



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/86882354669?pwd=UTJlVmNEbVdyK1VWdDZRZmNwZUxiZz09>

Dial by your location

+1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma)

Meeting ID: 868 8235 4669 Passcode: 469160

Find your local number: <https://bloomington.zoom.us/j/kwYv4D1Gz>

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, January 25, 2022 4:00 – 5:30 p.m.

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of December 7, 2021
- A-2. Approval of Claims Submitted December 7, 2021 – January 24, 2022
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review/Approval of Business Report
- A-5. Review/Approval of Credit Card Refunds
- A-6. Declaration of Surplus.
- A-7. Approval of (3) service agreements for Community Relations Area
- A-8. Approval of service agreement with Kingsnake Sound for the Performing Arts Series.
- A-9. Approval of service agreement with Skip Daley for Trivia Night events
- A-10. Approval of contract with Aquatic Control, Inc. for pond maintenance at Miller-Showers
- A-11. Approval of service agreement with Crisis Cleaning, Inc.
- A-12. Approval of service agreement with Kevin R. Huntley (Green Earth Recycling & Composting)
- A-13. Approval of Farmers' Market 2022 contract template
- A-14. Approval of Community Garden 2022 contract template

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Bravo Award
- B-2. Parks Partner Award
- B-3. Staff Introductions Haylie Pryson, Community Events Specialist

C. OTHER BUSINESS

- C-1. Election of Board of Park Commissioners officers
- C-2. Review/Approval of Resolution 21-01 to Appropriate the Parks Non-Reverting Fund (Paula McDevitt)
- C-3. Review/Approval of Memorandum of Understanding with BCM, LLC to temporary storage trailer on Crestmont Park property (Tim Street)
- C-4. Review/Approval of contract with Marshall Security LLC for 2022 security services at various parks and trails (Tim Street)
- C-5. Review/Approval of contract with Arsee Engineering, Inc. for Waldron, Hill, Buskirk stage repair design (Tim Street)
- C-6. Review/Approval of memorandum of agreement with Engineering Department for bridge inspections (Tim Street)
- C-7. Review/Approval of contract with River Town Construction, LLC for concrete work (Tim Street)
- C-8. Review/Approval of contract with Spectrum LLC for Griffy Loop Trail (Steve Cotter)

- C-9. Review/Approval of appointments to the Environmental Resources Advisory Council (Rebecca Swift)
- C-10. Review/Approval of contract with Bluestone Tree, LLC for tree removals and pruning services (Erin Hatch)
- C-11. Review/Approval of addendum to the contract with Davey Resources Group, Inc. for tree pruning (Erin Hatch)
- C-12. Review/Approval of contract with Eco Logic, LLC for vegetation management at Miller Showers Park (Joanna Sparks)
- C-13. Review/Approval of contract with Airtime Studios for the installation of sound panels at Switchyard Park pavilion (Hsiung Marler)

D. REPORTS

- D-1. Operations Division - Bicentennial Bond Tree Project Update (Erin Hatch)
- D-2. Recreation Division - None
- D-3. Sports Division - None
- D-4. Administration Division - None

E. PUBLIC COMMENT

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, and encouraging remote submissions of public comment (via email, to mcdevitp@bloomington.in.gov).



CITY OF BLOOMINGTON
Parks and Recreation

A-1

01-25-2022

Board of Park Commissioners
Meeting Minutes

Tuesday, December 7, 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 the November 16, 2021 Regular Meeting
- A-2. Approval of Claims Submitted November 15, 2021 - December 6, 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 service agreements with JB's Salvage for green waste dumpster at Parks Operations Center and Switchyard Park
- A-8. Approval of contract with Kevin Potter Civil Engineering for Goat Farm barn inspection
- A-9. Approval of 2022 partnership agreement with Monroe County Identify and Remove Invasive Species (MC-IRIS)
- A-10. Approval of 2022 service agreements for Operations Division
- A-11. Approval of 2022 Concession Agreement template
- A-12. Approval of 2022 application for mobile stage rentals
- A-13. Approval of 2022 contract rental with the Stables Events, LLC (Izzy Rental) for Community Events
- A-14. Approval of 2022 Application for Use of Peoples Park

Ellen Rodkey made a motion to approve the consent calendar A-1 through A-14. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B. Awards and Introductions

B-1. Bravo Award - Philip "Pip" Chamberlain

Sarah Owen, Community Relations Coordinator Bloomington Parks and Recreation Department (BPRD) recognized Pip Chamberlain as the recipient of the December Bravo Award, for the volunteer hours Pip provided to the Bloomington Youth Basketball (BYB) program. Over the past decade, Pip had coached 22 teams and committed hundreds of hours of personal time to the BYB program. BPRD is grateful for his continued service to the Bloomington Youth Basketball program.

Pip Chamberlain was honored to receive the award. Pip stated one of the neat things about coaching was the impact that could make with kids, and also the chance to meet the great people in the community, and working with Bloomington Park and Recreation staff. Volunteer coaching was the best thing he had done.

Board Comments: the Board thanked Pip Chamberlain for his support, and volunteer hours.

B-2. Parks Partner Award - IU Credit Union

Sarah Owen, Community Relations Coordinator Bloomington Parks and Recreation Department (BPRD) recognized IU Credit Union as the recipient of the December Parks Partner Award. Over the past 20 years, IU Credit Union had been a generous supporter of BPRD through advertising, sponsorships, and distribution points for BPRD Program Guides. Their

generosity of supporting local organizations, events, and culture is greatly appreciated. BPRD was thankful to IU Credit Union for their long time support.

Board Comments: the Board thanked IU Credit Union for their support.

B-3. Staff Introductions (none)

C. OTHER BUSINESS

C-1. Review/Approval of 2022 Non Reverting Budget

Paula McDevitt, Director the Non-reverting Budget was established as an “enterprise fund”. It was developed with a zero-based budget model, and allows flexibility to meet customer interest. The Non-reverting Budget reduces the reliance on the General Fund tax base, and incorporates input from staff specialist, supervisors, managers and division directors.

Paula McDevitt presented the 2022 Parks Non-Reverting Budget

Category 1: Personnel – Decrease of \$136,733 (21.64%)

- Decrease in regular full-time wages - \$47,820
 - Full time position transferred into 2022 General Fund
- Decrease in seasonal positions cost
- Decrease in corresponding positions listed above
 - FICA \$8,322
 - Perf \$6,795
 - Health/Life Insurance \$12,867

Category 2: Supplies – Increase \$3,379 (0.90%)

- Increase in Agricultural Supplies
- Increase in Building Material Supplies
- Increase in Other Supplies

Category 3: Other Services – Decrease of \$108,167 (9.61%)

- Decrease in following expense lines:
 - Travel
 - Electrical Services
 - Building Rentals
 - Machinery and Equipment Repairs
 - Bank Charges
 - Dues/Subscriptions
 - Temporary Contractual Employees

- Twin Lakes Recreation Center revenue bond payment
 - Principal \$380,000
 - Interest \$94,212

Total Non-Reverting Request - \$1,891,761

- Decrease of \$241,521 (% 11.32)

Non-Reverting Fund Anticipated Net (\$342,556)

- Projected Revenue \$1,594,115
- Projected Expenses (\$1,891,671)*

*Twin Lakes Recreation Center bond payment reflected in expenses.

NR Cash Balance January 1, 2021	\$1,031,971
NR Cash Balance November 30, 2021	\$807,361

Staff recommends approval of the 2022 Non-Reverting Budget request.

Board Comments: the Board thanked Paula McDevitt for the stewardship of the fund, and the work that went into preparing the 2022 Budget.

Jim Whitlatch made a motion to approve the 2022 Non-Reverting Budget as proposed. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

C-2. Review/Approval of Contract Addendum with Marshall Security, LLC for Switchyard Park

Hsiung Marler, Switchyard Park General Manager in June of 2021, the Department entered into a Contract with Marshall Security and Private Investing for security services at Switchyard Park. Staff wished to extend the contract January 1, 2022 through January 31, 2022. Both parties mutually agreed to addend the Agreement to reflect the additional services. Additional compensation not to exceed \$7,161, and would be funded from the Switchyard Park General Fund.

Board Comments: *Ellen Rodkey inquired:* if daytime hours were included in the Addendum. *Hsiung Marler* responded: the Addendum was for Switchyard Park only, the daytime hours were for trails, and in a different contract. *Jim Whitlatch inquired:* if the 2022 Comprehensive Plan would be opened for bids. *Hsiung Marler* responded: it would be opened up to bids. The 2022 Comprehensive Plan would include both Switchyard Park and trails. *Tim Street, Operations and Development Division Director* responded: The Addendum was to prevent security from lapsing at Switchyard Park. While the City Budget was being resolved an RFT had been put together, time ran to execute the RFP in review proposals.

Jim Whitlatch made a motion to approve the Contract Addendum with Marshall Security, LLC. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

C-3. Review/Approval of Service Agreement with Bluestone Tree, LLC for Pruning Services

Erin Hatch, Urban Forester to maintain healthy trees, staff recommended approval of the contract with Bluestone Tree, in an amount not to exceed \$10,561.50. The contractor would perform mature tree pruning on various City trees along East Hickory Drive, and South Olcott Avenue. Funding for the project would be from the Urban Forestry General Fund.

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

C-4. Review/Approval of Contract with Eagle Ridge Civil Engineering for Sherwood Oaks Floodplain Permit

Tim Street, Operations and Development Division Director to correct drainage issues, make path repairs and replace aging culverts, the Department wished to obtain appropriate environmental permits to perform maintenance work in the floodplain of Jackson Creek at Sherwood Oaks Park. Staff recommended approval of the contract with Eagle Ridge Civil Engineering, in an amount not to exceed \$9,682.00. Contractor would provide survey data, site reconnaissance, permit coordination and project administration and management tasks. The project would be funded from the Operations General Fund.

Jim Whitlatch made a motion to approve the Contract with Eagle Ridge Civil Engineering. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

C-5. Review/Approval of Contract Addendum with Scenic Construction Services, Inc.

Tim Street, Operations and Development Division Director in May of 2021, the Department and Scenic Construction Services entered into an Agreement for the construction of Cascades Trail Phase 5 and Streambank Stabilization project. Based on available funding and project needs, several change orders had been identified. Both parties mutually agreed to addend the Agreement to reflect the additional changes and services. Additional compensation amount not to exceed \$53,318.00. Funding would be from the Bicentennial Bond funds allocated to the project: 930-18-18018B-5510. Project 980 220B.

Ellen Rodkey made a motion to approve the Contract Addendum with Scenic Construction Services. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0

C-6. Review/Approval of Contract Renewal with Green Dragon Lawn Care for Mowing and Trimming Services at Twenty (20) Primary Locations

Joanna Sparks, City Landscaper, the Department wished to provide well maintained parks and facilities for the community to enjoy. The Department required the services of a professional consultant to provide mowing and trimming services at 20 locations throughout the 2022 season. Staff recommended renewal of the contract with Green Dragon Lawn Care, in an

amount not to exceed \$82,030. Funding would be from Operations General Fund.

Board Comments: *Kathleen Mills commented:* due to cost of equipment and maintenance, it was cheaper to outsource a portion of the mowing. *Joanna Sparks responded:* that was correct.

Jim Whitlatch made a motion to approve the Contract Renewal with Green Dragon for 20 Primary Locations. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0

C-7. Review/Approval of Contract Renewal with Green Dragon Lawn Care, Inc for Mowing and Trimming Services at Alternate Locations

Joanna Sparks, City Landscaper BPRD required the services of a professional consultant to provide mowing and trimming services at 16 alternate locations throughout the 2022 season. Staff recommended renewal of the contract with Green Dragon Lawn Care, in an amount not to exceed \$34,970. Funding would be from Operations General Fund.

Jim Whitlatch made a motion to approve the Contract Renewal with Green Dragon Lawn Care for Alternate Locations. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

C-8. Review/Approval of Contract Addendum with Habitat Solutions for Prescribed Burn at Griffy Lake Nature Preserve

Steve Cotter, Natural Resource Manager around March of 2021, the Department entered into an Agreement with Habitat Solutions Wildlife and Forest Management for a prescribed burn at Griffy Lake Nature Preserve. Conditions were not optimal in the spring and fall of 2021 to conduct the prescribed burn. Staff wished to amend the completion date to December 31, 2022. Both parties mutually agreed to amend the completion date. All other original terms of the Agreement would remain in full force and effect.

Jim Whitlatch made a motion to approve the Contract Addendum with Habitat Solutions. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

C-9. Review/Approval of 2022 Service Agreement with The Stables Events (Izzy's Rentals) for Service/Cleaning of Port-a-Lets at Eleven (11) Locations

Barb Dunbar, Operations Coordinator BPRD wished to maintain portable toilets in good working condition. Staff recommended approval of the Service Agreement with The Stable Events (Izzy's Rentals) in an amount not to exceed \$11,000. Vendor would provide cleaning/pumping services for eleven Department owned portable toilets, and provide rental, service, and cleaning at one location. Funding would be from Operations General Fund.

Jim Whitlatch made a motion to approve the Service Agreement with The Stables Events (Izzy's Rentals). *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

C-10. Review/Approval of 2022 Service Agreement with Woods Electrical Contractors, Inc. for Services at Park Properties

Barb Dunbar, Operations Coordinator BPRD wished to keep parks and facilities in good working condition. Staff recommend approval of the contract with Woods Electrical Contractors, in an amount not to exceed \$8,000. Vendor would provide general repairs/adjustments and/or replacement of electrical components on an as needed basis. Funding would be from Operations General Fund, Sports General Fund and Sports Non-Reverting Fund.

Jim Whitlatch made a motion to approve the Service Agreement with Woods Electrical Contractors. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

D. REPORTS

- D-1. Operations Division - no report
- 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 - None

Paula McDevitt, Director thanked the Park Board for their service in 2021. The next Board of Park Commissioners meeting would be held on Tuesday, January 25, 2022.

ADJOURNMENT

Meeting adjourned at 4:49 p.m.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners

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REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/17/2021	Payroll				153,861.91
					<u>153,861.91</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 153,861.91

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 _____



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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	2127116	18- 2022 Calendars, paper	Paid by EFT # 44456		12/14/2021	12/14/2021	12/23/2021		12/23/2021	23.26
5099 - Office Three Sixty, INC	2127116B1	18-binder clips	Paid by EFT # 44456		12/14/2021	12/14/2021	12/23/2021		12/23/2021	1.16
5099 - Office Three Sixty, INC	2127116B2	18- 2022 Calendars, paper	Paid by EFT # 44456		12/14/2021	12/14/2021	12/23/2021		12/23/2021	16.97
							Account 52110 - Office Supplies Totals		Invoice Transactions 3	<u>\$41.39</u>
Account 53910 - Dues and Subscriptions										
6891 - Gatehouse Media Indiana Holdings	360519766 112621	18- Herald Times Subscription	Paid by EFT # 44357		12/14/2021	12/14/2021	12/23/2021		12/23/2021	280.80
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$280.80</u>
Account 53960 - Grants										
41 - Area 10 Agency On Aging	Sept 21-Dec21	18- Endwright Center East Sept 21 - Dec 2021	Paid by Check # 74909		12/14/2021	12/14/2021	12/23/2021		12/23/2021	5,612.46
							Account 53960 - Grants Totals		Invoice Transactions 1	<u>\$5,612.46</u>
Account 53990 - Other Services and Charges										
54935 - Vermont Systems, INC	VS001701	18- 2022 Renewal Software Support - RecTrac	Paid by EFT # 44545		12/14/2021	12/14/2021	12/23/2021		12/23/2021	7,941.30
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$7,941.30</u>
							Program 181000 - Administration Totals		Invoice Transactions 6	<u>\$13,875.95</u>
Program 181100 - Marketing										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	716341	18-Winter Lights December Nights electrical components	Paid by EFT # 44411		12/14/2021	12/14/2021	12/23/2021		12/23/2021	22.66
2895 - Rapid Reproductions, INC	105896	18-Community Gardening banners, Starr advertising banner for ice	Paid by EFT # 44474		12/14/2021	12/14/2021	12/23/2021		12/23/2021	627.72
							Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$650.38</u>
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1876	18-Postcard print and mail for The Skating School	Paid by EFT # 44260		12/14/2021	12/14/2021	12/23/2021		12/23/2021	844.84
818 - Everywhere Signs, LLC	58704	18-banner printing	Paid by EFT # 44348		12/14/2021	12/14/2021	12/23/2021		12/23/2021	400.00
6775 - Lincoln Printing Corporation (The Jackson Group)	70004	18-Winter Spring 2022 Program Guide	Paid by EFT # 44420		12/14/2021	12/14/2021	12/23/2021		12/23/2021	21,750.00



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Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 181100 - Marketing											
Account 53310 - Printing											
5757 - Nite Owl Promotions, INC	10333	18-Yappy Hours Santa Paws banner for dog park	Paid by EFT # 44449		12/14/2021	12/14/2021	12/23/2021		12/23/2021	100.00	
5757 - Nite Owl Promotions, INC	10370	18-promo banner for Frank Southern Ice Arena	Paid by EFT # 44449		12/14/2021	12/14/2021	12/23/2021		12/23/2021	100.00	
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-53981	18-Winslow Woods Park playground opening yard signs	Paid by EFT # 44480		12/14/2021	12/14/2021	12/23/2021		12/23/2021	72.37	
									Account 53310 - Printing Totals	Invoice Transactions 6	<u>\$23,267.21</u>
Account 53320 - Advertising											
7945 - Martin Direct, INC (Town Planner)	6423	18-Community event promotions in Town Planner calendar	Paid by EFT # 44426		12/14/2021	12/14/2021	12/23/2021		12/23/2021	2,245.00	
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12111104474	18-Pumpkin Launch and Holiday Market spots on WGCL	Paid by EFT # 44492		12/14/2021	12/14/2021	12/23/2021		12/23/2021	198.00	
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12111104344	18-Pumpkin Launch and Holiday Market spots on 96.1	Paid by EFT # 44492		12/14/2021	12/14/2021	12/23/2021		12/23/2021	156.00	
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1211134093	18-30-sec spots for Holiday Market on WBWB	Paid by EFT # 44505		12/14/2021	12/14/2021	12/23/2021		12/23/2021	500.00	
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1211134192	18-30-sec spots for Holiday Market on WHCC	Paid by EFT # 44505		12/14/2021	12/14/2021	12/23/2021		12/23/2021	500.00	
									Account 53320 - Advertising Totals	Invoice Transactions 5	<u>\$3,599.00</u>
									Program 181100 - Marketing Totals	Invoice Transactions 13	<u>\$27,516.59</u>
Program 182001 - Aquatics - Bryan Pool											
Account 52420 - Other Supplies											
6707 - Tropitone Furniture Co., INC	1220867	18 - Pool Deck Chairs	Paid by EFT # 44536		12/14/2021	12/14/2021	12/23/2021		12/23/2021	3,001.65	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$3,001.65</u>
Account 53540 - Natural Gas											
222 - Vectren	0250755166120921	18-Natural Gas November Bryan	Paid by Check # 74907		12/13/2021	12/13/2021	12/13/2021		12/14/2021	47.93	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$47.93</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	5517398	18-Bryan Pool fire Extinguisher Inspection	Paid by EFT # 44414		12/14/2021	12/14/2021	12/23/2021		12/23/2021	22.65
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$22.65</u>
							Program 182001 - Aquatics - Bryan Pool Totals	Invoice Transactions 3		<u>\$3,072.23</u>
Program 182002 - Aquatics - Mills Pool										
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	5517390	18-Mills Pool Fire Extinguisher Inspection	Paid by EFT # 44414		12/14/2021	12/14/2021	12/23/2021		12/23/2021	7.55
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$7.55</u>
							Program 182002 - Aquatics - Mills Pool Totals	Invoice Transactions 1		<u>\$7.55</u>
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	1,352.60
							Account 43220 - Facility Rentals Totals	Invoice Transactions 1		<u>\$1,352.60</u>
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	204.29
							Account 43260 - Equipment Rentals Totals	Invoice Transactions 1		<u>\$204.29</u>
Account 52340 - Other Repairs and Maintenance										
53442 - Paragon Micro, INC	S3338285	18 - FSC Sound System UPS	Paid by EFT # 44464		12/14/2021	12/14/2021	12/23/2021		12/23/2021	1,019.99
5819 - Synchrony Bank	654594366366	18 - FSC Satellite Radio Monitor	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	75.89
							Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 2		<u>\$1,095.88</u>
Account 52420 - Other Supplies										
6220 - Riedell Shoes, INC	54972222	18 - FSC Rental Skates	Paid by EFT # 44482		12/14/2021	12/14/2021	12/23/2021		12/23/2021	1,392.00
6220 - Riedell Shoes, INC	DR0000002786	18-FSC Shipping cost for rental skates	Paid by EFT # 44482		12/14/2021	12/14/2021	12/23/2021		12/23/2021	66.68
5819 - Synchrony Bank	536875447554	18 - FSC Lobby Christmas Decoration	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	155.81
5819 - Synchrony Bank	473354373583	18- FSC Hole Puncher for economy pass	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	20.49
							Account 52420 - Other Supplies Totals	Invoice Transactions 4		<u>\$1,634.98</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 182500 - Frank Southern Center										
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	113894	18 FSC Hoodies for Zam Drivers	Paid by EFT # 44556		12/14/2021	12/14/2021	12/23/2021		12/23/2021	514.26
							Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1	<u>514.26</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	128413ES	06-City Fac.-Natural Gas Commodity- November 2020 management fee	Paid by EFT # 44232		12/13/2021	12/13/2021	12/13/2021		12/14/2021	270.78
222 - Vectren	0250573228120921	18-Natural Gas November FSC	Paid by Check # 74907		12/13/2021	12/13/2021	12/13/2021		12/14/2021	901.35
							Account 53540 - Natural Gas Totals		Invoice Transactions 2	<u>\$1,172.13</u>
Account 53610 - Building Repairs										
539 - Price Electric, INC	34840	18-FSC Motion switch install in locker room	Paid by EFT # 44472		12/14/2021	12/14/2021	12/23/2021		12/23/2021	307.20
							Account 53610 - Building Repairs Totals		Invoice Transactions 1	<u>\$307.20</u>
Account 53650 - Other Repairs										
4283 - Accurate Cutting Technologies, INC	60243	18 FSC Zamboni Blade Sharpening	Paid by EFT # 44262		12/14/2021	12/14/2021	12/23/2021		12/23/2021	120.80
							Account 53650 - Other Repairs Totals		Invoice Transactions 1	<u>\$120.80</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	Nov 21 Bank Fees	18-Parks & Rec. November 2021 Bank Fees	Paid by EFT # 44253		12/16/2021	12/16/2021	12/16/2021		12/16/2021	901.12
							Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>\$901.12</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3059481	18 - FSC Rug Service	Paid by EFT # 44467		12/14/2021	12/14/2021	12/23/2021		12/23/2021	75.41
							Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 1	<u>\$75.41</u>
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	5517397	18-FSC Fire Extinguisher Inspection and 2 exchanges	Paid by EFT # 44414		12/14/2021	12/14/2021	12/23/2021		12/23/2021	379.10
5335 - Shield Protection Solutions, LLC	2771	18-FSC Security for IUD2 Game 11/19 and 11/20	Paid by EFT # 44498		12/14/2021	12/14/2021	12/23/2021		12/23/2021	800.00
5335 - Shield Protection Solutions, LLC	2785	18-FSC Security for IUD2 Game 12/3 and 12/4	Paid by EFT # 44498		12/14/2021	12/14/2021	12/23/2021		12/23/2021	800.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 3	<u>\$1,979.10</u>
							Program 182500 - Frank Southern Center Totals		Invoice Transactions 18	<u>\$9,357.77</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	828.06
								Account 43260 - Equipment Rentals Totals	Invoice Transactions 1	<u>\$828.06</u>
Account 43380 - Other Services										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	201.06
								Account 43380 - Other Services Totals	Invoice Transactions 1	<u>\$201.06</u>
Account 47110 - Miscellaneous										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	11.37
								Account 47110 - Miscellaneous Totals	Invoice Transactions 1	<u>\$11.37</u>
Account 52220 - Agricultural Supplies										
365 - Rogers Group, INC	0071185614	18 - Gravel	Paid by EFT # 44486		12/14/2021	12/14/2021	12/23/2021		12/23/2021	23.35
365 - Rogers Group, INC	0071185805	18 - Gravel	Paid by EFT # 44486		12/14/2021	12/14/2021	12/23/2021		12/23/2021	187.44
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 2	<u>\$210.79</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	128413ES	06-City Fac.-Natural Gas Commodity-November 2020 management fee	Paid by EFT # 44232		12/13/2021	12/13/2021	12/13/2021		12/14/2021	4.20
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$4.20</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	Nov 21 Bank Fees	18-Parks & Rec. November 2021 Bank Fees	Paid by EFT # 44253		12/16/2021	12/16/2021	12/16/2021		12/16/2021	1,326.94
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$1,326.94</u>
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190943794120 221	18-Cable Service for Cascades Golf Course	Paid by Check # 74896		12/13/2021	12/13/2021	12/13/2021		12/14/2021	187.23
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$187.23</u>
								Program 183500 - Golf Services Totals	Invoice Transactions 8	<u>\$2,769.65</u>
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
3560 - First Financial Bank / Credit Cards	610528	18-Monthly Walmart Supplies for the Depart.	Paid by Check # 74922		12/14/2021	12/14/2021	12/23/2021		12/23/2021	74.50
4574 - John Deere Financial (Rural King)	28060	18- Safety vests/Carabiners/Non-skid tape/Solar Light-12/3/21	Paid by Check # 74934		12/14/2021	12/14/2021	12/23/2021		12/23/2021	69.38



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Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 184000 - Natural Resources											
Account 52210 - Institutional Supplies											
5819 - Synchrony Bank	8478	18- First Aid Supplies, Ziplocs, (2) 10x10 tents, Headlamps	Paid by Check # 74943		12/14/2021	12/14/2021	12/23/2021		12/23/2021	497.42	
5819 - Synchrony Bank	8203	18-Tax Refund on Sams Club Purchase	Paid by Check # 74943		12/14/2021	12/14/2021	12/23/2021		12/23/2021	(32.54)	
5819 - Synchrony Bank	789963986885	18- Amazon Hand Sanitizer	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	87.00	
5819 - Synchrony Bank	898649757339	18- Amazon First Aid Sting Relief Swab	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	26.20	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 6	<u>\$721.96</u>
Account 52310 - Building Materials and Supplies											
409 - Black Lumber Co. INC	494003	18-treated lumber	Paid by EFT # 44284		12/14/2021	12/14/2021	12/23/2021		12/23/2021	29.98	
137 - Good Earth, LLC	20188	18- Fill Dirt for LSNP Shelter	Paid by EFT # 44362		12/14/2021	12/14/2021	12/23/2021		12/23/2021	102.00	
137 - Good Earth, LLC	20189	18- Fill Dirt for LSNP Shelter	Paid by EFT # 44362		12/14/2021	12/14/2021	12/23/2021		12/23/2021	51.00	
137 - Good Earth, LLC	20190	18- Fill Dirt for LSNP Shelter	Paid by EFT # 44362		12/14/2021	12/14/2021	12/23/2021		12/23/2021	51.00	
365 - Rogers Group, INC	0713009232	18- #11 Stone for LSNP Shelter	Paid by EFT # 44486		12/14/2021	12/14/2021	12/23/2021		12/23/2021	84.00	
365 - Rogers Group, INC	0713009233	18- #11 Stone for LSNP Shelter	Paid by EFT # 44486		12/14/2021	12/14/2021	12/23/2021		12/23/2021	63.00	
365 - Rogers Group, INC	0713009261	18- #53 stone for Griffy parking lots	Paid by EFT # 44486		12/14/2021	12/14/2021	12/23/2021		12/23/2021	609.00	
5819 - Synchrony Bank	464568964645	18- Amazon Pegboard Hooks Assort	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	20.99	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 8	<u>\$1,010.97</u>
Account 52420 - Other Supplies											
394 - Kleindorfer Hardware & Variety	697076	18-Natural Resources Program Supplies	Paid by EFT # 44411		12/14/2021	12/14/2021	12/23/2021		12/23/2021	119.30	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$119.30</u>
Account 53310 - Printing											
818 - Everywhere Signs, LLC	58760	18- 6"x12" No Swimming Signs	Paid by EFT # 44348		12/14/2021	12/14/2021	12/23/2021		12/23/2021	100.00	
									Account 53310 - Printing Totals	Invoice Transactions 1	<u>\$100.00</u>
Account 53830 - Bank Charges											
18844 - First Financial Bank, N.A.	Nov 21 Bank Fees	18-Parks & Rec. November 2021 Bank Fees	Paid by EFT # 44253		12/16/2021	12/16/2021	12/16/2021		12/16/2021	1.32	
									Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$1.32</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	14461	18-Wapehani and Griffy Restroom Service	Paid by EFT # 44530		12/14/2021	12/14/2021	12/23/2021		12/23/2021	160.00
							Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 1		<u>\$160.00</u>
Account 53990 - Other Services and Charges										
3452 - Environmental Assurance Company, INC	21IN361-IN	18- LSNP Mold Remediation in Restroom	Paid by EFT # 44344		12/14/2021	12/14/2021	12/23/2021		12/23/2021	2,200.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$2,200.00</u>
							Program 184000 - Natural Resources Totals	Invoice Transactions 19		<u>\$4,313.55</u>
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
222 - Vectren	7953530485120921	18-Natural Gas November AJB	Paid by Check # 74907		12/13/2021	12/13/2021	12/13/2021		12/14/2021	106.58
							Account 53540 - Natural Gas Totals	Invoice Transactions 1		<u>\$106.58</u>
							Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1		<u>\$106.58</u>
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
6100 - Boxwood Technology, INC	3801407	18-Job Announcement through NRPA	Paid by EFT # 44296		12/14/2021	12/14/2021	12/23/2021		12/23/2021	99.00
7240 - Troy T Thomas	0011	18-Performance by Trumusiq at the Holiday Market on Nov. 27	Paid by EFT # 44532		12/14/2021	12/14/2021	12/23/2021		12/23/2021	950.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 2		<u>\$1,049.00</u>
							Program 186500 - Community Events Totals	Invoice Transactions 2		<u>\$1,049.00</u>
Program 186502 - Community Events-Gardens										
Account 53310 - Printing										
2895 - Rapid Reproductions, INC	105896	18-Community Gardening banners, Starr advertising banner for ice	Paid by EFT # 44474		12/14/2021	12/14/2021	12/23/2021		12/23/2021	54.00
							Account 53310 - Printing Totals	Invoice Transactions 1		<u>\$54.00</u>
							Program 186502 - Community Events-Gardens Totals	Invoice Transactions 1		<u>\$54.00</u>
Program 187001 - Adult Sports-Softball										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I310630-01	18 TLSP Tork Bathroom Tissue	Paid by Check # 74930		12/14/2021	12/14/2021	12/23/2021		12/23/2021	116.88
							Account 52210 - Institutional Supplies Totals	Invoice Transactions 1		<u>\$116.88</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	718627	18 TLSP Zip Ties and Gloves	Paid by EFT # 44411		12/14/2021	12/14/2021	12/23/2021		12/23/2021	39.94
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$39.94</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	Nov 21 Bank Fees	18-Parks & Rec. November 2021 Bank Fees	Paid by EFT # 44253		12/16/2021	12/16/2021	12/16/2021		12/16/2021	85.15
							Account 53830 - Bank Charges Totals	Invoice Transactions 1		<u>\$85.15</u>
Account 53990 - Other Services and Charges										
4175 - The Stables Events, LLC (Izzy's Rentals)	14260	18 - Portable restrooms TLSP - Covid Protocol	Paid by EFT # 44530		12/14/2021	12/14/2021	12/23/2021		12/23/2021	460.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$460.00</u>
							Program 187001 - Adult Sports-Softball Totals	Invoice Transactions 4		<u>\$701.97</u>
Program 187202 - Youth Sports-Winslow										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	427.11
							Account 43220 - Facility Rentals Totals	Invoice Transactions 1		<u>\$427.11</u>
Account 53650 - Other Repairs										
539 - Price Electric, INC	34762	18-Winslow Park Tennis lights to LED lamps	Paid by EFT # 44472		12/14/2021	12/14/2021	12/23/2021		12/23/2021	6,654.80
							Account 53650 - Other Repairs Totals	Invoice Transactions 1		<u>\$6,654.80</u>
							Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 2		<u>\$7,081.91</u>
Program 187208 - Youth Sports-Olcott										
Account 52420 - Other Supplies										
7762 - Advanced Sports Supply LLC	190	18-Olcott-Field Paint and walk behind sprayer	Paid by EFT # 44264		12/14/2021	12/14/2021	12/23/2021		12/23/2021	650.70
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$650.70</u>
Account 53650 - Other Repairs										
298 - Commercial Service Of Bloomington, INC	S216148	18-Olcott - Backflow rebuild	Paid by EFT # 44321		12/14/2021	12/14/2021	12/23/2021		12/23/2021	445.00
							Account 53650 - Other Repairs Totals	Invoice Transactions 1		<u>\$445.00</u>
							Program 187208 - Youth Sports-Olcott Totals	Invoice Transactions 2		<u>\$1,095.70</u>



