



AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, November 28, 2023 4:00 – 5:30 p.m.

Council Chambers
401 N. Morton

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of October 24, 2023
- A-2. Approval of Claims Submitted October 24, 2023 through November 27, 2023
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Reports
- A-5. Review/Approval of Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Review/Approval of (12) 2024 Service Agreements in Sport Division (Daren Eads)
- A-8. Review/Approval of Contract with Ross Newsom for holiday market carriage rides (Leslie Brinson)
- A-9. Review/Approval of Service Agreement with S.C. Pryor for 2024 services (Daren Eads)
- A-10. Review/Approval of Contract with Native View LLC for B-Line landscape maintenance (Joanna Sparks)
- A-11. Review/Approval of Service Agreement with Tree Guy for 2024 services (Haskell Smith)
- A-12. Review/Approval of Contract with Everywhere Signs for RCA Park sign installation (Rebecca Swift)

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Bravo Award - none
- B-2. Parks Partner Award - none
- B-3. Staff Introductions -none

C. OTHER BUSINESS

- C-1. Review/Approval of Contract with Commercial Service for Twin Lakes Recreation Center HVAC Preventative Maintenance (Daren Eads)
- C-2. Review/Approval of Contract with Baker Stone Work for Rose Hill Cemetery wall repair (Mark Marotz)
- C-3. Review/Approval of Contract with Eco-Logic for 2024 Deer Browse Monitoring at Griffy Lake Nature Preserve (Steve Cotter)
- C-4. Review/Approval of Contract with Marshall Security, LLC for 2024 Security Services (Tim Street)
- C-5. Review/Approval of 2024 Fee Schedule (Tim Street)

D. REPORTS

- D-1. Sports Division - 2023 Aquatics Report (Dee Tuttle)
- D-2. Operations Division - Canopy Bloomington Youth Tree Tenders Report (Haskell Smith)
- D-3. Recreation Division - no report
- D-4. Administration Division - no report

E. PUBLIC COMMENT

ADJOURNMENT

This meeting may also be accessed electronically via Community Access Television or Zoom, allowing for remote public attendance and participation. The public attending electronically are encouraged to send remote submissions of public comment (via email, to tim.street@bloomington.in.gov).

The meeting may accessed at the following link:

Join Zoom Meeting

<https://bloomington.zoom.us/j/85325005542?pwd=MXdJWVlPcytkUWtxbzJLODNqY1oxZz09>

Meeting ID: 853 2500 5542

Passcode: 949409

Dial by your location

Find your local number: <https://bloomington.zoom.us/u/kedoZuQIAp>



A-1

11-28-2023

Board of Park Commissioners
Regular Meeting
Minutes

Regular Meeting: Tuesday, October 24, 2023 4:00 – 5:30 p.m.

Council Chambers
401 North Morton
(Virtual Zoom)

CALL TO ORDER - ROLL CALL

The meeting was called to order by Kathleen Mills at 4:02pm
Present: Kathleen Mills, Israel Herrera and Ellen Rodkey
Virtual: Jim Whitlatch

A. CONSENT CALENDAR

- A-1. Approval of Minutes of September 26, 2023
- A-2. Approval of Claims Submitted September 26, 2023– October 24, 2023
- 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 partnership Agreement with Bloomington Blades Youth Hockey Association
- A-8. Approval of partnership Agreement with Bloomington Blades High School Hockey Association
- A-9. Approval of partnership Agreement with Bloomington Figure Skating Club
- A-10. Approval of addendum to contract with 858 for sound equipment installations

Ellen Rodkey made a motion to approve Consent Calendar. *Israel Herrera* seconded the motion. Vote take: motion unanimously carried 4-0

B. PUBLIC HEARINGS/APPEARANCES

B-1. Bravo Award

Emily Buuck, Community Relations Coordinator presented Anne Varns with the October Bravo Award. Anne was a regular Group Leader volunteer at Leonard Springs Nature Days program, which is one of the more difficult volunteer asks. Anne's volunteer hours were a benefit to both the staff and kids. Anne was a very experienced hiker who had been great with the kids, keeping them engaged by playing an I-Spy game as the students traversed in between stations at the park. Anne's involvement and support was appreciated by staff.

B-2. Parks Partner Award

B-3. Staff Introductions

Sophie Gilliland, Natural Resources Intern was working with staff on educational programs and data collection. Sophie was studying Earth Science at Indiana University. Sophie was excited to work with the City.

B-4 Staff Recognitions

Tim Street, Interim Director recognized the 2023 retirements of two long-term Operations staff members.

Robbie Turpin, Operations Division Crew Leader had served the City of Bloomington, and Parks and Recreation for 41 years. Robbie Turpin started his career with the Department as a Laborer, then moved to a Master Motor Equipment

Operator, and in 2008 was promoted to Crew Leader. Robbie and his crew, were the reason the grounds throughout the parks system were maintained in such excellent condition.

Barb Dunbar, Operations Division Coordinator started with the Parks Department when the City and County Parks Departments were combined. Over the last 39 years, Barb had worked in many areas throughout the Department; from programming, to aquatics, to operations. Staff were thankful for the work she had done in her position as Operations Office Coordinator, Barb kept the Operations Department organized and running smoothly. Barb was a Certified Playground Safety Inspector, and had played a key role in many of the playgrounds that the community children enjoy today.

C. OTHER BUSINESS

*** Review/Approval of Interim Director Appointment – Resolution 23-03**

Tim Street was appointed the Interim Director of Bloomington Parks and Recreation Department.

Ellen Rodkey made a motion to approve Resolution 23-03 the Appointment of Tim Street as Interim Director of Bloomington Parks and Recreation Department. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-1. Review/Approval of Memorandum of Understanding with Monroe County for Fullerton Pike Project

Tim Street, Interim Director staff recommended approval of MOU with Monroe County Board of Commissioners. Monroe County wished to extend Fullerton Pike over Clear Creek Trail. The MOU outlined how the County and City would coordinate on certain construction aspects of the trail, and what each party would have responsibility to maintain at the conclusion of the project.

Ellen Rodkey made a motion to approve Memorandum of Understanding with Monroe County for Fullerton Pike Project. *Israel Herrera* seconded the motion. Vote take: motion unanimously carried 4-0

C-2. Review/Approval of Addendum with E&B Paving for 2023 Parks Infrastructure Project

Tim Street, Interim Director in July 2023, the BPRD entered into an agreement with E&B Paving for construction of the Infrastructure Project. Since that time, staff had identified additional needs to be added to the scope of work. Both parties mutually agreed to the changes. In order to avoid surface roots, E&B would shift approximately 100' of roadway in Rose Hill Cemetery during the resurfacing project. The cost of the additional work would not exceed \$6,900. No additional changes were made to the original agreement.

Ellen Rodkey made a motion to approve Addendum with E&B Paving for 2023 Parks Infrastructure Project. *Israel Herrera* seconded the motion. Vote take: motion unanimously carried 4-0

C-3. Review/Approval of Policy 10120 – Advertising in Parks

Julie Ramey, Community Relations Manager staff recommended approval of Policy 10120 – Advertising in Parks. In order to sustain and improve programs and facilities, BPRD wished to have a formal policy in place to allow a variety of advertising in City park facilities. The policy would not apply to City informational signs, construction signs, traffic signs, or signs made by City employees for City services or City events; or to standard donation and memorial plaques that are governed by other park policies

Board Comments: *Kathleen Mills inquired:* would groups with partnerships have, for instance, a banner that would say the name of their group and then would also have ads on it for local businesses? Had that already happened? *Julie Ramey responded:* A good example would be the Bloomington Blades partnership agreement at Frank Southern Ice Arena—they were attempting to raise funds to replace outdated storage cabinets at the ice arena. They would sell advertising space—that would go on the storage cabinets, when enough money had been raised they would purchase the storage cabinets outright, the cabinets would remain at Frank Southern Ice Arena. The same had been done by the Bloomington Pickleball Club: they had raised funds to erect a windscreen around the pickle ball Courts at RCA Park. *Kathleen Mills inquired:* would there be a formal process for the requests, and would Parks have to approve the requests. *Julie Ramey responded:* It wasn't intended to be a random opportunity for someone to sell space and keep the money, it was based on a formal partnership agreement; a conversation with Park staff; an understanding of what types of improvements would be made jointly, and then the organization would be given the opportunity to do that. *Israel Herrera inquired:* Who would screen or give final approval for the requested advertising? *Julie Ramey responded:* the final signature would be the Parks Director. Staff worked very closely on the production of advertising and had an

opportunity review prior final production. *Israel Herrera inquired:* the policy gave authorization for the removal of signs without further notice, what would those scenarios be, why would there be a need to remove advertising? *Julie Ramey responded:* there would be a time limit on the advertisement. If the advertiser would not pay, if the banner would be torn or vandalized, or if the company went out of business, there were clauses in the policy that guided the removal of those banners. *Jim Whitlatch inquired:* all the money from the advertising goes to the groups. None goes to the Parks Department. *Julie Ramey responded:* yes. For example, the fundraising that Blades would do would go solely to the purchase of storage cabinets. *Jim Whitlatch inquired:* any advertising or signage would be meant to be temporary and removable. *Julie Ramey responded:* yes, there would be a time limit on all of the signage under the policy. *Ellen Rodkey inquired:* would the approval be for an advertising partnership be when money was being raising for an addition to a facility, or would the policy cover all advertising in general? If the Figure Skating Club wanted to advertise their club—"Join our Club," would that be regulated through the same process? *Julie Ramey responded:* all advertising. *Ellen Rodkey inquired:* if a previously an advertising policy had been in place? *Julie Ramey responded:* no. *Ellen Rodkey inquired:* in the future, would these types of partnerships/agreements go through the consent calendar? *Julie Ramey responded:* Not necessarily. The advertising agreements were handle internally. *Ellen Rodkey inquired:* would there be separate approval processes to determine what a group could fund? *Julie Ramey responded:* It would be a on a case-by-case basis.

Ellen Rodkey made a motion to approve Policy 10120 – Advertising in Parks. *Israel Herrera* seconded the motion. Vote take: motion unanimously carried 4-0

C-4. Review/Approval of Addendum with Pursell Monument for Repairs at Rose Hill

Barb Dunbar, Operations Coordinator in November 2022 BPRD had entered into an agreement with Pursell Monument for headstone repairs. Since that time, BPRD had received HAND grant funds for additional headstone repairs at Rose Hill Cemetery. Both parties mutually agreed to amend the original Agreement. Pursell Monument would complete additional headstone repairs. The cost of the additional work would not exceed \$6,000. Staff recommended approval of the Addendum with Pursell Monument.

Ellen Rodkey made a motion to approve contract with Pursell Monument for Repairs at Rose Hill. *Israel Herrera* seconded the motion. Vote take: motion unanimously carried 4-0

C-5. Review/Approval of Contract with Bluestone Tree for Pruning at Two Locations

Haskell Smith, Urban Forester to maintain healthy trees and for safety, staff wished to have 111 mature trees pruned along South Adams Street, West Adams Hill Circle and along South Olcott Boulevard from East Reed Ct. to East St. Remy Drive. Services would include but not limited to pruning trees for proper street and sidewalk clearance, remove limbs back to trunk, remove or redirect secondary growth, prune visible deadwood, broken/hanging branches, improperly pruned branch stubs and clean-up and remove debris from work sites. Staff recommended approval of the contract with Bluestone Tree in an amount not to exceed \$42,515.00. Funding source would be from Urban Forestry General Fund.

Ellen Rodkey made a motion to approve contract with Bluestone Tree for pruning at two locations. *Israel Herrera* seconded the motion. Vote take: motion unanimously carried 4-0

C-6. Review/Approval of Addendum with Bluestone Tree for Hazard Tree Removal

Haskell Smith, Urban Forester in January 2023, BPRD entered into an agreement with Bluestone Tree LLC for hazard tree removal and tree mitigating. Since that time, staff has identified additional hazard trees to be added to the scope of work. Both parties mutually agreed to amend the original agreement to include additional services. The cost of the additional work would not exceed \$9,500. Staff recommended approval of the addendum with Bluestone Tree.

Ellen Rodkey made a motion to approve addendum with Bluestone Tree for Hazard Tree Removal. *Israel Herrera* seconded the motion. Vote take: motion unanimously carried 4-0

C-7. Review/Approval of Addendum with J.R. Ellington for Hazard Tree Removal

Haskell Smith, Urban Forester in January 2023, PBRD and J.R. Ellington Tree experts entered into an agreement for hazard tree removal and tree mitigation. Since that time, additional trees have been identified as hazard trees. Both parties mutually agreed to amend the original agreement to included additional services. The cost of the additional work would not exceed \$9,500. Funding sources would be Urban Forestry General Fund.

Ellen Rodkey made a motion to approve addendum with J.R. Ellington for hazard tree removal. *Israel Herrera* seconded the motion. Vote take: motion unanimously carried 4-0

C-8. Review of 2024 Price Schedule Draft

Becky Higgins, Recreation Director presented the proposed price changes for Recreation Division Administrative Services – Equipment Rental, Adult Programs, and Inclusive

Under Programs/Classes/Special Events

- Increased Sailings at Lake Monroe – Adult Instruction from range of \$7.00-\$633 to \$7.00-\$700.00

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

Under Facility Rental During Operational Hours

- increased Category C: Kitchen from \$40 to \$45
- increased Category C 3rd Floor from \$40.00 to \$45
- increased Category C Gymnasium from \$50 to \$55
- removed Category C: Gymnasium Bulk

Under Facility Rentals During Non-Operational Hours

- increased Category A – any room from waived fee to \$35
- added Category A – whole building \$100
- increased Category B Gymnasium from \$30 to \$35
- removed Category B Gymnasium Bulk Rate
- removed Category C Gymnasium Bulk Rate
- increased Category C Kitchen from \$50 to \$55
- increased Category C Gymnasium from \$50 to \$55
- increased Category C 3rd Floor from \$40 to \$55

*Category A removed MCCSC

Under Program/Classes/Special Events

- increased Banneker Summer Camp from \$10 to \$20

Community Events – April and November Farmers' Market

Under Saturday Market

- changed from 5 days to 4 days

Under reserved Spaces

- changed Large Space from \$110 (\$22/day) to \$96 (\$24/day)
- changed Large Space – Senior or Youth from \$80 (\$16/day) to \$72 (\$18/day)
- changed Small Space from \$70 (\$14/day) to \$64 (\$16/day)
- changed Small Space – Senior or Youth from \$55 (\$11/day) to \$52 (\$13/day)

Under Non-reserved Spaces

- increased Large Space from \$22 to \$24
- increased Large Space – Senior or Youth from \$16 to \$18
- increased Small Space from \$14 to \$16
- increased Small Space – Senior or Youth from \$11 to \$13

Under November Farmers Market

- changed from 3 days to 4 days
- removed Application Fee
- added line Indoor Space with a fee of \$96 (\$22/day)
- removed Large Space
- removed Large Space – Senior or Youth
- removed Small Space
- removed Small Space – Senior or Youth

Under Non-reserved Spaces

- added line Indoor Space – per day with a fee of \$24/day
- removed Large Space
- removed Large Space – Senior or Youth
- removed Small Space
- removed Small Space

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

Under Saturdays in May Reserved Spaces

- increased Large space from \$572 to \$624

- increased Large Space – Senior or Youth from \$416 to \$468
- increased Small Space from \$364 to \$416

Under Saturdays in May Unreserved Spaces

- increased Large Space from \$22 to \$24
- increased Large Space – Senior or Youth from \$16 to \$18
- increased Small Space from \$14 to \$16
- increased Small Space – Senior or Youth from \$11 to \$13

Under Weekday Farmers' Market Reserved Spaces

- Number of days increased from 16 to 17
- increased Space from \$192 to 204
- increased Senior or youth space from \$160 to \$170

Under Miscellaneous

- decreased Prepared Food Vendors/Food Trucks/Pushcarts from “6.5% gross proceeds” to “5.0% gross proceeds”
- added line Merchandise Sales fee range of \$10-\$50

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

Under Stage Rental Waldron, Hill, Buskirk Park

- increase of \$10 to Category I without lights and Category I with theatrical lights and Category II without lights from \$115 to \$125 and from \$140 to \$150
- increase of \$5 to Category II without theatrical lights increased \$5, from \$170 to \$175

Under A Fair of the Arts

- increase of \$5 to booth space from \$55 to \$60

*Under ***Community Garden Plots*

- changed discount date from after June 30, 2023 to after June 28, 2024

Community Events – Mobile Stage Rental, Other Rental

Under Mobile Stage Rental

- \$15 increase to all Stage Supervisor fee range from \$20-\$30 to \$20-\$45

Under Other Rental

- removed line *Groups are responsible for transporting and set up*

Switchyard Park

Price sheet was completely reworked, changes include:

- Category A - City of Bloomington Departments was added
- Category I - Not-for-Profit groups was retitled to Category B – Not-for-Profit
- Category II - Profit making groups/all other groups was retitled to
- Category C - Standard Use/For Profit

Under Pavilion

- added Pavilion Rental (weekdays M-Th) (8am-5pm) Category A – fee waived, Category B and C \$65
- added Pavilion Rental (weekdays M-Th) (5pm-10pm) fee of \$65 for all categories

Under Pavilion AV/General Setup Fees (per event)

- retitled Pavilion AV/General Setup Fees (per event) to Pavilion Setup Fees (per event)
- moved “Pavilion Attached Patio” and “Pavilion Lawn Rental” from Pavilion section to Pavilion Setup Fees (per event) section
- added Category A to Pavilion Attached Patios (per day) fee waived
- added Category A to Pavilion Lawn Rental (per day) fee waived
- added Pavilion EVO Digital Sign Board Use with a fee of \$150 for all categories

Under Outdoor Rentals

- added Category A to Main Stage Hourly Practice Use (per hour) fee waived
- added Category A to Main Stage Performance/Other Use fee waived
- added Main Stage Lawn Fencing (per event) fee of \$240 for all categories
- The two lines for Secondary Performance Lawn was combined into one line with Category A fee waived and Category B and C fee set at of \$90. The higher fee of \$120 for weekends and holidays was removed
- The four lines for Activity Lawns was combined into one line. The lower fee of \$90 was assigned to all categories.
- added Outdoor Commercial Vendors Category A fee waived, Category B \$25/per vendor, and Category C \$35/per vendor

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

Under Programs/Classes Special Events

- \$5 increase to Kid City Original - In-City from \$180 to \$185, Out-of-City from \$185 to 190
- \$5 increase to Kid City Quest -In-City from \$180 to \$185, Out-of-City from \$185 to 190
- \$5 increase to CIT program - In-City from \$175 to \$180, Out-of-City from \$180 to \$185
- \$5 increase to non-refundable deposit, from \$35 to \$40
- removed verbiage - beginning August 2020

Miscellaneous

Under Non-Reverting

- Health and Wellness fee ranged increased from \$5-\$60 to \$5-\$100
- *Category A - MCCSC was removed

Board Comments: *Jim Whitlatch inquired:* what the rationale was, between a percentages of gross proceeds versus a fixed cost which all other individuals in the Farmers Market paid. *Becky Higgins responded:* a flat fee for the farm vendors and a percentage of gross income for the food and beverage artisans. Previously a flat fee had been charged for food and beverage artisans, in addition to the 10%. The philosophy of the parks department had been: a 10% fee had been charged to individuals selling items on parks property during park programs. Discussions had been held on the future of the fee structure. Staff had worked with the food and beverage artisans to lower the fee on a 5-year plan. The fee had started at 10%, lowered to 6.5% in 2023, and planned to lower it to 5% in 2024, reaching the five year goal. The 2024 budget and goal, included a master plan on the Farmers' Market for the 50th Anniversary in 2024. Staff wanted to have a professional master planner do focus groups and gather information to help determine best practices for price fees. *Jim Whitlatch inquired:* other vendors that sold items were charged a percentage ... what were other examples of that? *Becky Higgins responded:* if a vendor wanted to have a food truck at a parks program—it would be at staffs discretion as to whether that would help the program itself, or if that was an added feature that was wanted, they could be allowed to set up and make sales. Different food trucks would come for movies, it wasn't part of the programming, but agreements could be made with them. Food Truck Friday was different, that was a rental of a flat fee from the organizers of Food Truck Friday, and not a parks event. *Jim Whitlatch inquired:* other farm vendors were not charge a percentage of the gross receipts? *Becky Higgins responded:* no. *Jim Whitlatch inquired:* if a flat fee instead of a percentage was charged, how might that look? How would you charge that flat fee? Has that process been thought through on what it might look like? *Becky Higgins responded:* it was to be considered during the master plan process in 2024. It was not ruled out. Staff was moving forward with the original 5-year goal, until the master plan in 2024. *Jim Whitlatch inquired:* approximately, how much had been raised from the food vendors last year. *Leslie Brinson responded:* In 2022, \$11,965 in revenue had been brought in— through 10 vendors. Through September of 2023, \$8,519 in revenue had been brought in through 12 vendors. A comment about a flat fee: for some vendors a flat fee would be higher than the percentage based fee. The smaller vendors, that don't sell as regularly or as much, would be pay more at a flat fee. *Jim Whitlatch inquired:* what kind of flat fee would it take, to meet the same revenue raised from a percentage. *Becky Higgins responded:* it had been discussed, and was difficult to predict, that was being held off to until information had been gathered from the Master Plan. *Jim Whitlatch inquired:* how was gross proceeds determined, was it the honor system between staff and the vendors? *Becky Higgins responded:* Yes. *Ellen Rodkey inquired:* what did the cost recovery model look like, and how did fees play into that. What was the cost recovery for 2023 or in 2022? *Becky Higgins responded:* the cost recovery for the Market had been dropped from 100% to 50% until the goal was meet. Then it was to be reviewed to see it could be sustained. *Ellen Rodkey inquired:* when had the cost recovery been dropped to 50%? *Leslie Brinson responded:* it was 2021 or 2022. *Ellen Rodkey inquired:* would you explain the cost recovery, and parks philosophy on that? *Leslie Brinson responded:* cost recovery models determine how much expenses need to covered based on revenue. If the cost recovery was 100%, enough revenue needed to be collected to cover all 100% of expenses. That was what the Market's originally cost recovery had been set at. A 50% cost recovery, means 50% of the expenses must be covered by the revenue collected. At 100%, the food and beverage fee played a huge part the cost recovery—it had been a large number. There had been more food and beverage vendors participating in the Market at that time. As the percentage continues to be dropped, it plays much less of a role. In 2020 food and beverage had paid approximately 60% of the revenue, and farm vendors approximately 30%. Currently farm vendors cover more of the revenue than food and beverage artisans. At 5% they would bringing in \$9 to \$10,000 of a \$50 to \$60,000 revenue-generating business. It was a smaller percentage and more proportion of what was being looked for. The goal was to make it more equitable for everybody, and that's what staff have been trying to do. The Market was on target to make 50% cost recovery in 2023 and it was made in 2022. *Ellen Rodkey inquired:* a program that reached more people, had a lower cost recovery versus a program that served an individual, it had a higher cost recovery. *Leslie Brinson responded:* when a pricing pyramid was used: the top of the pyramid had programs very individualized, like a golf lesson, then the cost recovery would be much higher. At the bottom of the

base, free programming such as concerts, movies, those that wouldn't bring in revenue, their cost recovery would be much less. The Market was different as it was offered free to the public, but had a revenue source through vendors selling product and merchandise. It had a revenue source which played into the cost recovery.

Satoshi Kido, Sports Division Director presented proposed price changes for Sport Division:

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

Added New Section

- Special Use Outdoor Court Reservations (tennis/basketball/pickleball) Standard Use/For Profit \$20/hr. per court, Not-for-Profit \$15/hr. per court, and Partners \$10/hr. per court

Twin Lakes Recreation Center – Memberships, Rentals

Price sheet was completely reworked, changes include:

Under Memberships

- Adult (direct debit) monthly retitled to Primary (direct debit) monthly, fee increased \$5, from \$35 to \$40
- Student (direct debit) monthly was retitled to Active Military, 60+, Student (direct debit) monthly, fee increased \$5, from \$30 to \$35
- following lines were removed: Two Person (direct debit) monthly, and Two Senior (direct debit)
- Family (direct debit) monthly was retitled to Add-on (direct debit) monthly, fee was lowered from \$65 to \$15
- Adult One Month PIF retitled to Primary One Month PIF, fee increased \$5 from \$40 to \$45
- Student Monthly was retitled to Primary Active Military, 60+, Student One Month, fee increased \$10, from \$30 to \$40
- following lines were removed: Senior Monthly, Two Person Monthly, and Two Senior Monthly
- Family PIF Monthly was retitled to Add-on Month PIF, fee was lowered from \$70 to \$20
- Adult 6 Month PIF retitled to Primary 6 Month PIF, fee increased \$25, from \$200 to \$225
- Student 6 Month PIF was retitled to Primary Active Military, 60+, Student 6 Month PIF, fee increased \$45, from \$155 to \$200
- following lines were removed: Senior 6 Month PIF, Two Person 6 Month PIF, and Two Senior 6 Month PIF
- Family 6 Month PIF was retitled to Add-on 6 Month PIF and fee was lowered from \$350 to \$100
- Adult 12 Month PIF retitled to Primary 12 Month PIF, fee increased \$45, from \$360 to \$405
- Student 12 Month PIF was retitled to Primary Active Military, 60+, Student 12 Month PIF, fee increased \$90, from \$270 to \$360
- following lines were removed: Senior 12 Month PIF, Two Person 12 Month PIF, and Two Senior 12 Month PIF
- Family 12 Month PIF was retitled to Add-on 12 Month PIF and fee was lowered from \$630 to \$180
- COB Employee Rate – Adult (direct debit) was retitled to COB Employee Rate – Primary (direct debit), fee increased \$3, from \$27 to \$30
- removed COB Employee Rate – 2 Adult (direct debit)
- COB Employee Rate – Family (direct debit) was retitled to COB Employee Rate – Add-on (direct debit), fee decreased from \$49 to \$12
- COB Employee Rate – Adult 6 Month PIF was retitled to COB Employee Rate – Primary 6 Month PIF, fee increased \$19, from \$150 to \$169
- removed COB Employee Rate – 2 Adult 6 Month PIF
- COB Employee Rate – Family 6 Month PIF was retitled to COB Employee Rate – Add-on 6 Month PIF, fee decreased from \$263 to \$75
- COB Employee Rate – Adult 12 Month PIF was retitled to COB Employee Rate – Primary 12 Month PIF, fee increased \$34, from \$270 to \$304
- removed COB Employee Rate – 2 Adult 12 Month PIF
- COB Employee Rate – Family 12 Month PIF was retitled to COB Employee Rate – Add-on 12 Month PIF, fee decreased from \$473 to \$135
- removed Prorated fee for 2 Adult/Family

Twin Lakes Recreation Center – TLRC Fitness

Under Programs/Classes/Special Events

- increase Personal Training range from \$130-\$895 to \$130-\$1,200

Board Comments: *Kathleen Mills inquired:* tennis-basketball-pickleball reservations: those are just groups? An individual can go over with a friend and play on the courts. *Shatoshi Kido responded:* correct. The fee was for group who wanted to host events and tournaments at a certain time. Ellen Rodkey: how Twin Lakes Recreation Center membership had been benchmarked. *Shatoshi Kido responded:* The membership fees had not been increased for a long time and were on the low end. Fees were benchmarked from local gym and fitness clubs, and against the average cost per month in the State of Indiana. Staff settled on \$45—which was lower than \$50 per month.

Tim Street, Interim Director presented the proposed prices changes for Operations Division
Natural Resources

Under Launch Permits:

- \$10 increase Annual – non-motorized from \$90 to \$100
- \$5 increase 2nd annual – non-motorized from \$25 to \$30
- \$1 increase Daily permit from \$9 to \$10

Under Canoe/Boat Rental

- \$1 increase Per hour from \$8 to \$9
- \$10 increase for 10 pass from \$80 to \$90

D. REPORTS

D-1. Operations Division - no report

D-2. Recreation Division - Farmers' Market Advisory Council Annual Report

Clarence Boone, Market Program Facility Coordinator the presentation reflected the opinion of the Farmers' Market Advisory Council only and did not necessarily represent the view of the City of Bloomington. The Council was composed of residents who serve as volunteers to inform and advise their fellow residents, City staff, and elected officials. The presentation, was for informational purposes only. The Farmers' Market Advisory Council consisted of 11 members representing market vendors, customers, and food and beverage artisans. The Council acted in an advisory capacity to the Board of Park Commissioners and Parks staff on policy matters relating to the Farmers' Market.

Cortland Carrington, President of Farmers' Market Advisory Council presented the annual report.

2023 YTD customer 59,621

Planning for the Golden Jubilee Farmers' Market 2024 50th season

Importance of Market

- Facilitates millions of dollars in local food commerce each year
- functions as a farmer – restaurant intersection point
- food incubator for both farmers and food and beverage artisans
- enables people to know their farmer's FBA's and their growing or production methods
- information exchange
- farm to family program uses the market's surplus to feed the needy

Fees

- 2019 FMAC recommended the city begin a reduction of FAB fees
- phased in over 5 years
- intent was to reduce barriers to entry for FBA's
- better align the cost between farmers and FBA's
- fees set to reduce barriers to entry
- fees must meet the cost recovery goal
- fees should be consider diverse & unique risk between farmers and FBAs

Conclusion

- customers were returning
- 50th anniversary was looming
- B-town market scene had forever changed
- Farmers' Market remained vital community source
- FMAC and City would continue to evaluate vendor fee structure

Board Comments: Jim Whitlatch inquired: what was yours or the group's position –which you're representing on the current fee schedule. Courland Carrington responded: my position is: I'd like the fees to be reduced to the lowest possible point so that the city can meet its cost recovery goals. That's ultimately where it needs to be. There's a lot of passion between farmers and food vendors, on who should pay what or how that should work. If farm vendors–had a terrible year, they may have spent a year or two years developing that product and had nothing available to bring to the Market. They still had to pay the fee to be there when then they didn't have a product. That risk doesn't really exist in the same sense for a food and beverage artisan because they always have fresh ingredients available. It's a different risk, and so somehow the risk has to be kind of considered into the fee schedule. I don't really have the answer for that just yet. My position is the fee should be as low as possible provided that the City is meeting its cost recovery goals for the operation of the Market. Jim Whitlatch inquired: you're not just talking about food artisans, you're talking about all vendors. If the fixed fees could be reduce for the farmers that would be helpful, or take into consideration something like that. So you're not necessarily commenting directly on the food artisan vendors, or the farmers. You just would like it to be as low as possible that you can still meet the recovery program. Courland Carrington responded: Of all the vendors I've spoken to, none of the farm vendors are very comfortable at the current fee structure at the price point. There's no real push back on that–and most vendors that I talk to love to be here. This is a great place to vend. The facility is phenomenal, the staff is highly supportive, and so the farmers understand they're getting a great deal for the day rental space that they pay, so there's no push back on trying to reduce that in any way. It's more of “how do we better align the food and beverage artisans and figure out the different risk, how do we do that?” or “do we do that?” Not sure if that. Jim Whitlatch inquired: is the 5% recommendation from your group or is that from the Department? Courland Carrington responded: that comes from the City Jim Whitlatch inquired: does your group have a position on that? Courland Carrington responded: the farmers like that revenue model, they would like to see it reduced. It's a real hot button issue, and you have 15 people and 20 different opinions.

