6,000 sq. ft.
- Subbase prep work for engineered wood fiber area – Department will purchase and place a 12” layer of EWF over a Department prepared surface

Contractor Responsibilities:

- Order product and material
- Sign off an approval of Department’s subbase work
- Install all play equipment in conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
- Install a 2-layer rubber-urethane playground surfacing system which has been designed and manufactured to meet the following criteria:
 1. Shock Attenuation (ASTM F1292)
 2. Gmax: Less than 200
 3. Head Injury Criteria: Less than 1000
 4. Flammability (ASTM D2859) Pass.
 5. Tensile Strength (ASTM D412): 60 psi (413 kPa)
 6. Tear Resistance (ASTM D624): 140%
 7. Water Permeability: 0.4 gal/yd 2/second
 8. Accessibility: Comply with requirements of ASTM F1951
- Provide a dumpster for surfacing material and all other waste debris resulting from surface installation work and removal from site at completion

STATE OF INDIANA)
)SS:
COUNTY OF _____)

ATTACHMENT D
“BIDDER’S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH
SAFETY SYSTEMS;
COST RECOVERY”

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				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 _____, 2021.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Bidders: Add extra sheet(s), if needed.
If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **City OF BLOOMINGTON**.

STATE OF INDIANA)
) SS:
COUNTY OF _____)
AFFIDAVIT

5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Printed Name of Notary Public

County of Residence:



STAFF REPORT

Agenda Item: C-3
Date: 11/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: November 16, 2021
SUBJECT: SERVICE CONTRACT WITH WINTERLAND, INC.

Recommendation

Staff recommends approval of a service contract with WinterLand, Inc for the rental of light up structures for the Winter Lights December Nights event on December 10th and 11th. The fee of \$5,184.00 for this contract will be paid out of 201-18-186500-53990.

Background

The Parks Department is hosting a new event at Switchyard Park, Winter Lights December Nights on December 10 and 11. During this event Winterland, Inc will provide standalone light fixtures to be displayed around the Park. The Department will rent the lights from Winterland, Inc who will deliver, set up and pick up lights after the event. This is the first time working with this company, and we have been very pleased with this new relationship.

RESPECTFULLY SUBMITTED,

Leslie Brinson, Community Events Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Winterland, Inc
FOR
Winter Lights Display**

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

WITNESSETH:

WHEREAS, the Department wishes to rent light displays for the Winter Lights December Nights event in which Winterland would deliver, set up and pick up; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform a light display for the event Winter Lights and December Nights (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 13, 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 Leslie Brinson as the Department's Project Manager.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed five thousand one hundred eighty-four dollars. (\$5,184.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Leslie Brinson
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 Winterland, Inc of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

City of Bloomington		Winterland, Inc
Attn: Leslie Brinson		Attn: Madelyn Street
401 N. Morton, Suite 250		PO Box 772
Bloomington, Indiana 47402		Cicero, IN 46034

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

WINTERLAND, INC.

Mike Rouker, Interim Corporation Counsel

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:

Delivery of items listed below on Thursday, December 9, 2021

Set up display items according to locations set by Parks staff.

Pick up display items on Monday, December 13, 2021.

Baby Frolicking Deer
Juvinial Buck Frolicking Deer
Doe Laying down Frolicking Deer
Buck Rearing Up Frolicking Deer
Doe Standing Frolicking Deer
Buck Standing Frolicking Deer
Boy pulling dog on Sled
2' Simple Snowflake
3' Star Snowflake
4' Simple Star Snowflake
5' Loop Snowflake
6' Diamond Snowflake
Waving Frosty with Broom
Belly Flop Frosty

EXHIBIT B

“Project Schedule”

Delivery of items on Thursday, December 9, 2021

Set up display items according to locations set by Parks staff.

Pick up display options on Monday, December 13, 2021.

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____.

Winterland, 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: C-4
Date: 11/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Kim Clapp, Office Manager
DATE: November 16, 2021
SUBJECT: 2022 Price Schedule

Recommendation

Staff recommends the approval of the 2022 Price Schedule.

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

Changes include:

2021-January

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

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

No changes

RESPECTFULLY SUBMITTED,



Kim Clapp, Office Manager

Bloomington Parks and Recreation 2022 Price Schedule



CITY OF BLOOMINGTON
Parks and Recreation



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

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		
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

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		
Plot Survey Request	25.00-200.00	25.00-200.00
Cremain lots - per space 5' x 4'	600.00	725.00
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		
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

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
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
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	
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	2022	2022	
	IN CITY	FEES	OUT OF CITY FEES
Concession items		.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

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
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