Accounts Payable by G/L Distribution Report

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Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 187500 - Banneker											
Account 43220 - Facility Rentals											
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	3.90	
								Account 43220 - Facility Rentals Totals		Invoice Transactions 1	<u>3.90</u>
Account 53540 - Natural Gas											
6769 - EDF, INC (EDF Energy Services)	128413ES	06-City Fac.-Natural Gas Commodity- November 2020 management fee	Paid by EFT # 44232		12/13/2021	12/13/2021	12/13/2021		12/14/2021	24.75	
								Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>24.75</u>
								Program 187500 - Banneker Totals		Invoice Transactions 2	<u>28.65</u>
Program 189000 - Operations											
Account 52210 - Institutional Supplies											
9269 - Ferguson Facilities Supply, HP Products #3400	CM028650	18-CREDIT	Paid by EFT # 44351		12/14/2021	12/14/2021	12/23/2021		12/23/2021	(2.60)	
								Account 52210 - Institutional Supplies Totals		Invoice Transactions 1	<u>(\$2.60)</u>
Account 52310 - Building Materials and Supplies											
7479 - Sunset Hill Fence Co LLC	009726	18-4' chain link fencing for Bryan Park	Paid by EFT # 44517		12/14/2021	12/14/2021	12/23/2021		12/23/2021	2,275.00	
								Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	<u>\$2,275.00</u>
Account 52340 - Other Repairs and Maintenance											
5415 - Allied Wholesale Electrical Supply, LLC	5687620	18- pvc supplies	Paid by EFT # 44265		12/14/2021	12/14/2021	12/23/2021		12/23/2021	287.30	
394 - Kleindorfer Hardware & Variety	700000	18-striping paint	Paid by EFT # 44411		12/14/2021	12/14/2021	12/23/2021		12/23/2021	61.49	
394 - Kleindorfer Hardware & Variety	718965	18-chain bolt, barrel bolt	Paid by EFT # 44411		12/14/2021	12/14/2021	12/23/2021		12/23/2021	21.98	
394 - Kleindorfer Hardware & Variety	697843	18-metal cut off, welding glove	Paid by EFT # 44411		12/14/2021	12/14/2021	12/23/2021		12/23/2021	42.93	
6262 - Koenig Equipment, INC	L42050	18-CREDIT	Paid by EFT # 44412		12/14/2021	12/14/2021	12/23/2021		12/23/2021	(213.17)	
6262 - Koenig Equipment, INC	P27105	18-2 chains for chain saws	Paid by EFT # 44412		12/14/2021	12/14/2021	12/23/2021		12/23/2021	55.74	
6262 - Koenig Equipment, INC	P27764	18-starter, oil mix, washer for equipment	Paid by EFT # 44412		12/14/2021	12/14/2021	12/23/2021		12/23/2021	165.24	
6262 - Koenig Equipment, INC	P27947	18-oil filters and oil	Paid by EFT # 44412		12/14/2021	12/14/2021	12/23/2021		12/23/2021	92.76	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	409404	18-fuse	Paid by EFT # 44507		12/14/2021	12/14/2021	12/23/2021		12/23/2021	2.86	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	409512	18-motor oil, de-icer	Paid by EFT # 44507		12/14/2021	12/14/2021	12/23/2021		12/23/2021	60.30	



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Invoice Date Range 12/11/21 - 12/23/21

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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	409600	18-Armoral, bulb	Paid by EFT # 44507		12/14/2021	12/14/2021	12/23/2021		12/23/2021	11.90
476 - Southern Indiana Parts, INC (Napa Auto Parts)	410453	18-mig gun	Paid by EFT # 44507		12/14/2021	12/14/2021	12/23/2021		12/23/2021	12.64
								Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 12	<u>\$601.97</u>
Account 52430 - Uniforms and Tools										
4574 - John Deere Financial (Rural King)	30447	18-(7) pair winter gloves for RFT staff	Paid by Check # 74934		12/14/2021	12/14/2021	12/23/2021		12/23/2021	78.93
								Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	<u>\$78.93</u>
Account 53110 - Engineering and Architectural										
6350 - ARSEE Engineering, INC	20857	18-Inspection of WH&B Park stage	Paid by EFT # 44273		12/14/2021	12/14/2021	12/23/2021		12/23/2021	3,500.00
								Account 53110 - Engineering and Architectural Totals	Invoice Transactions 1	<u>\$3,500.00</u>
Account 53130 - Medical										
231 - IU Health OCC Health Services	00124896-00	18-Hearing tests for (15) RFT & (19) seasonal staff	Paid by EFT # 44396		12/14/2021	12/14/2021	12/23/2021		12/23/2021	1,156.00
231 - IU Health OCC Health Services	00125326-00	18-Annual hearing test for (2) RFT & (2) seasonal staff	Paid by EFT # 44396		12/14/2021	12/14/2021	12/23/2021		12/23/2021	136.00
								Account 53130 - Medical Totals	Invoice Transactions 2	<u>\$1,292.00</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	128413ES	06-City Fac.-Natural Gas Commodity- November 2020 management fee	Paid by EFT # 44232		12/13/2021	12/13/2021	12/13/2021		12/14/2021	74.42
222 - Vectren	0255189474120 921	18-Natural Gas Ops	Paid by Check # 74907		12/13/2021	12/13/2021	12/13/2021		12/14/2021	154.33
								Account 53540 - Natural Gas Totals	Invoice Transactions 2	<u>\$228.75</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	408000004805	18-Uniform & mat cleaning services for the year	Paid by EFT # 44272		12/14/2021	12/14/2021	12/23/2021		12/23/2021	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	408000003615	18-Uniform & mat cleaning services for the year	Paid by EFT # 44272		12/14/2021	12/14/2021	12/23/2021		12/23/2021	16.70
4175 - The Stables Events, LLC (Izzy's Rentals)	14460	18-Pumping & of (9) port-a-lets	Paid by EFT # 44530		12/14/2021	12/14/2021	12/23/2021		12/23/2021	800.00
4175 - The Stables Events, LLC (Izzy's Rentals)	14462	18-Pumping & of (9) port-a-lets	Paid by EFT # 44530		12/14/2021	12/14/2021	12/23/2021		12/23/2021	116.25
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 4	<u>\$949.65</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 189000 - Operations										
Account 54310 - Improvements Other Than Building										
19741 - Mader Design, LLC	1411	18-Griffy fishing pier development and design consulting	Paid by EFT # 44423		12/14/2021	12/14/2021	12/23/2021		12/23/2021	500.00
							Account 54310 - Improvements Other Than Building Totals	Invoice Transactions	1	\$500.00
							Program 189000 - Operations Totals	Invoice Transactions	25	\$9,423.70
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I305533-01	19 SYP kutol green seal hand soap (back order)	Paid by Check # 74930		12/14/2021	12/14/2021	12/23/2021		12/23/2021	105.93
							Account 52210 - Institutional Supplies Totals	Invoice Transactions	1	\$105.93
Account 52220 - Agricultural Supplies										
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	1004	18- SYP LAND hardwood bark mulch for SYP	Paid by EFT # 44381		12/14/2021	12/14/2021	12/23/2021		12/23/2021	300.00
							Account 52220 - Agricultural Supplies Totals	Invoice Transactions	1	\$300.00
Account 52310 - Building Materials and Supplies										
15901 - Michigan Playgrounds, LLC (Midstates Recreation)	SINV-04017	SYP Playground Musica Instruments (drumstick/mallets)	Paid by EFT # 44431		12/14/2021	12/14/2021	12/23/2021		12/23/2021	306.00
							Account 52310 - Building Materials and Supplies Totals	Invoice Transactions	1	\$306.00
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	718916	18 SYP Goof Off Graffiti Remover	Paid by EFT # 44411		12/14/2021	12/14/2021	12/23/2021		12/23/2021	19.98
							Account 52420 - Other Supplies Totals	Invoice Transactions	1	\$19.98
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	37123-003 123121	18-Water Sewer Charges November SYP	Paid by Check # 74894		12/13/2021	12/13/2021	12/13/2021		12/14/2021	1,420.20
							Account 53530 - Water and Sewer Totals	Invoice Transactions	1	\$1,420.20
Account 53540 - Natural Gas										
222 - Vectren	0256043968120 921	18-Natural Gas November SYP	Paid by Check # 74907		12/13/2021	12/13/2021	12/13/2021		12/14/2021	315.05
							Account 53540 - Natural Gas Totals	Invoice Transactions	1	\$315.05
Account 53610 - Building Repairs										
7954 - Co-Line Welding, INC	GSS175011	18 SYP two replacement basketball goals	Paid by EFT # 44319		12/14/2021	12/14/2021	12/23/2021		12/23/2021	1,665.00



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 189006 - Switchyard Property										
Account 53610 - Building Repairs										
177 - Indiana Oxygen Company, INC	940993-000	18 SYP CO2 Tank Return Cylinder Return Fee	Paid by EFT # 44387		12/14/2021	12/14/2021	12/23/2021		12/23/2021	22.84
							Account 53610 - Building Repairs Totals		Invoice Transactions 2	<u>\$1,687.84</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3057878	18 SYP Vestibule Rug Service	Paid by EFT # 44467		12/14/2021	12/14/2021	12/23/2021		12/23/2021	114.33
							Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 1	<u>\$114.33</u>
Account 53950 - Landfill										
908 - JB Salvage (Westside Auto Parts)	211130119300	18 SYP 8 Yard Dumpster - November	Paid by EFT # 44402		12/14/2021	12/14/2021	12/23/2021		12/23/2021	175.00
							Account 53950 - Landfill Totals		Invoice Transactions 1	<u>\$175.00</u>
Account 53990 - Other Services and Charges										
231 - IU Health OCC Health Services	00124899-00	18 SYP Hearing Tests for Staff (Inman, Tull)	Paid by EFT # 44396		12/14/2021	12/14/2021	12/23/2021		12/23/2021	68.00
231 - IU Health OCC Health Services	00123724-00	18 SYP Hep B Vaccine for PT Staff (Inman)	Paid by EFT # 44396		12/14/2021	12/14/2021	12/23/2021		12/23/2021	121.00
6330 - Marshall Security LLC	2102	18 SYP Marshall MSI Security - November (CARES)	Paid by EFT # 44425		12/14/2021	12/14/2021	12/23/2021		12/23/2021	7,920.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 3	<u>\$8,109.00</u>
							Program 189006 - Switchyard Property Totals		Invoice Transactions 13	<u>\$12,553.33</u>
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	1004	18- SYP LAND hardwood bark mulch for SYP	Paid by EFT # 44381		12/14/2021	12/14/2021	12/23/2021		12/23/2021	300.00
5391 - Spence Restoration Nursery, INC	2549	18- LAND 35 pounds native graminoid seed	Paid by EFT # 44508		12/14/2021	12/14/2021	12/23/2021		12/23/2021	3,215.00
							Account 52220 - Agricultural Supplies Totals		Invoice Transactions 2	<u>\$3,515.00</u>
Account 52410 - Books										
50796 - Margaret A Taylor (Book Corner)	21-1207	18- LAND (9) native plant related educational text	Paid by EFT # 44522		12/14/2021	12/14/2021	12/23/2021		12/23/2021	186.84
							Account 52410 - Books Totals		Invoice Transactions 1	<u>\$186.84</u>
Account 52420 - Other Supplies										
313 - Fastenal Company	INBLM226206	18- LAND Absorbant pads for pesticide storage room	Paid by EFT # 44349		12/14/2021	12/14/2021	12/23/2021		12/23/2021	81.45



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 189500 - Landscaping										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	699708	18-oil dry, hose clamp, vise grip, 10ft hose	Paid by EFT # 44411		12/14/2021	12/14/2021	12/23/2021		12/23/2021	48.48
							Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$129.93</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	200807-003123121	18-Water Sewer Charges November Landscap	Paid by Check # 74894		12/13/2021	12/13/2021	12/13/2021		12/14/2021	94.78
							Account 53530 - Water and Sewer Totals		Invoice Transactions 1	<u>\$94.78</u>
Account 53990 - Other Services and Charges										
Karina Bhargava	11-12-2021	18-Damages to a 2017 Toyota RAV4 on 11/1/2021	Paid by Check # 74947		12/14/2021	12/14/2021	12/23/2021		12/23/2021	1,397.58
121 - Eco Logic, LLC	4925	18- LAND Invasive Management at PRE (2.14 acres)	Paid by EFT # 44337		12/14/2021	12/14/2021	12/23/2021		12/23/2021	2,348.55
121 - Eco Logic, LLC	4926	18- Invasive Plant Mgmt at Griffy Lake NP & Miller-Showers Park	Paid by EFT # 44337		12/14/2021	12/14/2021	12/23/2021		12/23/2021	3,536.96
121 - Eco Logic, LLC	4927	18- LAND Wetland Monitoring at SYP (2021 - 2022)	Paid by EFT # 44337		12/14/2021	12/14/2021	12/23/2021		12/23/2021	9,885.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 4	<u>\$17,168.09</u>
							Program 189500 - Landscaping Totals		Invoice Transactions 10	<u>\$21,094.64</u>
Program 189501 - Cemeteries										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	128413ES	06-City Fac.-Natural Gas Commodity- November 2020 management fee	Paid by EFT # 44232		12/13/2021	12/13/2021	12/13/2021		12/14/2021	2.22
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$2.22</u>
							Program 189501 - Cemeteries Totals		Invoice Transactions 1	<u>\$2.22</u>
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	32494	18-skid steer coupler	Paid by Check # 74934		12/14/2021	12/14/2021	12/23/2021		12/23/2021	49.99
4660 - A.M. Leonard, INC	SO21462358	18 - UF - Misc items (pruners, shovels, rakes)	Paid by EFT # 44261		12/14/2021	12/14/2021	12/23/2021		12/23/2021	254.68
394 - Kleindorfer Hardware & Variety	699808	18-2 felling wedges	Paid by EFT # 44411		12/14/2021	12/14/2021	12/23/2021		12/23/2021	9.98



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 189503 - Urban Forestry										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	718171	18-2pk 8" cable ties	Paid by EFT # 44411		12/14/2021	12/14/2021	12/23/2021		12/23/2021	10.98
								Account 52420 - Other Supplies Totals	Invoice Transactions 4	<u>\$325.63</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	62734363	18-Toll for H Smith when went to KY for training	Paid by Check # 74922		12/14/2021	12/14/2021	12/23/2021		12/23/2021	8.84
7299 - Erin Ranae Hatch	121721	18- Travel Reimbursement ISA Tree Risk Assessment	Paid by EFT # 44369		12/14/2021	12/14/2021	12/23/2021		12/23/2021	118.00
								Account 53230 - Travel Totals	Invoice Transactions 2	<u>\$126.84</u>
Account 53990 - Other Services and Charges										
3735 - Bluestone, LLC	8831	18 - UF - Removal (2420 E Boston; 2 trees)	Paid by EFT # 44293		12/14/2021	12/14/2021	12/23/2021		12/23/2021	7,130.57
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$7,130.57</u>
								Program 189503 - Urban Forestry Totals	Invoice Transactions 7	<u>\$7,583.04</u>
								Department 18 - Parks & Recreation Totals	Invoice Transactions 138	<u>\$121,688.03</u>
								Fund 200 - Parks and Recreation Gen (S1301) Totals	Invoice Transactions 138	<u>\$121,688.03</u>
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	Nov 21 Bank Fees	18-Parks & Rec. November 2021 Bank Fees	Paid by EFT # 44253		12/16/2021	12/16/2021	12/16/2021		12/16/2021	89.21
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$89.21</u>
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	11/18/21	18-Mother Bears Pizza for Staff Training Luncheon	Paid by Check # 74922		12/14/2021	12/14/2021	12/23/2021		12/23/2021	568.90
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$568.90</u>
								Program 181000 - Administration Totals	Invoice Transactions 2	<u>\$658.11</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 182003 - Aquatics-Health & Safety										
Account 53990 - Other Services and Charges										
4504 - American National Red Cross	22389582	18-Certification Classes through Red Cross for staff	Paid by EFT # 44268		12/14/2021	12/14/2021	12/23/2021		12/23/2021	160.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$160.00</u>
							Program 182003 - Aquatics-Health & Safety Totals		Invoice Transactions 1	<u>\$160.00</u>
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	18.18
							Account 43220 - Facility Rentals Totals		Invoice Transactions 1	<u>\$18.18</u>
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	8277 120221	18 - FSC Concession Supplies	Paid by Check # 74943		12/14/2021	12/14/2021	12/23/2021		12/23/2021	369.28
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 1	<u>\$369.28</u>
Account 52420 - Other Supplies										
5819 - Synchrony Bank	778348683767	18 - FSC Skating School Markers for ice	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	24.47
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T95376	18 - FSC Skating School Instructor Vests	Paid by EFT # 44519		12/14/2021	12/14/2021	12/23/2021		12/23/2021	180.00
							Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$204.47</u>
							Program 182500 - Frank Southern Center Totals		Invoice Transactions 4	<u>\$591.93</u>
Program 182501 - Frank Southern Center Concession										
Account 43290 - Concessions										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	55.72
							Account 43290 - Concessions Totals		Invoice Transactions 1	<u>\$55.72</u>
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Nov 21 F/B tax	18-November 2021 F/B Tax	Paid by EFT # 44242		12/17/2021	12/17/2021	12/17/2021		12/17/2021	17.61
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	123.31
							Account 43295 - Concessions FB Tax Totals		Invoice Transactions 2	<u>\$140.92</u>
Account 43340 - Pro Shop Sales										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	15.00
							Account 43340 - Pro Shop Sales Totals		Invoice Transactions 1	<u>\$15.00</u>
Account 52330 - Street , Alley, and Sewer Material										
9269 - Ferguson Facilities Supply, HP Products #3400	0380544	18 - FSC Coffee Cups	Paid by EFT # 44351		12/14/2021	12/14/2021	12/23/2021		12/23/2021	138.83



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
4610 - Hopscotch Coffee, LLC	4433	18 - FSC Coffee	Paid by EFT # 44377		12/14/2021	12/14/2021	12/23/2021		12/23/2021	150.00
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 2	<u>\$288.83</u>
							Program 182501 - Frank Southern Center Concession Totals		Invoice Transactions 6	<u>\$500.47</u>
Program 183500 - Golf Services										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	9.74
							Account 43220 - Facility Rentals Totals		Invoice Transactions 1	<u>\$9.74</u>
Account 43290 - Concessions										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	117.24
							Account 43290 - Concessions Totals		Invoice Transactions 1	<u>\$117.24</u>
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Nov 21 F/B tax	18-November 2021 F/B Tax	Paid by EFT # 44242		12/17/2021	12/17/2021	12/17/2021		12/17/2021	3.45
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	24.13
							Account 43295 - Concessions FB Tax Totals		Invoice Transactions 2	<u>\$27.58</u>
							Program 183500 - Golf Services Totals		Invoice Transactions 4	<u>\$154.56</u>
Program 183501 - Golf Course - Pro Shop										
Account 43340 - Pro Shop Sales										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	321.77
							Account 43340 - Pro Shop Sales Totals		Invoice Transactions 1	<u>\$321.77</u>
							Program 183501 - Golf Course - Pro Shop Totals		Invoice Transactions 1	<u>\$321.77</u>
Program 184000 - Natural Resources										
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	5.20
							Account 43260 - Equipment Rentals Totals		Invoice Transactions 1	<u>\$5.20</u>
Account 52310 - Building Materials and Supplies										
334 - Irving Materials, INC	11098108	18-7 yds concrete and chloride for LSNP shelter	Paid by EFT # 44395		12/14/2021	12/14/2021	12/23/2021		12/23/2021	833.00
334 - Irving Materials, INC	11097536	18- 7 yds of concrete for LSNP shelter	Paid by EFT # 44395		12/14/2021	12/14/2021	12/23/2021		12/23/2021	777.00



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
365 - Rogers Group, INC	0713009262	18- #11 Stone for LSNP Shelter	Paid by EFT # 44486		12/14/2021	12/14/2021	12/23/2021		12/23/2021	441.00
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 3	<u>\$2,051.00</u>
Account 52420 - Other Supplies										
5819 - Synchrony Bank	556453564848	18- Amazon Kayaks	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	1,124.97
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$1,124.97</u>
							Program 184000 - Natural Resources Totals		Invoice Transactions 5	<u>\$3,181.17</u>
Program 184500 - Youth Services -Juke Box										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	5.84
							Account 43220 - Facility Rentals Totals		Invoice Transactions 1	<u>\$5.84</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	128413ES	06-City Fac.-Natural Gas Commodity- November 2020 management fee	Paid by EFT # 44232		12/13/2021	12/13/2021	12/13/2021		12/14/2021	11.26
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$11.26</u>
							Program 184500 - Youth Services -Juke Box Totals		Invoice Transactions 2	<u>\$17.10</u>
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	147868	18-Kid City snack and activity supplies	Paid by Check # 74935		12/14/2021	12/14/2021	12/23/2021		12/23/2021	65.32
4549 - Kroger Limited Partnership I	123342	18-Kid City snack and activity supplies	Paid by Check # 74935		12/14/2021	12/14/2021	12/23/2021		12/23/2021	58.21
5819 - Synchrony Bank	000000 GRPNWC	18-Kid City Summer Camp Activity, Cleaning and Art Supplies	Paid by Check # 74943		12/14/2021	12/14/2021	12/23/2021		12/23/2021	14.94
5819 - Synchrony Bank	000000 GRPNWD	18-Kid City Summer Camp Activity, Cleaning and Art Supplies	Paid by Check # 74943		12/14/2021	12/14/2021	12/23/2021		12/23/2021	285.62
5819 - Synchrony Bank	748993898896	18- Amazon Christmas Face Mask	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	19.99
							Account 52420 - Other Supplies Totals		Invoice Transactions 5	<u>\$444.08</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 184501 - Youth Services-Kid City Camps										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	Nov 21 Bank Fees	18-Parks & Rec. November 2021 Bank Fees	Paid by EFT # 44253		12/16/2021	12/16/2021	12/16/2021		12/16/2021	148.83
							Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>\$148.83</u>
							Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 6	<u>\$592.91</u>
Program 185000 - Twin Lakes Recreation Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	936.46
							Account 43220 - Facility Rentals Totals		Invoice Transactions 1	<u>\$936.46</u>
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	CM031223	18 - TLRC Industrial Supply CREDIT	Paid by EFT # 44351		12/14/2021	12/14/2021	12/23/2021		12/23/2021	(88.63)
9269 - Ferguson Facilities Supply, HP Products #3400	0360340-1	18 - TLRC Facility Institutional Supplies	Paid by EFT # 44351		12/14/2021	12/14/2021	12/23/2021		12/23/2021	177.78
5819 - Synchrony Bank	0185 121021	18 - TLRC Facility Institutional Supplies	Paid by Check # 74943		12/14/2021	12/14/2021	12/23/2021		12/23/2021	96.72
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 3	<u>\$185.87</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	493540	18 - TLRC Weight Room Project	Paid by EFT # 44284		12/14/2021	12/14/2021	12/23/2021		12/23/2021	304.49
409 - Black Lumber Co. INC	493541	18 - TLRC Weight Room Project	Paid by EFT # 44284		12/14/2021	12/14/2021	12/23/2021		12/23/2021	77.97
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 2	<u>\$382.46</u>
Account 53150 - Communications Contract										
392 - Koorsen Fire & Security, INC	5490667	18 - TLRC Alarm Monitoring	Paid by EFT # 44414		12/14/2021	12/14/2021	12/23/2021		12/23/2021	102.82
							Account 53150 - Communications Contract Totals		Invoice Transactions 1	<u>\$102.82</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	128413ES	06-City Fac.-Natural Gas Commodity-November 2020 management fee	Paid by EFT # 44232		12/13/2021	12/13/2021	12/13/2021		12/14/2021	27.30
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$27.30</u>
Account 53610 - Building Repairs										
5605 - Photizo, LLC (Fish Window Cleaning)	3120-13568	18 - TLRC Gutter Cleaning	Paid by EFT # 44466		12/14/2021	12/14/2021	12/23/2021		12/23/2021	250.00



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 185000 - Twin Lakes Recreation Center										
Account 53610 - Building Repairs										
53657 - Plymate, INC	3059468	18 - TLRC Entry Mat Service	Paid by EFT # 44467		12/14/2021	12/14/2021	12/23/2021		12/23/2021	81.62
							Account 53610 - Building Repairs Totals		Invoice Transactions 2	<u>\$331.62</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	Nov 21 Bank Fees	18-Parks & Rec. November 2021 Bank Fees	Paid by EFT # 44253		12/16/2021	12/16/2021	12/16/2021		12/16/2021	1,253.42
							Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>\$1,253.42</u>
							Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 11	<u>\$3,219.95</u>
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	120921	18-TLRC Fitness Specialist	Paid by EFT # 44278		12/14/2021	12/14/2021	12/23/2021		12/23/2021	250.00
7276 - Kaitlyn Clementi	113021	18-TLRC Fitness Specialist	Paid by EFT # 44317		12/14/2021	12/14/2021	12/23/2021		12/23/2021	75.00
7978 - Elizabeth Lee	120821	18-TLRC Fitness Specialist	Paid by EFT # 44417		12/14/2021	12/14/2021	12/23/2021		12/23/2021	375.00
7086 - Rivkah L Moore	121021	18-TLRC Fitness Specialist	Paid by EFT # 44438		12/14/2021	12/14/2021	12/23/2021		12/23/2021	437.50
5007 - Emeline P O'Connor	120921	18-TLRC Fitness Specialist	Paid by EFT # 44453		12/14/2021	12/14/2021	12/23/2021		12/23/2021	187.50
7440 - William Tuttle	121421	18-TLRC Fitness Specialist	Paid by EFT # 44540		12/14/2021	12/14/2021	12/23/2021		12/23/2021	337.50
7440 - William Tuttle	120921	18-TLRC Fitness Specialist	Paid by EFT # 44540		12/14/2021	12/14/2021	12/23/2021		12/23/2021	120.00
7795 - Sarah Wilson	121421	18-TLRC Fitness Specialist	Paid by EFT # 44553		12/14/2021	12/14/2021	12/23/2021		12/23/2021	156.25
7960 - Lauren Wilson (Elae Entertainment Group LLC)	111121	18-TLRC Fitness Specialist	Paid by EFT # 44554		12/14/2021	12/14/2021	12/23/2021		12/23/2021	31.25
							Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 9	<u>\$1,970.00</u>
							Program 185002 - TLRC-Health & Wellness Totals		Invoice Transactions 9	<u>\$1,970.00</u>
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
5377 - James D Acton	12/1/21	18-Basketball Official	Paid by EFT # 44263		12/14/2021	12/14/2021	12/23/2021		12/23/2021	75.00
7184 - Larry Branam	12/1/21	18-Basketball Official	Paid by EFT # 44299		12/14/2021	12/14/2021	12/23/2021		12/23/2021	175.00
3571 - Joseph R Hardy	113021	18-Basketball Official	Paid by EFT # 44367		12/14/2021	12/14/2021	12/23/2021		12/23/2021	100.00



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
5005 - Jon M Hillenburg	12/2/21	18-Basketball Official	Paid by EFT # 44374		12/14/2021	12/14/2021	12/23/2021		12/23/2021	275.00
7947 - Benjamin Sessa	112921	18-Basketball Official	Paid by EFT # 44495		12/14/2021	12/14/2021	12/23/2021		12/23/2021	50.00
1973 - Megan M Stark	121021	18-TLRC Fitness Specialist	Paid by EFT # 44514		12/14/2021	12/14/2021	12/23/2021		12/23/2021	285.00
7543 - Diana Turner	12/4/21	18-TLRC-Future Stars Instructor Pay	Paid by EFT # 44539		12/14/2021	12/14/2021	12/23/2021		12/23/2021	62.50
							Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions	7	<u>\$1,022.50</u>
							Program 185003 - TLRC-Basketball Totals	Invoice Transactions	7	<u>\$1,022.50</u>
Program 185006 - TLRC-Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	265.49
							Account 43290 - Concessions Totals	Invoice Transactions	1	<u>\$265.49</u>
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Nov 21 F/B tax	18-November 2021 F/B Tax	Paid by EFT # 44242		12/17/2021	12/17/2021	12/17/2021		12/17/2021	11.89
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	83.23
							Account 43295 - Concessions FB Tax Totals	Invoice Transactions	2	<u>\$95.12</u>
Account 52330 - Street , Alley, and Sewer Material										
5969 - Coca Cola Bottling CO. Consolidated	2056208414	18 - TLRC Concession Item Purchase	Paid by EFT # 44320		12/14/2021	12/14/2021	12/23/2021		12/23/2021	2,664.95
4099 - Gold Medal Products CO.	166981	18 - TLRC Concession Item Purchase	Paid by EFT # 44361		12/14/2021	12/14/2021	12/23/2021		12/23/2021	304.05
5819 - Synchrony Bank	0184	18 - TLRC Concession Item Purchase	Paid by Check # 74943		12/14/2021	12/14/2021	12/23/2021		12/23/2021	556.70
							Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions	3	<u>\$3,525.70</u>
							Program 185006 - TLRC-Concessions Totals	Invoice Transactions	6	<u>\$3,886.31</u>
Program 186500 - Community Events										
Account 43370 - Other Sales										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	5.84
							Account 43370 - Other Sales Totals	Invoice Transactions	1	<u>\$5.84</u>
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	610528	18-Monthly Walmart Supplies for the Depart.	Paid by Check # 74922		12/14/2021	12/14/2021	12/23/2021		12/23/2021	79.42
394 - Kleindorfer Hardware & Variety	699562	18 - Propane tanks	Paid by EFT # 44411		12/14/2021	12/14/2021	12/23/2021		12/23/2021	37.98



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 186500 - Community Events											
Account 52420 - Other Supplies											
5819 - Synchrony Bank	8383	18 - Cookies & juice boxes for Skate with Santa	Paid by Check # 74943		12/14/2021	12/14/2021	12/23/2021		12/23/2021	67.26	
5819 - Synchrony Bank	568748796343	18- Amazon Mini Candy Canes	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	30.98	
									Account 52420 - Other Supplies Totals	Invoice Transactions 4	<u>\$215.64</u>
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	70677	18-Hotel for Leslie Brinson for IPRA	Paid by Check # 74922		12/14/2021	12/14/2021	12/23/2021		12/23/2021	389.76	
3560 - First Financial Bank / Credit Cards	70678	18-Hotel for Bill Ream for IPRA	Paid by Check # 74922		12/14/2021	12/14/2021	12/23/2021		12/23/2021	259.84	
3560 - First Financial Bank / Credit Cards	70679	18-Hotel for Becky Higgins for IPRA	Paid by Check # 74922		12/14/2021	12/14/2021	12/23/2021		12/23/2021	259.84	
									Account 53230 - Travel Totals	Invoice Transactions 3	<u>\$909.44</u>
Account 53830 - Bank Charges											
18844 - First Financial Bank, N.A.	Nov 21 Bank Fees	18-Parks & Rec. November 2021 Bank Fees	Paid by EFT # 44253		12/16/2021	12/16/2021	12/16/2021		12/16/2021	251.67	
									Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$251.67</u>
Account 53990 - Other Services and Charges											
2538 - Bloomington Chamber Singers, INC	111	18- entertainment for Winter Lights, December Lights	Paid by EFT # 44287		12/14/2021	12/14/2021	12/23/2021		12/23/2021	300.00	
6964 - James S Daley	2021007	18 - Trivia hosting for Trivia series - 9/10, 11/5, 12/10	Paid by EFT # 44328		12/14/2021	12/14/2021	12/23/2021		12/23/2021	450.00	
6964 - James S Daley	2021008	18 - Reimbursement for trivia series prizes	Paid by EFT # 44328		12/14/2021	12/14/2021	12/23/2021		12/23/2021	550.00	
7931 - David Fred Development Corp (Winterland INC)	7851a	18- Winter Lights Installation and Rental	Paid by EFT # 44330		12/14/2021	12/14/2021	12/23/2021		12/23/2021	5,184.00	
7972 - Solomon Keim	00000001	18 - Entertainment for Winter Lights	Paid by EFT # 44404		12/14/2021	12/14/2021	12/23/2021		12/23/2021	300.00	
7775 - Matthew P Lundquist (Otto and the Moaners)	12-3-2021	18- Performance by the Otto & the Moaners at the Pumpkin Launch	Paid by EFT # 44422		12/14/2021	12/14/2021	12/23/2021		12/23/2021	300.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 6	<u>\$7,084.00</u>
									Program 186500 - Community Events Totals	Invoice Transactions 15	<u>\$8,466.59</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 43270 - Registration Fees											
Melvin Reeves	2021-00001672	18-Refunds	Paid by Check # 74958		12/14/2021	12/14/2021	12/23/2021		12/23/2021	60.00	
								Account 43270 - Registration Fees Totals		Invoice Transactions 1	<u>60.00</u>
Account 43370 - Other Sales											
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	9.09	
								Account 43370 - Other Sales Totals		Invoice Transactions 1	<u>9.09</u>
Account 47230 - Gift Certificate											
7833 - Stephanie Kimball (Good Cookies)	2763	Market Bucks and Gift Certificates	Paid by EFT # 44407		12/14/2021	12/14/2021	12/23/2021		12/23/2021	30.00	
5200 - Chester L Lehman (Olde Lane Orchard)	2758	Market Bucks and Gift Certificates	Paid by EFT # 44418		12/14/2021	12/14/2021	12/23/2021		12/23/2021	5.00	
6623 - Twilight Dairy, LLC	2752	Market Bucks and Gift Certificates	Paid by EFT # 44541		12/14/2021	12/14/2021	12/23/2021		12/23/2021	70.00	
								Account 47230 - Gift Certificate Totals		Invoice Transactions 3	<u>105.00</u>
Account 47240 - EBT Market Bucks											
3960 - Cortland V Carrington (Farmers Market Only)	2748	Market Bucks	Paid by EFT # 44305		12/14/2021	12/14/2021	12/23/2021		12/23/2021	129.00	
6431 - Alvin M Fisher	2760	Market Bucks	Paid by EFT # 44353		12/14/2021	12/14/2021	12/23/2021		12/23/2021	87.00	
52276 - Hunter's Honey Farm	2750	Market Bucks	Paid by EFT # 44380		12/14/2021	12/14/2021	12/23/2021		12/23/2021	378.00	
52276 - Hunter's Honey Farm	2757	Market Bucks	Paid by EFT # 44380		12/14/2021	12/14/2021	12/23/2021		12/23/2021	18.00	
52276 - Hunter's Honey Farm	2751	Market Bucks	Paid by EFT # 44380		12/14/2021	12/14/2021	12/23/2021		12/23/2021	30.00	
7833 - Stephanie Kimball (Good Cookies)	2763	Market Bucks and Gift Certificates	Paid by EFT # 44407		12/14/2021	12/14/2021	12/23/2021		12/23/2021	198.00	
5200 - Chester L Lehman (Olde Lane Orchard)	2749	Market Bucks	Paid by EFT # 44418		12/14/2021	12/14/2021	12/23/2021		12/23/2021	117.00	
5200 - Chester L Lehman (Olde Lane Orchard)	2758	Market Bucks and Gift Certificates	Paid by EFT # 44418		12/14/2021	12/14/2021	12/23/2021		12/23/2021	72.00	
7337 - David Ray (Stonewall Maple Syrup)	2756	Market Bucks	Paid by EFT # 44475		12/14/2021	12/14/2021	12/23/2021		12/23/2021	30.00	
14571 - Melvin E Reeves	2761	Market Bucks	Paid by EFT # 44477		12/14/2021	12/14/2021	12/23/2021		12/23/2021	9.00	
17532 - Ralph Shatto (Poseys & Pumpkins)	2755	Market Bucks	Paid by EFT # 44497		12/14/2021	12/14/2021	12/23/2021		12/23/2021	63.00	
54040 - SIB, INC (Scholars Inn Bakehouse)	2747	Market Bucks	Paid by EFT # 44499		12/14/2021	12/14/2021	12/23/2021		12/23/2021	45.00	
6618 - James Sigman	2754	Market Bucks	Paid by EFT # 44501		12/14/2021	12/14/2021	12/23/2021		12/23/2021	141.00	