D-3. Sports Division - 2023 Aquatics Report was moved to the October 24

D-4. Administration Division - no report

E. PUBLIC COMMENT

E-1. Kathleen Mills opened the floor to public comments – the Board received comments regarding Farmers' Market fees for Food and Beverage Artisan.

Tim Street, Interim Director the next Board of Park Commissioners meeting will be held November 14, 2023.

ADJOURNMENT

Meeting adjourned at 5:30pm

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/3/2023	Payroll				210,939.29
					<u>210,939.29</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 \$ 210,939.29

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 10/28/23 - 11/09/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2639381	18-Office Supplies Dry-Erase	Paid by EFT # 55681		10/31/2023	10/31/2023	11/09/2023		11/09/2023	9.24
5099 - Office Three Sixty, INC	2639381B1	18-Office Supplies-Removable Dry Erasers	Paid by EFT # 55681		10/31/2023	10/31/2023	11/09/2023		11/09/2023	83.16
5099 - Office Three Sixty, INC	2723295	18-Office Supplies - post it notes/file folders	Paid by EFT # 55681		10/31/2023	10/31/2023	11/09/2023		11/09/2023	50.73
Account 52110 - Office Supplies Totals							Invoice Transactions	3		\$143.13
Program 181000 - Administration Totals							Invoice Transactions	3		\$143.13
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	089395	18 - Banneker Fall Festival supplies; apples and plates,	Paid by Check # 77644		10/31/2023	10/31/2023	11/09/2023		11/09/2023	19.60
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$19.60
Program 181001 - Health & Wellness Totals							Invoice Transactions	1		\$19.60
Program 181100 - Marketing										
Account 52110 - Office Supplies										
4225 - REACH Sports Marketing Group, INC	90675	18-DS3 media player for Twin Lakes Rec Center	Paid by EFT # 55703		10/31/2023	10/31/2023	11/09/2023		11/09/2023	199.00
5103 - Staples Contract & Commercial, INC	8071814924	18-magenta ink for plotter printer	Paid by EFT # 55729		10/31/2023	10/31/2023	11/09/2023		11/09/2023	354.79
Account 52110 - Office Supplies Totals							Invoice Transactions	2		\$553.79
Account 53220 - Postage										
933 - United States Postal Service	BULKMAIL-2023	18-Annual bulk mail permit #302 renewal 2023	Paid by Check # 77654		10/31/2023	10/31/2023	11/09/2023		11/09/2023	310.00
933 - United States Postal Service	9-27-2023	18-Deposit to Bulk Mail account #302 Bloomington Parks & Rec	Paid by Check # 77655		10/31/2023	10/31/2023	11/09/2023		11/09/2023	40,000.00
Account 53220 - Postage Totals							Invoice Transactions	2		\$40,310.00
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	41481	18-ice arena admit one and punch passes	Paid by EFT # 55530		10/31/2023	10/31/2023	11/09/2023		11/09/2023	90.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	41525	18-November 2023 Kids Kraze #830	Paid by EFT # 55530		10/31/2023	10/31/2023	11/09/2023		11/09/2023	290.50
818 - Everywhere Signs, LLC	60260	18-dasherboard decal for Blgtn Figure Skating Club 2023	Paid by EFT # 55591		10/31/2023	10/31/2023	11/09/2023		11/09/2023	140.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53310 - Printing										
2895 - Rapid Reproductions, INC	113607	18-yard signs B-Line detour & Griffy trail	Paid by EFT # 55701		10/31/2023	10/31/2023	11/09/2023		11/09/2023	98.45
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-57964	18-golf sign decal & Jim Maire photo plaque for SYP	Paid by EFT # 55708		10/31/2023	10/31/2023	11/09/2023		11/09/2023	102.50
Account 53310 - Printing Totals Invoice Transactions 5										<u>\$721.45</u>
Account 53320 - Advertising										
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12310113514	18-30-sec spots for 2023 Pumpkin Launch #12 on WGCL	Paid by EFT # 55715		10/31/2023	10/31/2023	11/09/2023		11/09/2023	60.00
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12310113510	18-30-sec spots for 2023 Pumpkin Launch #8 WTTS	Paid by EFT # 55715		10/31/2023	10/31/2023	11/09/2023		11/09/2023	56.00
Account 53320 - Advertising Totals Invoice Transactions 2										<u>\$116.00</u>
Account 53910 - Dues and Subscriptions										
5511 - Bloomington Elite-BNI	0012	18-2024 membership fee and room dues for Julie Ramey	Paid by EFT # 55551		10/31/2023	10/31/2023	11/09/2023		11/09/2023	839.00
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-6032	18-Quarterly web hosting Twin Lakes Rec Center & Switchyard Par	Paid by EFT # 55617		10/31/2023	10/31/2023	11/09/2023		11/09/2023	330.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 2										<u>\$1,169.00</u>
Program 181100 - Marketing Totals Invoice Transactions 13										<u>\$42,870.24</u>
Program 182001 - Aquatics - Bryan Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331023	18- Electric Charges for FSC - 09/06-10/17/23	Paid by Check # 77631		11/01/2023	11/01/2023	11/01/2023		11/01/2023	328.03
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$328.03</u>
Program 182001 - Aquatics - Bryan Pool Totals Invoice Transactions 1										<u>\$328.03</u>
Program 182002 - Aquatics - Mills Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10244032	18-Aquatic oxygen 9/1/23-9/30/23	Paid by EFT # 55625		10/31/2023	10/31/2023	11/09/2023		11/09/2023	61.74
Account 52220 - Agricultural Supplies Totals Invoice Transactions 1										<u>\$61.74</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331023	18- Electric Charges for FSC - 09/06-10/17/23	Paid by Check # 77631		11/01/2023	11/01/2023	11/01/2023		11/01/2023	21.26
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$21.26</u>
Program 182002 - Aquatics - Mills Pool Totals Invoice Transactions 2										<u>\$83.00</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 182500 - Frank Southern Center										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DVJ-47WJ-4YKT	18-FSC entrance awning cleaner & First Aid Supplies	Paid by EFT # 55533		10/31/2023	10/31/2023	11/09/2023		11/09/2023	8.28
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$8.28</u>
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3156446055	18-FSC Zamboni Propane 10-23-23	Paid by EFT # 55535		10/31/2023	10/31/2023	11/09/2023		11/09/2023	234.85
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	<u>\$234.85</u>
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DVJ-47WJ-4YKT	18-FSC entrance awning cleaner & First Aid Supplies	Paid by EFT # 55533		10/31/2023	10/31/2023	11/09/2023		11/09/2023	17.97
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	<u>\$17.97</u>
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	771701	18-FSC LED bulbs, tape, primer,paint,cable ties	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	45.74
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	<u>\$45.74</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331023	18- Electric Charges for FSC - 09/06-10/17/23	Paid by Check # 77631		11/01/2023	11/01/2023	11/01/2023		11/01/2023	4,767.70
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$4,767.70</u>
Account 53610 - Building Repairs										
423 - City Glass of Bloomington, INC	76819	18-FSC Entry Door Reinstall Mullion	Paid by EFT # 55567		10/31/2023	10/31/2023	11/09/2023		11/09/2023	510.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	<u>\$510.00</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3212376	18 - FSC Entry Rug Cleaning Service 10-17-23	Paid by EFT # 55694		10/31/2023	10/31/2023	11/09/2023		11/09/2023	77.21
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	<u>\$77.21</u>
Account 53990 - Other Services and Charges										
4170 - Comcast Cable Communications, INC	1190548452101323	18-FSC cable service 10/27-11/26/23	Paid by Check # 77623		11/01/2023	11/01/2023	11/01/2023		11/01/2023	121.18
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$121.18</u>
Program 182500 - Frank Southern Center Totals									Invoice Transactions 8	<u>\$5,782.93</u>



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
334 - Irving Materials, INC	71278495	18 - Cascades sand for top dressing	Paid by EFT # 55631		10/31/2023	10/31/2023	11/09/2023		11/09/2023	572.21
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	1	\$572.21
Account 52240 - Fuel and Oil										
14129 - C & S, INC	6894	18 - Cascades Gas for Mowers	Paid by EFT # 55562		10/31/2023	10/31/2023	11/09/2023		11/09/2023	3,044.58
Account 52240 - Fuel and Oil Totals								Invoice Transactions	1	\$3,044.58
Account 52320 - Motor Vehicle Repair										
455 - Industrial Service & Supply, INC	79059	18 - Cascades Hoses, ferrules, o-rings	Paid by EFT # 55628		10/31/2023	10/31/2023	11/09/2023		11/09/2023	149.68
Account 52320 - Motor Vehicle Repair Totals								Invoice Transactions	1	\$149.68
Account 52420 - Other Supplies										
4140 - Interstate All Battery Center of Bloomington, INC	1903302014084	18 - Cascades Batteries for Maintenance carts	Paid by EFT # 55629		10/31/2023	10/31/2023	11/09/2023		11/09/2023	188.95
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$188.95
Account 52430 - Uniforms and Tools										
4574 - John Deere Financial f.s.b. (Rural King)	196202	18 - Cascades Tools for Maintenance - screwdriver set, Dewalt	Paid by Check # 77643		10/31/2023	10/31/2023	11/09/2023		11/09/2023	260.99
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	1	\$260.99
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331023	18- Electric Charges for FSC - 09/06-10/17/23	Paid by Check # 77631		11/01/2023	11/01/2023	11/01/2023		11/01/2023	1,155.03
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$1,155.03
Account 54420 - Purchase of Equipment										
8754 - Beard Equipment Company, INC	29408748	18 - Cascades Buffalo Turbine Blower	Paid by EFT # 55543		10/31/2023	10/31/2023	11/09/2023		11/09/2023	10,950.00
Account 54420 - Purchase of Equipment Totals								Invoice Transactions	1	\$10,950.00
Program 183500 - Golf Services Totals								Invoice Transactions	7	\$16,321.44
Program 184000 - Natural Resources										
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	556002	18-Mower Oil, Winter bar&chain oil, 14" chain saw chain and tim	Paid by EFT # 55546		10/31/2023	10/31/2023	11/09/2023		11/09/2023	76.93
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	1	\$76.93



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331023	18- Electric Charges for FSC - 09/06-10/17/23	Paid by Check # 77631		11/01/2023	11/01/2023	11/01/2023		11/01/2023	32.62
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										\$32.62
Account 53990 - Other Services and Charges										
7442 - Western EcoSystems Technology, INC	94547	18- Griffy NP Wetland Delineation 08/27/23-09/30/23	Paid by EFT # 55761		10/31/2023	10/31/2023	11/09/2023		11/09/2023	4,926.25
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 184000 - Natural Resources Totals										Invoice Transactions 3
										\$4,926.25
										\$5,035.80
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331023	18- Electric Charges for FSC - 09/06-10/17/23	Paid by Check # 77631		11/01/2023	11/01/2023	11/01/2023		11/01/2023	209.37
Account 53510 - Electrical Services Totals										Invoice Transactions 1
Program 184500 - Youth Services -Juke Box Totals										Invoice Transactions 1
										\$209.37
Program 186500 - Community Events										
Account 53730 - Machinery and Equipment Rental										
536 - Chris Ramsey (KingSnake Sound Company)	140710	18 - Sound engineering @ Pumpkin Launch event 10/21/23	Paid by EFT # 55700		10/31/2023	10/31/2023	11/09/2023		11/09/2023	525.00
Account 53730 - Machinery and Equipment Rental Totals										Invoice Transactions 1
Program 186500 - Community Events Totals										Invoice Transactions 1
										\$525.00
Program 187001 - Adult Sports-Softball										
Account 52230 - Garage and Motor Supplies										
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL30308	18- TLSP 2023 Oil Filter, 1 Gal 15W-4, Bolt, Boss Spline	Paid by EFT # 55710		10/31/2023	10/31/2023	11/09/2023		11/09/2023	407.93
Account 52230 - Garage and Motor Supplies Totals										Invoice Transactions 1
										\$407.93
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331023	18- Electric Charges for FSC - 09/06-10/17/23	Paid by Check # 77631		11/01/2023	11/01/2023	11/01/2023		11/01/2023	447.96
Account 53510 - Electrical Services Totals										Invoice Transactions 1
Program 187001 - Adult Sports-Softball Totals										Invoice Transactions 2
										\$855.89
Program 187202 - Youth Sports-Winslow										
Account 52230 - Garage and Motor Supplies										
6262 - Koenig Equipment, INC	P41425	18- Winslow 2023 Oil Filters and Oil for 1550 Mower	Paid by EFT # 55648		10/31/2023	10/31/2023	11/09/2023		11/09/2023	61.77



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 52230 - Garage and Motor Supplies										
6262 - Koenig Equipment, INC	P41443	18- Winslow 2023 Oil Filters and Oil for SandPro	Paid by EFT # 55648		10/31/2023	10/31/2023	11/09/2023		11/09/2023	11.00
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 2	<u>\$72.77</u>
Account 52240 - Fuel and Oil										
6262 - Koenig Equipment, INC	P41443	18- Winslow 2023 Oil Filters and Oil for SandPro	Paid by EFT # 55648		10/31/2023	10/31/2023	11/09/2023		11/09/2023	7.88
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	<u>\$7.88</u>
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	771115	18-marking flags	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	13.49
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	<u>\$13.49</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331023	18- Electric Charges for FSC - 09/06-10/17/23	Paid by Check # 77631		11/01/2023	11/01/2023	11/01/2023		11/01/2023	469.18
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$469.18</u>
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 5	<u>\$563.32</u>
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331023	18- Electric Charges for FSC - 09/06-10/17/23	Paid by Check # 77631		11/01/2023	11/01/2023	11/01/2023		11/01/2023	450.22
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$450.22</u>
Program 187208 - Youth Sports-Olcott Totals									Invoice Transactions 1	<u>\$450.22</u>
Program 187500 - Banneker										
Account 52430 - Uniforms and Tools										
11693 - The Award Center, INC	62001	18- Banneker name tags	Paid by EFT # 55738		10/31/2023	10/31/2023	11/09/2023		11/09/2023	75.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	<u>\$75.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331023	18- Electric Charges for FSC - 09/06-10/17/23	Paid by Check # 77631		11/01/2023	11/01/2023	11/01/2023		11/01/2023	425.35
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$425.35</u>
Program 187500 - Banneker Totals									Invoice Transactions 2	<u>\$500.35</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM233413	18-bath tissue, roll towel, cleaner, gloves, disinfectant spray	Paid by EFT # 55592		10/31/2023	10/31/2023	11/09/2023		11/09/2023	413.05



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0619257-1	18-Custodial - trash bags	Paid by EFT # 55593		10/31/2023	10/31/2023	11/09/2023		11/09/2023	247.90
9269 - Ferguson Facilities Supply, HP Products #3400	0622372	18-trash bags	Paid by EFT # 55593		10/31/2023	10/31/2023	11/09/2023		11/09/2023	66.46
8658 - Kleindorfer's Hardware LLC	773830	18-broom/dust pan; lamp fuses	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	8.49
Account 52210 - Institutional Supplies Totals									Invoice Transactions 4	\$735.90
Account 52230 - Garage and Motor Supplies										
177 - Indiana Oxygen Company, INC	10259885	18-Regulator for oxygen tank OPS Center	Paid by EFT # 55625		10/31/2023	10/31/2023	11/09/2023		11/09/2023	99.95
8658 - Kleindorfer's Hardware LLC	771940	18-30A 250 male plug end	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	24.49
476 - Southern Indiana Parts, INC (Napa Auto Parts)	539171	18-floor dri for the shop	Paid by EFT # 55726		10/31/2023	10/31/2023	11/09/2023		11/09/2023	19.20
476 - Southern Indiana Parts, INC (Napa Auto Parts)	540941	18-supplies to service machines	Paid by EFT # 55726		10/31/2023	10/31/2023	11/09/2023		11/09/2023	71.50
476 - Southern Indiana Parts, INC (Napa Auto Parts)	541727	18-Garage & motor supplies, cleaner	Paid by EFT # 55726		10/31/2023	10/31/2023	11/09/2023		11/09/2023	58.92
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 5	\$274.06
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	773057	18-diagonal pliers, deep well socket	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	16.38
8658 - Kleindorfer's Hardware LLC	773205	18-materials to install ballard at Cascades	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	20.61
8658 - Kleindorfer's Hardware LLC	773854	18-bit set, torx bits	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	9.87
8658 - Kleindorfer's Hardware LLC	773435	18-materials to install trash can at Miller Showers	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	5.73
8658 - Kleindorfer's Hardware LLC	773909	18-replacement light bulbs for upper barn	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	49.53
8658 - Kleindorfer's Hardware LLC	772921	18-Material for Truck 808	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	54.40
8658 - Kleindorfer's Hardware LLC	772956	18-concrete patch	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	33.99
8658 - Kleindorfer's Hardware LLC	772978	18-torx bit, penetrating oil, hex bit to install activity panel	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	16.54
365 - Rogers Group, INC	0713014098	18-(2) Gabion Rip Rap	Paid by EFT # 55712		10/31/2023	10/31/2023	11/09/2023		11/09/2023	52.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 9	\$259.05



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	773948	18-misc PVC parts for Winslow sports pipe repairs	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	58.21
8658 - Kleindorfer's Hardware LLC	773886	18-plumbing parts, pipe & glue for Winslow Sports-773885/773886	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	39.72
8658 - Kleindorfer's Hardware LLC	733998	18-door rollers at SYP - west garage door	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	5.99
8658 - Kleindorfer's Hardware LLC	773329	18-PVC primer and cleaner	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	15.58
8658 - Kleindorfer's Hardware LLC	773830	18-broom/dust pan; lamp fuses	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	2.49
8658 - Kleindorfer's Hardware LLC	772721	18-tubing, coupling for floor scrubber at Ops	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	15.39
8658 - Kleindorfer's Hardware LLC	773389	18-tubing and coupler for floor scrubber	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	16.59
8658 - Kleindorfer's Hardware LLC	772898	18-(8) bulb extensions & (1) 150 watt LED bulb	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	45.21
8658 - Kleindorfer's Hardware LLC	772794	18-spray paint for graffiti & grill maintenance & paint supplies	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	156.96
8658 - Kleindorfer's Hardware LLC	775757	18-supply line and mason bit for Highland Village Park fountain	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	27.37
8658 - Kleindorfer's Hardware LLC	771877	18-wall mount door stop, rubber pads	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	7.48
6262 - Koenig Equipment, INC	P41262	18-filters, cleaner, oil, for John Deere at Cascades	Paid by EFT # 55648		10/31/2023	10/31/2023	11/09/2023		11/09/2023	441.12
6262 - Koenig Equipment, INC	P41288	18-weedeater string	Paid by EFT # 55648		10/31/2023	10/31/2023	11/09/2023		11/09/2023	67.99
6262 - Koenig Equipment, INC	P41291	18-simple90adapter to service machines	Paid by EFT # 55648		10/31/2023	10/31/2023	11/09/2023		11/09/2023	10.99
6262 - Koenig Equipment, INC	P41426	18-filters, oil, blade, belt for John Deere's at Bryan & Olcott	Paid by EFT # 55648		10/31/2023	10/31/2023	11/09/2023		11/09/2023	259.18
6262 - Koenig Equipment, INC	P41508	18-oil filter, air filters, oil for John Deere at Ops	Paid by EFT # 55648		10/31/2023	10/31/2023	11/09/2023		11/09/2023	169.29



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
6262 - Koenig Equipment, INC	P41515	18-oil filter for 580 @ Olcott and Bryan	Paid by EFT # 55648		10/31/2023	10/31/2023	11/09/2023		11/09/2023	19.66
6262 - Koenig Equipment, INC	P41686	18-oil and filters for John Deere 445	Paid by EFT # 55648		10/31/2023	10/31/2023	11/09/2023		11/09/2023	87.57
476 - Southern Indiana Parts, INC (Napa Auto Parts)	541726	18-Parts & supplies for groundskeeping equipment, air filter	Paid by EFT # 55726		10/31/2023	10/31/2023	11/09/2023		11/09/2023	11.56
476 - Southern Indiana Parts, INC (Napa Auto Parts)	542409	18-fuel filter and motor treatment for truck 847	Paid by EFT # 55726		10/31/2023	10/31/2023	11/09/2023		11/09/2023	68.99
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	20	\$1,527.34
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331023	18- Electric Charges for FSC - 09/06-10/17/23	Paid by Check # 77631		11/01/2023	11/01/2023	11/01/2023		11/01/2023	2,684.07
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$2,684.07
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3212773	18-Floor mat services @ RH/Ops Office - 10/18/23	Paid by EFT # 55694		10/31/2023	10/31/2023	11/09/2023		11/09/2023	25.52
53657 - Plymate, INC	3212774	18-Floor mat services @ Ops Ctr - 10/18/23	Paid by EFT # 55694		10/31/2023	10/31/2023	11/09/2023		11/09/2023	28.26
4175 - The Stables Events, LLC (Izzy's Rentals)	19294	18-pumping/cleaning of (8) port-a-let units - October 2023	Paid by EFT # 55741		10/31/2023	10/31/2023	11/09/2023		11/09/2023	1,240.00
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	3	\$1,293.78
Program 189000 - Operations Totals								Invoice Transactions	42	\$6,774.20
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I347930	18-SYP Institutional Supplies - towels, toilet tissue, trash bag	Paid by Check # 77640		10/31/2023	10/31/2023	11/09/2023		11/09/2023	561.29
177 - Indiana Oxygen Company, INC	10257949	18 -SYP CO2 Tank End of Season Return	Paid by EFT # 55625		10/31/2023	10/31/2023	11/09/2023		11/09/2023	38.29
Account 52210 - Institutional Supplies Totals								Invoice Transactions	2	\$599.58
Account 52310 - Building Materials and Supplies										
8401 - Hanover Prest-Paving Co (Hanover Architectural	140323	18- SYP Spray Pad Replacement Paver Tiles	Paid by EFT # 55608		10/31/2023	10/31/2023	11/09/2023		11/09/2023	2,042.76
4458 - SiteOne Landscape Supply Holding, LLC	135233229-001	18 -SYP irrigations control valve covers & control valve boxes	Paid by EFT # 55723		10/31/2023	10/31/2023	11/09/2023		11/09/2023	138.26
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	2	\$2,181.02



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	70615	18 SYP Misc Supplies - screwdriver, simple green, tide	Paid by Check # 77643		10/31/2023	10/31/2023	11/09/2023		11/09/2023	28.47
8658 - Kleindorfer's Hardware LLC	773476	18-SYP Misc Hardware; command strip, plexi cleaner, Goop Off, sc	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	18.36
8658 - Kleindorfer's Hardware LLC	772907	18- SYP Duct Tape & Epoxy	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	32.28
8658 - Kleindorfer's Hardware LLC	771027	18- SYP screws and drill bits for skate deterrent installation	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	19.60
8658 - Kleindorfer's Hardware LLC	772590	18 -SYP cobalt drill bits	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	13.60
476 - Southern Indiana Parts, INC (Napa Auto Parts)	541942	18-SYP Dry Lubricant Spray for Pavilion Garage Doors	Paid by EFT # 55726		10/31/2023	10/31/2023	11/09/2023		11/09/2023	19.16
Account 52420 - Other Supplies Totals								Invoice Transactions	6	<u>\$131.47</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331023	18- Electric Charges for FSC - 09/06-10/17/23	Paid by Check # 77631		11/01/2023	11/01/2023	11/01/2023		11/01/2023	3,028.46
Account 53510 - Electrical Services Totals								Invoice Transactions	1	<u>\$3,028.46</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	200902-0010923	18-Water Sewer Charges September 2023-14 Lab Test	Paid by Check # 77622		11/01/2023	11/01/2023	11/01/2023		11/01/2023	420.00
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	<u>\$420.00</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	C014365	18- SYP Preventative Maintenance -Fall 2023	Paid by EFT # 55609		10/31/2023	10/31/2023	11/09/2023		11/09/2023	8,786.00
2123 - Jerico Metal Specialties, LLC	23-1248-1	18- SYP Repairs to Walnut S Bridge Railing	Paid by EFT # 55637		10/31/2023	10/31/2023	11/09/2023		11/09/2023	900.00
Account 53610 - Building Repairs Totals								Invoice Transactions	2	<u>\$9,686.00</u>
Program 189006 - Switchyard Property Totals								Invoice Transactions	14	<u>\$16,046.53</u>
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
4568 - Forestry Suppliers, INC	464512-00	18 - UGS 15 gallons NIS surfactant & Pathfinder II RTU herbicide	Paid by EFT # 55596		10/31/2023	10/31/2023	11/09/2023		11/09/2023	1,540.57
137 - Good Earth, LLC	21196	18 - UGS hardwood mulch 10-20-23	Paid by EFT # 55602		10/31/2023	10/31/2023	11/09/2023		11/09/2023	96.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	21194	18 - UGS hardwood mulch 10-20-23	Paid by EFT # 55602		10/31/2023	10/31/2023	11/09/2023		11/09/2023	160.00
137 - Good Earth, LLC	21192	18 - UGS hardwood mulch 10-18-2023	Paid by EFT # 55602		10/31/2023	10/31/2023	11/09/2023		11/09/2023	64.00
137 - Good Earth, LLC	21190	18 - UGS hardwood mulch 10-18-23	Paid by EFT # 55602		10/31/2023	10/31/2023	11/09/2023		11/09/2023	96.00
137 - Good Earth, LLC	21187	18 - UGS hardwood mulch 10-17-23	Paid by EFT # 55602		10/31/2023	10/31/2023	11/09/2023		11/09/2023	96.00
137 - Good Earth, LLC	21182	18 - UGS hardwood mulch 10-17-23	Paid by EFT # 55602		10/31/2023	10/31/2023	11/09/2023		11/09/2023	96.00
137 - Good Earth, LLC	21181	18 - UGS hardwood mulch 10-13-23	Paid by EFT # 55602		10/31/2023	10/31/2023	11/09/2023		11/09/2023	96.00
137 - Good Earth, LLC	21197	18 - UGS hardwood mulch (12) 10/23/23	Paid by EFT # 55602		10/31/2023	10/31/2023	11/09/2023		11/09/2023	192.00
137 - Good Earth, LLC	21203	18 - UGS hardwood mulch (6) 10/26/23	Paid by EFT # 55602		10/31/2023	10/31/2023	11/09/2023		11/09/2023	96.00
137 - Good Earth, LLC	21206	18 - UGS hardwood mulch (4) 10/27/23	Paid by EFT # 55602		10/31/2023	10/31/2023	11/09/2023		11/09/2023	64.00
52948 - Mays Greenhouse, LLC	34697	18-8 annual mums	Paid by EFT # 55659		10/31/2023	10/31/2023	11/09/2023		11/09/2023	37.96
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 12	\$2,634.53
Account 52420 - Other Supplies										
313 - Fastenal Company	INBLM233281	18 - UGS 3 cases medium 4 mil gloves (PPE)	Paid by EFT # 55592		10/31/2023	10/31/2023	11/09/2023		11/09/2023	277.50
8658 - Kleindorfer's Hardware LLC	773147	18-4 spools weedeater string	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	79.98
53125 - Mr. Copy, INC	36764	18 - UGS SYP Native Plant Guides (50)	Paid by EFT # 55672		10/31/2023	10/31/2023	11/09/2023		11/09/2023	560.70
5099 - Office Three Sixty, INC	2723257	18- Landscaping supplies - notebooks/dry erase markers	Paid by EFT # 55681		10/31/2023	10/31/2023	11/09/2023		11/09/2023	209.99
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-58037	18 - UGS 50 18" x 24" coroplast Pesticide Application signs	Paid by EFT # 55708		10/31/2023	10/31/2023	11/09/2023		11/09/2023	590.50
Account 52420 - Other Supplies Totals									Invoice Transactions 5	\$1,718.67
Program 189500 - Landscaping Totals									Invoice Transactions 17	\$4,353.20



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	773147	18-4 spools weedeater string	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	79.98
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$79.98
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331023	18- Electric Charges for FSC - 09/06-10/17/23	Paid by Check # 77631		11/01/2023	11/01/2023	11/01/2023		11/01/2023	111.10
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										\$111.10
Program 189501 - Cemeteries Totals										Invoice Transactions 2
										\$191.08
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
4660 - A.M. Leonard, INC	CI23053997	18-UF Signs, Deer guards, Water bags, MISC	Paid by EFT # 55531		10/31/2023	10/31/2023	11/09/2023		11/09/2023	1,834.79
293 - J&S Locksmith Shop, INC	251861	18-UF Replacement Bar and Chains	Paid by EFT # 55633		10/31/2023	10/31/2023	11/09/2023		11/09/2023	220.45
4574 - John Deere Financial f.s.b. (Rural King)	168128	18-knife sharpener, black roof bino, mallet hammer, steel post, 18-8" cable ties	Paid by Check # 77643		10/31/2023	10/31/2023	11/09/2023		11/09/2023	108.89
8658 - Kleindorfer's Hardware LLC	773588	18-8" cable ties	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	20.07
8658 - Kleindorfer's Hardware LLC	771814	18-5 3/4 sharpen wheel (2)	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	78.00
Account 52420 - Other Supplies Totals										Invoice Transactions 5
										\$2,262.20
Account 53910 - Dues and Subscriptions										
5424 - Davey Resource Group (Davey Tree Expert)	9000008569	18-UF Treekeeper 3 years sub renewal - expires 8/31/26	Paid by EFT # 55577		10/31/2023	10/31/2023	11/09/2023		11/09/2023	6,250.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$6,250.00
Account 53990 - Other Services and Charges										
3735 - Bluestone Tree, INC.	13383	18-Tree Removal with cleanup- 721 S. Eddington Drive	Paid by EFT # 55555		10/31/2023	10/31/2023	11/09/2023		11/09/2023	3,700.83
8189 - Paragon Asset Recovery Services, LLC (Sedgwick)	1124504	18-General Liability Ded-S. Greenwell- #4A2307V53R1	Paid by EFT # 55687		10/31/2023	10/31/2023	11/09/2023		11/09/2023	5,000.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 2
										\$8,700.83
Program 189503 - Urban Forestry Totals										Invoice Transactions 8
										\$17,213.03
Department 18 - Parks & Recreation Totals										Invoice Transactions 133
										\$118,266.36
Fund 200 - Parks and Recreation Gen (S1301) Totals										Invoice Transactions 133
										\$118,266.36