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		

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

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

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

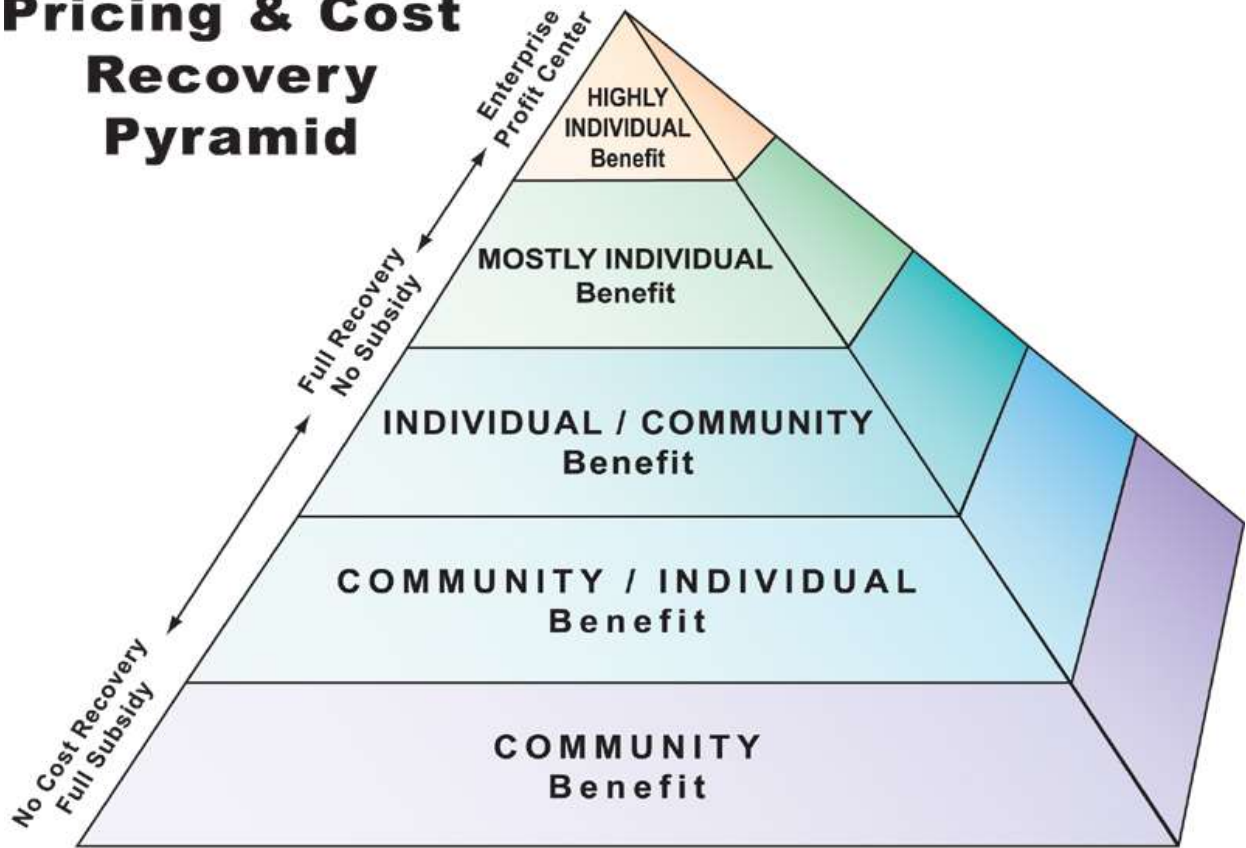
***Category C - Private use - City residents

****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: D-1
Date: 11/12/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: November 16, 2021
SUBJECT: Updated site plan for Goat Farm/Rogers Family Park

Background

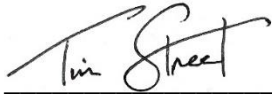
In early 2021, a contract was approved with Mader Design for the creation of a site design plan and construction documents for Goat Farm Park. This was the continuation of a process begun years ago – the land was given to the Parks and Recreation Department in 2007, and a master plan for the further development of the park was created in 2013. In late 2020, the Rogers family made a \$650,000 donation for park and facility upgrades. After receiving the contract, Mader Design updated the master plan and Parks and Recreation staff held a public meeting in April 2021 to gather feedback from interested citizens and neighbors. The meeting was robust, and additional feedback was gathered through a feedback form posted on the parks website.

Since that time, Parks staff have been working with Mader Design to update the site plan to its final form. The site plan was recently completed and presented to the public at an Open House at Goat Farm Park on November 1.

Goat Farm Park, which will officially become Rogers Family Park upon completion of construction, is a unique asset within the Parks department, as it houses some of the only Parks-managed native prairie. Throughout the feedback process, it was evident that park users and neighbors alike value the park for its austerity, natural setting, and wildlife. As such, the designs for the park are meant to be passive and to preserve the natural feel of the park while increasing access and accessibility for community members.

Currently, Parks staff are working with Mader Design to create construction documents and will then work on a public bid process for the execution of construction. A final contract for construction will be brought before the Board of Park Commissioners when ready.

RESPECTFULLY SUBMITTED,

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

Tim Street, Operations and Development Division Director

2021-January