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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										
6623 - Twilight Dairy, LLC	2752	Market Bucks and Gift Certificates	Paid by EFT # 44541		12/14/2021	12/14/2021	12/23/2021		12/23/2021	261.00
6623 - Twilight Dairy, LLC	2753	Market Bucks	Paid by EFT # 44541		12/14/2021	12/14/2021	12/23/2021		12/23/2021	84.00
12424 - Daniel L Weber	2759	Market Bucks	Paid by EFT # 44550		12/14/2021	12/14/2021	12/23/2021		12/23/2021	72.00
							Account 47240 - EBT Market Bucks Totals	Invoice Transactions	16	<u>\$1,734.00</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	82116-001 123121	18-Water Sewer Charges November FM	Paid by Check # 74894		12/13/2021	12/13/2021	12/13/2021		12/14/2021	10.79
							Account 53530 - Water and Sewer Totals	Invoice Transactions	1	<u>\$10.79</u>
Account 53940 - Temporary Contractual Employee										
3875 - Sandra Salinas-Kobyłka	112821	18- Market Cleaning	Paid by EFT # 44491		12/14/2021	12/14/2021	12/23/2021		12/23/2021	260.00
							Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions	1	<u>\$260.00</u>
							Program 186503 - Community Events-Farmers' Market Totals	Invoice Transactions	23	<u>\$2,178.88</u>
Program 187001 - Adult Sports-Softball										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	44.03
							Account 43220 - Facility Rentals Totals	Invoice Transactions	1	<u>\$44.03</u>
Account 52420 - Other Supplies										
11693 - The Award Center, INC	60755	TLSP 2021 Fall Adult Softball Awards (Plaques/Trophies)	Paid by EFT # 44525		12/14/2021	12/14/2021	12/23/2021		12/23/2021	180.00
798 - Winters Associates Promotional Products, INC	114006	TLSP 2021 Fall Adult Softball T-Shirt Awards	Paid by EFT # 44556		12/14/2021	12/14/2021	12/23/2021		12/23/2021	492.10
							Account 52420 - Other Supplies Totals	Invoice Transactions	2	<u>\$672.10</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	19282	18-Annual USA Softball Conference/Turnbull	Paid by Check # 74922		12/14/2021	12/14/2021	12/23/2021		12/23/2021	493.04
							Account 53230 - Travel Totals	Invoice Transactions	1	<u>\$493.04</u>
							Program 187001 - Adult Sports-Softball Totals	Invoice Transactions	4	<u>\$1,209.17</u>
Program 187503 - Banneker-Classes										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	439964973883	18-Amazon Grass Turf	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	136.99
5819 - Synchrony Bank	464989359883	18- Amazon LED Curtain Lights	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	69.96



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 187503 - Banneker-Classes										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	833448946845	18-Amazon mannequin heads/oil diffuser/essential oils	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	300.90
5819 - Synchrony Bank	836633475944	18-Amazon Portable Charging Station	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	218.79
5819 - Synchrony Bank	877895553474	18- Amazon Starry Sky Projector	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	32.98
5819 - Synchrony Bank	939363673955	18- Amazon BBCC Supplies	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	637.53
5819 - Synchrony Bank	947439759848	18- Amazon TCI 55" TV	Paid by EFT # 44518		12/14/2021	12/14/2021	12/23/2021		12/23/2021	379.99
							Account 52420 - Other Supplies Totals		Invoice Transactions 7	<u>\$1,777.14</u>
Account 53990 - Other Services and Charges										
7532 - Christina Elem	110621	18-BBCC-Mural Touch Up	Paid by EFT # 44339		12/14/2021	12/14/2021	12/23/2021		12/23/2021	600.00
7533 - Raheem T R Elmore	110621	18-BBCC-Mural Touch Up	Paid by EFT # 44340		12/14/2021	12/14/2021	12/23/2021		12/23/2021	600.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$1,200.00</u>
							Program 187503 - Banneker-Classes Totals		Invoice Transactions 9	<u>\$2,977.14</u>
Program 189003 - Operations-Open Shelters										
Account 53220 - Postage										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	5.20
							Account 53220 - Postage Totals		Invoice Transactions 1	<u>\$5.20</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	Nov 21 Bank Fees	18-Parks & Rec. November 2021 Bank Fees	Paid by EFT # 44253		12/16/2021	12/16/2021	12/16/2021		12/16/2021	4.48
							Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>\$4.48</u>
							Program 189003 - Operations-Open Shelters Totals		Invoice Transactions 2	<u>\$9.68</u>
Program 189006 - Switchyard Property										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Nov 2021 Sales T	18-November 2021 Sales Tax	Paid by EFT # 44243		12/17/2021	12/17/2021	12/17/2021		12/17/2021	224.06
							Account 43220 - Facility Rentals Totals		Invoice Transactions 1	<u>\$224.06</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	Nov 21 Bank Fees	18-Parks & Rec. November 2021 Bank Fees	Paid by EFT # 44253		12/16/2021	12/16/2021	12/16/2021		12/16/2021	43.04
							Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>\$43.04</u>
							Program 189006 - Switchyard Property Totals		Invoice Transactions 2	<u>\$267.10</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/11/21 - 12/23/21

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 189503 - Urban Forestry										
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	58599	18 - UF - Fall 2021 Memorial Tree Limestone Plaques (3)	Paid by EFT # 44348		12/14/2021	12/14/2021	12/23/2021		12/23/2021	960.00
							Account 52420 - Other Supplies Totals	Invoice Transactions	1	<u>\$960.00</u>
							Program 189503 - Urban Forestry Totals	Invoice Transactions	1	<u>\$960.00</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions	120	<u>\$32,345.34</u>
							Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions	120	<u>\$32,345.34</u>
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 7	07-7thSt. Protected Bike LN Imp-BC-2021-47-CN-11/1-11/24/21-Ap 7	Paid by Check # 74927		12/14/2021	12/14/2021	12/23/2021		12/23/2021	10,015.19
5641 - AZTEC Engineering Group, INC	201015	18- Duke Power Line Trail Design	Paid by EFT # 44276		12/14/2021	12/14/2021	12/23/2021		12/23/2021	700.00
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	2	<u>\$10,715.19</u>
							Program 18018A - 7th St Green Way, RCA Power Line Totals	Invoice Transactions	2	<u>\$10,715.19</u>
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
19362 - CrossRoad Engineers, PC	211672	07-7th St Protected Bike Lane Inspec Serv-10/30-11/26/21	Paid by EFT # 44326		12/14/2021	12/14/2021	12/23/2021		12/23/2021	8,714.68
19362 - CrossRoad Engineers, PC	211545	13-7th St Protected Bike Lane Imp-serv. 9/25-10/29/21	Paid by EFT # 44326		12/14/2021	12/14/2021	12/23/2021		12/23/2021	12,661.69
19278 - Milestone Contractors, LP	7THBIKELN-APP 7	07-7thSt. Protected Bike LN Imp-BC-2021-47-CN-11/1-11/24/21-Ap 7	Paid by EFT # 44433		12/14/2021	12/14/2021	12/23/2021		12/23/2021	178,808.61
7059 - Eagle Ridge Civil Engineering Services, LLC	246-05	18- Addendum for Cascades creek repair and path to waterfall	Paid by EFT # 44335		12/14/2021	12/14/2021	12/23/2021		12/23/2021	1,329.83
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	4	<u>\$201,514.81</u>
							Program 18018B - Griffy Loop Trail Lower Cascades Totals	Invoice Transactions	4	<u>\$201,514.81</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions	6	<u>\$212,230.00</u>
							Fund 980 - 2018 BicentennialBnd Prcd900030 Totals	Invoice Transactions	6	<u>\$212,230.00</u>
							Grand Totals	Invoice Transactions	264	<u>\$366,263.37</u>

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/23/2021	Claims				\$366,263.37
					<u>\$366,263.37</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 **\$366,263.37**

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
12/31/2021	Payroll				124,789.04
					124,789.04

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 124,789.04

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 _____



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/24/21 - 01/07/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53210 - Telephone										
1079 - AT&T	812349370012-21	18-Long Distance Charges Dec 21	Paid by Check # 74983		12/29/2021	12/29/2021	12/29/2021		12/29/2021	2,111.89
13969 - AT&T Mobility II, LLC	2872974211321221	06-cell phone chgs 11/12-12/11/21-#287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	29.24
							Account 53210 - Telephone Totals	Invoice Transactions 2		<u>\$2,141.13</u>
							Program 181000 - Administration Totals	Invoice Transactions 2		<u>\$2,141.13</u>
Program 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321221	06-cell phone chgs 11/12-12/11/21-#287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	40.95
							Account 53210 - Telephone Totals	Invoice Transactions 1		<u>\$40.95</u>
							Program 181100 - Marketing Totals	Invoice Transactions 1		<u>\$40.95</u>
Program 182001 - Aquatics - Bryan Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321221	06-cell phone chgs 11/12-12/11/21-#287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	29.24
							Account 53210 - Telephone Totals	Invoice Transactions 1		<u>\$29.24</u>
							Program 182001 - Aquatics - Bryan Pool Totals	Invoice Transactions 1		<u>\$29.24</u>
Program 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321221	06-cell phone chgs 11/12-12/11/21-#287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	58.48
							Account 53210 - Telephone Totals	Invoice Transactions 1		<u>\$58.48</u>
							Program 182002 - Aquatics - Mills Pool Totals	Invoice Transactions 1		<u>\$58.48</u>
Program 182500 - Frank Southern Center										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	123021 Parks	06-Parks & Rec Nov Bank Fees	Paid by EFT # 44583		12/30/2021	12/30/2021	12/30/2021		12/30/2021	901.12
							Account 53830 - Bank Charges Totals	Invoice Transactions 1		<u>\$901.12</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/24/21 - 01/07/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190548452121321	18-Cable Service for FSC	Paid by Check # 74987		12/29/2021	12/29/2021	12/29/2021		12/29/2021	118.45
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$118.45</u>
							Program 182500 - Frank Southern Center Totals		Invoice Transactions 2	<u>\$1,019.57</u>
Program 183500 - Golf Services										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321221	06-cell phone chgs 11/12-12/11/21- #287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	29.24
							Account 53210 - Telephone Totals		Invoice Transactions 1	<u>\$29.24</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	123021 Parks	06-Parks & Rec Nov Bank Fees	Paid by EFT # 44583		12/30/2021	12/30/2021	12/30/2021		12/30/2021	1,326.94
							Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>\$1,326.94</u>
							Program 183500 - Golf Services Totals		Invoice Transactions 2	<u>\$1,356.18</u>
Program 184000 - Natural Resources										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321221	06-cell phone chgs 11/12-12/11/21- #287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	70.19
							Account 53210 - Telephone Totals		Invoice Transactions 1	<u>\$70.19</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	123021 Parks	06-Parks & Rec Nov Bank Fees	Paid by EFT # 44583		12/30/2021	12/30/2021	12/30/2021		12/30/2021	1.32
							Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>\$1.32</u>
							Program 184000 - Natural Resources Totals		Invoice Transactions 2	<u>\$71.51</u>
Program 187001 - Adult Sports-Softball										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321221	06-cell phone chgs 11/12-12/11/21- #287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	47.80
							Account 53210 - Telephone Totals		Invoice Transactions 1	<u>\$47.80</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/24/21 - 01/07/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 187001 - Adult Sports-Softball											
Account 53830 - Bank Charges											
18844 - First Financial Bank, N.A.	123021 Parks	06-Parks & Rec Nov Bank Fees	Paid by EFT # 44583		12/30/2021	12/30/2021	12/30/2021		12/30/2021	85.15	
								Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>\$85.15</u>
								Program 187001 - Adult Sports-Softball Totals		Invoice Transactions 2	<u>\$132.95</u>
Program 188001 - Inclusive Recreation											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211321 221	06-cell phone chgs 11/12-12/11/21- #287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	23.90	
								Account 53210 - Telephone Totals		Invoice Transactions 1	<u>\$23.90</u>
								Program 188001 - Inclusive Recreation Totals		Invoice Transactions 1	<u>\$23.90</u>
Program 189000 - Operations											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211321 221	06-cell phone chgs 11/12-12/11/21- #287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	286.65	
								Account 53210 - Telephone Totals		Invoice Transactions 1	<u>\$286.65</u>
								Program 189000 - Operations Totals		Invoice Transactions 1	<u>\$286.65</u>
Program 189006 - Switchyard Property											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211321 221	06-cell phone chgs 11/12-12/11/21- #287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	40.95	
								Account 53210 - Telephone Totals		Invoice Transactions 1	<u>\$40.95</u>
								Program 189006 - Switchyard Property Totals		Invoice Transactions 1	<u>\$40.95</u>
Program 189500 - Landscaping											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211321 221	06-cell phone chgs 11/12-12/11/21- #287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	40.95	
								Account 53210 - Telephone Totals		Invoice Transactions 1	<u>\$40.95</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/24/21 - 01/07/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53990 - Other Services and Charges										
121 - Eco Logic, LLC	4936	18 - LAND Vegetation Management at SYP	Paid by EFT # 44618		01/04/2022	01/04/2022	01/07/2022		01/07/2022	11,720.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>11,720.00</u>
							Program 189500 - Landscaping Totals		Invoice Transactions 2	<u>11,760.95</u>
Program 189501 - Cemeteries										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321221	06-cell phone chgs 11/12-12/11/21- #287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	40.95
							Account 53210 - Telephone Totals		Invoice Transactions 1	<u>40.95</u>
							Program 189501 - Cemeteries Totals		Invoice Transactions 1	<u>40.95</u>
Program 189503 - Urban Forestry										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321221	06-cell phone chgs 11/12-12/11/21- #287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	158.67
							Account 53210 - Telephone Totals		Invoice Transactions 1	<u>158.67</u>
							Program 189503 - Urban Forestry Totals		Invoice Transactions 1	<u>158.67</u>
							Department 18 - Parks & Recreation Totals		Invoice Transactions 20	<u>17,162.08</u>
							Fund 200 - Parks and Recreation Gen (S1301) Totals		Invoice Transactions 20	<u>17,162.08</u>
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	123021 Parks	06-Parks & Rec Nov Bank Fees	Paid by EFT # 44583		12/30/2021	12/30/2021	12/30/2021		12/30/2021	89.21
							Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>89.21</u>
							Program 181000 - Administration Totals		Invoice Transactions 1	<u>89.21</u>
Program 184501 - Youth Services-Kid City Camps										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	123021 Parks	06-Parks & Rec Nov Bank Fees	Paid by EFT # 44583		12/30/2021	12/30/2021	12/30/2021		12/30/2021	148.83
							Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>148.83</u>
							Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 1	<u>148.83</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/24/21 - 01/07/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 201 - Parks and Rec Non Reverting											
Department 18 - Parks & Recreation											
Program 185000 - Twin Lakes Recreation Center											
Account 52210 - Institutional Supplies											
9269 - Ferguson Facilities Supply, HP Products #3400	0384812-2	18 - TLRC Facility Institutional Supplies	Paid by EFT # 44620		01/04/2022	01/04/2022	01/07/2022		01/07/2022	49.56	
9269 - Ferguson Facilities Supply, HP Products #3400	0384812-3	18 - TLRC Facility Institutional Supplies	Paid by EFT # 44620		01/04/2022	01/04/2022	01/07/2022		01/07/2022	31.40	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 2	<u>\$80.96</u>
Account 53610 - Building Repairs											
53657 - Plymate, INC	3062695	18 - TLRC Entry Mat Service	Paid by EFT # 44661		01/04/2022	01/04/2022	01/07/2022		01/07/2022	81.62	
									Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$81.62</u>
Account 53830 - Bank Charges											
18844 - First Financial Bank, N.A.	123021 Parks	06-Parks & Rec Nov Bank Fees	Paid by EFT # 44583		12/30/2021	12/30/2021	12/30/2021		12/30/2021	1,253.42	
									Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$1,253.42</u>
Account 53910 - Dues and Subscriptions											
454 - DirecTV, LLC	075619410X211222	18-Satellite Service for TLRC	Paid by Check # 74989		12/29/2021	12/29/2021	12/29/2021		12/29/2021	228.98	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$228.98</u>
									Program 185000 - Twin Lakes Recreation Center Totals	Invoice Transactions 5	<u>\$1,644.98</u>
Program 185003 - TLRC-Basketball											
Account 53940 - Temporary Contractual Employee											
5377 - James D Acton	12-15-2021	18-Basketball Official	Paid by EFT # 44588		01/04/2022	01/04/2022	01/07/2022		01/07/2022	150.00	
7184 - Larry Branam	12/14/2021	18-Basketball Official	Paid by EFT # 44601		01/04/2022	01/04/2022	01/07/2022		01/07/2022	250.00	
20105 - Brandon B Chambers	12-16-2021	18-Basketball Official	Paid by EFT # 44605		01/04/2022	01/04/2022	01/07/2022		01/07/2022	275.00	
7147 - Keith E Crittenden	12/7/2021	18-Basketball Official	Paid by EFT # 44614		01/04/2022	01/04/2022	01/07/2022		01/07/2022	100.00	
5005 - Jon M Hillenburg	12/16/2021	18-Basketball Official	Paid by EFT # 44629		01/04/2022	01/04/2022	01/07/2022		01/07/2022	550.00	
									Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 5	<u>\$1,325.00</u>
									Program 185003 - TLRC-Basketball Totals	Invoice Transactions 5	<u>\$1,325.00</u>
Program 185006 - TLRC-Concessions											
Account 52330 - Street, Alley, and Sewer Material											
5969 - Coca Cola Bottling CO. Consolidated	2056208542	18 - TLRC Concessions Products to Sell	Paid by EFT # 44609		01/04/2022	01/04/2022	01/07/2022		01/07/2022	1,180.82	
4099 - Gold Medal Products CO.	167367	18 - TLRC Concession Item Purchase	Paid by EFT # 44624		01/04/2022	01/04/2022	01/07/2022		01/07/2022	684.86	
									Account 52330 - Street, Alley, and Sewer Material Totals	Invoice Transactions 2	<u>\$1,865.68</u>
									Program 185006 - TLRC-Concessions Totals	Invoice Transactions 2	<u>\$1,865.68</u>



Accounts Payable by G/L Distribution Report

Invoice Date Range 12/24/21 - 01/07/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 221	06-cell phone chgs 11/12-12/11/21- #287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	4.07
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$4.07</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	123021 Parks	06-Parks & Rec Nov Bank Fees	Paid by EFT # 44583		12/30/2021	12/30/2021	12/30/2021		12/30/2021	251.67
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$251.67</u>
								Program 186500 - Community Events Totals	Invoice Transactions 2	<u>\$255.74</u>
Program 186503 - Community Events-Farmers' Market										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 221	06-cell phone chgs 11/12-12/11/21- #287297421132X1119 2021	Paid by Check # 74984		12/29/2021	12/29/2021	12/29/2021		12/29/2021	70.19
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$70.19</u>
								Program 186503 - Community Events-Farmers' Market Totals	Invoice Transactions 1	<u>\$70.19</u>
Program 189003 - Operations-Open Shelters										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	123021 Parks	06-Parks & Rec Nov Bank Fees	Paid by EFT # 44583		12/30/2021	12/30/2021	12/30/2021		12/30/2021	4.48
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$4.48</u>
								Program 189003 - Operations-Open Shelters Totals	Invoice Transactions 1	<u>\$4.48</u>
Program 189006 - Switchyard Property										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	123021 Parks	06-Parks & Rec Nov Bank Fees	Paid by EFT # 44583		12/30/2021	12/30/2021	12/30/2021		12/30/2021	43.04
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$43.04</u>
								Program 189006 - Switchyard Property Totals	Invoice Transactions 1	<u>\$43.04</u>
								Department 18 - Parks & Recreation Totals	Invoice Transactions 19	<u>\$5,447.15</u>
								Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions 19	<u>\$5,447.15</u>
								Grand Totals	Invoice Transactions 39	<u>\$22,609.23</u>

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/7/2022	Claims				\$15,073.26
12/29/2021 & 12/30/2021	Claims				\$ 7,535.97
<i>(Bank Fees and Utility Payments)</i>					<u>\$22,609.23</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 \$22,609.23

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
1/14/2022	Payroll				126,960.61
					126,960.61

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 126,960.61

Dated this _____ **day of** _____ **year of 20**_____.

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

Fiscal Officer _____



Board of Park Commissioners Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53910 - Dues and Subscriptions										
9031 - Indiana Park And Recreation Association	34668	18- IPRA 2022 Membership Renewal	Paid by Check # 75050		01/11/2022	01/11/2022	01/21/2022		01/21/2022	1,982.00
							Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1		<u>\$1,982.00</u>
							Program 181000 - Administration Totals	Invoice Transactions 1		<u>\$1,982.00</u>
Program 181100 - Marketing										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1894	18-Banneker facility brochures	Paid by EFT # 44708		01/11/2022	01/11/2022	01/21/2022		01/21/2022	30.00
							Account 53310 - Printing Totals	Invoice Transactions 1		<u>\$30.00</u>
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0004215212	18-November 2021 display ads and classifieds	Paid by EFT # 44768		01/11/2022	01/11/2022	01/21/2022		01/21/2022	1,990.89
							Account 53320 - Advertising Totals	Invoice Transactions 1		<u>\$1,990.89</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	1776803	18- December CC Charges - Boomerang	Paid by Check # 75044		01/11/2022	01/11/2022	01/21/2022		01/21/2022	299.80
4225 - REACH Sports Marketing Group, INC	77068	18-REACH player annual renewal at TLRC	Paid by EFT # 44839		01/11/2022	01/11/2022	01/21/2022		01/21/2022	588.00
							Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 2		<u>\$887.80</u>
							Program 181100 - Marketing Totals	Invoice Transactions 4		<u>\$2,908.69</u>
Program 182001 - Aquatics - Bryan Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 0122	18- Electric Service - January Charges	Paid by Check # 75032		01/10/2022	01/10/2022	01/10/2022		01/10/2022	334.01
							Account 53510 - Electrical Services Totals	Invoice Transactions 1		<u>\$334.01</u>
							Program 182001 - Aquatics - Bryan Pool Totals	Invoice Transactions 1		<u>\$334.01</u>
Program 182002 - Aquatics - Mills Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 0122	18- Electric Service - January Charges	Paid by Check # 75032		01/10/2022	01/10/2022	01/10/2022		01/10/2022	(21.12)
							Account 53510 - Electrical Services Totals	Invoice Transactions 1		<u>(\$21.12)</u>
Account 53540 - Natural Gas										
222 - Vectren	5052408489010 722	18-Natural Gas December Mills	Paid by Check # 75035		01/10/2022	01/10/2022	01/10/2022		01/10/2022	49.50
							Account 53540 - Natural Gas Totals	Invoice Transactions 1		<u>\$49.50</u>
							Program 182002 - Aquatics - Mills Pool Totals	Invoice Transactions 2		<u>\$28.38</u>



Board of Park Commissioners Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3129833977	18 FSC Propane for Zamboni	Paid by EFT # 44696		01/10/2022	01/10/2022	01/10/2022		01/10/2022	410.79
2708 - AmeriGas Propane, LP	3130154850	18 FSC Propane for Zamboni	Paid by EFT # 44696		01/10/2022	01/10/2022	01/10/2022		01/10/2022	117.54
							Account 52240 - Fuel and Oil Totals		Invoice Transactions 2	<u>\$528.33</u>
Account 52420 - Other Supplies										
5819 - Synchrony Bank	457557394993	18 - FSC xmas lobby decorations	Paid by EFT # 44858		01/11/2022	01/11/2022	01/21/2022		01/21/2022	63.99
5819 - Synchrony Bank	488398549648	18 - FSC xmas lobby decorations	Paid by EFT # 44858		01/11/2022	01/11/2022	01/21/2022		01/21/2022	65.98
							Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$129.97</u>
Account 53510 - Electrical Services										
223 - Duke Energy	830037300100122	18- Electric Service - January Charges	Paid by Check # 75032		01/10/2022	01/10/2022	01/10/2022		01/10/2022	8,380.08
							Account 53510 - Electrical Services Totals		Invoice Transactions 1	<u>\$8,380.08</u>
Account 53630 - Machinery and Equipment Repairs										
4902 - DEEM, LLC	1002982	18 FSC Compressor 2 Service	Paid by EFT # 44748		01/11/2022	01/11/2022	01/21/2022		01/21/2022	2,958.40
							Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions 1	<u>\$2,958.40</u>
Account 53910 - Dues and Subscriptions										
5756 - SESAC, INC	8152701012022	18-Annual Music Performance License	Paid by EFT # 44848		01/11/2022	01/11/2022	01/21/2022		01/21/2022	1,669.00
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$1,669.00</u>
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5305	18 - FSC Bi weekly bathroom cleaning service	Paid by EFT # 44754		01/11/2022	01/11/2022	01/21/2022		01/21/2022	135.00
53657 - Plymate, INC	3062702	18 - FSC Rug Cleaning Service	Paid by EFT # 44833		01/11/2022	01/11/2022	01/21/2022		01/21/2022	75.41
53657 - Plymate, INC	3065895	18 - FSC Rug Cleaning Service	Paid by EFT # 44833		01/11/2022	01/11/2022	01/21/2022		01/21/2022	75.41
							Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 3	<u>\$285.82</u>
							Program 182500 - Frank Southern Center Totals		Invoice Transactions 10	<u>\$13,951.60</u>
Program 183500 - Golf Services										
Account 52310 - Building Materials and Supplies										
365 - Rogers Group, INC	0071185927	18 - Gravel	Paid by EFT # 44842		01/11/2022	01/11/2022	01/21/2022		01/21/2022	47.97
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	<u>\$47.97</u>



Board of Park Commissioners Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 0122	18- Electric Service - January Charges	Paid by Check # 75032		01/10/2022	01/10/2022	01/10/2022		01/10/2022	1,035.65
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$1,035.65</u>
Account 53540 - Natural Gas										
222 - Vectren	1154625513010 722	18-Natural Gas December Golf	Paid by Check # 75035		01/10/2022	01/10/2022	01/10/2022		01/10/2022	83.31
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$83.31</u>
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190943794	18-Cable Service for Cascades Golf Course	Paid by Check # 75008		01/10/2022	01/10/2022	01/10/2022		01/10/2022	202.41
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$202.41</u>
								Program 183500 - Golf Services Totals	Invoice Transactions 4	<u>\$1,369.34</u>
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
3560 - First Financial Bank / Credit Cards	671497	18- December CC Charges - Walmart	Paid by Check # 75044		01/11/2022	01/11/2022	01/21/2022		01/21/2022	127.21
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$127.21</u>
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	671497	18- December CC Charges - Walmart	Paid by Check # 75044		01/11/2022	01/11/2022	01/21/2022		01/21/2022	127.21
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$127.21</u>
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 0122	18- Electric Service - January Charges	Paid by Check # 75032		01/10/2022	01/10/2022	01/10/2022		01/10/2022	33.40
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$33.40</u>
								Program 184000 - Natural Resources Totals	Invoice Transactions 3	<u>\$287.82</u>
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 0122	18- Electric Service - January Charges	Paid by Check # 75032		01/10/2022	01/10/2022	01/10/2022		01/10/2022	242.14
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$242.14</u>
								Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1	<u>\$242.14</u>
Program 186500 - Community Events										
Account 53910 - Dues and Subscriptions										
5228 - American Society of Composers, Authors & Publisher	500754550 2022	18- Music License	Paid by EFT # 44711		01/11/2022	01/11/2022	01/21/2022		01/21/2022	936.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$936.00</u>
								Program 186500 - Community Events Totals	Invoice Transactions 1	<u>\$936.00</u>



Board of Park Commissioners Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 0122	18- Electric Service - January Charges	Paid by Check # 75032		01/10/2022	01/10/2022	01/10/2022		01/10/2022	1,560.73
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$1,560.73</u>
								Program 187001 - Adult Sports-Softball Totals	Invoice Transactions 1	<u>\$1,560.73</u>
Program 187202 - Youth Sports-Winslow										
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 0122	18- Electric Service - January Charges	Paid by Check # 75032		01/10/2022	01/10/2022	01/10/2022		01/10/2022	451.33
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$451.33</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694- 002857059	18-Landfill January Winslow	Paid by EFT # 44697		01/10/2022	01/10/2022	01/10/2022		01/10/2022	273.46
								Account 53950 - Landfill Totals	Invoice Transactions 1	<u>\$273.46</u>
								Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 2	<u>\$724.79</u>
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 0122	18- Electric Service - January Charges	Paid by Check # 75032		01/10/2022	01/10/2022	01/10/2022		01/10/2022	151.58
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$151.58</u>
								Program 187208 - Youth Sports-Olcott Totals	Invoice Transactions 1	<u>\$151.58</u>
Program 187500 - Banneker										
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 0122	18- Electric Service - January Charges	Paid by Check # 75032		01/10/2022	01/10/2022	01/10/2022		01/10/2022	412.05
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$412.05</u>
Account 53540 - Natural Gas										
222 - Vectren	0350745006010 722	18-Natural Gas December Banneker	Paid by Check # 75035		01/10/2022	01/10/2022	01/10/2022		01/10/2022	435.84
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$435.84</u>
								Program 187500 - Banneker Totals	Invoice Transactions 2	<u>\$847.89</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0378997-1	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 44765		01/11/2022	01/11/2022	01/21/2022		01/21/2022	563.64
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$563.64</u>
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	20127	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	76.00



Board of Park Commissioners Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	20128	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	76.00
137 - Good Earth, LLC	20132	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	76.00
137 - Good Earth, LLC	20134	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	76.00
137 - Good Earth, LLC	20136	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	114.00
137 - Good Earth, LLC	20138	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	114.00
137 - Good Earth, LLC	20139	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	114.00
137 - Good Earth, LLC	20140	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	114.00
137 - Good Earth, LLC	20141	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	114.00
137 - Good Earth, LLC	20144	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	114.00
137 - Good Earth, LLC	20145	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	114.00
137 - Good Earth, LLC	20146	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	114.00
137 - Good Earth, LLC	20151	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	114.00
137 - Good Earth, LLC	20154	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	114.00
137 - Good Earth, LLC	20158	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	114.00



Board of Park Commissioners Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 189000 - Operations											
Account 52220 - Agricultural Supplies											
137 - Good Earth, LLC	20161	18- (44) cys topsoil for SYP dark park drainage project	Paid by EFT # 44770		01/11/2022	01/11/2022	01/21/2022		01/21/2022	114.00	
								Account 52220 - Agricultural Supplies Totals		Invoice Transactions 16	<u>\$1,672.00</u>
Account 52310 - Building Materials and Supplies											
334 - Irving Materials, INC	11101514	18-(28) cys concrete for Bryan Park Super Nova	Paid by EFT # 44791		01/11/2022	01/11/2022	01/21/2022		01/21/2022	339.00	
365 - Rogers Group, INC	0713009313	18-stone at SYP	Paid by EFT # 44842		01/11/2022	01/11/2022	01/21/2022		01/21/2022	21.00	
								Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 2	<u>\$360.00</u>
Account 52340 - Other Repairs and Maintenance											
5415 - Allied Wholesale Electrical Supply, LLC	5694565	18-Electric supplies	Paid by EFT # 44710		01/11/2022	01/11/2022	01/21/2022		01/21/2022	114.09	
								Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1	<u>\$114.09</u>
Account 52420 - Other Supplies											
4680 - Central Indiana Hardware Co., INC	7289491	18-(39) keys & (6) cores for BEST lock system	Paid by EFT # 44736		01/11/2022	01/11/2022	01/21/2022		01/21/2022	621.20	
3054 - Sinclair Recreation, LLC (GameTime)	PJI-0175304	18-Replacement 5" aluminum end cap for rock wall @ RCA Plygrd	Paid by EFT # 44851		01/11/2022	01/11/2022	01/21/2022		01/21/2022	76.08	
								Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$697.28</u>
Account 53110 - Engineering and Architectural											
7059 - Eagle Ridge Civil Engineering Services, LLC	276-01	18-INDNR permit coordination for Sherwood Oaks Park	Paid by EFT # 44752		01/11/2022	01/11/2022	01/21/2022		01/21/2022	1,452.30	
								Account 53110 - Engineering and Architectural Totals		Invoice Transactions 1	<u>\$1,452.30</u>
Account 53510 - Electrical Services											
223 - Duke Energy	83003730010 0122	18- Electric Service - January Charges	Paid by Check # 75032		01/10/2022	01/10/2022	01/10/2022		01/10/2022	2,942.05	
								Account 53510 - Electrical Services Totals		Invoice Transactions 1	<u>\$2,942.05</u>
Account 53540 - Natural Gas											
222 - Vectren	0252409732010 522	18-Natural Gas December Ops	Paid by Check # 75035		01/10/2022	01/10/2022	01/10/2022		01/10/2022	216.48	
								Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$216.48</u>
Account 53920 - Laundry and Other Sanitation Services											
19171 - Aramark Uniform & Career Apparel Group, INC	408000005905	18-Uniform & mat cleaning services	Paid by EFT # 44712		01/11/2022	01/11/2022	01/21/2022		01/21/2022	16.70	



Board of Park Commissioners Claim Register

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	408000009466	18-Uniform & mat cleaning services	Paid by EFT # 44712		01/11/2022	01/11/2022	01/21/2022		01/21/2022	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	408000007140	18-Uniform & mat cleaning services	Paid by EFT # 44712		01/11/2022	01/11/2022	01/21/2022		01/21/2022	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	408000008344	18-Uniform & mat cleaning services	Paid by EFT # 44712		01/11/2022	01/11/2022	01/21/2022		01/21/2022	16.70
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 4	<u>\$66.80</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002857058	18-Landfill December Ops	Paid by EFT # 44697		01/10/2022	01/10/2022	01/10/2022		01/10/2022	98.82
								Account 53950 - Landfill Totals	Invoice Transactions 1	<u>\$98.82</u>
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2149	18-Security services for Dec 2021	Paid by EFT # 44811		01/11/2022	01/11/2022	01/21/2022		01/21/2022	4,500.00
6330 - Marshall Security LLC	2161	18-Security services for Dec 2021	Paid by EFT # 44811		01/11/2022	01/11/2022	01/21/2022		01/21/2022	4,321.88
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$8,821.88</u>
Account 54310 - Improvements Other Than Building										
19741 - Mader Design, LLC	1427	18-Griffy fishing pier development and design consulting	Paid by EFT # 44810		01/11/2022	01/11/2022	01/21/2022		01/21/2022	500.00
								Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 1	<u>\$500.00</u>
								Program 189000 - Operations Totals	Invoice Transactions 33	<u>\$17,505.34</u>
Program 189006 - Switchyard Property										
Account 53510 - Electrical Services										
223 - Duke Energy	830037300100122	18- Electric Service - January Charges	Paid by Check # 75032		01/10/2022	01/10/2022	01/10/2022		01/10/2022	2,847.28
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$2,847.28</u>
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5542691	18 SYP Sprinkler Alarm Repair	Paid by EFT # 44802		01/11/2022	01/11/2022	01/21/2022		01/21/2022	493.79
								Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$493.79</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3064292	18 SYP Vestibule Rug Service	Paid by EFT # 44833		01/11/2022	01/11/2022	01/21/2022		01/21/2022	114.33
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 1	<u>\$114.33</u>
Account 53990 - Other Services and Charges										
912 - Central Security Systems, INC	496089	18 SYP Reset Secondary Communication Channel	Paid by EFT # 44738		01/11/2022	01/11/2022	01/21/2022		01/21/2022	117.00