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	093423	18 - The Cooking Classroom Supplies	Paid by Check # 77644		10/31/2023	10/31/2023	11/09/2023		11/09/2023	106.41
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$106.41
Program 181001 - Health & Wellness Totals							Invoice Transactions	1		\$106.41
Program 182501 - Frank Southern Center Concession										
Account 53630 - Machinery and Equipment Repairs										
138 - Gooldy & Sons, INC	H 7084	18-FSC Ice Machine Repair-9/27 & 9/28/23	Paid by EFT # 55603		10/31/2023	10/31/2023	11/09/2023		11/09/2023	505.00
Account 53630 - Machinery and Equipment Repairs Totals							Invoice Transactions	1		\$505.00
Program 182501 - Frank Southern Center Concession Totals							Invoice Transactions	1		\$505.00
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
8155 - PepsiCo Beverage Sales, LLC	99323260	18 - Cascades Bottled Drinks, BIBs-10/30/23	Paid by EFT # 55691		10/31/2023	10/31/2023	11/09/2023		11/09/2023	441.09
5819 - Synchrony Bank	3109	18-Cascades Snack Bar Items, Candy, Buns, Chips-10/20/23	Paid by Check # 77652		10/31/2023	10/31/2023	11/09/2023		11/09/2023	159.10
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	2		\$600.19
Program 183500 - Golf Services Totals							Invoice Transactions	2		\$600.19
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	6904	18-TLRC industrial supplies; batteries, laundry soap, Glade oils	Paid by Check # 77652		10/31/2023	10/31/2023	11/09/2023		11/09/2023	59.43
Account 52210 - Institutional Supplies Totals							Invoice Transactions	1		\$59.43
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331023	18- Electric Charges for FSC - 09/06-10/17/23	Paid by Check # 77631		11/01/2023	11/01/2023	11/01/2023		11/01/2023	38.64
Account 53510 - Electrical Services Totals							Invoice Transactions	1		\$38.64
Account 53610 - Building Repairs										
53657 - Plymate, INC	3214358	18 - TLRC Entry Mats 10/25/23	Paid by EFT # 55694		10/31/2023	10/31/2023	11/09/2023		11/09/2023	82.38
Account 53610 - Building Repairs Totals							Invoice Transactions	1		\$82.38
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	075619410X231022	18-Cable television fitness are TLRC-10/21 -11/20/23	Paid by Check # 77624		11/01/2023	11/01/2023	11/01/2023		11/01/2023	245.98
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		\$245.98
Program 185000 - Twin Lakes Recreation Center Totals							Invoice Transactions	4		\$426.43



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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 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
8271 - Morgan Brummett	102623	18- TLRC Group Ex Instructor Pay 10/18-10/26/23	Paid by EFT # 55561		10/31/2023	10/31/2023	11/09/2023		11/09/2023	243.75
8271 - Morgan Brummett	102523	18- TLRC Group Ex Instructor Pay 10/25/23	Paid by EFT # 55561		10/31/2023	10/31/2023	11/09/2023		11/09/2023	30.00
7276 - Kaitlyn Clementi	102423	18- TLRC Group Ex Instructor Contractual Pay 10/17-10/24/23	Paid by EFT # 55569		10/31/2023	10/31/2023	11/09/2023		11/09/2023	165.00
8370 - Alice M Day	102423	18- TLRC Group Ex Instructor Pay 10/17-10/24/23	Paid by EFT # 55578		10/31/2023	10/31/2023	11/09/2023		11/09/2023	62.50
13007 - Valeria A Decastro	102523	18- TLRC Contractual Group Ex Instructor Pay 10/16-10/25/23	Paid by EFT # 55579		10/31/2023	10/31/2023	11/09/2023		11/09/2023	125.00
5274 - Catherine T Gossett	102723	18- TLRC Group Ex Instructor Pay 10/16-10/27/23	Paid by EFT # 55604		10/31/2023	10/31/2023	11/09/2023		11/09/2023	312.50
5274 - Catherine T Gossett	102523	18- TLRC Group Ex Instructor Pay 10/25/23	Paid by EFT # 55604		10/31/2023	10/31/2023	11/09/2023		11/09/2023	15.00
8399 - Gustavus Alexis McLeod	102623	18- TLRC Group Ex Instructor Pay 10/17-10/26/23	Paid by EFT # 55661		10/31/2023	10/31/2023	11/09/2023		11/09/2023	125.00
8894 - Matthew Thomas Moon	102623	18- TLRC Group Ex Instructor Pay 10/17-10/26/23	Paid by EFT # 55670		10/31/2023	10/31/2023	11/09/2023		11/09/2023	75.00
1973 - Megan M Stark	102723	18-TLRC - Personal Training payment 10/16-10/27/23	Paid by EFT # 55730		10/31/2023	10/31/2023	11/09/2023		11/09/2023	300.00
8581 - Catherine M Storm	102623	18-TLRC Fitness Specialist	Paid by EFT # 55733		10/31/2023	10/31/2023	11/09/2023		11/09/2023	125.00
8184 - Emily E Tally	102623	18- TLRC Group Ex Instructor Pay 10/17-10/26/23	Paid by EFT # 55735		10/31/2023	10/31/2023	11/09/2023		11/09/2023	125.00
7960 - Lauren Wilson (Elae Entertainment Group LLC)	102623	18- TLRC Group Ex Instructor Pay 10/16-10/26/23	Paid by EFT # 55764		10/31/2023	10/31/2023	11/09/2023		11/09/2023	125.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	13		\$1,828.75
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions	13		\$1,828.75



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
8914 - Kennedy White	102523	18-Future Stars Basketball Instructor 10/25/23	Paid by EFT # 55763		10/31/2023	10/31/2023	11/09/2023		11/09/2023	35.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	1	\$35.00
Program 185003 - TLRC-Basketball Totals								Invoice Transactions	1	\$35.00
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
8155 - PepsiCo Beverage Sales, LLC	80218010	18-TLRC Concession Items - 10-18-23	Paid by EFT # 55691		10/31/2023	10/31/2023	11/09/2023		11/09/2023	1,233.09
8155 - PepsiCo Beverage Sales, LLC	96467312	18 - TLRC Concessions Items for Sale 10-25-23	Paid by EFT # 55691		10/31/2023	10/31/2023	11/09/2023		11/09/2023	548.70
5819 - Synchrony Bank	6903	18-TLRC Concession Items - 10-20-23	Paid by Check # 77652		10/31/2023	10/31/2023	11/09/2023		11/09/2023	409.32
21145 - Sysco USA III, LLC	338728540	18-TLRC Concession Items - 10-18-23	Paid by EFT # 55734		10/31/2023	10/31/2023	11/09/2023		11/09/2023	559.94
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	4	\$2,751.05
Program 185006 - TLRC-Concessions Totals								Invoice Transactions	4	\$2,751.05
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WVC-NJHQ-17KP	18-Pumpkin Launch/ Skate and Scare supplies	Paid by EFT # 55533		10/31/2023	10/31/2023	11/09/2023		11/09/2023	772.29
4798 - Fun Express, LLC	72669277201	18 - Prizes for Trick or Treat Trail Games	Paid by EFT # 55598		10/31/2023	10/31/2023	11/09/2023		11/09/2023	297.49
4574 - John Deere Financial f.s.b. (Rural King)	195994	18 - 8 Straw bales	Paid by Check # 77643		10/31/2023	10/31/2023	11/09/2023		11/09/2023	63.92
Account 52420 - Other Supplies Totals								Invoice Transactions	3	\$1,133.70
Account 53730 - Machinery and Equipment Rental										
4175 - The Stables Events, LLC (Izzy's Rentals)	19343	18 - Portable toilet rental - Pumpkin Launch event	Paid by EFT # 55741		10/31/2023	10/31/2023	11/09/2023		11/09/2023	305.00
Account 53730 - Machinery and Equipment Rental Totals								Invoice Transactions	1	\$305.00
Account 53990 - Other Services and Charges										
8765 - 858 Industries, INC	1866	18- SYP Main Stage Install-scissor lift & labor	Paid by EFT # 55529		10/31/2023	10/31/2023	11/09/2023		11/09/2023	2,144.00
6631 - Tony Brewer	10-14-23	18- Eulogies on demand writing service for Cemetery Tours	Paid by EFT # 55559		10/31/2023	10/31/2023	11/09/2023		11/09/2023	300.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
6686 - Sarah L Owen	102123-Pumpkin	18 - Emcee for Pumpkin Launch event 10/21/23	Paid by EFT # 55684		10/31/2023	10/31/2023	11/09/2023		11/09/2023	200.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 3	\$2,644.00
								Program 186500 - Community Events Totals	Invoice Transactions 7	\$4,082.70
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
4610 - Hopscotch Coffee, LLC	000083	18-to go coffee (2 boxes) for garden events - 10/18 & 10/27	Paid by EFT # 55620		10/31/2023	10/31/2023	11/09/2023		11/09/2023	40.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$40.00
								Program 186502 - Community Events-Gardens Totals	Invoice Transactions 1	\$40.00
Program 186503 - Community Events-Farmers' Market										
Account 43270 - Registration Fees										
Peterman Brothers	2023-00001838	18-Refunds	Paid by Check # 77657		10/31/2023	10/31/2023	11/09/2023		11/09/2023	40.00
								Account 43270 - Registration Fees Totals	Invoice Transactions 1	\$40.00
Account 47230 - Gift Certificate										
7348 - Dale W Jones (Stranger's Hill Certified Organic)	3413	18-Market Bucks and Gift Certificates	Paid by EFT # 55640		10/31/2023	10/31/2023	11/09/2023		11/09/2023	40.00
5200 - Chester L Lehman (Olde Lane Orchard)	3397	18-Market Bucks and Gift Certificates	Paid by EFT # 55651		10/31/2023	10/31/2023	11/09/2023		11/09/2023	140.00
17535 - James W Lewis	3393	18-Market Bucks and Gift Certificates	Paid by EFT # 55652		10/31/2023	10/31/2023	11/09/2023		11/09/2023	40.00
4281 - Living Roots, INC	3409	18-Market Bucks and Gift Certificates	Paid by EFT # 55655		10/31/2023	10/31/2023	11/09/2023		11/09/2023	295.00
8951 - Keith McConnell (McConnell Farm)	3408	18-Market Bucks and Gift Certificates	Paid by EFT # 55660		10/31/2023	10/31/2023	11/09/2023		11/09/2023	30.00
4423 - New Ground Farm, LLC (Michael B Record)	3391	18-Market Bucks and Gift Certificates	Paid by EFT # 55678		10/31/2023	10/31/2023	11/09/2023		11/09/2023	95.00
12409 - Jeffrey A Padgett	3394	18-Market Bucks and Gift Certificates	Paid by EFT # 55685		10/31/2023	10/31/2023	11/09/2023		11/09/2023	20.00
12428 - Perry L Richardson	3400	18-Market Bucks and Gift Certificates	Paid by Check # 77649		10/31/2023	10/31/2023	11/09/2023		11/09/2023	10.00
17532 - Ralph Shatto (Poseys & Pumpkins)	3417	18-Market Bucks and Gift Certificates	Paid by EFT # 55720		10/31/2023	10/31/2023	11/09/2023		11/09/2023	5.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3411	18-Market Bucks and Gift Certificates	Paid by EFT # 55725		10/31/2023	10/31/2023	11/09/2023		11/09/2023	20.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
2496 - Galen Jay Stoll	3399	18-Market Bucks and Gift Certificates	Paid by Check # 77651		10/31/2023	10/31/2023	11/09/2023		11/09/2023	40.00
2496 - Galen Jay Stoll	3414	18-Market Bucks and Gift Certificates	Paid by Check # 77651		10/31/2023	10/31/2023	11/09/2023		11/09/2023	5.00
6623 - Twilight Dairy, LLC	3403	18-Market Bucks and Gift Certificates	Paid by EFT # 55751		10/31/2023	10/31/2023	11/09/2023		11/09/2023	190.00
3666 - Marie Wagler	3406	18-Market Bucks and Gift Certificates	Paid by EFT # 55757		10/31/2023	10/31/2023	11/09/2023		11/09/2023	85.00
12425 - David W Widner	3412	18-Market Bucks and Gift Certificates	Paid by Check # 77656		10/31/2023	10/31/2023	11/09/2023		11/09/2023	10.00
Account 47230 - Gift Certificate Totals Invoice Transactions 15										\$1,025.00
Account 47240 - EBT Market Bucks										
8361 - Blooming Shrooms, LLC	3423	18-Market Bucks	Paid by EFT # 55548		10/31/2023	10/31/2023	11/09/2023		11/09/2023	48.00
12416 - Daniel J Graber	3425	18-Market Bucks	Paid by EFT # 55605		10/31/2023	10/31/2023	11/09/2023		11/09/2023	897.00
8136 - Amanda Hand (MKONO Farm)	3401	18-Market Bucks	Paid by EFT # 55607		10/31/2023	10/31/2023	11/09/2023		11/09/2023	6.00
12527 - Hoosier Honey	3396	18-Market Bucks	Paid by EFT # 55618		10/31/2023	10/31/2023	11/09/2023		11/09/2023	75.00
12527 - Hoosier Honey	3422	18-Market Bucks	Paid by EFT # 55618		10/31/2023	10/31/2023	11/09/2023		11/09/2023	147.00
52276 - Hunter's Honey Farm	3404	18-Market Bucks	Paid by EFT # 55621		10/31/2023	10/31/2023	11/09/2023		11/09/2023	27.00
52276 - Hunter's Honey Farm	3421	18-Market Bucks	Paid by EFT # 55621		10/31/2023	10/31/2023	11/09/2023		11/09/2023	201.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	3413	18-Market Bucks and Gift Certificates	Paid by EFT # 55640		10/31/2023	10/31/2023	11/09/2023		11/09/2023	324.00
5200 - Chester L Lehman (Olde Lane Orchard)	3397	18-Market Bucks and Gift Certificates	Paid by EFT # 55651		10/31/2023	10/31/2023	11/09/2023		11/09/2023	288.00
17535 - James W Lewis	3393	18-Market Bucks and Gift Certificates	Paid by EFT # 55652		10/31/2023	10/31/2023	11/09/2023		11/09/2023	93.00
4281 - Living Roots, INC	3409	18-Market Bucks and Gift Certificates	Paid by EFT # 55655		10/31/2023	10/31/2023	11/09/2023		11/09/2023	636.00
4281 - Living Roots, INC	3407	18-Market Bucks	Paid by EFT # 55655		10/31/2023	10/31/2023	11/09/2023		11/09/2023	741.00
4281 - Living Roots, INC	3426	18-Market Bucks	Paid by EFT # 55655		10/31/2023	10/31/2023	11/09/2023		11/09/2023	261.00
8951 - Keith McConnell (McConnell Farm)	3408	18-Market Bucks and Gift Certificates	Paid by EFT # 55660		10/31/2023	10/31/2023	11/09/2023		11/09/2023	36.00
5079 - Louise Miracle (dba Pie First Bakery)	3427	18-Market Bucks	Paid by EFT # 55665		10/31/2023	10/31/2023	11/09/2023		11/09/2023	15.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
4423 - New Ground Farm, LLC (Michael B Record)	3391	18-Market Bucks and Gift Certificates	Paid by EFT # 55678		10/31/2023	10/31/2023	11/09/2023		11/09/2023	159.00
12409 - Jeffrey A Padgett	3394	18-Market Bucks and Gift Certificates	Paid by EFT # 55685		10/31/2023	10/31/2023	11/09/2023		11/09/2023	75.00
7337 - David Ray (Stonewall Maple Syrup)	3419	18-Market Bucks	Paid by EFT # 55702		10/31/2023	10/31/2023	11/09/2023		11/09/2023	135.00
12430 - Luke Rhodes	3402	18-Market Bucks	Paid by EFT # 55706		10/31/2023	10/31/2023	11/09/2023		11/09/2023	129.00
12430 - Luke Rhodes	3418	18-Market Bucks	Paid by EFT # 55706		10/31/2023	10/31/2023	11/09/2023		11/09/2023	72.00
12428 - Perry L Richardson	3400	18-Market Bucks and Gift Certificates	Paid by Check # 77649		10/31/2023	10/31/2023	11/09/2023		11/09/2023	9.00
12428 - Perry L Richardson	3415	18-Market Bucks	Paid by Check # 77649		10/31/2023	10/31/2023	11/09/2023		11/09/2023	87.00
18289 - Jami D Scholl (Rezenience LLC)	3405	18-Market Bucks	Paid by EFT # 55716		10/31/2023	10/31/2023	11/09/2023		11/09/2023	45.00
18289 - Jami D Scholl (Rezenience LLC)	3398	18-Market Bucks	Paid by EFT # 55716		10/31/2023	10/31/2023	11/09/2023		11/09/2023	9.00
17532 - Ralph Shatto (Poseys & Pumpkins)	3417	18-Market Bucks and Gift Certificates	Paid by EFT # 55720		10/31/2023	10/31/2023	11/09/2023		11/09/2023	132.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3395	18-Market Bucks	Paid by EFT # 55722		10/31/2023	10/31/2023	11/09/2023		11/09/2023	48.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3416	18-Market Bucks	Paid by EFT # 55722		10/31/2023	10/31/2023	11/09/2023		11/09/2023	105.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3411	18-Market Bucks and Gift Certificates	Paid by EFT # 55725		10/31/2023	10/31/2023	11/09/2023		11/09/2023	360.00
2496 - Galen Jay Stoll	3399	18-Market Bucks and Gift Certificates	Paid by Check # 77651		10/31/2023	10/31/2023	11/09/2023		11/09/2023	207.00
2496 - Galen Jay Stoll	3414	18-Market Bucks and Gift Certificates	Paid by Check # 77651		10/31/2023	10/31/2023	11/09/2023		11/09/2023	87.00
8641 - Mark A Tirey (T7 Ranch, LLC)	3420	18-Market Bucks	Paid by EFT # 55743		10/31/2023	10/31/2023	11/09/2023		11/09/2023	54.00
6623 - Twilight Dairy, LLC	3403	18-Market Bucks and Gift Certificates	Paid by EFT # 55751		10/31/2023	10/31/2023	11/09/2023		11/09/2023	252.00
3666 - Marie Wagler	3406	18-Market Bucks and Gift Certificates	Paid by EFT # 55757		10/31/2023	10/31/2023	11/09/2023		11/09/2023	96.00
12425 - David W Widner	3392	18-Market Bucks	Paid by Check # 77656		10/31/2023	10/31/2023	11/09/2023		11/09/2023	33.00
12425 - David W Widner	3412	18-Market Bucks and Gift Certificates	Paid by Check # 77656		10/31/2023	10/31/2023	11/09/2023		11/09/2023	45.00
Account 47240 - EBT Market Bucks Totals									Invoice Transactions 35	\$5,934.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 53990 - Other Services and Charges										
8846 - Caleb Ely	3 10-14-2023	18-for a 90 minute performance at the FM on 10-14-23	Paid by EFT # 55586		10/31/2023	10/31/2023	11/09/2023		11/09/2023	100.00
8211 - Nicholas J Hall	00015	18-A 90-minute performance at FM 10-21-23	Paid by EFT # 55606		10/31/2023	10/31/2023	11/09/2023		11/09/2023	100.00
8830 - Jewels (Jewelz) Nelson	01007231015	18-One hour musical performance at Farmers' Market on 10-7-23	Paid by EFT # 55676		10/31/2023	10/31/2023	11/09/2023		11/09/2023	100.00
8863 - Sara Stafford	0004	18 -FM Entertainment - 90 minutes - 10/28/23	Paid by EFT # 55728		10/31/2023	10/31/2023	11/09/2023		11/09/2023	150.00
8863 - Sara Stafford	0003	18- FM Entertainment - 9/2/2023	Paid by EFT # 55728		10/31/2023	10/31/2023	11/09/2023		11/09/2023	150.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	5		\$600.00
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions	56		\$7,599.00
Program 186506 - Performing Art Series										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	773219	18- batteries and hand warmers for Community Events	Paid by EFT # 55646		10/31/2023	10/31/2023	11/09/2023		11/09/2023	40.79
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$40.79
Program 186506 - Performing Art Series Totals							Invoice Transactions	1		\$40.79
Program 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
17565 - Michael B Hicks (Contractual)	101223	18-Adult Softball Umpire	Paid by EFT # 55613		10/31/2023	10/31/2023	11/09/2023		11/09/2023	75.00
7758 - Timothy R Louis	101223	18-Adult Softball Umpire	Paid by EFT # 55657		10/31/2023	10/31/2023	11/09/2023		11/09/2023	235.00
557 - Vicki Lynn Minder	10112023	18-Adult Softball Umpire	Paid by EFT # 55664		10/31/2023	10/31/2023	11/09/2023		11/09/2023	75.00
6526 - Craig T Sparks	10112023	18-Adult Softball Umpire	Paid by EFT # 55727		10/31/2023	10/31/2023	11/09/2023		11/09/2023	285.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	4		\$670.00
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions	4		\$670.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
4055 - County Line Companies, LLC (dba Play Pros)	4645	18-Memorial Bench for Huerta Memorial Garden	Paid by EFT # 55572		10/31/2023	10/31/2023	11/09/2023		11/09/2023	2,439.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$2,439.00
								Program 189000 - Operations Totals	Invoice Transactions 1	\$2,439.00
Program 189006 - Switchyard Property										
Account 53160 - Instruction										
203 - INDIANA UNIVERSITY	468404	18 -SYP IUEDP Registration for Maggie Tull	Paid by Check # 77641		10/31/2023	10/31/2023	11/09/2023		11/09/2023	257.50
								Account 53160 - Instruction Totals	Invoice Transactions 1	\$257.50
								Program 189006 - Switchyard Property Totals	Invoice Transactions 1	\$257.50
Program 189503 - Urban Forestry										
Account 53990 - Other Services and Charges										
8189 - Paragon Asset Recovery Services, LLC (Sedgwick)	1130609a	18-Ins Claim Ded-V. Cuffel/IN Farm Bureau- #4A2308BLLF9	Paid by EFT # 55687		10/31/2023	10/31/2023	11/09/2023		11/09/2023	5,000.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$5,000.00
								Program 189503 - Urban Forestry Totals	Invoice Transactions 1	\$5,000.00
								Department 18 - Parks & Recreation Totals	Invoice Transactions 98	\$26,381.82
								Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions 98	\$26,381.82
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
3444 - Rundell Ernstberger Associates, INC	2022-1663-13	18-Bicentennial Gateway Project - Phase 1-services thru 09/30/23	Paid by EFT # 55713		10/31/2023	10/31/2023	11/09/2023		11/09/2023	4,037.50
4965 - Shade Trees Unlimited, INC	9953	18-UF Fall Trees for Tree Planting	Paid by EFT # 55718		10/31/2023	10/31/2023	11/09/2023		11/09/2023	14,921.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 2	\$18,958.50
								Program 18018C - Enrty Ways St Trees Alley Enhanc Totals	Invoice Transactions 2	\$18,958.50
								Department 18 - Parks & Recreation Totals	Invoice Transactions 2	\$18,958.50
								Fund 980 - 2018 BicentennialBnd Prcd900030 Totals	Invoice Transactions 2	\$18,958.50
								Grand Totals	Invoice Transactions 233	\$163,606.68

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/09/23	Claims				\$163,606.68
					<u>\$163,606.68</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 \$163,606.68 11/9/2023

Dated this ____ day of _____ year of 20____.

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

Fiscal Office_____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/17/2023	Payroll				188,074.74
					<u>188,074.74</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 \$ 188,074.74

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 11/10/23 - 11/22/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 176 - ARPA Local Fiscal Recvry (S9512)										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 54310 - Improvements Other Than Building										
5149 - E&B Paving, INC	30054436	18-Paving infrastructure repairs @ various locations-10/31/23	Paid by EFT # 55853		11/14/2023	11/14/2023	11/22/2023		11/22/2023	368,440.00
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	1		\$368,440.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	1		\$368,440.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$368,440.00
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals							Invoice Transactions	1		\$368,440.00
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	29.24
Account 53210 - Telephone Totals							Invoice Transactions	1		\$29.24
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	OZRKR5	18-Air Fare-Vermont Systems-Phelps-Vermont-Nov 2023	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	693.40
Account 53230 - Travel Totals							Invoice Transactions	1		\$693.40
Program 181000 - Administration Totals							Invoice Transactions	2		\$722.64
Program 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	70.24
Account 53210 - Telephone Totals							Invoice Transactions	1		\$70.24
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	BV9BT1	18-Air Fare Vermont Systems-Ramey-Vermont-Nov 2023	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	631.63
Account 53230 - Travel Totals							Invoice Transactions	1		\$631.63
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	41594	18-Veterans 5K postcard 2023 #500	Paid by EFT # 55798		11/14/2023	11/14/2023	11/22/2023		11/22/2023	118.00



Board of Park Commissioners Claim Register

Invoice Date Range 11/10/23 - 11/22/23

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 181100 - Marketing										
Account 53310 - Printing										
54546 - Charles Y Coghlan, DMD (Office Easel)	106394A	18-directional reversible yard signs and stakes #21	Paid by EFT # 55838		11/14/2023	11/14/2023	11/22/2023		11/22/2023	292.80
818 - Everywhere Signs, LLC	60087	18-canoe graphics Mader & Davey RG	Paid by EFT # 55863		11/14/2023	11/14/2023	11/22/2023		11/22/2023	300.00
2895 - Rapid Reproductions, INC	113819	18-Griffy Lake trail construction yard signs #4	Paid by EFT # 55954		11/14/2023	11/14/2023	11/22/2023		11/22/2023	60.00
Account 53310 - Printing Totals Invoice Transactions 4										<u>\$770.80</u>
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0005952381	18-October 2023 display ads & classifieds	Paid by EFT # 55869		11/14/2023	11/14/2023	11/22/2023		11/22/2023	727.76
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231038397	18-30-sec spots for Veterans 5K on WHCC #4	Paid by EFT # 55972		11/14/2023	11/14/2023	11/22/2023		11/22/2023	100.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231038398	18-30-sec spots for Skate & Scare on WHCC #10	Paid by EFT # 55972		11/14/2023	11/14/2023	11/22/2023		11/22/2023	250.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231038265	18-30-sec spots for Veterans 5K on WBWB #4	Paid by EFT # 55972		11/14/2023	11/14/2023	11/22/2023		11/22/2023	100.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231038267	18-30-sec spots for Skate & Scare on WBWB #10	Paid by EFT # 55972		11/14/2023	11/14/2023	11/22/2023		11/22/2023	250.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231138451	18-30-sec spots for Veterans 5K on WHCC 2023 #6	Paid by EFT # 55972		11/14/2023	11/14/2023	11/22/2023		11/22/2023	150.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231138447	18-30-sec spots for Veterans 5K on WBWB 2023 #6	Paid by EFT # 55972		11/14/2023	11/14/2023	11/22/2023		11/22/2023	150.00
Account 53320 - Advertising Totals Invoice Transactions 7										<u>\$1,727.76</u>
Program 181100 - Marketing Totals Invoice Transactions 13										<u>\$3,200.43</u>



Board of Park Commissioners Claim Register

Invoice Date Range 11/10/23 - 11/22/23

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 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	29.24
Account 53210 - Telephone Totals									Invoice Transactions 1	\$29.24
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50755166110923	18-Natural Gas Bryan Park-10/06/23-11/03/23	Paid by Check # 77677		11/15/2023	11/15/2023	11/15/2023		11/15/2023	48.77
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$48.77
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 2	\$78.01
Program 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	58.48
Account 53210 - Telephone Totals									Invoice Transactions 1	\$58.48
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52408489110723	18-Natural Gas Mills - 10/02-11/01/23	Paid by Check # 77677		11/15/2023	11/15/2023	11/15/2023		11/15/2023	48.77
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$48.77
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 2	\$107.25
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3156832452	18-FSC Zamboni Propane 11/03/23	Paid by EFT # 55804		11/14/2023	11/14/2023	11/22/2023		11/22/2023	118.91
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	\$118.91
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	771900	18-FSC Primer and paint for hockey goals	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	13.78
8658 - Kleindorfer's Hardware LLC	771717	18-FSC mineral sprirts, paint, rags for hockey goals	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	46.46
8658 - Kleindorfer's Hardware LLC	772947	18-FSC Bolts for zamboni	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	82.00
8658 - Kleindorfer's Hardware LLC	771225	18-FSC Channel locks, awning cleaner,	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	47.86



Board of Park Commissioners Claim Register

Invoice Date Range 11/10/23 - 11/22/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 52340 - Other Repairs and Maintenance										
337 - Stansifer Radio Co, INC	M80105	18-FSC Audio cables for sound system	Paid by EFT # 55977		11/14/2023	11/14/2023	11/22/2023		11/22/2023	23.85
5819 - Synchrony Bank	9243	18-FSC Lobby TV replacement and batteries	Paid by Check # 77700		11/14/2023	11/14/2023	11/22/2023		11/22/2023	488.94
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 6										\$702.89
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YV6-HRDQ-K3WJ	18-FSC items that could not be delivered	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	(75.42)
50357 - Arrow Sporting Group, INC	INV9515	18-FSC Pucks, hockey tape, mouthguards	Paid by EFT # 55809		11/14/2023	11/14/2023	11/22/2023		11/22/2023	993.82
Account 52420 - Other Supplies Totals Invoice Transactions 2										\$918.40
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50573228110923	18-Natural Gas FSC-10/06/23-11/03/23	Paid by Check # 77677		11/15/2023	11/15/2023	11/15/2023		11/15/2023	838.14
Account 53540 - Natural Gas Totals Invoice Transactions 1										\$838.14
Account 53650 - Other Repairs										
5316 - Styner Sports Training	92323	18-FSC Ice pad painting and striping 9/18/23	Paid by Check # 77699		11/14/2023	11/14/2023	11/22/2023		11/22/2023	3,855.00
Account 53650 - Other Repairs Totals Invoice Transactions 1										\$3,855.00
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6182	18-FSC Lobby/Bathroom bi-weekly deep clng 10/11/23 & 10/25/23	Paid by EFT # 55854		11/14/2023	11/14/2023	11/22/2023		11/22/2023	200.00
53657 - Plymate, INC	3215532	18 - FSC Entry Rug Cleaning Service 10/31/23	Paid by EFT # 55948		11/14/2023	11/14/2023	11/22/2023		11/22/2023	77.21
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 2										\$277.21
Program 182500 - Frank Southern Center Totals Invoice Transactions 13										\$6,710.55
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4046 - Heritage-Crystal Clean, INC	18308630	18 - Cascades - Parts Cleaner	Paid by EFT # 55883		11/14/2023	11/14/2023	11/22/2023		11/22/2023	137.45
5186 - P&W Golf Supply, LLC	INV120845	18 - Cascades Tee Markers	Paid by EFT # 55945		11/14/2023	11/14/2023	11/22/2023		11/22/2023	4,712.12
Account 52220 - Agricultural Supplies Totals Invoice Transactions 2										\$4,849.57
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	197537	18 - Cascades Driveline UJTA	Paid by Check # 77687		11/14/2023	11/14/2023	11/22/2023		11/22/2023	399.99