Board of Park Commissioners Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2141	18 SYP Marshall MSI Security - December (CARES)	Paid by EFT # 44811		01/11/2022	01/11/2022	01/21/2022		01/21/2022	7,392.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 2		<u>\$7,509.00</u>
							Program 189006 - Switchyard Property Totals	Invoice Transactions 5		<u>\$10,964.40</u>
Program 189501 - Cemeteries										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	BQ0P7B5DDDE 3	18- December CC Charges - OISC	Paid by Check # 75044		01/11/2022	01/11/2022	01/21/2022		01/21/2022	55.00
							Account 53160 - Instruction Totals	Invoice Transactions 1		<u>\$55.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010 0122	18- Electric Service - January Charges	Paid by Check # 75032		01/10/2022	01/10/2022	01/10/2022		01/10/2022	151.82
							Account 53510 - Electrical Services Totals	Invoice Transactions 1		<u>\$151.82</u>
Account 53540 - Natural Gas										
222 - Vectren	2150190557010 722	18-Natural Gas December Rosehill 7	Paid by Check # 75035		01/10/2022	01/10/2022	01/10/2022		01/10/2022	52.96
222 - Vectren	2154628249010 722	18-Natural Gas December Rosehill 9	Paid by Check # 75035		01/10/2022	01/10/2022	01/10/2022		01/10/2022	46.87
							Account 53540 - Natural Gas Totals	Invoice Transactions 2		<u>\$99.83</u>
Account 53990 - Other Services and Charges										
14312 - Baker Stone Work, INC	1-7-22	18-Tuck point & stone replacement work @ RH Cemetery	Paid by EFT # 44716		01/11/2022	01/11/2022	01/21/2022		01/21/2022	7,750.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$7,750.00</u>
							Program 189501 - Cemeteries Totals	Invoice Transactions 5		<u>\$8,056.65</u>
Program 189503 - Urban Forestry										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	72100 12124	18- December CC Charges - ISA	Paid by Check # 75044		01/11/2022	01/11/2022	01/21/2022		01/21/2022	295.00
							Account 53160 - Instruction Totals	Invoice Transactions 1		<u>\$295.00</u>
							Program 189503 - Urban Forestry Totals	Invoice Transactions 1		<u>\$295.00</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions 77		<u>\$62,146.36</u>
							Fund 200 - Parks and Recreation Gen (S1301) Totals	Invoice Transactions 77		<u>\$62,146.36</u>



Board of Park Commissioners Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 52330 - Street, Alley, and Sewer Material										
4099 - Gold Medal Products CO.	167245	18 - FSC Concession items	Paid by EFT # 44769		01/11/2022	01/11/2022	01/21/2022		01/21/2022	322.10
							Account 52330 - Street, Alley, and Sewer Material Totals		Invoice Transactions 1	<u>\$322.10</u>
							Program 182001 - Aquatics - Bryan Pool Totals		Invoice Transactions 1	<u>\$322.10</u>
Program 182500 - Frank Southern Center										
Account 43230 - General Admissions										
Brittany Bradley	2022-00000003	18-Refunds	Paid by Check # 75059		01/11/2022	01/11/2022	01/21/2022		01/21/2022	9.00
							Account 43230 - General Admissions Totals		Invoice Transactions 1	<u>\$9.00</u>
Account 52430 - Uniforms and Tools										
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T95345	18-House Hockey Uniforms	Paid by EFT # 44860		01/11/2022	01/11/2022	01/21/2022		01/21/2022	1,680.00
							Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1	<u>\$1,680.00</u>
							Program 182500 - Frank Southern Center Totals		Invoice Transactions 2	<u>\$1,689.00</u>
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street, Alley, and Sewer Material										
4610 - Hopscotch Coffee, LLC	4439	18 - FSC Concessions coffee beans	Paid by EFT # 44778		01/11/2022	01/11/2022	01/21/2022		01/21/2022	150.00
5819 - Synchrony Bank	9996	18 - FSC Sams Club for concessions	Paid by Check # 75057		01/11/2022	01/11/2022	01/21/2022		01/21/2022	33.44
5819 - Synchrony Bank	1459	18 - FSC Sams Club for concessions	Paid by Check # 75057		01/11/2022	01/11/2022	01/21/2022		01/21/2022	97.24
							Account 52330 - Street, Alley, and Sewer Material Totals		Invoice Transactions 3	<u>\$280.68</u>
							Program 182501 - Frank Southern Center Concession Totals		Invoice Transactions 3	<u>\$280.68</u>
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street, Alley, and Sewer Material										
53619 - Ping, INC	16025920	18-Pro Shop Supplies	Paid by EFT # 44832		01/11/2022	01/11/2022	01/21/2022		01/21/2022	183.00
							Account 52330 - Street, Alley, and Sewer Material Totals		Invoice Transactions 1	<u>\$183.00</u>
							Program 183501 - Golf Course - Pro Shop Totals		Invoice Transactions 1	<u>\$183.00</u>
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0401292	18 - TLRC Facility Institutional Supplies	Paid by EFT # 44765		01/11/2022	01/11/2022	01/21/2022		01/21/2022	1,766.39
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 1	<u>\$1,766.39</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	496127	18-Galv Alum Metal	Paid by EFT # 44722		01/11/2022	01/11/2022	01/21/2022		01/21/2022	66.93
394 - Kleindorfer Hardware & Variety	700819	18-stop nut, bolt	Paid by EFT # 44800		01/11/2022	01/11/2022	01/21/2022		01/21/2022	19.24



Board of Park Commissioners Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 201 - Parks and Rec Non Reverting											
Department 18 - Parks & Recreation											
Program 185000 - Twin Lakes Recreation Center											
Account 52310 - Building Materials and Supplies											
394 - Kleindorfer Hardware & Variety	700602	18-bx screws, angle, anchor	Paid by EFT # 44800		01/11/2022	01/11/2022	01/21/2022		01/21/2022	18.04	
								Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 3	<u>\$104.21</u>
Account 52430 - Uniforms and Tools											
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T95286	18- TLRC Staff Shirts	Paid by EFT # 44860		01/11/2022	01/11/2022	01/21/2022		01/21/2022	1,092.00	
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T95385	18- TLRC Staff Shirts	Paid by EFT # 44860		01/11/2022	01/11/2022	01/21/2022		01/21/2022	202.00	
								Account 52430 - Uniforms and Tools Totals		Invoice Transactions 2	<u>\$1,294.00</u>
Account 53150 - Communications Contract											
392 - Koorsen Fire & Security, INC	5546778	18 - TLRC Alarm Monitoring	Paid by EFT # 44802		01/11/2022	01/11/2022	01/21/2022		01/21/2022	102.82	
								Account 53150 - Communications Contract Totals		Invoice Transactions 1	<u>\$102.82</u>
Account 53510 - Electrical Services											
223 - Duke Energy	83003730010 0122	18- Electric Service - January Charges	Paid by Check # 75032		01/10/2022	01/10/2022	01/10/2022		01/10/2022	21.26	
								Account 53510 - Electrical Services Totals		Invoice Transactions 1	<u>\$21.26</u>
Account 53540 - Natural Gas											
222 - Vectren	0252765623010 522	18-Natural Gas December TLRC	Paid by Check # 75035		01/10/2022	01/10/2022	01/10/2022		01/10/2022	796.63	
								Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$796.63</u>
Account 53610 - Building Repairs											
53657 - Plymate, INC	3065882	18 - TLRC Entry Mat Service	Paid by EFT # 44833		01/11/2022	01/11/2022	01/21/2022		01/21/2022	81.62	
								Account 53610 - Building Repairs Totals		Invoice Transactions 1	<u>\$81.62</u>
								Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 10	<u>\$4,166.93</u>
Program 185002 - TLRC-Health & Wellness											
Account 53940 - Temporary Contractual Employee											
6161 - Morgan Ashley Banks	010622	18-TLRC Fitness Specialist	Paid by EFT # 44718		01/11/2022	01/11/2022	01/21/2022		01/21/2022	125.00	
7276 - Kaitlyn Clementi	010622	18-TLRC Fitness Specialist	Paid by EFT # 44743		01/11/2022	01/11/2022	01/21/2022		01/21/2022	60.00	
7978 - Elizabeth Lee	010522	18-TLRC Fitness Specialist	Paid by EFT # 44806		01/11/2022	01/11/2022	01/21/2022		01/21/2022	62.50	
7086 - Rivkah L Moore	010722	18-TLRC Fitness Specialist	Paid by EFT # 44820		01/11/2022	01/11/2022	01/21/2022		01/21/2022	218.75	
5007 - Emeline P O'Connor	010622	18-TLRC Fitness Specialist	Paid by EFT # 44825		01/11/2022	01/11/2022	01/21/2022		01/21/2022	93.75	
1973 - Megan M Stark	010722	18-TLRC Fitness Specialist	Paid by EFT # 44855		01/11/2022	01/11/2022	01/21/2022		01/21/2022	675.00	



Board of Park Commissioners Claim Register

Invoice Date Range 01/08/22 - 01/21/22

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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
7543 - Diana Turner	121522	18-Future Stars Basketball Instruction	Paid by EFT # 44868		01/11/2022	01/11/2022	01/21/2022		01/21/2022	25.00
7440 - William Tuttle	121421-2	18-TLRC Fitness Specialist	Paid by EFT # 44869		01/11/2022	01/11/2022	01/21/2022		01/21/2022	30.00
							Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 8	<u>\$1,290.00</u>
							Program 185002 - TLRC-Health & Wellness Totals		Invoice Transactions 8	<u>\$1,290.00</u>
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5969 - Coca Cola Bottling CO. Consolidated	2056208584	18 - TLRC Concessions Products	Paid by EFT # 44744		01/11/2022	01/11/2022	01/21/2022		01/21/2022	600.69
4099 - Gold Medal Products CO.	167522	18 - TLRC Concession Item	Paid by EFT # 44769		01/11/2022	01/11/2022	01/21/2022		01/21/2022	583.94
5819 - Synchrony Bank	2451 010722	18 - TLRC Concession Item Sale	Paid by Check # 75057		01/11/2022	01/11/2022	01/21/2022		01/21/2022	280.16
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 3	<u>\$1,464.79</u>
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5513550	18 - TLRC Kitchen Hood Fire Suppression Inspection	Paid by EFT # 44802		01/11/2022	01/11/2022	01/21/2022		01/21/2022	748.20
							Account 53610 - Building Repairs Totals		Invoice Transactions 1	<u>\$748.20</u>
							Program 185006 - TLRC-Concessions Totals		Invoice Transactions 4	<u>\$2,212.99</u>
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
19741 - Mader Design, LLC	1398	18- Rogers Family Park Design	Paid by EFT # 44810		01/11/2022	01/11/2022	01/21/2022		01/21/2022	5,000.00
19741 - Mader Design, LLC	1412	18- Rogers Family Park Design	Paid by EFT # 44810		01/11/2022	01/11/2022	01/21/2022		01/21/2022	2,500.00
19741 - Mader Design, LLC	1428	18- Rogers Family Park Design	Paid by EFT # 44810		01/11/2022	01/11/2022	01/21/2022		01/21/2022	2,500.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 3	<u>\$10,000.00</u>
							Program 189000 - Operations Totals		Invoice Transactions 3	<u>\$10,000.00</u>
Program 189006 - Switchyard Property										
Account 43220 - Facility Rentals										
Jana Richardson	2022-00000002	18-Refunds	Paid by Check # 75061		01/11/2022	01/11/2022	01/21/2022		01/21/2022	500.00
							Account 43220 - Facility Rentals Totals		Invoice Transactions 1	<u>\$500.00</u>
							Program 189006 - Switchyard Property Totals		Invoice Transactions 1	<u>\$500.00</u>
							Department 18 - Parks & Recreation Totals		Invoice Transactions 33	<u>\$20,644.70</u>
							Fund 201 - Parks and Rec Non Reverting Totals		Invoice Transactions 33	<u>\$20,644.70</u>



Board of Park Commissioners Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 977 - Parks 2016 GO Bond Proceeds										
Department 18 - Parks & Recreation										
Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP										
Account 54510 - Other Capital Outlays										
5149 - E&B Paving, INC	30042827	18- GOB- Griffy Lake Fishing Pier and Loop Trail Construction	Paid by EFT # 44751		01/11/2022	01/11/2022	01/21/2022		01/21/2022	375,250.00
18844 - First Financial Bank, N.A.	30042827	18-GOB Retainage for Griffy Lake Fishing Pier and Loop Trail	Paid by Check # 75047		01/11/2022	01/11/2022	01/21/2022		01/21/2022	19,750.00
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions 2		<u>\$395,000.00</u>
							Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP Totals	Invoice Transactions 2		<u>\$395,000.00</u>
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP										
Account 54510 - Other Capital Outlays										
5149 - E&B Paving, INC	30042827	18- GOB- Griffy Lake Fishing Pier and Loop Trail Construction	Paid by EFT # 44751		01/11/2022	01/11/2022	01/21/2022		01/21/2022	101,239.12
18844 - First Financial Bank, N.A.	30042827	18-GOB Retainage for Griffy Lake Fishing Pier and Loop Trail	Paid by Check # 75047		01/11/2022	01/11/2022	01/21/2022		01/21/2022	5,328.38
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions 2		<u>\$106,567.50</u>
							Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals	Invoice Transactions 2		<u>\$106,567.50</u>
Program 18016D - 2016 D Lower Cascades										
Account 54510 - Other Capital Outlays										
18844 - First Financial Bank, N.A.	ScenApp2,Castrl	18- Retainage for Cascades Trail Ph. 5 - GOB funds	Paid by Check # 75046		01/11/2022	01/11/2022	01/21/2022		01/21/2022	17,520.00
6883 - Scenic Construction Services, INC	ScenApp2,Castrl	18- Construction for Cascades Trail Phase 5 - creek and waterfal	Paid by EFT # 44847		01/11/2022	01/11/2022	01/21/2022		01/21/2022	326,880.00
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions 2		<u>\$344,400.00</u>
							Program 18016D - 2016 D Lower Cascades Totals	Invoice Transactions 2		<u>\$344,400.00</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions 6		<u>\$845,967.50</u>
							Fund 977 - Parks 2016 GO Bond Proceeds Totals	Invoice Transactions 6		<u>\$845,967.50</u>
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
18844 - First Financial Bank, N.A.	ScenApp2,Castrl	18- Retainage for Cascades Trail Ph. 5 - GOB funds	Paid by Check # 75046		01/11/2022	01/11/2022	01/21/2022		01/21/2022	1,545.00
3444 - Rundell Ernstberger Associates, INC	2021-1620-06	18- Construction Inspection for Cascades Trail and Streambank	Paid by EFT # 44844		01/11/2022	01/11/2022	01/21/2022		01/21/2022	6,605.10



Board of Park Commissioners Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
6883 - Scenic Construction Services, INC	ScenApp2,Castrl	18- Construction for Cascades Trail Phase 5 - creek and waterfal	Paid by EFT # 44847		01/11/2022	01/11/2022	01/21/2022		01/21/2022	35,355.00
5149 - E&B Paving, INC	E&BLWCASC-App 1	20-Lower Cascades Bicentennial Proj-10/29 -10/31/21	Paid by EFT # 44750		01/11/2022	01/11/2022	01/21/2022		01/21/2022	150,538.34
18844 - First Financial Bank, N.A.	E&BLWCASC-App 1	20-Lower Cascades Bicentennial Proj-10/29 -10/31/21	Paid by Check # 75045		01/11/2022	01/11/2022	01/21/2022		01/21/2022	7,923.07
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	5	<u>\$201,966.51</u>
							Program 18018B - Griffy Loop Trail Lower Cascades Totals	Invoice Transactions	5	<u>\$201,966.51</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions	5	<u>\$201,966.51</u>
							Fund 980 - 2018 BicentennialBnd Prcd900030 Totals	Invoice Transactions	5	<u>\$201,966.51</u>
							Grand Totals	Invoice Transactions	121	<u>\$1,130,725.07</u>

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/21/2022	Claims				\$1,130,725.07
					\$1,130,725.07

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 **\$1,130,725.07**

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2021-00019770	BA	GL	12/22/2021	Budget Amendment Category One N/R				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
12/22/2021	201-18-182006-51120	Salaries and Wages - Temporary	Budget Amendment Category One N/R		3,500.00	.00
12/22/2021	201-18-182006-51210	FICA	Budget Amendment Category One N/R		300.00	.00
12/22/2021	201-18-183500-51120	Salaries and Wages - Temporary	Budget Amendment Category One N/R		2,700.00	.00
12/22/2021	201-18-183500-51210	FICA	Budget Amendment Category One N/R		210.00	.00
12/22/2021	201-18-185003-51120	Salaries and Wages - Temporary	Budget Amendment Category One N/R		500.00	.00
12/22/2021	201-18-189006-51120	Salaries and Wages - Temporary	Budget Amendment Category One N/R		20,000.00	.00
12/22/2021	201-18-189006-51130	Salaries and Wages- Overtime	Budget Amendment Category One N/R		100.00	.00
12/22/2021	201-18-189006-51210	FICA	Budget Amendment Category One N/R		2,000.00	.00
Number of Entries: 8					\$29,310.00	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00000776	BA	GL	01/21/2022	Budget Amendment Miracle Recreation Playground Equipment				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
01/21/2022	201-18-189001-52420	Other Supplies	Budget Amendment Miracle Playground Equipment		93,582.90	.00
				Number of Entries: 1	<u>\$93,582.90</u>	<u>\$.00</u>

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2020	2020	2020	2020	2021	2021	2021	
December	Total	Actual	Expenses	% of Expense	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	December	to date	Budget	December	to date	change
General Fund								
Administration	737,200	754,943	754,943	100.00%	717,168	759,357	105.88%	0.58%
Health & Wellness	107,016	87,486	87,486	100.00%	86,927	85,291	98.12%	-2.51%
Community Relations	487,964	382,301	382,301	100.00%	498,198	425,810	76.74%	11.38%
Aquatics	378,257	41,799	41,799	100.00%	293,257	346,262	118.07%	728.40%
Frank Southern Center	381,828	313,225	313,225	100.00%	369,516	298,585	80.80%	-4.67%
Golf Services	706,904	752,234	752,234	100.00%	720,425	720,027	99.94%	-4.28%
Natural Resources	388,562	356,217	356,217	100.00%	390,401	354,656	90.84%	-0.44%
Youth Programs	62,293	73,338	73,338	100.00%	73,773	70,670	95.79%	-3.64%
TLRC	294,799	286,735	286,735	100.00%	278,629	277,365	99.55%	-3.27%
Community Events	405,346	416,547	416,547	100.00%	418,379	399,752	95.55%	-4.03%
Adult Sports	286,511	191,953	191,953	100.00%	244,078	246,990	101.19%	28.67%
Youth Sports	295,022	229,703	229,703	100.00%	231,548	283,170	122.29%	23.28%
BBCC	444,450	309,347	309,347	100.00%	419,321	340,689	81.25%	10.13%
Inclusive Recreation	86,491	89,526	89,526	100.00%	89,535	75,170	83.96%	-16.04%
Operations	1,979,870	1,803,531	1,803,531	100.00%	1,865,916	1,750,670	93.82%	-2.93%
Switchyard Property	256,821	200,725	200,725	100.00%	410,662	423,326	103.08%	110.90%
Landscaping	613,368	514,742	514,742	100.00%	654,879	571,940	87.34%	11.11%
Cemeteries	211,863	180,755	180,755	100.00%	214,404	194,503	90.72%	7.61%
Urban Forestry	514,292	378,572	378,572	100.00%	501,313	394,933	78.78%	4.32%
Recover Forward	50,000	50,000	50,000	0.00%	0	0	0.00%	0.00%
General Fund total:	7,901,657	7,413,677	7,413,677	100.00%	8,478,330	8,019,168	94.58%	8.17%
Non-Reverting Fund								
Administration	14,650	13,277	13,277	100.00%	18,550	7,167	38.64%	-46.02%
Health & Wellness	1,650	18,293	18,293	100.00%	2,450	4,789	195.48%	-73.82%
Community Relations	5,350	7,824	7,824	100.00%	5,350	720	13.46%	-90.80%
Aquatics	81,959	79,918	79,918	100.00%	55,544	37,873	68.19%	-52.61%
Frank Southern Cent	86,859	100,685	100,685	100.00%	87,669	42,037	47.95%	-58.25%
Golf Services	168,852	142,148	142,148	100.00%	126,758	147,617	116.46%	3.85%
Natural Resources	65,429	23,982	23,982	100.00%	70,610	24,037	34.04%	0.23%
Youth Programs	238,025	99,238	99,238	100.00%	214,782	121,851	56.73%	22.79%
*TLRC - day to day	570,919	447,049	447,049	100.00%	633,489	468,075	73.89%	4.70%
Community Events	250,680	188,015	188,015	100.00%	216,119	163,645	75.72%	-12.96%
Adult Sports	140,331	72,275	72,275	100.00%	135,504	82,919	61.19%	14.73%
Youth Sports	9,482	54,592	54,592	100.00%	9,578	8,563	89.40%	-84.32%
BBCC	41,962	19,493	19,493	100.00%	2,560	6,731	262.94%	-65.47%
Childcare Program	0	1,399	1,399	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	21,991	100.00%	46,110	83,807	181.75%	281.09%
Dog Park	0	0		0.00%	0	0	0.00%	0.00%
Switchyard	27,577	41,870	41,870	100.00%	27,672	24,964	90.21%	-40.38%
Landscaping (CCC P	6,150	0		0.00%	0	0	0.00%	0.00%
Cemeteries	0	0		0.00%	0	0	0.00%	0.00%
Urban Forestry	0	940	940	100.00%	6,350	2,320	36.54%	0.00%
N-R Fund subtotal:	1,752,484	1,332,989	1,332,989	100.00%	1,659,093	1,227,117	73.96%	-7.94%
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	1,814,727	1,814,727	100.00%	2,133,193	1,701,129	79.75%	-6.26%

Other Misc Funds								
16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn	14,269	14,269			2,079			
20-21 MCCSC 21st Com Learn	9,208	9,208			16,065			
2021 MCCSC 21st Grant					8,162			
Community Banneker Bus	39,995	39,995						
G14006 Out-of School Prg.								
G15008 Summer Fod	11,115	33,346	33,346		11,115	12,898		
G15009 Nature Days S/Star								
Griffy Lake Nature Day					2,336			
Wapehani I-69 Mitigation								
Leonard Springs Nature					3,806			
Banneker Nature Day	3,659	3,659			3,109			
NRPA Nutrition Hub		0			19,692			
Kaboom Play								
Youth & Adolescent Phy Act	9,936				8,004			
Goat Farm								
Giffy LARE		6,300	6,300		5,499			
Deer Cull		25,000	25,000		25,000			
Banneker ROI		177,541	177,541		13,979			
Other Misc Funds total:	21,051	309,319	309,319	100.00%	11,115	120,627		
TOTAL ALL FUNDS	10,157,192	9,537,723	9,537,723	100.00%	10,622,638	9,840,924	92.64%	3.18%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues December 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>December</u>	<u>to date</u>	<u>for year</u>	<u>December</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,513,025	7,175,967	7,175,967	100.00%	6,540,158	7,742,919	118.39%	7.90%
Administration	500	28,131	28,131	100.00%	500	388	77.68%	-98.62%
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%	0.00%
Frank Southern	199,300	123,312	123,312	100.00%	215,100	105,137	48.88%	-14.74%
Golf Services	599,500	682,689	682,689	100.00%	572,000	854,919	149.46%	25.23%
Natural Resources	0	0	0	0.00%	0	45	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	12,165	914	914	6.74%	12,900	5,908	45.80%	546.39%
Adult Sports	54,000	13,563	13,563	100.00%	48,500	30,600	63.09%	125.62%
Youth Sports	30,500	10,828	10,828	100.00%	39,800	32,909	82.69%	203.94%
BGCC	15,000	6,027	6,027	100.00%	15,000	15,789	105.26%	161.99%
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	47,750	100.00%	28,150	41,725	148.22%	-12.62%
Urban Forestry	0	0	0	0.00%	0	75	0.00%	0.00%
Recover Forward	0	50,000	50,000	0.00%	0	0	0.00%	0.00%
Subtotal Program Rev	1,129,490	963,298	963,298	100.00%	1,118,550	1,255,585	112.25%	30.34%
General Fund Total	7,642,515	8,139,265	8,139,265	100.00%	7,658,708	8,998,503	117.49%	10.56%
Non-Reverting Fund								
Administration	35,600	16,415	16,415	100.00%	35,600	22,699	63.76%	38.28%
Health & Wellness	3,915	23,764	23,764	100.00%	3,250	4,744	145.96%	-80.04%
Community Relations	5,400	8,089	8,089	100.00%	5,400	2,822	52.26%	-65.11%
Aquatics	86,301	2,692	2,692	100.00%	85,503	84,190	98.46%	3027.40%
Frank Southern	123,300	55,031	55,031	100.00%	102,200	54,299	53.13%	-1.33%
Golf Services	156,500	160,799	160,799	100.00%	149,300	233,894	156.66%	45.46%
Natural Resources	70,000	61,656	61,656	100.00%	71,400	49,369	69.14%	-19.93%
Youth Programs	246,740	116,867	116,867	100.00%	246,740	141,789	57.47%	21.32%
*TLRC -Operational	1,065,974	451,170	451,170	100.00%	730,428	596,325	81.64%	32.17%
Community Events	200,311	93,604	93,604	100.00%	192,459	130,293	67.70%	39.20%
Adult Sports	143,500	39,589	39,589	100.00%	138,300	94,849	68.58%	139.58%
Youth Sports	4,002	1,344	1,344	100.00%	3,502	7,520	214.73%	459.43%
BGCC	7,600	19,524	19,524	100.00%	7,600	9,571	125.94%	-50.98%
Operations	64,800	38,706	38,706	100.00%	68,900	131,747	191.21%	240.38%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	12,500	27,491	27,491	100.00%	31,500	51,346	163.00%	86.77%
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	1,125,393	100.00%	1,881,982	1,625,332	86.36%	44.42%
Other Misc Funds								

G18-19 MCCSC 21st Cor	30,000				30,000			
G19-20 MCCSC 21st Cor	30,000	18,679	18,679		14,210			
G20-21 MCCSC 21st		2,881	2,881			13,840		
G21 MCCSC 21st						9,162		
G14009 Summer Food G	27,864	33,346	33,346		27,864	11,631		
Communit Banneker Bus	45,000	39,995	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			5,499		
G15008 Leonard Spring						12,245		
G15009 Griffy Nature Days		4,239	4,239			2,231		
(902) Rose Hill Trust		286	286			120		
Banneker ROI		157,379	157,379					
Banneker Nature Days		3,659	3,659			3,109		
Yth & Adolescent Phy Act	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:	140,864	340,458	340,458		150,074	126,305		
TOTAL ALL FUNDS	10,019,722	9,605,116	9,605,116	100.00%	9,690,764	10,750,140	110.93%	11.92%

Non-Reverting Cash B	1	2	3	4	5	6	7
	Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
	Balance	as of	Misc.	as of	from	Revenue	Balance
	1/1/2021	12/31/2021	revenue	12/31/2021	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	263,161.73	22,698.98		7,166.87		15,532.11	278,693.84
Health & Wellness	14,884.91	4,743.59		4,789.37		(45.78)	14,839.13
Community Relations	34,679.89	2,821.89		720.15		2,101.74	36,781.63
Aquatics	311,829.23	84,189.56		37,873.48		46,316.08	358,145.31
Frank Southern Center	145,619.91	54,299.49		42,037.18		12,262.31	157,882.22
Golf Course	162,151.68	233,894.13		147,617.00		86,277.13	248,428.81
Natural Resources	329,236.85	49,368.96		24,037.41		25,331.55	354,568.40
Allison Jukebox	290,192.83	141,789.21		121,851.37		19,937.84	310,130.67
TLRC	(2,235,133.79)	497,393.21		942,088.35		(444,695.14)	(2,679,828.93)
TLRC Reserve	631,401.59	98,932.15		0.00		98,932.15	730,333.74
Community Events	543,891.59	130,293.47		163,645.07		(33,351.60)	510,539.99
Adult Sports	2,251.34	94,848.80		82,918.58		11,930.22	14,181.56
Youth Sports	6,198.34	7,519.86		8,562.70		(1,042.84)	5,155.50
Skate Park	575.42	0		0.00		0.00	575.42
Benjamin Banneker Cor	64,551.43	9,571.26		6,731.27		2,839.99	67,391.42
Childcare Program	(1,399.03)	0.00		0.00		0.00	(1,399.03)
Operations	194,525.72	131,746.76		83,806.67		47,940.09	242,465.81
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	223,929.49	51,345.85		24,963.65		26,382.20	250,311.69
Landscaping	13,454.36	0.00		0.00		0.00	13,454.36
Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
Urban Forestry	28,477.22	9,875.00		2,320.49		7,554.51	36,031.73
Change Fund	0.00			0.00		0.00	0.00
Deposits	0.00	0.00		0.00		0.00	0.00
TOTALS	1,031,971.50	1,625,332.17	0.00	1,701,129.61	0.00	(75,797.44)	956,174.06

* 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.

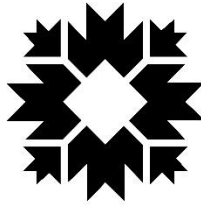
(75,797.44)
**INCREASE/DECREASE
FOR THE CURRENT**

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
12/09/2021	1961103	3	AR	125005_C	Level 1 (125005-C)	Refund Now	HALTI	90.00	0.00	90.00
12/13/2021	1963506	4	AR	125002_D	Tot 1 (125002-D)	Refund Now	PHILBECE	80.00	0.00	80.00
12/27/2021	1967818	6	FR	Turf_TLRC_Turf	Turf on 12/22/2021 at 7:00pm to 9:0	Refund Now	grabowsm	200.00	0.00	200.00
12/27/2021	1967820	6	FR	Turf_TLRC_Turf	Turf on 01/08/2022 at 9:00am to 11:	Refund Now	grabowsm	200.00	0.00	200.00
12/27/2021	1967822	6	FR	Turf_TLRC_Turf	Turf on 12/19/2021 at 8:00pm to 9:3	Refund Now	grabowsm	150.00	0.00	150.00
12/28/2021	1968390	6	AR	125002_D	Tot 1 (125002-D)	Refund Now	grabowsm	80.00	0.00	80.00

Report Summary Totals

Total Refund Records:	6
Total Fees Refunded:	800.00
Total Tax Refunded:	0.00
Total Amount Refunded:	800.00



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-7
Date: 1/19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: January 25, 2022
SUBJECT: REVIEW/APPROVAL OF THREE DIFFERENT SERVICE AGREEMENTS FOR COMMUNITY RELATIONS AREA

Recommendation

Staff recommends review/approval of three Service Agreements for the Community Relations program area. The service agreements are with the following vendors:

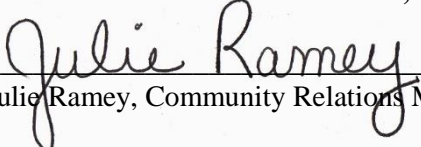
1. Winslow Ranch Marketing – on-site social media and photo and video service
2. The Production House – on-site photo and video service
3. Green Hat Media – on-site photo and video service

These services will be provided to the City on an as-needed basis and will be funded through the 53990 service line from the Community Relations General Fund. Community Relations has planned and budgeted for these types of professional services.

Background

The Community Relations program area is constantly seeking quality promotional images and video of Parks and Recreation properties, facilities, and programs. In addition, maintaining an active social media presence during events is a primary goal for the Community Relations area. When assistance in these areas is needed, the vendors on the list above have been vetted and have done reliable and professional work for the Department in past.

RESPECTFULLY SUBMITTED,


Julie Ramey, Community Relations Manager

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

This Agreement, entered into on this 25th day of January, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Winslow Ranch Marketing ("Contractor").

Article 1. Scope of Services Contractor shall provide on-site social media and photo and video services at parks and parks managed and affiliated programs. ("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 Julie Ramey as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One thousand two hundred dollars (\$1,200). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, 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:

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, **Attn: Julie Ramey, 401 N. Morton, Bloomington, IN 47404. Contractor: Winslow Ranch Marketing.** 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

Winslow Ranch Marketing

Beth Cate, Corporation Counsel

Torry Hamilton, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Winslow Ranch Marketing

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

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

This Agreement, entered into on this 25th day of January, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and The Production House ("Contractor").

Article 1. Scope of Services Contractor shall provide on-site photo and video services at parks and parks managed and affiliated programs. ("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 Julie Ramey as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One thousand two hundred dollars (\$1,200). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, 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:

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, **Attn: Julie Ramey, 401 N. Morton, Bloomington, IN 47404. Contractor: The Production House.** 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

The Production House

Beth Cate, Corporation Counsel

John Lasher, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

The Production House

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

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

This Agreement, entered into on this 25th day of January , 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Green Hat Media ("Contractor").

Article 1. Scope of Services Contractor shall provide on-site photo and video services at parks and parks managed and affiliated programs. ("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 Julie Ramey as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One thousand two hundred dollars (\$1,200). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, 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:
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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Julie Ramey, 401 N. Morton, Bloomington, IN 47404. **Contractor: Green Hat Media.** 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

Green Hat Media

Beth Cate, Corporation Counsel

Garrett Poortinga, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Green Hat Media

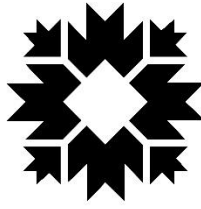
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-8
Date: 1/19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: **January 25, 2022**
SUBJECT: **REVIEW/APPROVAL OF A SHORT SERVICE AGREEMENT WITH
KINGSNAKE SOUND COMPANY**

Recommendation

Staff recommends review/approval of a short service agreement with KingSnake Sound Company for sound engineering services and equipment rental for community events held in the 2022 calendar year. Funding Sources: 200-18-186500-53730 and/or 201-18-186500-53730

Background

This contract is for sound engineering services, set-up and tear-down of sound equipment, and sound equipment rental for various events throughout the 2022 Parks and Recreation calendar year including but not limited to the Bloomington Symphony Orchestra concert in Switchyard Park, the Pumpkin Launch at the Monroe County Fairgrounds, and the Holiday Market at Bloomington's City Hall. This contract also includes estimated repair costs to maintain Bloomington Parks and Recreation's current sound equipment. We have used KingSnake Sound Company for several years. They are reliable and continue to be well priced.

Total Dollar Amount of Contract: Not to exceed \$2,400

Approximate breakdown:

200-18-186507-53730=\$1,050

201-18-186500-53730=\$525

200-18-186500-53990=\$525

201-18-186500-53650=\$300 (Repair Work)

RESPECTFULLY SUBMITTED,



Crystal Ritter, Community Events Coordinator

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

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

Article 1. Scope of Services Contractor shall provide sound engineering services, equipment rental, and equipment repair for community events hosted by Bloomington Parks and Recreation ("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 Crystal Ritter 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 four hundred dollars (\$2,400). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Crystal Ritter, 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:

April– International Food Festival held in downtown Bloomington

August– Bloomington Symphony Orchestra Concert in Switchyard Park, 1601 S. Rogers St.

October- Bloomington Pumpkin Launch at the Monroe County Fairgrounds, 5700 W Airport Rd

November- Holiday Market at Bloomington's City Hall, 401 N. Morton St.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Crystal Ritter, 401 N. Morton, Bloomington, IN 47402. **Contractor: KingSnake Sound Company.** 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.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

CITY OF BLOOMINGTON

KingSnake Sound Company

Beth Cate, Corporation Counsel

Chris Ramsey, Owner and Proprietor

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

KingSnake Sound Company

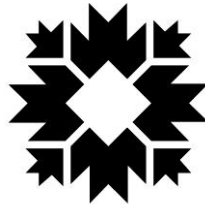
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-9

Date: 1/19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: 1/25/22
SUBJECT: CONTRACT FOR SERVICES WITH SKIP DALEY

Recommendation

Staff recommends the approval of the contract for services with Skip Daley. He will be coordinating all aspects of 6 trivia events held by the department this year. He will be creating all of the questions and answers for the events, will be the emcee, and provide all prizes at the events.

Account: Community Events: 201-18-186500-53990 – Amount not to exceed \$2,100.

Background

This will be the third year for the Bloomington Trivia Championship Series. The series consists of 5 nights of trivia from March through November and an invitation only championship night in December. Skip did a great job the last two years with the trivia series and we are happy to have him help us again this year.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator

2022-January

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

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

Article 1. Scope of Services Contractor shall coordinate all aspects of six (6) trivia nights offered by the Department ("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 Bill Ream as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed two thousand one hundred dollars (\$2,100). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream City of Bloomington Parks and Recreation, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
March 4th; May 6th; July 15th; September 23rd; November 4th; and December 9th from 6-9pm each night

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 Parks and Recreation, Attn Bill Ream, 401 N. Morton St. Suite 250, Bloomington, IN 47402. Contractor: Skip Daley 1501 W. Edinburgh Rd, Bloomington, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

SKIP DALEY

Beth Cate, Corporation Counsel

Skip Daley

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Skip Daley

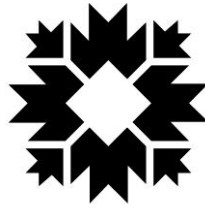
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-10

Date: 1/19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: **January 25, 2022**
SUBJECT: **2022 POND MAINTENANCE AT MILLER-SHOWERS PARK BY AQUATIC CONTROL**

Recommendation

Staff recommends approval of this contract with Aquatic Control for nuisance and invasive aquatic vegetation management at Miller-Showers Park.

Funding source: 200-18-189500-53990. Amount not to exceed \$4025.00.

Background

Miller-Showers Park underwent a significant facelift, from 2001 - 2004, that transformed the nine acre area from an often flooded and little-used strip of land to a state-of-the-art stormwater retention facility and beautiful gateway to the city of Bloomington. The Park's three large holding ponds retain stormwater that drains from more than 170 acres of downtown Bloomington.

As a result of excessive nutrient input from this urban watershed, Miller-Showers Park suffers from over growth of nuisance aquatic vegetation that is both unsightly and detrimental to the overall water quality of the ponds. Aquatic Control will perform Clean Lake Maintenance Program activities on the three (3) open pools at Miller-Showers Park throughout the 2022 growing season to manage this nuisance aquatic vegetation and any invasive vegetation (i.e. Curly-leaf pondweed) present. This includes biweekly inspections and treatment as needed, April through September.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
AQUATIC CONTROL, INC
FOR
POND MAINTENANCE AT MILLER-SHOWERS PARK BY AQUATIC CONTROL**

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

WITNESSETH:

WHEREAS, the Department wishes to manage nuisance and invasive aquatic vegetation in the ponds at Miller-Showers Park; and

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

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

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

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

Article 1. Scope of Services

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Twenty-Five Dollars and Zero Cents (\$4,025.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Aquatic Control, INC
Attn: Joanna Sparks	Attn: Jimmy Ferguson
401 N. Morton, Suite 250	418 W. State Road 258
Bloomington, Indiana 47402	Seymour, IN 47274

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

AQUATIC CONTROL, INC.

Beth Cate, Corporation Counsel

James B. Ferguson II, Seymour Pond Maintenance Supervisor

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:

Program to include a biweekly (every other week) inspection of 3 ponds with treatment as necessary to maintain acceptable control of nuisance vegetation during the contract period: April through September, 2022. All materials used in this program will be registered, or exempt from registration, with the U.S. E.P.A. and State Regulatory Agencies and all applicators will be certified. Some restrictions on use of water may be necessary with weed treatments. Restrictions are listed below in the PRECAUTIONS section of this proposal. Nuisance vegetation for terms of this contract includes all submersed aquatic plants and filamentous algae which is visible from the surface or are interfering with the client use of the lake. Emergent vegetation will be controlled only if requested by the client prior to entering into contract and such control is included in the OPTIONS section below. Control of duckweed/watermeal may require application of alternative herbicides and will incur additional charges with approval from client.

Must have permit from IDNR before treatments can begin. If needed, duckweed can be treated with Clipper herbicide for \$100.00 on the Bottom and Middle Ponds, and for \$150.00 on the Top Pond (per treatment).

Terms:

PROGRAM COST: \$4,025.00 (\$4,025.00 plus \$0.00 sales tax) Nontaxable Tax Rate 0.000%

Options and/or special terms included in this contract /proposal are as follows:

Algae Treatments - No restrictions on water use.

Weed Treatments - May require suspension of use of treated water for domestic use, swimming, irrigation, and livestock watering. Restrictions vary with the herbicide used. Water use restrictions for your lake will be posted on the day of treatment, unless other notification arrangements have been made.

EXHIBIT B

“Project Schedule”

Program to include a biweekly (every other week) inspection of 3 ponds with treatment as necessary to maintain acceptable control of nuisance and invasive aquatic vegetation during the contract period: April through September, 2022.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Aquatic Control, INC.

By: _____
Signature

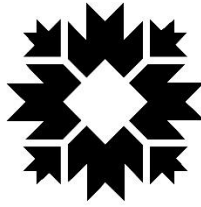
Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-11
Date: 1/19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: **January 25, 2022**
SUBJECT: **SERVICE AGREEMENT WITH CRISIS CLEANING, INC**

Recommendation

Staff recommends review/approval of a Service Agreement with Crisis Cleaning, INC. Funding source for this is 176-18-G21005 (Parks ARPA fund). Contract amount is \$4,999.

Background

The Parks Department began utilizing the services of Crisis Cleaning, INC., with the cleanup of encampments, in February of 2021. This practice has proven to be an excellent use of financial resources for the Department and continues to be a critical factor in keeping parks employees safe from potential exposures and hazards when hazardous cleanup is required.

RESPECTFULLY SUBMITTED,

Barb Dunbar, Operations Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CRISIS CLEANING, INC**

This Agreement, entered into on this 25TH day of January, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Crisis Cleaning, INC ("Contractor").

Article 1. Scope of Services Contractor shall provide encampment clean-up 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 Mark Marotz/Barb Dunbar as the Department's Project Managers. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Four Hundred and Ninety-nine Dollars (\$4,999). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **All invoices shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404.** Invoices may be sent via first class mail postage prepaid or via email, (dunbarb@bloomington.in.gov). Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: **Mark Marotz**, Project Manager, 401 N. Morton, **Bloomington, IN 47402. Contractor: Crisis Cleaning, LLC.** 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

CRISIS CLEANING, INC

Beth Cate, Corporation Counsel

Donetta Held, Corporate Secretary

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Crisis, Cleaning, INC

By: _____
Signature

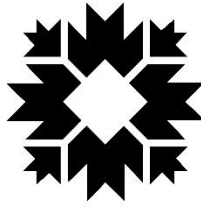
Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-12
Date: 1/19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch
DATE: **January 25, 2022**
SUBJECT: **SERVICE AGREEMENT WITH GREEN EARTH RECYCLING &
COMPOSTING FOR GREEN WASTE DISPOSAL SERVICES**

Recommendation

Staff recommends approval of a service agreement with Green Earth Recycling and Composting for green waste disposal services on an as needed basis.

Amount: \$750.00

Funding: 200-18-189503-53950

Background

Service agreement with Green Earth Recycling & Composting allowing for disposal of green waste generated from various tree care and removal activities when in-house chipping or disposal is not utilized.

RESPECTFULLY SUBMITTED,

Staff Name and Title

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
GREEN EARTH RECYCLING & COMPOST**

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Kevin R Huntley, dba: Green Earth Recycling & Composting ("Contractor").

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

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Seven Hundred Fifty Dollars and zero cents (\$ 750.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Erin Hatch, Urban Forester, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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:
Complete work 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"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, **Attn: Erin Hatch, Urban Forester, 401 N. Morton, Bloomington, IN 47402. Contractor: Bluestone Tree, LLC.** 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

KEVIN R HUNTLEY, DBA: GREEN EARTH RECYCLING & COMPOSTING

Beth Cate, Corporation Counsel

Kevin R. Huntley, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Kevin R. Huntley, dba: Green Earth Recycling & Composting

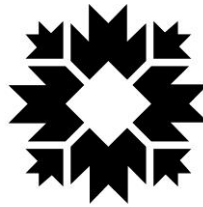
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-13
Date: 01/19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Clarence Boone, Facility/Program Coordinator
DATE: January 25, 2022
SUBJECT: FARM VENDOR CONTRACT, HANDBOOK AND EXHIBITS

Recommendation

Staff recommends approval of the farm vendor contract, handbook and exhibits for the 2022 Bloomington Community Farmers' Market.

Background

The Department is currently accepting farm vendor applications for the 2022 market season. Applications will be accepted through February 21st, for those intending to reserve a space for the April or May- October seasons. Applications will be accepted for day stall vendors as long as space allows.

The 2022 contract and exhibits have been updated to reflect 2022 dates.

The Handbook has gone through updates that reflect the following changes:

- Date changes related to a new market season
- A few grammatical edits
- Inclusion of new rental fees
- Inclusion of two approved varieties of wild-collected mushrooms
- Inclusion of the Vendor Point System (previously omitted in 2021)
- Revised Severe Weather Policy

The changes have been discussed with the Farmers' Market Advisory Council and all pertinent documents have been reviewed by Legal.

RESPECTFULLY SUBMITTED,

Clarence Boone, Facility/Program Coordinator

**2022 BLOOMINGTON COMMUNITY FARMERS' MARKET
FARM VENDOR CONTRACT**

In consideration for the privilege to participate in the 2022 Bloomington Community Farmers' Market ("Market"), the City of Bloomington ("City"), and the undersigned Vendor(s) ("Vendor") agree to the following:

1. ADMINISTRATION

The Market is administered by the Parks and Recreation Department of the City in accordance with this contract (the "Contract"). The City selects and approves Vendors, sets fees and determines Market policies and criteria for eligibility. The criteria for eligibility it considers while reviewing applications are: that the Vendor produces goods in compliance with the Farm Vendor Handbook guidelines for the categories of goods the Vendor offers for sale; that the Vendor has had a positive history with the Market without prior contract violations; that the Vendor's products complement the product balance at the Market, that the Vendor is committed to the general mission of the Market; and that it is in the best interest of the Market, the public and the City to select the Vendor for the Market. The Market Coordinator and Supervisor review applications and have the discretion to select Vendors who meet the criteria for eligibility and whose products most closely match the City's mission for the Farmers' Market. Both also oversee the Market and have authority to assign vending space, settle disputes and disqualify or terminate vendors for violations of this Contract or Market regulations.

2. ELIGIBILITY OF VENDORS

Following are definitions used, in part, to determine an individual's eligibility to vend at the Market:

"Producer" is a person who is consistently involved with and participates substantially in the production, including aspects like planting, cultivating, harvesting, and raising, of permitted goods sold pursuant to this contract.

"Primary Vendor" is a person who is a producer, is the person who owns, leases, rents or otherwise controls the land on which goods sold pursuant to this contract are raised and is the person who controls points for the Vendors on this Contract. The designation of "Primary Vendor" is determined by the vendor name listed first on this Contract.

"Vendor" is a person who is a producer or immediate family member of the Primary Vendor, as defined in this Contract, and has signed this Contract.

"Immediate Family" is defined as a parent, child, spouse or domestic partner of the Primary Vendor.

"Stand Assistant" is a person who assists the Vendor at Market, but does not fulfill the definition of Vendor set forth in this Contract. Stand Assistants must be accompanied by a Vendor in each and every distinct stand rented by the Vendor at a given Market. Stand Assistants cannot earn points for selling at Market.

Only individuals who are named as Vendors or Stand Assistants in this Contract may sell at the Market. A Vendor and a Stand Assistant working with that Vendor may sell only goods produced on land controlled by the Primary Vendor or on land on which the Primary Vendor's immediate family is a producer. A Vendor may be a party to only one Market contract and may have only limited financial interest in any other Market contract.

Vendors and Stand Assistants must be listed by full legal name on this Contract and must sign this Contract. If a Vendor wants any individual not listed on this Contract to serve as a Vendor or Stand Assistant, the Vendor must let Market Staff know the name of the Vendor or Stand Assistant by no later than 5 PM on the Thursday before the Market day, except in the case of a documented emergency. Failure to do so will result in the newly identified Vendor or Stand Assistant not being permitted to work at the following Saturday or Tuesday Markets.

"Innovative Farm Arrangement" is a farm arrangement that does not fit within the above established definitions of producer, primary vendor and/or vendor, but is determined to be within the scope and mission of the Market at the discretion of the Market Coordinator and Supervisor based, in part, on information provided in the Innovative Farm Arrangement application.

The Vendor agrees to abide by all applicable federal, state and local laws and ordinances, and agrees that the violation by the Vendor of such a law or ordinance may be deemed by the City to be a material breach of this contract.

3. OBLIGATION TO COMPLY WITH MARKET HANDBOOK AND APPLICATION

The 2022 Farm Vendor Handbook is hereby incorporated into this Contract by reference and is a part of this contract as fully as if it had been set forth herein. The 2022 Application completed by the selected and approved Vendor and the exhibits for Value Added Foods (Exhibit A), Pet Foods (Exhibit B), Home Based Vendor Foods (Exhibit C), Aquaculture Foods (Exhibit D) and/or Shell Egg (Exhibit E) if applicable, are hereby incorporated into this Contract by reference and are made a part of this Contract as fully as if they had been set forth herein. Any 2022 Innovative Farm Arrangement Application completed by the selected and approved Vendor is hereby incorporated into this Contract by reference and is made a part of this Contract as fully as if it had been set forth herein.

4. APPLICATION/AGREEMENT TO SELL

The Vendor must have completed in full and signed this Contract or be named in this Contract and have authorized another person to sign on his/her behalf and have paid all applicable rental fees by the deadline below before Vendor is allowed to sell any goods. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 along with payment by March 21, 2022, if vendor wants to participate in the space reservation selection.

Innovative Farm Arrangement applications are due to the same office by February 21, 2022. In the event a Vendor does not have a signed Contract on file by date set forth, it is in the discretion of the Market Supervisor and/or Market Coordinator to determine the Vendor's eligibility to sell. Points will not be awarded until the Vendor has submitted a signed Contract and a complete and approved application.

5. GIFT CERTIFICATE PROGRAM/SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM PARTICIPATION

Vendors with qualifying products (fruits and vegetables) are strongly encouraged to participate in the Farmers' Market Gift Certificate Program/Supplemental Nutrition Assistance Program (GCP/SNAP) organized by the City. Basic information on the GCP/SNAP is included on pages 15 and 16 of the Farm Vendor Handbook with more detailed information in the GCP/SNAP Farmer/Food and Beverage Artisan Training Guide available from Market staff.

The primary vendor must indicate on the last page of this Contract whether or not he/she is participating in the (GCP/SNAP).

If the Vendor chooses to participate in the GCP/SNAP and is participating for the first time, Market staff will contact the Vendor to provide him/her with a GCP/SNAP Farmer/Food and Beverage Artisan Training Guide and the City Vendor and EFT form to complete. If the Vendor has participated in the GCP/SNAP in previous years and accepted EFT payment, no further paperwork is necessary. If the Vendor chooses to participate in the GCP/SNAP, the Vendor agrees to attend a training or read the GCP/SNAP Farmer/Food and Beverage Artisan Training Guide and abide by the rules established in the Training Guide. The Vendor understands he/she is responsible for Gift Certificates/Market Bucks from the time the Vendor receives them as payment until the time they are turned in for redemption.

6. CITY'S REMEDIES FOR BREACH; APPEAL

a) Violation of any material provision of this Contract is a material breach and considered a default by the Vendor. Upon notice by the City to the Vendor of the occurrence of a breach or default, and the Vendor's failure to correct the breach within a reasonable period of time, if the Vendor is in the Market at the time, the Vendor agrees to remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate may not only subject the Vendor to immediate termination of this Contract, but may also subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass. If a breach or default is deemed not correctible and/or serious enough to merit immediate action, the Vendor may be subject to immediate termination of this Contract.

b) If the City has reason to believe that a Vendor did not produce the goods he/she is selling at the Market, or that other conditions exist that may constitute a violation of this Contract or adversely impact the health or safety of Market patrons or City employees, the City reserves the right to conduct an investigation which may include an unannounced inspection at the Vendor's property. The undersigned Vendor hereby authorizes the City to conduct such investigation and inspection. The Vendor also agrees to provide the City such opportunities as the City deems necessary to view and obtain copies of the Vendor's records related to the goods sold at Market. If the City determines, after investigation, that there is a reasonable likelihood that the Vendor did not produce the goods he/she offered for sale at the Market or has otherwise violated this Contract, the City may, in its sole discretion, declare a material breach.

c) Upon occurrence of a material breach of this Contract, the City reserves the right to declare this Contract terminated, by so stating in a written notice to the Vendor, and to retain, as liquidated damages and not as a penalty, any rental fees prepaid by the Vendor.

d) The City has the right to make rules regarding the Market and determine whether Vendors are in compliance with its rules. Vendors who are dissatisfied with a City decision to terminate a contract may appeal it in writing to the Advisory Council within ten days of receipt of notice of the decision, and may appeal the Advisory Council's decision in writing to the Board of Park Commissioners within ten days of receipt of the Advisory Council decision. The decision of the Board of Park Commissioners is final.

7. LAW AND VENUE

This Agreement shall be interpreted and construed according to the laws of the State of Indiana and venue of any dispute shall be Monroe County Circuit Court, Indiana.

8. COVENANT NOT TO SUE

The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Agreement. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Agreement.

9. SEVERABILITY AND WAIVER

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

10. LIABILITY AND INDEMNIFICATION

The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. The Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas and other weather protection devices. The Vendor hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims") , including but not limited to attorney fees and court costs, which may arise as a result of the Vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.

11. COVID 19

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 Vendor of any such termination and the reasons therefor in writing

12. NOTICES

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

Parks: Parks and Recreation Department
ATTN: **Clarence Boone**
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Primary Vendor - Initial one: _____

Vendor chooses NOT to participate in the GCP/SNAP _____

This Contract is effective upon signature by Vendors, Stand Assistants and the Corporation Counsel and is valid only for the 2022 Market Season, terminating at the close of the Market on November 26, 2022.

_____ Vendor's Printed Name	_____ Primary Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Signature of parent or guardian if Vendor is age 18 or younger	_____ Date
--	---------------

Stand Assistant's Printed Name Stand Assistant's Signature Date

Stand Assistant's Printed Name Stand Assistant's Signature Date

Stand Assistant's Printed Name Stand Assistant's Signature Date

Stand Assistant's Printed Name Stand Assistant's Signature Date

Stand Assistant's Printed Name Stand Assistant's Signature Date

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Stand Assistant's Printed Name Stand Assistant's Signature Date

Stand Assistant's Printed Name Stand Assistant's Signature Date

Stand Assistant's Printed Name Stand Assistant's Signature Date

Stand Assistant's Printed Name Stand Assistant's Signature Date

Signature of parent or guardian Date
if Stand Assistant is age 18 or younger

Beth Cate, Corporation Counsel Date

Kathleen Mills President
Board of Park Commissioners Date

Paula McDevitt, Parks Administrator Date

2022 Bloomington Community Farmers' Market Contract
Value Added Foods Exhibit
(Exhibit A)

As additional consideration for the privilege to participate in the **2022** Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Value Added Foods Exhibit ("Exhibit"), which is made part of and incorporated into the **2022** Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Value Added Foods" are processed farm products made from raw ingredients in a licensed kitchen by the Vendor or, if required by law, at a processing facility containing a significant portion of Vendor-grown/raised/collected product, the specifics of which are detailed by category below (See Section III. 7.)
- II. Products from animals administered growth hormones, including but not limited to rBGH, may not be sold at Market.
- III. An initialed Value Added Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Value Added Foods at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
 2. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department (except for wine (see Section III. 7. E.)), without which the Contract and this Exhibit are not valid.
 3. The Vendor must prepare foods from scratch in a licensed facility (except meats (see Section III. 7. D.)).
 4. The Vendor must properly label goods for sale according to the regulatory body overseeing the Value Added Food items, including, but not limited to name of product, location of preparation, contents, net weight and date of processing.
 5. If the Vendor intends to prepare food at Market, the Vendor must obtain prior approval (based on the desirability of the food item and safety of setup) from the Market Manager.
 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.
 7. The Vendor must be in compliance with all applicable federal and state laws.
 8. Product meets the following additional requirements by type and category:
 - A. **Standard Value Added Foods (products like salsas, relishes, ciders, jams, jellies, etc.)**
 - a. All product that can be reasonably Vendor-grown/raised/collected must be.
 - b. The final product may contain up to 50% product by volume (excluding water) that is not Vendor-grown/raised/collected.
 - B. **Manufactured Grade Dairy Products**
 - a. All animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
 - b. The Vendor must process his or her own dairy products.
 - c. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.

- d. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
- e. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a manufactured grade milk and/or milk processor, prior to this Exhibit and the Contract being considered valid and prior to selling at Market.

C. Grade A Milk and/or Milk Products

- a. Some of the animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
- b. The Vendor must process his or her own dairy products.
- c. Any milk purchased for dairy products sold at Market must be sourced from Indiana dairies.
- d. The Vendor must produce at least as much milk from the Vendor's animals to equal the amount of liquid milk in dairy products sold at Market during the period of time the Vendor sells at Market.
- e. The Vendor must provide, prior to Vendor's Contract and this Exhibit being considered valid and for approval by the Market Manager, all sample documentation necessary regarding how records will be kept for on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources of purchased milk by **March 1, 2022**.
- f. The Vendor must maintain records and provide documentation to the Market Manager by **August 12, 2022** and again by **December 16, 2022** regarding on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources and volume of purchased milk.
- g. The Vendor utilizing milk from animals he/she did not raise must post a legible sign stating, "The milk in this dairy product is sourced from other Indiana dairies in addition to (name of farm's) own milk."
- h. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.
- i. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
- j. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a Grade A milk and/or milk products processor, without which the Vendor's Contract and this Exhibit are not valid.

D. Fresh/Frozen/Preserved Beef, Pork, Rabbit, Goat, Poultry, Lamb or Other Meats

- a. The Vendor must have grown, bred or raised all animals from which meat is sold at the Market.
- b. All animals must have been in the Vendor's immediate custody, care and control for at least 50% of the live weight or for twelve months at slaughter.
- c. Only product that has been prepared in a licensed, state-inspected facility may be sold at the Market. Preparation includes slaughter, packaging, labeling and

preserving. The product must have a “safe food handling” label on the package and be sold in the unaltered package it was placed in at the processing facility. Processing plant receipts may be requested for verification of producership.

- d. The final product may contain up to 20% product by volume (excluding water) that is not vendor-grown/raised/collected.
- e. The Vendor must maintain the product continuously in frozen/preserved condition or, if product is fresh, maintain continuously at a temperature of 41 degrees Fahrenheit or less, from the time it leaves the processing facility until it is sold at the Market.
- f. Poultry and rabbit slaughtered on farm and frozen may be sold under Home Based Vendor Foods Exhibit provided Vendor is in compliance with all terms outlined in said Exhibit.

E. Wine

- a. The vendor must raise all fruit used in producing the wine.
- b. Only closed container sales are permitted, no sampling or sales by the glass.
- c. The Vendor must abide by all state and federal alcohol sales rules, including no sales to minors.
- d. The Vendor must obtain and provide the City with a current copy of the Indiana Farm Winery license, without which the Vendor’s Contract and this Exhibit are not valid.

IV. The Vendor may be required to submit recipes for the Value Added Foods to the Market Manager for verification that they meet the specified requirements.

V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the Farmers’ Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Value Added Foods pursuant to the Vendor’s Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor’s Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor’s Contract with the City and this Exhibit or by any third party, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.

VI. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VII. This Exhibit is effective upon signature of the contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the **2022** Market Season, terminating at the close of the Market on **November 26, 2022**.

List all products intended to be sold under this Value Added Foods Exhibit:

If selling Standard Value Added Foods, list name and location of licensed kitchen:

If selling Manufactured Grade or Grade A Milk Products, list name and location of processing facility if different from the primary vendor's address:

If selling Meat, list name and location of processor:

Attach copies of all appropriate paperwork.

- Manufactured Grade Milk and/or Milk Products Processor Permit.
- Grade A Milk and/or Milk Products Processor Permit.
- Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- Indiana State Department of Health Wholesale Certificate of Registration
- Indiana Farm Wineries license from the Indiana Alcohol and Tobacco Commission.
- Additional Attachments - Please Specify _____

Primary Vendor's Printed Name

2022 Bloomington Community Farmers' Market Contract
Pet Foods Exhibit
(Exhibit B)

As additional consideration for the privilege to participate in the **2022** Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Pet Foods Exhibit ("Exhibit"), which is made part of and incorporated into the **2022** Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Pet Foods" means products that contain at least 90% vendor-grown/raised/collected product and are processed or prepared by the Vendor from the original condition.
- II. The Vendor must have grown/raised all animals from which pet food products are obtained. Products from animals administered growth hormones, including but not limited to RBGH, may not be sold at the Market.
- III. A signed Pet Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell pet food at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract.
 2. Vendor obtains and retains, during the term of this Contract and Exhibit, an Indiana Commercial Feed License from the State Chemist (<http://www.isco.purdue.edu>) in compliance with Ind. Code 15-19-7, the Indiana Commercial Feed Law, a copy of which is attached hereto and incorporated herein by reference, and without which the Vendor's Contract with the City and this Exhibit are not valid.
 3. Product must be labeled with a label approved by the State Chemist in compliance with Indiana Code 15-19-7-26 and 27, and include but not limited to the following information: species of pet for which the food is intended, net weight, guaranteed analysis, ingredient statement, moisture content and name and address of manufacturer. A sample copy of which is attached to this Exhibit and incorporated herein by reference and without which the Vendor's Contract with the City and this Exhibit are not valid.
 4. **If the Vendor intends to sell dairy products as pet foods, the following additional requirements must be met:**
 - A. The Vendor must have grown, bred or raised all animals from which dairy products are sold at the Market.
 - B. All animals must have been in the Vendor's immediate custody, care and control.
 - C. The Vendor must process his or her own dairy products.
 - D. The Vendor must prominently include on the label "Not Intended for Human Consumption."
 5. **If the Vendor intends to sell frozen or preserved beef, bison, elk, goat, lamb, pork, poultry, rabbit or other meats at the Market as pet foods, the Vendor must comply with the above-stated standards and initial each page of the Value Added Foods Exhibit and meet all the criteria laid out therein.**
- IV. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Pet Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- V. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or

compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VI. This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the **2022** Market Season, terminating at the close of the Market on **November 26, 2022**.

Please attach copies of all appropriate paperwork.

- Indiana Commercial Feed License.
- Sample of Labels.
- Additional Attachments - Please Specify _____

Primary Vendor's Printed Name

2022 Bloomington Community Farmers' Market Contract
Home Based Vendor Foods Exhibit
(Exhibit C)

As additional consideration for the privilege to participate in the **2022** Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Home Based Vendor Foods Exhibit ("Exhibit"), which is made part of and incorporated into the **2022** Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Home Based Vendor Foods" means non-potentially hazardous food products and frozen poultry and rabbit slaughtered on the farm that contain 100% vendor-grown/raised/collected product (except in the case of jams and jellies - see Section III. 2.) and fermented food (see Section III. 9.d.) and are processed or prepared by the Vendor at his/her primary residence, or on property owned or leased by the vendor.
- II. Vendor selling Home Based Vendor Foods is responsible for ensuring all products are "non-potentially hazardous food" and may be required to have an analysis completed to determine if a product in question is indeed a "non-potentially hazardous food" and provide a written report of said analysis.
- III. The following products are permitted for sale at the Market as Home Based Vendor Foods:
 1. Frozen/dehydrated fruits, vegetables, cultivated mushrooms and herbs
 2. Jams and jellies, canned or frozen, made from acidic fruits (sweeteners and gelling compounds may be added)
 3. Maple syrup
 4. Honey
 5. Sorghum
 6. Ground grains
 7. Vinegar
 8. Spices
 9. Fermented Foods, as long as the following requirements are met:
 - a. Vendor must use an appropriate percentage salt brine for the produce being fermented.
 - b. No acid may be added.
 - c. Product may not be hermetically sealed.
 - d. 95% of product must be vendor raised.
 10. Frozen Poultry, as long as the following requirements are met:
 - a. Vendor slaughters not more than 1,000 poultry during the calendar year.
 - b. Such poultry producer does not engage in buying or selling poultry products other than those produced from poultry raised on his own farm; and
 - c. None of such poultry moves in commerce outside Indiana (it all remains in Indiana after slaughter).
 11. Frozen Rabbit
- IV. A signed Home Based Vendor Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Home Based Vendor Foods at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and all applicable federal and state laws, including but not limited to Indiana Code 16-42.
 2. All processing and packaging must be done by the Vendor in compliance with Indiana Code 16-42-5-29(b) and pursuant to Indiana Code 16-42-5-29(b) (5) have proper labeling (or sign visibly displayed on table in the case of frozen or dehydrated produce), including the following:
 - A. The name and address of the producer of the food product.
 - B. The common or usual name of the food product.
 - C. The ingredients of the food product, in descending order by predominance of weight.
 - D. The net weight and volume of food product.
 - E. The date on which the food product was processed.
 - F. The following statement in at least 10 point type: "This product is home produced and processed and the production area has not been inspected by the State

Department of Health.” It is permissible for this statement to be displayed on the table next to any Home Based Vendor Foods.

- V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers’ Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Home Based Vendor Foods pursuant to the Vendor’s Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor’s Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor’s Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers’ Market Advisory Council.
- VI. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.
- VII. This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the **2022** Market Season, terminating at the close of the Market on **November 26, 2022**.

List all products intended to be sold under this Home Based Vendor Foods Exhibit:

Primary Vendor’s Printed Name

2022 Bloomington Community Farmers' Market Contract
Aquaculture Foods Exhibit
(Exhibit D)

As additional consideration for the privilege to participate in the **2022** Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Aquaculture Foods Exhibit ("Exhibit"), which is made part of and incorporated into the **2022** Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Aquaculture Foods" means aquaculture farm products grown/raised by the Vendor for a minimum of eighty (80) days.
- II. The following products are permitted for sale at the Market as aquaculture foods: fish and shrimp.
- III. An initialed Aquaculture Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Aquaculture Foods at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and is in compliance with all applicable federal and state laws.
 2. Only aquaculture foods that are raised in a state approved facility are permitted for sale.
 3. Aquaculture foods must be sold unprocessed, fresh and kept at 41 degrees Fahrenheit or below from the time it is harvested until the time they are sold or processed in a licensed kitchen and sold fresh and kept at 41 degrees Fahrenheit or sold frozen.
 4. No water and/or ice that comes into contact with aquaculture foods may be deposited or allowed to drain on Market premises.
 5. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department, which must be attached to this Exhibit, and which are incorporated to this Exhibit by reference, and without which the Exhibit and Contract are not valid.
 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling his/her product at Market.
 7. The Vendor must properly label goods for sale according to the regulatory body overseeing the aquaculture foods, including, but not limited to: name of producer, address of producer, phone number or email of producer, net weight and date of harvest.
- IV. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Aquaculture Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- V. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VI. This Exhibit is effective upon signature of the Contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the **2022** Market Season, terminating at the close of the Market on **November 26, 2022**.

List all products intended to be sold under this Aquaculture Foods Exhibit:

If selling processed fish or shrimp, list name and location of processing facility:

Attach copies of all appropriate paperwork.

- Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- Additional Attachments –
Please Specify _____

Primary Vendor's Printed Name

2022 Bloomington Community Farmers' Market Contract
Shell Egg (Not from Chickens) Exhibit
(Exhibit E)

As additional consideration for the privilege to participate in the **2022** Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Shell Egg (Not from Chickens) Exhibit ("Exhibit"), which is made part of and incorporated into the **2022** Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. An initialed Shell Egg Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell shell eggs (not from chickens) at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
 2. All animals from which the shell eggs are derived must be in the Vendor's immediate custody, care and control.
 3. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
 4. The Vendor must maintain shell eggs at 41 degrees Fahrenheit or less.
 5. Used egg cartons may only be used if relabeled with Vendor's name, address, pack date and expiration date.
 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.
 7. The Vendor must be in compliance with all applicable federal and state laws.
- II. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Shell Eggs pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- III. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.
- IV. This Exhibit is effective upon signature of the contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the **2022** Market Season, terminating at the close of the Market on **November 26, 2022**.

List type of animal from which the shell egg is derived:

Attach copies of all appropriate paperwork.

- Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.

- Additional Attachments - Please Specify_____

Primary Vendor's Printed Name

2022 Innovative Farm Arrangements Application **Bloomington Community Farmers' Market**

Please fill out both sides completely. Additional pages may be included if necessary.
Print or type all information clearly and submit to:

Clarence Boone, Farmers' Market Coordinator
City of Bloomington Parks and Recreation Department
P.O. Box 848 Bloomington, IN 47402

Applications must be received by Monday, February 21, 2022.