Board of Park Commissioners Claim Register

Invoice Date Range 11/10/23 - 11/22/23

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 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	197630	18 - Cascades Part Return-ASSY 14 driveline UJTA	Paid by Check # 77687		11/14/2023	11/14/2023	11/22/2023		11/22/2023	(399.99)
4574 - John Deere Financial f.s.b. (Rural King)	134231	18 - Cascades Shaft Assembly	Paid by Check # 77687		11/14/2023	11/14/2023	11/22/2023		11/22/2023	99.99
476 - Southern Indiana Parts, INC (Napa Auto Parts)	543238	18 - Cascades - Antifreeze	Paid by EFT # 55973		11/14/2023	11/14/2023	11/22/2023		11/22/2023	38.28
476 - Southern Indiana Parts, INC (Napa Auto Parts)	542445	18 - Cascades - U Joint	Paid by EFT # 55973		11/14/2023	11/14/2023	11/22/2023		11/22/2023	25.32
Account 52420 - Other Supplies Totals								Invoice Transactions	5	\$163.59
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	29.24
Account 53210 - Telephone Totals								Invoice Transactions	1	\$29.24
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	54625513110723	18-Natural Gas Cascades Golf Course - 10/02-11/01/23	Paid by Check # 77677		11/15/2023	11/15/2023	11/15/2023		11/15/2023	28.12
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$28.12
Program 183500 - Golf Services Totals								Invoice Transactions	9	\$5,070.52
Program 184000 - Natural Resources										
Account 52220 - Agricultural Supplies										
52948 - Mays Greenhouse, LLC	34709	18- (6) Pie Pumpkins (Spooky Craft Program)	Paid by EFT # 55920		11/14/2023	11/14/2023	11/22/2023		11/22/2023	23.94
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	1	\$23.94
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	557013	18-Hardware, lumber, treated lumber-Griffy bridge/railing repair	Paid by EFT # 55814		11/14/2023	11/14/2023	11/22/2023		11/22/2023	61.82
409 - Black Lumber Co. INC	557101	18- Makita 36V Blower Kit 2 Battery	Paid by EFT # 55814		11/14/2023	11/14/2023	11/22/2023		11/22/2023	249.99
4574 - John Deere Financial f.s.b. (Rural King)	201018	18-Furnace filter for OPS	Paid by Check # 77687		11/14/2023	11/14/2023	11/22/2023		11/22/2023	34.99
8658 - Kleindorfer's Hardware LLC	771174	18-Natural Resources Maintenance Supplies, ragor knife, duct tap	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	37.75



Board of Park Commissioners Claim Register

Invoice Date Range 11/10/23 - 11/22/23

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 184000 - Natural Resources										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	775893	18-gloves and pik sticks	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	47.47
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions		5	\$432.02
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	328600641386	18- Walmart Supplies	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	41.43
8658 - Kleindorfer's Hardware LLC	775743	18-danger ribbon, signs, stakes	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	17.56
Account 52420 - Other Supplies Totals							Invoice Transactions		2	\$58.99
Account 53160 - Instruction										
7204 - Purdue University	11-8-2023	18-IWLA 2024 Registration (R Swift)	Paid by Check # 77695		11/14/2023	11/14/2023	11/22/2023		11/22/2023	525.00
Account 53160 - Instruction Totals							Invoice Transactions		1	\$525.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	111.24
Account 53210 - Telephone Totals							Invoice Transactions		1	\$111.24
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	19295	18-Griffy and Wapehani Restroom Service Oct 2023	Paid by EFT # 55995		11/14/2023	11/14/2023	11/22/2023		11/22/2023	140.00
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions		1	\$140.00
Program 184000 - Natural Resources Totals							Invoice Transactions		11	\$1,291.19
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	53530485110923	18-Natural Gas AJB-10/06/23-11/03/23	Paid by Check # 77677		11/15/2023	11/15/2023	11/15/2023		11/15/2023	50.23
Account 53540 - Natural Gas Totals							Invoice Transactions		1	\$50.23
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions		1	\$50.23
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	1693	18- Candy Canes for December Events	Paid by Check # 77700		11/14/2023	11/14/2023	11/22/2023		11/22/2023	69.90
Account 52420 - Other Supplies Totals							Invoice Transactions		1	\$69.90



Board of Park Commissioners Claim Register

Invoice Date Range 11/10/23 - 11/22/23

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 186500 - Community Events										
Account 53990 - Other Services and Charges										
8701 - Kevin Shima	PL01	18- 90 minute performance at Peoples Park -8/24/23	Paid by EFT # 55968		11/14/2023	11/14/2023	11/22/2023		11/22/2023	125.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$125.00</u>
								Program 186500 - Community Events Totals	Invoice Transactions 2	<u>\$194.90</u>
Program 186503 - Community Events-Farmers' Market										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	70.24
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$70.24</u>
								Program 186503 - Community Events-Farmers' Market Totals	Invoice Transactions 1	<u>\$70.24</u>
Program 187202 - Youth Sports-Winslow										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I349077	18- 2023 Winslow Trash Bags, SparCling Cleaner, and Toilet Paper	Paid by Check # 77684		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,214.53
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$1,214.53</u>
Account 52220 - Agricultural Supplies										
7722 - Indiana Field Supplies, LLC	2023-624	18- 2023 Winslow Rapid Dry/White Paint for Foul Lines	Paid by EFT # 55892		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,657.20
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 1	<u>\$1,657.20</u>
Account 52310 - Building Materials and Supplies										
7722 - Indiana Field Supplies, LLC	2024-625	18- 2023 Winslow Throw Down Pitching Rubbers	Paid by EFT # 55892		11/14/2023	11/14/2023	11/22/2023		11/22/2023	87.22
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	<u>\$87.22</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	29.24
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$29.24</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 53650 - Other Repairs										
138 - Gooldy & Sons, INC	H 7259	18- 2023 Winslow Ice Machine Winterization- 11/2/23	Paid by EFT # 55875		11/14/2023	11/14/2023	11/22/2023		11/22/2023	100.00
Account 53650 - Other Repairs Totals									Invoice Transactions 1	<u>\$100.00</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003225568	18-Landfill Winslow- November 2023	Paid by EFT # 55793		11/15/2023	11/15/2023	11/15/2023		11/15/2023	125.00
Account 53950 - Landfill Totals									Invoice Transactions 1	<u>\$125.00</u>
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 6	<u>\$3,213.19</u>
Program 187500 - Banneker										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11WX-6GPV-36JF	18-Zep floor cleaner/kids socks/gloves & hats	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	39.99
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$39.99</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11WX-6GPV-36JF	18-Zep floor cleaner/kids socks/gloves & hats	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	223.92
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$223.92</u>
Account 53140 - Exterminator Services										
4073 - Terminix International	437506367	18-930 W 7th St. Pest Control 9/1/23	Paid by Check # 77702		11/14/2023	11/14/2023	11/22/2023		11/22/2023	78.00
Account 53140 - Exterminator Services Totals									Invoice Transactions 1	<u>\$78.00</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50745006110723	18-Natural Gas Banneker - 10/02-11/01/23	Paid by Check # 77677		11/15/2023	11/15/2023	11/15/2023		11/15/2023	123.47
Account 53540 - Natural Gas Totals									Invoice Transactions 1	<u>\$123.47</u>
Account 53630 - Machinery and Equipment Repairs										
392 - Koorsen Fire & Security, INC	IN00514766	18-Sprinkler Service, Fire Alarm Service, water bas system repai	Paid by EFT # 55910		11/14/2023	11/14/2023	11/22/2023		11/22/2023	797.04
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	<u>\$797.04</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6176	18-Banneker Cleaning Service -October 2023	Paid by EFT # 55854		11/14/2023	11/14/2023	11/22/2023		11/22/2023	410.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$410.00
								Program 187500 - Banneker Totals	Invoice Transactions 6	\$1,672.42
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	24.00
								Account 53210 - Telephone Totals	Invoice Transactions 1	\$24.00
								Program 188001 - Inclusive Recreation Totals	Invoice Transactions 1	\$24.00
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM233414	18-VENDING: PPE for Ops & marketing	Paid by EFT # 55864		11/14/2023	11/14/2023	11/22/2023		11/22/2023	203.20
313 - Fastenal Company	INBLM233509	18-Pick-up tools	Paid by EFT # 55864		11/14/2023	11/14/2023	11/22/2023		11/22/2023	117.12
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 2	\$320.32
Account 52230 - Garage and Motor Supplies										
8658 - Kleindorfer's Hardware LLC	771358	18-Duct tape & loctite for stop	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	21.28
8658 - Kleindorfer's Hardware LLC	772815	18-alligator clips	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	3.58
								Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 2	\$24.86
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	557316	18-materials for office at Rosehill-106 WP QTR RD	Paid by EFT # 55814		11/14/2023	11/14/2023	11/22/2023		11/22/2023	29.95
8658 - Kleindorfer's Hardware LLC	771134	18-Materials to inclosed fire places at Lower Cascades	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	48.48
8658 - Kleindorfer's Hardware LLC	775543	18-stain and brushes	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	13.47
365 - Rogers Group, INC	0713014143	18-(3)1/4-minus construction aggregate 10/23/23	Paid by EFT # 55960		11/14/2023	11/14/2023	11/22/2023		11/22/2023	60.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52310 - Building Materials and Supplies										
365 - Rogers Group, INC	0713014144	18-(3)1/4-minus construction aggregate 10/23/23	Paid by EFT # 55960		11/14/2023	11/14/2023	11/22/2023		11/22/2023	60.00
365 - Rogers Group, INC	0713014169	18-1/4 minus construction aggregate B-Line Trail-11/2/23	Paid by EFT # 55960		11/14/2023	11/14/2023	11/22/2023		11/22/2023	60.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 6	\$271.90
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	557197	18-Material for railing at Lower Cascades	Paid by EFT # 55814		11/14/2023	11/14/2023	11/22/2023		11/22/2023	12.69
8658 - Kleindorfer's Hardware LLC	771160	18-Plumbing for TLRC Drinking fountain (main level)	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	9.38
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 2	\$22.07
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LKW-P6JT-G1GV	18- Amazon Flagpole retainer ring and rope/laptop stand	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	85.93
313 - Fastenal Company	INBLM233414	18-VENDING: PPE for Ops & marketing	Paid by EFT # 55864		11/14/2023	11/14/2023	11/22/2023		11/22/2023	71.63
8658 - Kleindorfer's Hardware LLC	771165	18-Materials to secure Lower Cascades fire places	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	23.34
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$180.90
Account 52430 - Uniforms and Tools										
4574 - John Deere Financial f.s.b. (Rural King)	104374	18-Winter work gloves for all the full time employees	Paid by Check # 77687		11/14/2023	11/14/2023	11/22/2023		11/22/2023	306.81
4574 - John Deere Financial f.s.b. (Rural King)	199153	18-1 pair steel toe boots for J Hazel (10.5D)-10/31/23	Paid by Check # 77687		11/14/2023	11/14/2023	11/22/2023		11/22/2023	69.93
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 2	\$376.74
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X101920 23	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	205.00
Account 53210 - Telephone Totals									Invoice Transactions 1	\$205.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52409732110323	18-Natural Gas Ops - 9/28-10/30/23	Paid by Check # 77677		11/15/2023	11/15/2023	11/15/2023		11/15/2023	76.33
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	55189474-110923	18-Natural Gas SYP Maint 10/06/23-11/03/23	Paid by Check # 77677		11/15/2023	11/15/2023	11/15/2023		11/15/2023	139.77
Account 53540 - Natural Gas Totals Invoice Transactions 2										<u>\$216.10</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003225567	18-Landfill OPS - October 2023-Disposal Recycling 5.67 tons-10/4	Paid by EFT # 55793		11/15/2023	11/15/2023	11/15/2023		11/15/2023	939.05
Account 53950 - Landfill Totals Invoice Transactions 1										<u>\$939.05</u>
Account 53990 - Other Services and Charges										
10 - Bledsoe Riggert Cooper & James INC	28810	18-Engineering Design for RCA accessible pathway 15% complete	Paid by EFT # 55815		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,587.00
10 - Bledsoe Riggert Cooper & James INC	28809	18-RCA accessible pathway, topographic survey 100% complete	Paid by EFT # 55815		11/14/2023	11/14/2023	11/22/2023		11/22/2023	3,000.00
5149 - E&B Paving, INC	30054436	18-Paving infrastructure repairs @ various locations-10/31/23	Paid by EFT # 55853		11/14/2023	11/14/2023	11/22/2023		11/22/2023	34,770.00
19741 - Mader Design, LLC	1766	8-Landscape design services-Building Trades Park-10/31/23	Paid by EFT # 55917		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,500.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 4										<u>\$41,857.00</u>
Account 54310 - Improvements Other Than Building										
5149 - E&B Paving, INC	30054436	18-Paving infrastructure repairs @ various locations-10/31/23	Paid by EFT # 55853		11/14/2023	11/14/2023	11/22/2023		11/22/2023	6,090.00
Account 54310 - Improvements Other Than Building Totals Invoice Transactions 1										<u>\$6,090.00</u>
Program 189000 - Operations Totals Invoice Transactions 26										<u>\$50,503.94</u>
Program 189006 - Switchyard Property										
Account 52220 - Agricultural Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	34018	18-SYO Sodium Hypochlorite one 55 gal drum	Paid by EFT # 55807		11/14/2023	11/14/2023	11/22/2023		11/22/2023	550.99
51857 - Flex-Pac, INC	I346285-02	18-SYP hand sanitizer	Paid by Check # 77684		11/14/2023	11/14/2023	11/22/2023		11/22/2023	106.37



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10267965	18- SYP (10) CO2 Tanks	Paid by EFT # 55893		11/14/2023	11/14/2023	11/22/2023		11/22/2023	83.30
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 3			\$740.66
Account 52230 - Garage and Motor Supplies										
8658 - Kleindorfer's Hardware LLC	772802	18-SYO epoxy for truck	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	6.59
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions 1			\$6.59
Account 52310 - Building Materials and Supplies										
334 - Irving Materials, INC	11328340	18- SYP concrete for dog park shade structure pad	Paid by EFT # 55898		11/14/2023	11/14/2023	11/22/2023		11/22/2023	624.00
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1			\$624.00
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	115087	18-SYP Staff Winter Hats (10)	Paid by EFT # 56017		11/14/2023	11/14/2023	11/22/2023		11/22/2023	154.05
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1			\$154.05
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	56043968110923	18-Natural Gas SYP Pav 10/06/23-11/03/23	Paid by Check # 77677		11/15/2023	11/15/2023	11/15/2023		11/15/2023	185.65
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$185.65
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3215933	18-SYP Vestibule Rug Service 11/01/23	Paid by EFT # 55948		11/14/2023	11/14/2023	11/22/2023		11/22/2023	114.33
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 1			\$114.33
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003225063	18- SYP 8 Yard Dumpster - October 2023	Paid by EFT # 55793		11/15/2023	11/15/2023	11/15/2023		11/15/2023	257.81
Account 53950 - Landfill Totals							Invoice Transactions 1			\$257.81
Account 53990 - Other Services and Charges										
912 - Central Security Systems, INC	526121	18-SYP Pavilion Comm Fire Alarm Monitoring - 12/1/23-2/29/24	Paid by EFT # 55836		11/14/2023	11/14/2023	11/22/2023		11/22/2023	147.00
5187 - Green Dragon Lawn Care, INC	3851	18-SYP Mowing Contract 10/4, 10/11, 10/18/23	Paid by EFT # 55879		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,970.00
6330 - Marshall Security LLC	3098	18-Security Services through October 2023 season	Paid by EFT # 55919		11/14/2023	11/14/2023	11/22/2023		11/22/2023	6,324.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	3099	18-Security Services through 2023 season 10/1/23-10/31/23	Paid by EFT # 55919		11/14/2023	11/14/2023	11/22/2023		11/22/2023	18,972.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 4			\$28,413.00
Program 189006 - Switchyard Property Totals							Invoice Transactions 13			\$30,496.09
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	21212	18 - UGS hardwood mulch (2) 11/01/23	Paid by EFT # 55874		11/14/2023	11/14/2023	11/22/2023		11/22/2023	32.00
137 - Good Earth, LLC	21213	18 - UGS hardwood mulch (6) 11/01/23	Paid by EFT # 55874		11/14/2023	11/14/2023	11/22/2023		11/22/2023	96.00
137 - Good Earth, LLC	21221	18 - UGS hardwood mulch (4) 11/03/23	Paid by EFT # 55874		11/14/2023	11/14/2023	11/22/2023		11/22/2023	64.00
137 - Good Earth, LLC	21222	18 - UGS hardwood mulch (8) 11/03/23	Paid by EFT # 55874		11/14/2023	11/14/2023	11/22/2023		11/22/2023	128.00
137 - Good Earth, LLC	21224	18 - UGS fresh ground mulch (6) - 11/6/2023	Paid by EFT # 55874		11/14/2023	11/14/2023	11/22/2023		11/22/2023	96.00
137 - Good Earth, LLC	21214	18 - UGS fresh ground mulch (6)- 11/1/2023	Paid by EFT # 55874		11/14/2023	11/14/2023	11/22/2023		11/22/2023	96.00
137 - Good Earth, LLC	21209	18 - UGS fresh ground mulch (8)- 10/27/2023	Paid by EFT # 55874		11/14/2023	11/14/2023	11/22/2023		11/22/2023	128.00
8658 - Kleindorfer's Hardware LLC	775335	18-4 bags annual rye seed	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	260.00
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 8			\$900.00
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	771546	18-bungee cord, slow moving sign, duct tape, fire extinguisher,	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	77.24
8658 - Kleindorfer's Hardware LLC	775932	18-Two - 2 gallon sprayers	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	91.98
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$169.22
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23- Inv. 287297421132X101920 23	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	205.00
Account 53210 - Telephone Totals							Invoice Transactions 1			\$205.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	54628249110723	18-Natural Gas Rosehill 1 - 10/02-11/01/23	Paid by Check # 77677		11/15/2023	11/15/2023	11/15/2023		11/15/2023	24.18
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50190557110723	18-Natural Gas Rose Hill 2 10/02-11/01/23	Paid by Check # 77677		11/15/2023	11/15/2023	11/15/2023		11/15/2023	28.26
Account 53540 - Natural Gas Totals								Invoice Transactions	2	\$52.44
Account 53990 - Other Services and Charges										
5187 - Green Dragon Lawn Care, INC	3847	18 - UGS Contractual mowing services 36 locations October 2023	Paid by EFT # 55879		11/14/2023	11/14/2023	11/22/2023		11/22/2023	7,740.00
5187 - Green Dragon Lawn Care, INC	3848	18 - UGS Contractual mowing services at 36 locations Oct 2023	Paid by EFT # 55879		11/14/2023	11/14/2023	11/22/2023		11/22/2023	5,785.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$13,525.00
Program 189500 - Landscaping Totals								Invoice Transactions	15	\$14,851.66
Program 189501 - Cemeteries										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	771546	18-bungee cord, slow moving sign, duct tape, fire extinguisher,	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	86.96
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$86.96
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X101920 23	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	41.00
Account 53210 - Telephone Totals								Invoice Transactions	1	\$41.00
Program 189501 - Cemeteries Totals								Invoice Transactions	2	\$127.96
Program 189503 - Urban Forestry										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X101920 23	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	199.72
Account 53210 - Telephone Totals								Invoice Transactions	1	\$199.72
Program 189503 - Urban Forestry Totals								Invoice Transactions	1	\$199.72
Department 18 - Parks & Recreation Totals								Invoice Transactions	126	\$118,584.94
Fund 200 - Parks and Recreation Gen (S1301) Totals								Invoice Transactions	126	\$118,584.94



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VGN-RJG7-N44F	18- Soup Book/Cookbook for Young Chefs	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	382.50
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$382.50
Program 181001 - Health & Wellness Totals								Invoice Transactions	1	\$382.50
Program 182003 - Aquatics-Health & Safety										
Account 52420 - Other Supplies										
4504 - American National Red Cross	22636873	18 - CPR Instruction (7)	Paid by EFT # 55802		11/14/2023	11/14/2023	11/22/2023		11/22/2023	252.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$252.00
Program 182003 - Aquatics-Health & Safety Totals								Invoice Transactions	1	\$252.00
Program 182500 - Frank Southern Center										
Account 53310 - Printing										
818 - Everywhere Signs, LLC	60145	18-2, 33 x 60 dashboards for Starr Oral Surgery	Paid by EFT # 55863		11/14/2023	11/14/2023	11/22/2023		11/22/2023	240.00
Account 53310 - Printing Totals								Invoice Transactions	1	\$240.00
Program 182500 - Frank Southern Center Totals								Invoice Transactions	1	\$240.00
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	180340	18-FSC Concessions Items Purchased 10/30/23, Tastee Pop, popcorn	Paid by EFT # 55873		11/14/2023	11/14/2023	11/22/2023		11/22/2023	329.45
4610 - Hopscotch Coffee, LLC	5064	18-FSC Coffee Beans 4x 5lb dark roast	Paid by EFT # 55888		11/14/2023	11/14/2023	11/22/2023		11/22/2023	260.00
5819 - Synchrony Bank	9496	18-FSC Concessions Items-11/3/23	Paid by Check # 77700		11/14/2023	11/14/2023	11/22/2023		11/22/2023	544.20
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	3	\$1,133.65
Program 182501 - Frank Southern Center Concession Totals								Invoice Transactions	3	\$1,133.65
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	3646-10/31/23	18 - Cascades Snack Bar Items, Candy, Buns, Chips	Paid by Check # 77700		11/14/2023	11/14/2023	11/22/2023		11/22/2023	126.38
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	1	\$126.38
Program 183500 - Golf Services Totals								Invoice Transactions	1	\$126.38



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street, Alley, and Sewer Material										
4072 - Acushnet Company	916753266	18 - Cascades Golf Balls, Gloves, Bags, Clubs	Paid by Check # 77679		11/14/2023	11/14/2023	11/22/2023		11/22/2023	142.58
Account 52330 - Street, Alley, and Sewer Material Totals							Invoice Transactions	1		<u>\$142.58</u>
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions	1		<u>\$142.58</u>
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HYP-C7TL-CW4M	18- Yeti Portable Power Station (Griffy Boathouse Solar)	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,293.95
818 - Everywhere Signs, LLC	60087	18-canoe graphics Mader & Davey RG	Paid by EFT # 55863		11/14/2023	11/14/2023	11/22/2023		11/22/2023	120.00
Account 52420 - Other Supplies Totals							Invoice Transactions	2		<u>\$1,413.95</u>
Program 184000 - Natural Resources Totals							Invoice Transactions	2		<u>\$1,413.95</u>
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	033704	18-Kid City Snack and Supplies	Paid by Check # 77688		11/14/2023	11/14/2023	11/22/2023		11/22/2023	41.50
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$41.50</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	4LNX8E	18-Southwest-Shrake-American Camp Assoc. Conf-New Orleans	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	267.07
Account 53230 - Travel Totals							Invoice Transactions	1		<u>\$267.07</u>
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions	2		<u>\$308.57</u>
Program 185000 - Twin Lakes Recreation Center										
Account 43240 - Season Passes/Memberships										
Lisa Colvin	2023-00001886	18-Refunds	Paid by Check # 77705		11/14/2023	11/14/2023	11/22/2023		11/22/2023	65.00
Account 43240 - Season Passes/Memberships Totals							Invoice Transactions	1		<u>\$65.00</u>
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	11631	18 - TLRC Industrial Maintenance Supplies, towels, disinf, urina	Paid by EFT # 55882		11/14/2023	11/14/2023	11/22/2023		11/22/2023	445.48
7663 - HB Warehouse LLC (Resource Services)	11728	18-Foaming Cleaner	Paid by EFT # 55882		11/14/2023	11/14/2023	11/22/2023		11/22/2023	99.48
7663 - HB Warehouse LLC (Resource Services)	11818	18-(2) Urinal screen 10/box 6/C	Paid by EFT # 55882		11/14/2023	11/14/2023	11/22/2023		11/22/2023	45.84
Account 52210 - Institutional Supplies Totals							Invoice Transactions	3		<u>\$590.80</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	771380	18 - TLRC Hardware & Maintenance Supplies, Drano & (2) keys made	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	11.69
8658 - Kleindorfer's Hardware LLC	775345	18-10 screws	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	5.60
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	\$17.29
Account 52340 - Other Repairs and Maintenance										
2406 - LUMOS Holding US Acquisition, Co (Life Fitness)	7531397	18- TLRC - Equip Repair Parts Leg Extension	Paid by EFT # 55916		11/14/2023	11/14/2023	11/22/2023		11/22/2023	57.12
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$57.12
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GGJ-C6JY-KKP1	18-Klever Box Cutter/Golf Grip Solvent	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	26.60
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$26.60
Account 53310 - Printing										
2895 - Rapid Reproductions, INC	113890	18-TLRC advertising banners Koorsen & Shaun Clayton	Paid by EFT # 55954		11/14/2023	11/14/2023	11/22/2023		11/22/2023	168.32
Account 53310 - Printing Totals									Invoice Transactions 1	\$168.32
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52765623110323	18-Natural Gas TLRC - 9/28-10/30/23	Paid by Check # 77677		11/15/2023	11/15/2023	11/15/2023		11/15/2023	360.39
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$360.39
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00515396	18 - TLRC Backflow Inspections 10/31/23	Paid by EFT # 55910		11/14/2023	11/14/2023	11/22/2023		11/22/2023	99.95
53657 - Plymate, INC	3217507	18 - TLRC Entry Mats 11/08/23	Paid by EFT # 55948		11/14/2023	11/14/2023	11/22/2023		11/22/2023	82.38
Account 53610 - Building Repairs Totals									Invoice Transactions 2	\$182.33
Account 53630 - Machinery and Equipment Repairs										
298 - Commercial Service Of Bloomington, INC	S255672	18 - TLRC Exhaust Fan Repairs 09/05/23	Paid by EFT # 55842		11/14/2023	11/14/2023	11/22/2023		11/22/2023	98.00
392 - Koorsen Fire & Security, INC	IN00523688	18 - TLRC Quarterly Sprinkler System Inspection	Paid by EFT # 55910		11/14/2023	11/14/2023	11/22/2023		11/22/2023	299.52
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 2	\$397.52



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53910 - Dues and Subscriptions										
11611 - Woods Electrical Contractors, INC	2308TLRLIGH	18 - TLRC Electrical Repairs-8/23/23	Paid by EFT # 56018		11/14/2023	11/14/2023	11/22/2023		11/22/2023	945.73
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										<u>\$945.73</u>
Account 53990 - Other Services and Charges										
11611 - Woods Electrical Contractors, INC	2308TLRLIGH	18 - TLRC Electrical Repairs-8/23/23	Paid by EFT # 56018		11/14/2023	11/14/2023	11/22/2023		11/22/2023	945.73
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 185000 - Twin Lakes Recreation Center Totals										<u>\$945.73</u>
										Invoice Transactions 16
										<u>\$3,756.83</u>
Program 185002 - TLRC-Health & Wellness										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GGJ-C6JY-KKP1	18-Klever Box Cutter/Golf Grip Solvent	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	19.99
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										<u>\$19.99</u>
Account 53940 - Temporary Contractual Employee										
8271 - Morgan Brummett	110923	18- TLRC Group Ex Instructor Pay 10/30/23-11/9/23	Paid by EFT # 55827		11/14/2023	11/14/2023	11/22/2023		11/22/2023	275.00
7276 - Kaitlyn Clementi	110223	18- TLRC Group Ex Instructor Contractual Pay 11/1/23 & 11/2/23	Paid by EFT # 55841		11/14/2023	11/14/2023	11/22/2023		11/22/2023	45.00
8370 - Alice M Day	110723	18- TLRC Group Ex Instructor Pay 10/31/23 & 11/07/23	Paid by EFT # 55850		11/14/2023	11/14/2023	11/22/2023		11/22/2023	62.50
13007 - Valeria A Decastro	110823	18- TLRC Contractual Group Ex Instructor Pay 10/31-11/8	Paid by EFT # 55851		11/14/2023	11/14/2023	11/22/2023		11/22/2023	125.00
5274 - Catherine T Gossett	110823	18- TLRC Group Ex Instructor Pay 11/3/23 & 11/8/23	Paid by EFT # 55876		11/14/2023	11/14/2023	11/22/2023		11/22/2023	60.00
5274 - Catherine T Gossett	110923	18- TLRC Group Ex Instructor Pay 10/30/23-11/9/23	Paid by EFT # 55876		11/14/2023	11/14/2023	11/22/2023		11/22/2023	300.00
8399 - Gustavus Alexus McLeod	110723	18- TLRC Group Ex Instructor Pay 10/31/23, 11/2/23 & 11/7/23	Paid by EFT # 55924		11/14/2023	11/14/2023	11/22/2023		11/22/2023	93.75
8894 - Matthew Thomas Moon	110723	18- TLRC Group Ex Instructor Pay 10/31, 11/2 & 11/7	Paid by EFT # 55933		11/14/2023	11/14/2023	11/22/2023		11/22/2023	180.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
1973 - Megan M Stark	111023	18-TLRC - Personal Training payment 10/30-11/10/23	Paid by EFT # 55979		11/14/2023	11/14/2023	11/22/2023		11/22/2023	405.00
8581 - Catherine M Storm	110923	18-Fitness Specialist	Paid by EFT # 55981		11/14/2023	11/14/2023	11/22/2023		11/22/2023	125.00
8184 - Emily E Tally	110923	18- TLRC Group Ex Instructor Pay 10/31/23-11/09/23	Paid by EFT # 55988		11/14/2023	11/14/2023	11/22/2023		11/22/2023	125.00
7960 - Lauren Wilson (Elae Entertainment Group LLC)	110823	18- TLRC Group Ex Instructor Pay 10/30, 11/1, 10/6 & 11/8	Paid by EFT # 56016		11/14/2023	11/14/2023	11/22/2023		11/22/2023	125.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 12			<u>\$1,921.25</u>
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 13			<u>\$1,941.24</u>
Program 185003 - TLRC-Basketball										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	15979	18- 2023 TLRC BYB Season II Jerseys (117)	Paid by EFT # 55796		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,135.25
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	16052	18- 2023 TLRC BYB Season II Jerseys (88)	Paid by EFT # 55796		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,606.00
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	16053	18- 2023 TLRC BYB Season II Jerseys (84)	Paid by EFT # 55796		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,533.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 3			<u>\$5,274.25</u>
Account 53940 - Temporary Contractual Employee										
7184 - Larry Branam	110123	18- 2023 TLRC BYB Season II Official- Branam 10/24-11/01/23	Paid by EFT # 55826		11/14/2023	11/14/2023	11/22/2023		11/22/2023	225.00
8414 - Scott Matthew Burton	110423	18- 2023 TLRC BYB Season II Official- Burton 10/26,10/28 & 11/4	Paid by EFT # 55830		11/14/2023	11/14/2023	11/22/2023		11/22/2023	225.00
20105 - Brandon B Chambers	110223	18- 2023 TLRC BYB Season II Official- Chambers 10/23-11/02/23	Paid by EFT # 55837		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,275.00
8960 - Chauncey Keith Craig	102423	18- 2023 TLRC BYB Season II Official- Craig 10/24/23	Paid by EFT # 55843		11/14/2023	11/14/2023	11/22/2023		11/22/2023	50.00
7147 - Keith E Crittenden	110123	18- 2023 TLRC BYB Season II Official- Crittenden 11/01/23	Paid by EFT # 55844		11/14/2023	11/14/2023	11/22/2023		11/22/2023	50.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
8577 - Zachary Delbello	103023	18- 2023 TLRC BYB Season II Official 10/23/23 & 10/30/23	Paid by EFT # 55852		11/14/2023	11/14/2023	11/22/2023		11/22/2023	100.00
8920 - Andrew A Tetrick	102523	18- 2023 TLRC BYB Season II Official- Tetrick 10/25/23	Paid by EFT # 55991		11/14/2023	11/14/2023	11/22/2023		11/22/2023	50.00
8067 - Ian Tinsley	102823	18- 2023 TLRC BYB Season II Official- Tinsley 10/28/23	Paid by EFT # 55996		11/14/2023	11/14/2023	11/22/2023		11/22/2023	100.00
8496 - Eliot Vartian-Foss	102623	18- 2023 TLRC BYB Season II Official- Vartian-Foss 10/23-10/26/23	Paid by EFT # 56007		11/14/2023	11/14/2023	11/22/2023		11/22/2023	200.00
8914 - Kennedy White	110823	18-Future Stars Basketball Instructor 11/1/23 & 11/8/23	Paid by EFT # 56014		11/14/2023	11/14/2023	11/22/2023		11/22/2023	70.00
8454 - David Lee Williams	103023	18- 2023 TLRC BYB Season II Official- Williams 10/30/23	Paid by EFT # 56015		11/14/2023	11/14/2023	11/22/2023		11/22/2023	75.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	11		\$2,420.00
Program 185003 - TLRC-Basketball Totals							Invoice Transactions	14		\$7,694.25
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	9989	18 - TLRC Concessions Items for Sale 11/06/23	Paid by Check # 77700		11/14/2023	11/14/2023	11/22/2023		11/22/2023	331.00
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	1		\$331.00
Account 52420 - Other Supplies										
5819 - Synchrony Bank	1224	18 - TLRC Concessions Items 11-13-23	Paid by Check # 77700		11/14/2023	11/14/2023	11/22/2023		11/22/2023	187.66
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$187.66
Program 185006 - TLRC-Concessions Totals							Invoice Transactions	2		\$518.66
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19TG-CX3P-GNXG	18- Amazon Christmas Inflatable snowman/vinyl stickers	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	62.98
4598 - William A. Lorimer (Big Bounce Fun House Rentals)	20661995	18- Wonderland Snowman Purchase	Paid by EFT # 55915		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00
Account 52420 - Other Supplies Totals							Invoice Transactions	2		\$562.98