Applicant Information

Applicant Vendor (one name only): _____

Additional Vendor(s): _____

Number and Names of Farm Entities Involved: _____

Legal Status of Each Farm (i.e. sole proprietorship, LLC, etc.): _____

Primary phone () _____ Email _____

Innovative Farm Arrangements Introduction

In an effort to better fulfill its mission of supporting small farms and securing local food sources, the BCFM will consider requests from farms that have arrangements that do not fit within the established Farm Vendor Contract Section 2, "Eligibility of Vendors".

The factors that will be considered in determining if an "innovative farm arrangement" is approved will include, but is not limited to, the following:

- Vendor(s)/Farm(s) History with the Market.
- Farm(s) History of Relationship with Other Farm(s) Involved in this Application
- Legal Distinction Between the Farms Involved
- Product Distinction Between the Farms Involved
- Ability to Separate Earned Market Points

Following is the process for review:

- Applicant will submit the complete application by Monday, **February 21, 2022**.
- Staff will inform the Farmers' Market Advisory Council (FMAC) Chair, requesting the application be added to the agenda for the March meeting of the FMAC, if it is a new application. If same farmers submitted an application in the previous year and no substantial changes were made, staff have the discretion to approve it.
- FMAC or staff will inform applicant of the date, time and location of the FMAC meeting at which their application will be reviewed.
- FMAC will provide a recommendation regarding the application, either at the initial hearing of the request or the next scheduled meeting.
- Based on input from the FMAC, BCFM staff will make a final determination regarding the application and inform the applicant of that determination within a week of the recommendation from the FMAC.
- Staff will notify vendors of approved "Innovative Farm Arrangement" applications in the *Market Beet*.

Description of requested innovative arrangement including production locations, product at each location, farmer involvement and unique contribution to the local food system:

How does this arrangement diverge from what is allowed by the Farm Vendor Contract? :

History of the innovative arrangement:

Vendor Signature

Date

For Office Purposes Only: Received _____ Approved _____ Denied _____ Notification _____

2022 FARM VENDOR HANDBOOK



Farm Vendor Handbook

With Market Information & Guidelines

Table of Contents

Part I	Introduction	pages 1–2
	A–B Mission, Contact.....	page 1
	C Market Seasons and Sites.....	page 2
	D Farmers’ Market Advisory Council	page 2
	E <i>Market Beet</i> Newsletter	page 2
Part II	Who Can Sell, What Can Be Sold?	pages 3–7
	A Who Can Sell?	page 3
	B What Can Be Sold?.....	pages 3–7
Part III	How the Market Works	pages 8–23
	A What Type of Vendor Are You?	page 8
	B Vendor Point System	pages 8–9
	C Market Season Specifics.....	pages 9–14
	April Market	page 9
	May–October Market.....	pages 10–11
	Tuesday Market.....	page 12
	November Market.....	page 13
	Holiday Market.....	page 14
	D Gift Certificates and Market Bucks.....	pages 15–16
	E General Information.....	pages 16–21
	Vendor Behavior.....	pages 19–20
	Expectations.....	page 21
	F Appendix	pages 22–24
	Vendor Resources	page 22
	Map.....	pages 23
	Important Dates.....	page 24
	Forms Needed to Sell at Market	page 24



Part 1. Introduction

A. Bloomington Community Farmers' Market Mission

The Bloomington Community Farmers' Market mission is:

- To strengthen our local agriculture and food community by serving as a venue to nurture the direct, positive relationships between small farmers, food and beverage artisans and customers;
- To promote a safe and welcoming environment for all while enhancing and reflecting the City of Bloomington's diversity and encouraging multicultural awareness;
- To promote and improve food justice by implementing programs to increase access to Market product by low-income populations; and
- To improve local food security and community sustainability by fostering a resilient food supply.

B. Market Contact Information

Clarence Boone, Market Coordinator

City of Bloomington Parks and Recreation Department
401 N. Morton St., Suite 250
Bloomington, IN 47404
Office: (812) 349-3738
Fax: (812) 349-3705
Email: farmersmarket@bloomington.in.gov

Sarah Mullin, Market Supervisor

Office: (812) 349-3704
Email: mullins@bloomington.in.gov

Market day cell: (812) 327-7034

For more information on the Bloomington Community Farmers' Market including: special events, weekly entertainment and farm vendor contracts, email: farmersmarket@bloomington.in.gov or visit bloomington.in.gov/farmersmarket.

C. Market Seasons and Sites

April Market—Open every Saturday in April from 8 a.m.–1 p.m. at Showers Common, 401 N. Morton St.

May–October Market—The peak season market is open every Saturday May–September from 8 a.m.–1 p.m. and every Saturday in October from 9am–1pm at Showers Common, 401 N. Morton St.

Tuesday Market—Open every Tuesday, June–September, from 4 p.m.–7 p.m. at the Switchyard Park Pavilion, 1601 S. Rogers St.

November Market—The November Market is held the first three Saturdays in November from 9 a.m. until 1 p.m. at Showers Common.

Holiday Market—The Holiday Market takes place at Showers Common on the last Saturday of November from 10 a.m. until 3 p.m.

D. Farmers’ Market Advisory Council Welcomes You

The Farmers’ Market Advisory Council consists of eleven members—six representing Market vendors, and five representing customers. The Council acts in an advisory capacity to the Board of Park Commissioners and Park staff on policy matters relating to the Farmers’ Market. Contact the Advisory Council members through contact information listed on the website. Members of the public are welcome to attend Advisory Council meetings. Meetings are usually held at 5:30 p.m. on the third Monday of each month. It is advisable to check the website prior to each month’s meeting in case there has been a change.

E. *Market Beet* Newsletter

The *Market Beet*, the newsletter of the Bloomington Community Farmers’ Market, keeps Market vendors informed of issues, ideas and events important to vending at the Market and is published as needed. Vendors are added to the *Market Beet* mailing list once their contract is received. Please be sure to notify market staff of any email address updates.

Part II. Who Can Sell, What Can Be Sold?

A. Who Can Sell?

Vendors selected and approved to sell at Market must reside in Indiana and are expected to be consistently involved with and participate substantially in the production, including aspects like planting, cultivating, harvesting, and raising of goods permitted for sale at the Market. The ELIGIBILITY OF VENDORS section of the contract provides definitions to determine eligibility to vend. A primary mission of the Market is to support small farmers and these definitions provide clarification as to who is a small farmer.

Vendors who wish to sell at the Farmers' Market are required to submit a complete Farm Vendor Application and the accompanying \$20 fee to the Parks and Recreation office by Monday, February 21, 2022 if the vendor wants to reserve a space for the 2022 season. The information on these documents is public record. All vendors will be notified of either their accepted or denied application.

B. What Can Be Sold?

The Bloomington Community Farmers' Market provides a venue for selected producers to sell what they raise directly to the public. The Market staff reserves the right to verify that all goods are produced in Indiana by the vendor. Vendors should contact the Market Manager (at Market or via contact information on page 1) if there is reason to believe that a vendor is not producing the product they are selling at Market. Market staff will appraise the situation and determine the best course of action. Vendors must display legible price markers for goods offered for sale. All displayed product must be for sale, unless the item is a part of display materials. Vendors may only display signs, information and/or items at their stands that promote the products they are selling or that are directly related to their business.

GOODS PERMITTED FOR SALE

The following categories of products are permitted for sale: 1. Unprocessed Farm Products, 2. Plants, 3. Value-Added Foods, 4. Home-Based Vendor Foods, 5. Crafted Non-Food Farm Products, 6. Crafts, 7. Grown/Raised and Prepared at Market by Vendor, 8. Pet Foods, and 9. Aquaculture Foods.

In addition to distinct requirements for each category of product, the following considerations apply to all products sold at Market:

1) All of the non-native plant species listed on the Indiana Invasive Species Council plant list (at www.bit.ly/invasivelist) and all of their hybrids, cultivars and varieties, and any material produced by them are not permitted for sale at Market. It is the vendor's responsibility to become familiar with this list.

Trees: Norway maple (*Acer platanoides*), sawtooth oak (*Quercus acutissima*), Siberian elm (*Ulmus pumila*), and Callery pear (*Pyrus calleryana*)*

*some of the many cultivars of Callery pear include Bradford pear, Aristocrat, Cleveland Select, and Chanticleer.

Shrubs: Japanese barberry (*Berberis thunbergii*), autumn olive (*Eleagnus umbellata*), Russian olive (*Eleagnus angustifolia*), glossy buckthorn (*Frangula alnus* or *Rhamnus frangula*), common buckthorn (*Rhamnus cathartica*), privet (*Ligustrum obtusifolium* and *L. vulgare*), burning bush (*Euonymus alatus*), wineberry (*Rubus phoenicolasius*), and sericea lespedeza (*Lespedeza cuneata*).

Grasses: reed canary grass (*Phalaris arundinacea*), Phragmites (*Phragmites australis*), and Chinese maiden grass (*Miscanthus sinensis*).

Flowers: crown vetch (*Coronilla varia*), dame's rocket (*Hesperis matronalis*), Japanese knotweed (*Reynoutria japonica* or *Polygonum cuspidatum*), multiflora rose (*Rosa multiflora*), and purple loosestrife (*Lythrum salicaria*).

Vines: oriental bittersweet (*Celastrus orbiculatus*), Japanese hops (*Humulus japonica*), English ivy (*Hedera helix*), periwinkle (*Vinca minor*), wintercreeper (*Euonymus fortunei*), and moneywort or creeping Jenny (*Lysimachia nummularia*).

2) Product that is collected on public or private lands will be closely monitored. If collecting is done on public land, vendor must obtain all necessary permits. Collecting shall be done in a way that does not diminish the propagation of the resource. No threatened or endangered plants are permitted for sale.

3) Vendors wishing to sell cultivated fruits, vegetables or nuts, from perennial plants acquired at or near maturity that require ongoing care, must seek permission from the Market Coordinator.

4) Citations to guidelines regulated by entities other than the City of Bloomington are for reference purposes only and do not relieve the vendor from knowing the underlying provisions.

1. Unprocessed Farm Products

Unprocessed Farm Products are farm products that are not processed beyond harvesting, cleaning, drying and packaging. These products include: whole, uncut fruits and vegetables, herbs, nuts, cut flowers, seeds, whole grains, cultured mushrooms, wild collected mushrooms,* eggs,** and non-food animal products and plant material.***

Sprouts (generally defined as seeds germinated in water and both seed and sprout are eaten) and pokeweed, or other potentially hazardous, unprocessed farm products, are not permitted for sale. Microgreens and shoots (generally defined as young plants raised in a growing medium with the seed not being intended for consumption) are permitted for sale.

Community Supported Agriculture (CSA) boxed shares, which are sold in advance to subscribers, may be sold and/or distributed from vendor stands, but may only contain Market-eligible items produced by that vendor.

*Only the following wild-collected mushrooms are eligible for sale: Black Morel (*Morchella angusticeps*), Yellow, Grey, or Sponge Morel (*Morchella esculentoides*), Oyster (*Pleurotus ostreatus*), Smooth Chanterelle (*Cantharellus lateritius*), Common Chanterelle (*Cantharellus cibarius*), Peach Chanterelle (*Cantharellus persicinus*), Chicken of the Woods (*Laetiporus sulphureus*, *Laetiporus cincinnatus*), Hen of the Woods (*Grifola frondosa*), Hedgehog (*Hydnum repandum*), Lion's Mane (*Herinum erinaceus*), Turkey Tail (*Trametes versicolor*), and Reishi (*Ganoderma lucidum*). In order to sell these mushrooms, vendor must give prior notice to the Market Supervisor. Mushrooms must be inspected prior to sale by a qualified inspector chosen by the City of Bloomington at a cost to the vendor of \$5 per day on which mushrooms are inspected.

**If selling eggs, they must be kept at 41 degrees or less, and used egg cartons may only be used if relabeled with vendor's name, address, pack date, expiration date and grade. Eggs on display at temperatures above 41 degrees must be labeled "For Display Only" and may not be sold. If selling chicken eggs, vendor must obtain a current egg vendor license issued by the State Egg Board. Contact information is on page 22 in the "Vendor Resources" section. If selling shell eggs, not from chickens, vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department and have an initialed Shell Egg Exhibit attached to the Contract on file. This exhibit is available on our website.

***If selling compost, the vendor must comply with the National Organic Program standards for composting plant and animal materials found here: www.bit.ly/NOPcompost. The vendor must keep thorough records of all components and processes.

2. Plants

Plants (potted, in soil blocks, and bare-root) are permitted for sale with the following considerations:

1) For Annual Plants and Herb Plants (Annuals/Perennials):

- Must be grown by the vendor from seeds, cuttings or plugs.
- Purchased plant materials, other than seeds, must be grown on the vendor's premises for at least six weeks before they can be offered for sale at Market.

2) For Nursery Stock: Woody Stock, Houseplants and Perennials:

- Must be grown by the vendor from purchased seeds, seedlings, cuttings or stock, or from seeds, transplants or cuttings raised or taken by the vendor.
- Purchased plant materials, other than seeds, must be grown on the vendor's premises for at least eight weeks before they can be offered for sale at Market.

3) All containers must be utilitarian and not decorative.

4) Vendors selling any perennial plants should contact the Department of Natural Resources, Entomology Division to determine licensing and inspection needs. Contact information is on page 22 in the "Vendor Resources" section.

3. Value-Added Foods

Value-Added Foods are processed farm products made from raw ingredients in a licensed kitchen by the Vendor or, if required by law, at a processing facility. Value-Added Foods contain a significant portion of vendor grown/raised/collected product. Vendor must have an initialed Value-Added Foods Exhibit attached to the Contract on file and provide documentation of the all necessary permits, licenses, etc. Contact information for the Monroe County Health Department is on page 22 in the "Vendor Resources" section.

The following categories of Value-Added Foods are permitted for sale at the Market: 1. Standard Value-Added Foods (products like salsas, relishes, ciders, jams, jellies, etc.), 2. Manufactured Grade Dairy Products (products like cheese), 3. Grade A Milk and/or Milk Products (products like milk and yogurt), 4. Fresh/Frozen/Preserved Beef, Pork, Rabbit, Goat, Poultry, Lamb or Other Meats, and 5. Wine. Specific requirements for Value-Added Foods are detailed in the Value-Added Foods Exhibit. This exhibit is available on the market website.

4. Home-Based Vendor Foods

Home-Based Vendor Foods include some non-potentially hazardous processed farm products not requiring any permits. These products include jams and jellies (canned or frozen) made from acidic fruits; frozen/dehydrated fruits, vegetables and herbs; dried cultivated mushrooms; vinegar; maple syrup; honey; sorghum; ground grains; spices; fermented foods; frozen poultry; and rabbit. No baked goods are permitted for sale by farm vendors as Home-Based Vendor Foods.

Guidelines for Home-Based Vendor Foods

- 100% of product (with the exception of jams and jellies and fermented foods) must be vendor grown/raised/collected.
- All processing and packaging must be done by the vendor and have proper labeling.
- Vendors selling home-based vendor items are required to sign a Home-Based Vendor Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available on the market website.

5. Crafted Non-Food Farm Products

Crafted non-food farm products are agricultural products made with vendor-grown, raised and/or gathered products that are crafted. Five categories of items are permitted for sale and are detailed below:

- 1) Beeswax/beeswax candles made solely from wax from vendor apiaries and, in the case of candles, a wick.
- 2) Fleece, roving, and yarn made solely from fiber from vendor-raised livestock.
- 3) Bar soap, provided any plant material used in the crafting of the soap is vendor grown/collected (with the exception of plant-based oils such as olive oil or essential oils) and provided the other ingredients are grown/raised by vendor constitute at least 20% of soap by weight (e.g. milk, honey, other emollients). Soap must be labeled with the contact information for the farm, ingredients in order by weight prior to any process of production, and the weight of the bar. A rope or string may be added to bar soap.
- 4) Worm casting “tea” made from castings from worms and other farm products raised by the vendor.
- 5) Potting soil and soil amendments containing not less than 70% vendor-produced compost and which has ingredients listed by volume on the packaging.

6. Crafts

Registered crafts are permitted for sale in April, May, October and November. Vendors who sold at eight Markets in 2021 during the months of June through September are eligible to sell registered crafts during the months of April and May, 2022. Vendors who sell at eight Markets in 2022 during the months of June through September will be eligible to sell registered crafts during the months of October and November, 2022. All crafts must be registered and meet the following craft guidelines.

Craft Registration and Guidelines

- Prior to selling a craft, vendors must bring representative samples of each different type of craft item to Market staff. Items will be reviewed for compliance with the Craft Guidelines at that time. In most cases, Market staff will confirm the eligibility of an item on the day it is submitted, but consideration may extend for up to one week.
- All items must be original and handcrafted by the primary vendor, his/her immediate family (as defined in the vendor contract) or under the direction of the primary vendor.
- Items must be safe, have a reasonable life expectancy and exhibit quality craftsmanship.
- Balms and salves made from beeswax are permitted as long as the beeswax is vendor produced (plant-based oils and essential oils are not required to be vendor produced).
- In items made from or including minimally processed plant materials (e.g. flowers, herbs, vines, gourds, etc.), the plants must be vendor grown/collected.
- Items may not be made from commercial kits or plans, be made from molds not created by the vendor, contain a commercially made piece central to the design (unless it has been upcycled) or be made in a production facility.
- Items on display must be registered.

7. Grown/Raised and Prepared at Market by Vendor

Preparing food at Market is permitted following the guidelines below.

- Preparation of food at Market requires prior approval (based on desirability of food item and safety of setup) from staff. A limited number of farm vendors will be given permission to prepare foods at Market.
- All foods prepared at Market must meet the guidelines specified for Value Added Foods except requiring that foods be prepared in a licensed facility.

8. Pet Foods

Pet Foods are farm products made from raw ingredients, almost all of which are produced by the vendor. These products include dairy products and fresh/frozen/preserved meat or other processed agricultural or livestock products. Vendors selling pet foods are required to sign a Pet Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available from Market website.

9. Aquaculture Foods

Vendors selling Aquaculture Foods, including fish and shrimp, are required to sign an Aquaculture Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available on the market website.

Part III. How the Market Works

A. What Type of Vendor Are You?

There are two categories of Farm Vendors: Reserved Space Vendors and Day Space Vendors.

Reserved Space Vendors are vendors who claim the same space for the entire Market season by paying a fee in advance. Each vendor is limited to one reserved space unless otherwise assigned. No portion of the prepaid fee for the reserved space will be refunded after the beginning of the Market season unless the Market is suspended, in which case vendors will be reimbursed for their reserved space fee, pro rata based on the number of weeks the Market is not open. Vendors who cancel their space reservations prior to the beginning of the season will be charged a \$20 administrative fee. If, for reasons outside the City's control, reserved spaces become unavailable on a particular Market Day, the Market Supervisor will attempt to reassign those spaces.

Day Space Vendors rent spaces available each Market day (see "Market Season Specifics" on pages 9–14 for guidelines in utilizing these spaces). Payment is due on the day of reservation.

Relocation of Vendors: Notwithstanding the vendor point system, the City retains the right at its sole discretion to relocate vendors for reasons of public safety and/or to protect the efficient physical functioning of the Market.

B. Vendor Point System

A point system is used to reward vendors who have participated in the Market the longest and most consistently. The system is based on the number of seasons of participation and the number of days of attendance. The same system is used for the Saturday Market and Tuesday Market; however, points for the four Markets (April, May–October, November, and Tuesday) are kept separate. Vendors participating in the Holiday Market will earn one point for each year's participation. Each Market day, a vendor must occupy and be prepared to sell from a vending space for 1½ hours during Market hours to be counted in attendance and be eligible to earn points.

Vending spaces are reserved prior to the season based on the following system: vendors with the most points select their spaces first. Space reservations will be made using the total number of points earned at the end of the previous season.

Points are earned and controlled by the primary vendor. Market attendance points are calculated as follows:

1. Two points per season for vending during a given season will be awarded to vendors who have participated in the Market in any of the three "recent seasons" (either the current season and the two prior seasons if Market is underway, or the three previous seasons if the Market has not yet opened for the year).
2. Also, for Market seasons beginning in 1983 up to the "recent seasons," a vendor receives one point for each season she/he sold at Market.
3. Additionally, vendors who participated in the Market during any of the three "recent seasons" will receive 0.2 points for each day the vendor sold during those seasons. For the Saturday Market, May–October, a maximum of 4.4 points can be earned (22 days) for daily attendance.

In the event the primary vendor no longer vends at Market, points may be given to additional vendors for the years they were on the contract or in the case of “immediate family” for the years they were “immediate family” as defined in the farm vendor contract. In the event that the contracted vendors develop a spin-off vendor, points accumulated by the primary vendor in that space will either have to be divided among the contracted vendors, or the primary vendor will receive all the points. Vendors who have not sold at Market in more than five years will lose all points.

The vendor point system continues to be renewed annually and may be subject to adjustments as deemed warranted and/or necessary.

C. Market Season Specifics

APRIL MARKET

The Market runs each Saturday in April from 8 a.m. until 1 p.m. Reservations for April reserved vending spaces are made at the Space Reservation meeting on Thursday, March 10, 2022.

For information regarding coming and going, please refer to ENTERING AND EXITING THE MARKET in May–October information on page 10.

Stand Information for the April Market

- The intention is to use the B, C and D shelters as well as any small vending spaces for the reserved spaces.
- Space assignments will be based on April Market points earned.
- Vendor must occupy a reserved space by 7:30 a.m. on Market day or give up all rights to the space for that day.
- Day spaces will be available on a first-come, first-served basis. A map indicating which spaces are unreserved in April will be available in advance of the first Market and from the Market Supervisor.
- Unused, reserved spaces will be available on a first-come, first-served basis, as well. Vendors wishing to access these spaces need to sign up upon arrival at Market on the dry erase board attached to the Market shed. The Market Supervisor will notify them of the availability of those spaces at 7:30 a.m.
- After 8 a.m., vendors may utilize, for price of booth fee, the adjacent, unused spaces.
- Large vending spaces are approx. 9' × 26'. in size and small vending spaces are approx. 9' × 8' in size. Vendors’ setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

Rental Fees for the April Market

Vending Space	Reserved Price	Day Price	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the space reservation meeting. **Youth price applies only if all vendors on contract are 16 years of age or younger.
Large Space	\$110	\$22	
Large Senior*/Youth** Space	\$80	\$16	
Small Space	\$70	\$14	
Small Senior*/Youth** Space	\$55	\$11	

MAY THROUGH OCTOBER—PEAK SEASON MARKET

The peak market runs every Saturday, May–October. Hours: May–September—8 a.m. until 1 p.m. and October—9 a.m. until 1 p.m. (except on June 18, when the Market hours are 8 a.m. until noon to accommodate The Taste of Bloomington). Reservations for May–October reserved vending spaces are made at the Space Reservation Meeting on Thursday, March 10, 2022.

Reserved space vendors are required to notify Market staff in person, by email—farmersmarket@bloomington.in.gov—or by phone—(812) 349-3738—before 5 p.m. Friday, or via the Market cell phone—(812) 327-7034—prior to 6:30 a.m. Saturday, if they will not be utilizing their space on a given Market day. If vendor does not notify Market staff in advance of an absence, it will be assumed vendor is not attending Market until notification of his/her attendance is received, and his/her space may in subsequent weeks be utilized as a day space.

Entering and Exiting the Market

In April–September, in order to alleviate congestion in the Market lot, trailers over 12' in length are required to either be parked in a vendor space or unloaded and removed from the Market by 7 a.m.

Early Vehicle Exit Spaces: Sixteen vending spaces have been designated “Early Vehicle Exit” spaces. Only vendors occupying the “Early Vehicle Exit” spaces are allowed to exit the Market site, with a Market staff escort, in motorized vehicles between 9:30 a.m. and 12:30 p.m. (April–September) and between 10:30 a.m. and 12:30 p.m. (October). The Market Supervisor will determine whether or not it is safe to leave.

Procedures for exiting the Market at 1 p.m.: The Market Supervisor will sound a whistle at 1 p.m. indicating vehicle traffic is permitted only for vendors removing their vehicles from the Market. The Market Master will indicate to waiting vendors when space allows for vehicles to enter the Market (vehicles only will be permitted first, followed by vehicles with trailers in tow).

In November, all vendor vehicle traffic is permitted upon the whistle at 1 p.m.

Procedures for entering and exiting the Market may be modified if conditions warrant.

Stand Information for the May–October Market

- Reservations for vending spaces are made in advance of the opening of the Market season at the space reservation meeting. Each vendor may only reserve one vending space unless otherwise assigned.
- Day spaces are available on a weekly basis.
- Vendors must occupy a day (if already assigned) or reserved space by 7:30 a.m. in May–September and 8:30 a.m. in October, or give up all rights to the space for that day.
- Vehicles not parked within a large vending space need to be removed from the lot by 7:30 a.m. in May–September and 8:30 a.m. in October, unless the vendor is accessing an unused, reserved vending space that was reassigned at 7:30 or 8:30, respectively.
- Large vending spaces are approx. 9' × 26' in size and small vending spaces are approx. 9' × 8' in size. Vendors' setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

Accessing Day Spaces in MAY–SEPTEMBER

Vendors interested in participating in the initial distribution of these spaces should park their vehicles outside the Market and report to the Market staff at the Market shed by 7 a.m.

Vendors who do not have a space will select one space first, followed by vendors interested in accessing a second space, and then vendors interested in more than two spaces. Space assignments in the 7 a.m. pool will be based on the number of points earned by the vendor as of the space reservation meeting for the 2022 season.

Vendors interested in accessing day spaces, arriving after 6:30 a.m., should place their name and space preference on the dry erase board attached to the Market shed. Once all vendors in the 7 a.m. pool have received their spaces, spaces will be assigned to vendors arriving after 7 a.m. in order of arrival.

In the event all designated spaces are occupied, the Market staff may assign “Overflow” small vending spaces in locations that do not interfere with customer walkways, current vendor spaces and emergency access. These spaces may be smaller than 9' x 8' and can only be utilized by vendors occupying a single stand. Every effort will be made to find space for all interested vendors.

Accessing Day Spaces in OCTOBER

Vendors interested in participating in the initial distribution of these spaces should park their vehicles outside the Market and report to the Market staff at the Market shed by 8 a.m.

Vendors who do not have a space will select one space first, followed by vendors interested in accessing additional spaces, with no limit on the number of spaces they may select. Space assignments in the 8 a.m. pool will be based on the number of points earned by the vendor as of the 2022 space reservation meeting.

Vendors interested in accessing day spaces, arriving after 8 a.m., should place their name and space preference on the dry erase board. Once all vendors in the 8 a.m. pool have made their space selections, spaces will be assigned to vendors arriving after 8 a.m. in order of arrival, with no limit to the number of spaces they may select.

Rental Fees for the May–October Market

Vending Space	Reserved Price	Day Price	
Large Space	\$572	\$22	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the space reservation meeting.
Large Senior*/Youth** Space	\$416	\$16	
Small Space	\$364	\$14	**Youth price applies only if all vendors on contract are 16 years of age or younger.
Small Senior*/Youth** Space	\$286	\$11	

TUESDAY MARKET

The Tuesday Market runs each Tuesday, June–September from 4 p.m.–7 p.m. at Switchyard Park on the brick plaza north of the Pavilion building, 1601 S. Rogers St.

Reserved space vendors are required to notify Market staff in person, by email—farmersmarket@bloomington.in.gov—or by phone—(812) 349-3738 before 5 p.m. Monday, or via the Market cell phone—(812) 327-7034—prior to 3 p.m. Tuesday, if they will not be utilizing their space on a given Market day. If vendor does not notify Market staff in advance of an absence, it will be assumed vendor is not attending Market until notification of his/her attendance is received, and his/her space may in subsequent weeks be utilized as a day space.

Entering and Exiting the Market

At 3 p.m. and 7 p.m., the Market Supervisor will coordinate entry to and exit from the Market. No vehicle traffic will be permitted during Market hours (4–7 p.m.)

Stand Information for the Tuesday Market

- Reservations for reserved vending spaces will be made at a meeting with the date, time, and location to be determined. Each vendor is limited to one reserved 10' x 10' vending space, unless otherwise assigned.
- Day vending spaces are available on a first-come, first-served basis.
- Vendors’ setup must be within the boundaries of their space, although vendors’ tents or other shelters may extend in front of their space(s) to allow for adequate shading of their product.
- Vendors may not begin setting up until 3 p.m. Vendors must occupy a reserved space by 3:30 p.m. on Market day or give up all rights to the space for that day.

Vendor Parking for the Tuesday Market

There is ample parking available for vendors in the immediate vicinity of the Market.

Rental Fees for the Tuesday Market

Vending Space	Reserved Price	Day Price	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the space reservation meeting. **Youth price applies only if all vendors on contract are 16 years of age or younger.
10' x 10' Space	\$221	\$13	
10' x 10' Senior*/Youth** Space	\$187	\$11	

NOVEMBER MARKET

The November Market is held the first three Saturdays in November from 9 a.m. until 1 p.m. To reserve a space, reservation forms need to be returned by the last market day in September. Space Reservation Forms for the November Market are available from Market staff.

Entering and Exiting the Market

Proceeding to and from the Market in November is the same as during May–October (see page 10), with the following exception: All spaces are early exit spaces. Early exits may be made between 10:30 a.m. and 12:30 p.m. with a Market staff escort.

Stand Information for the November Market

- The intention is to use the B and C shelters as well as any small vending spaces for the reserved spaces. The setup may be adjusted, depending on the number of reservation forms received.
- Space assignments will be based on November points earned (with previous May–October points used as a tie breaker) and space availability.
- Vendors must occupy a reserved space by 8:30 a.m. on Market day or give up all rights to the space for that day.
- Day spaces will be available on a first-come, first-served basis. Vendors will receive a map by the last market in October indicating which spaces are day spaces in November. No space reservation form is necessary for day spaces.
- Unused, reserved spaces will be available on a first-come, first-served basis, as well. Vendors wishing to access these spaces should sign up on the dry erase board at the Market shed when they arrive, and the Market Master will notify them of the availability of those spaces at 8:30 a.m.
- After 9 a.m., vendors may utilize adjacent, unused spaces for day space booth fee.
- Large vending spaces are approx. 230 sq. ft. in size and small vending spaces are approx. 70 sq. ft. in size. Vendors’ setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

Rental Fees for the November Market

Vending Space	Reserved Price	Day Price	
Large Space	\$66	\$22	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the space reservation meeting.
Large Senior*/Youth** Space	\$48	\$16	
Small Space	\$42	\$14	**Youth price applies only if all vendors on contract are 16 years of age or younger.
Small Senior*/Youth** Space	\$33	\$11	

HOLIDAY MARKET

The Holiday Market is the last Saturday in November from 10 a.m. until 3 p.m. To reserve a space, space reservation forms need to be returned by the last market date in September. There will be no day spaces available. Space Reservation Forms for the Holiday Market are available from Market staff.

Entering and Exiting the Market

Proceeding to and from the Holiday Market is the same as during the May–October Market (see page 10), except that vendors must occupy their space by 9:30 a.m. and may not exit the Market until 3 p.m.

Stand Information for the Holiday Market

- The intention is to use the large spaces in the A, B, C, and D shelters for farm vendors. If you prefer the small vending spaces in the middle of the Market, those may be available for reservation as well (please note small vending space preferences in the special request section of the space reservation form). The setup may be adjusted depending on the number of space reservation forms received.
- Space assignments will be based on Holiday Market points earned (with previous May–October points used as a tie breaker) and space availability.

Additional Information Specific to Selling at the Holiday Market

Vendors earn one point for each year in attendance at the Holiday Market.

Rental Fees for the Holiday Market

Cost is \$30 per farm vending space.

D. Gift Certificates and Market Bucks

Gift Certificates

Market customers can purchase Market Gift Certificates, vouchers which are valued at \$5 or \$20 each, good toward the purchase of products at the Market. Any product offered by participating vendors is eligible. Customers can purchase gift certificates during Market hours in the atrium or in the Parks and Recreation office in City Hall, Monday–Friday from 8 a.m.–5 p.m. Gift certificates are good for one year from the date of issue. **Vendors may give change for gift certificate purchases.**

Market Bucks—Supplemental Nutrition Assistance Program (SNAP)

Market Bucks improve access among low-income populations to fresh, local food while increasing the customer base for Market vendors. During Saturday Market hours, in the City Hall atrium, and during Tuesday Market hours, at the Market Information Table, food assistance recipients can exchange the electronic SNAP benefits on their Hoosiers Works cards for Market Bucks (vouchers valued at \$3 each). The Market Bucks can be spent with participating farmers and prepared food vendors for allowable foods.

Market Bucks Allowable and Non-allowable Foods

Allowed foods include fresh fruits and vegetables, meat, eggs, dairy products, bread and other baked goods, cereal and edible grains, packaged foods not intended for on-site consumption, and plants or seeds which will produce food for the SNAP user's consumption. Packaged coffee and tea may be purchased, but not brewed coffee or tea prepared for on-site consumption.

Disallowed products include foods sold hot or prepared for on-site consumption, wine, any hot or cold prepared beverages, any food purchased with the intent of reselling and any non-food items.

Accepting Market Bucks at Your Booth

Once the customer has made his/her selection, the vendor will verify the eligibility of the selected products, tally the prices and inform the purchaser of the total. In the event that the purchase does not equal an amount divisible by three, the customer may elect to pay the additional amount, or may add or subtract items in order to equal a three dollar increment. **No money may be given as change or exchanged for Market Bucks.**

Gift Certificates and Market Bucks Participation

Vendors are encouraged to participate in the Gift Certificate Program/SNAP (GCP/SNAP) offered by the Market. Vendors who have no SNAP-eligible products, and therefore cannot accept Market Bucks, can still participate in the Gift Certificate Program by following the same steps listed below.

In order to participate, all vendors must: 1) Indicate on the Market application their intention to participate, 2) fill out and return, or have on file, a W-9 form and a City of Bloomington Vendor EFT form, included in the Training Guide, which will be provided, and 3) read the GCP/SNAP Farmer/Food and Beverage Artisan Vendor Training Guide. Gift certificates come in \$20 or \$5 increments. Monetary change can be given to customers after purchase.

Redeeming Gift Certificates and Market Bucks for Payment

Once W-9 and EFT forms have been processed, vendor will receive a Vendor Card. Present this card along with Gift Certificates and Market Bucks at the time of redemption. You may redeem these vouchers on Saturdays in the atrium from 9 a.m.–12:30 p.m. and at Tuesday Market. At the Holiday Market, redemptions may be turned in at the Market Information Table from 10 a.m.–3 p.m.

The vendor will receive a redemption receipt and will be forwarded payment from the City of Bloomington within a few weeks.

All Gift Certificates and/or Market Bucks should be submitted at Market no later than the Holiday Market. In the event that a vendor does not redeem Gift Certificates and/or Market Bucks by the Holiday Market, the Market Manager may be contacted for possible redemption.

E. General Information

Food Safety on the Farm

Food safety starts on the farm. Market staff can provide you with a handout summarizing farm food safety information. It is vitally important to practice safe food handling on your farm to help protect public health, as well as your family, business and livelihood.

Health and Safety Requirements

All items intended for human consumption must be kept out of direct contact with the asphalt at all times and be in safe and sound condition. The vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. Glass containers used for display purposes must be properly secured. Animals are not permitted in the Market, as defined by the paved area of Showers Common and the Market B-Line Café. City of Bloomington will continue to follow health and safety guidelines with respect to COVID-19 precautions.

Sampling Product

Vendors interested in offering samples of their products should see the Market Supervisor for Sampling Guidelines. City of Bloomington will continue to follow health and safety guidelines with respect to COVID-19 precautions.

Equipment and Supplies

Each vendor must supply his/her own tables or other display equipment. Umbrellas or other weather protection devices are supplied by the vendor and must be securely anchored. The vendor is solely responsible for damages or personal injury resulting from the use thereof. Prior approval is required for any heat-producing devices. Vendors will be required to adjust their setup if it is determined to be unsafe by Market staff.

If selling items by weight, the Vendor must use an N.T.E.P. certified scale which is legal for trade. This scale will be subject to periodic inspection by the Monroe County Department of Weights and Measures. Some produce items are limited by what ways they can be sold. Please contact the Monroe County Department of Weights and Measures to learn about the legal method of sale for the most common fruit and vegetable items. Contact information is on page 22 in the “Vendor Resources” section.

Indiana Sales Tax

Plants, crafts and other non-food items sold in Indiana are subject to sales tax. Vendors should apply for a Registered Retail Merchant's Certificate (RRMC). A business tax application (BT-1) must be filed through the Indiana Department of Revenue along with a registration fee. RRMCs must be renewed every two years.

Vacating the Market Site

On Saturdays, excluding the Holiday Market, vendors must vacate the premises, including the removal of all personal items and equipment, by 2 p.m. (with the exception that vendors' vehicles may remain in the Showers Common lot). On Tuesdays vendors must vacate the premises, including the removal of all personal items and equipment, by 7:30 p.m.

Farmers' Market Nutrition Program

The Farmers' Market Nutrition Program (FMNP) is a USDA-funded program managed by the Indiana State Department of Health. The FMNP has two components: 1) For Women, Infants and Children (WIC) program participants and 2) for low-income seniors. Participants in the FMNP are provided with vouchers which can be used to purchase fresh fruits and vegetables from participating vendors. Vendors with qualifying products (fruits and vegetables) are strongly encouraged to participate. Vendors must register with the FMNP Coordinator prior to participating in this program. See "Vendor Resources" on p.21 for contact information or ask a market staff member to help you.

Organic Certification

The Indiana Department of Agriculture Organic Resource Guide is available online. Visit www.ams.usda.gov/nop for more information, including a list of USDA-accredited certification agencies. Federal law, which went into effect in 2002, requires that any grower with sales over \$5,000 calling their product organic, must be certified organic by a USDA-accredited agency. Growers with gross sales less than \$5,000 may call their product organic as long as they sign an affidavit to that effect and comply with all other USDA rules.

ATM Machine

There is an automated teller machine located in City Hall on the first floor, between the accessible men's and women's restrooms.

Severe Weather and Market Suspension and Cancellation Policy

In the event of thunder, lightning, high winds, tornado, hail or other severe weather at the Market site, it is recommended that participants take shelter on the lower level of City Hall. In the case of heavy rain, thunder or lightning, if you cannot take cover in the building, then move to an enclosed vehicle with a metal roof and closed windows, taking care not to touch the metal frame of the vehicle until the threat has passed.

The Monroe County emergency sirens sound with a steady tone in the event that the National Weather Service has issued a tornado warning for the county or if emergency personnel have sighted a funnel cloud or tornado. At the time of the siren sounding, the Market Supervisor will alert Market patrons that the lower level of the City Hall is the safest nearby location and to seek shelter until the threat has passed. The tornado siren will sound for 5 minutes, but the cessation of the siren does not necessarily mean that the threat of a tornado has passed. Market staff will notify participants in City Hall when it is safe to return to the Market.

In the event there is sustained adverse weather or a potential natural disaster, it may necessitate a decision to suspend or cancel the Market. In making that decision, the safety of our vendors and customer is always at the forefront of our judgement. Prior to such a decision, consultation will take place with appropriate City safety staff and/or county agencies such as the Monroe County Office of Emergency Management, or the National Weather Service.

Vendor Profiles on Market Website

Farm Vendors and Food and Beverage Artisans are invited to submit information and a photo for an online profile page on the Market website: bloomington.in.gov/farmers-market. The profiles give Market customers a chance to learn more about your farm and/or business, growing practices, available product and contact information. The City reserves the right to control any content submitted to ensure it is appropriate for the City website and consistent with the City's objectives and goals.

To establish a profile submit an online application. The link to the online application is available on the website. Profile information is due by April 4, 2022. Updates to existing profiles will only be made once a year, during the application period, unless a major life event occurs that makes the profile inaccurate.

City's Rights

The City retains its rights to terminate the Market, or to change the times, dates, locations and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes and cancellations to all vendors. In the event of Market suspension or termination, vendors will be reimbursed for their Reserved Space Fee, pro rata based on the number of weeks the Market is not open.

VENDOR BEHAVIOR

Commitment to the City of Bloomington's Values and the Market's Mission

The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the Bloomington Community Farmers' Market Farm Vendor Contract, vendors shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Vendors acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against vendors or their stand assistants at the Market. If a vendor or stand assistant believes that a City employee engaged in such conduct at the Market towards the vendor and/or any of its stand assistants, the vendor may file a complaint with the Market Coordinator 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 at the Market.

Complaint Policy and Process:

Maintaining a supportive, respectful, and welcoming atmosphere at the Bloomington Community Farmers' Market is critical to the overall success of the market. Professional conduct is expected at all times. Yelling, swearing, or other harassing or threatening behavior in person or via electronic media will not be tolerated. This type of behavior may result in expulsion from the Bloomington Community Farmers' Market. Vendors who are expelled from the Market may appeal the decision to the Farmers' Market Advisory Council or Board of Park Commissioners, depending on the infraction.

Market management cannot effectively act on rumor or anonymous, vague, or untimely complaints about the conduct of others. All complaints by a vendor against another vendor must be submitted in writing to the Market Manager. Unsigned complaints will not be addressed. Complaints must be signed by individuals with direct knowledge of facts and events. Market management will strive to handle all complaints as efficiently, fairly, and discreetly as possible.

- All complaints by a vendor against another vendor must be submitted in writing to the Market Manager within 14 days of the incident in question. Complaints by or about customers must also be submitted in writing.
- Consultation with knowledgeable individuals such as Monroe County Health Department officials, Human Rights Commission, Bloomington Police Department or other local experts may be needed in the evaluation of complaints.
- Market management will investigate the allegations regarding vendor farms and/or products within 21 days. This may include an inspection visit to the accused vendor's farm or production site.
- The complainant and alleged violator may be asked to agree to attend a joint meeting if the Market Manager determines this would be useful in resolving the situation. The purpose of such a meeting would be to clarify policies, determine whether and to what degree there was a violation, and to determine what disciplinary action, if any, is appropriate.

- All investigations will be done directly and privately. At the conclusion of the investigation, a summary finding will be placed in the market files and given only to parties involved. However, the complaint and all records of the investigation and sanctions are public records subject to disclosure pursuant to Indiana Law.
- The Market Manager and City of Bloomington Parks and Recreation representatives have full authority to interpret, implement, and enforce policies. Violation of these rules is cause for imposing sanctions up to and including expulsion from the Market.

Identify Your Space

Vendors must display a sign at their stand identifying their name, or the name of their farm or business.

Smoking and Vaping

Smoking and vaping are prohibited within the Market, as defined by the paved area of Showers Common, the Market B-Line Café, and the fee area of Info Alley during Market hours or on the Showers Plaza during events.

Tape on Shelters

Do not tape anything to the shelters.

Electricity

There are a few electric outlets located in the Market (see map on page 23). Vendors located next to an outlet may utilize the electricity for themselves and/or allow other vendors access. Extension cords may not cross frequently traveled customer paths. Generators are not permitted.

Excess Produce

The Market partners with the Farm 2 Family Fund to collect extra farm products at Saturday and Tuesday Markets. These products are distributed to local food pantries. More information about these opportunities will be available from market staff in the Spring.

Compost

Any produce you may have that is too damaged to donate to the Food Bank must be removed from the Market. Do NOT place compost in the trash cans.

Space Clean-Up

Clean up your area prior to leaving the Market. Dustpans and brooms are available in the Market shed for your use.

Dumping Water

Be considerate of vendors downstream, and pour excess water out on the plants in the landscaped areas.

Landscaping Carts

Landscaping carts are available on a first-come, first-served basis at the Market shed to assist you in moving produce and supplies in and out of the Market. After using, please return carts to the Market shed.

Vehicles and Trailers

Vendors must work together when maneuvering vehicles through the Market. In particular, vendors unloading and removing vehicles (especially vehicles with trailers) from the Market must do so in a timely manner and in a way that does not unreasonably disrupt the vendor vehicle traffic flow in to and out of the Market. Detailed information on trailers in the Market is found on page 10.

EXPECTATIONS

What the City expects from Vendors:

Vendors and their stand assistants shall not be discourteous, disrespectful or dishonest to anyone with whom they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market .

It is expected that day stall vendors and their stand assistants pay their fees on the day of reservation and use reasonable judgement in determining the length of time their booth is supervised.

Conduct at the Market on the part of a vendor or stand assistant that the City deems to be contrary to the provisions of the Vendor Contract, the Market Handbook or any Market rules may result in administrative action in accordance with the provisions of the Vendor Contract, including but not limited to suspension or ejection from the Market and/or future Market events. Vendors may appeal an adverse administrative action in accordance with paragraph 6 of the Bloomington Community Farmers' Market Farm Vendor Contract.

Vendors shall notify the Market Coordinator or Supervisor immediately of any unsafe conditions.

Vendors shall cooperate with the City to take all reasonable measures to ensure that the Market remains a welcoming, inclusive and safe venue.

Vendors may not engage in political or religious activities at the Market, except for Info Alley.

What Vendors expect from the City

The City shall treat vendors and their stand assistants with courtesy, respect and honesty.

The City provides the Market as a location for producers to sell what they grow or create. Vendors understand that by providing the Market, the City is making no guarantee of the number of customers or the volume of business.

F. APPENDIX

VENDOR RESOURCES

Department of Natural Resources, Entomology Division

402 W. Washington St., Room 290W
Indianapolis, IN 46204
(317) 232-4189
www.in.gov/dnr/entomolo

Indiana State Department of Health Farmers' Market Nutrition Program

Legita Wilson
2 N. Meridian St. 5E
Indianapolis, IN 46204
lwilson2@isdh.in.gov
(800) 522-0874
www.in.gov/isdh/24776.htm

Monroe County Department of Weights and Measures

119 W. Seventh St.
Bloomington, IN 47404
(812) 349-2566
www.co.monroe.in.us

Monroe County Extension Office

3400 S. Walnut St.
Bloomington, IN 47401
(812) 349-2575
www.ag.purdue.edu/counties/monroe

Monroe County Health Department— Food Safety

Nicole Wagner
119 W. Seventh St.
Bloomington, IN 47404
(812) 349-2543
www.co.monroe.in.us

State Egg Board

Poultry Science Building, Purdue University
125 S. Russell St.
West Lafayette, IN 47907
(765) 494-8510
www.ansc.purdue.edu/ISEB

City of Bloomington Human Rights Commission

Bloomington City Hall
401 N. Morton St., Suite 220
Bloomington, IN 47404
(812) 349-3429
human.rights@bloomington.in.gov

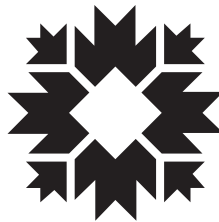


IMPORTANT DATES IN 2022

- **Thursday, March 10, 2022—*May–October and April Market Space Reservation Meeting and Mandatory Vendor Meeting*** All vendors wishing to vend in 2022 should plan on attending.
** Meeting date and involvement may change due to COVID-19 protocols.
- **Monday, February 21, 2022—*Farm Vendor Application*** needs to be on file if reserving a space at the time of the space reservation meeting. Vendor contracts and payment are due March 21, 2022.
- **Friday, April 1, 2022—*Online and paper Vendor Profile*** submissions for the Market website due.
- **Saturday, September 24, 2022—*November Market and Holiday Market Space Reservation Forms*** need to be turned in at Market or to the Parks and Recreation Office.

FORMS NEEDED TO SELL AT MARKET

- **Farm Vendor Application**—All vendors selling at Market must have this form on file by the deadline listed above.
- **Farm Vendor Contract**—All vendors selling at Market must have this form on file prior to first day of selling at the market.
- **Exhibits to the Contract**—Any vendor selling Value-Added Foods, Home-Based Vendor Foods, Pet Foods, Shell Eggs (not from chicken), or Aquaculture Foods must have the appropriate Exhibit on file and any additional paperwork required by the different regulatory agencies, which is specified on each Exhibit, by the deadline listed above.
- **November and Holiday Market Space Reservation Forms**—Any vendor interested in reserving a space for one of these Markets must turn in reservation forms by the deadline listed for each above.
- **City of Bloomington W-9 and Vendor EFT Forms**—Any vendor accepting Gift Certificates and/or Market Bucks (see pages 15–16) must have these forms on file.

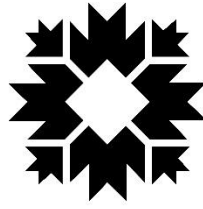


CITY OF BLOOMINGTON
Parks and Recreation



**Bloomington Community
Farmers' Market**

bloomington.in.gov/farmers-market



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-14
Date: 1-20-2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Mullin, Community Gardening Specialist
DATE: **January 25, 2022**
SUBJECT: **REVIEW AND APPROVAL OF 2022 COMMUNITY GARDENING AGREEMENT TEMPLATE**

Recommendation

Staff recommends approval of the 2022 Community Gardening Agreement Template.

Background

The purpose of this Agreement is to outline the responsibilities of any person who rents a garden plot at any of our three community garden sites (at Winslow Woods, Butler and Switchyard Parks).

In 2021, a total of 241 plots were available for rent, and all plots were rented. We also offered monthly pop-up classes to gardeners during the peak season, and classes to the general public in the fall. Many gardeners expressed gratitude for having access to a safe, healthy outdoor activity during the continued pandemic.

Changes that have been made to the contract in 2022 include updates to registration limits so that: multiple plot rentals are not available before May 1, with an exemption for at least this season for returning gardeners from 2021 who rented multiple plots (Section 1); and so that anyone who rents additional plots after May 1st understands that the rental is for the current season only (Section 1)

Other changes include updating language related to use of the compost bins for items from the gardens only (Section 9), and updating language related to the non-potable water at Switchyard Park community garden (Section 10).

We anticipate the changes also will allow more members of the community to access to the community gardens, and clarify some expectations.

RESPECTFULLY SUBMITTED,

Sarah S. Mullin

Sarah Mullin, Community Gardening Specialist

Gardener to keep p. 1-4 of this agreement for reference.

Garden and Plot #(s) --

2022 CITY OF BLOOMINGTON COMMUNITY GARDENING PROGRAM GARDENER AGREEMENT

In order to participate in the 2022 City of Bloomington Parks and Recreation's Community Gardening Program (CGP) at the Willie Streeter Community Gardens at Winslow Woods, 2120 S. Highland Ave., Butler Park Community Gardens, 812 W. 9th St., or Switchyard Park Community Gardens, 1611 S. Rogers St., the gardener(s) agree(s) to the following by reading and signing below:

1. REGISTRATION

Returning gardeners in good standing from last season will be offered a two week window prior to open registration, where they have exclusive access to rental of the same plot(s) they gardened in 2021. During open registration, all unrented plots will be made available to the public on a first-come, first-served basis. (This includes new gardeners and returning gardeners in good standing). To be "in good standing," a gardener must not have any outstanding maintenance fees or have had their plot reclaimed due to lack of maintenance last year.

In an effort to ensure all who want to participate in the community gardens have an opportunity, rental limits have been updated. Returning gardeners from 2021 who rented multiple plots will be exempt from this clause and their multiple plot rental, in accordance with limits set in the 2021 Gardener Agreement, will be honored at least through the 2022 season. All returning gardeners who rented single plots in 2021 and any new gardeners will be limited to one plot per household prior to May 1. After May 1, additional plots may be rented, based on availability with the understanding that additional rentals will be available for the current season only. Any unreserved garden plots will be seeded in cover crops and unavailable to rent after August 1.

Gardeners register and pay for garden plots in the current season only. Fees are used to offset direct costs of the CGP. **No refunds on garden plots will be given unless the space is unused and can be assigned to another gardener. No refunds on abandoned garden plots will be given. Any refunds will be subject to a \$10 fee to cover administrative costs.**

2. CONTACT INFORMATION AND COMMUNICATION

Contact the CGP staff by email at communitygardens@bloomington.in.gov, by phone at (812) 349-3704, or in-person during posted and scheduled, weekly work days at the gardens. Email is the primary method of contact used by staff to communicate with gardeners. In certain cases, if staff cannot get in touch with the primary gardener, their plot may be reclaimed. Gardeners without access to email must indicate this on the CGP Registration Form. Notification of change of contact information must be given to Parks and Recreation by emailing or calling CGP staff within one week of making such a change.

3. GARDENING SEASON

Peak Season - The CGP peak season runs from the 2nd Monday in April through October 31. Weather and other unforeseen factors may delay the opening of the gardens or portions of a garden. Gardeners will be notified via e-mail and signs posted at the gardens if the opening is delayed. Maps showing rented plots with the last name of the gardener will be posted on the shed at each site and all garden plot numbers will be marked on a wooden stake located in each plot. **Gardeners are responsible for maintaining their plot as soon as the gardens are open for the season or immediately upon rental (if renting after 2nd Monday in April).** By Memorial Day, there should be marked progress toward a productive garden. This progress should include: at least half the plot under cultivation; plants established and cared for; path maintenance is carried out; weeds are being managed, etc. (see Section 5). If a rented plot does not show progress toward a productive garden by

Memorial Day, it may be reclaimed and offered to someone else. The peak gardening season ends on October 31. All gardeners must have their plots cleared of all annual plants (see off-season exceptions below) and weeds and mulched (with leaves, straw or established cover crop) by this date. If the plot does not meet these requirements, the plot may be reclaimed and fees assessed. (See Section 5).

Off Season - The off-season is defined as November 1 through the 2nd Monday in April **or** upon the plot being rented by another gardener on or after February, 2023. Gardeners may choose to continue the use of their plot into the off-season provided that their plot is cleared of all weeds, all annual plants that are not cold-hardy, and that their plot is mulched and in full compliance of this agreement by October 31st. In addition, gardeners wishing to continue use of their plot into the off-season, must notify CGP staff in writing by October 15th. If staff is not notified, the plot may be cleared after October 31st. Before planting in the early spring of next season (prior to the 2nd Monday in April), the gardener must first renew their plot registration and notify CGP staff in writing.

In certain instances, plots may need to be taken out of rotation at the end/beginning of a season by CGP management to maintain the overall health of a garden. If this occurs, every effort will be made to replace that plot with a similar plot while maintaining the gardener's returning status.

4. GARDENING PRACTICES - SUPPORTING SOIL HEALTH

In an effort to improve soil health and support environmental resilience, **all plots at all 3 garden sites are designated as organic plots and no plots will be tilled.** This means that the gardeners who rent plots agree to adhere to organic practices as defined in the CGP document entitled *Organic Method Guidelines*, available on our website. This also means that cultivation of the soil is up to the gardener. Garden staff will provide educational materials on no/low till gardening. Since no plots are tilled, all gardeners are permitted to garden during the off-season (November-April) provided that they meet the criteria above (see section 3).

5. MAINTENANCE

Garden Plots and Pathways - Gardeners must consistently maintain their plot throughout the garden season. **Regular maintenance includes: regular weeding, harvesting ripe produce, and removing all spent or diseased plants. Gardeners are also responsible for maintaining the woodchip paths adjacent to their plot(s) by keeping them weeded, and refreshing with chips as needed.** All paths, whether wood chips or turf, must be kept free of overgrowing plants, gardening supplies and equipment. CGP staff will provide wood chips for path maintenance. Gardeners are responsible for making arrangements for weeding, watering, and harvesting in their absence. Gardeners unable to utilize or maintain their plot(s) and paths in the way described above, must contact CGP staff immediately. If contacted, CGP staff may be able to find a temporary solution until a gardener is able to continue maintaining the plot and paths.

Unmaintained/Abandoned Plots - CGP staff will contact gardeners renting unmaintained plots by email, unless another form of communication is indicated on the registration form. Those gardeners will be given two weeks from the initial email/communication attempt to comply with all requirements described in this agreement. If the gardener does not comply by the end of this two-week period, the plot will be considered abandoned and the gardener will give up the privilege to participate in the CGP for the remainder of the 2022 season and the primary gardener may be charged a maintenance fee (\$60 for each large plot and \$30 for each small plot or raised bed). Additionally, any participating gardener who gives up their plot under these circumstances will be limited to the rental of one plot in the next season and may not rent that plot until May 1. If a gardener addresses a two week maintenance request by the deadline, but subsequently leaves the plot unmaintained, the second maintenance request will have a one week deadline. A third request will have a 3 day deadline. Any further maintenance issues will result in immediate reclamation of the plot. CGP staff have the discretion to extend these deadlines if extenuating circumstances exist. **If plots have invasive or seeding weeds, CGP staff have the right to enter the plot and remove the plants for the collective benefit of the gardens.**

6. TURNING IN PLOTS/END OF SEASON

Gardeners can finish gardening and turn in their plot to CGP staff at any time. This means clearing the plot of all plant material and mulching or establishing a cover-crop on the plot in such a way that it requires no further attention until the following season. This must be completed by October 31 (See off season exceptions in Section 3). If a gardener sufficiently maintains/clears, and mulches/cover crops their plot such that CGP staff does not need to do anything to the plot for the rest of the season, the gardener will be considered in good standing and may renew the same plot the following year. Gardeners must notify the CGP staff in writing/via email when turning in their plots any time prior to the end of the season, October 31. Any gardener leaving a plot so that CGP staff has to care for it in any way, may be charged a maintenance fee (see above) billed to the primary gardener and may be subject to the same restrictions as for an unmaintained or abandoned plot.

7. GARDEN HOURS

The gardens are open for use daily from dawn until dusk during gardening season.

8. TOOLS, TRELLISING AND OTHER MATERIALS

Gardeners are permitted to store tools, watering cans, or other materials they use in the regular maintenance of their plot during peak gardening season, as long as they are stored within the boundaries of their plot. Trellising, stakes, cages and other hardscaping materials are permitted for use, as long as the items are kept within the boundaries of that gardener's plot(s) and are utilized within two weeks of being placed in those plot(s). All items must be stored in a way that does not collect water for a period of time long enough to provide a habitat for mosquitoes. The CGP is not responsible for missing/stolen tools or materials left on plots.

Communal tools are available for use during posted open shed hours. Tools are available on a first come, first served basis. Gardeners must clean and return tools to the storage shed in an orderly manner after use and prior to the end of open shed hours.

9. COMPOSTING

Non-invasive plant material from garden plots may be composted in the bins provided at each garden. Signs will be posted indicating into which bins materials should be placed. All invasive weeds/plants must be promptly removed from the garden premises by the gardener and may not be placed in the compost (See Section 12 for invasive plant information). Gardeners must not place any materials in the wooded areas at any garden. **Compost bins are for items from CGP gardens only.**

10. WATERING/HOSES

Water spigots are located at each garden site. When using hoses, gardeners must be careful not to damage other garden plots. When finished watering, turn off water at the source, untangle and neatly coil the hose on the hose hanger next to the spigot. Gardeners should notify staff if hoses are in need of repair.

Water from the spigots at Switchyard Park is sourced from a rain catchment system and is considered non-potable. Water from the large tank at Switchyard Park is sourced from City hydrants, but is still considered non-potable due to its storage. Gardeners should not drink or wash hands with this water.

11. GATES/FENCING

Gardeners must close and latch the gates of the tall deer fenced perimeter when entering and exiting the gardens. CGP staff will do their best to keep the perimeter fence patched and will make every effort to deter small animals such as rabbits from entering, however, it is not possible to exclude every animal from the garden. Please notify staff if you encounter pests or nesting wildlife.

12. RESTRICTED AND PROHIBITED PLANTS

Cane fruit (raspberries, blackberries, etc.), grapevines, fruit trees, and other woody perennials are not allowed. Invasive plants including, but not limited to, *Artemisia vulgaris*/mugwort, wandering mint species, comfrey, and any plant that multiplies in such a way (by seed, rhizome, etc.) as to overtake the plot/soil as a nuisance specimen will not be allowed. The CGP staff will, at their discretion, determine if plants are problematic, invasive, or otherwise prohibited by the State of Indiana, and therefore not appropriate for culture in a community gardening setting. Refer to the CGP document entitled *Restricted and Prohibited Plants* for more information.

13. TRASH

Gardeners must promptly remove any trash they generate, including empty plant pots and trays, from the garden area and dispose of it properly.

14. PETS

Pets are not allowed inside the fence at any garden sites due to food safety concerns and as a courtesy to other gardeners.

15. THEFT AND DAMAGE

Gardening in a public park comes with some risk. Gardeners should report any theft, vandalism, suspicious behavior or activity in the garden areas to CGP staff immediately. No person is permitted to remove anything from plots not rented by them. The City of Bloomington Parks and Recreation Department and staff, acting on behalf of the City, are not responsible for any damage to garden spaces, theft of produce or personal belongings in the vicinity of the gardens or elsewhere.

16. LIABILITY AND INDEMNIFICATION

The undersigned is an adult program participant, or is the parent or legal guardian of a program participant. The undersigned hereby states that s/he understands the activities that will take place in this program, and that the program participant is physically and mentally able to participate in this program. The undersigned recognizes, as with any activity, there is risk of injury. In the event that the program participant sustains an injury in the course of the program, and the City of Bloomington Parks and Recreation Department is unable to contact the appropriate person(s) to obtain consent for treatment, the City of Bloomington Parks and Recreation Department and/or its employees or volunteers are authorized to take reasonable steps to obtain appropriate medical treatment. The program participant and/or his/her parent or legal guardian shall be responsible for the cost of such treatment. The undersigned agrees to release, hold harmless, indemnify and defend the City of Bloomington, the Bloomington Parks and Recreation Department, its employees, agents, and assigns, from any claims including, but not limited to, personal injuries or damage to property caused by or having any relation to the activities covered by this contract, even if arising from the negligence of releasees. It is understood that this release applies to any present or future injuries and that it binds the undersigned, undersigned's spouse, heirs, executors and administrators. The program participant may be photographed and videotaped while participating in Parks and Recreation activities, and consent is given for the reproduction of such photos or videos for advertising and publicity.

17. LAW AND VENUE

This Agreement shall be interpreted and construed according to the laws of the State of Indiana and the venue of any dispute shall be Monroe County Circuit Court, Indiana.

18. POTENTIAL COVID-19 LIMITATIONS

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 gardeners of any such termination and the reasons therefore in writing.

Gardener to sign and return this page with registration form.

Garden and Plot #(s)_____

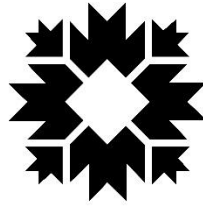
I, the undersigned, have read the City of Bloomington Parks and Recreation's Community Gardening Program Gardener Agreement and understand all of its terms. I agree with its terms and sign it voluntarily.

Primary Gardener, Printed Name	Primary Gardener, Signature	Date
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Parent or Guardian, Printed Name if Gardener is age 17 or younger	Parent or Guardian, Signature	Date
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Beth Cate, Corporation Council		Date
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Paula McDevitt, Director		Date
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CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-3
Date: 1/19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Haylie Pryson, Community Events Specialist
DATE: **January 25, 2022**
SUBJECT: **COMMUNITY EVENTS SPECIALIST INTRODUCTION**

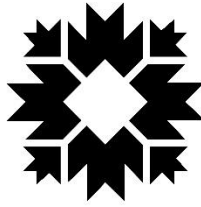
My name is Haylie Pryson, and I am so excited to be stepping into the Community Events Specialist position with the City of Bloomington Parks and Recreation! I am originally from Jackson, Michigan and completed my undergraduate degree in Secondary Education at Eastern Michigan University. During my years at EMU, I gained experience planning events while serving various executive board positions in an honorary music organization, Kappa Kappa Psi. During my undergraduate degree, I spent a summer working full time as a cabin leader for a children's residential camp in Washington state. In this position, I gained experience working with younger children and programming events and activities.

Before moving to Bloomington, I was located in Seattle, Washington. While in the Pacific Northwest, I was working full time as a Crew Leader with EarthCorps, a non-profit organization that focuses on environmental restoration in the Puget Sound region. Through this position, I was able to lead a cohort of young adults that planted over 13,000 native plants and restored many miles of land through control of non-native species.

As a new resident in Bloomington, I look forward to exploring the many things that this city has to offer. I know that this position will be a great way to connect with many community members, and create opportunities for meaningful connections for them as well.

RESPECTFULLY SUBMITTED,

Haylie Pryson, Community Events Specialist



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-2
Date: 1/19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: January 25, 2022
SUBJECT: **RESOLUTION 22-01 APPROPRIATING PARKS NON-REVERTING EXPENDITURES FOR THE 2022 FISCAL YEAR.**

Recommendation

Staff recommends the Board of Park Commissioners appropriate Parks Non-Reverting Operating Fund not otherwise appropriated for the 2022 fiscal year, as set forth in Section 1 of Resolution 22-01.

Background

Expenditure amounts for each Non-Reverting Fund are based on 2021 actual expenditures and Division Director's estimates of program activities for 2022.

RESPECTFULLY SUBMITTED,

Paula McDevitt, Administrator

RESOLUTION 22-01

**A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS
OF THE CITY OF BLOOMINGTON SPECIFICALLY
APPROPRIATING PARKS NON-REVERTING FUND
EXPENDITURES NOT OTHERWISE APPROPRIATED**

**BOARD OF PARK COMMISSIONERS
City of Bloomington, Indiana**

WHEREAS, funds will be made available for appropriation in the Parks Non-Reverting Operating Fund as a result of fees, charges, donations and grants monies collected; and,

WHEREAS, Indiana Code 36-10-5-2 allowed the creation and 36-10-4-16 authorizes the appropriation and expenditure of such funds; and,

WHEREAS, said funds were not appropriated as part of the annual budget of the Bloomington Board of Park Commissioners,

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners that:

Section I: For the expenses of said Board the following additional sums of money are hereby appropriated and ordered set apart from the fund herein named and for the purposes herein specified, subject to the laws governing same, for the Fiscal Year January 1 to December 31, 2022:

Administration	\$12,800
Health & Wellness	\$4,005
Marketing	\$5,350
Aquatics	\$57,517
Frank Southern Ice Arena	\$88,282
Golf Services	\$136,759
Natural Resources	\$81,710
Youth Services	\$69,137
Twin Lakes Recreation Center	\$1,030,024
Community Events	\$226,834
Adult Sports	\$78,513
Youth Sports	\$9,791
Benjamin Banneker Community Center	\$2,560
Operations	\$48,175
Switchyard Park	\$27,557
Urban Forestry	\$6,350
2020 Summer Food Service Grant	\$34,000
2020 MCCSC Grant	\$33,791
TOTAL	\$1,195,155

Section II: This resolution shall be in full force and effect from January 26, 2022 after its passage by the Board of Park Commissioners of the City of Bloomington.

PASSED AND ADOPTED at a regular meeting thereof on this 25th day of January, 2022 by the following roll call vote:

Ayes:

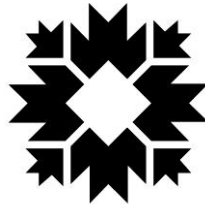
Noes:

Absent:

Kathleen Mills, President

ATTEST:

**Paula McDevitt
Administrator**



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-3
Date: 1/19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: January 25, 2022
SUBJECT: AGREEMENT WITH BCM FOR CRESTMONT TRAILER PLACEMENT

Recommendation

Staff recommends approval of an agreement with BCM, LLC for the placement of a construction trailer at Crestmont Park until as long as July 31, 2024. This is a zero-dollar agreement.

Background

The Bloomington Housing Authority (BHA) has contracted with BCM, LLC to complete major renovations at Crestmont over the next two years. BHA and BCM have collectively asked the Parks Department if putting a storage trailer on Crestmont Park Property to assist with the renovation efforts would be acceptable; this agreement lays out the location, duration, and responsibilities/liabilities of doing so. BCM will be entirely responsible for the trailer and for site restoration at the end of this agreement. The trailer will be placed in a location that has minimal impact on park operations and use.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

2022-January

**AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON PARKS DEPARTMENT AND
BCM, LLC
FOR THE PLACEMENT OF A CONSTRUCTION TRAILER
AT CRESTMONT PARK**

THIS AGREEMENT is entered into by and between the City of Bloomington City of Bloomington Department of Parks and Recreation, acting through its Board of Park Commissioners (“the City”) and BCM, LLC (“BCM”).

WHEREAS, the City owns a parcel of real estate commonly known as Crestmont Park; and

WHEREAS, BCM has been contracted by the Bloomington Housing Authority (“BHA”) to perform construction services at BHA-owned apartments in the area; and

WHEREAS, BCM, LLC and the BHA have requested that a 40-foot construction trailer be parked adjacent to the Crestmont Park parking lot on 13th St. for the duration of the construction project; and

WHEREAS, the City and CBU wish to formalize the delineation of these responsibilities and costs through this Agreement.

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

Article 1. Terms and Conditions

- 1.1 Term of Agreement** This Agreement is effective upon the date of execution first indicated above and shall last through July 31, 2024. This agreement may be renewed for an additional six-month period through mutual written agreement of both parties.
- 1.2 Use of Space** BCM hereby is permitted the use of space in Crestmont Park, just west of the parking lot on 13th St (the “Space”), for use to park a 40-foot long construction trailer. The City shall not charge rent to BCM during the term of the Agreement. The trailer will be parked in a north-south fashion along the western edge of the parking lot as shown in Exhibit “A.”
- 1.3 BCM Responsibilities**
 - a. BCM will be solely responsible for the appropriate and safe setup, care, condition, maintenance, and security of the trailer and its associated property throughout the duration of this agreement.
 - b. BCM is responsible for coordinating, maintaining, and paying for any utilities required for the trailer.