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	453493	18-Hotel-NRPA Conference-Boone-Dallas-10/9-10/12/23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	607.22
3560 - First Financial Bank / Credit Cards	453492	18- Hotel-NRPA Conference-Brinson-Dallas-10/9-10/12/23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	607.22
Account 53160 - Instruction Totals									Invoice Transactions 2	\$1,214.44
Account 53230 - Travel										
8941 - Clarence Wayne Boone JR	100923-NRPA	18-per diem-NRPA Conf-Dallas-10/9-10/12/23	Paid by EFT # 55824		11/14/2023	11/14/2023	11/22/2023		11/22/2023	192.00
3560 - First Financial Bank / Credit Cards	2JX3NW-Brinson A	18- Airline Fees NRPA Brinson/Boone - change in flight	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	229.99
3560 - First Financial Bank / Credit Cards	2JX3NW-Boone A	18- Airline Fees NRPA Brinson/Boone - change in flight	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	229.99
Account 53230 - Travel Totals									Invoice Transactions 3	\$651.98
Account 53990 - Other Services and Charges										
2546 - Monroe County Historical Society, INC	10/19/23	18- Revenue Split with Monroe County History Center for Dearly	Paid by EFT # 55931		11/14/2023	11/14/2023	11/22/2023		11/22/2023	942.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$942.00
Program 186500 - Community Events Totals									Invoice Transactions 8	\$3,371.40
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	771663	18-Tube glue, torr drive bit and paint brush	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	7.87
8658 - Kleindorfer's Hardware LLC	771249	18-3 cans WD-40	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	14.07
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$21.94
Program 186502 - Community Events-Gardens Totals									Invoice Transactions 2	\$21.94
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
8361 - Blooming Shrooms, LLC	3466	18-Market Bucks and Gift Certificates	Paid by EFT # 55816		11/14/2023	11/14/2023	11/22/2023		11/22/2023	20.00
3960 - Cortland V Carrington (Farmers Market Only)	3445	18-Market Bucks and Gift Certificates	Paid by EFT # 55832		11/14/2023	11/14/2023	11/22/2023		11/22/2023	50.00
12416 - Daniel J Graber	3428	18-Market Bucks and Gift Certificates	Paid by EFT # 55878		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,750.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
12416 - Daniel J Graber	3463	18-Market Bucks and Gift Certificates	Paid by EFT # 55878		11/14/2023	11/14/2023	11/22/2023		11/22/2023	95.00
12527 - Hoosier Honey	3443	18-Market Bucks and Gift Certificates	Paid by EFT # 55886		11/14/2023	11/14/2023	11/22/2023		11/22/2023	5.00
5200 - Chester L Lehman (Olde Lane Orchard)	3437	18-Market Bucks and Gift Certificates	Paid by EFT # 55913		11/14/2023	11/14/2023	11/22/2023		11/22/2023	25.00
12413 - Dale L Marchino	3451	18-Market Bucks and Gift Certificates	Paid by Check # 77690		11/14/2023	11/14/2023	11/22/2023		11/22/2023	25.00
8923 - Sara McGaha	3456	18-Market Bucks and Gift Certificates	Paid by EFT # 55922		11/14/2023	11/14/2023	11/22/2023		11/22/2023	5.00
8923 - Sara McGaha	3467	18-Market Bucks and Gift Certificates	Paid by EFT # 55922		11/14/2023	11/14/2023	11/22/2023		11/22/2023	70.00
7356 - John A McMahan	3453	18-Market Bucks and Gift Certificates	Paid by EFT # 55925		11/14/2023	11/14/2023	11/22/2023		11/22/2023	85.00
8640 - Moon Valley Farm LLC	3440	18-Market Bucks and Gift Certificates	Paid by EFT # 55934		11/14/2023	11/14/2023	11/22/2023		11/22/2023	20.00
12409 - Jeffrey A Padgett	3430	18-Market Bucks and Gift Certificates	Paid by EFT # 55946		11/14/2023	11/14/2023	11/22/2023		11/22/2023	40.00
12405 - Titus Raber	3455	18-Market Bucks and Gift Certificates	Paid by EFT # 55953		11/14/2023	11/14/2023	11/22/2023		11/22/2023	235.00
12405 - Titus Raber	3464	18-Market Bucks and Gift Certificates	Paid by EFT # 55953		11/14/2023	11/14/2023	11/22/2023		11/22/2023	45.00
12405 - Titus Raber	3470	18-Market Bucks and Gift Certificates	Paid by EFT # 55953		11/14/2023	11/14/2023	11/22/2023		11/22/2023	40.00
14571 - Melvin E Reeves	3435	18-Market Bucks and Gift Certificates	Paid by EFT # 55957		11/14/2023	11/14/2023	11/22/2023		11/22/2023	25.00
12428 - Perry L Richardson	3433	18-Market Bucks and Gift Certificates	Paid by Check # 77696		11/14/2023	11/14/2023	11/22/2023		11/22/2023	20.00
4428 - Nicolas S Schultz	3454	18-Market Bucks and Gift Certificates	Paid by EFT # 55965		11/14/2023	11/14/2023	11/22/2023		11/22/2023	235.00
6618 - James Sigman	3438	18-Market Bucks and Gift Certificates	Paid by EFT # 55971		11/14/2023	11/14/2023	11/22/2023		11/22/2023	65.00
6623 - Twilight Dairy, LLC	3449	18-Market Bucks and Gift Certificates	Paid by EFT # 56002		11/14/2023	11/14/2023	11/22/2023		11/22/2023	115.00
4426 - Christa L Vosters (Kettle Of Corn, LLC)	3432	18-Market Bucks and Gift Certificates	Paid by EFT # 56009		11/14/2023	11/14/2023	11/22/2023		11/22/2023	20.00
4426 - Christa L Vosters (Kettle Of Corn, LLC)	3468	18-Market Bucks and Gift Certificates	Paid by EFT # 56009		11/14/2023	11/14/2023	11/22/2023		11/22/2023	20.00
3666 - Marie Wagler	3450	18-Market Bucks and Gift Certificates	Paid by EFT # 56011		11/14/2023	11/14/2023	11/22/2023		11/22/2023	35.00



Board of Park Commissioners Claim Register

Invoice Date Range 11/10/23 - 11/22/23

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 47230 - Gift Certificate										
12425 - David W Widner	3431	18-Market Bucks and Gift Certificates	Paid by Check # 77704		11/14/2023	11/14/2023	11/22/2023		11/22/2023	20.00
Account 47230 - Gift Certificate Totals										Invoice Transactions 24
										\$3,065.00
Account 47240 - EBT Market Bucks										
8361 - Blooming Shrooms, LLC	3466	18-Market Bucks and Gift Certificates	Paid by EFT # 55816		11/14/2023	11/14/2023	11/22/2023		11/22/2023	30.00
8643 - Jordan Bohall (Birdie & The Bees Farm)	3448	18-Market Bucks	Paid by EFT # 55823		11/14/2023	11/14/2023	11/22/2023		11/22/2023	21.00
3960 - Cortland V Carrington (Farmers Market Only)	3445	18-Market Bucks and Gift Certificates	Paid by EFT # 55832		11/14/2023	11/14/2023	11/22/2023		11/22/2023	132.00
8922 - Carolyn M Estell (Stobo Farm LLC)	3457	18-Market Bucks	Paid by EFT # 55861		11/14/2023	11/14/2023	11/22/2023		11/22/2023	90.00
12416 - Daniel J Graber	3428	18-Market Bucks and Gift Certificates	Paid by EFT # 55878		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,587.00
12416 - Daniel J Graber	3463	18-Market Bucks and Gift Certificates	Paid by EFT # 55878		11/14/2023	11/14/2023	11/22/2023		11/22/2023	912.00
8136 - Amanda Hand (MKONO Farm)	3452	18-Market Bucks	Paid by EFT # 55880		11/14/2023	11/14/2023	11/22/2023		11/22/2023	102.00
12527 - Hoosier Honey	3443	18-Market Bucks and Gift Certificates	Paid by EFT # 55886		11/14/2023	11/14/2023	11/22/2023		11/22/2023	18.00
12527 - Hoosier Honey	3436	18-Market Bucks	Paid by EFT # 55886		11/14/2023	11/14/2023	11/22/2023		11/22/2023	201.00
52276 - Hunter's Honey Farm	3439	18-Market Bucks	Paid by EFT # 55890		11/14/2023	11/14/2023	11/22/2023		11/22/2023	264.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	3462	18-Market Bucks	Paid by EFT # 55903		11/14/2023	11/14/2023	11/22/2023		11/22/2023	105.00
5200 - Chester L Lehman (Olde Lane Orchard)	3437	18-Market Bucks and Gift Certificates	Paid by EFT # 55913		11/14/2023	11/14/2023	11/22/2023		11/22/2023	255.00
12413 - Dale L Marchino	3451	18-Market Bucks and Gift Certificates	Paid by Check # 77690		11/14/2023	11/14/2023	11/22/2023		11/22/2023	327.00
8923 - Sara McGaha	3456	18-Market Bucks and Gift Certificates	Paid by EFT # 55922		11/14/2023	11/14/2023	11/22/2023		11/22/2023	138.00
8923 - Sara McGaha	3467	18-Market Bucks and Gift Certificates	Paid by EFT # 55922		11/14/2023	11/14/2023	11/22/2023		11/22/2023	36.00
7356 - John A McMahan	3453	18-Market Bucks and Gift Certificates	Paid by EFT # 55925		11/14/2023	11/14/2023	11/22/2023		11/22/2023	348.00
5079 - Louise Miracle (dba Pie First Bakery)	3473	18-Market Bucks	Paid by EFT # 55929		11/14/2023	11/14/2023	11/22/2023		11/22/2023	84.00
8640 - Moon Valley Farm LLC	3440	18-Market Bucks and Gift Certificates	Paid by EFT # 55934		11/14/2023	11/14/2023	11/22/2023		11/22/2023	201.00



Board of Park Commissioners Claim Register

Invoice Date Range 11/10/23 - 11/22/23

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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
3981 - Muddy Fork Farm & Bakery, LLC	3472	18-Market Bucks	Paid by EFT # 55937		11/14/2023	11/14/2023	11/22/2023		11/22/2023	15.00
12409 - Jeffrey A Padgett	3430	18-Market Bucks and Gift Certificates	Paid by EFT # 55946		11/14/2023	11/14/2023	11/22/2023		11/22/2023	129.00
12405 - Titus Raber	3455	18-Market Bucks and Gift Certificates	Paid by EFT # 55953		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,368.00
12405 - Titus Raber	3464	18-Market Bucks and Gift Certificates	Paid by EFT # 55953		11/14/2023	11/14/2023	11/22/2023		11/22/2023	261.00
12405 - Titus Raber	3470	18-Market Bucks and Gift Certificates	Paid by EFT # 55953		11/14/2023	11/14/2023	11/22/2023		11/22/2023	36.00
12405 - Titus Raber	3471	18-Market Bucks	Paid by EFT # 55953		11/14/2023	11/14/2023	11/22/2023		11/22/2023	3.00
7337 - David Ray (Stonewall Maple Syrup)	3446	18-Market Bucks	Paid by EFT # 55955		11/14/2023	11/14/2023	11/22/2023		11/22/2023	18.00
14571 - Melvin E Reeves	3435	18-Market Bucks and Gift Certificates	Paid by EFT # 55957		11/14/2023	11/14/2023	11/22/2023		11/22/2023	42.00
12428 - Perry L Richardson	3442	18-Market Bucks	Paid by Check # 77696		11/14/2023	11/14/2023	11/22/2023		11/22/2023	15.00
12428 - Perry L Richardson	3433	18-Market Bucks and Gift Certificates	Paid by Check # 77696		11/14/2023	11/14/2023	11/22/2023		11/22/2023	15.00
18289 - Jami D Scholl (Rezenience LLC)	3429	18-Market Bucks	Paid by EFT # 55964		11/14/2023	11/14/2023	11/22/2023		11/22/2023	54.00
4428 - Nicolas S Schultz	3454	18-Market Bucks and Gift Certificates	Paid by EFT # 55965		11/14/2023	11/14/2023	11/22/2023		11/22/2023	714.00
17532 - Ralph Shatto (Poseys & Pumpkins)	3447	18-Market Bucks	Paid by EFT # 55967		11/14/2023	11/14/2023	11/22/2023		11/22/2023	117.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3434	18-Market Bucks	Paid by EFT # 55970		11/14/2023	11/14/2023	11/22/2023		11/22/2023	123.00
6618 - James Sigman	3438	18-Market Bucks and Gift Certificates	Paid by EFT # 55971		11/14/2023	11/14/2023	11/22/2023		11/22/2023	471.00
2496 - Galen Jay Stoll	3441	18-Market Bucks	Paid by Check # 77698		11/14/2023	11/14/2023	11/22/2023		11/22/2023	141.00
8641 - Mark A Tirey (T7 Ranch, LLC)	3465	18-Market Bucks	Paid by EFT # 55997		11/14/2023	11/14/2023	11/22/2023		11/22/2023	60.00
6623 - Twilight Dairy, LLC	3449	18-Market Bucks and Gift Certificates	Paid by EFT # 56002		11/14/2023	11/14/2023	11/22/2023		11/22/2023	222.00
4426 - Christa L Vosters (Kettle Of Corn, LLC)	3432	18-Market Bucks and Gift Certificates	Paid by EFT # 56009		11/14/2023	11/14/2023	11/22/2023		11/22/2023	45.00
4426 - Christa L Vosters (Kettle Of Corn, LLC)	3468	18-Market Bucks and Gift Certificates	Paid by EFT # 56009		11/14/2023	11/14/2023	11/22/2023		11/22/2023	12.00
3666 - Marie Wagler	3450	18-Market Bucks and Gift Certificates	Paid by EFT # 56011		11/14/2023	11/14/2023	11/22/2023		11/22/2023	201.00



Board of Park Commissioners Claim Register

Invoice Date Range 11/10/23 - 11/22/23

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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
12425 - David W Widner	3431	18-Market Bucks and Gift Certificates	Paid by Check # 77704		11/14/2023	11/14/2023	11/22/2023		11/22/2023	18.00
12425 - David W Widner	3444	18-Market Bucks	Paid by Check # 77704		11/14/2023	11/14/2023	11/22/2023		11/22/2023	51.00
Account 47240 - EBT Market Bucks Totals							Invoice Transactions	41		\$8,982.00
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions	65		\$12,047.00
Program 186506 - Performing Art Series										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YJF-VQX4-GLRM	18- Certificate Frames (4)	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	89.96
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$89.96
Account 53990 - Other Services and Charges										
7907 - I Saw A Film Today Oh Boy, INC (The Ryder)	1812PK-11.02.23	18- Movie Licenses for Movies in the Parks Series- 6 films	Paid by EFT # 55891		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,800.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$2,800.00
Program 186506 - Performing Art Series Totals							Invoice Transactions	2		\$2,889.96
Program 187500 - Banneker										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	001507	18- Fall Shiflet Scholarship Lee's Martial Arts Studio	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	250.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$250.00
Program 187500 - Banneker Totals							Invoice Transactions	1		\$250.00
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LKW-P6JT-G1GV	18- Amazon Flagpole retainer ring and rope/laptop stand	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	19.99
Account 52210 - Institutional Supplies Totals							Invoice Transactions	1		\$19.99
Program 189000 - Operations Totals							Invoice Transactions	1		\$19.99
Program 189001 - Cell Tower										
Account 53990 - Other Services and Charges										
20275 - The Travelers Indemnity	634662	18 - Insurance claim for 8/22/20 trash can injury-Lindsay Pipher	Paid by Check # 77703		11/14/2023	11/14/2023	11/22/2023		11/22/2023	5,000.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$5,000.00
Program 189001 - Cell Tower Totals							Invoice Transactions	1		\$5,000.00



Board of Park Commissioners Claim Register

Invoice Date Range 11/10/23 - 11/22/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 43220 - Facility Rentals										
IU Health	2023-00001932	18-Refunds	Paid by Check # 77706		11/14/2023	11/14/2023	11/22/2023		11/22/2023	435.00
Account 43220 - Facility Rentals Totals										Invoice Transactions 1
										<u>\$435.00</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FRV-QDWW-LJVM	18-Cork Roll/disposable Glove Box/snowflake projector	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	267.31
8953 - Gemplers INC	INV0004567433	18-SYP Multi Purp. Flamer for weed control	Paid by EFT # 55870		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,177.31
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-57875	18- SYP Heavy Duty Yard Sign Stakes (16)	Paid by EFT # 55958		11/14/2023	11/14/2023	11/22/2023		11/22/2023	168.48
Account 52420 - Other Supplies Totals										Invoice Transactions 3
Program 189006 - Switchyard Property Totals										Invoice Transactions 4
										<u>\$1,613.10</u>
										<u>\$2,048.10</u>
Program G23013 - 2023-24 21St Century Lear Ctr										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NKN-QTY3-LP4K	18- Rolling Cart Organizer/tattoos/stamps/activity books	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	261.42
Account 52420 - Other Supplies Totals										Invoice Transactions 1
Program G23013 - 2023-24 21St Century Lear Ctr Totals										Invoice Transactions 1
										<u>\$261.42</u>
Program G23014 - 2023-24 Griffy Nature Days										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	135319	18- (2) Hand Warmers (40 Pack) GLND	Paid by Check # 77687		11/14/2023	11/14/2023	11/22/2023		11/22/2023	33.98
Account 52420 - Other Supplies Totals										Invoice Transactions 1
Program G23014 - 2023-24 Griffy Nature Days Totals										Invoice Transactions 1
Department 18 - Parks & Recreation Totals										Invoice Transactions 143
Fund 201 - Parks and Rec Non Reverting Totals										Invoice Transactions 143
										<u>\$43,854.40</u>
										<u>\$43,854.40</u>



Board of Park Commissioners Claim Register

Invoice Date Range 11/10/23 - 11/22/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 985 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
3663 - WSP USA, INC	1359972	07- 2nd St PBL - 2nd St Modernization Proj- LPA 9/2-10/3/23	Paid by EFT # 56020		11/14/2023	11/14/2023	11/22/2023		11/22/2023	18,691.72
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		<u>\$18,691.72</u>
Program 180000 - Main Totals							Invoice Transactions	1		<u>\$18,691.72</u>
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		<u>\$18,691.72</u>
Fund 985 - Parks GO Bonds 2022 Totals							Invoice Transactions	1		<u>\$18,691.72</u>
Grand Totals							Invoice Transactions	271		<u>\$549,571.06</u>

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/22/23	Claims				\$549,571.06
					<u>\$549,571.06</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 \$549,571.06 11/22/2023

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	2023-00017729	BA	GL	11/21/2023	Budget Amendment				
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount			
11/21/2023	201-18-G21015-52420	Other Supplies	Budget Amendment		234.44	.00			
11/21/2023	201-18-G22016-51120	Salaries and Wages - Temporary	Budget Amendment		2,700.00	.00			
11/21/2023	201-18-G22016-51210	FICA	Budget Amendment		202.50	.00			
11/21/2023	201-18-G22016-52420	Other Supplies	Budget Amendment		307.89	.00			
11/21/2023	201-18-G23007-51120	Salaries and Wages - Temporary	Budget Amendment		2,862.00	.00			
11/21/2023	201-18-G23007-51210	FICA	Budget Amendment		218.96	.00			
11/21/2023	201-18-G23007-52420	Other Supplies	Budget Amendment		613.78	.00			
11/21/2023	201-18-G23014-52420	Other Supplies	Budget Amendment		169.12	.00			
					Number of Entries: 8	\$7,308.69		\$7,308.69	\$0.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2023-00017723	BA	GL	11/21/2023	Grant Revenue Admendments				
<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>
11/21/2023	201-18-G22011-42120	Grants - Federal			Grant Revenue Admendments			4,400.00	.00
11/21/2023	201-18-G22020-47250	Grant - Other			Grant Revenue Admendments			2,000.00	.00
11/21/2023	201-18-G23004-42110	Grants - State			Grant Revenue Admendments			1,200.00	.00
11/21/2023	201-18-G23007-47250	Grant - Other			Grant Revenue Admendments			4,839.24	.00
11/21/2023	201-18-G23011-42110	Grants - State			Grant Revenue Admendments			5,737.00	.00
						Number of Entries: 5		\$18,176.24	\$.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	2023-00017728	BA	GL	11/21/2023	N/R Revenue Budget Amendments				
G/L Date	G/L Account Number	Account Description			Description	Source		Increase Amount	Decrease Amount
11/21/2023	201-18-184000-43410	Advertising			N/R Revenue Budget Amendments			1,750.00	.00
11/21/2023	201-18-G22016-47250	Grant - Other			N/R Revenue Budget Amendments			6,622.26	.00
						Number of Entries: 2		<u>\$8,372.26</u>	<u>\$0.00</u>





Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2023-00016274	BA	GL	10/27/2023	Budget Amendment - Ops NR'ing 9000				
G/L Date	G/L Account Number	Account Description		Description		Source	Increase Amount	Decrease Amount	
10/27/2023	200-18-189000-53990	Other Services and Charges		Budget Amendment - Ops NR'ing 9000			19,444.74	.00	
Number of Entries: 1							\$19,444.74	\$0.00	



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2023-00016275	BA	GL	10/27/2023	Budget Amendment - Ops NR'ing 9001				
G/L Date	G/L Account Number	Account Description			Description	Source	Increase Amount	Decrease Amount	
10/27/2023	201-18-189001-53650	Other Repairs			Budget Amendment - Ops NR'ing 9001		1,800.00	.00	
Number of Entries: 1							\$1,800.00	\$.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	2023-00015987	BA	GL	10/23/2023	Budget Amendment				
G/L Date	G/L Account Number	Account Description	Description		Source	Increase Amount	Decrease Amount		
10/23/2023	201-18-184501-53160	Instruction	Budget Amendment			55.00	.00		
10/23/2023	201-18-186500-52420	Other Supplies	Budget Amendment			5,000.00	.00		
10/23/2023	201-18-186500-53730	Machinery and Equipment Rental	Budget Amendment			224.00	.00		
10/23/2023	201-18-186500-53990	Other Services and Charges	Budget Amendment			300.00	.00		
10/23/2023	201-18-186506-53830	Bank Charges	Budget Amendment			1.00	.00		
10/23/2023	201-18-189006-52420	Other Supplies	Budget Amendment			5,000.00	.00		
10/23/2023	201-18-189006-53830	Bank Charges	Budget Amendment			500.00	.00		
Number of Entries: 7						\$11,080.00		\$0.00	



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2023-00017656	BA	GL	11/20/2023	Budget Amendments Sports Category Two				
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount			
11/20/2023	201-18-182001-52420	Other Supplies	Budget Amendments Sports Category Two		15,127.00	.00			
11/20/2023	201-18-182003-52420	Other Supplies	Budget Amendments Sports Category Two		474.00	.00			
11/20/2023	201-18-182006-52330	Street , Alley, and Sewer Material	Budget Amendments Sports Category Two		3,467.11	.00			
11/20/2023	201-18-182500-52330	Street , Alley, and Sewer Material	Budget Amendments Sports Category Two		125.75	.00			
11/20/2023	201-18-183500-52330	Street , Alley, and Sewer Material	Budget Amendments Sports Category Two		5,975.46	.00			
11/20/2023	201-18-183501-52330	Street , Alley, and Sewer Material	Budget Amendments Sports Category Two		35,414.93	.00			
11/20/2023	201-18-185000-52430	Uniforms and Tools	Budget Amendments Sports Category Two		463.98	.00			
11/20/2023	201-18-185003-52430	Uniforms and Tools	Budget Amendments Sports Category Two		4,524.75	.00			
11/20/2023	201-18-185006-52330	Street , Alley, and Sewer Material	Budget Amendments Sports Category Two		12,500.00	.00			
11/20/2023	201-18-187002-52420	Other Supplies			967.25	.00			
					Number of Entries: 10				
							\$79,040.23		\$0.00

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2022	2022	2022	2022	2023	2023	2023	
October	Total	Expenses	Expenses	of Expense	Total	Expenses	of Expenses	
2023	<u>Expense</u>	as of	as of	Spent	<u>Expense</u>	as of	Spent	%
	<u>Budget</u>	<u>December</u>	<u>October</u>	<u>to date</u>	<u>Budget</u>	<u>October</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	813,903	795,767	662,994	83.32%	844,049	741,395	87.84%	11.83%
Health & Wellness	94,977	74,166	56,168	75.73%	93,493	64,385	68.87%	14.63%
Community Relations	510,923	370,480	313,028	84.49%	540,874	336,414	57.87%	7.47%
Aquatics	424,371	362,430	320,648	88.47%	451,892	386,234	85.47%	20.45%
Frank Southern Center	387,393	366,648	242,301	66.09%	425,242	249,559	58.69%	3.00%
Golf Services	833,792	821,950	693,033	84.32%	915,889	753,792	82.30%	8.77%
Natural Resources	420,230	361,353	296,563	82.07%	534,405	358,097	67.01%	20.75%
Youth Programs	77,162	74,369	60,286	81.06%	82,763	63,413	76.62%	5.19%
TLRC	305,962	282,555	224,371	79.41%	315,143	243,760	77.35%	8.64%
Community Events	576,608	508,788	413,343	81.24%	567,876	430,914	75.88%	4.25%
Adult Sports	325,324	298,747	230,828	77.27%	294,196	204,661	69.57%	-11.34%
Youth Sports	310,858	292,128	231,440	79.23%	311,917	266,807	85.54%	15.28%
BBCC	434,110	284,365	244,666	86.04%	453,306	317,331	70.00%	29.70%
Inclusive Recreation	92,832	71,356	59,677	83.63%	137,174	81,431	59.36%	36.45%
Operations	1,757,328	1,645,774	1,381,017	83.91%	2,347,357	1,626,523	69.29%	17.78%
Switchyard Property	676,749	400,552	331,414	82.74%	859,828	517,932	60.24%	56.28%
Landscaping	886,913	670,109	548,516	81.85%	1,061,503	710,373	66.92%	29.51%
Cemeteries	398,487	347,063	297,924	85.84%	256,422	197,512	77.03%	-33.70%
Urban Forestry	530,277	349,617	291,421	83.35%	660,133	365,284	55.33%	25.35%
Recover Forward	0			0.00%			0.00%	0.00%
General Fund total:	9,858,200	8,378,217	6,899,638	82.35%	11,153,462	7,915,816	70.97%	14.73%
Non-Reverting Fund								
Administration	12,800	2,277	1,932	84.86%	17,168	6,671	38.86%	245.28%
Health & Wellness	4,005	4,264	1,015	23.79%	6,487	25,460	392.48%	2409.58%
Community Relations	5,350	712	712	100.00%	5,350	2,185	40.85%	0.00%
Aquatics	57,518	60,043	60,043	100.00%	76,595	80,690	105.35%	34.39%
Frank Southern Center	88,282	68,157	46,872	68.77%	89,833	55,420	61.69%	18.24%
Golf Services	136,759	148,600	139,871	94.13%	154,313	175,874	113.97%	25.74%
Natural Resources	81,710	53,857	44,708	83.01%	46,850	22,754	48.57%	-49.11%
Youth Programs	69,137	146,654	76,657	52.27%	166,839	166,495	99.79%	117.20%
*TLRC - day to day	555,813	578,342	434,787	75.18%	650,779	446,390	68.59%	2.67%
Community Events	226,836	141,048	104,832	74.32%	144,879	111,716	77.11%	6.57%
Adult Sports	78,515	102,072	96,184	94.23%	110,335	81,026	73.44%	-15.76%
Youth Sports	9,791	9,022	7,030	77.93%	9,752	7,451	76.40%	5.98%
BBCC	2,560	15,705	15,705	100.00%	4,560	435	9.53%	-97.23%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	141,758	309,918	102,487	33.07%	572,425	808,917	141.31%	689.29%
Dog Park	0	0	0	0.00%	36,635	32,066	87.53%	0.00%
Switchyard	27,558	23,752	16,280	68.54%	0	0	0.00%	-100.00%
Landscaping (CCC Prop.)	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	12,650	3,315	3,315	100.00%	12,850	5,720	44.51%	72.57%
N-R Fund subtotal:	1,511,042	1,667,739	1,152,430	69.10%	2,105,650	2,029,271	96.37%	76.09%
TLRC - bond	474,213	474,213	474,213	100.00%	474,012	474,013	100.00%	0.00%
N-R Fund total:	1,985,255	2,141,952	1,626,642	75.94%	2,579,662	2,503,284	97.04%	53.89%