- c. During the duration of this agreement, BCM will be responsible for keeping a clean and safe work site around the trailer. The trailer may be accessed through the parking lot but parking spaces are to remain open and available for park users at all times. The City may request specific cleanup of the site at any time.
- d. BCM shall take photos of the area before the construction trailer is installed to show the existing condition of the sidewalk, parking lot, and turf area. Upon the conclusion of this agreement, BCM will restore the site to preexisting conditions within 30 days, which may include asphalt or sidewalk repair and turf restoration. Specific requirements for turf restoration, including seed mix and erosion control requirements, should be coordinated through Tim Street, Operations and Development Division Director for the City.
- e. BCM agrees to indemnify, hold harmless, and make the City whole for any injury, damage, or loss to property caused in whole or in part by use of the Space.

Article 2. Cooperation

The City and BCM agree to cooperate to the best of their abilities to mutually effectuate the terms of the Agreement without disruption to the other party. The parties agree to meet on occasion to resolve any issues that may arise regarding the Agreement.

Article 3. Termination

In the event of a substantial failure to perform in accordance with the terms of this Agreement by the City or BCM, 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. Either party may terminate this agreement without cause, and without further liability by giving not less than 60 days prior written notice.

Article 4. Insurance, Liability Waiver, Indemnification and Hold Harmless

The City shall not have any obligation to insure BCM or the property maintained in the Space against loss, damage, theft, or destruction of any kind. BCM hereby agrees to indemnify and hold harmless the City against any and all claims of liability for loss or damages to BCM's property including but not limited to theft, collision, fire, acts of god, weather, and construction arising out of BCM's use of the Space under this agreement.

Article 5. 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 6. 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 7. Assignment

BCM shall not assign any rights or duties under this Agreement without the prior written consent of the City. 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 8. Third Party Rights

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

Article 9. 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 10. Notices

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

City:	BCM, LLC:
City of Bloomington	BCM, LLC.
Attn: Tim Street	Attn: Kelby Cumpston
401 N. Morton, Suite 250	666 Dundee Road, Suite 1101
Bloomington, Indiana 47402	Northbrook, IL 60062

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between the parties to the Agreement.

Article 11. Intent to be Bound

City and BCM 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 12. Integration and Modification

This Agreement, including any and all Exhibits incorporated by reference, represents the entire and integrated agreement between City and BCM. This Agreement 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.

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

CITY OF BLOOMINGTON

BCM, LLC

Beth Cate, Corporation Counsel

Michael Cornell, President

CITY OF BLOOMINGTON
PARKS AND RECREATION

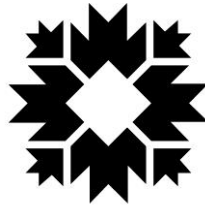
Paula McDevitt, Director

Kathleen Mills
President, Board of Park Commissioners

EXHIBIT A

The red box indicates the location for the BCM construction trailer at Crestmont Park.





CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-4

Date: 1/19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: Jan. 25, 2022
SUBJECT: AGREEMENT WITH MARSHALL SECURITY & INVESTIGATIONS FOR 2022
PARKS SECURITY PATROLS

Recommendation

Staff recommends approval of a contract with Marshall Security and Investigations to provide security patrols at Switchyard Park and throughout other parks in 2022.

The amount is not to exceed \$278,821 and will be funded from 176-18-G21005.

Background

In mid-2021, MSI was engaged to provide security services at Switchyard Park – and a few months later security patrols were expanded to include the B-Line Trail and other “core” parks, including Seminary Park, Building Trades Park, RCA Park, Peoples Park, Miller Showers Park, Crestmont Park, and WHB Park. Parks staff have been pleased with the security patrols, and have noted a steady decrease in incident reports: July – 126; August – 99; September – 38; October – 28; and November – 5. While a decrease in incident reports may also be partially attributable to a seasonal decrease in the use of Parks, overall the presence of security has been welcomed by park patrons, staff, and BPD.

To that end, in December 2021 Parks issued a request for proposals and MSI was the responsive bidder. An addendum was issued to continue security services for January, while this new contract will cover February through the end of the year. Security services being contracted for 2022 include:

2022-January

Switchyard Park	Other Parks
<ul style="list-style-type: none"> - Two officers - 6:30pm-5am daily (holidays may affect some hours) - Vehicle patrols with scan check-ins at various locations - Live incident reporting to Parks staff - \$169,134.00 of total contract. 	<ul style="list-style-type: none"> - One officers - 6am-1am daily, March 14-November 21 (holidays may affect some hours) - Vehicle patrols with scan check-ins at various locations - Live incident reporting to Parks staff - \$109,687.00 of total contract.

RESPECTFULLY SUBMITTED,



Tim Street, Operations and Development Division Director

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
MARSHALL SECURITY LLC
FOR
2022 SECURITY SERVICES**

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

WITNESSETH:

WHEREAS, the Department wishes to provide security services in parks in 2022; and

WHEREAS, the Department requires the services of a professional Contractor in order to provide professional security officers as outlined in the Scope of Work (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

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

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed two hundred seventy-eight thousand eight hundred twenty-one dollars (\$278,821.00) at a rate of \$23.00 per hour for each security officer provided. 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

The term of this Agreement shall be one year, commencing on the effective date. This Agreement may be renewed for three additional one year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

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.

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

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

Article 11. Ownership of Documents and Intellectual Property

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

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During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all

employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

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

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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.

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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	Marshall Security
Attn: Tim Street	Jeff Nesbitt
401 N. Morton, Suite 250	2520 W 3 rd St
Bloomington, Indiana 47402	Bloomington, IN 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

MARSHALL SECURITY, LLC

Beth Cate, Corporation Counsel

Jeff Nesbitt, Owner

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

1. All security officers will wear consistent and marked uniforms furnished and paid for by the Vendor. Uniforms will be clearly marked with “Security” and the security company logo.
2. Vendor will be notified by the City of the exact start and end date and time of necessary shifts. Security patrols will be divided into two categories: Switchyard Park and Parks and Trails.

Switchyard Park	Parks & Trails
Provide two unarmed uniformed security officers, with appropriate vehicle, to patrol Switchyard Park daily from 6:30pm-5am from February 1, 2022 to December 31, 2022 (including holidays except for Thanksgiving Day and Christmas Day).	Provide one unarmed uniformed security officer, with appropriate vehicle, to patrol identified parks and trails daily from 6 a.m. to 1 a.m. (including holidays) beginning at 6 a.m. on March 14, 2022 and ending at 1 a.m. on November 21, 2022.
The entirety of Switchyard Park is to be patrolled throughout the duration of identified security shifts.	The primary locations to be patrolled regularly include: <ul style="list-style-type: none"> - Seminary Park - B-Line Trail - Building Trades Park - RCA Park - Butler Park - Crestmont Park - Miller Showers Park - Waldron, Hill, and Buskirk Park - People’s Park Parks and Recreation staff may communicate with the Vendor regarding security needs at other parks throughout the year.
Contact: Hsiung Marler, General Manager, Switchyard Park	Contact: Tim Street, Operations Director, Bloomington Parks and Recreation

Exact hours may be subject to change throughout the year based on need.

3. Security officer(s) shall arrive on site with enough time to begin their patrol by the start of their shift.
4. Security officer(s) shall bring all supplies needed to remain at their post for the duration of their shift.
5. Security officer(s) must maintain a courteous and professional demeanor, remaining attentive at all times to employees and public.
6. Vendor must notify Bloomington Parks in the event of any missed shifts, absences, or other issues preventing the ongoing provision of security patrols.

7. Security officer(s) will be required to contact the Bloomington Police Department for assistance if the situation warrants. The safety of the employees and the public is the first priority.
8. City will provide Vendor with a written copy of the park rules and regulations. Vendor shall employ appropriate tactics to consistently and professionally enforce the rules and regulations.
9. Security officer(s) shall be unarmed for the duration of their shift.
10. Vendor will provide a method for security officer(s) to check in at regular patrol locations listed above, providing evidence of presence and times patrolled. This can be tracked electronically or via another proposed method. A recording and reporting system should also be utilized to track incidents, damage, and other concerns. Reports should be filed and available to Parks staff by the completion of each shift regarding security issues, incidents, damage, vandalism, and other concerns.
11. Security officer(s) will be responsible to lock restroom facilities during evening patrol hours, ensuring no one is inside the restroom when the restrooms are locked. This includes restrooms at Switchyard Park, Butler Park, RCA Park, and Building Trades Park.
12. Vendor will provide a vehicle for Switchyard Park and an additional vehicle to patrol the other locations listed above. Vehicles that operate on public roads must be certified and safe to do so. UTVs and other small vehicles should be utilized on trails. Except in an emergency, all vehicles should remain on roads and trails throughout parks to minimize damage to the facilities. Drivers must always be cautious of and deferential to park and trail users.
13. Vendor will provide cell phone number(s), a radio, or other means to get in touch with the shift supervisor or security officer(s) in the event of an immediate need.

EXHIBIT B

“Project Schedule”

Services will be provided between February 1, 2022 and December 31, 2022.

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____.

Contractor

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

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: C-5
Date: 1/19/2022

Administrator
Review/Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: **January 25, 2022**
SUBJECT: **AGREEMENT WITH ARSEE ENGINEERS FOR DESIGN OF REPAIRS TO WALDRON, HILL, AND BUSKIRK PARK STAGE**

Recommendation

Staff recommends approval of an agreement with Arsee Engineers for the design of repairs to the Waldron, Hill, and Buskirk Park stage.

The contract is not to exceed \$7,500 and will be funded from 201-18-189001-53990.

Background

Arsee Engineers performed an inspection on the Waldron, Hill, and Buskirk Park stage in late 2021 after cracking was noticed on the concrete masonry unit columns. After the results of the inspection were received in December, Arsee was further engaged to provide a design proposal for the safe and effective repair of the stage. This contract will allow Arsee to complete the design and prepare construction documents for the repairs, which hopefully will be completed in late spring.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

2022-January

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

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

WITNESSETH:

WHEREAS, the Department wishes to make repairs to the Waldron, Hill, and Buskirk stage; and

WHEREAS, the Department requires the services of a professional Contractor in order to engineer, design, and create construction documents for the repair (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

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

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed seven thousand five hundred dollars (\$7,500). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
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.

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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.

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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.

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

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

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

NAME OF CONTRACTOR

Beth Cate, Corporation Counsel

Philip R. Savich, Professional Engineer

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

ARSEE ENGINEERS
CLIENT ORIENTED – BY DESIGN

**SINCE
1968**

Frederick A. Herget, PE Daniel M. Calabrese, PE Andrew P. Langferman, PE,SE
Scott A. Jones, PE,SE Matthew D. Kilgour, PE Gary D. Linard, PE
Allen R. Pulley Albert C. Kovacs, PE Laura E. Metzger, PE
John A. Seest, PE Bryan R. Wilson, PE Philip R. Savich, PE

December 29, 2021

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

Re: The Waldron, Hill and Buskirk Park
 Bandstand Column Wrap Repair Drawings

Tim:

We propose to provide engineering services for the subject project. We have been asked to develop repair drawings to address the cracking in the concrete masonry unit column wraps. These repairs will be based on the recommendations contained in our report dated December 9, 2021. Based on our previous conversations, we propose to perform the following scope of work:


- Generate repair documents for the removal and replacement of the two concrete masonry unit column wraps at the front of the stage. The intent is to match the existing appearance.
- Assist in the bidding process including attendance at a Pre-Bid Meeting and issuing Addenda if necessary.
- Perform Construction Admin Services such as answering Contractor questions, reviewing shop drawing and product submittals, and visiting the site up to two times during the course of construction.

We propose to perform our work for a lump sum fee of \$7,500. This includes all reimbursable expenses and can be further broken down as follows:

Construction Documents	\$4,000
Bidding	\$1,000
<u>Construction Admin</u>	<u>\$2,500</u>
	\$7,500

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

Sincerely,



Philip R. Savich
Professional Engineer

EXHIBIT B

“Project Schedule”

All work is to be completed by December 31, 2021.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Arsee Engineering, Inc.

By: _____
Signature

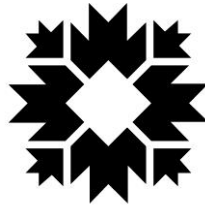
Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-6
Date: 1/19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: **January 25, 2022**
SUBJECT: **MOU WITH ENGINEERING FOR BRIDGE INSPECTIONS**

Recommendation

Staff recommends approval of this Memorandum of Understanding with the City of Bloomington Engineering Department for bridge inspections in parks.

The total amount Parks will be responsible for is \$10,133.32. This will be paid from 200-18-189000-53990.

Background

In late 2021, the Engineering Department coordinated a bridge inspection contract for Engineering, City of Bloomington Utilities, and the Parks Department. This contract with Beam, Longest, & Neff will provide for four professional bridge inspections, including the B-Line bridge at Grimes, the B-Line bridge at Third Street, the restored Rail Trail bridge at Church Lane, and the small overpass bridge at Olcott Park. The Board of Public Works has already approved the inspection contract and this MOU.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director
2022-January

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CITY OF BLOOMINGTON ENGINEERING DEPARTMENT
FOR PAYMENT OF COSTS FOR
PEDESTRIAN BRIDGE AND SMALL STRUCTURE INSPECTIONS**

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established an Engineering Department (“Engineering”) which acts by and through the City’s Board of Public Works (“BPW”), and, pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established the Parks and Recreation Department (“Parks”) which acts by and through its Board of Park Commissioners (“BPC”); and,

WHEREAS, Engineering is engaged in the inspection of bridges, pedestrian bridges, and large culverts within the incorporated limits of the City (“Project”); and,

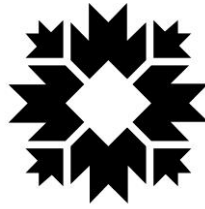
WHEREAS, the BPW is entering into an Agreement for Consulting Services with Beam, Longest and Neff, L.L.C (“Consultant”) to perform inspections for the Project; and

WHEREAS, the Project includes the inspection of four bridges that are currently maintained by Parks (the “Parks maintained structures”) which inspections are currently estimated at a cost not to exceed \$10,133.32; and

WHEREAS, Parks wishes to have Consultant inspect the Parks maintained structures and agrees to be responsible for 100% of the total inspection costs to be paid to Consultant pursuant to the Agreement for small structure inspections in an amount not to exceed \$10,133.32.

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

1. Small Structure Inspections: Parks shall be responsible for 100% of the total inspection costs associated with the inspections of the Small Structures outlined in Phase IIB of the Supplemental Agreement No. 1 to the Agreement for Consulting Services with Consultant. A copy of the Agreement is attached hereto, marked as Exhibit “A”, and by this reference incorporated herein as though fully set forth.
2. Structures Inspected: Parks facilities to be inspected are as follows: PB0012, PB0013, PB0019 and PB0021.
3. Access to Land: Parks shall work with the BPW and the Consultant to guarantee access to and make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform the services under the Agreement.
4. Coordination with Consultant: Parks shall provide access, at no expense to the Consultant, to



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-7

Date: 1/19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: **January 25, 2022**
SUBJECT: **AGREEMENT WITH RIVER TOWN CONSTRUCTION FOR CONCRETE
WORK AT WHB PARK PLAYGROUND**

Recommendation

Staff recommends approval of a contract with River Town Construction, Inc. to pour concrete sidewalk and curbing at the Waldron, Hill, and Buskirk Park.

The contract amount is not to exceed \$22,895 and will be paid from the interest on GO Bond Series C funds (GL 977-18-18016c- 54510).

Background

River Town Construction will complete the installation of approximately 390 square feet of concrete sidewalk and 252 linear feet of curbing in advance of the new playground installation at Waldron, Hill, and Buskirk Park. This concrete work will prepare the playground for the installation of equipment and pour-in-place surfacing. The work is anticipated to be completed in March or April.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

2022-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
RIVER TOWN CONSTRUCTION, LLC
FOR
WALDRON, HILL, AND BUSKIRK PARK CONCRETE WORK**

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

WITNESSETH:

WHEREAS, the Department wishes to install new a new concrete sidewalk, ramps, and curbing at Waldron, Hill, and Buskirk Park and

WHEREAS, the Department requires the services of a professional Contractor in order to perform this professional concrete installation (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 15, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed twenty two thousand eight hundred and ninety-five dollars (\$22,895.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	River Town Construction
Attn: Tim Street	Attn: Eric Bradshaw
401 N. Morton, Suite 250	PO Box 444
Bloomington, Indiana 47402	Newburgh, IN 47629

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

RIVER TOWN CONSTRUCTION, LLC

Beth Cate, Corporation Counsel

ame of Signatory, Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners



Keith Sanderson – Vice President
 Cell: 812-305-3468
ksanderson@rivertownconcrete.com

Brady Rhorer – Sr. Estimator / Manager
 Cell: 270-823-2639
brhorer@rivertownconcrete.com

John Cook – Sr. Manager / Estimator
 Cell: 812-629-6364
jcook@rivertownconcrete.com

Quote To: City of Bloomington Parks & Recreation

Job Name: Bloomington Waldron, Hill & Buskirk Park Concrete

Attn: Tim Street
Email: Tim.street@bloomington.in.gov
Cell Phone: (812) 349-3706
Office: 0 -
Fax: 0 -

Bid Date: 11/24/2021
Quote Date: 11/24/2021 8:49:18 AM

RT Quote #: 2021-203

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
10	Mobilization	1.000	LS	\$ 0.00	\$ 0.00
100	Sidewalk Restoration	1,010.000	SF	\$ 0.00	\$ 0.00
110	Seating Area	390.000	SF	\$ 0.00	\$ 0.00
120	Curbing	252.000	LF	\$ 0.00	\$ 0.00
200	SITE CONCRETE SCOPE	1.000	LS	\$22,895.00	\$22,895.00
Grand Total:					\$22,895.00

NOTES

- * Items 100 & 10 - Includes form, pour and strip 4" thick wire reinforced pads. No stone subgrade or backfilling included.
- * Item 120 - Includes form, pour and strip unreinforced curb.

** NO Demo, Excavation, Subgrade/Subbase, Backfill, Joint Sealing, Concrete Testing

1. Prices valid if accepted within 30 days. Payment in full is due upon completion of work.
2. This bid is a complete package and cannot be divided unless first approved by River Town Construction, LLC.
3. River Town Construction, LLC. will not be responsible for concrete items after open to public or construction traffic.
4. All joints on curb and sidewalk are saw cut.
5. Concrete to be 4000 psi.
6. All sub-grade for sidewalks, ramps, drives, etc. will be plus/minus 1/2"(inch) and performed by others.
7. No excavation, removals, subgrade or backfill material included.
8. No bond, sales taxes, duties, association fees or Railroad Protective Insurances included in the above prices.
9. Owner responsible for all utility locates, materials testing and removal of hazardous material.
10. All inlet castings will be set to grade prior to River Town Construction, LLC. mobilization to site.
11. This document is to become an exhibit of any subcontract agreement.
12. River Town Construction, LLC. will be given a 10 workday notice prior to commencing work on the above project.
13. Payment is due 30 days from invoice. All past due balances are subject to a 2.0% per month (24% per annum) finance charge. Past due customers shall be responsible for all costs of collection, including attorney's fees.

PO Box 444 ~ Newburgh, IN 47629 ~ Phone: (812) 853-8122 ~ Fax: (812) 853-9578

www.RiverTownConcrete.com

EQUAL OPPORTUNITY EMPLOYER

Submitted By 

Date 11/24/2021

Acceptance of Proposal

Signature By _____ Date _____

If acceptable, please return, by fax or mail, a signed copy of this proposal. We thank you in advance for the opportunity.

EXHIBIT B

“Project Schedule”

Work to begin any time in or after February 2022 and shall be complete by April 15, 2022.

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__.

River Town Construction, LLC

By: _____
Signature

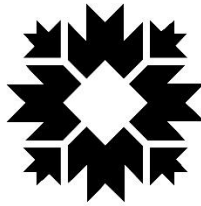
Printed Name

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__.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-8

Date: 1/19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: **January 25, 2022**
SUBJECT: **REVIEW/APPROVAL OF AGREEMENT WITH SPECTRUM TRAIL DESIGN LLC TO UPDATE THE GRIFFY MASTER PLAN AND TO CONSTRUCT A PILOT TRAIL PROJECT ON THE GRIFFY LOOP TRAIL**

Recommendation

Staff recommends approval of a contract with Spectrum Trail Design LLC to design and partially implement enhancements and safety improvements to the Griffy Lake Loop Trail.

The amount of this agreement is not to exceed \$16,000, and will be funded from Parks Bicentennial Bonds (Series B - 980-18-18018B – 54510).

Background

This contract will allow Spectrum LLC to evaluate the existing Griffy Lake Nature Preserve trail system and recommend reroutes, closures and improvements to increase safety and accessibility while reducing soil erosion and maintenance requirements. Contractor will provide conceptual mapping of recommended trail routes, reroutes, and closures to reduce impacts and improve accessibility. Spectrum will also construct a pilot trail crossing of a ravine on the Griffy Loop Trail route south near the dam on the south side of the lake. This work will help enhance the loop trail in anticipation of the completion of the causeway project this summer.

RESPECTFULLY SUBMITTED,

Steve Cotter, Natural Resources Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
SPECTRUM LLC
FOR
GRIFFY LAKE NATURE PRESERVE TRAIL PROJECTS**

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

WITNESSETH:

WHEREAS, the Department wishes to update the Griffy Lake Nature Preserve Master Plan and build a pilot trail crossing of a ravine at the west end of Griffy Lake; and

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

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

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

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

Article 1. Scope of Services

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

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Sixteen Thousand Dollars (\$16,000). 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:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Spectrum LLC
Attn: Steve Cotter	Alex Stewart
401 N. Morton, Suite 250	7493 Edgewater Dr.
Bloomington, Indiana 47402	Indianapolis, IN 46240

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

NAME OF CONTRACTOR

Beth Cate, Corporation Counsel

Alex Stewart, President

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: Evaluate existing Griffy Lake Nature Preserve trail system and provide a report and plan that includes recommended reroutes, closures and improvements to increase safety and accessibility while reducing soil erosion and maintenance requirements. Contractor will provide conceptual mapping of recommended trail routes, reroutes, and closures that create the least impact and most accessibility. Contractor will also construct a pilot trail section along steep sections of the Griffy Loop Trail route along the southern shoreline near the dam.

EXHIBIT B

“Project Schedule”

Trail Evaluation and Recommendations will begin in February. Pilot trail project construction will begin by August 1, 2022. All work shall be completed by December 31, 2022.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Spectrum LLC

By: _____
Signature

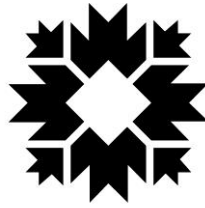
Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-9
Date: 1-19-2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: **January 25, 2022**
SUBJECT: **REVIEW/APPROVAL OF ENVIRONMENTAL RESOURCES ADVISORY
COUNCIL APPOINTMENTS**

Recommendation

Staff recommends approval of Environmental Resources Advisory Council appointments Denise Gardiner, Jeff Ehman, Bill Jones, and Angie Shelton. The Common Council has re-appointed Matt Flaherty as the Council Liaison.

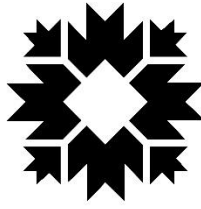
Background

The Environmental Resources Advisory Council (ERAC) acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) members and one (1) ex-officio member. There are currently five positions on the advisory council up for reappointment.

Four applications were received from current members of the advisory council.

RESPECTFULLY SUBMITTED,

Rebecca Swift, Natural Resources Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-10
Date: 1-19/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch, Urban Forester
DATE: **January 25, 2022**
SUBJECT: **SERVICE AGREEMENT WITH BLUESTONE TREE, LLC. FOR TREE
REMOVALS AND PRUNING SERVICES**

Recommendation

Staff recommends approval of a service agreement with Bluestone Tree, LLC to conduct tree removal and emergency pruning of City trees, as necessary.

Amount: \$30,000.00 Funding Source: 200-18-189503-53990

Background

This service agreement with Bluestone Tree, LLC. Is to conduct tree removal and emergency pruning of City trees. A service agreement allows for services to be performed as needed. Trees are sent to contractors for removal or emergency pruning of dead/dangling limbs that are beyond the capabilities of in-house tree crews.

RESPECTFULLY SUBMITTED,

Erin Hatch, Urban Forester

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE, LLC.**

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

Article 1. Scope of Services Contractor shall provide tree removal and pruning ("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 Erin Hatch, Urban Forester, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 Thirty thousand dollars and zero cents (\$ 30,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Erin Hatch, Urban Forester, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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:

Complete work 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"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, **Attn: Erin Hatch, Urban Forester, 401 N. Morton, Bloomington, IN 47402. Contractor: Bluestone Tree, LLC.** 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

BLUESTONE TREE, LLC.

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Name

Paula McDevitt, Director
Parks and Recreation Department

Title

Kathleen Mills, President
Board of Park Commissioners

Date

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Bluestone Tree, LLC.

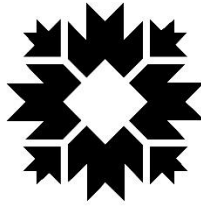
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-11
Date: 1-19-2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch, Urban Forester
DATE: January 25, 2022
SUBJECT: AMMENDMENT TO THE AGREEMENT WITH DAVEY RESOURCE GROUP,
INC. FOR YOUNG TREE PRUNING

Recommendation

Staff recommends approval of an amendment to the 2021 agreement with Davey Resource Group, Inc. to complete young tree pruning at various locations across the City of Bloomington.

Background

This amendment extends the deadline for project completion from December 31, 2021 to March 31, 2022, to allow completion of pruning on remaining trees. There is no change in other terms or contract amount.

RESPECTFULLY SUBMITTED,

Erin Hatch, Urban Forester

**Amendment to Young Tree Pruning Agreement
With Davey Resource Group, Inc.**

This Amendment is made and entered into this ____ day of _____, 2022, by and between the Bloomington Parks and Recreation Department (“BPRD”) and Davey Resource Group, Inc.

WHEREAS, BPRD and Davey Resource Group, Inc. entered into that certain *City of Bloomington Parks and Recreation Department And Davey Resource Group, Inc. for Young Tree Pruning Agreement* (the “Agreement”); and

WHEREAS, an extended contract completion date is required to complete services; and

WHEREAS, BPRD and Davey Resource Group, Inc. wish to amend the dates set forth in Exhibit B, “Project Schedule”, of the Agreement

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

1. Exhibit B, “Project Schedule”, of the Agreement shall be deleted and rewritten as follows:
 - a. Project to be completed by March 31, 2022.
2. All original terms of the Agreement not expressly modified herein will remain in full force and effect.

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

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

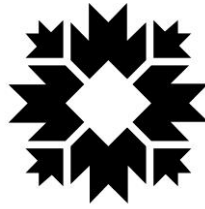
Davey Resource Group, Inc.

Kathleen Mills, President
Board of Park Commissioners

Name/Title

Paula McDevitt, Parks Director

Beth Cate, Corporation Counsel



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-12
Date: 1-19-2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: **January 25, 2022**
SUBJECT: **IMPLEMENTATION OF YEAR 4 OF 10 YEAR VEGETATION MANAGEMENT PLAN AT MILLER-SHOWERS PARK**

Recommendation

Staff recommends approval of this contract with Eco Logic, LLC for vegetation management at Miller-Showers Park.

Funding source: 200-18-189500-53990. Amount not to exceed \$8,926.00.

Background

Eco Logic will perform vegetation management services at Miller-Showers Park to implement Year 4 of the *10 Year Vegetation Management Plan* drafted in October 2018. This will include, but not be limited to: treatment of invasive woody vegetation (cut stump/basal bark), foliar treatment of native planting areas, follow-up treatments, and installation of native plants as seed and/or plugs. Implementation of the *10 Year Vegetation Management Plan* will be accomplished as a joint effort between Parks staff and Eco Logic, LLC. The goal is to dramatically improve the 'curb appeal' of this property as well as to improve/expand habitat for pollinators, birds, turtles, and other animals.

RESPECTFULLY SUBMITTED,

Joanna Sparks, City Landscaper

Form Revised 1.22

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC
FOR
IMPLEMENTATION OF YEAR 4 OF 10 YEAR VEGETATION MANAGEMENT PLAN AT
MILLER-SHOWERS PARK**

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

WITNESSETH:

WHEREAS, the Department wishes to implement Year 4 of the 10 Year Vegetation Management Plan at Miller-Showers Park; and

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

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

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

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

Article 1. Scope of Services

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

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Thousand Nine Hundred Twenty-Six Dollars and Zero Cents (\$8,926.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Eco Logic, LLC
Attn: Joanna Sparks	Attn: Spencer Goehl
401 N. Morton, Suite 250	8685 West Vernal Pike
Bloomington, Indiana 47402	Bloomington, IN 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

ECO LOGIC, LLC

Beth Cate, Corporation Counsel

Spencer Goehl, Owner

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Miller-Showers Park Vegetation Management Plan Implementation for 2022:

Eco Logic will perform vegetation management services at Miller-Showers Park to implement Year 4 of the *10 Year Vegetation Management Plan* drafted in October 2018. This will include, but not be limited to: treatment of invasive woody vegetation (cut stump/basal bark), foliar treatment of native planting areas, follow-up treatments, and installation of native plants as seed and/or plugs. Implementation of the *10 Year Vegetation Management Plan* will be accomplished as a joint effort between Parks staff and Eco Logic, LLC.

Includes the following activities during 2022:

- 1) APRIL-MAY: 1st foliar treatment broadleaf on cool season herbaceous weeds, such as poison hemlock teasel, sweet clovers, and wild parsnip (All Parcels)
- 2) JUNE-JULY: Foliar broadleaf and invasive grass application. Targets include all NNIS woody species, Canada thistle, crown vetch, Johnson grass, tall fescue, Canada goldenrod etc., (All Parcels)
- 3) AUGUST-SEPTEMBER - 2nd foliar application non-selective on all vegetation. Includes selective cutting in newly seeded communities to favor the establishing natives. (All Parcels)
- 4) OCTOBER-NOV Fall foliar applications multiple species. (All Parcels)

Proposal Price \$ 8,926.00

EXHIBIT B

“Project Schedule”

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

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Eco Logic, LLC

By: _____
Signature

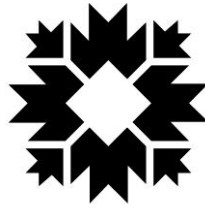
Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-13

Date: 1-19-2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Hsiung Marler, Switchyard Park General Manager
DATE: 01-25-2022
SUBJECT: CONTRACT FOR INSTALLATION OF ACCOUTIC MATERIALS AT PAVILION

Recommendation

Staff recommends approval of a contract for \$6,336 with Airtime Studios for installation of acoustic materials at the Switchyard Park Pavilion. Funding Source: Switchyard Park TIF Funds

Background

The Switchyard Park Pavilion is primarily made up of hard surfaces such as concrete, limestone, glass, and metal with very little surface area to absorb sound. The effect of this is a reverb of approximately 4.57 seconds. This means it takes 4.57 seconds for a sound made in the Pavilion to stop echoing. Feedback from Pavilion users indicates this is a noticeable and negative issue during use. After consulting with acoustic engineers the use of acoustic materials to dampen the sound should reduce the reverb to approximately 1.93; a significant improvement.

RESPECTFULLY SUBMITTED,

Hsiung Marler, Switchyard Park General Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
AIRTIME STUDIOS
FOR
INSTALLATION OF ACCOUSTIC PANELS AT SWITCHYARD PARK PAVILION**

This Agreement, entered into on this ____day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Airtime Studios (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to reduce the reverb in the Switchyard Park Pavilion by installing acoustic materials and

WHEREAS, the Department requires the services of a professional Contractor in order to perform installation of said acoustic materials (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before March 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 Hsiung Marler 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 six thousand, three hundred and thirty-six dollars (\$6,336.00). 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:

Hsiung Marler
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Airtime Studios
Attn: Hsiung Marler	Attn: David Weber
401 N. Morton, Suite 250	8275 N Fish Road
Bloomington, Indiana 47402	Bloomington, Indiana 47408

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

AIRTIME STUDIOS

Beth Cate, Corporation Counsel

David Weber, Owner

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Install Acoustic treatment for Switchyard Park Pavilion. Materials provided by Auralex Acoustics per invoice JB9803-5. 1,280Sqft total coverage. Price based on Sqft coverage and includes all additional installation materials and lift rental. Work to be completed in a (preferably continuous) period of no longer than 5 days.

EXHIBIT B

“Project Schedule”

Work to begin upon Parks acquiring materials and agreeing with a contractor upon a begin date that allows for completion of project without disrupting reservations at Switchyard Park Pavilion.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Airtime Studios

By: _____
Signature

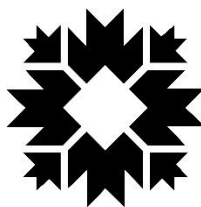
Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: D-1
Date: 1-19-2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch
DATE: **January 25, 2022**
SUBJECT: **BICENTENNIAL BOND FUNDED 2022 TREE PLANTING PROJECT**

Background

As part of the series of Bicentennial bond projects issued by Mayor Hamilton in 2018, a bond was issued for \$800,000 to plant trees along streets and in public rights-of-way across the city. The Urban Forestry program plans to utilize this funding in 2022 to begin planting trees in targeted areas across Bloomington.

In 2019, Davey Resource Group identified potential vacant planting sites as part of their larger inventory of City of Bloomington trees. In order to prioritize usage of planting funds, four project areas were identified through analysis of number of identified vacant planting sites, existing canopy, potential canopy, median income, and percent of non-white population. Canopy and tree information was obtained from the 2019 Davey Resource Group Inventory and Canopy Summary Reports. Socio-economic and demographic information was obtained by recent U.S. Census American Community Survey information. By utilizing both demographic and environmental information, this planting project can be approached through the lens of environmental justice and equity. This approach acknowledges the nationwide trend of unequitable distribution of urban forest canopy. Selection of project areas was corroborated by the American Forest's Tree Equity Score map, a tool for communities to evaluate equity in tree canopy.

There are approximately 304 sites identified across the four project areas for potential planting, after an evaluation of underground utilities and other surrounding infrastructure, this number is subject to change. The four projects areas include a mix of areas with designated tree lawns, and areas with open right-of-ways. Planting will be conducted through selection of a qualified contractor, who will conduct planting and limited aftercare. Guidance on species selection will be provided to the contractor.

Outreach is planned for neighborhoods that are being included as part of this project. Outreach will include reaching out to neighborhood associations, notification postcards to the neighborhoods, and any relevant press releases. A webpage has already been created for this project. Feedback will be solicited

from individuals, utilizing an available feedback form online.

RESPECTFULLY SUBMITTED,

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

Staff Name and Title