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								
23-24 MCCSC 21st Com Learn						11,929		
2021 MCCSC 21st Grant			16,370					
2022-2023 MCCSC 21st Century			10,325			20,990		
Community Banneker Bus								
Duke Arbor Day			3,905					
G15008 Summer Food Prg.						8,655		
G15009 Nature Days S/Star								
Giffy Lake Nature Day			4,298			6,637		
Wapehani I-69 Mitigation								
Leonard Springs Nature			4,081			3,823		
Banneker Nature Day			4,293			4,839		
NRPA Nutrition Hub			30,971					
Spec.						4,999		
Youth & Adolescent Phy Act			6,941					
Goat Farm								
Giffy LARE						1,200		
Deer Cull								
Storm Response Plan USDA					473	2,982		
Banneker ROI								
Other Misc Funds total:	0	0	81,185	0.00%	473	66,054		
TOTAL ALL FUNDS	11,843,455	9,537,723	8,607,465	90.25%	13,733,597	10,485,154	76.35%	21.81%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues October 2023								
	2022	2022	2022	2022	2023	2023	2023	
	Projected	Revenue	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	as of	as of	Collected	Revenue	as of	Collected	%
	<u>for year</u>	<u>December</u>	<u>October</u>	<u>to date</u>	<u>for year</u>	<u>October</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,542,219	7,675,587	4,400,949	57.34%	8,138,119	4,465,987	54.88%	1.48%
Administration	500	421	421	100.00%	400	435	108.75%	3.33%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	181,000	188,069	187,376	99.63%	188,000	212,859	113.22%	13.60%
Frank Southern	213,000	185,805	122,059	65.69%	225,000	143,040	63.57%	17.19%
Golf Services	699,000	880,800	864,430	98.14%	701,000	1,012,242	144.40%	17.10%
Natural Resources	0	0	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	13,500	10,749	8,154	29.05%	14,000	12,715	90.82%	55.95%
Adult Sports	16,000	28,065	28,065	100.00%	32,000	26,650	83.28%	-5.04%
Youth Sports	25,500	30,162	26,649	88.35%	39,000	45,745	117.30%	71.66%
BBCC	15,000	9,929	5,872	59.13%	18,000	15,929	88.50%	171.30%
Operations	0	26	26	100.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	35,000	37,750	34,800	92.19%	42,000	40,150	95.60%	15.37%
Urban Forestry	0	2,640	0	0.00%	0	0	0.00%	0.00%
Recover Forward	0	0	0	0.00%	0	0	0.00%	0.00%
Subtotal Program Re	1,198,500	1,374,415	1,277,851	92.97%	1,259,400	1,509,766	119.88%	18.15%
General Fund Total	7,740,719	9,050,003	5,678,800	62.75%	9,397,519	5,975,752	63.59%	5.23%
Non-Reverting Fund								
Administration	35,600	151,029	140,588	93.09%	35,000	33,238	94.96%	-76.36%
Health & Wellness	6,450	5,678	3,223	56.76%	8,150	27,143	333.04%	742.23%
Community Relations	3,000	6,250	5,298	84.76%	3,000	4,005	133.50%	-24.40%
Aquatics	80,000	75,562	73,612	97.42%	82,500	97,094	117.69%	0.00%
Frank Southern	91,300	85,658	55,108	64.33%	55,000	68,340	124.26%	24.01%
Golf Services	163,000	238,405	209,648	87.94%	180,500	245,288	135.89%	17.00%
Natural Resources	71,400	60,530	60,587	100.09%	71,400	74,178	103.89%	22.43%
Youth Programs	163,500	169,252	166,371	98.30%	170,000	173,853	102.27%	4.50%
*TLRC -Operational	599,625	856,191	706,767	82.55%	725,749	772,967	106.51%	9.37%
Community Events	139,740	155,718	143,709	92.29%	144,800	169,654	117.16%	18.05%
Adult Sports	54,500	103,383	102,990	99.62%	88,500	61,774	69.80%	-40.02%
Youth Sports	8,000	3,302	3,302	100.00%	8,000	3,613	45.17%	9.42%
BBCC	7,600	21,842	5,790	26.51%	4,800	8,507	177.23%	46.94%
Operations	68,900	350,680	87,037	24.82%	69,940	821,910	1175.16%	844.32%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard	41,500	69,760	56,892	81.55%	42,500	75,651	178.00%	32.97%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	14,600	16,700	16,700	100.00%	14,600	70,390	482.12%	0.00%
N-R Fund subtotal:	1,549,115	2,369,940	1,837,620	77.54%	1,704,839	2,707,605	158.82%	47.34%

Other Misc Funds								
G22-23 MCCSC 21st Com		19,117	4,075			23,190		
G23-24 MCCSC 21st Com						9,545		
G20-21 MCCSC 21st								
G21 MCCSC 21st		17,496	17,496					
G14009 Summer Food Grant		-2,866	-2,866			10,646		
Communit Banneker Bus								
Storm Response Plan						4,400		
NRPA Nutrition Hub		5,000	5,000					
Duke Arbor Day		4,050	4,050					
Grippy LARE Veg. Mgt						1,200		
Nature Preserves Invsive						5,737		
G15009 Grippy Nature Days		4,328	4,328			6,622		
(902) Rose Hill Trust		621	424			1,843		
Banneker ROI		9,036				4,839		
Banneker Nature Days		4,293	4,293					
Yth & Adolescent Phy Act		6,941	6,941					
Nature Days Star								
2019 Deer Cull IN DNR CHAP		23,389	23,389					
Reservoir Fisheries		2,000	2,000			0		
Other Misc Funds total:	0	93,405	69,130		0	68,023		
TOTAL ALL FUNDS	9,289,834	11,513,348	7,585,549	65.88%	11,102,358	8,751,380	78.82%	15.37%

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
	1/1/2023	10/31/2023	revenue	10/31/2023	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	427,446.31	33,237.55		6,671.04		26,566.51	454,012.82
Health & Wellness	16,253.08	27,143.00		25,459.98		1,683.02	17,936.10
Community Relations	42,319.83	4,005.08		2,185.24		1,819.84	44,139.67
Aquatics	373,664.34	97,094.45		80,690.15		16,404.30	390,068.64
Frank Southern Center	175,382.59	68,340.33		55,199.85		13,140.48	188,523.07
Golf Course	338,233.73	245,287.50		175,874.36		69,413.14	407,646.87
Natural Resources	361,240.86	76,178.40		22,753.78		53,424.62	414,665.48
Allison Jukebox	331,329.03	173,853.49		166,495.11		7,358.38	338,687.41
TLRC	(2,962,073.01)	694,329.53		920,402.54		(226,073.01)	(3,188,146.02)
TLRC Reserve	816,213.69	78,637.25		0.00		78,637.25	894,850.94
Community Events	525,209.53	169,653.70		111,401.38		58,252.32	583,461.85
Adult Sports	15,493.13	61,773.88		80,994.17		(19,220.29)	(3,727.16)
Youth Sports	(564.07)	3,613.48		7,388.04		(3,774.56)	(4,338.63)
Skate Park	22,417.65	0		0.00		0.00	22,417.65
Benjamin Banneker Cor	51,686.09	8,507.12		434.74		8,072.38	59,758.47
Operations	283,227.99	821,909.66		808,916.93		12,992.73	296,220.72
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	296,319.33	75,651.00		32,066.25		43,584.75	339,904.08
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	49,417.09	70,389.55		5,720.00		64,669.55	114,086.64
Change Fund	0.00					0.00	0.00
Deposits	0.00					0.00	0.00
TOTALS	1,184,162.34	2,709,604.97	0.00	2,502,653.56	0.00	206,951.41	1,391,113.75
							206,951.41
							INCREASE/DECREASE FOR THE CURRENT

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
10/02/2023	2393356	6	PSS	5658	A Fair of the Arts (5658)	Refund Now	grabowsm	45.00	0.00	45.00
10/02/2023	2393358	6	PSS	5658	A Fair of the Arts (5658)	Refund Now	grabowsm	45.00	0.00	45.00
10/02/2023	2393359	6	PSS	5658	A Fair of the Arts (5658)	Refund Now	grabowsm	45.00	0.00	45.00
10/02/2023	2393455	6	AR	350302_F	Grade 4 Boys (350302-F)	Refund Now	grabowsm	95.00	0.00	95.00
10/03/2023	2393920	6	AR	350302_E	Grade 4-6 Girls (350302-E)	Refund Now	grabowsm	95.00	0.00	95.00
10/03/2023	2393955	6	AR	350302_C	Grade 2 (350302-C)	Refund Now	grabowsm	95.00	0.00	95.00
10/05/2023	2395131	5	AR	365001_B	After-dark Tour (365001-B)	Refund Now	michele.wilson	12.00	0.00	12.00
10/05/2023	2395131	5	AR	365001_B	After-dark Tour (365001-B)	Refund Now	michele.wilson	12.00	0.00	12.00
10/05/2023	2395131	5	AR	365001_B	After-dark Tour (365001-B)	Refund Now	michele.wilson	12.00	0.00	12.00
10/05/2023	2395131	5	AR	365001_B	After-dark Tour (365001-B)	Refund Now	michele.wilson	12.00	0.00	12.00
10/06/2023	2395820	6	AR	350303_A	Basketball Future Stars (350303-A)	Refund Now	grabowsm	8.25	0.00	8.25
10/06/2023	2396002	6	FR	COURT_TLRC_c	Court 4 on 10/08/2023 at 2:30pm to	Refund Now	grabowsm	45.00	0.00	45.00
10/06/2023	2396003	6	AR	350302_D	Grade 3 (350302-D)	Refund Now	grabowsm	95.00	0.00	95.00
10/09/2023	2398303	6	AR	240002_G	Night Paddle (240002-G)	Refund Now	grabowsm	12.00	0.00	12.00
10/09/2023	2398358	6	FR	FCIA_FSCIA_Par	FSIA Party Room on 10/20/2023 at 7	Refund Now	grabowsm	40.00	0.00	40.00
10/10/2023	2398659	6	AR	350302_H	Grade 6 Boys (350302-H)	Refund Now	grabowsm	14.25	0.00	14.25
10/10/2023	2398749	6	AR	325008_B	The Skating School - Level 4 (325008	Refund Now	grabowsm	80.00	0.00	80.00
10/16/2023	2402315	5	FR	SHELT_CASPK_	Waterfall Shelter on 10/29/2023 at 6:	Refund Now	michele.wilson	87.00	0.00	87.00
10/19/2023	2404455	6	AR	240001_G	Sunset Paddle (240001-G)	Refund Now	grabowsm	12.00	0.00	12.00
10/19/2023	2404458	6	AR	365202_A	Leave the Leaves (and Do Less Yark	Refund Now	grabowsm	12.00	0.00	12.00
10/19/2023	2404459	6	AR	365202_A	Leave the Leaves (and Do Less Yark	Refund Now	grabowsm	12.00	0.00	12.00
10/19/2023	2404461	6	AR	365202_A	Leave the Leaves (and Do Less Yark	Refund Now	grabowsm	12.00	0.00	12.00
10/19/2023	2404682	6	AR	350209_D	Advanced: Tu 6:45-7:45pm Th 5:30-6	Refund Now	grabowsm	75.00	0.00	75.00
10/23/2023	2406855	5	FR	SHELT_CASPK_	Waterfall Shelter on 10/27/2023 at 6:	Refund Now	michele.wilson	43.50	0.00	43.50
10/26/2023	2409440	3	AR	325014_A	The Skating School - Adult 2 (325014	Refund Now	HALTI	80.00	0.00	80.00
10/30/2023	2411703	6	AR	325002_A	The Skating School Tot 1 (325002-A)	Refund Now	grabowsm	70.00	0.00	70.00
10/31/2023	2412170	6	FR	BALLF_OLCPK_	Olcott Field North on 10/29/2023 at 4	Refund Now	grabowsm	75.00	0.00	75.00

Report Summary Totals

Total Refund Records:	27
Total Fees Refunded:	1,241.00
Total Tax Refunded:	0.00
Total Amount Refunded:	1,241.00

Refund Listing Report

Report Summary Totals Continued...

Refund Listing Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

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

REPORT SPECIFIC CRITERIA

Refund Type:	Refund Now
Begin Service Item:	
Begin League:	
Begin Locker:	
Begin Trip:	
Begin Activity Section:	
Begin Pass:	
Begin Rental Item Code:	
Begin Inventory Item:	
Begin Ticket:	
Begin Facility:	
Begin Refund Date:	10/01/2023 - Actual Date 10/01/2023
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	10/31/2023 - Actual Date 10/31/2023
End Trip:	<u>ZZZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Service Item:	<u>ZZZZZZZZZZ</u>
End Locker:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	500

Bloomington Parks and Recreation Surplus Declaration Form

Nov-23

Nov-23

[illegible]



STAFF REPORT

Agenda Item: A-7
Date: 11/19/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: November 28, 2023
SUBJECT: REVIEW/APPROVAL OF TWELVE (12) SERVICE AGREEMENTS FOR 2024

Recommendation2

Staff recommends approval of these Twelve (12) service agreements. These services agreements will come out of regular general fund budgets or non-reverting budgets depending on which facility the service is needed. The Thirteen (12) are as follows:

1. City Glass of Bloomington Inc. - repair or replacement of windows, doors, glass; not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC), 200-18-187202-53650 GF (Winslow) and 200-18-187001-53610 GF (TLSP).
2. Commercial Service of Bloomington – plumbing and HVAC service and repairs at the TLRC; not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC).
3. Commercial Service of Bloomington – plumbing and HVAC service and repairs at Sports Facilities; not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Funding sources to pay for these services will be 200-18-187202-5360 GF (Winslow), 200-18-187208-53650 GF (Olcott), 200-18-187001-53610 GF (TLSP), 200-18-182001 GF (Bryan), 200-18-182002-53610 GF (Mills) and 200-18-182500-53610 GF (FSC).
4. Gooldy & Sons – repairs and service to food service equipment; not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Funding sources to pay for these services will be 201-18-185006-53610 NR (TLRC), 201-18-185000-53610 NR (TLRC, 201-18-187006-53610 NR (TLSP) and 200-18-187202-53650 GF (Winslow).
5. Hawkins-Bailey Warehouse – service and repairs to custodial machinery and equipment; not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Funding sources to pay for these services will be 201-18-185000-53650 NR (TLRC).
6. Koorsen Environmental - service to food service ventilation and hoods at Twin Lakes Recreation Center, Twin Lakes Sports Park and Banneker Community Center; not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Funding sources to pay for these services will be 201-18-

185006-53610 NR (TLRC), 201-18-187006-53610 NR (TLSP) and 200-18-187500-53610 GF (BBCC).

7. Koorsen Fire and Security – service and repairs to backflows, alarm systems, fire extinguisher service, and fire suppression systems; not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC), 201-18-185006-53610 NR (TLRC), 200-18-187002-53990 GF (Winslow), 200-18-187208-53650 GF (Olcott), 200-18-187001-53610 GF (TLSP), 200-18-182001-53610 GF (Bryan), 200-18-182002-53610 GF (Mills) and 200-18-182500-53610 GF (FSC).
8. Photizo, LLC (Fish Window Cleaning) - cleans windows, gutters and maintenance services as needed; not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC) and 200-18-187001-53610 GF (TLSP).
9. Plymate – entry mat service at Twin Lakes Recreation Center and Frank Southern Ice Arena; not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC) and 200-18-182500-53920 GF (FSC).
10. Terminix – exterminating services at Sports facilities as needed; not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC), 200-18-182001-53140 GF (Bryan), 200-18-1852002-53140 GF (Mills) and 200-18-182500-53140 GF (FSC).
11. The Motz Group – service and repairs indoor artificial turf and rubberized track at the Twin Lakes Recreation Center; not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC).
12. Woods Electrical Contractors – provide electrical and lighting repairs at Sports division facilities; not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC).

Background

The Parks department has worked with these twelve (12) companies for several years, and has found their dedication and quality of service to the needs the parks facilities, staff and participants is outstanding.

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

RESPECTFULLY SUBMITTED,

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

Daren Eads, Sports Facility Coordinator

2021-January

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CITY GLASS OF BLOOMINGTON, INC**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and City Glass of Bloomington, Inc ("Contractor").

Article 1. Scope of Services Contractor shall provide repair, adjustment, and/or replace windows, glass and door services at City park properties and facilities ("Services") on an as-needed basis at an hourly rate of Ninety Dollars (\$90.00) with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services at this rate Monday –Friday 8:30am to 5:00pm and all other times for an afterhours emergency hourly rate of One Hundred Thirty Five Dollars (\$135.00) with a minimum of one (1) hour charge, plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Specific scopes of work will be quoted individually, approved by BPRD, and communicated to Contractor in writing before work commences. 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, 2024 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park, Winslow Sports Complex; Dee Tuttle for Frank Southern Center and Pools; and Jason Sims for Golf Course as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park, Winslow Sports Complex, and Olcott Park; Dee Tuttle for Frank Southern Center and Pools; and Jason Sims for Golf Course City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: City Glass, 719 West 17th St., Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Beth Cate
 FB7C0A5D6563447...
 Beth Cate, Corporation Counsel

CITY GLASS OF BLOOMINGTON, INC

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Administrator
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2023.

City Glass Of Bloomington

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
COMMERCIAL SERVICE OF BLOOMINGTON, INC.**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Commercial Service of Bloomington ("Contractor").

Article 1. Scope of Services Contractor shall provide repairs, adjustments, and/or replace heating, ventilation, cooling components and plumbing at City park properties and facilities ("Services") at an hourly rate of Ninety Eight Dollars (\$98.00), with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services at this rate Monday –Friday 7:00am to 5:00pm and for an afterhours hourly rate between 5:00pm to 11:59pm of One Hundred Forty Seven Dollars (\$147.00) with a minimum of one (1) hour charge, plus materials. Parks Department will give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, emergencies, calls between 12:00am to 6:59am and holidays, may be billed at an emergency hourly rate of One Hundred Ninety Six (\$196.00) with a minimum of one (1) hour charge, plus materials. Specific scopes of work will be quoted individually, approved by BPRD, and communicated to Contractor in writing before work commences. 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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Scott Pedersen for TLSP, Winslow and Olcott; Dee Tuttle for FSC and the Pools; Jason Sims for Cascades Golf Course as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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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 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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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 Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: Commercial Service of Bloomington, 4710 West Vernal Pike, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

DocuSigned by:

Beth Cate

FB7C0A5D656344Z
Beth Cate, Corporation Counsel

COMMERCIAL SERVICE OF BLOOMINGTON

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Administrator
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 _____, 2023.

Commercial Service of Bloomington

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
COMMERCIAL SERVICE OF BLOOMINGTON, INC**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Commercial Service of Bloomington ("Contractor").

Article 1. Scope of Services Contractor shall provide repairs, adjustments, and/or replace heating, ventilation, cooling components and plumbing at the Twin Lakes Recreation Center (TLRC) ("Services") at an hourly rate of Ninety Eight Dollars (\$98.00), with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services at this rate Monday –Friday 7:00am to 5:00pm and for an afterhours hourly rate between 5:00pm to 11:59pm of One Hundred Forty Seven Dollars (\$147.00) with a minimum of one (1) hour charge, plus materials. Parks Department will give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, emergencies, calls between 12:00am to 6:59am and holidays, may be billed at an emergency hourly rate of One Hundred Ninety Six (\$196.00) with a minimum of one (1) hour charge, plus materials. Specific scopes of work will be quoted individually, approved by BPRD, and communicated to Contractor in writing before work commences. 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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads, Sports Facility Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. **Contractor:** Commercial Service of Bloomington, 4710 West Vernal Pike, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Designated by:

Beth Cate

FB7C0A5D6563447
Beth Cate, Corporation Counsel

COMMERCIAL SERVICE OF BLOOMINGTON

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Administrator
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2023.

Commercial Service of Bloomington

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
GOOLDY & SONS, INC**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Gooldy & Sons, INC ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace windows, glass and doors at City park properties and facilities (Services) on an as-needed basis at a typical hourly rate of Ninety Dollars (\$90.00) plus materials. This rate is valid Monday-Friday from 7am to 6pm. Hours outside of these times and emergency repairs will be billed at a rate of One Hundred Thirty Five Dollars (\$135.00) per hour plus materials. Parks Department will give Contractor at least two (2) working days' notice on non-emergency repairs. 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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park, Winslow Sports Park, and Olcott Park; Jason Sims Cascades Golf Course; and Dee Tuttle for Frank Southern Center and Pools; as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park, Winslow Sports Park, and Olcott Park; Jason Sims Cascades Golf Course; and Dee Tuttle for Frank Southern Center and Pools, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as needed.

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. **Contractor:** Gooldy & Sons, INC, 926 West 17th Street, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

DocuSigned by:

Beth Cate

FB7C0A6D6563447
Beth Cate, Corporation Counsel

GOOLDY & SONS, INC

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Administrator
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

Gooldy & Sons, INC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
HAWKINS-BAILEY WAREHOUSE**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Hawkins-Bailey Warehouse ("Contractor").

Article 1. Scope of Services Contractor shall provide industrial equipment repair services to the Parks department on an as-needed basis. Specific scopes of work will be quoted individually, approved by BPRD, and communicated to Contractor in writing before work commences. ("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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: Hawkins-Bailey Warehouse, 1101 12th Street, Bedford, IN 47421. 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

Beth Cate

Beth Cate, Corporation Counsel

HAWKINS-BAILEY WAREHOUSE

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Administrator
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 _____, 2023.

Hawkins-Bailey Warehouse

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
KOORSEN ENVIRONMENTAL SERVICES**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Koorsen Environmental Services ("Contractor").

Article 1. Scope of Services Contractor shall provide as-needed kitchen exhaust hood inspections and cleaning ("Services") at City park properties and facilities. Specific scopes of work will be quoted individually, approved by BPRD, and communicated to Contractor in writing before work commences. 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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for the TLRC and TLSP and Kevin Terrell for Banneker Community Center, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC and TLSP and Kevin Terrell for BBCC; City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as needed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: Koorsen Environmental Services, 1131 Air Drive, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Article 25. Option for 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

DocuSigned by:

Beth Cate

Beth Cate, Corporation Counsel

KOORSEN ENVIRONMENTAL SERVICES

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Administrator
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 _____, 2023.

Koorsen Environmental Services

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
KOORSEN FIRE AND SECURITY**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Koorsen Fire and Security ("Contractor").

Article 1. Scope of Services Contractor will install, repair, service and monitor fire and security alarms, and fire suppression services and components at City park properties and facilities (Services) on an as-needed basis at an hourly rate of One Hundred Five Dollars (\$105.00) plus materials. Contractor shall provide the Services at this hourly rate Monday –Friday 7:00am to 6:00pm and all other times for an after hours rate of One Hundred and Eighty Two Dollars (\$182.00), with a minimum of two (2) hours. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action (emergencies), may be billed at an emergency hourly rate of One Hundred and Eighty Two Dollars (\$182.00), plus supplies. Specific scopes of work will be quoted individually, approved by BPRD, and communicated to Contractor in writing before work commences. 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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the following staff members as the Department's Project Manager: Daren Eads for TLRC; Jason Sims for Cascades Golf Course; Scott Pedersen for Twin Lakes Sports Park, Winslow Sports Complex and Olcott Park; Dee Tuttle for Frank Southern Ice Arena and Pools; and Mark Marotz for Parks Operations Division. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Jason Sims for Cascades Golf Course; Scott Pedersen for Twin Lakes Sports Park, Winslow Sports Complex and Olcott Park; Dee Tuttle for Frank Southern Ice Arena and Pools; and Mark Marotz for Parks Operations Division, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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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.

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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: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: Koorsen Fire and Security, 1131 Air Drive, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Article 25. Option for 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

DocuSigned by:

Beth Cate

Beth Cate, Corporation Counsel

KOORSEN FIRE AND SECURITY

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Administrator
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 _____, 2023.

Koorsen Fire & Security

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND**

PHOTIZO, LLC (dba FISH WINDOW CLEANING)

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Photizo, LLC dba Fish Window Cleaning ("Contractor").

Article 1. Scope of Services Contractor shall provide repair and maintenance services on an as-needed basis at City park properties and facilities at an hourly rate of Sixty-Five Dollars (\$65.00), plus materials, regardless of the day or time. Specific scopes of work will be quoted individually, approved by BPRD, and communicated to Contractor in writing before work commences. 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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park; Olcott Park and Winslow Sports Complex; as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park; Olcott Park and Winslow Sports Complex, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as needed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: Fish Window Cleaning, PO Box 78885, Bloomington, IN 47407. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Article 25. Option for 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

Designed by:

Beth Cate

FB7C0A5D6563447...
Beth Cate, Corporation Counsel

Photizo, LLC (dba Fish Window Cleaning)

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Administrator
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2023.

Photizo, LLC (dba Fish Window Cleaning)

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
PLYMATE, INC**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Plymate, INC ("Contractor").

Article 1. Scope of Services Contractor shall provide services for cleaning floor mats at Frank Southern Ice Arena (FSC), Switchyard Park (SYP) and Twin Lakes Recreation Center (TLRC) ("Services"). Specific scopes of work will be quoted individually, approved by BPRD, and communicated to Contractor in writing before work commences. 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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads – TLRC and Dee Tuttle – FSC as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Dee Tuttle for FSC, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: Plymate, Inc, 819 Elston Drive, Shelbyville, IN 46176. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Article 25. Option for 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

DocuSigned by:

Beth Cate

Beth Cate, Corporation Counsel

PLYMATE, INC

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Administrator
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2023.

Plymate, INC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
TERMINIX, INC**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Terminix, INC ("Contractor").

Article 1. Scope of Services Contractor shall provide pest management services on an as-needed basis ("Services"). Specific scopes of work will be quoted individually, approved by BPRD, and communicated to Contractor in writing before work commences. 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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for TLRC and Dee Tuttle for Frank Southern Ice Arena and Pools, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Dee Tuttle for Frank Southern Ice Arena and Pools, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. 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 service as need during normal hours of operation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: Terminix, INC, 1456 South Liberty Drive, Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 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

DocuSigned by:

Beth Cate

Beth Cate, Corporation Counsel

TERMINIX, INC

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Administrator
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 _____, 2023.

TERMINIX, INC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
THE MOTZ GROUP**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and The Motz Group ("Contractor").

Article 1. Scope of Services Contractor shall provide repair, service, test, and/or disinfect, the indoor turf and rubberized track surfaces at City park properties and facilities ("Services") for the calendar year 2024. Contractor shall provide the Services for a set price of One Thousand Eight Hundred and Fifty Dollars (\$1,850.00) for turf maintenance, Seven Hundred and Fifty (\$750.00) for Disinfectant application, Seven Hundred and Fifty Dollars (\$750.00) for GMAX testing and Twenty-Five Dollars (\$25.00) per lineal foot for repairs while on site. 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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: The Motz Group, 3607 Church St. Cincinnati, OH 45244. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.


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

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

DocuSigned by:


Beth Cate, Corporation Counsel

THE MOTZ GROUP

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Administrator
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

The Motz Group

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
WOODS ELECTRICAL CONTRACTOR'S, INC.**

This Agreement, entered into on this _____ day of November, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Woods Electrical Contractor's, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide electrical service work, on an as needed basis, at an hourly rate of Eighty Dollars (\$80) plus materials. Contractor will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities at this hourly rate Monday-Friday 7:00am to 6:00pm and all other times for an afterhours price of One Hundred and Ten Dollars (\$110). Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency rate of One Hundred and Ten Dollars (\$110) per hour. Specific scopes of work will be quoted individually, approved by BPRD, and communicated to Contractor in writing before work commences. Types of lighting components are interior and exterior lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. When required, contractor will charge the Parks Department a Bucket Truck Fee of Fifty Dollars (\$50) per day. The Department will give notice to Contractor at least two working days on repair, except in the instance repairs require more immediate action. 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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads, Sports Facility Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, Sports Facility Coordinator, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. 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:
Services will be performed on an as needed basis.

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

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

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

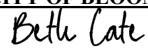
Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington Parks and Recreation, Attn: Daren Eads, Project Manager, PO Box 848, Bloomington, IN 47402. **Contractor:** Woods Electric, 4180 N. Starnes Road, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Article 25. Option for 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.

DocuSigned by:
CITY OF BLOOMINGTON

FB7C0A5D8563447
Beth Cate, Corporation Counsel

WOODS ELECTRICAL CONTRACTORS, INC.

Roger Woods, President

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Administrator
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 _____, 2023.

Woods Electrical Contractors, Inc.
Roger Woods, President

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-8 Date: 11/13/23

Administrator Review\Approval TS
--

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: November 28, 2023
SUBJECT: CONTRACT FOR SERVICES WITH ROSS NEWSOM FOR CARRIAGE RIDES AT THE HOLIDAY MARKET

Recommendation

Staff recommend approval of the contract for \$1,000 with Newsom's Carriage & Sleigh to provide carriage rides for the Holiday Market. Newsom's Carriage and Sleigh will bring one horse-drawn sleigh to the Holiday Market and will offer rides from 10:00 am to 3:00 pm. The fee will be paid out of account 200-18-186500-53990.

Background

The Department has contracted with Newsom's Carriage & Sleigh to provide carriage rides for attendees at the Holiday Market in the past. We are excited to bring this feature back for the Market. The Holiday Market is on Saturday, November 25 from 10 a.m. to 3 p.m. Participants will be charged \$10 per ride. Staff will seek approval from the Board of Public Works for the route, require Newsom to provide manure bags for the horses, and seek approval of an animal fee waiver from Animal Care and Control.

RESPECTFULLY SUBMITTED,

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

Leslie Brinson, Community Events Manager

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ROSS NEWSOM**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and ROSS NEWSOM ("Contractor").

Article 1. Scope of Services. Contractor shall provide a driver and one sleigh drawn horse carriage with required insurance and veterinarian certification. Carriage will be inspected by City of Bloomington Animal Control prior to use. ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Saturday, November 25, 2023 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Leslie Brinson as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Thousand Dollars (\$1000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Leslie Brinson, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule. Contractor shall perform the Services according to the following schedule:

Carriage rides will be available during the Holiday Market, held on Saturday, November 25th from 10:00 am to 3:00 pm. Carriage rides will take place every 20 minutes during the event.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Leslie Brinson, 401 N. Morton, Bloomington, IN 47404. Contractor: Ross Newsom, Attn: Ross Newsom, 7772 South 400 West, Columbus, IN 47201. 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

DocuSigned by:

Beth Cate

EB7C0A5D6563447
Beth Cate, Corporation Counsel

ROSS NEWSOM

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Ross Newsom, Owner

Tim Street, Interim Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
COUNTY OF _____) SS:

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 _____, 2023.

Ross Newsom

By: _____

STATE OF _____)
COUNTY OF _____) SS:

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-9
Date: 11/13/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Daren Eads, Facility Coordinator
DATE: November 28, 2023
SUBJECT: REVIEW/APPROVAL OF S. C. PRYOR SERVICE AGREEMENT

Recommendation

Staff recommends the review/approval of the S. C. PRYOR service agreement for the Sports Division. There are no changes to the service agreement. Total amount of service agreement not to exceed: \$4,900. Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC), 200-18-187001-53610 GF (TLSP), 200-18-182001-53650 GF (Bryan) and 200-18-182002-53610 GF (Mills).

Background

S. C. Pryor provides locksmith and safe repair services. Typically, we use this service on an “as needed” basis.

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

RESPECTFULLY SUBMITTED,

Daren Eads, Sports Facility Coordinator
2021-January

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
S. C. PRYOR, INC.**

This Agreement, entered into on this ____ day of December, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), S. C. Pryor, Inc. ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace door locks at City park properties and facilities. All service calls will be charged an hourly rate of One Hundred and Nine Dollars (\$109.00,) labor and travel time, prorated in quarter hour increments after the first hour, plus One Dollar (\$1.00) per round trip mile. Contractor shall provide the Services at this rate Monday-Saturday 8:00am to 5:00pm. Parks Department will give Contractor at least two (2) working days' notice on normal repair. Repairs requiring more immediate action, may be billed at an emergency hourly rate of One Hundred Sixty Three Dollars and Fifty Cents (\$163.50), plus mileage of One Dollar (\$1.00) per round trip mile, plus parts and materials. Locksmith labor for electronics and safes will be at an hourly rate of One Hundred and Twenty-Nine Dollars (\$129.00). Specific scopes of work will be quoted individually, approved by BPRD, and communicated to Contractor in writing before work commences. 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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads, Sports Facility Coordinator 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. 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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads, Sports Facility Coordinator as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as needed.

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. **Contractor:** S. C. Pryor, Inc., 5424 Brookville RD., Indianapolis, IN 46219 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 28. Option for 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.

DocuSigned by:
CITY OF BLOOMINGTON
Beth Cate
F87C0A5D8563447
Beth Cate, Corporation Counsel

S. C. PRYOR, INC.

Scott Roberts, Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Tim Street, Interim Administrator
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 _____, 20____.

S. C. Pryor, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-10 Date: 11/8/23

Administrator Review\Approval TS
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TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: November 28, 2023
SUBJECT: NATIVE VIEW LLC B-LINE TRAIL PLANTER MAINTENANCE

Recommendation

Staff recommends approval of this contract with Native View LLC for landscape maintenance services. Funding source: 200-18-189500-53990. Amount not to exceed \$4,950.00

Background

Native View LLC will perform fall maintenance on 28 planters along the B-Line Trail. This includes removal of existing plant material, disposal of green waste, soil replacement and spring bulb installation. Potting soil and spring bulbs will be provided by the Bloomington Parks and Recreation Department Urban Greenspace area.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, Urban Greenspace Manager

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
NATIVE VIEW LLC**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and NATIVE VIEW LLC ("Contractor").

Article 1. Scope of Services. Contractor shall provide Native View LLC will perform fall maintenance on 28 planters along the B-Line Trail. This includes removal of existing plant material, disposal of green waste, soil replacement and spring bulb installation. Potting soil and spring bulbs will be provided by the Bloomington Parks and Recreation Department Urban Greenspace area. ("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, 2023**, 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 necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed **Four Thousand Nine Hundred Fifty Dollars and Zero Cents (\$4950.00)**. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: **Joanna Sparks**, City 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:

Project shall be completed by December 31, 2023. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Joanna Sparks, 401 N. Morton, Bloomington, IN 47404. Contractor: NATIVE VIEW LLC Attn: Ben Hertel, 852 Smith Ave., Oolitic, IN 47451. 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

DocuSigned by:

Beth Cate

FB7C0A5D6563447...
Beth Cate, Corporation Counsel

NATIVE VIEW LLC

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim 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 _____, 2023.

NATIVE VIEW 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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-11 Date: 11/13/23

Administrator Review\Approval TS
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TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: November 28 2023
SUBJECT: TREE GUY INC CONSULTATION SERVICE AGREEMENT

Recommendation

Staff recommends the approvals of this service agreement between the City and Tree Guy INC. This service agreement will allow the Urban Forester to get a second opinion on tree risk assessments, plant health care regiments, disease diagnosis or any other tree related issue, or concern. The amount is not to exceed \$5,000 and the funding line is 200-18-189503-53990.

Background

Kerry Bridges has been serving the greater Bloomington area since 2007 and was once a Tree commission member. He holds the highest title in arboriculture, a Board Certified Master Arborist, as well as several other accreditations including ASCA Registered Consulting Arborist.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Haskell Smith", written over a horizontal line.

Haskell Smith, Urban Forester

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND
RECREATION DEPARTMENT
AND
TREE GUY INC**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and TREE GUY INC (“Contractor”).

Article 1. Scope of Services Contractor shall provide consultation services in relation to tree health care, tree risk assessment and any other tree related concern or issue (“Services”). Specific scopes of work will be quoted individually, approved by BPRD, and communicated to Contractor in writing before work commences. Once work commences, Contractor shall provide and complete the Services described in this Agreement as promptly as possible under the circumstances. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Haskell Smith, 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 the guidelines set forth by the American National Standards Institute, specifically ANSI A300 for tree care practices. The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the standards set forth in the ANSI A300; 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 Standards set forth in the ANSI A300.

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Haskell Smith, 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. The Department’s right to terminate this Agreement without penalty does not relieve the Department of

compensating the Contractor for services that were already rendered under this Agreement prior to its termination.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: All work completed by December 31, 2024

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

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

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

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof,

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: **Haskell Smith, 401 N. Morton, Bloomington, IN 47404.**

Contractor: **Tree Guy INC, 3011 South Stratford Dr. Bloomington, IN 47401.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

DocuSigned by:

Beth Cate

FB7C0A5D6563447
Beth Cate, Corporation Counsel

TREE GUY INC

Kerry Bridges, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Tim Street, Interim Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

AFFIDAVIT

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

STATE OF INDIANA)
)SS:
COUNTY OF)

County of Residence:

EXHIBIT B

STATE OF _____)

) SS:

COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

Tree Guy, INC

By: _____

STATE OF _____)

) SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2023.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: A-12
Date: 11/14/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: November 28th, 2023
SUBJECT: **SERVICE AGREEMENT WITH EVERYWHERE SIGNS FOR THE
INSTALLATION OF INTERPRETIVE SIGNS AT RCA PARK**

Recommendation

Staff recommends approval of this Service Agreement with Everywhere Signs LLC for the installation of new interpretive signs at RCA Community Park. Funding source: 200-18-184000-53990. Amount not to exceed \$1,800.

Background

Nine new interpretive signs at RCA Community Park need to be installed along internal trails. There will be five new sign posts installed around the Early History Trail and four repurposed sign stands along the Interpretive Trail. Each stand will have a brand new interpretive sign installed that was designed by Parks staff and viewed by the Environmental Resources Advisory Council. This vendor was hired to manufacture the new interpretive signs. They are locally based and familiar with the layout of the park.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Rebecca Swift".

Rebecca Swift, Natural Resources Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
EVERYWHERE SIGNS LLC
FOR THE INSTALLATION OF INTERPRETIVE SIGNS AT RCA PARK**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Everywhere Signs LLC. ("Contractor").

Article 1. Scope of Services. Contractor shall provide the installation of nine interpretive signs at RCA Community Park, including five new sign posts, with low site disturbance ("Services"). The cost for installation on this project is \$1,400 with an additional \$400 cost related to using a smaller off-road utility vehicle to reach signs that will be located along a narrow dirt trail. 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 30th 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Rebecca Swift as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed one thousand eight hundred (\$1,800). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Rebecca Swift, 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:

Weather and ground conditions permitting, the installation will occur between December 1st, 2023 - April 30th, 2024.

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

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

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

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

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

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

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

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

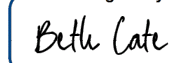
Department: City of Bloomington, Attn: Rebecca Swift, 401 N. Morton, Bloomington, IN 47402. Contractor: Everywhere Signs LLC., Attn: Nate Trueblood, 2630 N. Walnut, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Designated by:



FB7C0A5D6563447
Beth Cate, Corporation Counsel

Everywhere Signs, LLC.

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim 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 _____, 2023.

Everywhere Signs, 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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-1
Date: 11/13/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: November 28, 2023
SUBJECT: REVIEW/APPROVAL OF COMMERCIAL SERVICE OF BLOOMINGTON
HVAC PREVENTIVE MAINTENANCE AGREEMENT

Recommendation

Staff recommends approval of the Commercial Service of Bloomington HVAC preventive maintenance agreement for the Twin Lakes Recreation Center. Non-Reverting 201-18-185000-53610 budget line will be used to pay for these services. The amount is not to exceed \$9,268.75.

Background

Commercial Service has successfully serviced the HVAC system at the TLRC and is the current service provider. There is no increase in price and it is recommended the TLRC continue with Commercial Service as the preventive maintenance service provider in 2024.

The TLRC received three (3) quotes and they are as follows:

Commercial Service - \$9,268.75

Harrell-Fish Mechanical (HFI) - \$9,600.00

Simanton Mechanical - \$12,050.00

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

RESPECTFULLY SUBMITTED,

Daren Eads, Sports Facility Coordinator

2021-January

**AGREEMENT (CONTRACT)
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
COMMERCIAL SERVICE OF BLOOMINGTON
FOR
TWIN LAKES RECREATION CENTER
COMMERCIAL HVAC PREVENTIVE MAINTENANCE AGREEMENT**

This Agreement, entered into on this ____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Commercial Service of Bloomington (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to have HVAC equipment serviced at the Twin Lakes Recreation Center; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the HVAC preventive maintenance at the Twin Lakes Recreation Center (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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval

as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nine Thousand Two Hundred Sixty Eight Dollars and Seventy Five Cents (\$9,268.75). 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:

Daren Eads
City of Bloomington
PO Box 848
Bloomington, Indiana 47402

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of

data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Commercial Service of Bloomington
Attn: Daren Eads	Mindy Query
PO Box 848	P.O. Box 91
Bloomington, Indiana 47402	Bloomington, IN 47402

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

affidavit, attached hereto as Exhibit D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

Article 28. Option for 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.

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

CITY OF BLOOMINGTON

DocuSigned by:

FB7C0A5D6563447...

Beth Cate, Corporation Counsel

COMMERCIAL SERVICE OF BLOOMINGTON

Signature

Tim Street, Interim Administrator
Parks and Recreation Department

Print Name and Title

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Spring – Cooling PM

- ***Performance Testing***
 - Gauge check of refrigerant level
 - Inspect for refrigerant leaks
 - Verification of superheat and sub-cooling
 - Cycle/test operation of air conditioner
 - Measure temperature drop across the evaporator coil
 - Condenser Motor
 - Check motor for wear and lubricate bearings as required
 - Check amperage, compressor contactor, and amp draw across compressor
 - Ensure proper airflow
 - Replace pleated filters
- ***Visual Inspection***
 - Outdoor condenser coil
 - Wash debris and dirt from unit
(If splitting of condenser coil is required for cleaning, an additional fee will be invoiced separately)
 - Indoor evaporator coil (if accessible)
 - Blower wheel(s) and assembly
 - Check for wear and lubricate bearings as required
 - Fan blades
 - Check for fractures and wear
 - Safety Controls
 - Inspect and test for proper operation
- ***Electrical System***
 - Confirm electrical connections, controls, capacitors, wiring, contactors, and relays
 - Tighten and/or clean connections
 - Ensure operation of thermostat(s)
 - Check voltage drops and amp draws
- ***Condensate Removal System***
 - Inspect and clean condensate drain line from evaporator coil to drain
- ***Miscellaneous***
 - Provide detailed list of recommended repairs and actions
 - Provide suggestions for improved equipment operation, efficiency, and dependability

Fall – Heating PM

- ***Performance Testing***
 - Ensure proper ignition and inspect/clean flame signal and sensor
 - Cycle/test operation of furnace
 - Ensure proper temperature rise
 - Inspect heat exchanger
 - Check for cracks
 - Ensure proper operation of pressure switch
 - Ensure proper airflow
 - Replace pleated filters
- ***Visual Inspection***
 - Burners
 - Inspect/clean and adjust for max efficiency
 - Gas valves and pipes
 - Inspect for gas leaks
 - Blower wheel(s) and assembly
 - Check for wear and lubricate bearings as needed/required
 - Check belt(s), if present, and replace once a year
 - Inspect flue and draft inducer
 - Safety Controls
 - Inspect and test for proper operation
 - Carbon monoxide test for gas furnaces and package units
- ***Electrical System***
 - Confirm electrical connections, controls, capacitors, wiring, contactors, and relays
 - Tighten and/or clean connections
 - Ensure operation of thermostat(s)
 - Check voltage drops and amp draws
 - Amperage check
 - Draft inducer motor, blower motor, and hot surface ignitor
 - Ensure proper capacitor values
- ***Electric furnaces***
 - Inspect heating element and verify sequencer operation
- ***Miscellaneous***
 - Provide detailed list of recommended repairs and actions
 - Provide suggestions for improved equipment operation, efficiency, and dependability

EXHIBIT B

“Project Schedule”

Commercial Service will schedule service visits at the following times:

February 2024

Filter change & Belt replacement on exhausters

May 2024

Full preventive maintenance with filter changes

August 2024

Filter change & inspect condenser coils (recommend cleaning if needed)

November 2024

Full preventive maintenance with filter changes

EXHIBIT C
E-VERIFY AFFIDAVIT

[illegible]

AFFIDAVIT

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

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

Signature

Printed Name

[illegible]

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature _____ My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

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 _____, 2023.

Commercial Service of Bloomington

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 _____, 2023.

 Notary Public's Signature My Commission Expires: _____

 Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-2
Date: 11/8/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Mark Marotz, Operations Superintendent
DATE: November 17, 2023
SUBJECT: BAKER STONE WORK ROSEHILL CEMETERY WALL REPAIRS

Recommendation

Staff recommends approval of contract with Baker Stone Work for \$5,075.00 to repair the south west wall at Rosehill Cemetery. Funding source: 201-18-189001-53990.

Background

On Friday October 6th a vehicle involved in a police pursuit drove into the wall near the southwest corner of Rosehill Cemetery knocking the wall over. This contract is to repair the wall in a fashion that leaves an opening for a future pedestrian connection through this area, which has been a connection considered by the department over the past few years.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Mark Marotz". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mark Marotz, Operations Superintendent

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND**

Baker Stone Work

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Baker Stone Work ("Contractor").

Article 1. Scope of Services. Contractor shall remove remaining stone in the damaged area creating a 8 foot pathway, lay 12 inch square pillar in center of opening using existing stone from the wall, lay new stone pillar to the south of the opening using stone from the wall and adding new stone as needed. ("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, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed five thousand seventy five dollars (\$5,075.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz, 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:

Site prep may begin on November 22, 2023 and completed by December 31, 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Mark Marotz, 401 N. Morton, Bloomington, IN 47404. Contractor: Baker Stone Work, Attn: Charles Nelson, 1545 Hupp Road 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

Beth Cate

Beth Cate, Corporation Counsel

Baker Stone Work

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2023.

Baker Stone Work

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 _____, 2023.

_____ My Commission Expires: _____
Notary Public’s Signature

_____ County of Residence: _____
Printed Name of Notary Public



STAFF REPORT

Agenda Item: C-3
Date: 11/19/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: November 28, 2023
SUBJECT: GRIFFY VEGETATION MONITORING CONTRACT WITH ECO LOGIC LLC

Recommendation

Staff recommend approval of this contract with Eco-Logic. The total amount is \$12,870, and it will be funded from 201-18-184000-53990.

Background

Deer browse monitoring has been done at Griffy Lake Nature Preserve for the past three years to determine the effectiveness of deer hunts at reducing the negative effects on native vegetation. This proposal will continue the vegetation monitoring on 12 transects to monitor browse on both herbaceous and woody vegetation for 2024. The results will be compared to previous years' data to determine whether there has been a decline, increase, or no statistical change in the amount of browse.

The costs of the monitoring are below:

- Total for spring herbaceous deer browse monitoring: \$6,435.00
- Total for late summer woody plant deer browse monitoring: \$6,435.00
- Total for deer browse monitoring for 2024: \$12,870.00

RESPECTFULLY SUBMITTED,



Steve Cotter, Natural Resources Manager

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC
FOR
VEGETATION STUDIES AT GRIFFY LAKE NATURE PRESERVE**

This Agreement, entered into on this 28th day of November, 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Eco Logic LLC (“Contractor”).

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 31, 2024 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 TWELVE THOUSAND EIGHT HUNDRED SEVENTY DOLLARS (\$12,870). 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 Parks and Recreation
PO BOX 848 Bloomington, IN 47402

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be

named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	ECO LOGIC LLC
Attn: STEVE COTTER	Attn: KEVIN TUNGESVICK
PO BOX 848	8685 W. VERNAL PIKE
BLOOMINGTON, IN 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.

The Parties have effectuated this Agreement by executing it on the day and year first written above.

CITY OF BLOOMINGTON

DocuSigned By:

Beth Cate

FB7C0A5D6563447...
Beth Cate, Corporation Counsel

ECO LOGIC LLC

Spencer Goehl, Executive Director

Tim Street, Interim Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Deer browse monitoring will be conducted at Griffy Lake Nature Preserve to determine the effectiveness of deer hunts at reducing the effects on the vegetation. This agreement will continue the vegetation monitoring on 12 transects to monitor browse on both herbaceous and woody vegetation for 2024. The results will be compared to previous years' data to determine whether there has been a decline, increase, or no statistical change in the amount of browse. Data analysis will include graphs of trends and a brief annual summary as presented with the 2020-2023 data.

2024

Total for spring herbaceous deer browse monitoring: \$ 6,435.00

Total for late summer woody plant deer browse monitoring: \$ 6,435.00

Total for deer browse monitoring for 2024: \$ 12,870.00

EXHIBIT B

“Project Schedule”

The vegetation monitoring will be completed, and results delivered, by October 31, 2024.

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 _____, 2023.

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 _____, 2023.

 Notary Public's Signature My Commission Expires: _____

 Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-4
Date: 11/13/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Tim Street, Interim Director
DATE: November 28, 2023
SUBJECT: CONTRACT WITH MARSHALL SECURITY LLC FOR 2024 SECURITY SERVICES

Recommendation

Staff recommends approval of a contract with Marshall Security, LLC for

Amount not to exceed: \$360,000

Accounts: 200-18-181000-53990 (Switchyard) and 200-18-189000-53990 (Operations).

Background

Marshall Security LLC was selected from two responsive vendors to provide security services in Parks in 2024. Marshall did provide the lowest hourly cost. The scope of work is below. The main change in 2024 is that security officers will be locking restrooms at Bryan Park, Olcott Park, Winslow Sports Park, and Lower Cascades Park in 2024.

Switchyard Park	Parks & Trails
Provide one unarmed uniformed security officers, with appropriate vehicle, to patrol Switchyard Park daily from 5pm-5am from January 1 to December 31, 2024. This includes all federal holidays except for Easter, Thanksgiving, Christmas Eve, and Christmas.	Provide one unarmed uniformed security officer, with appropriate vehicle, to patrol identified parks and trails from 6am-8pm and two uniformed security officers to patrol identified parks and trails from 8pm-1am from January 1 to December 31, 2024. This includes all federal holidays except for Easter, Thanksgiving, Christmas Eve, and Christmas.
The entirety of Switchyard Park is to be patrolled throughout the duration of identified security shifts.	The primary locations to be patrolled include: - Seminary Park

2023-January

<p>This includes locking restrooms in the evening.</p>	<ul style="list-style-type: none"> - B-Line Trail - Building Trades Park(+) - RCA Park(+) - Butler Park(+) - Rose Hill Cemetery - Crestmont Park - Hopewell Commons* - Miller Showers Park - Waldron, Hill, and Buskirk Park - People's Park <p>The following locations will be visited once per evening for a security check and to lock restrooms:</p> <ul style="list-style-type: none"> - Olcott Park (+) - Winslow Sports Park (+) - Lower Cascades Park (+) - Bryan Park (+) <p>Parks and Recreation staff may communicate with the Vendor regarding security needs at other parks throughout the year.</p> <p>(+) indicates a location with a restroom that security staff will lock nightly (when seasonally open from approx. April through October).</p> <p>*Hopewell Commons will come online sometime August-October 2024. When opened it will be added as a patrol location to complete within the daily hours (hours will not be extended).</p>
<p>Contact: Hsiung Marler, General Manager, Switchyard Park</p>	<p>Contact: Mark Marotz, Operations Superintendent, Bloomington Parks and Recreation</p>

RESPECTFULLY SUBMITTED,



Tim Street, Interim Director

2023-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
MARSHALL SECURITY, LLC
FOR
2024 PARKS SECURITY SERVICES**

This Agreement, entered into on this ____ day of _____, 2023, 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 2024; 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, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed three hundred sixty thousand dollars (\$360,000) at a rate of \$26.85 per hour for each security officer provided (\$40.28 per hour on federally-recognized holidays). 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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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.

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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.

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- 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.

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	Marshall Security LLC
Attn: Tim Street	Attn: 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.

Article 28. Living Wage

Contractor is considered a “covered employer” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.76 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer’s contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

CITY OF BLOOMINGTON

DocuSigned by:

Beth Cate

FB7C0A5D66563447...

Beth Cate, Corporation Counsel

MSI, INC.

Jeff Nesbitt, Owner

Tim Street, Interim Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
“Scope of Work”

The Services shall include the following:

1.1. SCOPE OF WORK

- 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. Exact hours will be finalized with the Vendor upon award of the contract, and maybe subject to change throughout the year based on need. In general, the needs are anticipated to be:

Switchyard Park	Parks & Trails
Provide one unarmed uniformed security officers, with appropriate vehicle, to patrol Switchyard Park daily from 5pm-5am from January 1 to December 31, 2024. This includes all federal holidays except for Easter, Thanksgiving, Christmas Eve, and Christmas.	Provide one unarmed uniformed security officer, with appropriate vehicle, to patrol identified parks and trails from 6am-8pm and two uniformed security officers to patrol identified parks and trails from 8pm-1am from January 1 to December 31, 2024. This includes all federal holidays except for Easter, Thanksgiving, Christmas Eve, and Christmas.
The entirety of Switchyard Park is to be patrolled throughout the duration of identified security shifts. This includes locking restrooms in the evening.	The primary locations to be patrolled include: <ul style="list-style-type: none">- Seminary Park- B-Line Trail- Building Trades Park(+)- RCA Park(+)- Butler Park(+)- Rose Hill Cemetery- Crestmont Park- Hopewell Commons*- Miller Showers Park- Waldron, Hill, and Buskirk Park- People’s Park The following locations will be visited once per evening for a security check and to lock restrooms:

	<ul style="list-style-type: none"> - Olcott Park (+) - Winslow Sports Park (+) - Lower Cascades Park (+) - Bryan Park (+) <p>Parks and Recreation staff may communicate with the Vendor regarding security needs at other parks throughout the year.</p> <p>(+) indicates a location with a restroom that security staff will lock nightly (when seasonally open from approx. April through October).</p> <p>*Hopewell Commons will come online sometime August-October 2024. When opened it will be added as a patrol location to complete within the daily hours (hours will not be extended).</p>
Contact: Hsiung Marler, General Manager, Switchyard Park	Contact: Mark Marotz, Operations Superintendent, Bloomington Parks and Recreation

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 January 1, 2024 and December 31, 2024.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT 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: _____



STAFF REPORT

Agenda Item: C-5
Date: 11/19/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Kim Clapp, Office Manager
DATE: November 28, 2023
SUBJECT: 2024 PRICE SCHEDULE

Recommendation

Staff request the Board of Park Commissioners review and approve the 2024 Price Schedule.

Background

An Executive Summary of the proposed changes was presented to the Board of Park Commissioners at the October 24, 2023 Park Board Meeting. Since that time, the following items were changed, corrected, or added to the proposed 2024 fees:

- Page 6 Banneker Center – Facility Rentals, Programs, Classes, Special Events
 Under Program/Classes/Special Events
- **correction - increased Banneker Summer Camp from \$10 to \$15/draft stated \$10 to \$20**
- Page 9 Community Events – Saturday Farmers’ Market May thru October, Weekday Farmers’ Market
 Under Miscellaneous
- **changed - Prepared Food Vendors/Food Trucks/Pushcarts from original proposal of “5% gross proceeds” to a flat fee of \$26 per site per day, or \$28 per site per day with electricity and/or water**
- Page 15 Operations Services – Shelter Rentals
 Changes include:
- **added - item was not included in draft copy - Under large shelters, adding RCA Group shelter back to the listing \$72 (weekdays M-Th) and \$87 (weekend & holidays)**

All other 2024 proposed fees presented at the October 24, 2023 Park Board Meeting remain the same.

RESPECTFULLY SUBMITTED,

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

Kim Clapp, Office Manager

2023-January

2024 Price Schedule



**CITY OF
BLOOMINGTON**
PARKS AND RECREATION



BLOOMINGTON PARKS & RECREATION

*Administrative Transaction Fee is included in all prices

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

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADMINISTRATIVE SERVICES

NON-REVERTING FUND		
EQUIPMENT RENTAL	2024 IN CITY FEES	2024 OUT OF CITY FEES
Volleyball Standards	16.00 + 50.00 deposit	na
Picnic/Party Kits	15.00 + 50.00 deposit	na

PROGRAM UNIT: ADULT PROGRAMS

Cost Recovery Goal = 75%

NON-REVERTING FUND		
PROGRAMS/CLASSES/ SPECIAL EVENTS	2024 IN CITY FEES	2024 OUT OF CITY FEES
Living and Learning Classes	7.00 - 250.00	7.00 - 313.00
Sailing at Lake Monroe-Youth Camp*	7.00 - 350.00	7.00 - 663.00
Sailing at Lake Monroe-Adult Instruction*	7.00 - 700.00	7.00 - 700.00

PROGRAM UNIT: INCLUSIVE RECREATION

Cost Recovery Goal = 2%

NON-REVERTING FUND		
PROGRAMS/CLASSES/ SPECIAL EVENTS	2024 IN CITY FEES	2024 OUT OF CITY FEES
Special Interest Programs/Classes/Special Events	1.00 - 300.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADULT SPORTS

Cost Recovery Goal = 75%

NON-REVERTING FUND	
LEAGUE REGISTRATIONS TOURNAMENTS TENNIS	2024 FEES
Adult Softball League - Team Registration	
Spring	675.00
Fall	675.00
Adult Softball Tournaments	175.00-350.00
Forfeit Fee - Softball	25.00
Tennis: (price will be set by partner \$40 to \$70)	
Adult Lessons - 2 per week for 4 weeks	
Youth Lessons (ages 5 - 17) - 2 per week for 4 weeks	
Volleyball:	
Adult Volleyball - Team Fee	80.00 - 200.00
Adult Volleyball - Individual Fee	20.00 - 30.00

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADULT SPORTS/YOUTH SPORTS

Cost Recovery Goal

Adult Sports = 75% Youth Sports = 40%

GENERAL FUND & NON-REVERTING FUND		
FIELD RENTAL PLAYER FEES	2024 PARTNER FEES	2024 NON- PARTNER
Winslow Sports Complex:		
Practice	16.00	18.00
Practice with lights	20.00	22.00
Weeknight Competition	23.00	25.00
Weekend Competition	25.00	27.00
With on-site maintenance (drying product \$13 per bag)	35.00	35.00
All day per field	165.00	na
Lower Cascades ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
With on-site maintenance (drying product \$13 per bag)	35.00	35.00
All day per field	165.00	na
Twin Lakes ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
With on-site maintenance (drying product \$13 per bag)	35.00	35.00
All day per field	165.00	na
Bryan Park ballfield rental (per hour/per field):		
Practice	10.00	na
Competition	12.00	na
Butler Park ballfield rental (per hour/per field)	10.00	na
Olcott Park ballfield rental (per hour):		
Competition Field Grandstand (South)	43.00	45.00
Non-Competition Field (North)	43.00	45.00
Olcott Park practice - either field	25.00	25.00
Olcott Park - requested lining	300.00-600.00	300.00-600.00
Special Use Outdoor Court Reservations (tennis/basketball/pickleball)		
Standard Use/For Profit		\$20/hr per court
Not For Profit		\$15/hr per court
Partners	\$10/hr per court	

NON-REVERTING FUND		
Concessions Services	2024 IN CITY FEES	2024 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

GENERAL FUND	
BRYAN PARK POOL	2024 FEES
General Admission (3 yrs. and under free)	6.00
Individual Season Pass includes swimming and water slide	70.00
Economy 20 Punch Pass	90.00

GENERAL FUND	
MILLS POOL	2024 FEES
General Admission (3 yrs. and under free)	6.00
Individual Season Pass	70.00
Economy 20 Punch Pass	90.00

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2024 IN CITY FEES	2024 OUT OF CITY FEES
Group swimming lessons (both Bryan and Mills pools)	65.00	75.00
Lifeguard training and WSI and Lifeguard Instructor	100.00 - 300.00	na
RENTALS	2024 IN CITY FEES	2024 OUT OF CITY FEES
Bryan Pool private rental - entire facility: main pool, waterslides, Limestone Lagoon	350.00/hour	na
Bryan Pool private rental: main pool only	300.00/hour	na
Mills Pool private rental: entire facility	225.00/hour	na
Mills Pool - Open Swim Day Rental Half Day Rental	775.00	na
Mills Pool - Open Swim Day Rental Full Day Rental	1250.00	na
NON-REVERTING FUND		
Concessions Services	2024 IN CITY FEES	2024 OUT OF CITY FEES
Concession items	.50 - 30.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: BANNEKER COMMUNITY CENTER

Cost Recovery Goal = 20%

NON-REVERTING FUND	
FACILITY RENTAL	2024 FEES (plus deposit - see below)
Rental during operational hours (9:00am - 5:00pm)	per hour
Category A* - any room	0.00
Category B** - any room	0.00
Category C*** - kitchen	45.00
Category C*** - 3rd floor	45.00
Category C*** - Gymnasium	55.00
Rental during non-operational hours (after 5pm weekdays & weekends)	
Category A* - any room	35.00
Category A* - whole building	100.00
Category B** - Gymnasium	35.00
Category B** - whole building	100.00
Category C*** - kitchen	55.00
Category C*** - Gymnasium	55.00
Category C*** - 3rd floor	45.00
Category C*** - whole building	150.00

*CATEGORY A = Parks department/City departments

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

***CATEGORY C = Private use

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

All rentals require a 50% deposit.

NON-REVERTING FUND	
PROGRAMS/CLASSES SPECIAL EVENTS	2024 IN CITY FEES
Special Events & Classes	0.00-200.00
Banneker Summer Camp	15.00/wk

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: CEMETERY SERVICES

Cost Recovery Goal = 3%

ROSE HILL & WHITE OAK CEMETERY - General Fund		
	2024 IN CITY FEES	2024 OUT OF CITY FEES
INTERMENT/DISINTERMENT		
Monday - Friday	800.00 with additional fee of 300.00 if arriving after 2 pm	800.00 with additional fee of 325.00 if arriving after 2 pm
Saturday	1050.00 with additional fee of 325.00 if arriving after 2 pm	1050.00 with additional fee of 325.00 if arriving after 2 pm
INURNMENT/DISINURNMENT		
Monday-Friday	500.00 with additional fee of 200.00 if arriving after 2 pm	500.00 with additional fee of 200.00 if arriving after 2 pm
Saturday	725.00 with additional fee of 200.00 if arriving after 2 pm	725.00 with additional fee of 200.00 if arriving after 2 pm
ROSE HILL CEMETERY - General Fund		
	2024 IN CITY FEES	2024 OUT OF CITY FEES
Cremain Lots - per space 4' x 5'	650.00	775.00
Scatter Garden - Scattering of Cremains Only	300.00	300.00
Engraving	575.00	575.00
Plot Survey	25.00-200.00	25.00-200.00
MAUSOLEUM		
INTERMENT/DISINTERMENT		
Monday - Friday	650.00 with additional fee of 200.00 if arriving after 2 pm	650.00 with additional fee of 200.00 if arriving after 2 pm
Saturday	875.00 with additional fee of 200.00 if arriving after 2 pm	875.00 with additional fee of 200.00 if arriving after 2 pm
INURNMENT/DISINURNMENT		
Monday - Friday	500.00 with additional fee of 200.00 if arriving after 2 pm	500.00 with additional fee of 200.00 if arriving after 2 pm
Saturday	725.00 with additional fee of 200.00 if arriving after 2 pm	725.00 with additional fee of 200.00 if arriving after 2 pm
WHITE OAK CEMETERY - GENERAL FUND		
	2024 IN CITY FEES	2024 OUT OF CITY FEES
LOT SALES		
Full size individual lots	800.00	950.00
Trustees (includes lot and interment)	600.00	600.00

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MKT

Cost Recovery Goal = 50%

NON-REVERTING FUND	
FARMERS' MARKET SATURDAYS IN APRIL (based on 4 Market days)	2024 FEES
Application Fee*	20.00
April- Saturday Farmers' Market reserved spaces:	
Large space	96.00 (\$24/day)
Large space - Senior** or Youth*** rate	72.00 (\$18/day)
Small space	64.00 (\$16/day)
Small space - Senior** or Youth*** rate	52.00 (\$13/day)
April- Saturday Farmers' Market unreserved spaces:	
Large space - per day	24.00
Large space - Senior** or Youth*** rate - per day	18.00
Small space - per day	16.00
Small space - Senior** or Youth*** rate - per day	13.00

NOVEMBER FARMERS' MARKET (based on 4 "regular" Market days in November) (4th Market Day in November is the Holiday Market)	2024 FEES
Indoor Space	96.00 (\$24/day)
Farmers' Market unreserved spaces:	
Indoor Space - per day	24.00
Holiday Market - reserved large	30.00
Holiday Market - local product for profit	40.00
Holiday Market - local product non-profit	25.00

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

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

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

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MARKET

Cost Recovery Goal = 50%

NON-REVERTING FUND	
FARMERS' MARKET SATURDAYS IN MAY THRU OCTOBER (26)	2024 FEES
Application Fee*	20.00
Saturday Farmers' Market reserved spaces:	
Large space	624.00
Large space - Senior** or Youth*** rate	468.00
Small space	416.00
Small space - Senior** or Youth*** rate	338.00
Farmers' Market unreserved spaces:	
Large space - per day (same for 2nd space)	24.00
Large space - Senior** or Youth*** rate - per day (same for 2nd space)	18.00
Small space - per day (same for 2nd space)	16.00
Small space - Senior** or Youth*** rate per day (same for 2nd)	13.00
WEEKDAY FARMERS' MARKET (17)	2024 FEES
Application Fee*	20.00
Weekday Farmers' Market reserved spaces:	
Space	204.00
Space - Senior** or Youth***	170.00
Weekday Farmers' Market unreserved spaces:	
Space - per day	12.00
Space - Senior** or Youth*** rate per day	10.00
MISCELLANEOUS	2024 FEES
Registration for Farm Programming	5.00 - 100.00
Information Table - Application Fee	10.00
Information Table space - per day	10.00
Prepared Food Vendor/Food Trucks/Pushcarts per day	26.00
Prepared Food Vendor/Food Trucks/Pushcarts <i>per day with electricity and/or water</i>	28.00
Merchandise Sales	10.00-50.00
Mushroom Inspection per occurrence	5.00

* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market:

Verifying application information, vendor newsletter, and being added to the Market mailing list.

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

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

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

NON-REVERTING FUND		
GARDENS	2024 IN CITY FEES	2024 OUT OF CITY FEES
Willie Streeter Gardens***		
large plots (10' x 20')	80.00	92.00
small plots (10' x 10')	45.00	52.00
raised beds (10' X 10')	45.00	52.00
Garden clearing fee - large plots	60.00-120.00	na
Garden clearing fee - small plots	30.00-60.00	na
Garden clearing fee - raised beds	30.00-60.00	na
Supplemental Services	25.00-75.00	na
Rev. Butler Park Gardens***		
large plots (avg 140 sq. ft.)	58.00	67.00
small plots (avg 95 sq. ft.)	45.00	52.00
raised beds	45.00	52.00
Supplemental Service	25.00-75.00	na
Switchyard Park Gardens***		
raised beds	45.00	52.00
Garden clearing fee - raised beds	30.00-60.00	na
Supplemental Service	25.00-75.00	na
STAGE RENTAL	2024 IN CITY FEES	2024 OUT OF CITY FEES
Waldron, Hill, and Buskirk Park		
Category I* without lights	125.00 per day	na
Category I* with theatrical lights	150.00 per day	na
Category II* without lights	150.00 per day	na
Category II** with theatrical lights	175.00 per day	na
Deposit on stage rental - refundable	50.00	na
Rehearsal Fee	30.00/per hour	na
Switchyard Park Stage Rental		
See page #16		
PROGRAMS/CLASSES	2024 IN CITY FEES	2024 OUT OF CITY FEES
SPECIAL EVENTS	2024 IN CITY FEES	2024 OUT OF CITY FEES
Special Events & Classes	0-200.00	na
A FAIR OF THE ARTS	2024 IN CITY FEES	2024 OUT OF CITY FEES
Application Fee	20.00	na
Booth Space	60.00	na
HOLIDAY MARKET ARTS FAIR	2024 IN CITY FEES	2024 OUT OF CITY FEES
Application Fee	20.00	na
Booth Space - Indoor 6x8'	65.00	na
Booth Space - Indoor 4x6'	60.00	na
Booth Space - Outdoor 10x10'	60.00	na
Electricity w/Booth Space	15.00	na

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

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

*** Community Garden Plots will be discounted by 50% for gardeners who have already rented a plot and would like an additional plot after June 28, 2024.

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

NON-REVERTING FUND	
MOBILE STAGE RENTAL	2024 FEES
Mobile Stage rental	
without lights - Category I*	775.00/day +375.00 deposit
Stage Supervisor***	20.00 - 45.00
with theatrical lights - Category I*	1,000.00/day +500.00 deposit
Stage Supervisor***	20.00 - 45.00
without lights - Category II**	1,000.00/day +500.00 deposit
Stage Supervisor***	20.00 - 45.00
with theatrical lights - Category II**	1,250.00/day +625.00 deposit
Stage Supervisor***	20.00 - 45.00***

***STAGE SUPERVISOR MANDATORY WITH ALL MOBILE STAGE RENTALS

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

OTHER RENTAL	2024 Fees
Stage Platforms/Extenders	
for 7 platforms	375.00/day +185.00 deposit
single platform	70.00/day +75.00 deposit

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

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

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: FRANK SOUTHERN ICE ARENA

Cost Recovery Goal = 75%

GENERAL FUND		
USER FEES FACILITY RENTAL	2024 IN CITY FEES	2024 OUT OF CITY FEES
Public Skating (ages 4 and under FREE)	6.00	na
Skate Rental	3.00	na
Economy Pass (10 admissions)	54.00	na
Group Rates - Skates included	5.00	na
Group Rates - Skates excluded	4.00	na
Drop-In Hockey (formerly Stick & Puck)	10.00	na
Skate Sharpening		
Drop off	6.00	na
New Skates	10.00	na
Immediate service	7.00	na
Rink Rental (per hour)	240.00	na
Birthday Party Room (flat fee)	60.00	na
Birthday Party Room Package (10 adm w/skates)	100.00	na
Ice Show Performers	40.00	na

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2024 IN CITY FEES	2024 OUT OF CITY FEES
Men's League 12 games & 1 tournament	170.00	185.00
Group Lessons/per participant - The Skating School	80.00	90.00
Hockey Initiation	55.00	60.00
Youth Hockey - Cubs	175.00	190.00
Youth Hockey - all others	260.00	275.00
Special Events	2.00 - 100.00	na

CONCESSIONS SERVICES	2024 IN CITY FEES	2024 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: GOLF SERVICES

Cost Recovery Goal = 85%

GENERAL FUND		
GREEN FEES/SEASON PASSES OTHER	2024 IN CITY FEES	2024 OUT OF CITY FEES
Green Fees	24.00	na
Green Fees - 9 holes	16.00	na
Twilight Green Fees	22.00	na
League play Green Fees	16.00	na
Adult season pass	600.00	650.00
Spouse season pass	250.00	275.00
Family season pass	900.00	1000.00
Senior (age 62+) season pass	550.00	590.00
Senior Spouse (age 62+) season pass	250.00	275.00
Junior season pass (18 and under)	230.00	260.00
Student 18 over Valid Student ID	450.00	475.00
9-hole/10 play pass - each visit is one play	140.00	na
18-hole/10 play pass - each visit is one play	210.00	na
Locker rental (includes sales tax)	100.00	
Range Balls - per bucket (large and small)	7.00/5.00	na
20 Bucket Range Ball Pass	120.00	na
Cart rental - per person - 9 holes	8.00	na
Cart rental - per person - 18 holes	16.00	na
Spectator cart rental - 9 holes	15.00	na
Spectator cart rental - 18 holes	30.00	na
Tournament Fee	35.00	na
Tournament/Outings - per person varies by number of players & format	5.00-45.00	na
Senior (age 62+) Green Fees Monday- Thursday	22.00	
Student Green Fee - with student I.D. Monday- Thursday	22.00	na
Family Green Day Fee - Sunday after 3pm 1 adult and 1 child (under 15 years of age play	16.00	
NON-REVERTING FUND		
CLUBHOUSE RENTAL PROGRAMS/CLASSES SPECIAL EVENTS	2024 IN CITY FEES	2024 OUT OF CITY FEES
Banquet Room per any day of the week	500.00	na
Banquet Room per hour any day of the week	75.00	na
Banquet Room per day with golf outing event	125.00	na
Conference Room any day of the week	200.00	na
Conference Room per hour any day of the	50.00	na
Junior Golf Camp	125.00	135.00
Group Golf Clinics	40.00	50.00
League Fees	5.00 - 25.00	na
Tournament Entry	15.00-60.00	na
Prize Fund	1.00 - 15.00	na
CONCESSION SERVICES	2024 IN CITY FEES	2024 OUT OF CITY FEES
Concession items	.25 - 24.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: NATURAL RESOURCES

Cost Recovery Goal = 20%

NON-REVERTING FUND	
LAUNCH PERMITS BOAT/CANOE RENTAL/MISC PROGRAMS/CLASSES SPECIAL EVENTS	2024 FEES
Launch Permits:	
Annual - non-motorized	100.00
2nd annual - non-motorized	30.00
Daily permit	10.00
Canoe/Boat rental:	
Per hour	10.00
10 pass	90.00
Late Fee (all boats returned after closing hours)	20.00
Misc./life jacket rental	
Life jacket rental	1.00
Replacement fee (lost, stolen, damaged items - such as life jackets and paddles does not include boats)	50.00
Educational Programs:	
Private groups	30.00/hr (up to 15 persons)
Individual - depending on program	0.00 - 50.00/hr
Wapehani Cycling events:	
1 to 100 participants	100.00
over 100 participants	1.00 each

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: OPERATIONS SERVICES

Cost Recovery Goal = 5%

NON-REVERTING FUND	
SHELTER RENTAL	2024 FEES
Small picnic shelter: (weekdays M-Th)	
Bryan-Henderson	59.00
Bryan - North	59.00
Building Trades	59.00
RCA	59.00
Small picnic shelter: (weekends & holidays)	
Bryan-Henderson	62.00
Bryan - North	62.00
Building Trades	62.00
RCA	62.00

Large Picnic Shelter: (weekdays M-Th)	
Bryan - Woodlawn	72.00
Winslow Woods	67.00
Lion's Den (Upper Cascades)	72.00
Sycamore (Lower Cascades North)	82.00
Waterfall (Lower Cascades South)	72.00
Young Pavilion (Olcott Park)	72.00
RCA Group	72.00
Large Picnic Shelter: (weekends & holidays)	
Bryan - Woodlawn	87.00
Winslow Woods	77.00
Lion's Den (Upper Cascades)	87.00
Sycamore (Lower Cascades North)	97.00
Waterfall (Lower Cascades South)	87.00
Young Pavilion (Olcott Park)	87.00
RCA Group	87.00

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: SWITCHYARD PARK

Cost Recovery Goal

NON-REVERTING FUND			
SWITCHYARD PARK	2024 CATEGORY A FEES	2024 CATEGORY B FEES	2024 CATEGORY C FEES
Pavilion Rental			
Pavilion Rental (4 hour minimum) (weekdays M-Th 8:00am-5pm)	No Charge	65.00 per hr	65.00 per hr
Pavilion Rental (4 hour minimum) (weekdays M-Th 5:00pm - 10:00pm)	65.00 per hr	65.00 per hr	65.00 per hr
Pavilion Rental (6 hour minimum) (weekends F-Su & holidays 8:00am - 10:00pm)	80.00 per hr	80.00 per hr	80.00 per hr
Pavilion General Setup Fees (per event)			
Pavilion Attached Patio (per day)	No Charge	100.00 per day	100.00 per day
Pavilion Lawn Rental (per day)	No Charge	150.00 per event	150.00 per event
Pavilion Riser Stage	150.00 per event	150.00 per event	150.00 per event
Pavilion Projector/Screen Use	50.00 per event	50.00 per event	50.00 per event
Pavilion Pipe and Drape	150.00 per event	150.00 per event	150.00 per event
Pavilion EVO Digital Sign Board Use	150.00 per event	150.00 per event	150.00 per event
Pavilion Alcohol Fees (per event)			
Pavilion Service and Consumption	50.00 per event	50.00 per event	50.00 per event
Patio Consumption (no service)	100.00 per event	100.00 per event	100.00 per event
Pavilion Closed Container Sales (no consumption)	50.00 per event	50.00 per event	50.00 per event
Outdoor Rentals/Fees (per day)			
Main Stage Hourly Practice Use (per hour)	No Charge	50.00 per hr	50.00 per hr
Main Stage Performance/Other Use	No Charge	250.00 per day	400.00 per day
Main Stage Lawn Fencing (per event)	240.00 per event	240.00 per event	240.00 per event
Secondary Performance Lawn	No Charge	90.00 per day	90.00 per day
Activity Lawns	No Charge	90.00 per day	90.00 per day
Outdoor Commercial Vendors (per vendor) (food trucks, etc)	No Charge	25.00 per vendor	35.00 per vendor
Gardens see page #10 for garden rental			
Waldron, Hill Buskirk Park stage rental see page #10			

**OUTDOOR EVENTS MAY ALSO REQUIRE AN
HOURLY PERMIT OR A PARK SPECIAL EVENT
PERMIT WITH ASSOCIATED PERMIT FEES.**

*Category A = City of Bloomington Departments

*Category B = Not-for-profit groups (proof of 501c3 status required)

*Category C = Standard use

BLOOMINGTON PARKS & RECREA

PROGRAM UNIT: TWIN LAKES RECREATIO

Cost Recovery Goal = 100%

NON-REVERTING FUND		
MEMBERSHIPS/RENTALS	2024 Daily	2024
Memberships*		
Daily: 6 & under	N/C	
Daily fee for ages 7 to 18 and 62+	7.00	
Daily fee for ages 18 and over	8.00	
Primary (direct debit) monthly		40.00
Active Military, 60+, Student(direct debit) monthly		35.00
Add-on (direct debit) monthly		15.00
Primary One Month PIF		45.00
Primary Active Military, 60+, Student One Month PIF		40.00
Add-on Month PIF		20.00
Primary 6 Month PIF		225.00
Primary Active Military, 60+, Student 6 Month PIF		200.00
Add-on 6 Month PIF		100.00
Primary 12 Month PIF		405.00
Primary Active Military, 60+, Student 12 Month PIF		360.00
Add-on 12 Month PIF		180.00
COB Employee Rate - Primary (direct debit)	n/a	30.00
COB Employee Rate - Add-on (direct debit)	n/a	12.00
COB Employee Rate - Primary- 6 Month PIF	n/a	169.00
COB Employee Rate - Add-on 6 Month PIF	n/a	75.00
COB Employee Rate - Primary - 12 Month PIF	n/a	304.00
COB Employee Rate - Add-on 12 Month PIF	n/a	135.00
CITY ID needed as verification of employment. COB rate is for employees with benefits only.		
RENTALS	IN-CITY	OUT OF CITY
Court competitions, per court. Renter has option of keeping the admissions revenue.	40.00/court	na
Court Practice - full court	30.00/court	na
Court Practice - full court bulk use	25.00/court	na
Full Court Volleyball with set-up	35.00/court	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

NON-REVERTING FUND	
PROGRAMS/CLASSES	2024 FEES
Basketball Leagues	
*Season I	75.00/player
*Season II	85.00/player
*Season III	85.00/player
*Late Registration Fee	10.00
Basketball Clinics	25.00-80.00
COURT/FIELD RENTAL - PER HOUR	2024 FEES
Turf Field - Summer (Apr - Sept)	70.00/hour
Turf Field - Regular (Oct - March)	100.00/hour
PARTIES	2024 FEES
Party Room	45.00/hour
Party Room Rental w/court use	70.00/hour
Party Room Rental w/turf (Apr-Sept)	105.00/hour
Party Room Rental w/turf (Oct-Mar)	130.00/hour
Party Room Rental w/studio A or B	80.00/hour
ROOM RENTALS	2024 FEES
Entire Lower Level	155.00/hour
Studio A	65.00/hour
Studio B	60.00/hour
Program Room	45.00/hour
FACILITY RENTAL - PER HOUR	2024 FEES
6 FT Rectangle Table	6.00/day
8 FT Rectangle Table	7.00/day
60" Round Table	8.00/day
Folding Chairs (white plastic, padded or non-padded) these furnishings are available for TLRC facility rental use only	1.00/day
CONCESSIONS SERVICES	202 FEES
Concession items	.25 - 30.00

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TLRC FITNESS

Cost Recovery Goal = 100%

NON-REVERTING FUND	
PROGRAMS/CLASSES SPECIAL EVENTS	2024 IN CITY FEES
Instructional classes - depending on class type	5.00 - 200.00
Personal Training	130.00 - 1200.00
Group Fitness classes	10.00 - 100.00
Private Fitness classes	50.00 - 300.00
Punch Passes	7.00 - 60.00
Fitness assessments	5.00 - 50.00

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: YOUTH PROGRAMS

Cost Recovery Goal = 50%

Allison-Jukebox Community Center

NON-REVERTING FUND

	2024 IN CITY FEES	2024 OUT OF CITY FEES
FACILITY RENTAL		
All Allison Jukebox rentals require a 50% deposit		
Activity rooms (two available)	per hour	per hour
Category A*	35.00	na
Category B**	45.00	na
Category C***	55.00	na
Restroom only with park use	per hour	per hour
Category A*	30.00	na
Category B**	40.00	na
Category C***	50.00	na
Whole Building	per hour	per hour
Category A*	55.00	na
Category B**	65.00	na
Category C***	85.00	na

*CATEGORY A = Parks department/City departments

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

***CATEGORY C = Private use

	2024 IN CITY FEES	2024 OUT OF CITY FEES
PROGRAMS/CLASSES		
SPECIAL EVENTS		
Kid City Camps*	per week	per week
Kid City Original	185.00	190.00
Kid City Quest	185.00	190.00
CIT program - grades 8 - 10 (2 week sessions)	180.00	185.00
Kid City Break Days - per day**	40.00-55.00	45.00-65.00
Programs/Classes/Special Events	1.00-300.00	1.00-300.00

* a non-refundable deposit of \$40/session/child is due at time of registration - deposit is applied to session fee

** a \$5.00 late fee will be assessed for Break Days late registrations

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: MISCELLANEOUS

GENERAL FUND	
MISCELLANEOUS	2024 FEES
Application Fee - Fee Waiver	5.00
Return Check Fee	20.00

* Out-of-City residents are not eligible to receive Fee Waivers

NON-REVERTING FUND	
MISCELLANEOUS	2024 FEES
Health/Wellness services	5.00 - 100.00
Late registration fees	
Programs with fees \$50.00 or less	5.00
Programs with fees \$50.01 - \$149.99	10.00
Programs with fees \$150.00 or more	25.00
Transaction fees	
Admission/Entry fees	.10 - .50
Registration/Player fees	1.00 - 2.00
Membership/Team fees	na
Program fees	
Programs under \$10.00	0.50
Programs over \$10.00	1.00
Fitness in the Park Permit	10.00/hr
Advertising	300-30,000
Sponsorship	100-5,000
Permit Processing fees	
Category A*	0.00
Category B**	10.00
Category C***	15.00
Category D****	30.00
Category E*****	150.00
Application Fees	25.00
Vending Fees	profit
Alcohol Permit Fee (Approval required)	200 or 10% gross whichever is higher
Damage Deposit (refundable special use)	75.00
Damage Deposit (rentals)	125-500
Return Check Fee	20.00

* Category A - Parks department/City departments

** Category B - Not-for-Profit groups/department affiliates

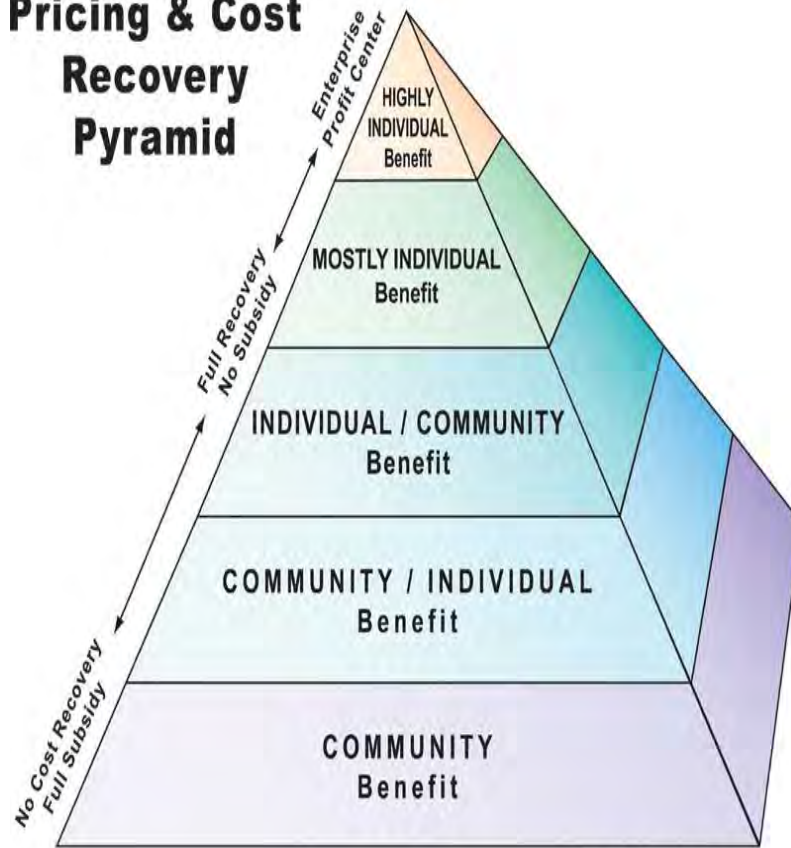
***Category C - Private use - City residents

****Category D - Private use - Out-of-City residents

*****Category E - Special Event - for large-scale special events, department staff will determine which events fall under this category, based on size, scope and nature of event.

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

Pricing & Cost Recovery Pyramid



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STAFF REPORT

Agenda Item: D-1
Date: 11-19-2023

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Program Manager
DATE: November 28, 2023
SUBJECT: AQUATIC UPDATE REPORT

Recommendation

This report is for information only.

Background

The Power Point presentation includes several aspects of the Bryan Pool and Mills Pool operations from finances, hours of operation, duration of season, number of private pool rentals, employee trainings and user groups.

RESPECTFULLY SUBMITTED,

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

Dee Tuttle
Sports Program/Facility Manager



STAFF REPORT

Agenda Item: D-2 Date: 11/21/23

Administrator Review\Approval TS
--

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: November 28 2023
SUBJECT: YOUTH TREE TENDER REPORT

Recommendation

This report is for informational purposes only.

Background

In June of this year we launched the second year of the Youth Tree Tenders program in partnership with CanopyBloomington. Through hands-on experience, this program sought to continue to foster a deeper appreciation for nature and environmental stewardship among students towards their community's urban green spaces, while also giving insight into careers in "green jobs." In these two years, approximately two thirds of the trees planted in Switchyard Park have received some form a maintenance and care (pruning, mulching, or other care) where they otherwise may not have.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Haskell Smith", written over a horizontal line.

Haskell Smith, Urban Forester

July 2023

CanopyBloomington Youth Tree Tenders Program, 2023

Annual Summary Report



Introduction

In June of this year, we launched our second year of the Youth Tree Tenders program. Through hands-on experience and expert guidance, the YTT program sought to foster a deeper appreciation for nature, promote environmental stewardship, and instill a sense of responsibility in the students towards their community's urban green spaces. This year, we

served over 220 trees in Switchyard Park, resulting in beneficial impacts on the entire community's well-being, the environment, and the planet as a whole.

Program Background

We began our Youth Tree Tenders program to train and educate highschoolers about the benefits of trees, why it's necessary to care for them, and allow them to apply that knowledge in the field through tree maintenance and plantings. Bloomington lacked a paid program that provides opportunities for the community youth to get involved in tree planting and care. There are comparable programs arising in cities across the country to get youth involved in environmental and tree stewardship and help those organizations reach their goals, such as Keep Indianapolis Beautiful's Youth Tree Team. Bloomington has a long-standing interest in and initiatives relating to environmental and climate resiliency, but typically youth engagement is limited to volunteering, and paid positions are reserved for adults experienced in the field. This program aims to reconcile community interests in environmental action with youth development.

For our second year of the program, we hired 3 enthusiastic high school students who worked for 20 hours a week for 4 weeks throughout the summer. On the weekends we held enrichment days where speakers from the community would talk about resume development, financial responsibility, etc., or where we took elementary classes on field trips to local green spaces to learn about other topics in the environmental field. Monday through Friday, 9:00am - 1:00pm, served as our work days where we did our maintenance tasks in Switchyard Park and held tree plantings. Returning Youth Tree Tender Jordis Kieffer, a Junior at Bloomington High School South, says, "Working as a Youth Tree Tender helps our local environment; the work we do will have a long-lasting impact in a positive way by providing better urban canopy around Bloomington."

Worksite

For the second year of our YTT program, we continued our partnership with the City of Bloomington to do work in Switchyard Park. Switchyard Park is a growing community space that has hundreds of new, young trees that require maintenance and care. Because the City has to care for thousands of trees across the City, we partnered with them to alleviate

their time spent in the park so they can focus on caring for trees elsewhere. As a part of our partnership agreement, we performed root collar excavation and girdling root removal, mulching, formative pruning, and watering.

Program Objectives

1. Education on Urban Forestry: The primary objective of the program was to provide students with a comprehensive understanding of urban forestry and its significant role in enhancing the quality of life in urban areas. By actively engaging with trees, the program sought to raise environmental awareness among participants.
2. Tree Maintenance: The program aimed to teach students essential tree care techniques, including root collar excavation, proper pruning methods, and the importance of mulching to improve tree health and longevity.
3. Community Collaboration: Through hands-on tree care in Switchyard Park, the program intended to foster a sense of collaboration with the local community and empower participants to be active within it. Students were encouraged to work together to collectively nurture and sustainably manage the local forestry of Bloomington.

Meet the Team!



From L to R -- Jordis Kieffer, Quentin, and Claire Lutz were our 3 outstanding participants for this summer.

Program Details



Expert Demonstration

Simon Normile, an ISA certified arborist with Bluestone Tree, gave our YTTs a pruning demonstration and training session for the second year in a row. We learned how to properly prune trees to minimize damage to them and to make sure they can seal the wound created by the pruning.

Hands-on Learning

Root Collar Excavation

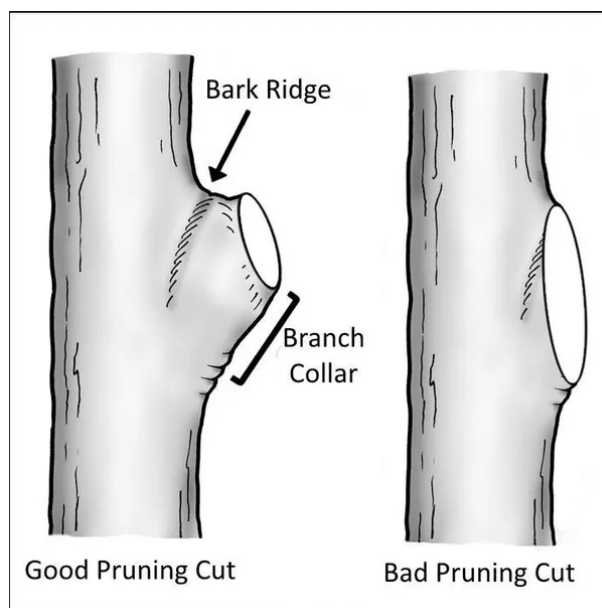
A common problem with urban trees, especially in Indiana's heavy clay soils, is that they are planted too deeply. We spent a majority of our time in SYP performing root collar excavation and girdling root removal. Trees planted too deeply can cause trunk and root rot as well as poor root structure development. Girdling roots limit a tree's ability to

transport water and nutrients, so it's important to remove them before the roots become too established to successfully remove them.



Formative Pruning

Pruning young trees is crucial for their long-term survival. We prioritized removing dead, damaged, and diseased (DDD) branches. In addition, our YTTs learned to identify and remove sucker saplings and epicormic growth. Trees should be pruned every 1-2 years in order to develop proper structure and form!



Mulching

After a tree's root collar is exposed and girdling roots removed, our YTT's mulched the trees in a donut shape, which is the preferable method of mulching to help collect and direct water towards the base of the tree and ensure that the base of the tree is free from material that may hold moisture in and cause rotting. In addition to looking nice, mulch insulates and regulates temperature for the soil containing the roots, helps retain water and provide nutrients, reduces weed growth, and prevents soil compaction and damage from mowers and foot traffic.



Enrichment Days

For our enrichment days, we had incredible community speakers talk about their area of expertise to help our YTTs progress towards critical professional and self development

skills. In addition to community speakers, we did field trips to practice our newly acquired tree skills and learn more about other environmental-minded organizations!

We brought a class of Fairview Elementary students to SYP to teach them how to mulch and the significance of mulching practices. The group of students successfully mulched an entire dog park. Additionally, the program encouraged collaborative initiatives with community members to plan and execute future tree care projects in the neighborhood.

Outcomes and Impact



1. Environmental Advocacy: The program's focus on tending to the trees in the park highlighted the importance of environmental stewardship, educating students on conservation and sustainable management of urban forests.
2. Skill Development: By tending to over 220 trees in SYP, students honed their practical skills in tree care, gaining valuable experience in arboriculture.
3. Community Empowerment: The YTT team was composed of students from various local high schools. The program encouraged collaboration with community members, and the students demonstrated their commitment to the community's well-being, inspiring local residents to take an active role in preserving their green spaces.

Sponsors

Thank you to our program grantors, partners, and supporters who made this program possible:

