

#### **AGENDA**

City of Bloomington Board of Park Commissioners Regular Meeting: Tuesday, May 21, 2024 4:00 – 5:30 p.m. Council Chambers, 401 N Morton St, Bloomington, IN

#### **CALL TO ORDER - ROLL CALL**

#### A. CONSENT CALENDAR

A-1	Approval of Minutes of April 23, 2024	
A-2	Approval of Claims Submitted April 23, 2024 through May 20, 2024	
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 Contract with Sunset Hill Fence Company for Fence Repairs	Mark Marotz
A-8	Approval of Contract with Commercial Service for preventive maintenance at Banneker Center and Allison-Jukebox Building	Kevin Terrell
A-9	Approval of Partnership Agreement with Monroe County Fairgrounds for events	Tara Brooke
A-10	Approval of Partnership Agreement with Monroe County History Center for Rose Hill Cemetery events	Crystal Ritter
A-11	Approval of Contract with Professional Golf Carts for Fourth of July Parade rental	Bill Ream
A-12	Approval of Agreement with Indiana University for All Kids Swim	Shelby Drake
A-13	Approval of Partnership Agreement with Summer Starr Foundation for Griffy Lake Nature Days	Rebecca Swift

#### B. PUBLIC HEARINGS/APPEARANCES

B-	1	Bravo Award – Amy and John Zubay	Emily Buuck	
B-2		Parks Partner Award	(none)	

#### C. OTHER BUSINESS

C-1	Approval of Resolution 24-004 (Golf Cart lease purchasing authority)	Satoshi Kido
C-2	Approval of Partnership with Downtown Bloomington, Inc. for Fourth of July Parade	Bill Ream
C-3	Approval of Contract with Southside Rental for Fourth of July Parade	Bill Ream
C-4	Approval of Appointments to the Farmer's Market Advisory Committee	Clarence Boone
C-5	Approval of Partnership Agreement with IU Health for facilitated public health programs	Shelby Drake
C-6	Presentation of 2023 Deer Browse Report and Approval of Contract with White Buffalo, Inc. for 2024 Griffy Lake Deer Hunt	Steve Cotter

#### D. <u>REPORTS</u>

D <sub>-</sub> 1	Building Trades Park Master Plan Presentation	Tim Street	ı
D-1	Dullully Trades Fark Waster Flatt Fresentation	TIIII SHEEL	ı

#### 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 virtually at the following link:

https://bloomington.zoom.us/j/88994688713?pwd=rMA5PBs89liLeWAIIRit9TA2OBVvVp.1

Meeting ID: 889 9468 8713

Passcode: 552999

Dial by your location • +1 305 224 1968 US • +1 309 205 3325 US

Find your local number: <a href="https://bloomington.zoom.us/u/kd57nEtlzp">https://bloomington.zoom.us/u/kd57nEtlzp</a>



A-1 May 21, 2024
Minutes
City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, April 23, 2024 4:00 – 5:30 p.m.
Council Chambers, 401 N Morton St, Bloomington, IN

#### **CALL TO ORDER - ROLL CALL**

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

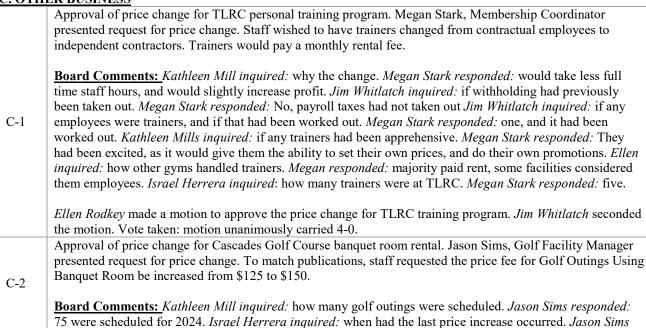
#### A. CONSENT CALENDAR

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A-1	Approval of Minutes of April 23, 2024						
A-2	Approval of Claims Submitted March 25, 2024 through April 22, 2024						
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 contract addendum with Woods Electric for EV charging station installation						
A-8	Approval of contract with KB Engineering for RCA Shelter Inspection						
A-9	Approval of partnership agreement with Project Wingspan for native seed collection						
A-10	Approval of contract with Aquatic Control for aquatic vegetation management						
A-11	Approval of partnership agreement with Monroe County United Ministries for Mills Pool admission						
A-12	Approval of service Agreement with Spear Corp for on-demand pool repairs						
Ellen Ro	Ellen Rodkey made a motion to approve the Consent Calendar. Jim Whitlatch seconded the motion. Vote taken:						
motion unanimously carried 4-0.							

#### **B. PUBLIC HEARINGS/APPEARANCES**

B-1	Bravo Award – None	(none)
B-2	Parks Partner Award	(none)

#### C. OTHER BUSINESS



	responded: believed it had remained the same since the building was completed in 2019.
	Ellen Rodkey made a motion to approve the price change for Golf Course banquet room rental. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.
C-3	Approval of contract with Chef for Hire for Banneker Center lunches. Kevin Terrell, Program Facility Coordinator present contract. Staff wished to once again vend meals for the Banneker Summer Food Service Program. The vendor would produce, package, and deliver lunch meals twice per week for the approximate $80-100$ participants daily during the Banneker Camp summer program. The packaged meals would meet the standard of the USDA Summer Food Service Program. The USDA Summer Food Service Program, would reimburse Banneker for each meal served. Staff recommended approval of the contract with Chef for Hire, Inc., in an amount not to exceed \$15,000.
	<b>Board Comments:</b> <i>Ellen Rodkey inquired:</i> when would we hear back from USDA regarding grant. <i>Kevin Terrell responded:</i> April 30 <sup>th</sup> had been deadline. Expected to hear back shortly.
	Ellen Rodkey made a motion to approve the contract with Chef for Hire for Banneker Center lunches. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.
	Approval of Partnership Agreement with Youth Sports Outreach for Banneker basketball program. Kevin Terrell, Program Facility Coordinator presented partnership. Staff wished to partner with Youth Sports Outreach, a student group at IU, to provide four nights of free basketball camp. The camp would be geared toward area teens in the 6 <sup>th</sup> through 8 <sup>th</sup> grade, and group would provide weekly sports activities at the 2024 Banneker Summer Camp. Staff recommended approval of the partnership with Youth Sports Outreach.
C-4	Board Comments: Jim Whitlatch inquired, if the organization was a national organization. Kevin Terrell responded: it was a Midwest organization. Jim Whitlatch inquired: were there any advisors Kevin Terrell responded: there were no advisors. Jim Whitlatch inquired: if background checks had been completed. Kevin Terrell responded: a staff would always be present.
	Ellen Rodkey made a motion to approve the partnership with Youth Sports Outreach for Banneker basketball program. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0
C-5	Approval of Partnership Agreement with Get Out Bloomington for escape room event. Bill Ream, Community Events Coordinator presented the partnership. The Department wished to provide the community an opportunity to participate in a unique summer event. PBRD and Get Out of Bloomington, formerly known as Code and Key Escape Rooms desired to cooperate in the provision of a community event called Escape From Wonky Willy's Chocolate Factory for the general public. Staff recommended the approval of the agreement with Get Out of Bloomington.
	Ellen Rodkey made a motion to approve the partnership agreement with Get Out of Bloomington for escape room event. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.
C-6	Approval of Partnership Agreement with Bloomington Pickleball Club. Satoshi Kido, Sports Division Director presented the partnership. BPRD wished to provide the Bloomington community an opportunity to participate in a pickleball instruction program. The Agreement outlined a program partnership, which would provide an affordable and effective program, designed to introduce beginner participants to the pickleball sport as well as to provide for skill advancement. Staff recommended approval of the partnership. Fee changed from percentage of registration fees to a court fee.
	Ellen Rodkey made a motion to approve the partnership agreement with Bloomington Pickleball Club. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.
C-7	Approval of Contract with Mother Nature for Emerald Ash Borer Treatment. Tim Street, Director presented the contract. To continue to preserve Ash trees throughout the city, staff wished have 101 trees treated preventively for Emerald Ash Borer. The trees were located around various city locations, and were on a treatment cycle of every two to three years. Staff recommended approval of the contract with Mother Nature Landscaping, in an amount not to exceed \$19,800. Funding source would be from Urban Forestry General Fund.
	Board Comments: Jim Whitlatch inquired: if all trees were city trees, and if that was all of the city ash trees. Tim Street responded: they were all city trees, it was approximately ½ of the city ash trees. Israel Herrera

*inquired:* about the emerald ash borderer, and treatment results. *Tim Street responded:* was an invasive beetle that killed ash trees. *Joanna Sparks responded:* treatment would be a pesticide that would kill the beetle, the treatment would be contained.

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

#### D. REPORTS

Leslie Brinson presented the Recreation Services Report on 2024 Events. Leslie highlighted the many events that had already occurred, or were scheduled to occur in 2024. Community Gardens were nearly all rented for the year. Many Health and Wellness programs would be offered throughout the year. It would be the 50th D-1 season for the Farmers' Market. A Fair of the Arts would continue to take place once a month at the Farmers' Market. Performing Arts Series will provide live music and movies in the parks. Lots of events schedule throughout the year, both new and returning. Tim Street presented the Parks Strategic Goals 2024 report. Department goals were set by using the Five Year Master Plan. The current 2021 to 2025 Five Year Master Plan would be coming to the end of its cycle. Staff would look at how to build a new master plan process into the 2025 budget, and how to engage in 2025. 2021-2025 four main goals were: 1) Maintain and enhance the assets and natural resources of the Department. 2) Reinforce activities and programs to positively impact public health, sustainability, and climate action. 3) Prioritize diversity, equity, and inclusion. 4) Develop administrative and staffing capacity. D-2 Staff members, through the course of the Master Plan, worked at various points to identify goals that would line up with the four Master Plan goals. There were sub-goals in the Master Plan for each goal. 115 strategic goals were set for 2024. Smart goals for each area were targeted for each year as they related to the Master Plan. Some had already been started, and or changed, some were related to the Master Plan, while others were related

#### E. PUBLIC COMMENT

per year.

Kathleen Mills opened the floor for public comment. No comments were received.

Tim Street, Director provided an update on various projects. Next Park Board meeting would be held on Tuesday, May 21, 2024.

to broader city plans, such as the Climate Action Plan. Staff would present goals and report on progress twice

#### **ADJOURNMENT**

Meeting was adjourned at 4:49 Respectfully Submitted,

Kim Clapp,

Secretary Board of Park Commissioners

#### **REGISTER OF PAYROLL CLAIMS**

**Board: Parks & Recreation** 

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
5/3/2024	Payroll				206,783.93
					206,783.93
		ALLOWANCE	OF CLAIMS		
			claims, consisting of gister, such claims are here	<b>1</b> by allowed in the	
Dated this _	day of	year of 20			
	· · · · · · · · · · · · · · · · · · ·				
	y that each of the above lis th IC 5-11-10-1.6.	ted voucher(s) or bill(s	) is (are) true and correct an	d I have audited same in	
		Fiscal Officer			



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 (S	1301)								
Department 18 - Parks & Recreation									
Program 181000 - Administration									
Account <b>53210 - Telephone</b>									
13969 - AT&T Mobility II, LLC	2872974211320 424	06-cell phone chgs 03/12-04/11/24-Inv. 287297421132X041920 24	Paid by Check # 78355		05/01/2024	05/01/2024	05/01/2024	05/01/2024	29.24
1079 - AT&T	812349370004- 24	<del></del>	Paid by Check # 78353		05/01/2024	05/01/2024	05/01/2024	05/01/2024	2,290.94
				Account	53210 - Tele <sub>l</sub>	<b>phone</b> Totals	Invo	ice Transactions 2	\$2,320.18
Account 53220 - Postage									
205 - City Of Bloomington	840-54600783- 1-7	18-USPS- Petty Cash Reimb Postage for package-4/16/24	Paid by Check # 78365		04/30/2024	04/30/2024	05/10/2024	05/10/2024	10.35
		p		Accou	ınt <b>53220 - Po</b>	stage Totals	Invo	ice Transactions 1	\$10.35
Account 53990 - Other Serv	vices and Charge	es							
6100 - Boxwood Technology, INC	4191572		Paid by EFT # 58722		04/30/2024	04/30/2024	05/10/2024	05/10/2024	190.00
			Account <b>53</b> 9	990 - Other Se				ice Transactions 1	\$190.00
				Program <b>1810</b>	00 - Administ	ration Totals	Invo	ice Transactions 4	\$2,520.53
Program <b>181100 - Marketing</b> Account <b>53210 - Telephone</b>									
13969 - AT&T Mobility II, LLC	2872974211320 424	06-cell phone chgs 03/12-04/11/24-Inv. 287297421132X041920 24	Paid by Check # 78355		05/01/2024	05/01/2024	05/01/2024	05/01/2024	70.18
				Account	53210 - Tele <sub>l</sub>	phone Totals	Invo	ice Transactions 1	\$70.18
Account 53310 - Printing									
7815 - A&M Graphics (Baugh Fine Print and Mailing)	42495	18-staff resource cards 2024 #125	Paid by EFT # 58690		04/30/2024	04/30/2024	05/10/2024	05/10/2024	50.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	42493	18-urban forestry postcard #250, aquatic & preschool flier #200	Paid by EFT # 58690		04/30/2024	04/30/2024	05/10/2024	05/10/2024	230.86
129 - FedEx Print Service, INC (Printing Only)	021100045872	18-print & mount Arbor Day poster FedEx Acct			04/30/2024	04/30/2024	05/10/2024	05/10/2024	53.99
185 - World Arts, INC	120029	#0547243307 18-Summer 2024 Program Guide	Paid by EFT # 58895		04/30/2024	04/30/2024	05/10/2024	05/10/2024	24,297.78
		#33,000		Accou	unt <b>53310 - Pr</b>	inting Totals	Invo	ice Transactions 4	\$24,632.63



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 (S	51301)	·						'	•	
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53320 - Advertisin	ıg									
6580 - Sound Management, LLC	IN-1240439586	18-30-sec spots for	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	1,400.00
(WBWB/WHCC)		eclipse events on	58862							
CEOO Cound Management II C	TN 1240420507	WBWB #56-April 2024	D-:- L., FFT #		04/20/2024	04/20/2024	05/10/2024		05/10/2024	1 000 00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1240439587	18-30-sec spots for eclipse events on	Paid by EFT # 58862		04/30/2024	04/30/2024	05/10/2024		05/10/2024	1,800.00
(WBWB/WHCC)		WBWB #72-April 2024	36602							
6580 - Sound Management, LLC	IN-1240439592	18-30-sec spots for	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	1,800.00
(WBWB/WHCC)	111 12 10 10 00 00	eclipse events on	58862		0 ., 0 0, 2 0 2 .	0.,00,202.	00, 10, 101			2,000.00
		WHCC #72-April 2024								
6580 - Sound Management, LLC	IN-1240439591	18-30-sec spots for	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	1,400.00
(WBWB/WHCC)		eclipse events on	58862							
		WHCC #56-April 2024					_			+6 400 00
				Account !	53320 - Adver	tising lotals	Invo	oice Transactions	4	\$6,400.00
Account <b>53910 - Dues and</b>	-	10.2-4	D-:- L., FFT #		04/20/2024	04/20/2024	05/10/2024		05/10/2024	220.00
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-6181	18-2nd quarter 2024 web hosting TLRC &	Paid by EFT # 58779		04/30/2024	04/30/2024	05/10/2024		05/10/2024	330.00
Markeurig)		Switchyard Park	36779							
		Switchydra i ark	Accoun	t <b>53910 - Due</b> :	s and Subscri	ptions Totals	Invo	ice Transactions	1	\$330.00
Account <b>53990 - Other Ser</b>	vices and Charg	es				,			_	4
6158 - RLR Associates, INC	2024-036	18-Kid City 2024 logo	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	437.50
		design third phase	58851		, , , , ,	, ,	,			
			Account <b>53</b>	990 - Other Se	rvices and Ch	arges Totals	Invo	ice Transactions	1	\$437.50
				Program 1	l81100 - Marl	<b>keting</b> Totals	Invo	ice Transactions	11	\$31,870.31
Program 182001 - Aquatics - Bryan	Pool									
Account 52310 - Building N	laterials and Su	pplies								
8658 - Kleindorfer's Hardware LLC	779609	18-BPP- Materials for	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	234.41
		liner repair-knife,	58808							
		brush, roller, frame		D 11 11 14 1			-			+224 44
1 52240 OIL B			Account <b>52310</b>	- Building Mai	erials and Su	pplies lotals	Invo	oice Transactions	1	\$234.41
Account <b>52340 - Other Rep</b>			D : ! ! FFT #		04/20/2024	04/20/2024	05/40/2024		05/40/2024	204.00
8658 - Kleindorfer's Hardware LLC	779631	18- BPP- Cement and	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024		05/10/2024	391.98
		Seal for liner repair	Account <b>52340</b>	- Other Pensi	rs and Mainte	nance Totals	Inve	oice Transactions	1	\$391.98
Account <b>53210 - Telephone</b>			Account 32340	- Other Repair	s and Manite	ilance rotais	11100	nce mansactions	1	φ391.90
13969 - AT&T Mobility II, LLC		06-cell phone chgs	Paid by Check		05/01/2024	05/01/2024	05/01/2024		05/01/2024	29.24
13909 - AT&T Flobility II, LEC	424	03/12-04/11/24-Inv.	# 78355		03/01/2024	03/01/2024	03/01/2024		03/01/2024	23.27
		287297421132X041920								
		24								
				Account	<b>53210 - Tele</b>	<b>phone</b> Totals	Invo	ice Transactions	1	\$29.24



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										
Account <b>53510 - Electrica</b> l										
223 - Duke Energy	050124-	18- Electrical Charges	Paid by Chec	<	05/01/2024	05/01/2024	05/01/2024		05/01/2024	333.18
	ParksDuke	March/April 2024	# 78361	Account <b>53510</b>	Flooring Co		Ton	oice Transactions		\$333.18
Account <b>53540 - Natural G</b>	300			Account <b>33310</b>	- Electrical Se	rvices rotals	IUA	oice Transactions	1	\$333.18
222 - Indiana Gas Co. INC (CenterPoint	50755166-	18- Natural Gas Bryan	Paid by Chec	,	04/20/2024	04/29/2024	04/29/2024		04/29/2024	48.77
Energy) (Vectren)	041024A	Pool 03/06/24- 04/04/24	# 78350	<b>\</b>	04/29/2024	04/29/2024	04/29/2024	•	04/29/2024	40.77
				Account 5	53540 - Natur	al Gas Totals	Inv	oice Transactions	1	\$48.77
			Progr	am <b>182001 - A</b> d	quatics - Brya	n Pool Totals	Inv	oice Transactions	5	\$1,037.58
Program 182002 - Aquatics - Mills I	Pool									
Account 53210 - Telephon	ie									
13969 - AT&T Mobility II, LLC		06-cell phone chgs	Paid by Chec	<	05/01/2024	05/01/2024	05/01/2024		05/01/2024	58.48
	424	03/12-04/11/24-Inv.	# 78355							
		287297421132X041920 24								
		21		Account	53210 - Tele	<b>phone</b> Totals	Inv	oice Transactions	1	\$58.48
			Pro	gram <b>182002 -</b> <i>A</i>		•	Inv	oice Transactions	1	\$58.48
Program 182500 - Frank Southern	Center									·
Account <b>52210 - Institutio</b>	onal Supplies									
7663 - HB Warehouse LLC (Resource	14332	18-FSC 60 gallon trash	Paid by EFT #	#	04/30/2024	04/30/2024	05/10/2024		05/10/2024	152.46
Services)		bags-6 cases	58776							
			Acc	ount <b>52210 - In</b>	stitutional Su	<b>pplies</b> Totals	Inv	oice Transactions	1	\$152.46
Account <b>53510 - Electrica</b> l										
223 - Duke Energy	050124- ParksDuke	18- Electrical Charges	Paid by Check	<	05/01/2024	05/01/2024	05/01/2024	•	05/01/2024	464.40
	Parksbuke	March/April 2024	# 78361	Account <b>53510</b>	- Flectrical Se	rvices Totals	Inv	oice Transactions	1	\$464.40
Account <b>53540 - Natural G</b>	Sas			Account 95510	Electrical Se	i vices rotals	1114	olee Transactions	-	φ 10 1. 10
222 - Indiana Gas Co. INC (CenterPoint	50573228-	18- Natural Gas FSC	Paid by Chec	<	04/29/2024	04/29/2024	04/29/2024		04/29/2024	425.20
Energy) (Vectren)	041024A	03/06/24-04/04/24	# 78350	•	0 1/23/2021	0 1, 23, 202 1	0 1/23/2021		0 1/23/2021	123120
				Account 5	53540 - Natur	al Gas Totals	Inv	oice Transactions	1	\$425.20
Account 53990 - Other Se										
4170 - Comcast Cable Communications,		. 18-FSC Cable for lobby		<	05/01/2024	05/01/2024	05/01/2024	•	05/01/2024	126.55
INC	324	TV 4/27-5/26/24	# 78357	2000 04- 0		T-4 !	-	-: T		#12C FF
				3990 - Other Se				oice Transactions	=	\$126.55
			Progra	m <b>182500 - Fra</b>	iik Southern (	Lenter rotals	Inv	oice Transactions	4	\$1,168.61



-	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 (S	51301)									
	Department 18 - Parks & Recreation										
	Program <b>183500 - Golf Services</b>										
	Account <b>52210 - Institutio</b>		40.1	5 : 11 - 61 - 1		0.4/0.0/0.00.4	0.4/20/2024	05/10/2024		05/10/2024	00.04
	5819 - Synchrony Bank	5499	18-thermal receipt	Paid by Check # 78385		04/30/2024	04/30/2024	05/10/2024		05/10/2024	80.91
			paper		unt <b>52210 - In</b>	stitutional Su	pplies Totals	Invo	oice Transactions	1	\$80.91
	Account 52240 - Fuel and 0	Dil		7.000			ppco			-	400.52
	14129 - C & S, INC	7113	18 - Cascades Gas for	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	2,445.58
			Maint 4-6-2024	58726							
					Account 5	52240 - Fuel a	nd Oil Totals	Invo	oice Transactions	1	\$2,445.58
	Account <b>52420 - Other Sup</b>	•									
	4574 - John Deere Financial f.s.b. (Rural King)	237065	18 - Cascades Garden - Hoses	# 78376		04/30/2024	04/30/2024	05/10/2024		05/10/2024	82.98
	4574 - John Deere Financial f.s.b. (Rural	238878	18 - Cascades Spray	Paid by Check		04/30/2024	04/30/2024	05/10/2024		05/10/2024	108.94
	King)		Dye, Tank Cleaner,	# 78376		0 ., 0 0, 2 0 2 .	0.,00,202.	00, 10, 202 :		00, 10, 101 .	200.5
			Gloves, Lopper Kit								
	3958 - Kenney Machinery LLC	X45847	18 - Cascades	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	1,505.35
			Irrigation Parts, Belts for mowers	58804							
	8658 - Kleindorfer's Hardware LLC	779855	18 - Cascades Trash	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	69.98
			Cans (2)	58808		, ,		,		, -,	
	8658 - Kleindorfer's Hardware LLC	780387	18-hitchpins (5)	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	2.95
	8658 - Kleindorfer's Hardware LLC	778768	18 - Cascades Pipes	58808 Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	65.07
	8038 - Riellidolfei S Flatuwale ELC	770700	for irrigation, rubber	58808		04/30/2024	04/30/2024	03/10/2024		03/10/2024	05.07
			gloves	30000							
	8658 - Kleindorfer's Hardware LLC	778929	18 - Cascades 3	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	40.47
	4450 - 6%-00-1-04	120211050 001	bundles Marker Flags	58808		04/20/2024	04/20/2024	05/10/2024		05/10/2024	005.72
	4458 - SiteOne Landscape Supply Holding, LLC	139311059-001	18 - Cascades Rope Stakes, Flags for	Paid by EFT # 58860		04/30/2024	04/30/2024	05/10/2024		05/10/2024	895.73
	LLC		Greens	30000							
					Account <b>524</b>	20 - Other Su	<b>pplies</b> Totals	Invo	oice Transactions	8	\$2,771.47
	Account 53210 - Telephone	е									
	13969 - AT&T Mobility II, LLC		06-cell phone chgs	Paid by Check		05/01/2024	05/01/2024	05/01/2024		05/01/2024	29.24
		424	03/12-04/11/24-Inv.	# 78355							
			287297421132X041920 24								
			21		Account	53210 - Tele	phone Totals	Invo	oice Transactions	1	\$29.24
	Account 53510 - Electrical	Services									•
	223 - Duke Energy	050124-	18- Electrical Charges	Paid by Check		05/01/2024	05/01/2024	05/01/2024		05/01/2024	79.07
		ParksDuke	March/April 2024	# 78361	. ====	m		-			+70.0=
				A	Account <b>53510</b>	- Electrical Se	rvices Totals	Invo	oice Transactions	1	\$79.07



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 <b>183500 - Golf Services</b>										
Account <b>53990 - Other Ser</b>	_									
298 - Commercial Service Of Bloomington, INC	J36629	18 - Cascades Maintenance New Furnace-12/22/23	Paid by EFT # 58737		04/30/2024	04/30/2024	05/10/2024		05/10/2024	4,080.00
			Account 53	1990 - Other Se	ervices and Ch	narges Totals	Inv	oice Transactions	1	\$4,080.00
Account <b>54420 - Purchase</b>	of Equipment									
3958 - Kenney Machinery LLC	M01374	18 - Cascades Reelmaster 3575-D Fairway Mower	Paid by EFT # 58804		04/30/2024	04/30/2024	05/10/2024		05/10/2024	69,681.90
786 - Richard's Small Engine, INC	539575	18 - Cascades Engine for Sand Pro	Paid by EFT # 58848		04/30/2024	04/30/2024	05/10/2024		05/10/2024	1,853.99
			Accou	nt <b>54420 - Pur</b>	chase of Equi	<b>pment</b> Totals	Inv	oice Transactions	2	\$71,535.89
				Program 183	3500 - Golf Se	ervices Totals	Inv	oice Transactions	15	\$81,022.16
Program 184000 - Natural Resource	es									
Account <b>52420 - Other Sup</b>	plies									
11589 - Bloomington Cooperative Services (Bloomingfoods)	0S0304138749	18-water for griffy 4-22 -24; two 5 gallon water jugs			04/30/2024	04/30/2024	05/10/2024		05/10/2024	67.33
8658 - Kleindorfer's Hardware LLC	779605	18-chicken wire	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024		05/10/2024	12.18
				Account <b>524</b>	20 - Other Su	<b>ipplies</b> Totals	Inv	oice Transactions	2	\$79.51
Account <b>53210 - Telephon</b>										
13969 - AT&T Mobility II, LLC	2872974211320 424	06-cell phone chgs 03/12-04/11/24-Inv. 287297421132X041920 24	Paid by Check # 78355		05/01/2024	05/01/2024	05/01/2024		05/01/2024	111.12
				Account	t <b>53210 - Tele</b>	<b>phone</b> Totals	Inv	oice Transactions	1	\$111.12
Account <b>53510 - Electrical</b>										
223 - Duke Energy	050124- ParksDuke	18- Electrical Charges March/April 2024	Paid by Check # 78361		05/01/2024				05/01/2024	44.76
				Account <b>53510</b>	- Electrical Se	ervices Totals	Inv	oice Transactions	1	\$44.76
Account <b>53920 - Laundry</b> a										
4175 - The Stables Events, LLC (Izzy's Rentals)	20470	18-Wapehani- Restroom Cleaning Services-March 2024	Paid by EFT # 58878		04/30/2024	04/30/2024	05/10/2024		05/10/2024	20.00
				dry and Other ogram 184000				oice Transactions oice Transactions		\$20.00 \$255.39



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 <b>184500 - Youth Services</b> - Account <b>53540 - Natural</b> (										
222 - Indiana Gas Co. INC (CenterPoint	53530485-	18- Natural Gas AJB -	Paid by Check		04/29/2024	04/29/2024	04/20/2024		04/29/2024	86.41
Energy) (Vectren)	041024A	03/06/24-04/04/24	# 78350		04/29/2024	04/29/2024	04/23/2024		04/29/2024	00.41
Energy) (Vection)	01102111	03/00/21 01/01/21	<i>" 10330</i>	Account 5	53540 - Natur	al Gas Totals	Invo	oice Transactions	1	\$86.41
			Program 18	34500 - Youth	Services -Juk	<b>ce Box</b> Totals	Invo	oice Transactions	1	\$86.41
Program 186500 - Community Eve	nts									
Account <b>52420 - Other Su</b>	pplies									
8658 - Kleindorfer's Hardware LLC	779570	18 - Duck Tape	Paid by EFT # 58808			04/30/2024			05/10/2024	17.38
				Account <b>524</b>	20 - Other Su	pplies Totals	Inve	oice Transactions	1	\$17.38
Account <b>53730 - Machine</b>			"							
4175 - The Stables Events, LLC (Izzy's Rentals)	20512	18 - Toilet rental for International Festival	Paid by EFT # 58878		04/30/2024	04/30/2024	05/10/2024		05/10/2024	210.00
		4/28 A	count <b>53730</b> -	Machinery and	d Fauinment I	Rental Totals	Inve	oice Transactions	1	\$210.00
Account <b>53990 - Other Se</b>	rvices and Charg			racinitely and	a Equipment	reciredi rocais	1110	olee Transactions	-	Ψ210.00
458 - Bloomington Symphony Orchestra	1697	18- Performance on	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	2,000.00
		April 7 at Switchyard Park for the eclipse	58720							·
7907 - I Saw A Film Today Oh Boy, INC (The Ryder)	1812PK 041524	18- movie license for Hidden Figures for April 6, 2024	Paid by EFT # 58784		04/30/2024	04/30/2024	05/10/2024		05/10/2024	275.00
9246 - Wade Hodges Van Orman	001	18- 75 Minute	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	500.00
•		Performance at Switchyard Park for Solar Eclipse	58885							
		•	Account 539	990 - Other Se	ervices and Ch	narges Totals	Invo	oice Transactions	3	\$2,775.00
			Prog	gram <b>186500 -</b>	Community I	<b>Events</b> Totals	Invo	oice Transactions	5	\$3,002.38
Program <b>186502 - Community Eve</b> Account <b>52420 - Other Su</b>										
409 - Black Lumber Co. INC	571092	18-green apple spray paint	Paid by EFT # 58711		04/30/2024	04/30/2024	05/10/2024		05/10/2024	7.97
					20 - Other Su		Inve	oice Transactions	1	\$7.97
			Program <b>1865</b>	502 - Commun	nity Events-Ga	ardens Totals	Invo	oice Transactions	1	\$7.97
Program 187001 - Adult Sports-So										
Account <b>52210 - Instituti</b>										
51857 - Flex-Pac, INC	I357145	18- TLSP 2024 Toilet Paper Rolls	Paid by Check # 78370		04/30/2024	04/30/2024	05/10/2024		05/10/2024	98.39
		rapel Kulis		unt <b>52210 - In</b>	stitutional Su	ipplies Totals	Inve	oice Transactions	1	\$98.39
			, (000)			PPILOS IOMIS	T114		-	Ψ50.55



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		Trivoice Description	Status	Tield Reason	Trivoice Date	Due Date	U/L Date	Received Date Tayment Date	TIVOICE AMOUNT
Department 18 - Parks & Recreation Program 187001 - Adult Sports-So Account 52220 - Agricultu	ftball								
4383 - Advanced Turf Solutions, INC	SO1167398	18- 2024 TLSP Ag Supplies- Ranger pro, Escalade, Tuff Mix	Paid by EFT # 58692		04/30/2024	04/30/2024	, ,		655.20
			Acc	ount <b>52220 - A</b>	gricultural Su	<b>pplies</b> Totals	Inve	oice Transactions 1	\$655.20
Account <b>52230 - Garage a</b>									
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL33118	18- 2024 TLSP Kubota Mower Repair Parts- Blade Kit, Clip, Splin	Paid by EFT # 58850		04/30/2024	04/30/2024	, ,	, ,	273.99
			Account 52	2230 - Garage	and Motor Su	<b>pplies</b> Totals	Inv	oice Transactions 1	\$273.99
Account <b>52340 - Other Re</b>	-		5 · · · · · · · · · · · · · · · · · · ·		0.4/0.0/0.00.4	0.4/0.0/0.00.4	05/40/2024	05/40/2024	477.64
8658 - Kleindorfer's Hardware LLC	780679-780680	18-bunge cords, duct tape, pin, markers, foam spray, gloves, saf	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024	05/10/2024	177.64
8658 - Kleindorfer's Hardware LLC	791126	18-sloan washers, sloan O rings	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024		10.45
			Account <b>52340</b>	- Other Repai	rs and Mainte	nance Totals	Inv	oice Transactions 2	\$188.09
Account <b>52430 - Uniforms</b>									
798 - Winters Associates Promotional Products, INC	115288	18- 2024 TLSP/Winslow Site Supervisor Shirts (17)	Paid by EFT # 58894		04/30/2024	04/30/2024	05/10/2024	05/10/2024	230.00
798 - Winters Associates Promotional Products, INC	115287	18- 2024 TLSP/Winslow Maintenance Crew Shirts (24)	Paid by EFT # 58894		04/30/2024	04/30/2024	05/10/2024	05/10/2024	176.18
798 - Winters Associates Promotional Products, INC	115289	18- 2024 TLSP/Winslow FT Staff- Greg/Chris Garments (4)	Paid by EFT # 58894		04/30/2024	04/30/2024	05/10/2024	05/10/2024	90.63
		. ,	Ad	ccount <b>52430 -</b>	<b>Uniforms and</b>	<b>Tools</b> Totals	Inve	oice Transactions 3	\$496.81
Account 53510 - Electrica	l Services								
223 - Duke Energy	050124- ParksDuke	18- Electrical Charges March/April 2024	Paid by Check # 78361		05/01/2024	, ,		, ,	125.25
				Account <b>53510</b>				oice Transactions 1	\$125.25
			Progr	am <b>187001 - A</b>	dult Sports-So	oftball Totals	Inv	oice Transactions 9	\$1,837.73
Program <b>187202 - Youth Sports-W</b> Account <b>52420 - Other Su</b>									
4574 - John Deere Financial f.s.b. (Rural King)	237554	18- 2024 Winslow Tools- Broom, ladder, polymer tips	Paid by Check # 78376		04/30/2024	04/30/2024	05/10/2024	05/10/2024	125.96
		polymor apo		Account <b>52</b> 4	20 - Other Su	<b>pplies</b> Totals	Inv	pice Transactions 1	\$125.96



Vendor Fund 200 - Parks and Recreation Gen (	S1301)	<del></del>							Payment Date	
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Wi	nslow									
Account 52430 - Uniforms	and Tools									
798 - Winters Associates Promotional Products, INC	115288	18- 2024 TLSP/Winslow Site Supervisor Shirts (17)	Paid by EFT # 58894		04/30/2024	04/30/2024	05/10/2024		05/10/2024	43.37
798 - Winters Associates Promotional Products, INC	115287	18- 2024 TLSP/Winslow Maintenance Crew Shirts (24)	Paid by EFT # 58894		04/30/2024	04/30/2024	05/10/2024		05/10/2024	176.18
798 - Winters Associates Promotional Products, INC	115289	18- 2024 TLSP/Winslow FT Staff- Greg/Chris Garments (4)	Paid by EFT # 58894		04/30/2024	04/30/2024	05/10/2024		05/10/2024	75.00
			Acc	count <b>52430 -</b> I	Uniforms and	<b>Tools</b> Totals	Invo	ice Transactions	3	\$294.55
Account 53210 - Telephone	е									
13969 - AT&T Mobility II, LLC	2872974211320 424	06-cell phone chgs 03/12-04/11/24-Inv. 287297421132X041920 24	Paid by Check # 78355		05/01/2024	05/01/2024	05/01/2024		05/01/2024	29.24
				Account	53210 - Telep	phone Totals	Invo	ice Transactions	1	\$29.24
Account 53650 - Other Rep	pairs					'				·
138 - Gooldy & Sons, INC	H 8197	18- Winslow 2024 Ice Machine Startup on Junior Side-4/4/24	Paid by EFT # 58767		04/30/2024	04/30/2024	05/10/2024		05/10/2024	190.00
				Account 536	550 - Other Re	<b>epairs</b> Totals	Invo	ice Transactions	1	\$190.00
			Program	187202 - You	ıth Sports-Wi	<b>nslow</b> Totals	Invo	ice Transactions	6	\$639.75
Program 187500 - Banneker										
Account 53990 - Other Ser	rvices and Charge	es								
6279 - Destiny Easton (I Shine Cleaning, LLC)	6361	18- Banneker Monthly Cleaning Service March 2024	Paid by EFT # 58752		04/30/2024	04/30/2024	05/10/2024		05/10/2024	310.00
			Account 539	990 - Other Se				ice Transactions		\$310.00
				Program	187500 - Ban	neker Totals	Invo	ice Transactions	1	\$310.00
Program <b>188001 - Inclusive Recrea</b> Account <b>53210 - Telephon</b>										
13969 - AT&T Mobility II, LLC	2872974211320 424	06-cell phone chgs 03/12-04/11/24-Inv. 287297421132X041920 24	Paid by Check # 78355		05/01/2024	05/01/2024	05/01/2024		05/01/2024	23.89
				Account	53210 - Teler	phone Totals	Invo	ice Transactions	1	\$23.89



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Da	e Invoice Amount
und 200 - Parks and Recreation Gen	(S1301)								
Department 18 - Parks & Recreation									
Program 189000 - Operations	1.6								
Account <b>52210 - Instituti</b>		10 asmibbing anangas	Daid by EET #		04/20/2024	04/20/2024	05/10/2024	05/10/2024	20.00
313 - Fastenal Company	INBLM234538	18-scrubbing sponges	Paid by EFT # 58758		04/30/2024	04/30/2024	05/10/2024	05/10/2024	38.90
313 - Fastenal Company	INBLM233683	18-gloves, batteries	Paid by EFT # 58758		04/30/2024	04/30/2024	05/10/2024	05/10/2024	106.00
13 - Fastenal Company	INBLM233996	18-bath tissue, bath cleaner, gloves, bags	Paid by EFT # 58758		04/30/2024	04/30/2024	05/10/2024	, ,	374.08
			Acco	unt <b>52210 - In</b>	stitutional Su	pplies Totals	Invo	oice Transactions 3	\$518.98
Account <b>52230 - Garage</b> a			D : 1.1 FFT #		04/20/2024	04/20/2024	05/40/2024	05/10/2024	4 740 25
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL32745	18-OPS Dual Clutch and balls for the Kubota 1250	Paid by EFT # 58850		04/30/2024	04/30/2024	05/10/2024	05/10/2024	1,710.35
			Account 52	230 - Garage	and Motor Su	pplies Totals	Invo	oice Transactions 1	\$1,710.35
Account 52310 - Building	Materials and Su	ıpplies							
5244 - Reed Quarries, INC	24-107	18-OPS Barrier blocks to prevent cars from entering rail trail	Paid by EFT # 58846		04/30/2024	04/30/2024	05/10/2024	05/10/2024	1,600.00
			Account <b>52310</b>	- Building Mai	terials and Su	pplies Totals	Invo	oice Transactions 1	\$1,600.00
Account <b>52340 - Other Re</b>	epairs and Mainte					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		_	Ţ- <b>/</b>
50594 - Barry Company, INC	098248	18-PVC backwater check valve, flush bush, HXH bend	Paid by EFT # 58706		04/30/2024	04/30/2024	05/10/2024	05/10/2024	81.31
8658 - Kleindorfer's Hardware LLC	779786	18-flooring/drywall knife, hook blades	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024	05/10/2024	13.88
8658 - Kleindorfer's Hardware LLC	779845	18-3/4 bonze flange bearing	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024	05/10/2024	9.98
658 - Kleindorfer's Hardware LLC	777550	18-drill bit, bolts, nuts, washers, survey ribbon, wire, bar hol	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024	05/10/2024	32.36
8658 - Kleindorfer's Hardware LLC	780778	18-1 bucket hydraulic cement	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024	05/10/2024	20.99
658 - Kleindorfer's Hardware LLC	778119	18-toggle switch	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024	05/10/2024	10.99
8658 - Kleindorfer's Hardware LLC	779629	18-power grab adhesive for Bryan Park Pool	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024	05/10/2024	22.36
8658 - Kleindorfer's Hardware LLC	779706	18-pruning saw blade	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024	05/10/2024	6.19
8658 - Kleindorfer's Hardware LLC	791275	18-fender washer, eye bolts (two)	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024	05/10/2024	14.92
8658 - Kleindorfer's Hardware LLC	791066	18-6 bags of concrete	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024	05/10/2024	39.00



Vendor Invoice No. Invoice Description Fund 200 - Parks and Recreation Gen (S1301) Department 18 - Parks & Recreation Program 189000 - Operations	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Daymont Date	Traveles America
Department 18 - Parks & Recreation						Neceived Date	rayment bate	Invoice Amount
Program 190000 - Operations								
Account <b>52340 - Other Repairs and Maintenance</b>								
8658 - Kleindorfer's Hardware LLC 779716 18-caulking for Bryan Park Pool	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024		05/10/2024	56.45
6262 - Koenig Equipment, INC P43911 18-weedeater head	Paid by EFT # 58809		04/30/2024	04/30/2024	05/10/2024		05/10/2024	42.99
6262 - Koenig Equipment, INC P43942 18-spring for John Deere	Paid by EFT # 58809		04/30/2024	04/30/2024	05/10/2024		05/10/2024	17.28
4063 - Recreation inSites, LLC 1084 18-OPS Replacement legs for Supernova (playground equipment)	Paid by EFT # 58845		04/30/2024	04/30/2024	05/10/2024		05/10/2024	1,361.00
4443 - The Sherwin Williams Company 1709-7 18-paint supplies for Parks Dept paint and supplies			04/30/2024	04/30/2024	, ,		05/10/2024	996.88
	Account <b>52340</b>	- Other Repair	s and Mainte	nance Totals	Invo	ice Transactions	15	\$2,726.58
Account <b>52420 - Other Supplies</b>								
4574 - John Deere Financial f.s.b. (Rural 161247 18-Dewalt 24 one King) touch box	Paid by Check # 78376		04/30/2024		, ,		05/10/2024	27.99
		Account <b>524</b> 2	20 - Other Su	<b>pplies</b> Totals	Invo	ice Transactions	1	\$27.99
Account <b>53210 - Telephone</b>								
13969 - AT&T Mobility II, LLC 2872974211320 06-cell phone chgs 424 03/12-04/11/24-Inv. 287297421132X041920 24	Paid by Check # 78355		05/01/2024	05/01/2024	05/01/2024		05/01/2024	274.88
		Account	53210 - Teleր	<b>phone</b> Totals	Invo	ice Transactions	1	\$274.88
Account <b>53510 - Electrical Services</b>								
223 - Duke Energy 050124- 18- Electrical Charges ParksDuke March/April 2024	Paid by Check # 78361		, ,	05/01/2024	05/01/2024		05/01/2024	1,240.89
	А	Account <b>53510</b> -	Electrical Se	rvices Totals	Invo	ice Transactions	1	\$1,240.89
Account <b>53540 - Natural Gas</b>								
222 - Indiana Gas Co. INC (CenterPoint 55189474- 18- Natural Gas OPS Energy) (Vectren) 041024A SYP Maintenance 03/06/24-04/04/24	Paid by Check # 78350		04/29/2024	04/29/2024	04/29/2024		04/29/2024	192.65
55/66/21 61/61/21		Account 5	3540 - Natura	al Gas Totals	Invo	ice Transactions	1	\$192.65
Account 53610 - Building Repairs								
7232 - Oscar's Contracting INC  SYP-4.19.2024  18- OPS new gutters installed-Switchyard	Paid by EFT # 58833		04/30/2024	04/30/2024	05/10/2024		05/10/2024	4,990.00
Maint. building		Account <b>53610</b>	- Building Pa	anaire Totals	Invo	ice Transactions	1	\$4,990.00



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Fund <b>200 - Parks and Recreation Gen</b>	(S1301)									
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account <b>53650 - Other Re</b>	-									
1537 - Indiana Door & Hardware Specialties, INC	1824AA	18-OPS Fixing deadbolt on Lower Cascades	Paid by Check # 78372		04/30/2024	04/30/2024	05/10/2024		05/10/2024	146.99
		plygrnd restroom		Account <b>53</b>	650 - Other R	<b>epairs</b> Totals	Inv	oice Transactions	1	\$146.99
Account 53920 - Laundry	and Other Sanit	tation Services								
1175 - The Stables Events, LLC (Izzy's Rentals)	20471	18-Year-round pumping/cleaning (8) port-a-let units April 2024	Paid by EFT # 58878		04/30/2024	04/30/2024	05/10/2024		05/10/2024	740.00
4175 - The Stables Events, LLC (Izzy's Rentals)	20472	18-port-a-let rental/picked up - RCA Park-4/1-4/9/24	Paid by EFT # 58878		04/30/2024	04/30/2024	05/10/2024		05/10/2024	33.75
			53920 - Laund	dry and Other	Sanitation Se	rvices Totals	Inv	oice Transactions	2	\$773.75
Account <b>53990 - Other Se</b>	ervices and Char	ges		•						
99 - Monroe County Government	RCASHELTR- 5.2024	06-RCA Shelter Building Permit Fee	Paid by Check # 78362		05/01/2024	05/01/2024	05/01/2024		05/01/2024	483.73
	51202 1	T GITTILE T CC		990 - Other Se	ervices and Ch	arges Totals	Inv	oice Transactions	1	\$483.73
				Program 1	89000 - Opera	ations Totals	Inv	oice Transactions	29	\$14,686.79
Program 189006 - Switchyard Proj	perty									
Account <b>52210 - Instituti</b>	onal Supplies									
1857 - Flex-Pac, INC	I355900-04	18- SYP First Aid Supplies; hand sanitizer, gauze, band aids	Paid by Check # 78370		04/30/2024	04/30/2024	05/10/2024		05/10/2024	21.41
1857 - Flex-Pac, INC	I357782	18 SYP Institutional Supplies; bathroom cleaner, urinal screen,	Paid by Check # 78370		04/30/2024	04/30/2024	05/10/2024		05/10/2024	324.54
			Acco	unt <b>52210 - In</b>	stitutional Su	<b>pplies</b> Totals	Inv	oice Transactions	2	\$345.95
Account 52310 - Building	Materials and S	Supplies								
8658 - Kleindorfer's Hardware LLC	779846	18-SYP paper key tags, wrist coil ring holder, cable ties, key I	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024		05/10/2024	21.77
8658 - Kleindorfer's Hardware LLC	779680	18- SYP hardware for hvac enclosure gate- latch, bolts	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024		05/10/2024	25.77
			Account <b>52310</b>	- Building Ma	terials and Su	<b>pplies</b> Totals	Inv	oice Transactions	2	\$47.54
Account 53540 - Natural	Gas									
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	56043968- 041024A	18- Natural Gas SYP Pav 03/06/24-04/04/24	Paid by Check # 78350		04/29/2024	04/29/2024	04/29/2024		04/29/2024	215.89



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen	(S1301)									
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Prop										
Account <b>53610 - Building</b>	-									
392 - Koorsen Fire & Security, INC	IN00640695	18- SYP Annual Emergency Exit Light Test	Paid by EFT # 58810		04/30/2024	04/30/2024	05/10/2024		05/10/2024	268.70
				Account <b>5361</b>	0 - Building R	<b>epairs</b> Totals	Invo	oice Transactions	1	\$268.70
Account 53920 - Laundry	and Other Sanita	tion Services								
53657 - Plymate, INC	3253882	18- SYP Vestibule Rug Service 4/17/24	Paid by EFT # 58842			04/30/2024	. ,		05/10/2024	114.33
			53920 - Laun	dry and Other	Sanitation Se	rvices Totals	Invo	oice Transactions	1	\$114.33
Account <b>53990 - Other Se</b>	J									
421 - Centerstone Of Indiana, INC	Park324	18- SYP Centerstone March 2024	Paid by EFT # 58729		04/30/2024	04/30/2024	05/10/2024		05/10/2024	4,537.46
			Account 53	990 - Other Se	ervices and Ch	narges Totals	Invo	oice Transactions	1	\$4,537.46
			Progr	am <b>189006 - S</b>	witchyard Pro	<b>operty</b> Totals	Invo	oice Transactions	8	\$5,529.87
Program <b>189500 - Urban Greenspa</b> Account <b>52420 - Other Su</b>										
8658 - Kleindorfer's Hardware LLC	778939	18-marking flags	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024		05/10/2024	26.98
				Account <b>524</b>	20 - Other Su	pplies Totals	Invo	oice Transactions	1	\$26.98
Account <b>53130 - Medical</b>										
231 - IU Health OCC Health Services	00157010-00	18-UGS Hep B vaccines second dose - E.Maddy-4/10/24	Paid by EFT # 58796		04/30/2024	04/30/2024	05/10/2024		05/10/2024	90.00
231 - IU Health OCC Health Services	00157011-00	18-UGS Hep B vaccines second dose - S. Minshall-4/10/24	Paid by EFT # 58796		04/30/2024	04/30/2024	05/10/2024		05/10/2024	90.00
		1-1111311dii 1/10/21		Acco	unt <b>53130 - M</b>	edical Totals	Invo	oice Transactions	2	\$180.00
Account 53210 - Telephor	ne								_	Ψ======
13969 - AT&T Mobility II, LLC		06-cell phone chgs 03/12-04/11/24-Inv. 287297421132X041920	Paid by Check # 78355		05/01/2024	05/01/2024	05/01/2024		05/01/2024	206.20
		24		Account	53210 - Tele	nhone Totals	Inve	oice Transactions	1	\$206,20
			Dro	gram <b>189500</b> ·				pice Transactions	=	\$413.18
			110	grain <b>10</b> 5500	J. Dan Green	ispace rotals	11100	ACC Transactions	•	ψ 115.10



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Fund 200 - Parks and Recreation Gen (	S1301)									
Department 18 - Parks & Recreation										
Program <b>189501 - Cemeteries</b>										
Account <b>52420 - Other Su</b>										
8658 - Kleindorfer's Hardware LLC	778791	18-two fire extinguishers, flag tape, sand bags	Paid by EFT # 58808	Account F24	04/30/2024	04/30/2024			05/10/2024	71.26
Account <b>53210 - Telephon</b>	•			ACCOUNT <b>324</b>	20 - Other Su	ipplies Totals	1110	oice Transactions	) I	\$71.26
13969 - AT&T Mobility II, LLC		06-cell phone chgs 03/12-04/11/24-Inv. 287297421132X041920 24	Paid by Check # 78355		05/01/2024	05/01/2024	05/01/2024	ı	05/01/2024	40.94
				Account	53210 - Tele	<b>phone</b> Totals	Inv	oice Transactions	: 1	\$40.94
Account 53510 - Electrical										
223 - Duke Energy	050124- ParksDuke	18- Electrical Charges March/April 2024	Paid by Check # 78361		05/01/2024	05/01/2024	05/01/2024	ł	05/01/2024	133.81
			A	Account <b>53510</b>	<ul> <li>Electrical Se</li> </ul>	ervices Totals	Inv	oice Transactions	: 1	\$133.81
				Program 1	89501 - Ceme	eteries Totals	Inv	oice Transactions	3	\$246.01
Program <b>189503 - Urban Forestry</b>										
Account <b>52420 - Other Su</b>	•									
8658 - Kleindorfer's Hardware LLC	780499	18-marking paint	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024	ł	05/10/2024	18.00
8658 - Kleindorfer's Hardware LLC	791277	18-2 14" belt cutters	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024	ŀ	05/10/2024	44.38
				Account <b>524</b>	20 - Other Su	<b>pplies</b> Totals	Inv	oice Transactions	2	\$62.38
Account 53210 - Telephon										
13969 - AT&T Mobility II, LLC	2872974211320 424	06-cell phone chgs 03/12-04/11/24-Inv. 287297421132X041920 24	Paid by Check # 78355		05/01/2024	05/01/2024	05/01/2024	ļ	05/01/2024	199.60
				Account	53210 - Tele	<b>phone</b> Totals	Inv	oice Transactions	: 1	\$199.60
Account 53990 - Other Ser	vices and Charg	es			,					
3735 - Bluestone Tree, INC.	14364	18-UF-Service Agree for hazard tree mitigation-111 N. Lincoln St	Paid by EFT # 58721		04/30/2024	04/30/2024	05/10/2024	ŀ	05/10/2024	2,260.00
			Account 53	990 - Other Se			Inv	oice Transactions	1	\$2,260.00
				-	03 - Urban Fo	-		oice Transactions		\$2,521.98
				epartment 18 -				oice Transactions		\$147,239.02
			Fund <b>200 - P</b>	arks and Recr	eation Gen (S	<b>1301)</b> Totals	Inv	oice Transactions	117	\$147,239.02



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 Revert Department 18 - Parks & Recreation	_									
Program <b>181001 - Health &amp; Welln</b>										
Account <b>52420 - Other S</b>										
4549 - Kroger Limited Partnership I	046134	18 - foo for Girl Scout Cooking Demonstration			04/30/2024	04/30/2024	05/10/2024		05/10/2024	41.50
					20 - Other Su			oice Transactions	_	\$41.50
Dunario 102500 Calf Carriage			Pro	gram <b>181001</b>	- Health & We	ellness Totals	Invo	pice Transactions	1	\$41.50
Program <b>183500 - Golf Services</b> Account <b>52330 - Street</b> ,	Allow and Sower	: Material								
4072 - Acushnet Company	917878562	18-six golf hats	Paid by Check		04/30/2024	04/30/2024	05/10/2024		05/10/2024	132.30
1072 Acustifice company	317070302	10 3ix goil flats	# 78363		0 1/30/2021	0 1/30/2021	03/10/2021		03/10/2021	132.30
205 - City Of Bloomington	360071	18 - Cascades Best	Paid by Check		04/30/2024	04/30/2024	05/10/2024		05/10/2024	546.00
8155 - PepsiCo Beverage Sales, LLC	32123205	Beers - 4-19-24 18-Cascades Snack Bar - 4-22-24	# 78367 Paid by EFT # 58840		04/30/2024	04/30/2024	05/10/2024		05/10/2024	332.82
5819 - Synchrony Bank	7376 041624	18-Snack bar items - Cascades Golf Course 4	Paid by Check		04/30/2024	04/30/2024	05/10/2024		05/10/2024	96.48
5819 - Synchrony Bank	4421	-16-2024 18-Snack bar items - Cascades Golf Course 4	Paid by Check # 78385		04/30/2024	04/30/2024	05/10/2024		05/10/2024	167.65
5819 - Synchrony Bank	8247	-17-24 18-Snack bar items - Cascades Golf Course 04-19-24	Paid by Check # 78385		04/30/2024	04/30/2024	05/10/2024		05/10/2024	208.96
5819 - Synchrony Bank	0267	18-Snack bar items - Cascades Golf Course 4 -25-24	Paid by Check # 78385		04/30/2024	04/30/2024	05/10/2024		05/10/2024	312.80
21145 - Sysco USA III, LLC	338962926	18 - Cascades Hotdogs, Hamburgers, Chicken Salad, Cups	Paid by EFT # 58870		04/30/2024	04/30/2024	05/10/2024		05/10/2024	836.04
			count <b>52330 -</b> \$	Street , Alley,	and Sewer Ma	aterial Totals	Invo	oice Transactions	8	\$2,633.05
				Program 183	3500 - Golf Se	rvices Totals	Invo	oice Transactions	8	\$2,633.05
Program 183501 - Golf Course - P										
Account <b>52330 - Street</b> ,			5		0.4/0.0/0.00.4	0.4/20/2024	05/40/2024		05/10/2024	120.50
4072 - Acushnet Company	917777715	18-golf wedge	Paid by Check # 78363		04/30/2024	04/30/2024	05/10/2024		05/10/2024	138.69
4072 - Acushnet Company	917778174	18-golf shoes (3 pairs)	Paid by Check # 78363		04/30/2024	04/30/2024	05/10/2024		05/10/2024	265.21
4072 - Acushnet Company	917830142	18-six bucket hats	Paid by Check # 78363		04/30/2024	04/30/2024	05/10/2024		05/10/2024	132.30
		Ac	count <b>52330 -</b> \$				Invo	oice Transactions	3	\$536.20
			Program	183501 - Go	f Course - Pro	Shop Totals	Invo	oice Transactions	3	\$536.20



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Fund 201 - Parks and Rec Non Revertin	ıg									
Department 18 - Parks & Recreation										
Program 184000 - Natural Resource										
Account <b>43270 - Registrat</b>		10.0 (	5		0.4/20/2004	0.4 (0.0 (0.0 0.4	05/40/2024		05/10/2024	24.00
Carrie Albright	2024-00000874	18-Refunds	Paid by Check # 78389		04/30/2024	04/30/2024	05/10/2024		05/10/2024	24.00
Heidi Dowding	2024-00000875	18-Refunds	Paid by Check		04/30/2024	04/30/2024	05/10/2024		05/10/2024	36.00
ricial borraing	2021 00000075	10 Refunds	# 78390		0 1/30/2021	0 1,00,202 1	05/10/2021		05/10/2021	30.00
				Account <b>43270</b>	- Registration	<b>rees</b> Totals	Inv	oice Transactions	2	\$60.00
			Pro	ogram <b>184000</b> -	Natural Reso	ources Totals	Inv	oice Transactions	2	\$60.00
Program 184501 - Youth Services-K	(id City Camps									
Account 53990 - Other Ser	vices and Charge	es								
6158 - RLR Associates, INC	2024-036	18-Kid City 2024 logo	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	437.50
		design third phase	58851			<b>-</b>				±427 F0
				1 Youth Court		_		oice Transactions	_	\$437.50
Program 184502 - Youth Expo- Chil	drone Evno	۲	rogram <b>18450</b>	1 - Youth Servi	ices-kid City C	amps rotals	TUV	oice Transactions	1	\$437.50
Account <b>43270 - Registrat</b>	-									
Monroe County Parks & Recreation/Karst		19-Dofunds	Paid by Check		04/30/2024	04/30/2024	05/10/2024		05/10/2024	10.00
Day Camp	2024-00000000	10-Neiulius	# 78392		04/30/2024	07/30/2027	03/10/2027		03/10/2024	10.00
say camp				Account <b>43270</b>	- Registration	<b>r Fees</b> Totals	Inv	oice Transactions	1	\$10.00
				502 - Youth Ex	_		Inv	oice Transactions	1	\$10.00
Program 185000 - Twin Lakes Recre	eation Center									
Account <b>52210 - Institutio</b>										
7663 - HB Warehouse LLC (Resource	16765	18-paper towels	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	170.52
Services)			58776							
7663 - HB Warehouse LLC (Resource	16828	18-floor cleaner	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	131.46
Services) 7663 - HB Warehouse LLC (Resource	13405	18-toilet bowl cleaner,	58776 Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	150.40
Services)	13 103	air freshener, foaming	58776		0 1/30/2021	0 1/30/2021	03/10/2021		03/10/2021	130.10
,		cleaner, floor								
8672 - Jon-Don, LLC	2696693	18 - TLRC Industrial	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	163.29
		Maint Supplies; pad	58802							
E010 Comphysion Pouls	0647 042024	driver, polishing pads,	Daid by Chade		04/20/2024	04/20/2024	05/10/2024		05/10/2024	00.76
5819 - Synchrony Bank	8647 043024	18-hand sanitizer	Paid by Check # 78385		04/30/2024	04/30/2024	05/10/2024		05/10/2024	89.76
				ount <b>52210 - In</b>	stitutional Su	pplies Totals	Inv	oice Transactions	5	\$705.43
Account 52310 - Building I	Materials and Su	pplies				pp				4
8658 - Kleindorfer's Hardware LLC	780651	18-materials to install	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	39.98
		directional signs at	58808			•				
		TLRC								
8658 - Kleindorfer's Hardware LLC	780657	18-TLRC - One Box tek			04/30/2024	04/30/2024	05/10/2024		05/10/2024	27.29
		screws	58808							



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Fund 201 - Parks and Rec Non Revertin	g									
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recre										
Account <b>52310 - Building N</b>		ıpplies								
8658 - Kleindorfer's Hardware LLC	779913	18-brafces, 1 box screws, brushes	Paid by EFT # 58808		04/30/2024	04/30/2024			05/10/2024	35.91
Account <b>52420 - Other Sup</b>	nlies		Account <b>52310</b>	- Building Ma	terials and Su	<b>pplies</b> Totals	Inv	oice Transactions	3	\$103.18
4574 - John Deere Financial f.s.b. (Rural	194399	18 - TLRC Rubber	Paid by Check		04/30/2024	04/30/2024	05/10/2024	L	05/10/2024	99.95
King)	151555	Matting for Gym Floor Tables	# 78376		0 1/30/2021	0 1/30/2021	03/10/2021		03/10/2021	33.33
				Account <b>524</b>	20 - Other Su	<b>pplies</b> Totals	Inv	oice Transactions	1	\$99.95
Account 53610 - Building R	Repairs									
298 - Commercial Service Of Bloomington, INC	S266488	18 - TLRC Plumbing Fixture Replacements-			04/30/2024	04/30/2024	05/10/2024	ł	05/10/2024	705.75
53657 - Plymate, INC	3255482	upstairs shower-4/5/24 18 - TLRC Entry Mats 4 -24-24			04/30/2024	04/30/2024	05/10/2024	ŀ	05/10/2024	82.38
		2121	300 12	Account <b>5361</b>	0 - Building R	<b>epairs</b> Totals	Inv	oice Transactions	2	\$788.13
Account 53910 - Dues and	Subscriptions				3					,
454 - DirecTV, LLC	075619410X24 0422	18-satellite service for TLRC-4/21-05/20/24	Paid by Check # 78359		05/01/2024	05/01/2024	05/01/2024	+	05/01/2024	245.98
	0722	1LRC-4/21-03/20/24		t <b>53910 - Due</b>	s and Subscri	ntions Totals	Inv	oice Transactions	1	\$245.98
Account <b>54310 - Improven</b>	ents Other Tha	n Building	7100001		o arra oabour,	peroris roccio	2117	orce frambactions	-	φ2 13130
8871 - Jack Laurie Floors, LLC	18611	18 - TLRC Wood Floors Screen & Recoat	Paid by EFT # 58799		04/30/2024	04/30/2024	05/10/2024	+	05/10/2024	20,830.00
			ount <b>54310 - In</b>	nprovements (	Other Than Bu	ilding Totals	Inv	oice Transactions	1	\$20,830.00
			Program <b>18500</b>				Inv	oice Transactions	13	\$22,772.67
Program 185002 - TLRC-Health & W	ellness									
Account <b>53940 - Temporar</b>	y Contractual E	mployee								
6161 - Morgan Ashley Banks	042524	18-TLRC Fitness Specialist	Paid by EFT # 58705		04/30/2024	04/30/2024	05/10/2024	1	05/10/2024	125.00
8271 - Morgan Brummett	041824	18-TLRC Fitness Specialist	Paid by EFT # 58723		04/30/2024	04/30/2024	05/10/2024	ŀ	05/10/2024	60.00
8271 - Morgan Brummett	042524	18-TLRC Fitness Specialist	Paid by EFT # 58723		04/30/2024	04/30/2024	05/10/2024	+	05/10/2024	125.00
7276 - Kaitlyn Clementi	042424	18-TLRC Fitness Specialist	Paid by EFT # 58735		04/30/2024	04/30/2024	05/10/2024	+	05/10/2024	90.00
8370 - Alice M Day	040924	18-TLRC Fitness	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024	ł	05/10/2024	31.25
13007 - Valeria A Decastro	042624	Specialist 18-TLRC Fitness Specialist	58745 Paid by EFT #		04/30/2024	04/30/2024	05/10/2024	ł	05/10/2024	105.00
8399 - Gustavus Alexus McLeod	040924	Specialist 18-TLRC Fitness	58746 Paid by EFT #		04/30/2024	04/30/2024	05/10/2024	l	05/10/2024	31.25



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Fund 201 - Parks and Rec Non Revert	ting	'								
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health &										
Account 53940 - Tempor	ary Contractual E	mployee								
9212 - Siddhartha T McLeod	040424	18-TLRC Fitness Specialist	Paid by EFT # 58818		04/30/2024	04/30/2024			05/10/2024	31.25
9212 - Siddhartha T McLeod	041124	18-TLRC Fitness Specialist	Paid by EFT # 58818		04/30/2024	04/30/2024	05/10/2024		05/10/2024	31.25
8894 - Matthew Thomas Moon	042524	18-TLRC Fitness Specialist	Paid by EFT # 58824		04/30/2024	04/30/2024	05/10/2024		05/10/2024	150.00
1973 - Megan M Stark	042624	18-TLRC Fitness Specialist	Paid by EFT # 58868		04/30/2024	04/30/2024	05/10/2024		05/10/2024	660.00
8184 - Emily E Tally	042524	18-TLRC Fitness Specialist	Paid by EFT # 58871		04/30/2024	04/30/2024	05/10/2024		05/10/2024	62.50
9222 - Skyler Wildfong	042424	18-TLRC Fitness Specialist	Paid by EFT # 58892		04/30/2024	04/30/2024	05/10/2024		05/10/2024	62.50
			ccount <b>53940</b> -	Temporary Co	ntractual Emp	loyee Totals	Inv	oice Transactions	13	\$1,565.00
			Program :	185002 - TLRC	C-Health & We	Ilness Totals	Inv	oice Transactions	13	\$1,565.00
Program 185006 - TLRC-Concessi	ons									
Account 52330 - Street,	Alley, and Sewer	Material								
5819 - Synchrony Bank	8648	18 - TLRC Concessions Items for Sale 4-30-24			04/30/2024	04/30/2024	05/10/2024		05/10/2024	220.70
		A	ccount <b>52330 -</b>	Street , Alley,	and Sewer Ma	aterial Totals	Inv	oice Transactions	1	\$220.70
			Pro	ogram <b>185006</b>	- TLRC-Conces	ssions Totals	Inv	oice Transactions	1	\$220.70
Program <b>186500 - Community Eve</b> Account <b>52420 - Other S</b>										
8658 - Kleindorfer's Hardware LLC	791120	18 - Painter's tape, mineral spirits, paint brushes	Paid by EFT # 58808		04/30/2024	04/30/2024	05/10/2024		05/10/2024	83.58
		5.45.165		Account <b>524</b>	20 - Other Su	<b>pplies</b> Totals	Inv	oice Transactions	1	\$83.58
Account 53310 - Printing	1									
7815 - A&M Graphics (Baugh Fine Print a Mailing)	and 42474	18-50+Expo promo brochure #1,200	Paid by EFT # 58690		04/30/2024	04/30/2024	05/10/2024		05/10/2024	366.00
3,		, , , ,		Acco	unt <b>53310 - Pr</b>	inting Totals	Inv	oice Transactions	1	\$366.00
			Pro	gram <b>186500 -</b>	Community E	vents Totals	Inv	oice Transactions	2	\$449.58
Program <b>186502 - Community Eve</b> Account <b>52420 - Other S</b>				-	•					·
11589 - Bloomington Cooperative Service (Bloomingfoods)		supplies-paper towels,	Paid by EFT # 58716		04/30/2024	04/30/2024	05/10/2024		05/10/2024	29.28
		half & half		Account E34	120 - Othor C	nnline Tatala	T	oice Transactions	1	¢20.20
			Program <b>186</b>	Account <b>524</b> <b>502 - Commur</b>	l20 - Other Su nity Events-Ga			oice Transactions oice Transactions		\$29.28 \$29.28



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 Revertin	ng									
Department 18 - Parks & Recreation Program 186503 - Community Ever	ste-Earmore' M	arkot								
Account <b>47230 - Gift Certi</b>		arket								
4360 - Earth Song Farm, LLC	3553	18-Market Bucks and	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	170.00
		Gift Certificates	58751		. ,		, ,			
12527 - Hoosier Honey	3561	18-Market Bucks and	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	20.00
8923 - Sara McGaha	3562	Gift Certificates 18-Market Bucks and	58780 Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	80.00
325 Sara Medana	3302	Gift Certificates	58816		0 1/30/2021	0 1/ 30/ 202 1	03/10/2021		03/10/2021	00.00
3981 - Eric Schedler (Muddy Fork Farm &	3552	18-Market Bucks and	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	20.00
Bakery, LLC)	2556	Gift Certificates	58857		04/20/2024	04/20/2024	05/10/2024		05/10/2024	170.00
6623 - Twilight Dairy, LLC	3556	18-Market Bucks and Gift Certificates	Paid by EFT # 58883		04/30/2024	04/30/2024	05/10/2024		05/10/2024	170.00
		one certificates	30003	Account 472	230 - Gift Cert	ificate Totals	Invo	oice Transactions	5	\$460.00
Account 47240 - EBT Mark	et Bucks									
9145 - Mehmet Akgun (Sofra Bakery)	3563	18-Market Bucks	Paid by EFT # 58693		04/30/2024	04/30/2024	05/10/2024		05/10/2024	27.00
8361 - Blooming Shrooms, LLC	3557	18-Market Bucks	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	15.00
3			58713		. , ,	, ,	, . ,		, -,	
4360 - Earth Song Farm, LLC	3553	18-Market Bucks and Gift Certificates	Paid by EFT # 58751		04/30/2024	04/30/2024	05/10/2024		05/10/2024	75.00
3898 - Freedom Valley Farm, LLC	3555	18-Market Bucks	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	39.00
			58762							
8136 - Amanda Hand (MKONO Farm)	3560	18-Market Bucks	Paid by EFT # 58770		04/30/2024	04/30/2024	05/10/2024		05/10/2024	39.00
12527 - Hoosier Honey	3561	18-Market Bucks and	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	72.00
F227C Humborle Henov Ferre	3550	Gift Certificates	58780		04/20/2024	04/20/2024	05/10/2024		05/10/2024	F7.00
52276 - Hunter's Honey Farm	3559	18-Market Bucks	Paid by EFT # 58783		04/30/2024	04/30/2024	05/10/2024		05/10/2024	57.00
8923 - Sara McGaha	3562	18-Market Bucks and	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	21.00
		Gift Certificates	58816							
5550 - Rajarajeswari Muthukrishnan	3554	18-Market Bucks	Paid by EFT # 58826		04/30/2024	04/30/2024	05/10/2024		05/10/2024	18.00
12409 - Jeffrey A Padgett	3558	18-Market Bucks	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	60.00
11.05 55 6, 7 dagett		20 1 14.1100 2401.0	58834		0 ., 0 0, 2 0 2 .	0 1,00, 202 1	00, 10, 202 :		33, 13, 232 .	00.00
3981 - Eric Schedler (Muddy Fork Farm &	3552	18-Market Bucks and	Paid by EFT #		04/30/2024	04/30/2024	05/10/2024		05/10/2024	24.00
Bakery, LLC)	2556	Gift Certificates	58857		04/20/2024	04/20/2024	05/10/2024		05/10/2024	01.00
6623 - Twilight Dairy, LLC	3556	18-Market Bucks and Gift Certificates	Paid by EFT # 58883		04/30/2024	04/30/2024	05/10/2024		05/10/2024	81.00
		C Cordinates		Account <b>47240</b>	- EBT Market	<b>Bucks</b> Totals	Invo	oice Transactions	12	\$528.00



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 Revert	_									
Department 18 - Parks & Recreation										
Program 186503 - Community Eve		rket								
Account <b>53210 - Telepho</b>										
13969 - AT&T Mobility II, LLC	287297421132 424	0 06-cell phone chgs 03/12-04/11/24-Inv. 287297421132X041920 24	Paid by Check # 78355 )		05/01/2024	05/01/2024	05/01/2024		05/01/2024	70.18
				Account	53210 - Tele	<b>phone</b> Totals	Inv	oice Transactions	1	\$70.18
Account <b>53990 - Other S</b>										
9274 - Jesse Beals	000001	18- Farmers' Market Entertainment 4-20- 2024	Paid by EFT # 58710		04/30/2024	04/30/2024	05/10/2024		05/10/2024	150.00
9273 - Joseph Friedman	1	18 -FM Entertainment- 1.5 hours- 4/13/24	Paid by EFT # 58763		04/30/2024	04/30/2024	05/10/2024		05/10/2024	150.00
8211 - Nicholas J Hall	00018	18- Farmers' Market Entertainment 4-27-24	Paid by EFT # 58769		04/30/2024	04/30/2024	05/10/2024		05/10/2024	100.00
			Account 53	990 - Other Se	ervices and Ch	narges Totals	Inv	oice Transactions	3	\$400.00
		Progra	m <b>186503 - Co</b>	mmunity Ever	nts-Farmers' M	<b>larket</b> Totals	Inv	oice Transactions	21	\$1,458.18
Program 187001 - Adult Sports-Se										
Account 53940 - Tempor	,	mployee								
20105 - Brandon B Chambers	042124	18-Adult Softball Umpire	Paid by EFT # 58732		04/30/2024	04/30/2024	05/10/2024		05/10/2024	150.00
17565 - Michael B Hicks (Contractual)	042124	18-Adult Softball Umpire	Paid by EFT # 58777		04/30/2024	04/30/2024	05/10/2024		05/10/2024	325.00
7758 - Timothy R Louis	041824	18-Adult Softball Umpire	Paid by EFT # 58812		04/30/2024	04/30/2024	05/10/2024		05/10/2024	225.00
557 - Vicki Lynn Minder	042124	18-Adult Softball Umpire	Paid by EFT # 58821		04/30/2024	04/30/2024	05/10/2024		05/10/2024	475.00
6526 - Craig T Sparks	041824	18-Adult Softball Umpire	Paid by EFT # 58864		04/30/2024	04/30/2024	05/10/2024		05/10/2024	75.00
6470 - Adriann Nicole Wilson	041624	18-Adult Softball Umpire	Paid by EFT # 58893		04/30/2024	04/30/2024	05/10/2024		05/10/2024	150.00
			ccount <b>53940 -</b>	<b>Temporary Co</b>	ntractual Emp	oloyee Totals	Inv	oice Transactions	6	\$1,400.00
			Progra	am <b>187001 - A</b>	dult Sports-So	oftball Totals	Inv	oice Transactions	6	\$1,400.00
Program <b>189503 - Urban Forestry</b> Account <b>52420 - Other S</b>										
818 - Everywhere Signs, LLC	61624	18- UF Memorial Tree Plaques (6)	Paid by EFT # 58756		04/30/2024	04/30/2024	05/10/2024		05/10/2024	2,860.00
		, , ,		Account <b>524</b>	20 - Other Su	<b>pplies</b> Totals	Inv	oice Transactions	1	\$2,860.00
				Program 1895	03 - Urban Fo	restry Totals	Inv	oice Transactions	1	\$2,860.00
			D	epartment 18 -	Parks & Recre	eation Totals	Inv	oice Transactions	74	\$34,473.66
			Fund 2	01 - Parks and	Rec Non Rev	<b>erting</b> Totals	Inv	oice Transactions	74	\$34,473.66



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>977 - Parks 2016 GO Bo</b>	nd Proceeds	·						'		
Department 18 - Parks & Rec	creation									
Program <b>18016D - 2016 D</b>	Lower Cascades									
Account <b>54510</b> -	Other Capital Outlays									
1537 - Indiana Door & Hardware	e 1824AA	18-OPS Fixing deadbolt	Paid by Chec	k	04/30/2024	04/30/2024	05/10/2024	+	05/10/2024	28.01
Specialties, INC		on Lower Cascades	# 78372							
		plygrnd restroom								
				count <b>54510 - O</b> t				oice Transactions		\$28.01
				n <b>18016D - 201</b> 6				oice Transactions		\$28.01
				Department 18 -	Parks & Recre	<b>eation</b> Totals	Inv	oice Transactions	1	\$28.01
			Fund 9	77 - Parks 2016	GO Bond Pro	ceeds Totals	Inv	oice Transactions	1	\$28.01
Fund 980 - 2018 Bicentennial	Bnd Prcd900030									
Department 18 - Parks & Rec	creation									
Program 18018B - Griffy L	oop Trail Lower Cascades	5								
Account <b>54510 -</b> 6	Other Capital Outlays									
7973 - Spectrum, LLC	13074	18-BOARD Retainage	Paid by EFT	#	04/30/2024	04/30/2024	05/10/2024	+	05/10/2024	10,531.25
		for Spectrum Griffy	58865							
		Loop Project		. = 4 = 4 0 0			-			±10 F21 2F
		D		count <b>54510 - O</b> t				oice Transactions		\$10,531.25
Dunguage 19019C Fresh M	Invest Trans Alley Enhan		gram <b>18018B</b>	- Griffy Loop Ti	rali Lower Cas	cades rotals	Inv	oice Transactions	1	\$10,531.25
Program 18018C - Enrty W		С								
	Other Capital Outlays	10 UE To Di	Daild by FET	ш	04/20/2024	04/20/2024	05/10/2024		05/10/2024	20,600,00
6363 - Goodmark Nurseries, LLC	ARINV-005867	18- UF - Tree Planting Stock (94)	Paid by EFT 58766	#	04/30/2024	04/30/2024	05/10/2024	•	05/10/2024	20,680.00
3444 - Rundell Ernstberger Asso	ciates, INC 2022-1663-16	18-Bicentennial	Paid by EFT	#	04/30/2024	04/30/2024	05/10/2024	L	05/10/2024	2,619.00
5111 Runden Emstberger Associ	ciates, 114C 2022 1005 10	Gateway Project -	58855	Tr.	0 1/30/2021	0 1/30/2021	05/10/2021		05/10/2021	2,013.00
		Phase 1-services thru								
		2/29/24								
		18-Bicentennial	Paid by EFT	#	04/30/2024	04/30/2024	05/10/2024	ļ	05/10/2024	11,281.00
3444 - Rundell Ernstberger Associ	ciates, INC 2022-1663-17	10-DICETILETITIAL								
3444 - Rundell Ernstberger Asso	ciates, INC 2022-1663-17	Gateway Project -	58855							
3444 - Rundell Ernstberger Asso	ciates, INC 2022-1663-17	Gateway Project - Phase 1-services thru								
3444 - Rundell Ernstberger Asso	ciates, INC 2022-1663-17	Gateway Project -	58855	t F4F40 Ot	than Camital O	uitlavia Tatala	Im	oice Tuenes skiens		¢24 F90 00
3444 - Rundell Ernstberger Asso	ciates, INC 2022-1663-17	Gateway Project - Phase 1-services thru 3/31/24	58855 Acc	count <b>54510 - O</b> t				oice Transactions		\$34,580.00
3444 - Rundell Ernstberger Asso	ciates, INC 2022-1663-17	Gateway Project - Phase 1-services thru 3/31/24	58855 Acc	- Enrty Ways St	Trees Alley E	<b>nhanc</b> Totals	Inv	oice Transactions	3	\$34,580.00
3444 - Rundell Ernstberger Asso	ciates, INC 2022-1663-17	Gateway Project - Phase 1-services thru 3/31/24	Acoram <b>18018C</b>	- Enrty Ways St Department 18 -	Trees Alley E Parks & Recre	nhanc Totals eation Totals	Inv	oice Transactions oice Transactions	3 4	\$34,580.00 \$45,111.25
3444 - Rundell Ernstberger Asso	ciates, INC 2022-1663-17	Gateway Project - Phase 1-services thru 3/31/24	Acoram <b>18018C</b>	- Enrty Ways St	Trees Alley E Parks & Recre	nhanc Totals eation Totals	Inv Inv Inv	oice Transactions	3 4 4	\$34,580.00

#### **REGISTER OF CLAIMS**

**Board: Parks & Recreation Claim Register** 

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
05/10/24	Claims				\$226,851.9
00, 10,2					
					\$226,851.9
		ALLOWANCE OF CL	AIMS		
	aims listed on the foregoing register of claims not allowed as shown on the		vallowed in the		
total amount of	\$226,851.94		5/10/2024		
Dated this day	of year of 20				
	<del></del>				
I herby certify that each o accordance with IC 5-11-1	f the above listed voucher(s) or bill(s 0-1.6.	) is (are) true and correct and I h	nave audited same in		
	I	Fiscal Office			

#### **REGISTER OF PAYROLL CLAIMS**

**Board: Parks & Recreation** 

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
5/17/2024	Payroll				204,218.76
					204,218.76
		ALLOWANCE	OF CLAIMS		
claim, and exc	mined the claims listed on the cept for the claims not allow of \$ 204,218.76		f claims, consisting of gister, such claims are here	<b>1</b> by allowed in the	
Dated this _	day of	year of 20			
	<del></del>		<del></del>		<del></del>
			·····		
	fy that each of the above lis ith IC 5-11-10-1.6.	ted voucher(s) or bill(s	e) is (are) true and correct an	d I have audited same in	
		Fiscal Officer			



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 Department 18 - Parks & Recreation										
Program <b>G21005 - ARPA COVID L</b>		erv								
Account <b>54310 - Improv</b>		•								
5083 - Snider Recreation, INC	8434	18 - Bryan Park Playground 5-12 replacement (equipment)	Paid by EFT # 59108		05/14/2024	, ,	, ,		05/24/2024	180,514.00
			am <b>G21005 - A</b>	nprovements (	cal Fiscal Rec	covery Totals	Inv	voice Transactions voice Transactions	: 1	\$180,514.00 \$180,514.00
				epartment 18 -				voice Transactions voice Transactions		\$180,514.00 \$180,514.00
Fund 200 - Parks and Recreation Ger	(\$1301)		runa <b>176 -</b>	ARPA Local Fis	cai Recvry (5	9312) TOLAIS	111/	voice Transactions	, I	\$100,514.00
Department 18 - Parks & Recreation Program 181000 - Administration Account 52110 - Office S										
5099 - Office Three Sixty, INC	2885267	18-Laminating Sheets, Pens, and Calculator Tape for Admin and C	Paid by EFT # 59072		05/14/2024	05/14/2024	05/24/2024	4	05/24/2024	162.64
		. apo 10. / ta aa		Account <b>521</b>	10 - Office Su	<b>pplies</b> Totals	Inv	oice Transactions	1	\$162.64
Account 53910 - Dues au	nd Subscriptions									
3560 - First Financial Bank / Credit Cards	10165782165	18 - Sams Club Membership; Ream, Eads, Sims, Pedersen, Shrake, R	Paid by Check # 78425		05/14/2024	05/14/2024	05/24/2024	4	05/24/2024	50.00
		,	Accour	nt <b>53910 - Due</b>	s and Subscri	<b>ptions</b> Totals	Inv	voice Transactions	: 1	\$50.00
				Program <b>1810</b>	00 - Administ	ration Totals	Inv	oice Transactions	2	\$212.64
Program <b>181001 - Health &amp; Wellr</b> Account <b>53910 - Dues a</b>										
3560 - First Financial Bank / Credit Cards	10165782165	18 - Sams Club Membership; Ream, Eads, Sims, Pedersen, Shrake, R	Paid by Check # 78425		05/14/2024	05/14/2024	05/24/2024	4	05/24/2024	45.00
		,		nt <b>53910 - Due</b>			Inv	voice Transactions	: 1	\$45.00
			Pro	ogram <b>181001</b> ·	Health & We	ellness Totals	Inv	oice Transactions	<b>1</b>	\$45.00
Program <b>181100 - Marketing</b> Account <b>53310 - Printing</b>	9									
7815 - A&M Graphics (Baugh Fine Print a Mailing)	and 42540	18-Inclusion brochures #50 & urban forestry info cards #150	Paid by EFT # 58922		05/14/2024	05/14/2024	05/24/2024	4	05/24/2024	154.44
7815 - A&M Graphics (Baugh Fine Print a Mailing)	and 42526	18-Urban forestry thank you cards & envelopes #300	Paid by EFT # 58922		05/14/2024	05/14/2024	05/24/2024	4	05/24/2024	186.30



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 <b>181100 - Marketing</b>									
Account <b>53310 - Printing</b>									
129 - FedEx Print Service, INC (Printing	021100045876	18-Griffy SUP poster	Paid by EFT #		05/14/2024	05/14/2024	05/24/2024	05/24/2024	28.71
Only)		print & laminate FedEx	58991						
2002 Midward Calau Duintina INC	TNN/ 20002D	Acct #0547243307	D-:-  L., FFT #		05/14/2024	05/14/2024	05/24/2024	05/24/2024	<b>65.03</b>
3892 - Midwest Color Printing, INC	INV-20602B	18-business cards Haskell Smith #250	Paid by EFT # 59056		05/14/2024	05/14/2024	05/24/2024	05/24/2024	65.83
		naskeli Sililui #250	39030	٨٥٥٥١	ınt <b>53310 - Pr</b>	rinting Totals	Inv	oice Transactions 4	\$435.28
Account <b>53320 - Advertisir</b>	าต			Accor	JIIC 33310 - F1	inting rotals	1110	olee Transactions 4	φ+33.20
8196 - Lake City Saver INC (MailPak	64017-R	18-display ad June	Paid by EFT #		05/14/2024	05/14/2024	05/24/2024	05/24/2024	1,200.00
Magazine)	0 <del>1</del> 017-10	issue City Tourn &	59039		03/14/2024	03/14/2024	03/24/2024	03/24/2024	1,200.00
i lagazine)		Adult Field Day	33033						
		, taute 1 1014 24)		Account !	53320 - Advei	rtising Totals	Inv	oice Transactions 1	\$1,200.00
Account 53910 - Dues and	Subscriptions								
3560 - First Financial Bank / Credit Cards	0B13F37-0016	18- Robly Email	Paid by Check		05/14/2024	05/14/2024	05/24/2024	05/24/2024	535.50
		Subscription (online)-	# 78425						
		4/4/24-4/4/25							
			Accoun	it <b>53910 - Due</b>		-		oice Transactions 1	\$535.50
				Program :	181100 - Mari	<b>keting</b> Totals	Inv	oice Transactions 6	\$2,170.78
Program <b>182001 - Aquatics - Bryan</b>									
Account <b>52340 - Other Rep</b>									
8658 - Kleindorfer's Hardware LLC	791293	18-caulking for Bryan	Paid by EFT #		05/14/2024	05/14/2024	05/24/2024	05/24/2024	45.16
		Park Pool	59033	Othor Donni	re and Mainte	manea Totalo	Inv	oice Transactions 1	#4F 16
Assourt F3F10 Floatrical	Comicae		Account <b>52340</b>	- Other Repair	rs and Mainte	enance rotals	1110	oice Transactions 1	\$45.16
Account <b>53510 - Electrical</b>	38788	18-BPP- Pool pump	Paid by EFT #		05/14/2024	05/14/2024	05/24/2024	05/24/2024	075.00
539 - Price Electric, INC	30/00	electrical repair-	59084		05/14/2024	05/14/2024	05/24/2024	05/24/2024	975.00
		4/19/24	J9004						
		1/13/21	A	Account <b>53510</b>	- Electrical Se	ervices Totals	Inv	oice Transactions 1	\$975.00
Account 53540 - Natural G	as								4270.00
222 - Indiana Gas Co. INC (CenterPoint	50755166-	18- Natural Gas Bryan	Paid by Check		05/15/2024	05/15/2024	05/15/2024	05/15/2024	49.92
Energy) (Vectren)	051024	Pool 04/04/24-	# 78420		,,	,,	,,	32, 22, 2323	
<i>377</i> ( )		05/07/24							
				Account 5	3540 - Natur	al Gas Totals	Inv	oice Transactions 1	\$49.92
			Progra	m <b>182001 - A</b> d	quatics - Brya	n Pool Totals	Inv	oice Transactions 3	\$1,070.08
Program 182500 - Frank Southern C	Center								
Account 53540 - Natural G	as								
222 - Indiana Gas Co. INC (CenterPoint	50573228-	18- Natural Gas FSC	Paid by Check		05/15/2024	05/15/2024	05/15/2024	05/15/2024	215.02
Energy) (Vectren)	051024	04/04/24-05/07/24	# 78420						
					3540 - Natur			oice Transactions 1	\$215.02
			Program	1 <b>82500 - Fra</b>	nk Southern (	Center Totals	Inv	oice Transactions 1	\$215.02



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 <b>183500 - Golf Services</b>										
Account <b>52220 - Agricultu</b>										
334 - Irving Materials, INC	71334888	18 - Cascades Sand for Topdressing Greens and Tee Boxes	Paid by EFT # 59025		05/14/2024	05/14/2024	05/24/2024	ŀ	05/24/2024	1,085.53
			Acco	ount <b>52220 - A</b>	gricultural Su	<b>pplies</b> Totals	Inv	oice Transactions	1	\$1,085.53
Account <b>52420 - Other Su</b>										
4046 - Heritage-Crystal Clean, INC	18622318	18 - Cascades Parts Machine Service	Paid by EFT # 59006		05/14/2024	05/14/2024	05/24/2024		05/24/2024	142.79
4140 - Interstate All Battery Center of Bloomington, INC	1903301014743	18 - Cascades Battery for Sand Pro	Paid by EFT # 59023		05/14/2024	05/14/2024	05/24/2024	ł	05/24/2024	135.00
8658 - Kleindorfer's Hardware LLC	791319	18- Cascades Five Pigtail Socket Bulbs	Paid by EFT # 59033		05/14/2024	05/14/2024	05/24/2024	ł	05/24/2024	14.95
				Account <b>524</b>	20 - Other Su	<b>pplies</b> Totals	Inv	oice Transactions	3	\$292.74
Account <b>54420 - Purchase</b>	of Equipment									
5186 - P&W Golf Supply, LLC	INV129011	18 - Cascades Range Rover Golf Ball Picker Vehicle	Paid by EFT # 59075		05/14/2024	05/14/2024	05/24/2024	ŀ	05/24/2024	5,001.78
6889 - Professional Golfcar Corporation	01-31829	18 - Cascades Repair Service to Hauler 1200- 4/30/24	Paid by EFT # 59085		05/14/2024	05/14/2024	05/24/2024	ŀ	05/24/2024	1,274.29
		1/30/21	Accour	t <b>54420 - Pu</b> r	chase of Equip	ment Totals	Inv	oice Transactions	2	\$6,276.07
					3500 - Golf Se		Inv	oice Transactions	6	\$7,654.34
Program 184000 - Natural Resource				J						
Account <b>52310 - Building</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KYH-MQKK- 66YF	18-Kevlar Skid Plates for Griffy Boathouse Boat Repairs	Paid by EFT # 58927		05/14/2024	05/14/2024	05/24/2024	ŀ	05/24/2024	80.96
			Account <b>52310</b>	- Building Ma	terials and Su	<b>pplies</b> Totals	Inv	oice Transactions	1	\$80.96
Account 52420 - Other Su	pplies									
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GMP-PVPC- 9CVL	18- Yeti Solar Battery Adapter Cable (Griffy)	Paid by EFT # 58927		05/14/2024	05/14/2024	05/24/2024	ł	05/24/2024	24.99
8541 - Amazon.com Sales, INC	1GPW-7JW6-	18- Apple 20W USB-C	Paid by EFT #		05/14/2024	05/14/2024	05/24/2024	}	05/24/2024	14.99
(Amazon.com Services LLC)	TPLC	Power Adapter for iPhone (Nat Res)	58927							
8541 - Amazon.com Sales, INC	1XNQ-YWYF-	18- Yeti Solar Battery	Paid by EFT #		05/14/2024	05/14/2024	05/24/2024	ŀ	05/24/2024	119.90
(Amazon.com Services LLC)	GVJJ	30 ft Extension Cord (Griffy)	58927							
(Amazon.com Services LLC)		(Griffy)								
8541 - Amazon.com Sales, INC	1K6C-CL3M-	18- OtterBox for iPad	Paid by EFT #		05/14/2024	05/14/2024	05/24/2024	ŀ	05/24/2024	59.93
•	1K6C-CL3M- DYD7 1W13-GVPT-		58927 <sup>°</sup>		05/14/2024 05/14/2024	05/14/2024 05/14/2024	, ,		05/24/2024	59.93 35.90



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Fund 200 - Parks and Recreation Gen (	(S1301)									
Department 18 - Parks & Recreation										
Program 184000 - Natural Resource										
Account <b>52420 - Other Su</b>	pplies									
6222 - Apple, INC	MA71984380	18- iPad w/ WiFi & AppleCare (Nat. Res.)	Paid by EFT # 58930		05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	488.00
4574 - John Deere Financial f.s.b. (Rural King)	239461	18- (2) Directors Chair for Griffy Boathouse	Paid by Check # 78438		05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	69.98
				Account <b>524</b>	20 - Other Su	<b>pplies</b> Totals	Inv	oice Transactions	7	\$813.69
Account <b>53910 - Dues and</b>										
3560 - First Financial Bank / Credit Cards	10165782165	18 - Sams Club Membership; Ream, Eads, Sims, Pedersen, Shrake, R	Paid by Check # 78425		05/14/2024	05/14/2024			05/24/2024	45.00
				t <b>53910 - Due</b>		-		oice Transactions		\$45.00
			Pro	gram <b>184000</b> ·	<ul> <li>Natural Reso</li> </ul>	<b>ources</b> Totals	Inv	oice Transactions	9	\$939.65
Program 184500 - Youth Services -										
Account <b>53540 - Natural G</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	53530485- 051024	18- Natural Gas AJB - 04/04/24-05/07/24	Paid by Check # 78420		05/15/2024	05/15/2024	, ,		05/15/2024	48.60
				Account \$	3540 - Natur	al Gas Totals	Inv	oice Transactions	1	\$48.60
Account <b>53610 - Building</b>										
11611 - Woods Electrical Contractors, INC	2404COBALJU	18-Electrical Evaluation Allison-Jukebox	Paid by EFT # 59151		05/14/2024	05/14/2024			05/24/2024	127.50
					0 - Building R	-		oice Transactions		\$127.50
Duranta 400500 Community Francisco	- 4 -		Program 18	84500 - Youth	Services -Juk	<b>ce Box</b> Totals	Inv	oice Transactions	2	\$176.10
Program <b>186500 - Community Ever</b>										
Account <b>52420 - Other Su</b> 8541 - Amazon.com Sales, INC	pplies 1HRN-TDGR-	10 Dit Palla Noon Cian	Daid by EET #		05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	21.00
(Amazon.com Services LLC)	V7K4	18-Pit Balls, Neon Sign, Backdrops, Props for Escape Room (CE)	58927		05/14/2024	05/14/2024	05/24/2024	t	05/24/2024	21.98
		Locape Room (CL)		Account <b>524</b>	20 - Other Su	pplies Totals	Inv	oice Transactions	1	\$21.98
Account 53910 - Dues and	Subscriptions									,
3560 - First Financial Bank / Credit Cards	10165782165	18 - Sams Club Membership; Ream, Eads, Sims, Pedersen, Shrake, R	Paid by Check # 78425		05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	45.00
		,	Accoun	t <b>53910 - Due</b>	s and Subscri	<b>ptions</b> Totals	Inv	oice Transactions	1	\$45.00
Account 53990 - Other Se	rvices and Char	jes				-				•
8367 - Danmore Kusaya	0059	18- Performance at International Festival 4/28/24	Paid by EFT # 59037		05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	150.00



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 Ge Department 18 - Parks & Recreation Program 186500 - Community Ev	n vents						·		•	
Account <b>53990 - Other</b> S	Services and Char	ges								
4982 - Kade Russell Puckett	100 05/02/24	18- Peoples Park Concert by Kade Puckett 5-9-24	Paid by EFT # 59087	ŧ	05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	175.00
			Account 5	3990 - Other Se	ervices and Cl	harges Totals	Inv	oice Transactions	2	\$325.00
			Pr	ogram <b>186500</b> -	- Community	<b>Events</b> Totals	Inv	oice Transactions	4	\$391.98
Program <b>186502 - Community E</b> Account <b>52420 - Other</b>										
409 - Black Lumber Co. INC	571067	18-disposable/regular gloves	Paid by EFT # 58945	ŧ	05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	12.95
		<b>5</b> • • • •		Account <b>524</b>	20 - Other Su	<b>ipplies</b> Totals	Inv	oice Transactions	1	\$12.95
			Program 180	5502 - Commur	nity Events-Ga	ardens Totals	Inv	oice Transactions	1	\$12.95
Program <b>186503 - Community E</b> v Account <b>53170 - Mgt. F</b> o			J		•					
9135 - Austin Hochstetler (ZEC Eight	1257	18- Farmers' Market	Paid by EFT #	ŧ	05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	1,375.00
Insights LLC)		Consultation Fee 5/02/2024	59010		00,11,201	00,1.,101.	00, = 1, =0=	•		2,0,0.00
		Accoun	_	. Fee, Consulta ommunity Ever	•			oice Transactions oice Transactions	=	\$1,375.00 \$1,375.00
Program 187001 - Adult Sports-5	Softball			•						
Account <b>52340 - Other</b>		enance								
50594 - Barry Company, INC	098724	18- 2024 TLSP Bathroom Toilet Repair- Sloan	Paid by EFT # 58939	ŧ	05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	159.44
8658 - Kleindorfer's Hardware LLC	791435	Diaphragm Kit, Spud 18-needle nose pliers, batteries, screwdriver	Paid by EFT # 59033	ŧ	05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	33.47
		batteries, serewarrer		0 - Other Repai	rs and Mainte	enance Totals	Inv	oice Transactions	2	\$192.91
Account <b>52420 - Other</b>	Supplies								_	7
8658 - Kleindorfer's Hardware LLC	791389	18- TLSP 2024 Pik Stik and Spray Foam	Paid by EFT # 59033	ŧ	05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	32.97
6262 - Koenig Equipment, INC	P44294	18- 2024 TLSP Weedeater String	Paid by EFT # 59035	ŧ	05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	42.99
		: · · · · · · · · · · · · ·		Account <b>524</b>	20 - Other Su	<b>Ipplies</b> Totals	Inv	oice Transactions	2	\$75.96
			Proa	ram <b>187001 - A</b>			Inv	oice Transactions	4	\$268.87
			9		роло о		2117			4=00.07



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Pay	yment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen	(S1301)									
Department 18 - Parks & Recreation	/:I									
Program 187202 - Youth Sports-W										
Account <b>52340 - Other R</b> 8658 - Kleindorfer's Hardware LLC	777594	enance 18-pipestrap, hose bibb	Daid by EET #		05/14/2024	05/14/2024	05/24/2024	0E	/24/2024	11.42
6056 - Neilluottei S Haruwate LLC	///59 <del>1</del>	valve, bushing pvc, elbow pvc, screws	59033		05/14/2024	05/14/2024	05/24/2024	US/	/24/2024	11.42
8658 - Kleindorfer's Hardware LLC	791953	18-shovel, level, pik stick, fiberglass tape, single cut key	Paid by EFT # 59033		05/14/2024	05/14/2024	05/24/2024	05,	/24/2024	128.75
			Account <b>52340</b>	- Other Repair	rs and Mainte	nance Totals	Invo	pice Transactions 2		\$140.17
Account <b>53990 - Other S</b>	-									
392 - Koorsen Fire & Security, INC	IN00649023	18- 2024 Winslow Backflow Inspection	Paid by EFT # 59036					·	/24/2024 -	226.90
				990 - Other Se		_		oice Transactions 1	-	\$226.90
D			Program	187202 - You	ith Sports-Wi	nsiow Totals	Invo	oice Transactions 3		\$367.07
Program <b>187500 - Banneker</b>	notos Comicos									
Account <b>53140 - Extermi</b> 9254 - Rentokil North American INC (Terminix Commercial)	444194568	18 Green Pest Control at Banneker - 3/4/24	Paid by Check # 78444		05/14/2024	05/14/2024	05/24/2024	05,	/24/2024	78.00
(Terrillinx Commercial)		at barrierer = 3/4/24		nt <b>53140 - Ex</b> t	erminator Se	rvices Totals	Inve	oice Transactions 1	-	\$78.00
Account <b>53610 - Building</b>	Repairs		, 10000							Ψ, σ.σσ
392 - Koorsen Fire & Security, INC	IN00629649	18- Banneker quarterly fire alarm monitoring 4/1/24-6/30/24	Paid by EFT # 59036		05/14/2024	05/14/2024	05/24/2024	05,	/24/2024	84.41
		1, 1, 2 1 0, 30, 2 1		Account <b>5361</b> 0	) - Building R	epairs Totals	Invo	oice Transactions 1	-	\$84.41
Account <b>53910 - Dues an</b>	d Subscriptions				3					1 -
3560 - First Financial Bank / Credit Cards		18 - Sams Club Membership; Ream, Eads, Sims, Pedersen, Shrake, R	Paid by Check # 78425		05/14/2024	05/14/2024	05/24/2024	05,	/24/2024	45.00
		•	Accoun	t <b>53910 - Due</b>	s and Subscrip	otions Totals	Invo	oice Transactions 1	-	\$45.00
Account <b>53990 - Other S</b>	ervices and Charg	jes								
6279 - Destiny Easton (I Shine Cleaning, LLC)	6414	18- Banneker Cleaning Service - April 2024	58981		05/14/2024		, ,	,	/24/2024 -	365.00
			Account <b>53</b> 9	990 - Other Se				oice Transactions 1	-	\$365.00
				Program	187500 - Ban	neker Totals	Invo	oice Transactions 4		\$572.41
Program 189000 - Operations										
Account <b>52210 - Institut</b>										
313 - Fastenal Company	INBLM234790	18-gloves, disinfectants, eyewear, OFF	Paid by EFT # 58990		05/14/2024	05/14/2024	05/24/2024	05,	/24/2024	300.39
313 - Fastenal Company	INBLM234978	18-OPS L,M,XL nitrile coated cut resistant gloves	Paid by EFT # 58990		05/14/2024	05/14/2024	05/24/2024	05,	/24/2024	2,243.82



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Fund 200 - Parks and Recreation Gen (	S1301)									
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account <b>52210 - Institutio</b>										
313 - Fastenal Company	INBLM235131	18-bath cleaner, gloves	58990 <sup>°</sup>		05/14/2024	05/14/2024	05/24/2024	•	24/2024	983.36
9269 - Ferguson Facilities Supply, HP Products #3400	0662087	18-paper towels and toilet tissue	Paid by EFT # 58992		05/14/2024	05/14/2024	05/24/2024	05/	24/2024	243.65
9269 - Ferguson Facilities Supply, HP Products #3400	0663746	18-glass cleaner	Paid by EFT # 58992		05/14/2024	05/14/2024	05/24/2024	05/	24/2024	75.86
4574 - John Deere Financial f.s.b. (Rural King)	166460	18-dust mop	Paid by Check # 78438		05/14/2024	05/14/2024	05/24/2024	05/	24/2024	29.99
Killy)				ınt <b>52210 - In</b>	stitutional Su	pplies Totals	Invo	oice Transactions 6	-	\$3,877.07
Account <b>52230 - Garage a</b>	nd Motor Suppli	es	71000			ppco				45,577.67
476 - Southern Indiana Parts, INC (Napa Auto Parts)	574656	18-OPS oil filters, blow gun, 10W30, break parts cleaner	Paid by EFT # 59110		05/14/2024	05/14/2024	05/24/2024	05/	24/2024	242.28
			Account 52	230 - Garage	and Motor Su	<b>pplies</b> Totals	Invo	oice Transactions 1	<del>-</del>	\$242.28
Account <b>52310 - Building I</b>										
334 - Irving Materials, INC	11407224	18-concrete at 1020 S. Woodlawn Avenue	Paid by EFT # 59025		05/14/2024	05/14/2024	05/24/2024	05/	24/2024	374.00
334 - Irving Materials, INC	11410327	18-concrete at 1525 S. Rogers St, Bloomington	,		05/14/2024	05/14/2024	05/24/2024	05/	24/2024	377.75
334 - Irving Materials, INC	11411724	18-concrete 2000 E. Winslow Road	Paid by EFT # 59025		05/14/2024	05/14/2024	05/24/2024	05/	24/2024	374.00
			Account <b>52310</b>	- Building Ma	terials and Su	<b>pplies</b> Totals	Invo	oice Transactions 3	-	\$1,125.75
Account 52340 - Other Rep	pairs and Maint	enance								
409 - Black Lumber Co. INC	572267	18-Dieletric grease	Paid by EFT # 58945		05/14/2024	05/14/2024	05/24/2024	05/	24/2024	8.99
409 - Black Lumber Co. INC	572644	18-replace board on walk to Waterfall @ Cascades	Paid by EFT # 58945		05/14/2024	05/14/2024	05/24/2024	05/	24/2024	8.29
8658 - Kleindorfer's Hardware LLC	791430	18-drain king	Paid by EFT # 59033		05/14/2024	05/14/2024	05/24/2024	05/	24/2024	16.49
8658 - Kleindorfer's Hardware LLC	779728	18-bolts, nuts, tapcons, bit, flange, eye bolts, slotted flat			05/14/2024	05/14/2024	05/24/2024	05/	24/2024	27.99
8658 - Kleindorfer's Hardware LLC	791056	18-V-belt	Paid by EFT # 59033		05/14/2024	05/14/2024	05/24/2024	05/	24/2024	4.99
8658 - Kleindorfer's Hardware LLC	791048	18-roll pin, WD-40	Paid by EFT # 59033		05/14/2024	05/14/2024	05/24/2024	05/	24/2024	9.94
8658 - Kleindorfer's Hardware LLC	791332	18-spraycan gun, spray paint, bbq spray paint, striping paint,			05/14/2024	05/14/2024	05/24/2024	05/	24/2024	457.45
8658 - Kleindorfer's Hardware LLC	791203	18-40lb concrete for Broadview Sign	Paid by EFT # 59033		05/14/2024	05/14/2024	05/24/2024	05/	24/2024	26.00



/endor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Pay	yment Date	Invoice Amount
fund 200 - Parks and Recreation Gen (S	1301)									
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repa	airs and Mainte	nance								
8658 - Kleindorfer's Hardware LLC	791948	18-cable clamps for 1/4" cable@Lower Cascades parking lot	Paid by EFT # 59033		05/14/2024	05/14/2024	05/24/2024	05,	5/24/2024	5.94
658 - Kleindorfer's Hardware LLC	791821	18-washers, bolts, nuts for Bryan Park Pool filter	Paid by EFT # 59033		05/14/2024	05/14/2024	05/24/2024	05,	5/24/2024	2.25
262 - Koenig Equipment, INC	P44130	18-blade for John Deere at Cascades Park	Paid by EFT # 59035		05/14/2024	05/14/2024	05/24/2024	05,	/24/2024	68.04
3262 - Koenig Equipment, INC	P44270	18-V-belt, extension for John Deere at Cascades Park	Paid by EFT # 59035		05/14/2024	05/14/2024	05/24/2024	05,	5/24/2024	131.53
8583 - Northern Tool&Equip Parts,LLC Jacks Small Engine)	5065256	18-OPS hose and spray gun for pressure washer	Paid by Check # 78441		05/14/2024	05/14/2024	05/24/2024	05,	5/24/2024	392.49
			Account <b>52340</b>	- Other Repair	rs and Mainte	nance Totals	Invo	ice Transactions 13	-	\$1,160.39
Account <b>52420 - Other Sup</b>	olies									4-/
313 - Fastenal Company	INBLM217115C	18-Ops Credit memo	Paid by EFT #		05/14/2024	05/14/2024	05/24/2024	05/	/24/2024	(182.11)
,	R	for charge paid twice- error on invoice	58990			, ,	, ,		, , -	( ,
1574 - John Deere Financial f.s.b. (Rural King)	163923	18-dusts pans and worklights	Paid by Check # 78438		05/14/2024	05/14/2024	05/24/2024	,	5/24/2024	77.95
3658 - Kleindorfer's Hardware LLC	791776	18-Three cabinet door locks	Paid by EFT # 59033		05/14/2024	05/14/2024	05/24/2024		5/24/2024	16.47
8658 - Kleindorfer's Hardware LLC	778146	18-1/4 brass cap	Paid by EFT # 59033		05/14/2024	05/14/2024	05/24/2024	·	5/24/2024	1.99
8658 - Kleindorfer's Hardware LLC	791941	18-extractor	Paid by EFT # 59033		05/14/2024	05/14/2024	05/24/2024	,	5/24/2024	8.59
658 - Kleindorfer's Hardware LLC	734011	18-cable stops, cable, screws-materials to fix porta potty@Clear	Paid by EFT # 59033		05/14/2024	05/14/2024	05/24/2024	US/	5/24/2024	3.28
658 - Kleindorfer's Hardware LLC	734090	18-materials for truck 808; washer, cotter pin, snips, cable cla	Paid by EFT # 59033		05/14/2024	05/14/2024	05/24/2024	05,	5/24/2024	31.73
1394 - Richardson Enterprises of Blgtn,LLC FastSigns)	INV-59324	18-OPS (6) IU Health B-line backer replacment signs stock	Paid by EFT # 59091		05/14/2024	05/14/2024	05/24/2024	05,	5/24/2024	116.44
819 - Synchrony Bank	8238	18-OPS Sunscreen for all crew members- added Vending machine	Paid by Check # 78448		05/14/2024	05/14/2024	05/24/2024	05,	5/24/2024	116.76



Note												
Pogramment 18 - Parks & Recreation   Program 189000 - Operations   Account 53160 - Instruction   120354357759   18 - Cert Playground Safety Insp. Course-J Hazel   Paid by Check #78425   Account 53160 - Instruction Totals   Invoice Transactions 1   1,150.00		Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Program 189000 - Operations		*	51301)									
Account 53160 - Instruction Safety Insp. Course J Hazel		•										
Second   S												
Safety Irisp. Course   Fabruary   Safety Irisp. Course   Safety Iris										_		
Account 53540 - Natural Gas Co. INC (CenterPoint S1984974 S18 - Natural Gas OPS CPV Maintenance OH/O4/24-05/07/24 S79 Maintenance OH/O4/24-05/07/24 Account 53650 - Other Repairs  818 - Everywhere Signs, LLC 61714 18-OPS Refurbish Broadview Park sign S898 S9898 Account 53920 - Laundry and Other Sanitation Services OF OF Plymate, INC 32570 18-Floor mat services OF Paid by EFT # 05/14/2024 05/14/2024 05/24/2024 05/24/2024 05/24/2024 28.26 09.0 CS 75/27/20 09.0 CS		3560 - First Financial Bank / Credit Cards	120354357759	Safety Insp. Course-J	,			, ,	, ,			
222 - Indiana Gas Co, INC (CenterPoint Energy) (Vectren)						Account	Account <b>53160 - Instruction</b> Totals			oice Transactions	\$1,150.00	
Account 53650 - Other Repairs										_		
Account \$3650 - Other Repairs 818 - Everywhere Signs, LLC 61714 18-OPS Refurbish Broadview Park sign 18-OPS Electrical work for HVAC system at Switchyard Maint. Bid Security LLC 325705 18-Flore mat services @ R RH/OPS Office 5-1 29081 18-Flore mat services @ RH/OPS Office 5-1 29081 18-Flore mat services @ RH/OPS Office 5-1 29081 18-Flore mat services & RH/OPS Office 5-1 29081 18-Flore Material RH/OPS Office 5-1 29081 18-Flore RH/OPS Office 5-1 29081				SYP Maintenance			05/15/2024	05/15/2024	05/15/2024	1	05/15/2024	62.90
Refure   R						Account 5:		3540 - Natural Gas Totals		Invoice Transactions 1		\$62.90
September   Sept			oairs									
Switchyard Maint. Bid   Switchyard   Switchyard   Switchyard   Switchyard   Switchyard   Switchyard Maint. Bid   Switchyard   S		818 - Everywhere Signs, LLC	61714				05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	1,700.00
Account 53920 - Laundry and Other Sanitation Services  53657 - Plymate, INC  3257051  18-Floor mat services		321 - Harrell Fish, INC (HFI)	ZW12519	for HVAC system at			05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	1,500.00
Saction   Sact			,			Account <b>53650 - Other Repairs</b> Totals		Invoice Transactions 2			\$3,200.00	
Source   S		Account 53920 - Laundry a	nd Other Sanita	ation Services								
18-Floor mat services @ R RH/OPS Office 5-1		53657 - Plymate, INC	3257051		,		05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	28.26
Account 53990 - Other Services and Charges  19741 - Mader Design, LLC  1857  18-Landscape design services- Building Trades Park- 4/30/24  6330 - Marshall Security LLC  3349  18-OPS Security Services - B-Line & Parks April 2024  6330 - Marshall Security LLC  3351  18 Security for Solar Eclipse Odating/Repairs Done on B-Line (OPS)  1016 - Otto-Meyer, INC (Otto's Parking) Marking)  Account 53990 - Laundry and Other Sanitation Services Totals Invoice Transactions 2  \$53.78  18-Caunty Sapid by EFT #  05/14/2024  05/24/2024  05/24/2024  05/24/2024  05/24/2024  05/24/2024  05/24/2024  05/24/2024  05/24/2024  05/24/2024  1,245.00  05/24/2024  1,245.00  05/24/2024  0		53657 - Plymate, INC	3257050	18-Floor mat services @ & RH/OPS Office 5-1			05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	25.52
19741 - Mader Design, LLC					53920 - Laun	20 - Laundry and Other Sanitation Services Totals			Invoice Transactions 2			\$53.78
Services- Building Trades Park- 4/30/24 6330 - Marshall Security LLC 3349 18-OPS Security Paid by EFT # 05/14/2024 05/24/2024 05/24/2024 05/24/2024 19,332.00 Services - B-Line & 59048 Parks April 2024 6330 - Marshall Security LLC 3351 18 Security for Solar Eclipse 59048 1016 - Otto-Meyer, INC (Otto's Parking Marking) 0497213-IN 18-Signage, Sharkgrip Coating/Repairs Done on B-Line (OPS) 1016 - Otto-Meyer, INC (Otto's Parking Marking) 0497119-IN 18-Signage, Sharkgrip Coating/Repairs Done on B-Line (OPS) 1016 - Otto-Meyer, INC (Otto's Parking Marking) 0497119-IN 18-Signage, Sharkgrip Coating/Repairs Done on B-Line (OPS)		Account 53990 - Other Ser	vices and Charg	ies		•						
6330 - Marshall Security LLC  3349  18-OPS Security Services - B-Line & 59048  Parks April 2024  6330 - Marshall Security LLC  3351  18 Security for Solar Eclipse 59048  1016 - Otto-Meyer, INC (Otto's Parking Marking)  1016 - Otto-Meyer, INC (Otto's Parking Marking)  1016 - Otto-Meyer, INC (Otto's Parking Marking)  0497213-IN  18-Signage, Sharkgrip on B-Line (OPS)  1016 - Otto-Meyer, INC (Otto's Parking Marking)  1017 - Otto-Meyer, INC (Otto's Parking Marking)  1018 - Otto-Meyer, INC (Otto's Parking Marking)  1019 - Otto-Meyer, INC (Otto's Parking Marking)  1010 - Otto-		19741 - Mader Design, LLC	1857	services- Building	,		05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	2,000.00
Services - B-Line & Parks April 2024 6330 - Marshall Security LLC 3351 18 Security for Solar Eclipse 59048  1016 - Otto-Meyer, INC (Otto's Parking Marking) 1016 - Otto-Meyer, INC (Otto's Parking Oder The Coating/Repairs Done on B-Line (OPS) 1016 - Otto-Meyer, INC (Otto's Parking Marking) 1016 - Otto-Meyer, INC (Otto's Parking Oder The Coating/Repairs Done on B-Line (OPS) 1016 - Otto-Meyer, INC (Otto's Parking Oder The Coating/Repairs Done on B-Line (OPS) 1016 - Otto-Meyer, INC (Otto's Parking Oder The Coating/Repairs Done on B-Line (OPS) 1017 - Otto-Meyer, INC (Otto's Parking Oder The Coating/Repairs Done on B-Line (OPS) 1018 - Otto-Meyer, INC (Otto's Parking Oder The Coating/Repairs Done on B-Line (OPS) 1019 - Otto-Meyer, INC (Otto's Parking Oder The Coating/Repairs Done on B-Line (OPS)		C220 Manushall Caranii LLC	2240	, ,	D-:-  L., EET #		05/14/2024	05/14/2024	05/24/202	4	05/24/2024	10 222 00
6330 - Marshall Security LLC 3351 18 Security for Solar Eclipse 59048  1016 - Otto-Meyer, INC (Otto's Parking Marking) 1016 - Otto-Meyer, INC (Otto's Parking O497213-IN 18-Signage, Sharkgrip Paid by EFT # 59074  18-Signage, Sharkgrip Paid by EFT # 59074  59074  1016 - Otto-Meyer, INC (Otto's Parking O497119-IN Marking) 1016 - Otto-Meyer, INC (Otto's Parking O497119-IN Marking) 1016 - Otto-Meyer, INC (Otto's Parking O497119-IN Marking) 1017 - Otto-Meyer, INC (Otto's Parking O497119-IN Marking) 1018 - Otto-Meyer, INC (Otto's Parking O497119-IN Marking) 1019 - Otto-Me		6330 - Marshall Security LLC	3349	Services - B-Line &	,		05/14/2024	05/14/2024	05/24/2022	ŧ	05/24/2024	19,332.00
Eclipse 59048  1016 - Otto-Meyer, INC (Otto's Parking 0497213-IN 18-Signage, Sharkgrip Coating/Repairs Done on B-Line (OPS)  1016 - Otto-Meyer, INC (Otto's Parking 0497119-IN 18-Signage, Sharkgrip One on B-Line (OPS)  1016 - Otto-Meyer, INC (Otto's Parking 0497119-IN Coating/Repairs Done on B-Line (OPS)  1016 - Otto-Meyer, INC (Otto's Parking 0497119-IN One on B-Line (OPS)  1017 - Otto-Meyer, INC (Otto's Parking 0497119-IN One on B-Line (OPS)  1018 - Otto-Meyer, INC (Otto's Parking 0497119-IN One on B-Line (OPS)  1019 - Otto-Meyer, INC (Otto's Parking 0497119-IN One on B-Line (OPS)		6220 M L II G . '' L I G	2254		D : ! ! FET #		05/44/2024	05/44/2024	05/24/202	4	05/24/2024	4 245 00
Marking)  Coating/Repairs Done 59074 on B-Line (OPS)  1016 - Otto-Meyer, INC (Otto's Parking 0497119-IN 18-Signage, Sharkgrip Paid by EFT # 05/14/2024 05/14/2024 05/24/2024 05/24/2024 791.00 Marking)  Coating/Repairs Done 59074 on B-Line (OPS)		·		Eclipse	59048 <sup>°</sup>							•
1016 - Otto-Meyer, INC (Otto's Parking 0497119-IN 18-Signage, Sharkgrip Paid by EFT # 05/14/2024 05/14/2024 05/24/2024 05/24/2024 791.00  Marking) Coating/Repairs Done 59074 on B-Line (OPS)			0497213-IN	Coating/Repairs Done	,		05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	1,132.00
			0497119-IN	18-Signage, Sharkgrip Coating/Repairs Done			05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	791.00
				5 5 Line (01 0)	Account <b>53</b>	990 - Other Se	ervices and Ch	narges Totals	Inv	oice Transactions	5	\$24,500.00



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 <b>189000 - Operations</b>										
Account <b>54510 - Other Ca</b>		10.000.0	D : ! !		05/44/2024	05/14/2004	05/04/0004		05/04/0004	44.047.00
321 - Harrell Fish, INC (HFI)	ZW12518	18-OPS Demo old and install new split systems at SYM	Paid by EFT # 59003		05/14/2024	. ,	, ,		05/24/2024	11,917.00
			Acco	ount <b>54510 - O</b> Program <b>1</b>	ther Capital O 189000 - Oper	-		oice Transactions oice Transactions		\$11,917.00 \$47,480.27
Program 189006 - Switchyard Prop	erty			3						, ,
Account <b>52210 - Institution</b>	nal Supplies									
51857 - Flex-Pac, INC	I357782-01	18- SYP lactic acid urinal cleaner	Paid by Check # 78429		05/14/2024	05/14/2024	05/24/2024		05/24/2024	58.18
51857 - Flex-Pac, INC	1355900-05	18 -SYP hand sanitizer	Paid by Check # 78429		05/14/2024	05/14/2024	05/24/2024		05/24/2024	96.42
			Acco	unt <b>52210 - I</b> r	stitutional Su	<b>pplies</b> Totals	Invo	oice Transactions	2	\$154.60
Account 52220 - Agricultu	ral Supplies									
177 - Indiana Oxygen Company, INC	10394125	18- SYP CO2 Tank Rentals	Paid by EFT # 59019		05/14/2024	05/14/2024	05/24/2024		05/24/2024	558.14
			Acc	ount <b>52220 - A</b>	gricultural Su	<b>ipplies</b> Totals	Invo	oice Transactions	: 1	\$558.14
Account <b>52310 - Building</b>										
8753 - Atkore International INC	2333459	19 -SYP Replacement Bollard Keys	Paid by EFT # 58931		05/14/2024	05/14/2024	, ,		05/24/2024	177.50
409 - Black Lumber Co. INC	571912	18- SYP St casing and bump and feed head	Paid by EFT # 58945		05/14/2024	05/14/2024			05/24/2024	39.95
4574 - John Deere Financial f.s.b. (Rural King)	239980	18-SYP (10) Self tapping screws	Paid by Check # 78438		05/14/2024	05/14/2024			05/24/2024	8.49
			Account <b>52310</b>	- Building Ma	terials and Su	<b>ipplies</b> Totals	Invo	oice Transactions	3	\$225.94
Account <b>53540 - Natural G</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	56043968- 051024	18- Natural Gas SYP Pav 04/04/24-05/07/24	Paid by Check # 78420		. ,	05/15/2024	, ,		05/15/2024	119.73
				Account !	53540 - Natur	al Gas Totals	Invo	oice Transactions	: 1	\$119.73
Account <b>53610 - Building</b>										
5187 - Green Dragon Lawn Care, INC	3878	18- SYP Mowing Contract 4/3, 4/16, 4/24	Paid by EFT # 59001		05/14/2024	05/14/2024	05/24/2024		05/24/2024	2,970.00
		7/ 47		Account <b>5361</b>	0 - Building R	<b>epairs</b> Totals	Invo	oice Transactions	: 1	\$2,970.00
Account <b>53950 - Landfill</b> 2260 - Republic Services, INC	0694-	18- SYP 8 Yard	Paid by EFT #		05/15/2024	05/15/2024	05/15/2024		05/15/2024	363.28
•	003384753	Dumpster - April 2024	58916	٨٥٥٥	ount <b>53950 - L</b> a			oice Transactions	. 1	\$363.28
				ACCC	Julit <b>33330 - L</b>	anulli 10tdis	11100	nce Halisactions	) 1	<b>\$303.2</b> 6



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (	S1301)									·
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Prop										
Account <b>53990 - Other Se</b>		ges								
392 - Koorsen Fire & Security, INC	IN00660691	18-SYP Annual Pavilion Fire Alarm & Sprinkler Inspection	Paid by EFT # 59036		05/14/2024	05/14/2024	05/24/2024		05/24/2024	615.25
6330 - Marshall Security LLC	3350	18-SYP Security Services - April 2024	Paid by EFT # 59048		05/14/2024	05/14/2024	05/24/2024		05/24/2024	9,666.00
1016 - Otto-Meyer, INC (Otto's Parking Marking)	0497119-IN	18-Signage, Sharkgrip Coating/Repairs Done on B-Line (OPS)	Paid by EFT # 59074		05/14/2024	05/14/2024	05/24/2024		05/24/2024	743.00
				3990 - Other Se		_	Inv	oice Transactions	3	\$11,024.25
			Prog	ram <b>189006 - S</b>	Switchyard Pro	perty Totals	Inv	oice Transactions	5 12	\$15,415.94
Program <b>189500 - Urban Greenspa</b> Account <b>52220 - Agricultu</b>										
52948 - Mays Greenhouse, LLC	33907	18 - UGS annuals & native perennials for 35 planters	Paid by EFT # 59049		05/14/2024	05/14/2024	05/24/2024		05/24/2024	865.57
5391 - Spence Restoration Nursery, INC	4092	18- UGS 2900 native plant plugs	Paid by EFT # 59112	:	05/14/2024	05/14/2024	05/24/2024		05/24/2024	5,163.80
			Acc	ount <b>52220 - A</b>	gricultural Su	<b>pplies</b> Totals	Inv	oice Transactions	2	\$6,029.37
Account 52420 - Other Su	pplies									
4660 - A.M. Leonard, INC	C124023555	18 - UGS hand tools (soil knives, hand saws, watering tools)	Paid by EFT # . 58923		05/14/2024	05/14/2024	05/24/2024		05/24/2024	938.15
				Account <b>524</b>	20 - Other Su	<b>pplies</b> Totals	Inv	oice Transactions	5 1	\$938.15
Account <b>53990 - Other Se</b>	rvices and Char									
121 - Eco Logic, LLC	5606	18 - UGS vegetation mgmt services at Miller Showers - April 24	Paid by EFT # 58982		05/14/2024	05/14/2024	05/24/2024		05/24/2024	1,944.61
5187 - Green Dragon Lawn Care, INC	3877	18 - UGS contractual mowing services - April 2024	Paid by EFT # 59001	:	05/14/2024	05/14/2024	05/24/2024		05/24/2024	18,985.00
			Account 53	3990 - Other Se	ervices and Ch	arges Totals	Inv	oice Transactions	5 2	\$20,929.61
			Pr	ogram <b>189500</b> ·	- Urban Green	<b>space</b> Totals	Inv	oice Transactions	5 5	\$27,897.13
Program 189501 - Cemeteries										
Account <b>52220 - Agricultu</b>	ral Supplies									
8658 - Kleindorfer's Hardware LLC	778341	18-straw bales (8)	Paid by EFT # 59033	:	05/14/2024	05/14/2024	05/24/2024		05/24/2024	56.00
			Acc	count <b>52220 - A</b>	gricultural Su	<b>pplies</b> Totals	Inv	oice Transactions	5 1	\$56.00



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 <b>189501 - Cemeteries</b>										
Account <b>52230 - Garage a</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KGM-F1JD- Y9NV	18-Reflective Triangles and Steel Time Capsule for Rose Hill/OPS	58927		05/14/2024	05/14/2024	, ,		05/24/2024	42.40
			Account 52	2230 - Garage	and Motor Su	<b>pplies</b> Totals	Inv	oice Transactions	5 1	\$42.40
Account <b>52420 - Other Su</b>		10 5 6	5 : 11 === "		05/44/0004	05/44/2024	05/04/000		05/24/2024	24.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KGM-F1JD- Y9NV	18-Reflective Triangles and Steel Time Capsule for Rose Hill/OPS			05/14/2024	05/14/2024	05/24/2024		05/24/2024	31.99
				Account <b>524</b>	20 - Other Su	<b>pplies</b> Totals	Inv	oice Transactions	5 1	\$31.99
Account 53990 - Other Ser										
3560 - First Financial Bank / Credit Cards	181316424	18- Notary Public License- Leyenbeck	Paid by Check # 78425		05/14/2024	05/14/2024	05/24/2024		05/24/2024	74.37
3560 - First Financial Bank / Credit Cards	3414424	18-IN State Police- Background Check- Notary Public Lic- Leyenbeck	Paid by Check # 78425		05/14/2024	05/14/2024	05/24/2024		05/24/2024	15.70
8804 - Michael T Gilbert (Monument Lettering Service LLC)	RHC4242024	18-Adding names to Scatter Garden Memorial (Holtzman)	Paid by EFT # 58997		05/14/2024	05/14/2024	05/24/2024		05/24/2024	290.00
		, ,	Account 53	990 - Other Se	ervices and Ch	narges Totals	Inv	oice Transactions	3	\$380.07
				Program 1	89501 - Ceme	teries Totals	Inv	oice Transactions	6	\$510.46
Program <b>189503 - Urban Forestry</b> Account <b>52220 - Agricultu</b>	ral Supplies									
52948 - Mays Greenhouse, LLC	33889	18- Urban Forestry Bagged Mulch for events/programs	Paid by EFT # 59049		05/14/2024	05/14/2024	05/24/2024		05/24/2024	104.85
		σ. σ	Acc	ount <b>52220 - A</b>	gricultural Su	<b>pplies</b> Totals	Inv	oice Transactions	1	\$104.85
Account 53910 - Dues and	Subscriptions									
3560 - First Financial Bank / Credit Cards	10165782165	18 - Sams Club Membership; Ream, Eads, Sims, Pedersen, Shrake, R	Paid by Check # 78425		05/14/2024	05/14/2024	05/24/2024		05/24/2024	45.00
			Accour	nt <b>53910 - Due</b>	s and Subscri	<b>ptions</b> Totals	Inv	oice Transactions	5 1	\$45.00
Account <b>53990 - Other Se</b>										
3735 - Bluestone Tree, INC.	14590	18-UF - hazard tree mitigation - 912 S. Westhill Ct.	Paid by EFT # 58955		05/14/2024	05/14/2024	05/24/2024		05/24/2024	2,960.00



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 (S Department 18 - Parks & Recreation Program 189503 - Urban Forestry Account 53990 - Other Ser	Ź	ges							
5239 - Mother Nature Landscaping, INC (Turf N'Tree MD)	8920	18-Urban Forestry- Emerald Ash Borer Injection Treatment- City Hal	Paid by Check # 78440	(	05/14/2024	05/14/2024	05/24/2024	05/24/2024	19,800.00
			Account 53	3990 - Other Se			Inv	oice Transactions 2	\$22,760.00
				Program <b>1895</b>				oice Transactions 4	\$22,909.85
				Department 18 -				oice Transactions 118	\$129,685.54
5 1004 B 1 1B N B 1			Fund <b>200 -</b> I	Parks and Recr	eation Gen (S	<b>1301</b> ) Totals	Inv	oice Transactions 118	\$129,685.54
Fund 201 - Parks and Rec Non Revertin Department 18 - Parks & Recreation Program 181001 - Health & Wellnes Account 52420 - Other Sup	s								
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NRR-PLMP- YWN7	18-Pool Towels and Drawstring Backpacks for All Kids Swim	Paid by EFT # 58927	<del>!</del>	05/14/2024	05/14/2024	05/24/2024	05/24/2024	229.83
		TOT All Rids SWITT		Account <b>524</b>	20 - Other Su	pplies Totals	Inv	oice Transactions 1	\$229.83
Account <b>53940 - Temporar</b>	y Contractual I	Employee							,
6110 - Darrelyn Valdez	050724	18 - Switchyard Park Fitness Instruction 5/7/24	Paid by EFT # 59136	ŧ	05/14/2024	05/14/2024	05/24/2024	05/24/2024	37.50
8156 - Jennifer Marie Weiss	050624	18 - Switchyard Park Fitness Instruction 5/6/24	Paid by EFT # 59144	ŧ	05/14/2024	05/14/2024	05/24/2024	05/24/2024	37.50
			count <b>53940</b> -	Temporary Co	ntractual Emp	<b>ployee</b> Totals	Inv	oice Transactions 2	\$75.00
			Pr	ogram <b>181001</b>	- Health & We	ellness Totals	Inv	oice Transactions 3	\$304.83
Program 182001 - Aquatics - Bryan									
Account <b>53990 - Other Ser</b>		3							
3560 - First Financial Bank / Credit Cards	9126489	18- ServSafe Manager Online Course C. Hamric	Paid by Check # 78425	<b>(</b>	05/14/2024	05/14/2024	05/24/2024	05/24/2024	179.00
3560 - First Financial Bank / Credit Cards	8295993	18- RYZER Aquatic LG Instructor Hamric-5/16- 5/17/24	Paid by Check # 78425	(	05/14/2024	05/14/2024	05/24/2024	05/24/2024	375.00
2895 - Rapid Reproductions, INC	116096	18-GigabitNow banner for Bryan Pool #1	Paid by EFT # 59088	ŧ	05/14/2024	05/14/2024	05/24/2024	05/24/2024	78.40
				3 <b>990 - Other Se</b> am <b>182001 - A</b> e		_		oice Transactions 3 oice Transactions 3	\$632.40 \$632.40



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 Reverti	ng									
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account <b>43220 - Facility I</b>		7 10 D C	D : 11 Cl 1		05/44/2024	05/44/2024	05/24/2024		05/24/2024	350.00
Thao Nelson	2024-00000927	/ 18-Retunds	Paid by Check # 78454		05/14/2024	05/14/2024	05/24/2024		05/24/2024	250.00
			# 70454	Account 432	20 - Facility R	entals Totals	Inv	oice Transactions	1	\$250.00
Account 52330 - Street , A	Alley, and Sewer	Material								7-22122
4072 - Acushnet Company	917974689	18-Women's Golf Socks	Paid by Check		05/14/2024	05/14/2024	05/24/2024		05/24/2024	80.24
		for resell	# 78421							
205 - City Of Bloomington	100697237	18 - Cascades Monarch			05/14/2024	05/14/2024	05/24/2024		05/24/2024	1,420.50
8155 - PepsiCo Beverage Sales, LLC	25757911	Beer 18 - Cascades Bottled	# 78424 Paid by EFT #		05/14/2024	05/14/2024	05/24/2024		05/24/2024	368.44
6133 - Fepsico beverage Sales, EEC	23/3/911	Drinks 5-6-24	59079		03/14/2024	03/14/2024	03/24/2024		03/24/2024	300.77
5819 - Synchrony Bank	2277	18-Snack bar items -	Paid by Check		05/14/2024	05/14/2024	05/24/2024		05/24/2024	572.18
		Cascades Golf Course	# 78448							
5010 C   D	0.44.6	5/8/24	D : 11 Cl 1		05/44/2024	05/44/2024	05/24/2024		05/24/2024	204.26
5819 - Synchrony Bank	0416	18-Snack bar items - Cascades Golf Course	Paid by Check # 78448		05/14/2024	05/14/2024	05/24/2024		05/24/2024	294.36
		5/1/2024	# 70110							
5819 - Synchrony Bank	5218	18-Snack bar items -	Paid by Check		05/14/2024	05/14/2024	05/24/2024		05/24/2024	402.48
		Cascades Golf Course	# 78 <del>44</del> 8							
24445 6 1164 777 116	220002270	5/3/24	D : 11 FFT #		05/44/2024	05/44/2024	05/24/2024		05/24/2024	F40.42
21145 - Sysco USA III, LLC	338983370	<ul><li>18 - Cascades Hotdogs, hamburgers,</li></ul>	59119		05/14/2024	05/14/2024	05/24/2024		05/24/2024	518.43
		condiments, lids	39119							
21145 - Sysco USA III, LLC	338989123	18-Cascades gluten	Paid by EFT #		05/14/2024	05/14/2024	05/24/2024		05/24/2024	88.23
		free hot dog buns	59119							
		Ac	count <b>52330</b> -					oice Transactions	-	\$3,744.86
D	- Cl			Program 183	3500 - Golf Se	ervices Totals	Inve	oice Transactions	9	\$3,994.86
Program <b>183501 - Golf Course - Pr</b> Account <b>52420 - Other Su</b>	-									
9184 - Midwest Equipment Distribution	56419	18 - Cascades Info Sign	Paid by FFT #		05/14/2024	05/14/2024	05/24/2024		05/24/2024	836.65
(Midwest Golf)	30419	Holders for Golf Carts			03/14/2024	03/14/2024	03/24/2024		03/24/2024	050.05
(				Account <b>524</b>	20 - Other Su	<b>pplies</b> Totals	Inv	oice Transactions	1	\$836.65
			Progran	1 <b>83501 - Go</b>	lf Course - Pro	Shop Totals	Inve	oice Transactions	1	\$836.65
Program 184501 - Youth Services-	Kid City Camps									
Account <b>52420 - Other Su</b>										
4549 - Kroger Limited Partnership I	092904	18-Kid City Counselor	Paid by Check		05/14/2024	05/14/2024	05/24/2024		05/24/2024	76.12
		in training orientation snacks	# 78439							
		SHACKS		Account <b>52</b> 4	20 - Other Su	nnlies Totals	Inv	oice Transactions	1	\$76.12
				. 100001110 92		PP.100 10tals	1114		-	Ψ, 3.12



			G				0". 5 .		
Vendor Fund 201 - Parks and Rec Non Revertir	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	! Invoice Amount
Department 18 - Parks & Recreation Program 184501 - Youth Services-k Account 53320 - Advertising	(id City Camps								
7815 - A&M Graphics (Baugh Fine Print and Mailing)	d 41965M	18-Kid City postcard print, address, mail #4,191	Paid by EFT # 58922		05/14/2024	05/14/2024	05/24/2024	05/24/2024	1,018.20
		F	Program <b>184501</b>		53320 - Advei ices-Kid City (	_		oice Transactions 1 oice Transactions 2	\$1,018.20 \$1,094.32
Program 185000 - Twin Lakes Recr	eation Center				,				1 /
Account <b>52310 - Building</b> I	Materials and S	upplies							
8658 - Kleindorfer's Hardware LLC	791831	18-toggle bolts, striping paint	Paid by EFT # 59033		05/14/2024	05/14/2024	05/24/2024	05/24/2024	37.56
		•	Account <b>52310</b>	- Building Ma	terials and Su	<b>pplies</b> Totals	Inv	oice Transactions 1	\$37.56
Account 53610 - Building I	Repairs								
53657 - Plymate, INC	3258651	18 - TLRC Entry Mats 5 -8-24	Paid by EFT # 59081		05/14/2024	05/14/2024	05/24/2024	05/24/2024	82.38
				Account <b>5361</b>	0 - Building R	<b>epairs</b> Totals	Inv	oice Transactions 1	\$82.38
Account <b>53650 - Other Re</b>									
392 - Koorsen Fire & Security, INC	IN00660201	18- TLRC - Fire System Backflow repair in outside pit	Paid by EFT # 59036		05/14/2024	05/14/2024	05/24/2024	05/24/2024	871.80
		outside pit		Account <b>53</b>	650 - Other R	<b>epairs</b> Totals	Inv	oice Transactions 1	\$871.80
			Program <b>18500</b>			-	Inv	oice Transactions 3	\$991.74
Program 185002 - TLRC-Health & V	Vellness								
Account 53940 - Tempora	ry Contractual I	Employee							
6161 - Morgan Ashley Banks	050924	18-TLRC Fitness Specialist	Paid by EFT # 58938		05/14/2024	05/14/2024	05/24/2024	05/24/2024	250.00
8271 - Morgan Brummett	050924	18-TLRC Fitness Specialist	Paid by EFT # 58958		05/14/2024	05/14/2024	05/24/2024	05/24/2024	93.75
8271 - Morgan Brummett	041924	18-TLRC Fitness Specialist	Paid by EFT # 58958		05/14/2024	05/14/2024	05/24/2024	05/24/2024	30.00
7276 - Kaitlyn Clementi	050824	18-TLRC Fitness Specialist	Paid by EFT # 58968		05/14/2024	05/14/2024	05/24/2024	05/24/2024	60.00
8370 - Alice M Day	043024	18-TLRC Fitness Specialist	Paid by EFT # 58975		05/14/2024	05/14/2024	05/24/2024	05/24/2024	62.50
13007 - Valeria A Decastro	051024	18-TLRC Fitness Specialist	Paid by EFT # 58976		05/14/2024	05/14/2024	05/24/2024	05/24/2024	210.00
5274 - Catherine T Gossett	051024	18-TLRC Fitness Specialist	Paid by EFT # 59000		05/14/2024	05/14/2024	05/24/2024	05/24/2024	350.00
8399 - Gustavus Alexus McLeod	050224	18-TLRC Fitness Specialist	Paid by EFT # 59052		05/14/2024	05/14/2024	05/24/2024	05/24/2024	93.75



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Fund 201 - Parks and Rec Non Rever								'		
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health 8										
Account 53940 - Tempo	rary Contractual I	Employee								
9212 - Siddhartha T McLeod	042524	18-TLRC Fitness Specialist	Paid by EFT # 59053		05/14/2024	05/14/2024	05/24/2024		05/24/2024	31.25
8894 - Matthew Thomas Moon	050224	18-TLRC Fitness Specialist	Paid by EFT # 59062		05/14/2024	05/14/2024	05/24/2024		05/24/2024	90.00
1973 - Megan M Stark	051024	18-TLRC Fitness	Paid by EFT #		05/14/2024	05/14/2024	05/24/2024		05/24/2024	495.00
8184 - Emily E Tally	050924	Specialist 18-TLRC Fitness	59116 Paid by EFT #		05/14/2024	05/14/2024	05/24/2024		05/24/2024	187.50
9222 - Skyler Wildfong	050824	Specialist 18-TLRC Fitness	59121 Paid by EFT #		05/14/2024	05/14/2024	05/24/2024		05/24/2024	150.00
		Specialist A	59147 ccount <b>53940 -</b>					oice Transactions		\$2,103.75
D 405005 TIRGS			Program 1	L85002 - TLRC	-Health & We	eliness Totals	Invo	oice Transactions	13	\$2,103.75
Program 185006 - TLRC-Concess										
Account <b>53610 - Buildin</b>		10 TIDG1(1) I	D : 11 FFT #		05/44/2024	05/44/2024	05/24/2024		05/24/2024	254.02
392 - Koorsen Fire & Security, INC	IN00661956	18 - TLRC Kitchen Exhaust Hood Inspection	Paid by EFT # 59036		05/14/2024	05/14/2024	05/24/2024		05/24/2024	254.03
		mspection		Account <b>5361</b>	0 - Building R	epairs Totals	Inve	oice Transactions	1	\$254.03
			Pro	gram <b>185006</b>	_	•		oice Transactions		\$254.03
Program 186500 - Community Ev	ents			9						1-2
Account <b>52420 - Other S</b>										
8541 - Amazon.com Sales, INC	1HRN-TDGR-	18-Pit Balls, Neon Sign	, Paid by EFT #		05/14/2024	05/14/2024	05/24/2024		05/24/2024	342.92
(Amazon.com Services LLC)	V7K4	Backdrops, Props for Escape Room (CE)	58927		, ,	, ,			. ,	
9148 - Office Easel LLC	106973A	18-reusable tote bags branded for 2024 50+ Expo #500	Paid by EFT # 59071		05/14/2024	05/14/2024	05/24/2024		05/24/2024	700.00
5099 - Office Three Sixty, INC	2885267	18-Laminating Sheets, Pens, and Calculator	Paid by EFT # 59072		05/14/2024	05/14/2024	05/24/2024		05/24/2024	121.22
5819 - Synchrony Bank	6889 043024	Tape for Admin and C 18 - Chocolate bars,	Paid by Check		05/14/2024	05/14/2024	05/24/2024		05/24/2024	128.90
		cardstock- event supplies	# 784 <del>4</del> 8							
5819 - Synchrony Bank	8970	18- Performing Art Series Totes (2)	Paid by Check # 78448		05/14/2024	05/14/2024	05/24/2024		05/24/2024	17.96
		Series rotes (2)	<i>" 70110</i>	Account <b>524</b>	20 - Other Su	pplies Totals	Invo	oice Transactions	5	\$1,311.00
Account 53230 - Travel					2 23.0.00				-	+ = /5 = = 100
2019 - Leslie Brinson	IPRA-4.2024	18-per diem reimb-	Paid by EFT #		05/14/2024	05/14/2024	05/24/2024		05/24/2024	31.00
2013 Econe Division	11.00 1.202 1	IPRA Leadership Summit-Avon-4/24- 4/25	58957		55/11/2021	33/11/2021	55/ Z 1/ Z0Z 1		00,21,2021	31.00



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	g									
Department 18 - Parks & Recreation	_									
Program 186500 - Community Event	ts									
Account <b>53230 - Travel</b> 3560 - First Financial Bank / Credit Cards	54114691	18- Hampton Inn	Paid by Check		05/14/2024	05/14/2024	05/24/2024		05/24/2024	123.05
5500 - FIISt Filidificial Balik / Credit Cards	54114091	(Higgins) IPRA Training -4/24/24-Avon, IN			03/14/2024	05/14/2024	05/24/2024	•	05/24/2024	123.05
720 - Rebecca R Higgins	IPRA-4.2024	18-per diem reimb- IPRA Conf Leadership Summit-4/24-4/25	Paid by Check # 78431		05/14/2024	05/14/2024	05/24/2024	į.	05/24/2024	36.00
19638 - William J Ream	IPRA-4.2024	18-per diem reimb- IPRA Leadership Summit-Avon-4/24- 4/25	Paid by EFT # 59089		05/14/2024	05/14/2024	05/24/2024	i .	05/24/2024	31.00
6684 - Crystal Ritter	IPRA-4.2024	18-per diem reimb- IPRA Leadership Summit-Avon-4/24- 4/25	Paid by EFT # 59095		05/14/2024	05/14/2024	05/24/2024	ŀ	05/24/2024	31.00
		•		Acc	count <b>53230 -</b> '	Travel Totals	Inv	oice Transactions	5	\$252.05
Account 53320 - Advertisin										
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1240439654	18-30-sec spots for Childrens Expo 2024 on WBWB #15-April	Paid by EFT # 59109		05/14/2024	05/14/2024	05/24/2024	Į.	05/24/2024	375.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1240439716	18-30-sec spots for Childrens Expo 2024 on WHCC #15-April	Paid by EFT # 59109		05/14/2024	05/14/2024	05/24/2024	ŀ	05/24/2024	375.00
		Wilee # 15 April		Account	53320 - Adver	rtising Totals	Inv	oice Transactions	2	\$750.00
Account 53990 - Other Serv	vices and Charg	es								·
9251 - Brad Lake (DJ Brad Lake)	0010	18-Performance-DJ Brad Lake at the Celestial Celebration- 4/6	Paid by EFT # 59038		05/14/2024	05/14/2024	05/24/2024	·	05/24/2024	400.00
		•	Account 53	990 - Other Se	ervices and Ch	arges Totals	Inv	oice Transactions	1	\$400.00
			Pro	gram <b>186500 -</b>	- Community E	vents Totals	Inv	oice Transactions	13	\$2,713.05
Program 186502 - Community Event										
Account <b>52420 - Other Sup</b>	-	10.0.1	B : 11 FFT "		05/44/2024	05/44/2024	05/24/2024		05/24/2024	126.00
8361 - Blooming Shrooms, LLC	000019	18- Oyster mushroom blocks for garden class	Paid by EFT # 58947		05/14/2024	05/14/2024	, ,		05/24/2024	136.00
					120 - Other Su			oice Transactions		\$136.00
Durant 400F03 Commun '' F	. F	d b	Program <b>186</b> !	502 - Commur	nity Events-Ga	irdens Totals	Inv	oice Transactions	1	\$136.00
Program <b>186503 - Community Even</b> Account <b>47230 - Gift Certif</b>		кет								
4417 - Maria Carlassare (Piccoli Dolci, INC)		18-Market Bucks and	Paid by EFT #		05/14/2024	05/14/2024	05/24/2024	l.	05/24/2024	30.00
	3300	Gift Certificates	58963		33/ ± 1/202 T	33/ 1 1/ ZUZT	33, 2 1, 2027		33/21/2021	50.00
		Gift Certificates	58963							



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 Revertin	g								
Department 18 - Parks & Recreation									
Program <b>186503 - Community Even</b>		arket							
Account 47230 - Gift Certif	icate								
4360 - Earth Song Farm, LLC	3570	18-Market Bucks and Gift Certificates	Paid by EFT # 58980		05/14/2024	05/14/2024	05/24/2024	05/24/2024	295.00
52276 - Hunter's Honey Farm	3567	18-Market Bucks and Gift Certificates	Paid by EFT # 59016		05/14/2024	05/14/2024	05/24/2024	05/24/2024	60.00
52276 - Hunter's Honey Farm	3576	18-Market Bucks and Gift Certificates	Paid by EFT # 59016		05/14/2024	05/14/2024	05/24/2024	05/24/2024	40.00
8923 - Sara McGaha	3565	18-Gift Certificates	Paid by EFT # 59050		05/14/2024	05/14/2024	05/24/2024	05/24/2024	55.00
8923 - Sara McGaha	3572	18-Market Bucks and Gift Certificates	Paid by EFT # 59050		05/14/2024	05/14/2024	05/24/2024	05/24/2024	5.00
7356 - John A McMahan	3564	18-Market Bucks and Gift Certificates	Paid by EFT # 59054		05/14/2024	05/14/2024	05/24/2024	05/24/2024	80.00
9293 - Poole Mill Produce	3578	18-Market Bucks and Gift Certificates	Paid by EFT # 59082		05/14/2024	05/14/2024	05/24/2024	05/24/2024	5.00
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	3566	18-Market Bucks and Gift Certificates	Paid by EFT # 59100		05/14/2024	05/14/2024	05/24/2024	05/24/2024	30.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3575	18-Market Bucks and Gift Certificates	Paid by EFT # 59106		05/14/2024	05/14/2024	05/24/2024	05/24/2024	140.00
6623 - Twilight Dairy, LLC	3569	18-Market Bucks and Gift Certificates	Paid by EFT # 59132		05/14/2024	05/14/2024	05/24/2024	05/24/2024	105.00
5159 - Timothy A Vanzant	3574	18-Market Bucks and Gift Certificates	Paid by EFT # 59137		05/14/2024	05/14/2024	05/24/2024	05/24/2024	50.00
				Account 472	230 - Gift Certi	ificate Totals	Invo	oice Transactions 12	\$895.00
Account 47240 - EBT Marke	et Bucks								
4417 - Maria Carlassare (Piccoli Dolci, INC)	3568	18-Market Bucks and Gift Certificates	Paid by EFT # 58963		05/14/2024	05/14/2024	05/24/2024	05/24/2024	24.00
4360 - Earth Song Farm, LLC	3570	18-Market Bucks and Gift Certificates	Paid by EFT # 58980		05/14/2024	05/14/2024	05/24/2024	05/24/2024	123.00
52276 - Hunter's Honey Farm	3567	18-Market Bucks and Gift Certificates	Paid by EFT # 59016		05/14/2024	05/14/2024	05/24/2024	05/24/2024	18.00
52276 - Hunter's Honey Farm	3576	18-Market Bucks and Gift Certificates	Paid by EFT # 59016		05/14/2024	05/14/2024	05/24/2024	05/24/2024	9.00
8923 - Sara McGaha	3572	18-Market Bucks and Gift Certificates	Paid by EFT # 59050		05/14/2024	05/14/2024	05/24/2024	05/24/2024	9.00
7356 - John A McMahan	3564	18-Market Bucks and Gift Certificates	Paid by EFT # 59054		05/14/2024	05/14/2024	05/24/2024	05/24/2024	18.00
9293 - Poole Mill Produce	3578	18-Market Bucks and Gift Certificates	Paid by EFT # 59082		05/14/2024	05/14/2024	05/24/2024	05/24/2024	33.00
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	3566	18-Market Bucks and Gift Certificates	Paid by EFT # 59100		05/14/2024	05/14/2024	05/24/2024	05/24/2024	24.00
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	3577	18-Market Bucks	Paid by EFT # 59100		05/14/2024	05/14/2024	05/24/2024	05/24/2024	39.00



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Fund 201 - Parks and Rec Non Revert	9									
Department 18 - Parks & Recreation										
Program 186503 - Community Eve		rket								
Account 47240 - EBT Mai		10 Maylot Duals and	Deid by CCT #		05/14/2024	05/14/2024	05/24/202/	•	05/24/2024	CC 00
6495 - Kyle S Smith (Wilderlove Farm, LLC	J) 35/5	18-Market Bucks and Gift Certificates	Paid by EFT # 59106		05/14/2024	05/14/2024	05/24/2024	ł	05/24/2024	66.00
6623 - Twilight Dairy, LLC	3569	18-Market Bucks and Gift Certificates	Paid by EFT # 59132		05/14/2024	05/14/2024	05/24/2024	ł	05/24/2024	123.00
5159 - Timothy A Vanzant	3574	18-Market Bucks and Gift Certificates	Paid by EFT # 59137		05/14/2024	05/14/2024	05/24/2024	ŀ	05/24/2024	24.00
				Account <b>47240</b>	- EBT Market	<b>Bucks</b> Totals	Inv	oice Transactions	12	\$510.00
Account <b>52420 - Other S</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WDM-RM46- DDLL	18 Charger Storage Bank for Farmers' Market Laptop	Paid by EFT # 58927		05/14/2024	05/14/2024	05/24/2024	ł	05/24/2024	170.99
5099 - Office Three Sixty, INC	2861297	18-Laminating Paper for Community Garde	Paid by EFT # ns 59072		05/14/2024	05/14/2024	05/24/2024	ł	05/24/2024	15.89
				Account <b>524</b>	20 - Other Su	<b>pplies</b> Totals	Inv	oice Transactions	2	\$186.88
Account 53990 - Other Se	ervices and Char	ges								
9018 - Jonathan Perron	050424	18- Farmers Market 1 hr performance-5-4-2	4 59080 <sup>°</sup>			05/14/2024	05/24/2024	ŀ	05/24/2024	150.00
				990 - Other Se				oice Transactions		\$150.00
	61 11	Progr	ram <b>186503 - Co</b>	mmunity Ever	its-Farmers' M	<b>1arket</b> Totals	Inv	oice Transactions	27	\$1,741.88
Program 187001 - Adult Sports-So		Sanatana								
Account <b>53940 - Tempor</b> 20105 - Brandon B Chambers	050524	18-Adult Softball	Paid by EFT # 58966		05/14/2024	05/14/2024	05/24/2024	ł	05/24/2024	50.00
17565 - Michael B Hicks (Contractual)	050524	Umpire 18-Adult Softball Umpire	Paid by EFT # 59007		05/14/2024	05/14/2024	05/24/2024	ŀ	05/24/2024	425.00
7758 - Timothy R Louis	050224	18-Adult Softball Umpire	Paid by EFT # 59045		05/14/2024	05/14/2024	05/24/2024	ł	05/24/2024	400.00
557 - Vicki Lynn Minder	050524	18-Adult Softball Umpire	Paid by EFT # 59059		05/14/2024	05/14/2024	05/24/2024	ł	05/24/2024	400.00
7410 - Michelle Riester	050124	18-Adult Softball Umpire	Paid by EFT # 59094		05/14/2024	05/14/2024	05/24/2024	ŀ	05/24/2024	300.00
6526 - Craig T Sparks	050124	18-Adult Softball Umpire	Paid by EFT # 59111		05/14/2024	05/14/2024	05/24/2024	ł	05/24/2024	200.00
6470 - Adriann Nicole Wilson	042824	18-Adult Softball Umpire	Paid by EFT # 59148		05/14/2024	05/14/2024	, ,		05/24/2024	75.00
			Account <b>53940 -</b>		-			oice Transactions		\$1,850.00
			Progra	am <b>187001 - A</b>	dult Sports-So	oftball Totals	Inv	oice Transactions	7	\$1,850.00



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Fund 201 - Parks and Rec Non Reverting	ng									
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Prop	-									
Account <b>53990 - Other Se</b>		-								
6330 - Marshall Security LLC	3351	18 Security for Solar Eclipse	Paid by EFT # 59048	<del>!</del>	05/14/2024	05/14/2024	, ,		05/24/2024	1,245.00
				3990 - Other Se		_		oice Transactions		\$1,245.00
			Prog	ram <b>189006 - S</b>	Switchyard Pro	operty Totals	Inv	oice Transactions	5 1	\$1,245.00
Program <b>189503 - Urban Forestry</b>										
Account <b>52220 - Agricultu</b>										
4713 - Canopy Gardens, INC (Bloomington Valley Nursery)	17471	18- Urban Forestry - 2 Dogwood Memorial Trees	Paid by Check # 78422		05/14/2024	05/14/2024	05/24/2024	Į.	05/24/2024	479.90
52948 - Mays Greenhouse, LLC	33899	18- Urban Forestry - Potting Soil for Tree Seedlings	Paid by EFT # 59049	:	05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	390.83
		Seedings	Δα	ount <b>52220 - A</b>	aricultural Su	innlies Totals	Inv	oice Transactions	. 2	\$870.73
Account <b>52420 - Other Su</b>	nnlies		Acc	COUNTY SEE SEE	gricultural 3d	ipplies rotals	1110	OICC Transactions	, 2	ψ0/0./3
5819 - Synchrony Bank	9160	18-Urban Forestry	Paid by Check		05/14/2024	05/14/2024	05/24/2024	4	05/24/2024	62.98
Sold Synchrony Bulk	3100	Events; water, snacks, Lysol		•	03/11/2021	03/11/2021	03/2 1/202	'	03/21/2021	02.30
		=/		Account <b>524</b>	20 - Other Su	<b>ipplies</b> Totals	Inv	oice Transactions	5 1	\$62.98
				Program 1895	03 - Urban Fo	<b>prestry</b> Totals	Inv	oice Transactions	3	\$933.71
Program <b>G21015 - 2021-2024 Leon</b>	ard Sp Nature	Days								
Account <b>52420 - Other Su</b>	pplies									
5296 - The Acorn Group, INC	471771A	18- (4) Plush Birds & (1) Tree Ring Kit for LSND	Paid by EFT # 59124	:	05/14/2024	05/14/2024	05/24/2024	‡	05/24/2024	243.93
				Account <b>524</b>	20 - Other Su	<b>ipplies</b> Totals	Inv	oice Transactions	5 1	\$243.93
		Progra	m <b>G21015 - 2</b> 0	021-2024 Leon	ard Sp Nature	e Days Totals	Inv	oice Transactions	5 1	\$243.93
Program <b>G23014 - 2023-24 Griffy N</b> Account <b>52420 - Other Su</b>	-									
5296 - The Acorn Group, INC	472012A	18- (3) Microscopes (GLND)	Paid by EFT # 59124	<del>!</del>	05/14/2024	05/14/2024	05/24/2024	1	05/24/2024	461.84
				Account <b>524</b>	20 - Other Su	<b>ipplies</b> Totals	Inv	oice Transactions	5 1	\$461.84
				3014 - 2023-24				oice Transactions	· <del>-</del>	\$461.84
				Department 18 -				oice Transactions		\$19,537.99
			Fund 2	201 - Parks and	Rec Non Rev			oice Transactions		\$19,537.99
						Grand Totals	Inv	oice Transactions	5 208	\$329,737.53

### **REGISTER OF CLAIMS**

**Board: Parks & Recreation Claim Register** 

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
05/24/24	l Claims				\$329,737.5
					\$329,737.53
		ALLOWANCE OF CL	AIMS		
	aims listed on the foregoing register of claims not allowed as shown on the \$329,737.53		v allowed in the 5/24/2024		
Dated this day	of year of 20				
I herby certify that each o accordance with IC 5-11-1	f the above listed voucher(s) or bill(s) 0-1.6.	) is (are) true and correct and I h	nave audited same in		
	F	Fiscal Office			



# **Journal Edit Listing**

Sort By Entry

	, ,							
De	epartment	Number	Journal Type Sub Ledge	r G/L Date	Description	Source R	eference Reclassifica	ntion Journal Type
Pa	rks - Parks & Re	creation 2024-00006654	JE GL	05/02/2024	Expense Transfer			
	G/L Date	G/L Account Number	Account Description	Des	cription	Source	Debit Amount	Credit Amount
	05/02/2024	201-18-186507-52420	Other Supplies	Exp	ense Transfer		.00	38.00
	05/02/2024	201-18-186500-52420	Other Supplies	Exp	ense Transfer		38.00	.00
						Number of Entries: 2	\$38.00	\$38.00



# **Journal Edit Listing**

Sort By Entry

	,										
Depar	tment		Number	Journal Typ	e Sub Ledger	G/L Date	Description	Source	Reference	Reclassifi	cation Journal Type
Parks	- Parks & Re	ecreation	2024-00006652	BA	GL	05/02/2024	Budget Amendment				
(	G/L Date	G/L Accour	nt Number	Account Descri	ntion	Des	cription	Source		Increase Amount	Decrease Amount
_	05/02/2024	201-18-184		Other Services			get Amendment	300/66		2,000.00	.00
	05/02/2024		500-53310	Printing	and Charges		get Amendment			1,290.00	.00
	, .						•			,	
U	05/02/2024	201-18-G20	JU1U-52 <del>4</del> 2U	Other Supplies		Buu	get Amendment			2,307.30	.00
								Number of Entries: 3		\$5,597.30	\$.00

REVENUES AND EXPENSES	: COMPARIS	ON REPORT					
Expenses April 2024	2023 Total Expense Budget	2023 Expenses as of December	2023 Expenses as of April	2023 % of Expenses	2024 Total Expense Budget	2024 Expenses as of April	2024 % of Expenses
General Fund							
Administration	844,049	853,088	488,936	57.31%	967,553	353,775	36.56%
Health & Wellness	93,493	83,186	18,950	22.78%	96,485	26,840	27.82%
Community Relations	540,874	461,814	127,551	27.62%	526,904	90,913	24.21%
Aquatics	451,892	417,982	19,758	4.73%	515,687	42,680	8.28%
Frank Southern Center	425,242	378,088	134,100	35.47%	476,556	129,590	27.19%
Golf Services	915,889	898,604	229,769	25.57%	1,121,282	237,908	21.22%
Natural Resources	534,405	453,186	102,606	22.64%	489,686	84,564	17.27%
Youth Programs	82,763	78,331	26,370	33.66%	87,236	21,431	24.57%
TLRC	315,143	303,937	104,127	34.26%	336,480	81,945	24.35%
Community Events	567,876	508,921	163,541	32.13%	586,536	113,833	19.41%
Adult Sports	294,196	248,996	66,119	26.55%	280,961	53,080	18.89%
Youth Sports	311,917	327,200	66,786	20.41%	341,796	71,941	21.05%
BBCC	453,306	377,717	103,086	27.29%	456,923	92,030	20.14%
Inclusive Recreation	137,174	95,099	22,107	23.25%	105,704	20,138	19.05%
Operations	2,347,357	2,074,760	553,804	26.69%	2,300,690	497,188	21.61%
Switchyard Property	859,828	678,090	146,398	21.59%	1,104,528	170,388	15.43%
Urban Greenspace	1,061,503	889,220	200,169	22.51%	1,198,072	168,987	14.10%
Cemeteries	256,422	235,083	54,455	23.16%	243,032	41,178	16.94%
Urban Forestry	660,133	446,354	166,367	37.27%	697,586	219,216	31.42%
General Fund total:	11,153,462	9,809,658	2,794,998	28.49%	11,933,697	2,517,625	21.10%

	2023 Total	2023	2023		2024 Total	2024	
	Expense	Expenses as	Expenses as	2023 % of	Expense	Expenses as	2024 % of
Expenses April 2024	Budget	of December	of April	Expenses	Budget	of April	Expenses
Non-Reverting Fund							
Administration	17,168	8,202	5,701	69.51%	19,400	2,530	13.04%
Health & Wellness	6,487	27,218	414	1.52%	5,925	2,371	40.02%
Community Relations	5,350	2,185	588	26.91%	5,350	1,544	28.85%
Aquatics	76,595	80,959	1,536	1.90%	94,712	906	0.96%
Frank Southern Center	89,833	79,277	34,729	43.81%	116,963	31,995	27.35%
Golf Services	154,313	177,681	55,316	31.13%	163,535	62,835	38.42%
Natural Resources	46,850	28,568	9,393	32.88%	46,850	26,601	56.78%
Youth Programs	166,839	168,760	9,554	5.66%	171,747	13,163	7.66%
*TLRC - day to day	650,779	584,660	203,967	34.89%	877,333	410,149	46.75%
Community Events	144,879	147,200	25,749	17.49%	149,792	24,903	16.62%
Adult Sports	110,335	82,805	30,662	37.03%	90,505	4,568	5.05%
Youth Sports	9,752	9,302	3,152	33.89%	935	2,601	278.12%
BBCC	4,560	685	88	12.91%	5,960	19	0.32%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%
Operations	572,425	816,430	692,900	84.87%	53,340	15,225	28.54%
Dog Park	36,635	0	0	0.00%	0	0	0.00%
Switchyard	0	41,312	6,525	15.79%	36,185	5,246	14.50%
Urban Forestry	12,850	16,577	2,860	17.25%	14,800	6,465	43.68%
N-R Fund subtotal:	2,105,650	2,271,819	1,083,136	47.68%	1,853,333	611,119	32.97%
TLRC - bond	474,012	474,013	231,406	48.82%	482,912	238,506	49.39%
N-R Fund total:	2,579,662	2,745,832	1,314,543	47.87%	2,336,245	849,625	36.37%

Expenses April 2024	2023 Total Expense Budget	2023 Expenses as of December	2023 Expenses as of April	2023 % of Expenses	2024 Total Expense Budget	2024 Expenses as of April	2024 % of Expenses
Other Misc Funds							
23-24 MCCSC 21st Com Learn						18,952	
2022-2023 MCCSC 21st Century			13,677				
Storm Response Plan			473				
Banneker Nature Days			377				
Leonard Sp Nature Days						342	
Griffy Nature Days						396	
Other Misc Funds total:	0	0	14,527	0.00%	0	19,689	
TOTAL ALL FUNDS	13,733,124	9,537,723	4,124,068	43.24%	14,269,942	3,386,940	23.73%

PARKS AND RECREATION	REVENUES	AND EXPEN	ISES: COMF	PARISON RE	PORT		
Revenue April2024	2023 Projected Revenue	2023 Revenue as of December	2023 Revenue as of April	2023 % of Revenue Collected to date	2024 Projected Revenue for year	2024 Revenue as of April	2024 % of Revenue Collected to date
General Fund							
Taxes/Misc Revenue	8,138,119	7,932,631	0	0.00%	8,342,431	0	0.00%
Administration	400	435	60	13.79%	766,400	2,362	0.31%
Community Relations	0	0	0	0.00%	0	0	0.00%
Aquatics	188,000	212,859	0	0.00%	206,000	0	0.00%
Frank Southern	225,000	214,755	127,897	59.55%	199,500	126,812	63.56%
Golf Services	701,000	1,034,409	202,704	19.60%	766,000	211,250	27.58%
Natural Resources	0	0	0	0.00%	0	0	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%
Community Events	14,000	14,485	7,075	26.55%	14,800	11,499	77.70%
Adult Sports	32,000	26,650	13,105	49.17%	32,000	0	0.00%
Youth Sports	39,000	50,380	287	0.57%	6,000	372	6.21%
BBCC	18,000	19,988	8,769	43.87%	19,260	10,955	56.88%
Operations	0	29	0	0.00%	0	0	0.00%
Urban Greenspace	0	0	0	0.00%	0	0	0.00%
Cemeteries	42,000	49,850	15,550	31.19%	43,375	11,375	26.22%
Urban Forestry	0	0	0	0.00%	0	0	0.00%
Subtotal Program Rev	1,259,400	1,623,840	375,448	23.12%	2,053,335	374,625	18.24%
General Fund Total	9,397,519	9,556,470	375,448	3.93%	10,395,766	374,625	3.60%

Revenue April2024	2023 Projected Revenue	2023 Revenue as of December	2023 Revenue as of April	2023 % of Revenue Collected to date	2024 Projected Revenue for year	2024 Revenue as of April	2024 % of Revenue Collected to date
Non-Reverting Fund							
Administration	35,000	43,681	18,871	43.20%	35,600	13,974	39.25%
Health & Wellness	8,150	30,029	850	2.83%	13,400	3,262	24.34%
Community Relations	3,000	5,005	1,150	22.98%	3,000	1,820	60.67%
Aquatics	82,500	97,094	11,975	12.33%	83,800	12,341	14.73%
Frank Southern	55,000	97,406	16,945	17.40%	84,550	20,547	24.30%
Golf Services	180,500	276,817	59,957	21.66%	184,500	71,143	38.56%
Natural Resources	71,400	78,273	4,909	6.27%	71,400	8,072	11.31%
Youth Programs	170,000	176,073	117,570	66.77%	174,500	114,569	65.66%
*TLRC -Operational	725,749	932,059	348,224	37.36%	902,598	337,118	37.35%
Community Events	144,800	162,486	87,653	53.95%	145,000	104,458	72.04%
Adult Sports	88,500	71,883	17,311	24.08%	95,000	22,085	23.25%
Youth Sports	8,000	3,613	0	0.00%	45,350	220	0.49%
BBCC	4,800	8,587	6,420	74.76%	7,200	9,260	128.61%
Operations	69,940	855,475	709,769	82.97%	82,440	28,562	34.65%
Dog Park	400	0	0	0.00%	400	50	12.50%
Switchyard	42,500	81,886	26,307	32.13%	60,000	25,883	43.14%
Urban Greenspace	0	0	0	0.00%	0	0	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%
Urban Forestery	14,600	70,390	58,700	83.39%	23,600	10,700	45.34%
N-R Fund subtotal:	1,704,839	2,990,757	1,486,610	49.71%	2,012,338	784,064	38.96%

Revenue April2024	2023 Projected Revenue	2023 Revenue as of December		2023 % of Revenue Collected to date	2024 Projected Revenue for year	2024 Revenue as of April	2024 % of Revenue Collected to date
Other Misc Funds							
G23-24 MCCSC 21st Com			4,820			16,767	
22-23 MCCSC 21st Cent							
Duke Power Line						24,875	
Rosehill Trust			668			1,035	
Other Misc Funds total:	0	0	5,488		0	42,676	

TOTAL ALL FUNDS	11,102,358	12,547,227	1,867,546	14.88%	12,408,104	1,201,366	9.68%
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2024 Non-Reverting Cash Balances	1	2	3	4	5	6	7
Area	Beginning Balance 1/1/2024	Revenue as of 04/30/2024	Other Misc. Revenue	Expenses as of 04/30/2024	Expenses from RESERVE* (see explanation below)	Total Current Year Over/Under (does not include expenses taken from RESERVE)	Total Accumulated Balance (Amount)
Administration	462,925.69	13,974.30		2,529.53		11,444.77	474,370.46
Health & Wellness	19,064.56	3,262.00		2,371.26		890.74	19,955.30
Community Relations	45,139.67	1,820.00		1,543.51		276.49	45,416.16
Aquatics	389,800.16	12,340.75		905.54		11,435.21	401,235.37
Frank Southern Center	193,784.70	20,546.60		31,995.31		(11,448.71)	182,335.99
Golf Course	437,369.59	71,142.52		62,834.57		8,307.95	445,677.54
Natural Resources	410,946.23	8,072.25		26,601.09		(18,528.84)	392,417.39
Allison Jukebox	338,641.63	114,569.20		13,162.86		101,406.34	440,047.97
TLRC	(3,191,149.56)	305,351.67		648,655.43		(343,303.76)	(3,534,453.32)
TLRC Reserve	918,675.92	31,766.44		0.00		31,766.44	950,442.36
Community Events	540,885.34	104,457.98		24,902.50		79,555.48	620,440.82
Adult Sports	4,610.17	22,085.41		4,567.58		17,517.83	22,128.00
Youth Sports	(6,174.91)	220.00		2,600.96		(2,380.96)	(8,555.87)
Skate Park	22,417.65	0		0.00		0.00	22,417.65
Benjamin Banneker Comm Center	59,588.47	9,260.02		19.04		9,240.98	68,829.45
Operations	322,273.02	28,562.32		15,224.64		13,337.68	335,610.70
Dog Park	5,993.79	50.00		0.00		50.00	6,043.79
Switchyard Property	336,893.28	25,883.03		5,246.24		20,636.79	357,530.07
Urban Greenspace	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	103,230.13	10,700.00		6,464.72		4,235.28	107,465.41
TOTALS	1,429,866.89	784,064.49	0.00	849,624.78	0.00	(65,560.29)	1,364,306.60

(65,560.29)

ACTUAL INCREASE DECREASE
FOR THE CURRENT
FISCAL YEAR

### **Refund Listing Report**

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
04/01/2024	2495506	6	AR	250210_A	Yoga for All (250210-A)	Refund Now	grabowsm	95.00	0.00	95.00
04/01/2024	2495506	6	AR	250210_A 250210_B	Yoga for All (250210-A)	Refund Now	grabowsm	95.00	0.00	95.00
04/01/2024	2495506	6	AR	250210_B 250211 A	ZUMBA (250211-A)	Refund Now	grabowsm	95.00	0.00	95.00
04/01/2024	2495506	6	AR	250211_A 250211_B	ZUMBA (250211-A)	Refund Now	grabowsm	95.00	0.00	95.00
04/03/2024	2496476	6	AR	165202_B	Willie Streeter - Small Plot (165202-B	Refund Now	grabowsm	45.00	0.00	45.00
04/03/2024	2496543	5	AR	235003_A	First Tee of Bloomington (235003-A)	Refund Now	michele.wilson	135.00	0.00	135.00
04/03/2024	2496543	5	AR	235003_A 235003_B	First Tee of Bloomington (235003-A)	Refund Now	michele.wilson	135.00	0.00	135.00
04/03/2024	2496543	5	AR	235003_B 235003 C	First Tee of Bloomington (235003-B)	Refund Now	michele.wilson	135.00	0.00	135.00
04/03/2024	2499773	5 6	AR	235003_C 235003_F	First Tee of Bloomington (235003-C)	Refund Now		135.00	0.00	135.00
04/09/2024	2499773	6	AR				grabowsm	135.00		135.00
		_		235003_F	First Tee of Bloomington (235003-F)	Refund Now	grabowsm		0.00	
04/10/2024	2500511	5	FR	SHELT_WINSP_	Winslow Woods Shelter on 04/27/202		michele.wilson	77.00	0.00	77.00
04/10/2024	2500564	5	FR	SHELT_CASPK_	Waterfall Shelter on 04/28/2024 at 6:	Refund Now	michele.wilson	87.00	0.00	87.00
04/11/2024	2501072	6	FR			Refund Now	grabowsm	600.00	0.00	600.00
04/15/2024	2503216	5	FR	SHELT_THMPK_	RCA Small Shelter on 05/18/2024 at	Refund Now	michele.wilson	62.00	0.00	62.00
04/15/2024	2503433	6	PSS	5750	BBCC Rental (5750)	Refund Now	grabowsm	135.00	0.00	135.00
04/23/2024	2509149	6	AR	245002_I	All Levels (245002-I)	Refund Now	grabowsm	230.00	0.00	230.00
04/23/2024	2509149	6	AR	245002_l	All Levels (245002-I)	Refund Now	grabowsm	250.00	0.00	250.00
04/24/2024	2509643	6	AR	140019_A	Griffy Glow Float (140019-A)	Refund Now	grabowsm	10.00	0.00	10.00
04/24/2024	2509643	6	AR	140019_A	Griffy Glow Float (140019-A)	Refund Now	grabowsm	20.00	0.00	20.00
04/24/2024	2509643	6	AR	140019_A	Griffy Glow Float (140019-A)	Refund Now	grabowsm	20.00	0.00	20.00
04/24/2024	2509643	6	AR	140019_A	Griffy Glow Float (140019-A)	Refund Now	grabowsm	20.00	0.00	20.00
04/24/2024	2509643	6	AR	140019_A	Griffy Glow Float (140019-A)	Refund Now	grabowsm	20.00	0.00	20.00
04/24/2024	2509643	6	AR	140019_A	Griffy Glow Float (140019-A)	Refund Now	grabowsm	20.00	0.00	20.00
04/24/2024	2509822	6	FR	COURT_TLRC_c	Court 5 on 04/27/2024 at 8:00am to	Refund Now	grabowsm	390.00	0.00	390.00
04/24/2024	2509822	6	FR	COURT_TLRC_c	Court 5 on 04/28/2024 at 8:00am to	Refund Now	grabowsm	300.00	0.00	300.00
04/24/2024	2509854	6	FR	COURT_TLRC_C	Court 1 on 04/28/2024 at 6:30pm to	Refund Now	grabowsm	60.00	0.00	60.00
04/24/2024	2509854	6	FR	COURT_TLRC_c	Court 2 on 04/28/2024 at 6:30pm to	Refund Now	grabowsm	60.00	0.00	60.00
04/24/2024	2509882	6	AR	140017_A	Full Moon Night Hike (140017-A)	Refund Now	grabowsm	5.00	0.00	5.00
04/24/2024	2509882	6	AR	140015 A	Sunrise Paddle (140015-A)	Refund Now	grabowsm	10.00	0.00	10.00
04/26/2024	2511474	6	AR	165202_B	Willie Streeter - Small Plot (165202-B	Refund Now	grabowsm	45.00	0.00	45.00
04/26/2024	2511706	5	AR	140017_A	Full Moon Night Hike (140017-A)	Refund Now	michele.wilson	5.00	0.00	5.00
04/26/2024	2511711	5	AR	140017 A	Full Moon Night Hike (140017-A)	Refund Now	michele.wilson	5.00	0.00	5.00
04/26/2024	2511714	5	AR	140017_A	Full Moon Night Hike (140017-A)	Refund Now	michele.wilson	5.00	0.00	5.00
04/26/2024	2511719	5	AR	140017_A	Full Moon Night Hike (140017-A)	Refund Now	michele.wilson	5.00	0.00	5.00
04/29/2024	2513417	6	AR	220102_F	Learn to Swim: Level 1 (220102-F)	Refund Now	grabowsm	65.00	0.00	65.00
04/30/2024	2514422	22	PSS	4014	Personal Trainer Rent (4014)	Refund Now	SCHWARTM	100.00	0.00	100.00
04/30/2024	2514678	6	FR	SHELT_BRYPK_	Bryan Henderson on 05/18/2024 at 6		grabowsm	62.00	0.00	62.00
0-7/30/202 <del>1</del>	2017070	J	1 11	OHEET_DIXTER_	Dryan Fielderson on 00/10/2024 at 0	Rolalia NOW	grabowsiii	02.00	0.00	02.00

### **Refund Listing Report**

Report Summary Totals Continued		
Report Summary Totals		
Total Refund Records: Total Fees Refunded: Total Tax Refunded: Total Amount Refunded:	37 3,768.00 0.00 3,768.00	

### **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: 04/01/2024 - Actual Date|04/01/2024

End Ticket: ZZZZZZZ End Inventory Item: ZZZZZZ End Pass: ZZZZZZ

End Refund Date: 04/30/2024 - Actual Date|04/30/2024

500

End Trip: ZZZZZZZ ZZZZZZ End Facility: End League: ZZZZZZ ZZZZZZZZ End Service Item: End Locker: ZZZZZZ End Activity Section: ZZZZZZZZ End Rental Item Code: ZZZZZZ Begin Drawer: End Drawer:



### City of Bloomington

### Disposal / Surplus / Trade In Form

A PRINT PRINT										
				PAGE NO.		1	of 1			-
DEPT: Parks and Recreation			-	DATE:		5/21/2024				-
LOCATION: Showers			-	PHONE: 812-349-3700				-		
DEPT. HEAD / DIVISION DIRECTOR:		Tim Street		EMAIL:						
Vehicles being sold by Fleet do not need to be listed on this spreads	heet. Public V	Works will list them on their Surplus form.								
The note below is only regarding items listed to be sold, it does not										
<u>Please note:</u> per State Statute IC 5-22-22-6 - If the property is one (1) terms of the sale at least 15 days before the date of the sale.	item with an	estimated value of \$1,000, or more than one (1) it	em with an estimated value of less	than \$5,000, we can	sell the property witho	out public notice. l	f these two threshol	ds are exceeded, notice of sale mus	t be given by publication	of the time, place, and
DESCRIPTION (List Make, Model, and Year)	QTY	DECLARATION REASON (works, needs repair, not repairable,etc)	SERIAL /VIN NO.	COB ASSET # Capital Asset # assigned by OOTC	DEPT. ASSET #		N REQUESTED check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
						□ Sell	Trade	Donated through Wonderlab to		
Solar Eclipse Glasses	5000	No longer needed				☐ Transfer	▼ Dispose	other countries experiencing the next eclipse	\$1,500.00	
	-	1.0.10.10.10.10.10.10.10.10.10.10.10.10.				□ Sell	□ Trade		12,000000	
2. Form Closed						Transfer	□ Dispose			
2. Point Closed						□ Sell	∏ Trade			
						☐ Transfer	Dispose			
3.						∏ Sell	□ Trade			
							Dispose			
4.										
						□ Sell	□ Trade			
5.							□ Dispose			
						□ Sell	Trade			
6.						☐ Transfer	☐ Dispose			
						□ Sell	☐ Trade			
7						☐ Transfer	☐ Dispose			
						□ Sell	☐ Trade			
						☐ Transfer	Dispose			
8.						∏ Sell	☐ Trade			
							Dispose			
9.				1						
						□ Sell	☐ Trade			
10.						Transfer	□ Dispose			
						□ Sell	☐ Trade			
11.						☐ Transfer	☐ Dispose			
						□ Sell	Trade			
12.						Transfer	☐ Dispose			
11.						□ Sell	☐ Trade			
						☐ Transfer	□ Dispose			
13.				+		□ Sell	☐ Trade			
						☐ Transfer				
14.										
						□ Sell	□ Trade			
15.						Transfer	Dispose			
						□ Sell	Trade			
16.						☐ Transfer	☐ Dispose			
						□ Sell	☐ Trade			

☐ Transfer ☐ Dispose



### STAFF REPORT

A-7 Agenda item Admin. Approval: TS

Date: 5/8/24

**TO:** Board of Park Commissioners

FROM: Mark Marotz Operations Superintendent

**DATE:** May 21, 2024

**SUBJECT:** Sunset Hill Fence Co. LLC Winslow Sports Fence Repair

#### Recommendation

Staff recommends contract approval with Sunset Hill Fence Co. LLC to repair damaged fence around Winslow Sports Solar Panels for the amount of \$1,575.00. This contract will be paid out of account line 200-18-189000-53990.

#### **Background**

There appeared to be an unreported vehicle accident that damaged the fencing around the Winslow Sports Park solar panels north of field #2. Sunset Hill Fence Co. LLC has performed similar repair work for parks in the past at other locations.

RESPECTFULLY SUBMITTED,

Mark Marotz, Operations Superintendent

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

#### SUNSET HILL FENCE CO.LLC

This Agreement, entered into on the date last entered on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Sunset Hill Fence Co. LLC ("Contractor").

Article 1. Scope of Services. Contractor shall provide repairs to solar panel fence at Winslow Sports. Demo of approximately 40 feet of fence, rail and three (3) line posts, reinstall 40 feet 6 inches of black vinyl coated fence, 1 5/8" black rail, set 3 2 inch black vinyl post in concrete ("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 July 31sth 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 Mark Marotz, Operations Superintendent. 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. <u>Standard of Care.</u> 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 five hundred seventy five dollars (\$1,575.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Amy Leyenbeck, 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: Work may begin May 30<sup>th</sup> and complete by July 31<sup>st</sup> 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.

**Article 8.** <u>Identity of the Contractor.</u> 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.** <u>Independent Contractor Status.</u> 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. <u>Insurance.</u> 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 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 2.23.100 et seq. 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 Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Sunset Hill Fence Co. LLC, ATTN: Tony Sowder. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. <u>Integration and Modification.</u> 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		SUNSET HILL FENCE CO. LLC		
Margie Rice, Corporation Counsel	DATE	Signature	DATE	
CITY OF BLOOMINGTON PARKS A	AND RECREATION	Print Name and Title		
Tim Street, Director Parks and Recreation Department	DATE			
Kathleen Mills, President Board of Park Commissioners	DATE			

### **EXHIBIT A**E-VERIFY AFFIDAVIT

STATE C	OF INDIANA	)			
COUNTY	OF	)SS: _)			
AFFIDA	VIT				
	The undersigned, bei	ng duly sworn, here	by affirms and says that:		
1.	The undersigned is the	ne	of	. (company name)	
2.	The company named i.	herein that employs has contracted wit	s the undersigned: h or seeking to contract v	with the City of Bloomington services to the City of Bloomi	
3.	The undersigned here	eby states that, to th		lge and belief, the company n	amed herein does not knowingly employ a
4.					enrolled in and participates in the E-verif
Signature			-		
Printed N	ame		-		
	OF INDIANA	) )SS: _)			
	e, a Notary Public in this day of			ppeared	and acknowledged the execution of th
Notary Pu	ıblic's Signature	N	My Commission Expires:		
			County of Residence:		
Printed N	ame of Notary Public	(	County of Residence:		

#### EXHIBIT B

STATE OF)	
) SS: COUNTY OF)	
	NON-COLLUSION AFFIDAVIT
firm, company, corporation or partnership repr	eing duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the esented by him, entered into any combination, collusion or agreement with any person relative to the at any person from making an offer nor to induce anyone to refrain from making an offer and that this er.
I affirm under the penalties of perjur Dated this day of	OATH AND AFFIRMATION  by that the foregoing facts and information are true and correct to the best of my knowledge and belief.
	Sunset Hill Fence Co. LLC
	Ву:
	<del></del>
STATE OF	
	ounty and State, personally appeared and acknowledged the execution of the, 2024.
Notary Public's Signature	_ My Commission Expires:
Printed Name of Notary Public	_ County of Residence:
Finited Ivalle of Ivolary Public	



### STAFF REPORT

A-8 Agenda item Admin. Approval: TS

Date: 5/8/24

TO: Board of Park Commissioners

FROM: Kevin Terrell, Banneker Community Center Facility and Program Coordinator

**DATE:** May 21, 2024

SUBJECT: Commercial Service Maintenance Agreement for Allison Jukebox and Banneker

**Community Center** 

#### Recommendation

Staff recommends approval of the maintenance agreement with Commercial Services. The agreement will cover both the Banneker Community Center and Allison Jukebox Community Center for the time period of May 1, 2024 to April 30, 2025. The amount of the contract is \$3109.68. It will be paid from the following accounts:

200-18-184500-5361 - \$924.06

200-18-187500-5231 - \$685.62

200-18-187500-5242 - \$1000.00

200-18-187500-5361 - \$500.00

#### **Background**

This is a standard maintenance agreement budgeted each year for both buildings. This is the replacement for the current agreement, which expires on April 30, 2024.

#### RESPECTFULLY SUBMITTED,

Kevin Terrell, Banneker Community Center Facility and Program Coordinator

### STANDARD CONTRACT BETWEEN

### CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

AND

COMMERCIAL SERVICE, INC OF BLOOMINGTON, INC.

**FOR** 

# PREVENTATIVE MAINTENANCE CONTRACT FOR BANNEKER COMMUNITY CENTER AND ALLISON JUKEBOX COMMUNITY CENTER

This Agreement, entered into on the date last entered on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Commercial Service, Inc of Bloomington, Inc. ("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 4/30/2025 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 Kevin Terrell, or designee, as the Department's Project Manager. Contractor agrees that any information or documents, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

#### **Article 2. Standard of Care**

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

#### **Article 3.** Responsibilities of the Department

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

#### **Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Three thousand one hundred nine dollars and sixty eight cents (\$3109.68). 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:

1

Kevin Terrell City of Bloomington Parks and Recreation 401 N Morton Street Suite 250 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.

#### **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 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 2.23.100 et seq. 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	Commercial Service, Inc
Attn: Kevin Terrell	Attn: Adam Sater
930 W 7 <sup>th</sup> Street	4710 W Vernal Pike
Bloomington Indiana 47402	Bloomington Indiana 47404

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

#### **Article 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

CITY OF DI COMINCTON

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	Commercial Service, Inc	
Margie Rice, Corporation Counsel	DATE	Adam Sater, DATE Vice President-Commercial Operations
Tim Street, Director Parks and Recreation Department	DATE	
Kathleen Mills, President,	DATE	

#### **EXHIBIT A**

### "Scope of Work"

The Services shall include the following:

#### 2024 FOUR VISIT PREVENTIVE MAINTENANCE AGREEMENT

Commercial Service of Bloomington, Inc. ("CSB") and Bloomington Parks and Recreation ("Customer") agree as follows:

This is a preventative maintenance (PM) agreement. During the term of this agreement, CSB shall provide PM and testing services for the customer's covered equipment (as identified below), located at the following address:

Banneker Community Center 930 W 7<sup>th</sup> Street Bloomington Indiana, 47404

Services provided by CSB to customer will include the following, where applicable:

### 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 evaporator coil
- -check condenser motor for wear and lubricate bearings as required
- -check amperage, compressor contractor, and amp draw across compressor
- -ensure proper air flow
- -replace pleated filters

#### Visual Inspection

- -wash debris and dirt from outdoor condenser coil unit. (If splittling 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
- -Check for fractures and wear on fan blades
- -inspect and test safety controls for proper operation

#### **Electrical System**

- -confirm connections, controls, capacitors, wiring, contactors, and relays
- -tighten and/or clean connections
- -ensure operation of thermostat(s)
- -check voltage drops and amp draws

- -inspect all electrical from disconnects to HVAC equipment
- \*electrical panels, light and electrical fixtures are NOT included

#### Condensate Removal System

-inspect and clean condensate drain line from evaporator coil to drain

#### Tankless Water Heater

- -pump flush with vinegar
- -visual inspection
- -ensure operation

#### Plumbing

- -visual inspection of all toilets, urinals and sinks
- -confirm proper operation
- -check water levels
- -make minor adjustments as needed

#### Refrigeration

- -clean condenser coils
- -check operation

#### 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 and check for cracks
- -ensure proper operation of pressure switch
- -ensure proper airflow and replace pleated filters

# Visual inspection

- -inspect/clean burners and adjust for max efficiency
- -gas valves and pipes
- -inspect for gas leaks
- -check for wear and lubricate bearings as needed/required for blower wheel(s) and assembly
- -check belt(s) if present, and replace once per year
- -inspect flue and draft inducer
- -inspect and test for proper operation of safety controls

-carbon monoxide text for gas furnaces and package units

#### **Electrical Systems**

- -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
- -inspect all electrical from disconnects to HVAC equipment
- \*electrical panels, light and electrical fixtures are NOT included
- -amperage checks on draft inducer motor, blower motor, and hot surface ignitor
- -ensure proper capacitor values

#### Electric furnaces

-inspect heating element and verify sequencer operation

#### Plumbing

- -visual inspection of all toilets, urinals and sinks
- -confirm operation
- -check water levels
- -make minor adjustments as needed
- -visual inspection of water fountains, confirm operation
- -make minor adjustments as needed

#### Miscellaneous

- -provide detailed list of recommended repairs and actions
- -provide suggestions for improved equipment operation, efficiency, and dependability

# Covered Equipment

- -Two (2) package units
- -One (1) split systems
- -One (1) tankless water heater
- -One (1) kitchen hood with exhauster
- -Two (2) water fountains
- -One (1) commercial refrigerator/freezer
- -Three (3) kitchen sinks
- -One (1) Mop sink
- -Four (4) restroom sinks
- -Four (4) toilets
- -One (1) urinal

The Services shall include the following:

#### 2024 FOUR VISIT PREVENTIVE MAINTENANCE AGREEMENT

Commercial Service of Bloomington, Inc. ("CSB") and Bloomington Parks and Recreation ("Customer") agree as follows:

This is a preventative maintenance (PM) agreement. During the term of this agreement, CSB shall provide PM and testing services for the customer's covered equipment (as identified below), located at the following address:

Allison Jukebox Community Center 351 S Washington Street Bloomington Indiana 47401

Services provided by CSB to customer will include the following, where applicable:

## 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 evaporator coil
- -check condenser motor for wear and lubricate bearings as required
- -check amperage, compressor contactor and amp draw across compressor
- -ensure proper airflow and replace pleated filters

#### Visual inspection

- -inspect 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.
- -check for fractures and wear on fan blades
- -inspect and test for proper operation of safety controls

#### Electrical System

- -confirm electrical connections, controls, capacitors, wiring, contractors, and relays
- -tighten and/or clean connections
- -ensure operation of thermostat(s)
- -check voltage drops and amp draws
- -inspect all electrical from disconnects to HVAC equipment
- \*electrical panels, light and electrical fixtures are NOT included

#### 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 and check for cracks
- -insure proper operation of pressure switch
- -ensure proper airflow and replace pleated filters

#### Visual inspection

- -inspect/clean burners and adjust for maximum efficiency
- -gas valves and pipes
- -inspect for gas leaks
- -check for wear and lubricate bearings as needed/required for blower wheel(s) and assembly
- -check belt(s) if present, and replace once a year
- -inspect flue and draft inducer
- -inspect and test for proper operation of safety controls
- -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 and amp draws
- -inspect all electrical from disconnects to HVAC equipment
- \*Electrical panels, light and electrical fixtures are NOT included
- -Amperage check on draft inducer motor, blower motor, and hot surface ignitor
- -ensure proper capacitor values

#### **Electrical 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.

## Covered equipment

-Three (3) split systems

#### Services not included in this agreement

I. <u>Services not included</u>: The services to be provided by CSB under this agreement are limited to those set forth in the scope of service. This agreement shall not include inspection of electrical or mechanical equipment outside the covered equipment, any repairs required due to negligence, misuse of equipment, any repairs or materials

- necessary because of fire, flood, acts of God, a shortage of electrical supply, sabotage, vandalism, damage caused by freezing, or any service or material not specifically set forth in this agreement.
- II. <u>Additional repairs and service</u>: In some cases, the maintenance and testing performed by CSB will result in a recommendation that additional services and materials (i.e. not included within the scope of service) be performed for the customer. In such an event, CSB shall obtain approval from the customer (by its representative) before any work outside the scope of services is performed. Any such work outside the scope of service, including parts and labor, shall be invoiced separately and shall be the responsibility of the customer. In most cases, repairs outside the Scope of Service can be accomplished in one to three days. However, in some cases, additional time is necessary.
- III. <u>Price</u>. Customer shall pay CSB the total price of \$3109.68 for the performance of the services set forth in this agreement. This amount shall be paid in one (1) installment which is due within 30 days upon signing of the contract. In the event CSB is required to employ an attorney to enforce terms of this agreement, Customer shall be responsible for reasonable attorney fees and costs incurred.
- IV. <u>Limitations of Liability</u>. Customer agrees that this is a limited services agreement. Therefore, Customer agrees that CSB shall not be responsible for any damage to Customer's personal property or personal injury loss of income or loss of revenue to Customer or its employees or patrons arising out of work performed by CSB under this Agreement. CSB provides a limited warranty on service work performed under this contract.
- V. <u>Term and Termination</u>. The term for this agreement is for one (1) calendar year and commences upon the signature of both parties. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event Customer has paid the full agreement price as of the date of termination, then CSB shall return the pro-rated unused portion of the contract price to customer.

# **EXHIBIT B**

# "Project Schedule"

CSB will plan their service at the following times for both Banneker Community Center and for Allison Jukebox Community Center:

- -Full preventative maintenance with filter replacements in May and August of 2024
- -Filter replacements only in April 2024 and January 2025

# **EXHIBIT C**E-VERIFY AFFIDAVIT

STATE OF INDIANA ) )SS:	
COUNTY OF)	
A	FFIDAVIT
The undersigned, being duly sworn, hereb	y affirms and says that:
1. The undersigned is the(job title)	of (company name)
<ul> <li>2. The company named herein that employs in the contracted with or senservices; OR  ii. is a subcontractor on a contractor on a contr</li></ul>	the undersigned: eking to contract with the City of Bloomington to provide ntract to provide services to the City of Bloomington. best of his/her knowledge and belief, the company named
1324a(h)(3).	unauthorized alien," as defined at 8 United States Code lest of his/her belief, the company named herein is enrolled a.
Signature	_
Printed Name	
STATE OF INDIANA ) )SS: COUNTY OF )	
Before me, a Notary Public in and for said County acknowledged the execution of the foregoing this	and State, personally appeared and and, 2024.
Notary Public's Signature	My Commission Expires:
Printed Name of Notary Public	County of Residence:

Printed Name of Notary Public

#### EXHIBIT D

EAHIBII D	
STATE OF	
NON-COLLUSION AFF	TDAVIT
The undersigned offeror or agent, being duly sworn or member, representative, or agent of the firm, company, corporat into any combination, collusion or agreement with any person renor to prevent any person from making an offer nor to induce as this offer is made without reference to any other offer.	tion or partnership represented by him, entered elative to the price to be offered by any person
OATH AND AFFIRM A  I affirm under the penalties of perjury that the foregoin the best of my knowledge and belief.  Dated this day of, 2024.	
By: Signature Printed Name	
STATE OF	
Before me, a Notary Public in and for said County and State, pe acknowledged the execution of the foregoing this day of	rsonally appeared and, 2024.
My Commis Notary Public's Signature	ssion Expires:

County of Residence:



# STAFF REPORT

Admin. Approval: TS
Date: 5/8/24

TO: Board of Park Commissioners FROM: Tara Brooke, CE Specialist

**DATE:** May 6, 2024

SUBJECT: Touch a Truck at the Fair Partnership Agreement with Monroe County Fair

**Association** 

#### Recommendation

Staff recommends approval of the Touch a Truck at the Fair partnership agreement with the Monroe County Fair Association. No funds will be exchanged, and this is the third year for this partnership agreement. In exchange for the event, the Monroe County Fair Association will offer a free site rental for a future event.

#### **Background**

This is a partnership agreement for Touch a Truck at the Fair. This event will take place at the Monroe County Fair on Kids Day, allowing children the opportunity to get close to a variety of trucks and vehicles. This event will be taking place on July 3rd, from 12-3pm at the Monroe County Fairgrounds grandstand.

RESPECTFULLY SUBMITTED,

Tara Brooke, Community Events Specialist



# Program Partnership Agreement with Monroe County Fair Association for Touch a Truck at the Fair

This Agreement is made and entered into on the date last entered on the signatures below, by and between the City of Bloomington Parks & Recreation Department, ("BPRD") and the Monroe County Fair Association ("MCFA").

**WHEREAS**, BPRD and the MCFA desire to cooperate in the provision of a free Touch a Truck at the Fair event at the Monroe County Fairground.

WHEREAS, the MCFA is qualified to perform such services with BPRD; and

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

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, the Partners to this Agreement agree as follows:

#### 1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which establishes a free Touch a Truck at the Fair Event. This event will bring out a variety of trucks that children and families are able to look at.

# 2.0 **Duration of Agreement:**

This Agreement shall be in full force and effect from June 1, 2024, to November 30, 2024, unless early termination occurs as described in Article 7 of this Agreement.

#### 3.0 Bloomington Parks & Recreation:

The goal of BPRD is to build a positive relationship with the MCFA in order to provide a Touch a Truck at the Fair event that will occur during Kids Day at the Monroe County Fair.

- **3.1.** Plan the event and coordinate the details for the event.
- **3.2.** Recruit the trucks and vehicles that will be present at the fairgrounds on the day of the event.
- **3.3.** Provide marketing logo for the event and advertise the event through social media outlets.
- **3.4.** Provide onsite staff to coordinate event operations on the day of the event.

# 4.0 Monroe County Fair Association:

The goal of the MCFA is to provide opportunities for families and children

- **4.1.** Provide the site for the Touch a Truck event.
- **4.2.** Provide trash cans, tables, chairs, and site amenities that are necessary to operate the event
- **4.3.** Provide, at no charge, a site rental for a Bloomington Parks and Recreation event on a date mutually agreed upon by both parties .

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

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

- **5.1.** The staff and personnel involved will at all times represent all partners to this Agreement in a professional manner and reflect the commitment of both partners to quality services and customer satisfaction.
- **5.2.** The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.

#### **6.0** Notice and Agreement Representatives:

**6.1.** Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

Bloomington Parks & Recreation Becky Barrick-Higgins Box 848 Bloomington, IN 47402 Monroe County Fair Association Jake Conard 5700 W. Airport Rd Bloomington, IN 47403 barrickb@bloomington.in.gov 812-349-3713 jake.conard4440@gmail.com 812-825-7439

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

**Bloomington Parks & Recreation** 

Tara Brooke
Box 848
Bloomington, IN 47402
tara.brooke@bloomington.in.gov
812-349-3773

Monroe County Fair Association Jake Conard 5700 W. Airport Rd Bloomington, IN 47403 jake.conard4440@gmail.com 812-825-7439

#### 7.0 Termination:

- **7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to November 30, 2024 by mutual written agreement only.
- 7.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

#### 8.0 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 other 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.

#### 9.0 Release and Hold Harmless Agreement:

MCFA, including its representatives, agents, and assigns, does hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement, even if caused by the negligence of releasees.

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

BLOOMINGTON PARKS AND RECREATION DEPARTMENT		MONROE COUNTY FAIR ASSOCIATION		
Kathleen Mills, President Board of Park Commissioners	DATE	Jake Conard Monroe County Fair Association	DATE	
Tim Street, BPRD Director	DATE			
Margie Rice, Corporation Cour	nsel DATE			

# **EXHIBIT A**E-VERIFY AFFIDAVIT

STATE	E OF INDIANA )
COUN	)SS: TY OF)
	AFFIDAVIT
	The undersigned, being duly sworn, hereby affirms and says that:
1.	The undersigned is theof (job title) (company name)
	(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; <b>OR</b> 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 herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.
Signati	ure
Printed	Name
	E OF INDIANA ) )SS: TY OF )
COUN	1 Y OF )
Before	me, a Notary Public in and for said County and State, personally appeared, 2024.
and acl	knowledged the execution of the foregoing this day of, 2024.
Notary	Public's Signature  My Commission Expires:
Printed	County of Residence:



# STAFF REPORT

**A-10** Agenda item

Admin. Approval: TS

Date: 5/15/24

**TO:** Board of Park Commissioners

FROM: Crystal Ritter, Community Events Coordinator

**DATE:** May 21, 2024

**SUBJECT:** Cooperative Partnership Agreement with Monroe County History Center

#### Recommendation

Staff recommends approval of the 2024 Cooperative Partnership Agreement with the Monroe County History Center to provide programming and volunteer support for the Dearly Departed Cemetery Tours and four cemetery repair workshops in Rose Hill Cemetery. There will be a 50/50 split of revenue from entry fees after expenses have been paid. The revenue split will be paid through the Community Events account- 201-18-186500-53990.

#### **Background**

Bloomington Parks and Recreation would like to enter into a partnership with the Monroe County History Center (MCHC) to provide educational and engaging cemetery tours of Rose Hill Cemetery through the "Dearly Departed Cemetery Tours" program on October 12 of 2024 and to host four cemetery repair workshops in Rose Hill Cemetery in 2024. The partnership outlines the program to be provided by the MCHC and the logistics and registration management to be provided by the Bloomington Parks and Recreation Department. The partnership agreement also includes a 50/50 revenue split of gross revenue from the registrations of the program.

RESPECTFULLY SUBMITTED,

**Crystal Ritter, Community Events Coordinator** 

# City of Bloomington Parks and Recreation Department Program Partnership Agreement Monroe County History Center

This Agreement is made and entered into on the date last entered on the signature lines below, by and between the Bloomington Parks and Recreation Department ("BPRD") and the Monroe County History Center (MCHC).

**WHEREAS**, BPRD and the MCHC desire to cooperate in order to provide cemetery tours of Rose Hill Cemetery for the benefit of the general public; and

WHEREAS, the MCHC is qualified to perform such services with BPRD; and

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

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

#### 1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide for greater services in unique programming to the community by combining available resources from each partner to this Agreement.

#### **2.0** Duration of Agreement:

This Agreement shall be in full force and effect from June 1, 2024 to May 30, 2025, unless early termination occurs as described in Article 8.0 of this Agreement.

#### 3.0 Bloomington Parks and Recreation:

The goal of BPRD is to build a positive relationship with the MCHC in order to provide educational and engaging cemetery tours of Rose Hill Cemetery through the "Dearly Departed Cemetery Tours" program and the Headstones Restoration Workshops for the Bloomington community.

# <u>Dearly Departed Cemetery Tours</u> BPRD agrees to:

a. Provide use of Rose Hill Cemetery for the tours and use of the Rose Hill Cemetery Office for restrooms and actor dressing rooms on the nights of the scheduled tours. Tours are to be held on Saturday, October 12th with a rain date scheduled for Sunday, October 13th.

- b. Publicize the cemetery tours through social media outlets, the program guide, posters, and in weekly press releases.
- c. Provide infrastructure for the tours including tents, tables, chairs, lighting, and decorations.
- d. Provide at least two full-time staff members to assist with tours.
- e. Run registration for programs and process payments for program registration.
- f. Name MCHC in all forms of publicity as a co-sponsor of tours held in Rose Hill Cemetery.
- g. BPRD will split equally (50/50) all gross revenue from cemetery tour registration with MCHC. BPRD will email the MCHC a final registration roster after the last cemetery tour to secure an invoice for the amount due, and will pay the invoice within thirty (30) days after receipt.

## <u>Headstone Restoration Workshops</u>

BPRD agrees to:

- a. Provide use of Rose Hill Cemetery for the workshops and use of the Rose Hill Cemetery Office for restrooms and water spigot. Workshops are to be held on Saturdays, June 8, June 29, September 28, and October 26 from 10 a.m.-2 p.m.
- b. Provide use of the Rose Hill Cemetery garage to store stone, sand and other supplies as needed. These supplies will be dropped off a couple of days in advance of each workshop.
- c. Publicize the workshops by displaying posters in the Rose Hill Cemetery kiosk and the Building Trades Park kiosk.

# **4.0** Monroe County History Center:

The goals of MCHC are to increase awareness of the Monroe County History Center and to educate the Bloomington community on the history of Rose Hill Cemetery through a mutually beneficial partnership with BPRD.

#### <u>Dearly Departed Cemetery Tours</u>

MCHC agrees to:

- a. Name BPRD in all forms of publicity as a co-sponsor of the tours.
- b. Be responsible for the production of the tours in their entirety including: rehearsals, props, costumes, make-up, and other production needs.

- c. Research content for and create the program for tours. Ensure that the tours are appropriate for the general public.
- d. Recruit and train the required number of volunteers needed to lead tours and execute the tour program as planned and agreed upon by partners.
- e. Provide invoice to BPRD following the receipt of a final registration report provided by BPRD.
- f. Provide at least two paid staff members to assist with tours.

# Headstone Restoration Workshops

MCHC agrees to:

- a. Secure the Rose Hill Cemetery Office and garage at the conclusion of each workshop.
- b. Provide a list of all headstones that received care/cleaning/repairs and their location, (section/lot), to the BPRD staff.
- c. Provide at least two persons who take responsibility for the organizing, work, and clean-up during the workshops.
- d. Provide volunteers needed to accomplish the headstone repairs.
- e. Ensure that all safety measures are in place for all paid workers and volunteers while workshops are taking place.

# 5.0 Insurance and Hold Harmless Agreement:

MCHC, including its membership, agents, and assigns, do hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement, even if caused by the negligence of releasees.

MCHC agrees to furnish BPRD with a certificate of insurance upon execution of this Partnership Agreement. Partners shall maintain comprehensive general liability insurance, which shall include premises, operations, and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) for bodily injury per person in any one occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured party, and MCHC shall provide Parks with a certificate of insurance prior to the commencement of operations under Agreement/Contract. MCHC and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.

#### 6.0 Terms Mutually Agreed to by all Partners to This Agreement:

- a. The intent of this Agreement is to document a mutually beneficial partnership between BPRD and MCHC.
- b. The staff and personnel involved in this Agreement will at all times represent both partners to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction.
- c. The commitment of personnel, promotions, equipment, and funding sources will be honored according to the timetable agreed upon by both partners.
- d. MCHC is recognized as having the expertise and experience to run the production safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- e. The Agreement and the services provided will be evaluated in March, 2025
- f. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- g. Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington property.
- h. BPRD and MCHC have agreed to make a decision to cancel or postpone the scheduled programs due to inclement weather by 2:00 pm on October 11th for the tours. Inclement weather is defined as a sustained temperature below 38 degrees Fahrenheit, a wind chill below 32 degrees Fahrenheit, heavy rain, and/or forecasted severe weather during the scheduled tours.
- i. In the event of cancellation due to inclement weather, both parties will provide staff, volunteers, and equipment to run the tours on the scheduled rain date. The rain date is scheduled for Sunday, October 13, 2024.

#### 7.0 Notice and Agreement Representatives:

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

Monroe County History Center Daniel Schlegel 202 E Sixth Street Bloomington Parks and Recreation Becky Higgins P.O. Box 848 Bloomington, Indiana 47408 Bloomington, Indiana 47402 812-332-2517 ext. 1 (office) 812-349-3713

b. Agreement representatives for the day to day operations and implementation of this Agreement are:

Monroe County History Center
Daniel Schlegel
202 E Sixth Street
Bloomington IN 47408
812-332-2517 ext. 7 (office)
Bloomington Parks and Recreation
Crystal Ritter
PO Box 848
Bloomington, Indiana 47402
812-349-3725

#### 8.0 Termination

This Agreement may only be terminated in writing and by the mutual agreement of all partners.

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 the Monroe County History Center of any such termination and the reasons therefore in writing.

#### 9.0 E-Verify

Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, MCHC as a business entity has to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. MCHC is not required to continue this verification if the E-Verify program no longer exists.

IN WITNESS WHEREOF, this Agreement is effective upon signature by both partners. BLOOMINGTON PARKS AND RECREATION DEPARTMENT

Kathleen Mills, President Board of Park Commissioners	DATE	Daniel Schlegel, Director DATE Monroe County History Center
Tim Street, Parks Director	DATE	
Margie Rice, Corporation Counsel	DATE	

	EXHIBIT A
ST	ATE OF INDIANA ) ) SS:
CO	OUNTY OF MONROE )  AFFIDAVIT
	The undersigned, being duly sworn, hereby affirms and says that:
1.	The undersigned is the of MCHC. (title)
2.	MCHC is a not-profit organization registered as a 501(c)(3), and has contracted with or is seeking to contract with the City of Bloomington to provide services
3.	MCHC is a not-profit organization registered as a 501 (c)(3) and does NOT employ any employees, as defined by 8CFR §274a.1(a) and (f).
4.	Due to the fact that MCHC does not currently have, nor intend to hire any employee during the term of this Agreement, MCHC is unable to enroll in and participate in the E-Verify program, as is required by Indiana State Statute.
5.	The undersigned is authorized by MCHC to sign affidavits on its behalf.
6.	If MCHC hires an employee at any time during the term of the attached Agreement, it agrees by signing this affidavit to immediately register for E-verify prior to the hiring being completed, and participate in and comply by E-verify and Indiana State Law requirements, and it will inform the City of Bloomington immediately, within three (3) business days of hiring, and sign the appropriate affidavits as required by Indiana Code 22-5-1.7-11 and it will not employ an "unauthorized alien," as defined at 8 U.S.C. §1324a. (h)(3).
	Signature
	Printed name
	ATE OF INDIANA ) ) SS: OUNTY OF MONROE )
	fore me, a Notary Public in and for said County and State, personally appeared and acknowledged the execution of the foregoing this day of, 2024.
Not	tary Public
Pri	nted name
Res	siding in County
My	Commission Expires:



# STAFF REPORT

A-11 Agenda item Admin. Approval: TS

Date: 5/8/24

TO: Board of Park Commissioners

FROM: Bill Ream, Community Events Coordinator

**DATE:** May 21, 2024

**SUBJECT:** Contract for Services with Professional Golfcar Corporation

#### Recommendation

Staff recommends approval of the contract for services with Professional Golfcar Corporation. The service agreement is not to exceed \$500 (Community Events- 201-18-186500-53730).

## **Background**

The Department will be renting golfcars for the department staff at the Bloomington Fourth of July Parade on July 4, 2024.

The Department has rented golfcars from Professional Golfcar Corporation for several years and are happy with their equipment and services.

RESPECTFULLY SUBMITTED,

Bill Ream

Bill Ream, Community Events Coordinator

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

#### PROFESSIONAL GOLFCAR CORPORATION

This Agreement, entered into on the last date entered on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Professional Golfcar Corporation ("Contractor").

Article 1. Scope of Services. Contractor shall provide the rental of golfcars for Bloomington Parks and Recreation staff to use during the Fourth of July Parade on Thursday, July 4, 2024. The Department shall return the golfcars in the condition in which they were received. Contractor is responsible for dropping off and picking up the golfcars pursuant to Article 6 of this Agreement.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before July 4, 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 Bill Ream as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. <u>Standard of Care.</u> 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 hundred dollars (\$500). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington, 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: Golfcars dropped off Wednesday July 3, 2024 and picked up Friday July 5, 2024. The time and locations of drop off/pick up shall be agreed to by both parties.

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

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

Article 8. <u>Identity of the Contractor</u>. 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. <u>Independent Contractor Status.</u> 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. <u>Insurance.</u> 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 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. <u>Non-Discrimination</u>. Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq. 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: Bill Ream, 401 N. Morton, Bloomington, IN 47404. CONTRACTOR: Professional Golfcar Corporation, 255 Robert Curry Dr., Martinsville, IN 46151. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. <u>Integration and Modification.</u> 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.

<u>CITY OF BLOOMINGTON</u>		<u>Professional Golfcar Corporation</u>	
Margie Rice, Corporation Counsel	DATE	Signature	DATE
CITY OF BLOOMINGTON PARKS A	AND RECREATION	Print Name and Title	
Tim Street, Director Parks and Recreation Department	DATE		
Kathleen Mills, President Board of Park Commissioners	DATE		

# **EXHIBIT A**E-VERIFY AFFIDAVIT

STATE C	OF INDIANA	SS:
COUNTY	7 OF	33.
AFFIDA	VIT	
	The undersigned, beir	duly sworn, hereby affirms and says that:
1.	The undersigned is th	of(job title) (company name)
2.	The company named i.	erein that employs the undersigned:  las contracted with or seeking to contract with the City of Bloomington to provide services; <b>OR</b> s a subcontractor on a contract to provide services to the City of Bloomington.
3.	The undersigned here	y states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an seffined at 8 United States Code 1324a(h)(3).
4.		states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify
Signature	· · · · · · · · · · · · · · · · · · ·	
Printed N	ame	
	OF INDIANA	SS:
COUNTY	7 OF	
		d for said County and State, personally appeared and acknowledged the execution of the, 2024.
Notary Pu	ublic's Signature	My Commission Expires:
Printed N	ame of Notary Public	County of Residence:

# EXHIBIT B

STATE OF	
COUNTY OF	) SS: )
	NON-COLLUSION AFFIDAVIT
firm, company, corporation	offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the erson nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this are to any other offer.
	OATH AND AFFIRMATION penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief
	PROFESSIONAL GOLFCAR CORPORATION
	Ву:
STATE OF	) ) SS:
Before me, a Notary Public foregoing this day of	in and for said County and State, personally appeared and acknowledged the execution of the, 2024.
Notary Public's Signature	My Commission Expires:
	County of Residence:
Printed Name of Notary Pub	IIC



# STAFF REPORT

Admin. Approval: TS **A-12** Agenda item

Date: 5/16/24

TO: **Board of Park Commissioners** 

FROM: Shelby Drake, RD, LD, Health and Wellness Coordinator

DATE: May 16, 2024

AGREEMENT WITH INDIANA UNIVERSITY AQUATICS FOR "ALL KIDS **SUBJECT:** 

SWIM" PROGRAM

#### Recommendation

Staff recommends approval of this Facility License Agreement with Indiana University Recreational Sports Outdoor Pool for the All Kids Swim program in June and July, 2024. Budget line is 201-18-181001-53990 and will not exceed \$3,520. Funding will be through reimbursement by Monroe County Health Department, Health First Indiana funds.

#### **Background**

The goal of this license agreement is to outline the shared responsibilities for a youth swimming education program called All Kids Swim (AKS). AKS was funded in 2022 through the Indiana State Department of Health Youth Adolescent and Physical Activity (YAPA) grant, in 2023 funds were provided by the Bloomington Parks Foundation. With the help of Indiana University, Banneker Summer Camp campers will have the opportunity to attend All Kids Swim at the IU Outdoor pool, receiving two weeks of swim lessons free of charge from IU's skilled instructors.

RESPECTFULLY SUBMITTED,

Shelby Drake, RD, LD, Health and Wellness Coordinator



#### INDIANA UNIVERSITY FACILITY LICENSE AGREEMENT

This Facility License Agreement ("Agreement") is made as of <u>4/15/2024</u> by and between THE TRUSTEES OF INDIANA UNIVERSITY ("Licensor"), a statutory body politic created and existing under the laws of the State of Indiana, on behalf of Indiana University Campus Recreational Sports ("RS"), and City of Bloomington Parks and Recreation ("Licensee").

Subject to the conditions set forth herein, Licensor hereby grants to Licensee a limited, temporary and non-exclusive license to access and use the following facility owned by Licensor on the date and time described below: Recreational Sports Outdoor Pool (RSOP) (the "Licensed Facility").

#### 1. DATE, TIME and PURPOSE OF USE

a. Licensee shall have access and use of the Licensed Facility on the dates and times shown below.

Date(s)	Time	Location
June 3 – 16 (Mon – Thur)	12:00 pm – 1:00 pm	RSOP Instructional Pool
June 17 – 27 (Mon – Thur)	12:00 pm – 1:00 pm	RSOP Instructional Pool
July 8 – 18 (Mon – Thur)	12:00 pm – 1:00 pm	RSOP Instructional Pool

- Licensee agrees that its access and use of the Licensed Facility shall be solely for the uses and purposes specifically contemplated herein by the parties, specifically City of Bloomington Parks and Recreation All Kids Swim ("Event").
- c. Licensee's use of the Licensed Facility shall be exercised in a manner that does not interfere with Licensor's other use or occupation of the space or Licensor's other property or premises.
- d. Set up requirements and program details must be worked out and approved by an RS Facility/Event Manager. Set up and program details may be specified in **Attachment A**.

# 2. <u>LICENSING FEES</u>

- a. Licensee shall pay Licensor the following fee for use of the Licensed Facility, which includes facility rental, equipment rental and staffing costs: \$3520 Licensee also agrees to be responsible for any applicable sales tax associated with this Agreement. A detailed estimate of costs is included in **Attachment B**. This cost estimate and/or the licensing fee is subject to change if Licensee requests a modification to the facilities to be rented and/or the equipment or staff needed.
- b. Within thirty (30) days following Licensee's use of the Licensed Facilities, Licensor will provide Licensee an accounting and invoice of any charges resulting from Licensor's repair or cleaning of the Licensed Facility or Licensor's provision of additional staff pursuant to this Agreement. Licensee shall settle any outstanding balance within thirty (30) days of receiving the invoice from Licensor. However, Licensor's failure to make a determination of damage at the time of the accounting shall in no way constitute a waiver

of Licensee's responsibility for damage. Licensee shall also be responsible for any fees, including attorney's fees is applicable, associated with Licensor's collection of any outstanding balance.

#### 3. <u>CATERING AND CONCESSIONS</u>

In accordance with Licensor's policies, any food or beverage served at the Event must be approved by an RS Facility/Event Manager and be provided by Licensor's dining services or by a properly licensed caterer approved by Licensor (a list of pre-approved food vendors can be found at <a href="https://inlocc.iu.edu/Alcohol.cfm?">https://inlocc.iu.edu/Alcohol.cfm?</a>). No other food or beverages may be brought by Licensee or Licensee's guests to the Licensed Facility. The approved caterer must comply with all other Indiana University policies regarding food service, including, but not limited to, completing the University Office of Environmental Health & Safety's Temporary Food Service Application at least seven (7) days prior to the event. All beverages distributed during the Event other than non-bottled water must be Coca-Cola® products, and all vending machines on Licensor's premises must remain plugged in and operational. Licensee is not permitted to serve or distribute any alcoholic beverages during the Event. Any outside caterer must carry commercial general liability insurance, including a products-completed operations endorsement, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

For any insurance policies required under this Agreement, the insurance must be issued by a company acceptable to Licensor, and "The Trustees of Indiana University, its officers, agents, and employees" must be named as an additional insured on each policy. Certificates of insurance for any required policies must be submitted to Licensor for review and approval at least fourteen (14) days prior to the Event. If Licensee's vendor/caterer fails to comply with any of the requirements described in this section, the vendor/caterer will not be permitted to serve food at the Event, and Licensor shall not be responsible for any losses incurred by Licensee or Licensee's subcontractors as a result of such cancellation.

# 4. **INDEMNITY**

Licensee, including its officers, directors, agents, employees, and affiliates, agrees to defend, indemnify and hold harmless Licensor, its successors, assigns, directors, officers, employees, agents, and any other person for whom Licensor may be legally liable ("Indemnified Parties"), from and against any and all costs, expenses (including attorney's fees), interest, losses, obligations, liabilities, or damages paid ("Losses") which may accrue to or be incurred or sustained by the Indemnified Parties, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, actions, causes of action, suits, appeals, and proceedings ("Claims"), all whether groundless or not, or the settlement thereof, based on actual or alleged injuries, damages, or liability of any kind whatsoever, made or brought against the Indemnified Parties, sustained in connection with this Agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the Indemnified Parties. The Licensee further agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all liability, damage, loss, cost, or expense which may accrue to or be sustained by Licensee's guests, or Licensee's subcontractors on account of any cancellation by Licensor of this Agreement.

# 5. COMPLIANCE WITH APPLICABLE LAWS AND INDIANA UNIVERSITY POLICY

This Agreement shall be governed by the laws of the State of Indiana. Licensee will comply with all laws of the United States, the State of Indiana, all rules and requirements of the police and fire

department or other authorities of the city, county or state, and all policies of Indiana University and RS. Further, the Licensee will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules, requirements or University and/or RS policies.

#### 6. CONTROL OF FACILITY AND RIGHT TO ENTER

In permitting the use of the Licensed Facility, Licensor does not relinquish custody and control thereof and does hereby specifically retain the right to enforce any and all appropriate laws, rules, regulations and policies applicable to said premises. Licensee shall permit Licensor to enter the Licensed Facilities at all reasonable times for the purpose of, but not limited to, inspection to ensure Licensee's compliance with the terms and conditions set forth herein or to carry out any purpose necessary, incidental or connected with the performance of any of Licensor's obligations under this Agreement.

## 7. **DAMAGE TO PREMISES**

- a. Licensee, including its administrators, staff, volunteers, and affiliates, agrees to use the facilities above solely for the use and purposes contemplated in this Agreement, and shall not injure, or in any manner deface or damage the Licensed Facility or any equipment contained therein and shall not cause or permit anything to be done whereby the Licensed Facility is defaced or damaged.
- b. If the premises, furnishings, equipment or any portion of the building during the term of this license shall be damaged by the acts, default or negligence of the Licensee, or of Licensee's agents, employees, patrons, guests, or any other person admitted upon the premises by Licensee, Licensee will pay to the Licensor upon demand such sum as shall be necessary to restore said premises to their present condition. Licensee shall be responsible for clean-up of the Licensed Facility. The costs for any labor of Licensor's employees that is required to clean the Licensed Facility after Licensee's use will be billed to Licensee at Licensor's standard hourly rate.

#### 8. **INSURANCE REQUIREMENTS**

During the term of this Agreement, Licensee agrees to carry and maintain, and shall furnish Licensor proof of, insurance under the following terms and conditions:

- a. If Licensee has any employees, Licensee shall carry and maintain a worker's compensation policy that complies with all applicable laws and provides limits of not less than \$500,000. Licensee agrees to furnish to Licensor a certificate of insurance for such policy and to require independent contractors engaged by Licensee to carry and maintain workmen's compensation insurance covering their employees working or performing such services.
- b. Licensee shall carry and maintain general liability insurance insuring the Licensee and naming "The Trustees of Indiana University, its officers, agents, and employees" as an additional insured with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Licensee's policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- c. These insurance policies shall not limit Licensee's liability under this Agreement. All policies shall be with a company that is acceptable to Licensor and shall contain an endorsement requiring thirty (30) days' written notice to the Indiana University Office of Insurance, Loss Control & Claims before cancellation, reduction or other modification. A certificate of insurance and proof of additional insured must be delivered to the Licensor no later than fourteen (14) days prior to the Event. If proof of acceptable insurance is not provided, Licensor reserves the right to terminate this Agreement, and Licensee shall not be permitted to use Licensor's Facilities. The parties agree that Licensor will not be responsible for any loss or damage suffered by Licensee or Licensee's vendors as a result of cancellation due to Licensee's failure to provide proof of insurance.
- d. Licensee agrees to be solely responsible for all sums payable for Social Security, Unemployment Insurance, Disability Benefits, or other charges in connection with Licensee's employees. Licensee is and shall remain the employer of such employees for all purposes.
- e. If Licensee has difficulty obtaining proper insurance coverage, Licensee may contact the IU Office of Insurance, Loss Control & Claims about participating in Licensor's TULIP program.
- f. At Licensor's sole discretion, additional insurance coverage may be required depending upon the nature of the event.

## 9. **PROGRAMS INVOLVING CHILDREN**

Licensee acknowledges that the University has adopted a policy entitled Programs Involving Children ("Policy"). By executing this Agreement, Licensee is confirming that it has read and understands the Policy and that it accepts compliance with the Policy as an express condition of this Agreement. As part of compliance with the Policy, Licensee must attest to the statements included in Attachment C. The Policy, along with additional resources and information concerning the Policy, may be found at: <a href="http://policies.iu.edu/policies/categories/administration-operations/public-safety-institutional-assurance/PS-01.shtml">http://policies.iu.edu/policies/categories/administration-operations/public-safety-institutional-assurance/PS-01.shtml</a>.

Licensee must work with an RS Facility/Event Manager to ensure compliance with the Policy and must abide by any instruction given by Licensor related to the Policy, including, but not limited to, instruction regarding chaperone supervision, restroom and locker room use, Licensed Facility ingress and egress, and restricted areas in the Licensed Facility. In the event that Licensee fails to provide an adequate number of chaperones, Licensor may, at Licensee's expense, elect to provide its own staff to help supervise the Event, including locker room supervision. However, if at any time Licensor determines in its sole discretion that Licensee is not in compliance with the Policy or instructions related to the Policy (e.g. chaperone/supervision), it may cancel the Event and terminate this Agreement. Licensor shall not be responsible for any cost to Licensee for the termination of the Event under this paragraph. Details regarding restroom and locker room use are included in Attachment A.

#### 10. LICENSING, COPYRIGHTED MATERIAL, SPONSORSHIPS, AND MARKETING

Securing licenses for any copyrighted material used at the Event is the responsibility of Licensee. Licensee agrees to indemnify, defend, and hold harmless Licensor, its officers, agents, and employees for and against any and all claims, demands, or suits that may be made or brought against them with respect to the use of any copyrighted material during the Event. Licensee may

not use any of Licensor's trademarked or copyrighted material (including, without limitation, the Indiana University name and Indiana University Interlocking Block IU logo) without prior approval from the Indiana University Office of Licensing and Trademarks.

No Event signage, marketing materials, or decorations may be displayed or disseminated without the written permission of Licensor. Licensee must also submit a list of all Event sponsors to Licensor at least 14 days prior to the Event for approval.

#### 11. TERMS & CONDITIONS

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, and any action or legal proceeding related to this Agreement shall be litigated exclusively in a state court in Monroe County, Indiana.
- b. Licensee hereby represents and warrants to Licensor that Licensee has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.
- c. Licensee and its subcontractors, if any, shall have no authority, express or implied, to act on behalf of or bind Licensor in any capacity whatsoever as agents or otherwise.
- d. No right or duty, in whole or in part, of the Licensee under this Agreement may be assigned or delegated.
- e. Nothing in this Agreement shall operate to confer on, or vest in the Licensee any title, interest or estate in the premises.
- f. The provision of security services by Indiana University, if any, is not intended to be, and shall not be construed to be, a guarantee of the safety or security of the premises and/or its occupants.
- g. Neither party shall be considered in breach of this agreement for failure to perform if such failure is caused by national or local calamity, acts of terrorism, the act or regulation of any public authority, labor difficulty or strike, war, epidemic, fire, storm, inclement weather or other act of God, or any other cause beyond the reasonable control of the non-performing party that renders that party's performance impossible.
- h. All access areas must be kept clear in case an emergency arises. No portions of the sidewalks, entries, passages, vestibules, halls or stairs shall be obstructed by the Licensee, or permitted to be used for any purpose other than ingress and egress to and from the building. Exit lights, emergency lights, house lights, aisle lights, stairway and hallway security lights or any other lights necessary for the safe occupation of the building shall not be obstructed in any way.
- i. It shall be Licensee's responsibility to understand and abide by the Indiana University Campus Parking System and all policies set by the Indiana University Office of Parking Operations. Licensor shall not be responsible for any fines or penalties incurred by Licensee, including Licensee's guests or invitees, in connection with parking.

- j. The use of Licensor's Wi-Fi connection for credit card transactions is prohibited. Any credit card transactions at the Event must be conducted through cellular data transmission or the AT&T public Wi-Fi connection.
- k. Licensee confirms that it does not and will not discriminate and/or segregate patrons because of race, religion, color, sex, age, national origin, handicap, marital status or sexual orientation.
- l. It is understood that Indiana University is tobacco free, and the use of all smoking or chewing tobacco products is prohibited except within the confines of one's personal vehicle.
- m. It is Licensee's sole responsibility to confirm that all participants under the age of eighteen (18) have a current Permission to Treat (PTT) form signed by the participant's parent or guardian on file with Licensee's event organizer or his/her designee for such purpose. The PTT form must be submitted to RS in advance of the Event. Failure by Licensee to secure a signed PTT form for any Event participant under the age of eighteen (18) will result in that participant not being able to access facilities or participate in the Event.
- n. It is Licensee's sole responsibility to make arrangements with and pay any third party vendor (caterer, musicians, or other service provider) providing services for the Event. However, Licensee shall provide Licensor with a copy of any contracts that Licensee enters into with such third party vendors. Licensee agrees to provide all third party vendors with a copy of this Agreement and will ensure that all third party vendors comply with the terms and conditions of this Agreement.
- o. This Agreement constitutes the entire agreement between the parties and replaces any and all prior written and oral agreements between the parties with respect to the subject matter hereof. It is understood that any modifications, additions, or deletions must be in written form signed by both parties as an addendum to this Agreement.
- p. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of a part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- q. Licensor 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. Licensor 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 Licensee. If Licensor believes that a Licensee employee engaged in such conduct towards Licensor and/or any of its employees, Licensor or its employees may file a complaint with the Licensee's department head in charge of the Licensor's work, and/or with the Licensee's human resources department or the Bloomington Human Rights Commission. The Licensee takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any Licensee employee engaged in such prohibited conduct.

- r. Licensor 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). Licensor shall sign an affidavit, attached as Attachment D, affirming that Licensor 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. Licensor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Licensor or subcontractor subsequently learns is an unauthorized alien. If the Licensee obtains information that the Licensor or subcontractor employs or retains an employee who is an unauthorized alien, the Licensee shall notify the Licensor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Licensor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Licensor or subcontractor did not knowingly employ an unauthorized alien. If the Licensor or subcontractor fails to remedy the violation within the 30 day period, the Licensee 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 Licensee may allow the contract to remain in effect until the Licensee procures a new Contractor. If the Licensee terminates the contract, the Licensor or subcontractor is liable to the Licensor for actual damages. Licensor shall require any subcontractors performing work under this contract to certify to the Licensee 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. Licensor shall maintain on file all subcontractors' certifications throughout the term of the contract with the Licensor.
- s. Licensor is required to certify that it has not, nor has any other member, representative, or agent of Licensee, 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. Licensor shall sign an affidavit, attached hereto as Attachment E, affirming that Licensee has not engaged in any collusive conduct. Attachment E is attached hereto and incorporated by reference as though fully set forth.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

# LICENSOR: THE TRUSTEES OF INDIANA UNIVERSITY

# LICENSEE: CITY OF BLOOMINGTON PARKS & RECREATION

By:	Tim Street, Director Date  Kathleen Mills, President Date Board of Park Commissioners
Date:	Margie Rice, Corporation Counsel Date

#### Attachment A

# 1. Event Overview

Name of Event: All Kids Swim		Sponsoring Organization: City of Bloomington Parks and Recreation			
Date & Time of Event: June 3	– 13, June 17 – 27,	RS Event Co	ounselor: Mark Miller		
and July 8 – 18					
Set up start time: 12:00 pm	Event start time: 12	2:15 pm	End time including tea	r down: 1:	15 pm
Spaces being utilized: Recrea	tional Sports Outdoo	r Pool Instru	ctional Pool		
Facility Access Point: North S	Facility Access Point: North Swim Lesson Access Gate of Recreational Sports Outdoor Pool.				
Sponsoring Organization Representative(s) –names and contact information: City of Bloomington Parks and Recreation. Shelby Drake and Becky – Barrick Higgins <a href="mailto:shelby.drake@bloomington.in.gov">shelby.drake@bloomington.in.gov</a> <a href="mailto:barrickb@bloomington.in.gov">barrickb@bloomington.in.gov</a>					
# Participants: 14 - 21 # Spec	ctators: 4-6 (Counsel	lors		Yes	No
#IU Students: #IU Fac/Staf	f: #Public: 18 - 30		Food	[ ]	[X]
Will event include people und	der the age if 18? [X]	] Yes [] No	Cash Transactions	[ ]	[X]
If yes, provide age range:	4 - 16		Equipment Rental	[ ]	[X]
			Officials Needed	[]	[X]

#### 2. Facilities:

- a. The spaces listed above have been approved for use by during the times listed. The facility must be accessed via the Recreational Sports Outdoor Pool Swim Lesson Entry gate located on the north side of the facility in order to minimize disruption of regular RS operations.
- b. Food is not permitted in activity spaces other than those specified in section 8.
- c. All event signage, decorations, banners, etc. must be approved by RS. All materials must be fireproof or fire retardant.
  - i. Locations must be pre-approved by RS. RS Posters, marketing materials, furniture, and equipment cannot be moved without prior approval.
  - ii. T-stands are available upon request to display signage and event information.
  - iii. 3M Command Strips ® must be used to attach any approved signage or decorations to building or equipment surfaces. If provided by RS, the cost will be charged to the Licensee.

#### 3. Restrooms & Locker Rooms:

- a. Men's and Women's gender specific locker rooms with at least one gender specific counselor monitoring participants in each gender specific locker room. Participants and staff are encouraged to use the locker room that aligns with their gender identity.
- b. In conjunction with Paragraph 9 of the Agreement, Event participants under the age of 18 must be supervised and accompanied by a Licensee staff member, parent/guardian, or volunteer ("chaperone") who has undergone a sex offender registry check when using the designated public locker rooms or restrooms for changing, using the restroom, or showering. Chaperones will be responsible for monitoring the locker area and will oversee the restroom and shower area.
- c. At the conclusion of the event, Licensee must verify that all participants have left the locker room and restroom facilities.
- d. The ratio of chaperones to Event participants in the locker rooms must be no more than 1:10.

# 4. Equipment:

- a. Licensee has agreed to rent the equipment specified at the rate listed on the estimated invoice contained in Attachment B.
- b. No equipment shall be removed from the Licensed Facility without permission from RS.

#### 5. RS Staffing:

a. The following staff will be assigned to this Event with the associated costs billed to Licensee.

RS Staff	Responsibilities
Swim Instructor	Teaching lessons to the participants of
	the All Kids Swim Program, rate is
	included in daily fee.

## 6. Parking

a. At the Recreational Sports Outdoor Pool, parking is available across the street in the IU Volleyball/Wrestling parking lot, the tennis center parking lot, and the Soccer stadium parking lot to the north east of the pool.

## 7. Concessions and Hospitality

- a. Approved concessions and hospitality items can only be consumed in spaces designated here:
  - i. Picnic Areas on Pool deck of Recreational Sports Outdoor Pool

#### 8. Wireless and Internet Access

- a. Students and other individuals with an IU Network ID should connect to IU Secure.
- b. Visitors to Indiana University who do not have an IU Network ID can connect to AT&T wireless free of charge. To connect, make sure your device's wireless networking (Wi-Fi) is turned on and select the "attwifi" SSID. You may need to start your web browser to finish authenticating to AT&T. For complete directions for several different devices, see AT&T's Accessing Wi-Fi (<a href="http://www.att.com/gen/general?pid=13540">http://www.att.com/gen/general?pid=13540</a>).

## 9. Risk Management

- a. RS staff will have final discernment regarding all policies and procedures applicable to the Event, including but not limited to the following:
  - Any specific policies related to the approved activity spaces being utilized.
  - ii. Response to all injuries and emergency situations in the facility. Please note that the University requires an ambulance call for the types of injuries listed below (regardless of if a parent/legal guardian is present). A parent/legal guardian may decline transport, but IU Health EMS personnel will provide information to guide any such decision.
    - a. Not breathing or trouble breathing
    - b. Chest pain
    - c. Head, neck, or back injury
    - d. Decreased level of consciousness
    - e. Severe muscle, bone or joint injury
      - 1. Severe pain

- 2. Unable to move or walk
- 3. Deformity
- 4. Decreased sensation
- f. Nose bleed
  - 1. Resulting from direct impact
  - 2. After diving in to the pool
  - 3. Seasonal lasting longer than 10 minutes
- g. Diabetic emergency
- h. Allergic reaction
- i. Severe bleeding
- j. Seizures
- k. Heat/cold related illness
- I. Participant requests an ambulance
- m. Any staff member feels an ambulance is needed
- iii. Documenting all accidents and incidents that occur in the activity spaces following RS protocol.
- b. It is the responsibility of the Licensee to report any and all injuries, no matter how minor, to RS staff immediately.
- c. It is the responsibility of the Licensee to report any and all illegal activity or suspected illegal activity to the RS staff immediately. Examples include, but are not limited to: theft, fights, harassment/threats and drug/alcohol consumption.
  - d. In the event of any emergency situation caused by severe local weather or fire, Event participants must evacuate and follow instructions given by RS staff members or other Indiana University or public officials to ensure their safety and the safety of others.

## Attachment B – Cost Estimate

REC SPORT COUNSELOR:	Mark Miller				
NAME OF EVENT:	City of Bloomington Parks	and Recreation All Kid	ds Swim		
DATE OF EVENT:	6/3/2024 <u>7/18/2024</u>				
NAME TO BE BILLED:	Bloomington Parks and F	Recreation			
ADDRESS TO BE BILLED:	4001 E Morton St. Suite 2	50			
CITY, STATE, ZIP CODE:	Bloomington, IN 47404				
ATTN:	Shelby Drake				
IU/SOA ACCOUNT # TO BE BILLED:	BLO656				
EMAIL ADDRESS OF RESPONSIBLE PARTY	shelby.drake@bloomington.	in.gov			
Is organization tax exempt?	Yes	Is ST-105 on file?	Yes		
FACILITY RENTAL: NAME OF AREA:	NUMBER OF DAYS	NUMBER OF HRS.	RATE PER HR:	TOTAL	
Instructional Program: AKS June 5 - 15	1.00			\$1,120.00	
Instructional Program: AKS June 19 - 29	1.00	7.00		\$1,120.00	
Instructional Program: AKS July 10 - 20	1.00	8.00	\$160.00	\$1,280.00	
				\$0.00	
SUB-TOTAL FACILITY RENTAL:		22.00		\$3,520.00	
Tax				\$0.00	
TOTAL FACILITY RENTAL:				\$3,520.00	

# Attachment C - Programs Involving Children Attestation

Read	Initial
I have read the university's policy on Programs Involving Children.	SD
All program volunteers and staff will have valid background checks on file and	
thereafter at least every five years and in accordance with PIC policy or, if	
approved by IU Public Safety as a large, discrete, occasional, the program will	e=6
comply with those guidelines.	SD
Indiana University also requires faculty, staff, students and volunteers to report	
any suspected abuse or neglect to the Superintendent of Public Safety. All	
program staff have been made aware of the requirement to report suspected	C*
child abuse or neglect to DCS or law enforcement.	SD
This program will have written program specific rules and procedures and	
those procedures will be shared with program staff and volunteers.	SD
This program will submit to Recreational Sports a copy of the Permission to	
Treat form that will be distributed to parents/guardians. The event organizer	
will ensure that participants who do not have a signed PTT on file with them	47
will not access the facility nor participate in activities described herein.	SD
This program will review the need for any waivers, permission slips or other	
legal forms needed. (For IU Departments, the Office of the VP and General	CK
Counsel MUST review all such forms before use.)	30

## LICENSEE:

By: Shelby Drake
Printed Name: Shelby Drake
Title: Health and Wellness Coordinator
Date: 4/24/24

Attachment D					
AFFIDAVIT REGARDING	G E-VERIFY				
The undersigned, being duly	sworn, hereby	affirms and s	ays that:		
1. The undersigned is the	(job title)	_ of	(company name	e)	
2. The company named here contract with the City of Blo				with or is seeking to	)
3. The undersigned hereby son named herein does not know Code 1324a(h)(3).			_		1
4. The undersigned hereby son named herein is enrolled in a			_	belief, the company	
I affirm under the penalties of the best of my knowledge an		he foregoing	facts and informati	on are true and corre	ect to
Dated this day of		, 2024.			
Signature					
Printed name					

# AFFIDAVIT REGARDING NON-COLLUSION

The undersigned, being duly sworn, hereby affirms and says that:						
has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by, 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.						
I affirm under the propertion to the best of my known to the best of my known to the properties.			ing facts and inforr	nation are true and	correct	
Dated this	day of	, 2024				
Signature						
Printed name						



## STAFF REPORT

A-13 Agenda item

Admin. Approval: TS
Date: 5/10/24

TO: Board of Park Commissioners

FROM: Rebecca Swift, Natural Resources Coordinator

**DATE:** May 21, 2024

SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH SUMMER

STAR FOUNDATION FOR BANNEKER NATURE CLUB

## Recommendation

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Summer Star Foundation for Banneker Summer Nature Days. Summer Star Foundation Funding - \$4860.00

## **Background**

This is the thirteenth year for this partnership. The goal of the partnership is to combine resources from BPRD and Summer Star Foundation to provide environmental education programming to participants of the Banneker Summer Food Program.

The Summer Star Foundation has agreed to provide funding for all transportation, staff, and supply costs for another summer of Banneker Nature Club. BPRD plans to coordinate staff, create lesson plans, plan field trips, and complete regular planning reports for the Summer Star Foundation.

We are excited to continue this partnership with the Summer Star Foundation, who also supports our Griffy Lake Nature Day program for fourth grade students throughout the school year.

RESPECTFULLY SUBMITTED,

**Rebecca Swift, Natural Resources Coordinator** 



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

This Agreement is made and entered into on the date last entered on the signature lines below, by and between the City of Bloomington Parks and Recreation Department (hereinafter, "BPRD"), and Summer Star Foundation for Nature, Art and Humanity, Inc. (hereinafter, "Summer Star Foundation"), sometimes collectively referred to hereinafter as the "Parties."

## 1. Purpose of Agreement:

Both Parties recognize that the need exists to provide wholesome and constructive educational and recreational activities for children in Bloomington, Indiana, that will effectively contribute to the mental, physical, social and educational enrichment of children. The purpose of this Agreement is to set forth terms under which the Summer Star Foundation will provide funding for environmental educational programming through the Banneker Community Center in Bloomington for children in grades K-6 (the "Nature Day Project").

## 2. **Duration of Agreement:**

This Agreement commences on the date set forth above, and expires one month after the evaluation report referenced in Paragraph 5(g) is due, unless terminated earlier as provided under Paragraph 10 or renewed as provided under Paragraph 11. Notwithstanding the foregoing, BPRD's obligations under Paragraph 5(g) (regarding the evaluation report) and Paragraph 5(i) (regarding the return of any unused funds) shall survive the termination of this Agreement.

## 3. City of Bloomington Parks & Recreation Department:

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

#### 4. Summer Star Foundation:

Summer Star Foundation for Nature, Art, and Humanity, Inc. is a non-profit based in Greater Boston that helps in establishing educational programs to enrich children's lives through arts and nature programs and in assisting such programs as are already in existence.

## 5. Banneker Summer Nature Days Project

Summer Star Foundation agrees to pay to BPRD the amount of Four Thousand Eight Hundred

Sixty Dollars (\$4,860.00) by June 30, 2024, to be used to provide funding for the Banneker Summer Nature Days Project (the "Nature Day Project").

The Summer Star grant governed by this Agreement shall be used for the following expenses relating to the Nature Day Project: personnel, curriculum development, logistical coordination, transportation, supplies, and program materials.

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

- a. BPRD shall oversee the design and implementation of the Nature Day Project. The exact location and station topics will be determined during the planning phase to commence in May 2024.
- b. Nature Day Project activities will take place as part of a Nature Club to be held at the Banneker Community Center four days a week during the period from May 29th, 2024, to July 28, 2024, inclusive. On each day that Nature Club meets there will be an afternoon session that will last approximately 2 hours.
- c. Roughly 100 participants will be welcomed to attend the in-person Nature Day Project through the Banneker Community Center.
- d. Nature Day Project participants will each receive a natural journal at the beginning of the program to record weekly activities and lessons that correspond to nature topics.
- e. Nature Day Project activities will include some or all of the following:
  - (i) Field trips to local parks and nature preserves to experience hiking and exploration of various ecosystems;
  - (ii) Physical, chemical, and biological field monitoring;
  - (iii) Plant identification tips and foraging skills;
  - (iv) Habitat building and exploration on-site;
  - (v) Weather forecasts and meteorology;
  - (vi) Nature crafts; and
  - (vii) Investigations of local wildlife
- f. While the target audience of the Nature Day Project will be children in grades K-6, students in grades 7-12 may participate in the project as unpaid group leaders and staff assistants. Take-home activities will also encourage family members to participate.
- g. BPRD shall perform participant assessments, staff evaluations, and take photographs of program activities during the course of the Nature Day Project.
- h. BPRD shall cause the BPRD Staff to provide Summer Star Foundation with planning reports by the end of each month, beginning with the month in which planning for the Nature Day Project starts.
- i. BPRD shall provide Summer Star Foundation an evaluation report of the Nature Day Project by September 30, 2024, including a summary of the budget and expenditures for

the Nature Day Project, and an evaluation of the Nature Day Project effectiveness, and a summary of the assessments and evaluations.

- j. Should BPRD and the Banneker Community Center decide to continue and/or expand the Nature Day Project after August 31, 2024, BPRD shall offer to the Summer Star Foundation the opportunity to provide funding before other outside private sources of funding are sought or accepted. This provision shall not be interpreted to impose any obligation on the Summer Star Foundation to continue or expand its support of the Nature Day Project beyond its stated contribution under this Agreement for the 2024 summer.
- k. BPRD shall, by September 30, 2024, return to the Summer Star Foundation any remaining funds contributed by the Summer Star Foundation to BPRD that have not been used for the purposes set forth in this Paragraph 5.

## 6. BPRD General Administration Responsibilities.

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

- a. Use the funds received from the Summer Star Foundation only for the charitable and public purposes set forth in this Agreement.
- b. Maintain financial, attendance, enrollment and other necessary administrative records with respect to the Nature Day Project funded under this Agreement sufficient to provide the reports to the Summer Star Foundation required under this Agreement.
- c. Recognize Summer Star Foundation in promotional materials including the City of Bloomington Parks and Recreation Summer and Fall Program Guide distributed two times per year to every city resident, using the Summer Star Foundation logo in a manner to be approved by the Summer Star Foundation.
- d. Communicate to the public and participants regarding the Summer Star Foundation's support of the Nature Day Project.
- e. Provide all other information as requested by Summer Star Foundation.

## 7. Summer Star Foundation Responsibilities.

In addition to providing the funding for the Nature Day Project as set forth in this Agreement, the Summer Star Foundation shall provide information to BPRD, if requested by BPRD, to be included in Parks promotional materials.

## 8. Terms Mutually Agreed to By the Parties:

- a. The intent of this Agreement is to document a mutually beneficial relationship between Summer Star Foundation and the BPRD.
- b. Summer Star Foundation is making the grant hereunder to the BPRD in reliance on the BPRD's agreement to administer the funds in accordance with the terms of this Agreement. Summer Star Foundation reserves the right to take whatever steps it deems necessary to monitor the Nature Day Project to ensure compliance with the provisions of this Agreement relating to the operation of said project.

- c. The BPRD staff and personnel involved in this Agreement will at all times represent the Parties to this Agreement in a professional manner, and reflect the commitment of the Parties to quality services and customer satisfaction.
- d. The Parties agree that Summer Star Foundation shall have no responsibility with respect to the operation of the Nature Day Project and shall have no liability to any party relating to the operation of or any other aspect of said project.
- e. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable set forth in this Agreement, unless such timetable is modified in writing by the Parties.
- f. The Summer Star Foundation's obligation to make any future payments under this Agreement is conditioned on BPRD's fulfillment of its reporting obligations under this Agreement and its use of prior and future payments from Summer Star Foundation in accordance with the terms of this Agreement.
- g. The Parties acknowledge and agree that this Agreement may be enforced by BPRD and Summer Star Foundation.
- h. Each of the Parties represents and warrants that it has full power and authority to enter into this Agreement and the individuals signing on behalf of such party are duly authorized to do so.

#### 9. **Notice and Agreement Representatives:**

a. Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the following persons at the addresses and/or numbers listed below:

## **Bloomington Parks and Recreation**

Rebecca Swift

Natural Resources Coordinator

Phone: 812-349-3759

Fax: 812-349-3705

**Summer Star Foundation** 

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

AND

Jordana G. Schreiber, Esq. Day Pitney LLP One Federal Street, 29th Floor Boston, MA 02110 Phone: 617.345.4608

**Summer Star Foundation** 

Fax: 617.607.6070

b. Representatives for the day-to-day operations and implementation of this Agreement shall

**Bloomington Parks and Recreation** 

Shalin Liu

Natural Resources Coordinator

Phone: 812-349-3759 Fax: 812-349-3705 P.O. Box 258 Berlin, MA 01503

AND

Jordana G. Schreiber, Esq. Day Pitney LLP One Federal Street, 29<sup>th</sup> Floor Boston, MA 02110 Phone: 617.345.4608

Fax: 617.607.6070

## 10. Termination:

This Agreement may only be terminated, except as expressly provided above, prior to its stated expiration in writing by the mutual agreement of the Parties and delivered to the Notice and Agreement Representatives listed in Paragraph 9. Upon such termination, all funds not used for the purposes set forth in this Agreement shall be returned to the Summer Star Foundation.

## 11. Option for Renewal:

The Parties have the option to renew this Agreement for any subsequent years by the mutual agreement of the Parties and upon the same terms as provided herein or such other terms as agreed to between the Parties. Such renewal must be in writing, signed by the Parties and delivered to the Notice and Agreement Representatives listed in Paragraph 9. This provision shall not be interpreted to impose any obligation on the Parties to renew this Agreement.

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

Recreation Department		or Nature,
	By:	
DATE	Shalin Liu, President	DATE
DATE		
5/16/2024		
	DATE	Art, and Humanity, Inc.  By:  DATE  Shalin Liu, President  DATE  5/16/2024



# STAFF REPORT

B=1 Agenda item Admin. Approval: TS

Date: 5/15/24

TO: Board of Park Commissioners

FROM: Emily Buuck, Community Relations Coordinator

**DATE:** May 10, 2024

SUBJECT: BRAVO AWARD - AMY AND JOHN ZUBAY

## Recommendation

Staff recommends Amy and John Zubay for the May Bravo Award.

## **Background**

Amy and John have been caring for a large, city-owned sycamore tree for the past several years now. Their efforts to maintain this tree have been noted and appreciated by all of our Urban Forestry staff, especially Haskell, who ultimately recommended them for this award. Their efforts to care for this tree are ones that will be beneficial to the city and its residents for decades to come. We greatly appreciate their commitment to helping preserve our urban forests!

RESPECTFULLY SUBMITTED,

**Emily Buuck, Community Relations Coordinator** 



## STAFF REPORT

C-1 Agenda item Admin. Approval: TS
Date: 5/10/24

**TO:** Board of Park Commissioners

FROM: Satoshi Kido, Sports Division Director

**DATE:** May 21, 2024

**SUBJECT:** Resolution 24-04 – Master Lease Agreement Financing

## Recommendation

Staff recommends approval of this resolution updating authority to enter into a master lease agreement with First Financial Equipment Finance LLC.

We're reauthorizing this with some specific language at the request of the financing company. The terms and conditions stay the same as were previously approved: a three-year term with annual payments of \$90,449.33.

## **Background**

The master lease agreement and financing were approved at the March Park Board meeting. However, the financing with First Financial Equipment Finance LLC needs resolution in order to close the agreement.

## RESPECTFULLY SUBMITTED,

Satoshi Kido, Sports Division Director

## CITY OF BLOOMINGTON BOARD OF PARK COMMISSIONERS

#### Resolution 2024-004

Confirming Signatory Authority on Behalf of the Board For the Lease Purchase Agreement with First Financial Equipment Finance, LLC

Whereas, the City of Bloomington Parks Department wishes to enter into a Lease Purchase agreement with First Financial Equipment Finance, LLC ("First Financial"), to purchase equipment through Midwest Golf and Turf, as indicated in Exhibit B; and

Whereas, First Financial requires a resolution by the Board of Park Commissioners authorizing the president of the Parks Board and Corporation Counsel for the City of Bloomington to sign the Lease Purchase Agreement on behalf of the Board of Park Commissioners;

Whereas, the Board of Park Commissioners approved and executed the quote from First Financial, provided as Exhibit A, outlining the details of the transaction, on March 26<sup>th</sup>, 2024;

Whereas, those terms have now been outlined in the attached Lease Purchase Agreement, set forth in Exhibit B.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA THAT:

- 1. The Board of Park Commissioners has the authority to enter into the equipment finance contract with First Financial for the purchase of the following assets: seventy-five Club Car Tempo Electric Excel Golf Cars, one Club Car Carryall 300 Gas Range Picker, and one Club Car Carryall 500 Gas Utility;
- 2. The Board of Park Commissioners approves the transaction for 77 golf carts as set forth in Exhibit B.
- 3. The following individuals are authorized to sign the Lease Purchase Agreement on behalf of the Board of Park Commissioners:
  - a. Kathleen Mills, President of the Board of Park Commissioners; and
  - b. Margie Rice, Corporation Counsel for the City of Bloomington.

PASSED	) AND	ADOPTI	ED by t	he Boar	d of Par	k Co	mmissioners	of the	City	of Bloon	ningtor
Indiana,	Monroe	e County,	Indiana	upon th	is May 2	1, 20	24.				

Kathleen Mills		

DocuSian Envelope ID:	FAA12557-FA7C-4D68-9BC6-68D3D74410CF

Ellen Rodkey		
Jim Whitlatch		
Israel Herrera		

## Exhibit A



## first financial equipment finance

March 12, 2024

Jessica McLellan Controller City of Bloomington 401 N Morton St Ste 240 Bloomington, IN 47404

Ms. McLellan:

First Financial Equipment Finance, LLC ("FFEF") is pleased to offer the City of Bloomington, Indiana the following proposal. This proposal is subject to final credit approval and mutually agreeable documentation. Upon receipt of a signed copy of this proposal indicating your acceptance, FFEF will begin the final credit approval process.

Lessor:

First Financial Equipment Finance, LLC, its successors or assigns ("Lessor")

Lessee:

City of Bloomington, Indiana ("Lessee")

**Equipment:** 

Golf Carts

Equipment

\$254,527.00

Cost:

Lease Option:

3 Year term. 3 annual payments, in advance at \$90,449.33.

Interest Rate:

Interest rate equal to the 30 day SOFR index plus 1.25% at the time of commencement. Rate

as of 1/23/2024 is 6.56%.

**Purchase** Amount:

At maturity, Lessee shall purchase all but not less than all of the Equipment for an amount

equal to \$1.00.

Rental Adjustment: The rental factor quoted in this proposal is indexed to the 30 day SOFR index plus 1.25%.

Lessor reserves the right to adjust the final pricing proportionately to any changes in the

underlying index in order to maintain the Lessor's yield and cash flow.

Lease Structure: The lease will be a "net lease" wherein the Lessee will be responsible for all maintenance,

insurance, and taxes, including any applicable sales/use tax and personal property tax.

**Transaction** 

There will be a processing fee of \$500 per lease schedule.

Expenses:

Documentation shall be mutually acceptable to both parties. The city shall provide an opinion of legal counsel attesting to the legal, valid, and binding nature of the lease.

This letter shall in no event be interpreted as a commitment by FFEF to provide financing or issue or extend credit on the terms identified above or at all. This letter serves only as a preliminary description of the possible terms and conditions of the proposed financing, which is subject to further review, analysis, consideration and credit approval

This letter expires at the close of business on March 31, 2024 unless this letter is acknowledged by you as indicated below. This letter is for the benefit of the Lessee and is not to be distributed or shared with any other party.

We appreciate the opportunity and look forward to working with you.

Sincerely,

FIRST FINANCIAL EQUIPMENT FINANCE, LLC

Trevor Bruner

Sales Executive 812-629-7099 Trevor.bruner@bankatfirst.com

Agreed and Acknowledged:

City of Bloomington, Indiana

Park Commissioners:

Ellen Rodkey

Israel Herrera

Jim Whitlatch

City of Bloomington:

Corporation Counsel

Tim Street, Director

Parks and Recreation Department



# **Tempo Electric Excel Options**

To: City of	Bloomington		Date: 2/23/2024
Quantity	Description	Per Unit	Extension
75	2024 Club Car Tempo Electric Excel Golf Cars  Standard Accessories: Color – Green (74), Platinum (1) Seat Color – Beige Monsoon Canopy Top – Beige Heavy Duty Trojan 8 Volt Batteries (Set of 6) Single Point Watering System, Sweater Basket Fully Automatic E.R.I.C.® Chargers Number Decals (2), Comfort Grip Steering Wheel FlexiDrink Cup Holders (4), USB Ports (2) Power Ribbed Tires and Wheel Covers (Set of 4) Freight and Installation  Additional Accessories Included in Pricing: Windshield – Fold Down Sand Bottle – Driver Side	\$5,798.00	\$434,850.00
1 1	2024 Club Car Carryall 300 Gas Range Picker 2024 Club Car Carryall 500 Gas Utility	\$13,263.00 \$10,039.00	\$13,263.00 \$10,039.00
75	Trade-Ins: 2019 EZGO TXT Electric  All trade-ins must be intact and accessorized as when purchased (normal wear and tear excepted), free of liens and encumbrances, and in fleet	(\$2,715.00)	(\$203,625.00)
	running condition. All trade-ins must also have one working charger per car.	NET TOTAL:	\$254,527.00
Terms	F.O.B.	Approx. Delivery Date	Shipped Via
COD	Bloomington, IN	April 2024	Club Car Truck

All credit terms must be approved by Midwest Golf & Turf prior to delivery. Customer to submit required credit information for credit approval. The above proposal is firm for 30 days and is based on today's interest rate. After 30 days should vehicle prices or interest rates fluctuate, this rate will be adjusted accordingly.

This is an offer to sell the above-described products at the prices indicated by Midwest Golf & Turf, LLC and, upon acceptance by the indicated buyer, will become a binding contract of sale.

ACCEPTED BY:			
CITY OF BLOOMINGTON BARKS/BOARD:	CITY OF BLOOMINGTON:	Midwest Golf & Turf	
im Whitlatch	Margie Rice, Corporation Counsel	By: Troy Griffith	
Ger pr	1.80	Title: Territory Manager	
Cllen Rodkey	Tim Street, Director, Department of Parks and Recreation	Date: 3/11/2024	_
srael Jerrera		Date: 5/11/2024	•

#### Exhibit B

#### MASTER LEASE AGREEMENT NO. 2915

This Master Lease Agreement ("Master Lease Agreement") is entered into May 21, 2024, between First Financial Equipment Finance, LLC, an Ohio limited liability company with its principal place of business at 4680 Parkway Drive, Suite 300, Mason, Ohio 45040 ("Lessor"), and City of Bloomington, an Indiana municipality with its principal place of business at 401 N Morton Street, Bloomington, Indiana 47404 ("Lessee").

The parties agree as follows:

#### 1. DEFINITIONS.

- "Acceptance Certificate" means a certificate evidencing Lessee's absolute, irrevocable, and unconditional acceptance of the Equipment.
- "Addition" means a part, piece, component, accessory, accession, adjustment, modification, alteration, addition, replacement, substitution, exchange, improvement, upgrade, or enhancement.
- "Base Rent" means the periodic payment set forth in a Lease.
- "Base Rent Commencement Date" means the Delivery Date (if it falls on the first day of a month) or the first day of the month immediately following the Delivery Date (if it does not fall on the first day of a month).
- "Casualty Value" means the applicable stipulated loss value or casualty value of the Equipment specified in a Lease, together with all accrued and unpaid amounts due and owing when Lessee pays the same.
- "Delivery Date" means the date the Equipment is delivered to Lessee.
- "Document" means a credit application, tax return, financial statement, purchase order, invoice, bill of sale, agreement, contract, lease, assignment, guaranty, warranty, renewal, amendment, attachment, addendum, supplement, exhibit, schedule, rider, certificate, notice, table, record, document, resolution, appraisal, form, filing, policy, instrument, note, draft, check, waiver, approval, authorization, or consent.
- "Eligible Condition" means Equipment that is in its original condition (ordinary wear and tear from proper use excepted), that is in good working order, that is capable of performing all functions that it could perform when delivered to Lessee, that can be placed in immediate use for its intended purposes, that is free from latent and patent damage, flaws, and defects, that is merchantable, that is free from all Encumbrances except those created by Lessor and Lessor's Assignee, that is free from all Additions except those required by applicable law or for service and maintenance eligibility, that is free from all personal, business, classified, proprietary, privileged, nonpublic, and confidential records, data, and information, that is certified as eligible for a service and maintenance contract by the Manufacturer or a third party reasonably acceptable to Lessor, and that meets all other return conditions and requirements specified herein.
- "Encumbrance" means a charge, claim, community property interest, condition, lien, option, encumbrance, equitable interest, pledge, security interest, mortgage, easement, imposition, encroachment, infringement, restriction, or third-party interest.
- "Equipment" means equipment, goods, assets, hardware, software, personal property, and other items subject to a Lease, together with all Additions thereto if the context requires.
- "Event of Default" means the occurrence of a Lessee default or other event set forth in Section 19.
- "Event of Loss" means the loss of use of some or all of the Equipment for its intended purposes, including, but not limited to, loss resulting from physical damage, spoilage, decay, corrosion, exposure to harsh or unsafe conditions, erasure, inoperability, incapacity, latent or patent defects, theft, confiscation, seizure, condemnation, government taking, requisition, appropriation, act of war, terrorist attack, fire, flood, earthquake, tsunami, or other act of god or natural phenomenon.
- "Fair Market Value" has the meaning given to it in Section 17.
- "Firm Term" means the period of time beginning on the Delivery Date and ending upon the expiration of the full number of consecutive calendar months specified in the Lease from and after the Base Rent Commencement Date.

- "GAAP" means United States generally accepted accounting principles applied on a consistent basis.
- "Guarantor" means a guarantor, endorser, surety, or other person or entity responsible in whole or part for the payment, performance, discharge, or observance of Lessee's promises, agreements, covenants, or obligations.
- "Lease" means a distinctively numbered equipment schedule that incorporates the terms and conditions of this Master Lease Agreement and lists the Equipment to be leased, the Base Rent, and other terms agreed upon by the parties, together with all Documents relating thereto.
- "Lessor's Assignee" means a person or entity to whom or which Lessor assigns, sells, grants a security interest in, or otherwise transfers some or all of Lessor's right, title, or interest in or to a Lease or the Equipment.
- "Manufacturer" means the manufacturer, vendor, or seller of the Equipment or the person or entity from whom or which Lessor acquired the Equipment, as applicable and as the context requires.
- "Notice of Assignment" means a notice evidencing Lessor's assignment, sale, grant of a security interest in, or other transfer of some or all of Lessor's right, title, or interest in or to a Lease or the Equipment.
- "Renewal Term" has the meaning given to it in Section 17.
- "Risk Period" means the period of time beginning on the date Lessor acquires title to the Equipment or the date the Manufacturer ships the Equipment for delivery to Lessee, whichever comes first, and ending at the expiration of the Lease term.
- "Tax" means a tax, fee, assessment, levy, toll, tariff, charge, penalty, or duty of any kind or nature, including, but not limited to, income, license, title, registration, personal property, sales, use, transfer, value-added, and alternative taxes, together with interest, penalties, fines, and additional amounts relating thereto, imposed, assessed, charged, levied, or collected by or under the authority of any governmental body, excepting only taxes assessed on Lessor's net income.
- "UCC" means the Uniform Commercial Code as adopted in the jurisdiction set forth in Section 22(M).
- 2. LEASE. Lessor will lease to Lessee, and Lessee will lease from Lessor, the Equipment listed on each Lease. Except as specifically set forth therein, each Lease will incorporate the terms of this Master Lease Agreement. If there is a conflict between the terms of this Master Lease Agreement and the terms of a Lease, the terms of the Lease will control. Each Lease is an independent lease between Lessor and Lessee and is separate and distinct from all other leases, equipment schedules, agreements, arrangements, and understandings between them, whether now existing or hereafter arising, and whether or not incorporating this Master Lease Agreement.
- **3. TERM.** The term of a Lease is the Firm Term plus any renewal as provided for herein. A Lease may not be canceled or terminated except as specifically provided for by, and subject to the terms and conditions of, Section 14, Section 17, or Section 20.
- **4. RENT, TAXES, AND EXPENSES.** Unless otherwise directed by Lessor or Lessor's Assignee, Lessee will pay Base Rent (i) to Lessor at the address first set forth above, (ii) from the Base Rent Commencement Date until the expiration of the Lease term, and (iii) in advance on the first day of each calendar period specified in the Lease. In addition to Base Rent, Lessee will pay to Lessor an amount equal to 1/30 of Base Rent (or 1/90 of Base Rent if it is payable quarterly) as additional, pro rata rent for each day from the Delivery Date to the Base Rent Commencement Date. Lessee assumes liability for, and will indemnify

and hold Lessor harmless from, all Taxes relating to a Lease or the Equipment. If applicable law requires Lessee to report and remit personal property Taxes relating to a Lease or the Equipment, Lessee will report and remit them to the applicable Tax jurisdiction when and as required, and Lessee will provide Lessor with proof of payment, invoices, and all other Documents relating thereto no later than five days after Lessor's written request. If applicable law requires Lessor to report and remit personal property Taxes relating to a Lease or the Equipment, Lessor will report and remit them to the applicable Tax jurisdiction when and as required, and, upon receipt of an invoice from Lessor, Lessee will reimburse Lessor for all amounts relating thereto on demand. Upon receipt of an invoice from Lessor, Lessee will pay or reimburse Lessor on demand for all other Taxes remitted by Lessor. Lessor may invoice Lessee for Base Rent, Taxes, and other amounts, but Lessor's failure to do so will not in any way relieve or defer Lessee's obligations. LESSEE'S OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, ITS OBLIGATION TO PAY BASE RENT, TAXES, AND ALL OTHER AMOUNTS, ARE ABSOLUTE, IRREVOCABLE, UNCONDITIONAL AND ARE NOT SUBJECT TO DEFENSE, ACTION. CLAIM, COUNTERCLAIM, CROSSCLAIM, SUIT. EXCUSE. FORGIVENESS. ABATEMENT, DEFERMENT, INTERRUPTION, RECOUPMENT, OR SETOFF FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, (I) ANY ACTUAL OR ALLEGED DAMAGE, DEFECT, OBSOLESCENCE, FAULT, MALFUNCTION, DEFICIENCY, INADEQUACY, INOPERABILITY, OR INFRINGEMENT RELATING TO THE EQUIPMENT, (II) ANY CLAIMS LESSEE HAS OR MIGHT HAVE RELATING TO THE MANUFACTURER'S ACTIONS, DESCRIPTIONS, GUARANTEES, REPRESENTATIONS, OR WARRANTIES, OR (III) ANY BREACH, DEFAULT, TERMINATION, CANCELLATION, OR EXPIRATION UNDER OR OF ANY LICENSE AGREEMENT, SERVICE OR MAINTENANCE CONTRACT, OR OTHER AGREEMENT BETWEEN LESSEE AND ONE OR MORE THIRD PARTIES, WHETHER OR NOT RELATING TO THE EQUIPMENT. Interest on past-due payments and other amounts will accrue at a rate equal to the lesser of 1.5% per month and the highest rate allowed under applicable law and will be payable by Lessee on demand. Each Lease is a net lease. All charges, expenses, and liabilities relating to a Lease and the Equipment will be borne solely by Lessee.

- 5. REPRESENTATIONS AND WARRANTIES. Lessee represents and warrants to Lessor that (i) Lessee's legal name, principal place of business, jurisdiction of organization, jurisdictionally issued identification number, and form of organization are completely and accurately set forth herein, (ii) Lessee is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, (iii) Lessee is duly qualified to do business as a foreign entity and is in good standing under the laws of each jurisdiction in which the nature of its business requires qualification, including, but not limited to, the jurisdictions in which the Equipment is or will be located. (iv) Lessee has full power and authority to conduct its business as it is now being conducted and to own or use the properties and assets that it purports to own or use, including, but not limited to, the properties at which the Equipment is or will be located, (v) this Master Lease Agreement and each Lease constitutes the legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, (vi) Lessee has the absolute and unrestricted right, power, and authority to execute and deliver this Master Lease Agreement and each Lease and to pay, perform, discharge, and observe all of its promises, agreements, covenants, and obligations, (vii) each individual executing this Master Lease Agreement and each Lease on Lessee's behalf is duly authorized to do so, (viii) Lessee's execution and delivery of this Master Lease Agreement and each Lease, and Lessee's payment, performance, discharge, and observance of its promises, agreements, covenants, and obligations does not and will not breach or violate any provision of applicable law, Lessee's governing documents, or Lessee's existing contracts or authorizations, and (ix) there is no pending or, to Lessee's knowledge, threatened litigation or other proceeding materially affecting Lessee, its assets, or its operations.
- **6. FINANCE LEASE.** Lessee acknowledges and agrees that each Lease is a finance lease, that Lessor is not the manufacturer, distributor, supplier, vendor, seller, or licensor of the Equipment (or an agent, partner, or affiliate of these entities), that Lessee selected the Equipment without any assistance or input from Lessor, that Lessor purchased the Equipment to lease it to Lessee, that Lessee has received and approved any supply contract covering the Equipment, that Lessor has informed Lessee of the identity of the supplier, that Lessee is entitled under Article 2A of the UCC to the promises and warranties, including those of any

third party, provided to Lessor by the supplier under any supply contract covering the Equipment, and that Lessee may communicate with the supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers, limitations, and remedies relating thereto. As used in this paragraph, "finance lease," "supplier," and "supply contract" shall be given the meanings ascribed to them in Article 2A of the UCC.

- 7. DISCLAIMER OF LESSOR WARRANTIES. Lessee represents and warrants to Lessor that the Equipment is suitable for Lessee's purposes. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, LESSOR MAKES NO OPINION, REPRESENTATION, WARRANTY, PROMISE, OR GUARANTEE OF ANY KIND OR NATURE, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, RELATING TO A LEASE OR THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY OPINION, REPRESENTATION, WARRANTY, PROMISE, OR GUARANTEE OF QUALITY, WORKMANSHIP, DESIGN, CONFIGURATION, STYLE, CONDITION, FUNCTIONALITY, PERFORMANCE, OPERATION, CAPABILITY, CAPACITY, POWER, SIZE, RANGE, DURABILITY, USEFUL LIFE, ECONOMIC LIFE, EXISTENCE, DELIVERY, INSURABILITY, UTILITY, SUITABILITY, VALUE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE BY THIRD PARTIES, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, LICENSE OR CERTIFICATION REQUIREMENTS, TAX OR ACCOUNTING IMPLICATIONS, OR OR REGULATORY COMPLIANCE, AND LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR HAS NOT MADE **THE SAME.** Lessee further acknowledges and agrees that Lessor has not provided or offered to provide any model or sample of the Equipment to Lessee. Lessor disclaims, and Lessee waives the enforceability and effectiveness of, all existing and hereafter arising laws and regulations (as the same may be amended, supplemented, or interpreted from time to time) that impose or purport to impose warranties that are not specifically provided for herein, including, but not limited to, Sections 211-213 of Article 2A of the UCC, and Lessee agrees that it will not pursue claims relating thereto or attempt to enforce the same. LESSOR LEASES THE EQUIPMENT TO LESSEE "AS IS" AND "WITH ALL FAULTS." If Lessee pursues or attempts to pursue claims relating to the Equipment or the Manufacturer, including, but not limited to, claims that the equipment is obsolete, damaged, defective, faulty, flawed, malfunctioning, deficient, incomplete, inadequate, substandard, unsatisfactory, inoperable, or infringes any intellectual property rights, or claims relating to the Manufacturer's actions, descriptions, guarantees, representations, or warranties, Lessee agrees that it will pursue the claims solely and directly against the Manufacturer. Under no circumstances will Lessor be liable to Lessee for lost profits or special. indirect, incidental, consequential, or punitive damages.
- **8. MANUFACTURER WARRANTIES.** Provided no Event of Default has occurred and is occurring, and subject to applicable law and the Manufacturer's restrictions on transfer, Lessee will be the beneficiary of, and entitled to, all opinions, representations, warranties, promises, and guarantees provided by the Manufacturer relating to the Equipment.
- 9. USE, MAINTENANCE, ADDITIONS, AND INSPECTIONS. Except for laptops, Lessee may not move the Equipment from the location set forth in the Lease without Lessor's prior written consent. Lessee may not move any Equipment outside the continental United States. Only authorized employees of Lessee may use the Equipment, and Lessee agrees that these employees are and will be qualified, licensed, and certified to use the Equipment pursuant to applicable law, insurance policy requirements, Lessee's internal policies, and the Manufacturer's recommendations and requirements. Lessee will use the Equipment only for its intended purposes in the course of Lessee's business operations, and not for consumer, family, household, or personal purposes. Lessee will use the Equipment in compliance with applicable law, all insurance policies, and the Manufacturer's recommendations and requirements. Lessee will keep and maintain the Equipment in its original condition (ordinary wear and tear from proper use excepted), in good working order, capable of performing all functions that it was intended to and could perform when delivered to Lessee, and free from latent and patent damage, flaws, and defects. Lessee will not neglect or abandon the Equipment, and Lessee will not expose the Equipment to harsh, abrasive, inclement, severe, hazardous, or unsafe conditions. Lessee will, directly or indirectly, service, repair, overhaul, tune, fix, restore, refurbish, refit, rebuild, recondition, reinstall, and reconstruct the Equipment as needed to comply with the terms hereof. Lessee will obtain and maintain from the Manufacturer or a third party reasonably

acceptable to Lessor extended warranty coverage and a service and maintenance contract covering the Equipment, each in form and substance satisfactory to Lessor in its sole and absolute discretion. Lessee will provide copies of these coverages to Lessor on demand. Lessee will maintain clear, understandable, and up-to-date use and maintenance records on the Equipment. Lessee may not make or allow any Addition to be made to the Equipment unless the Addition does not and will not cause the quality, condition, functionality, performance, capacity, power, size, range, durability, expected life, utility, or value of the Equipment to decrease or decline and either the Equipment can be restored to its original condition (ordinary wear and tear from proper use excepted) with minimal time and expense or the Addition is required by applicable law or by the Manufacturer or a third party reasonably acceptable to Lessor for service and maintenance eligibility and is free of all Encumbrances except those created by Lessor or Lessor's Assignee. Lessee will provide Lessor with prior written notice of any proposed Addition, and Lessor's receipt or acknowledgement of this notice is not and will not be deemed to be a waiver of Lessor's rights or an acknowledgement or agreement that the proposed Addition is a permitted Addition. Upon Lessor's request, Lessee will provide Lessor with information relating to the condition, performance, location, use, and maintenance of the Equipment. Subject to Lessee's reasonable security requirements, and upon not less than 24 hours prior notice to Lessee, Lessor or any person or entity designated by Lessor may enter upon the premises where the Equipment is located and inspect the Equipment and review and copy all Documents relating thereto.

- **10. QUIET ENJOYMENT.** Provided no Event of Default has occurred and is occurring, Lessor will not interfere with Lessee's use, possession, or quiet enjoyment of the Equipment.
- 11. TITLE. Lessee acknowledges and agrees that it has no right, title, or interest in or to the Equipment except the limited right to use the Equipment pursuant to the terms and conditions set forth herein. The Equipment is and at all times will remain the personal property of Lessor. Lessee may not attach, affix, fasten, connect, append, join, install, incorporate, or secure the Equipment to real property or otherwise cause or allow the Equipment to become a fixture or an accession under applicable law. At Lessor's request, Lessee will obtain an executed landlord waiver or other written acknowledgement from the owner. landlord, or mortgagee of the premises where the Equipment is located, each in form and substance satisfactory to Lessor in its sole and absolute discretion. Lessee will protect and defend Lessor's right, title, and interest in and to the Equipment, and Lessee will immediately notify Lessor in writing of any pending or threatened claim relating thereto. Lessee will keep the Equipment free of all Encumbrances except those created by Lessor or Lessor's Assignee. Lessee will prominently affix and maintain on the Equipment all labels, plates, tags, decals, stickers, and other markings requested by Lessor, including, but not limited to, those indicating that Lessor is the owner of the Equipment. Lessee acknowledges and agrees that it has no right, title, or interest in or to any software included in the Equipment except the limited right to use the software pursuant to the terms of a license agreement or other arrangement between Lessee and the licensor, which Lessee will obtain and maintain at its sole cost and expense. Lessee may not encumber, assign, transfer, sell, amend, supplement, or terminate any license agreement or other arrangement covering software included in the Equipment without Lessor's prior written consent.
- 12. UCC FILINGS. To secure the payment, performance, discharge, and observance of Lessee's promises, agreements, covenants, and obligations, Lessee grants to Lessor a first-priority security interest in and to the Equipment and the proceeds thereof. Lessee absolutely, irrevocably, and unconditionally authorizes Lessor to prepare, execute, endorse, file, and record, on its own behalf and as Lessee's agent and attorney-in-fact, all UCC financing statements and other Documents deemed necessary or desirable by Lessor to protect its right, title, and interest in and to a Lease and the Equipment. Lessee ratifies, confirms, and approves all actions taken by Lessor in furtherance of the foregoing before the date of a Lease. Lessee may not prepare, execute, endorse, file, or record any correction or termination statement relating to any UCC financing statement or other Document covering a Lease or the Equipment. Lessee may not change its legal name, principal place of business, jurisdiction of organization, jurisdictionally issued organization number, or form of organization unless it has provided Lessor with at least one month prior written notice. Notwithstanding the foregoing provisions of this paragraph. Lessor and Lessee agree that each Lease is a true lease and not a lease intended as security. The security interest

granted herein, together with the rights and obligations relating thereto, is made on a precautionary basis only.

- 13. DOCUMENTATION. Lessor may insert and revise dates, serial numbers, and other information in any Document it deems necessary or desirable to complete or correct Lease documentation. Lessee will, promptly after Lessor's request, obtain, execute, and deliver to Lessor an incumbency certificate, good standing certificate, secretary's certificate, insurance certificate, Acceptance Certificate, and other Documents relating to a Lease or the Equipment that Lessor deems necessary or desirable, each in form and substance satisfactory to Lessor in its sole and absolute discretion. Lessee acknowledges and agrees that Lessor's receipt of these items is a condition precedent to Lessor's payment of the Equipment purchase price to the Manufacturer.
- 14. RISK OF LOSS. Lessee assumes all risks of loss and damage to the Equipment during the Risk Period. If some or all of the Equipment incurs an Event of Loss during the Risk Period then Lessee will immediately notify Lessor in writing. On the next-scheduled Base Rent payment date, Lessee will, at Lessor's option, (i) replace the Equipment with like-kind Equipment of equal or greater quality, condition, functionality, performance, capacity, power, size, range, durability, expected life, utility, and value that is acceptable to Lessor in its sole and absolute discretion, free of all Encumbrances except those created by Lessor or Lessor's Assignee, and continue to pay Base Rent, Taxes, and all other amounts without interruption, or (ii) pay to Lessor the Casualty Value. Upon Lessor's receipt of the Casualty Value, Base Rent, Taxes, and all other amounts will cease accruing, the Lease will terminate automatically, and Lessee will own and be responsible for the Equipment, in each case only with respect to the Equipment subject to the Event of Loss. Insurance proceeds received by Lessor relating to an Event of Loss will be applied to reimburse Lessee for the purchase of replacement Equipment or reduce Lessee's obligation to pay the Casualty Value, with the balance, if any, being retained by Lessor.
- 15. INSURANCE. Lessee will obtain and maintain during the Risk Period (i) all risk property insurance covering the Equipment in an amount acceptable to Lessor and Lessor's Assignee, but in no event less than the Casualty Value, and naming Lessor and Lessor's Assignee as lender's loss payees, and (ii) comprehensive public liability insurance relating to the Lease and the Equipment in an amount acceptable to Lessor and Lessor's Assignee, but in no event less than \$2,000,000 per occurrence, and naming Lessor and Lessor's Assignee as additional insureds. Lessee will obtain and maintain these coverages from one or more nationally recognized, reputable insurance companies acceptable to Lessor and Lessor's Assignee in their absolute discretion. Each policy will provide that it may not be cancelled or materially modified without one month prior written notice to Lessor and Lessor's Assignee and that it may not be cancelled or invalidated by any Lessee action or inaction. Lessee will deliver or cause to be delivered to Lessor and Lessor's Assignee certificates evidencing the coverages required herein and, before the expiration thereof, each renewal and replacement relating thereto. Lessee absolutely, irrevocably, and unconditionally authorizes each of Lessor and Lessor's Assignee to prepare, execute, endorse, file, and record, on its own behalf and as Lessee's agent and attorney-in-fact, all Documents deemed necessary or desirable by such parties or the insurance providers to make claim for, receive, and collect payments under the policies obtained and maintained pursuant to this paragraph.
- 16. ASSIGNMENT BY LESSOR. Lessor may assign, sell, grant a security interest in, and otherwise transfer some or all of its right, title, and interest in and to a Lease and the Equipment without notice to or the consent of Lessee. Lessee will, promptly after the request of Lessor or Lessor's Assignee, obtain, execute, and deliver to such parties a Notice of Assignment and all other Documents that Lessor and Lessor's Assignee deem necessary or desirable, each in form and substance satisfactory to Lessor and Lessor's Assignee in their absolute discretion. Lessee acknowledges and agrees that Lessor's Assignee will not assume any of Lessor's obligations except those specifically set forth in the Notice of Assignment. Lessee agrees that it will not assert against Lessor's Assignee any defense or claim that Lessee has against Lessor. LESSEE WILL PAY ALL ASSIGNED, SOLD, ENCUMBERED, AND OTHERWISE TRANSFERRED AMOUNTS AS DIRECTED BY LESSOR OR LESSOR'S ASSIGNEE, AND LESSEE ACKNOWLEDGES AND AGREES THAT ITS OBLIGATION TO DO SO IS ABSOLUTE, IRREVOCABLE, AND UNCONDITIONAL AND IS NOT SUBJECT TO DEFENSE, ACTION, SUIT, CLAIM, COUNTERCLAIM, CROSSCLAIM, EXCUSE, FORGIVENESS, ABATEMENT, DEFERMENT, REDUCTION,

INTERRUPTION, RECOUPMENT, OR SETOFF FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, (I) ANY ACTUAL OR ALLEGED DEFECT, DAMAGE, OBSOLESCENCE. FAULT, MALFUNCTION, DEFICIENCY, INADEQUACY, INOPERABILITY, OR INFRINGEMENT RELATING TO THE EQUIPMENT, (II) ANY CLAIMS HAS OR MIGHT HAVE RELATING TO THE MANUFACTURER'S ACTIONS, DESCRIPTIONS, GUARANTEES, REPRESENTATIONS, OR WARRANTIES, OR (III) ANY BREACH, DEFAULT, TERMINATION, CANCELLATION, OR EXPIRATION UNDER OR OF ANY LICENSE AGREEMENT, SERVICE OR MAINTENANCE CONTRACT, OR OTHER AGREEMENT BETWEEN LESSEE AND ONE OR MORE THIRD PARTIES, WHETHER OR NOT RELATING TO THE EQUIPMENT.

#### 17. END-OF-TERM OPTIONS AND REQUIREMENTS.

(A) RETURN. Lessee may return all, but not less than all, of the Equipment at the expiration of the Firm Term, provided that (i) no Event of Default has occurred and is occurring on the required return date, (ii) Lessee has provided at least three months, but not more than four months, written notice to Lessor of Lessee's intent to return the Equipment pursuant to this paragraph, and (iii) all the other terms and conditions in this paragraph are performed as required. Upon Lessor's receipt of the notice referred to in this paragraph, Lessor or any person or entity designated by Lessor may, upon not less than 24 hours prior notice to Lessee, enter upon the premises where the Equipment is located and inspect, audit, appraise, test, and demonstrate the Equipment. At or before the expiration of the Firm Term, Lessee will cease all use of the Equipment and return all, but not less than all, of the Equipment, together with all Documents originally furnished therewith and otherwise relating thereto, to a location within the continental United States designated by Lessor. Upon receipt of the Equipment, Lessor or any person or entity designated by Lessor may inspect, audit, appraise, and test the Equipment. Lessee must return the Equipment in Eligible Condition and in compliance with the terms of the Manufacturer's recommendations and Lessor's general and asset-specific return instructions. If the Equipment is timely received by Lessor but is not in Eligible Condition, Lessee will pay the Lessor the lesser of the Casualty Value applicable at the expiration of the Firm Term and the amount determined by Lessor as necessary to bring the Equipment to Eligible Condition.

(B) PURCHASE. Lessee may purchase all, but not less than all, of the Equipment from Lessor at the expiration of the Firm Term, provided that (i) no Event of Default has occurred and is occurring on the required purchase date, and (ii) Lessee has provided at least three months, but not more than four months, written notice to Lessor of Lessee's intent to purchase the Equipment pursuant to this paragraph. The purchase price will be Fair Market Value and will be paid by Lessee to Lessor concurrently with the expiration of the Firm Term. As used in this paragraph, "Fair Market Value" means the value obtained in an arm'slength transaction between an informed and willing end-user buyer and an informed and willing seller under no compulsion to sell, valued as if the Equipment is in Eligible Condition and fully installed, without reduction for its actual condition or delivery, removal, storage, or other expenses, plus applicable Taxes, provided that, regardless of the condition of the Equipment or any other circumstance, "Fair Market Value" may not be less than the Casualty Value applicable at the expiration of the Firm Term. THE PURCHASE AND SALE WILL BE "AS IS," "WHERE IS," AND WITHOUT OPINION, REPRESENTATION, WARRANTY, PROMISE, OR GUARANTEE OF ANY KIND OR NATURE, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY OPINION, REPRESENTATION, WARRANTY, PROMISE, OR GUARANTEE OF QUALITY, WORKMANSHIP, DESIGN, CONFIGURATION, STYLE, CONDITION, FUNCTIONALITY, PERFORMANCE, OPERATION, CAPABILITY, CAPACITY, POWER, SIZE, RANGE, DURABILITY, USEFUL LIFE, ECONOMIC LIFE, EXISTENCE, DELIVERY, INSURABILITY, UTILITY, SUITABILITY, VALUE, NEWNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE BY THIRD PARTIES, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, LICENSE OR CERTIFICATION REQUIREMENTS, TAX OR ACCOUNTING IMPLICATIONS, OR LEGAL OR REGULATORY COMPLIANCE. Title will pass to Lessee immediately upon Lessee's payment of all amounts due hereunder and without any other action required of Lessee or Lessor.

(C) RENEWAL TERMS. If Lessee does not properly elect an option set forth in subsection (A) or (B) above, or if Lessee does not timely perform any obligation required of it after any proper election, the Firm Term will renew automatically, without any action required of Lessor or Lessee, in successive three-month periods (each a "Renewal Term"). Base Rent, Taxes, and all other amounts due or payable during a Renewal Term will be the same as were effective during the Firm Term, and all other terms and conditions set forth herein will continue to apply without change, except that references to the expiration of the Firm Term in Lessee's return and purchase options in subsections (A) and (B) above will mean the expiration of each Renewal Term.

18. FURTHER ASSURANCES: FINANCIAL STATEMENTS. Lessee will take additional actions and obtain, execute, and deliver all Documents deemed necessary or desirable by Lessor or Lessor's Assignee to complete and evidence the transactions contemplated hereby, to facilitate, assure, and confirm the payment, performance, discharge, and observance of Lessee's promises, agreements, covenants, and obligations, and to protect and defend the right, title, and interest of Lessor and Lessor's Assignee in and to a Lease and the Equipment. Lessee represents, warrants, and certifies to Lessor that Lessee has delivered to Lessor audited financial statements for Lessee's two most recent fiscal years and the most recent stub or interim periods, all of which have been prepared in accordance with GAAP and are complete and accurate in all material respects. Lessee will deliver to Lessor copies of (i) audited annual financial statements of Lessee no later than four months after the end of each of Lessee's fiscal years and (ii) internally prepared quarterly financial statements of Lessee no later than two months after the end of each of Lessee's fiscal quarters. Lessee agrees that the foregoing will be prepared in accordance with GAAP and will be complete and accurate in all material respects.

19. DEFAULT. The occurrence of any of the following is an Event of Default: (i) Lessee fails to pay Base Rent, Taxes, or other amount when due and the failure continues for five days, (ii) Lessee fails to obtain and maintain the insurance coverages required herein, or Lessee fails to provide Lessor or Lessor's Assignee with evidence of the insurance coverages required herein within five days of a request therefor, (iii) Lessee fails to perform, discharge, or observe any other promise, agreement, covenant, or obligation and the failure continues for ten days, (iv) any Document, information, representation, or warranty provided by Lessee proves to be inaccurate or incomplete in any material respect, (v) Lessee assigns, sells, grants a security interest in, or otherwise transfers, or attempts to assign, sell, grant a security interest in, or otherwise transfer, some or all of its interest in or to a Lease or the Equipment, (vi) any license agreement or other arrangement relating to software included in the Equipment is terminated, (vii) Lessee dissolves, cancels, or terminates, or attempts to dissolve, cancel, or terminate, its existence under its jurisdiction of organization, (viii) Lessee becomes a party to or the subject of any liquidation, asset sale, merger, consolidation, business combination, equity sale, equity issuance, convertible debt issuance, recapitalization, buyout, change in ownership, or change in control without Lessor's prior written consent, (ix) Lessee fails to timely replace, at least one month before its expiration, any letter of credit or other collateral relating to a Lease or the Equipment, (x) a material adverse change occurs in the business, prospects, operations, assets, liabilities, or financial condition of Lessee, (xi) Lessee admits in writing its inability or unwillingness to pay its debts as they become due, Lessee makes an assignment for the benefit of its creditors, or Lessee files a petition or takes action under any bankruptcy, insolvency, reorganization, moratorium, or similar law relating to or limiting creditors' rights, (xii) Lessee becomes a party to or the subject of an involuntary action under any bankruptcy, insolvency, reorganization, moratorium, or similar law relating to or limiting creditors' rights that is not dismissed within 60 days of its commencement, or (xiii) the death or permanent disability of Lessee, if Lessee is an individual. It is also an Event of Default if a Guarantor becomes a party to or the subject of any event or occurrence described in subsections (vii) through (xiii) above.

20. REMEDIES. Lessor may exercise one or more of the following remedies upon an Event of Default: (i) cure the Event of Default on Lessee's behalf and recover from Lessee all amounts incurred by Lessor relating thereto, (ii) enforce specific performance of Lessee's promises, agreements, covenants, and obligations in an action in equity or recover damages relating to Lessee's breach thereof in an action at law, (iii) terminate or cancel a Lease and Lessee's rights, but not its obligations, relating thereto, (iv) recover from Lessee all accrued and unpaid amounts, (v) recover from Lessee, as liquidated damages for loss of

bargain and not as a penalty, the present value of all amounts to be paid by Lessee for the remainder of the Firm Term, or any successive period then in effect, discounted at the rate of 2% per annum, which amount will become immediately due and payable, (vi) demand that Lessee return the Equipment in strict compliance with the terms hereof, (vii) directly or indirectly enter upon the premises where the Equipment is located and take possession of the Equipment free from all Encumbrances except those created by Lessor or Lessor's Assignee, all without judicial process or liability to Lessor and its agents, (viii) assign, sell, grant a security interest in, or otherwise transfer the Equipment at public or private sale, (ix) hold, use, lease, or dispose of the Equipment, (x) recover from Lessee the present value of the amount attributable in Lessor's sole and absolute discretion to its residual interest in the Equipment at the expiration of the Firm Term, or any successive period then in effect, discounted at the rate of 2% per annum, which amount will become immediately due and payable, if Lessor does not receive or repossess the Equipment in Eligible Condition, (xi) recover from Lessee all amounts incurred by Lessor in enforcing its rights and remedies hereunder, including, but not limited to. Lessor's repossession costs, transportation costs, storage costs, insurance costs, repair and maintenance costs, appraisal costs, remarketing costs and commissions, disposal costs, filing fees, reasonable attorneys' fees, and reasonable internal costs, and (xii) exercise all other rights and remedies available under applicable law. Interest on unpaid amounts recoverable under this paragraph will accrue at a rate equal to the lesser of 1.5% per month and the highest rate allowed under applicable law until paid in full. Lessor will use commercially reasonable efforts to mitigate its damages. Lessor will apply cash proceeds from the sale or lease of repossessed Equipment, net of the amount calculated in subsection (x) above, to Lessee's obligations under the Lease. Notwithstanding the foregoing sentence, Lessee will continue to be liable to Lessor for any deficiency and Lessor will retain any surplus. Lessor is not obligated to give preference to the sale or lease of repossessed Equipment over the sale or lease of similar equipment owned or leased by Lessor. Lessor's rights and remedies are cumulative and not exclusive or alternative. Lessee acknowledges and agrees that no failure to exercise, delay in exercising, or partial exercise of any right, remedy, or power by Lessor under a Lease will operate as a waiver of that right, remedy, or power, or will preclude further or subsequent exercise of that or another right, remedy, or power. Lessee further acknowledges and agrees that, notwithstanding industry practice or Lessor's oral communications, actions, inactions, course of performance, or course of dealing, no waiver given by Lessor will be effective unless it is in writing and executed by an authorized representative of Lessor and no eliqible waiver will be effective except for the specific instance for which it is given.

21. INDEMNIFICATION. Lessee assumes liability for, will indemnify, defend, and hold Lessor harmless from, and will reimburse Lessor for all claims, losses, liabilities, damages, and expenses (including, but not limited to, reasonable attorneys' fees) of any kind or nature, whenever and however arising, and whether or not involving a third-party claim, relating to a Lease or the Equipment, including, but not limited to, losses and claims relating to (i) an Event of Default, (ii) an Event of Loss, (iii) Lessor's ownership of the Equipment, (iv) the selection, ordering, manufacturing, configuration, design, quality, condition, functionality, licensing, lease, delivery, assembly, installation, acceptance, rejection, purchase, acquisition, use, operation, performance, possession, storage, repair, service, maintenance, deinstallation, return, repossession, remarketing, or disposal of the Equipment, (v) the terms of all purchase orders, invoices, terms and conditions, supply contracts, bills of sale, subordination letters, landlord waivers, or other Documents relating to a Lease or the Equipment that impose or purport to impose obligations or liabilities on Lessor, (vi) patent, trademark, copyright, or other intellectual property infringement, (vii) the effectiveness or enforceability of a Lease or any provision herein, (viii) Taxes, or (ix) the tax, accounting, or legal benefits Lessor is or might be entitled to as the owner of the Equipment, in each case excepting loss caused directly by Lessor's gross negligence and willful misconduct. As used in this paragraph "Lessor" means Lessor, Lessor's Assignee, and their respective stockholders, members, partners, directors, managers, officers, employees, and agents.

#### 22. MISCELLANEOUS.

**(A)** Except as specifically provided for herein, each party will bear its own expenses relating to the payment, performance, discharge, and observance of its promises, agreements, covenants, and obligations.

- **(B)** Lessee will comply with applicable law during the term of each Lease. Lessee's representations and warranties will be reaffirmed with Lessee's execution of each Lease and Acceptance Certificate. Lessee acknowledges and agrees that its representations and warranties are a material inducement to Lessor and that Lessor would not enter into a Lease without them.
- (C) Lessee assigns, transfers, and delegates to Lessor, and Lessor accepts and assumes from Lessee, (i) all of Lessee's rights under the Documents between Lessee and the Manufacturer relating to the Equipment, including, but not limited to, the warranties and indemnities provided by the Manufacturer, and (ii) Lessee's obligation to pay the purchase price for the Equipment set forth in these Documents, subject to Lessor's receipt of a duly executed Lease, Acceptance Certificate, and other Documents deemed necessary or desirable by Lessor. Notwithstanding any other provision of this paragraph, Lessee will remain liable to the Manufacturer for the full payment, performance, discharge, and observance of all other promises, agreements, covenants, and obligations set forth in these Documents.
- **(D)** Lessee's representations, warranties, indemnities, and unperformed obligations will survive the expiration of the Lease term.
- (E) Time is of the essence relating to all dates and time periods herein.
- **(F)** The captions and headings of sections, subsections, paragraphs, and subparagraphs are provided for convenience only and will not affect the construction or interpretation of the provisions herein.
- **(G)** Each Lease supersedes all prior discussions, negotiations, agreements, and understandings, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
- **(H)** The parties and their respective counsel have had the opportunity to review and negotiate the terms hereof. Neither party will be deemed to be the drafting party if any part or provision hereof is found to be ambiguous by a court of competent jurisdiction.
- (I) If any part or provision of a Lease is found to be invalid or unenforceable by a court of competent jurisdiction then the remaining parts and provisions will remain in full force and effect and the court will interpret and construe the Lease to give maximum effect to the parties' original intent.
- (J) LESSEE WAIVES THE ENFORCEABILITY AND EFFECTIVENESS OF ALL EXISTING AND HEREAFTER ARISING LAWS AND REGULATIONS (AS THE SAME MAY BE AMENDED, SUPPLEMENTED, OR INTERPRETED FROM TIME TO TIME) THAT RENDER OR PURPORT TO RENDER SOME OR ALL OF A LEASE VOID OR UNENFORCEABLE OR THAT GRANT OR PURPORT TO GRANT LESSEE RIGHTS, REMEDIES, OR CLAIMS RELATING TO A LEASE OR THE EQUIPMENT THAT ARE NOT SPECIFICALLY PROVIDED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, SECTIONS 508-522 OF ARTICLE 2A OF THE UCC AND ALL LAWS AND REGULATIONS REGULATING OR PURPORTING TO REGULATE AUTOMATIC RENEWAL, NOTICE OF TERMINATION, EVERGREEN, AND NEGATIVE OPTION PROVISIONS, AND LESSEE AGREES THAT IT WILL NOT PURSUE CLAIMS RELATING THERETO OR ATTEMPT TO ENFORCE THE SAME.
- **(K)** Notwithstanding industry practice or any oral communication, action, inaction, course of performance, or course of dealing, no amendment of or supplement to the terms of this Master Lease Agreement or a Lease will be effective unless it is in writing and executed by authorized representatives of the parties.
- **(L)** All Lessee notices, consents, and other communications required or permitted hereunder will be in writing and deemed delivered in (i) three business days if sent via certified mail, return receipt requested or (ii) one business day if sent via a nationally recognized overnight courier service, in each case to Lessor's principal place of business set forth herein or another address designated by Lessor.
- (M) This Master Lease Agreement and each Lease will be governed by and construed under the laws of the State of Ohio without regard to conflict-of-law principles that would require the application of any other

law. Any litigation or other proceeding brought by Lessee relating to a Lease or the Equipment must be brought in the state or federal courts located in Hamilton County, Ohio. Lessee submits to the nonexclusive jurisdiction of these courts (and, upon signing a Notice of Assignment, the state and federal courts located in the county in which Lessor's Assignee maintains its principal place of business) and waives all existing and hereafter arising objections to venue and convenience of forum relating to the courts referred to in this paragraph. EACH PARTY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING RELATING TO A LEASE OR THE EQUIPMENT. Lessee waives its right to bring claims against Lessor

relating to a Lease or the Equipment one year or more after the claims arise

**(N)** This Agreement may be signed in counterparts, either via ink or electronically through an electronic document management system chosen solely by us, either of which shall constitute originals for all purposes. To the extent that a Lease constitutes "chattel paper" under the UCC, no security in the Lease may be created in any Document other than the one marked "Original" or "Counterpart No. 1."

IN WITNESS WHEREOF, the undersigned have executed the foregoing effective as of the date first set forth above.

First Financial Equipment Finance, LLC	City of Bloomington
Ву:	Ву:
Name:	Name: <u>Kathleen Mills</u>
Title:	
	City of Bloomingford by:  Margie Rice  By:
	Name: <u>Margie Rice</u>
	Title: Corporation Counsel for the City of Bloomington

#### ACH AUTHORIZATION

May 21, 2024

First Financial Equipment Finance, LLC 4680 Parkway Drive, Suite 300 Mason, OH 45040

Re: "Customer" City of Bloomington

"FFEF" First Financial Equipment Finance, LLC and its successors and assigns

"Agreements" All Leases, Equipment Schedules, Progress Payment Agreements,

Acceptance Certificates, and other agreements and documents incorporating some or all of Master Lease Agreement No. 2915 dated

May 21, 2024 between Customer and FFEF

To Whom It May Concern:

Name:

Customer authorizes FFEF to initiate debit entries ("ACH Debits") to Customer's account at the financial institution listed below ("Institution") for all amounts due, payable, or reimbursable under the Agreements, including, but not limited to, Base Rent, Taxes, and interim rent. Customer understands and agrees that the ACH Debits authorized by this letter may not be regular in time or amount. Customer will pay to FFEF a nonsufficient funds fee of \$35 for each attempted ACH Debit that is rejected by the Institution. Under no circumstances will FFEF be liable for overdraft fees or other charges, expenses, or liabilities relating to ACH Debits authorized by this letter, and Customer will indemnify, defend, and hold FFEF harmless from the same.

#### Financial Institution and Account Information:

Address:	
Routing Number:	
Account Number:	
Words and phrases capitalized but not defined herein letter does not and will not amend or supplement the	have the meanings given to them in the Agreements. This terms and conditions of the Agreements.
FFEF may rely on this letter until Customer provides contrary.	FFEF with at least one month prior written notice to the
Sincerely,	
City of Bloomington	City of Bloomington  DocuSigned by:
By:	By:   By:  By:
Name: Kathleen Mills	Name: Margie Rice
Title: <u>President of the Board of Commissioners</u>	Title: Corporation Counsel for the City of Bloomington

## **BILLING INFORMATION**

## \*\*\*PLEASE COMPLETE AND RETURN\*\*\*

## **CORPORATE CONTACT INFORMATION:**

Federal Employer Identification (Please attach a current execution)	n Number as outlined on W-9: uted copy of your W-9)	35-60009	54
Legal Name:	City of Bloomington		
DBA:			
Contact Name:			
Title:			
Phone:			
Email:			
	BILLING/ACCOUNTS PAYABI	LE INFORMATION:	
Address:			
Attn:			
Phone:			
Email:			
Invoicing Preference (Please choose one):	Mail via USPS	Email	No Invoice Required
PO# Required to process? (If so, please provide PO#)			
Additional Routing/ Processing Requirements? (Please Specify)			

#### **Insurance Requirements**

City of Bloomington

In order to close your lease or finance transaction ("**Lease**") with First Financial Equipment Finance, LLC, we must receive a complete and properly executed insurance certificate or binder relating to the Lease and the equipment, goods, assets, hardware, software, personal property, and other items ("**Equipment**") subject thereto. Please contact your insurance agent immediately and request that they send us proof of the following coverages:

#### Property

All risk property insurance covering the Equipment in an amount not less than the Casualty Value set forth in the Lease, which initially is \$\_\_\_\_\_\_. We, together with our successors and assigns, must be named as a "Lender's Loss Payee" under the property section (any other designation, such as "mortgagee" or "loss payee," does not provide us with the appropriate coverage and is not acceptable).

#### Liability

Comprehensive public liability insurance relating to the Lease and the Equipment in an amount not less than \$2,000,000 per occurrence. We, together with our successors and assigns, must be named as an "**Additional Insured**" under the liability section.

You must obtain and maintain these coverages from one or more nationally recognized, reputable insurance companies. Each policy must provide that it may not be cancelled or materially modified without one month prior written notice to us and that it may not be cancelled or invalidated by any action or inaction on your part.

Below is the information we require for the "Lender's Loss Payee" and "Additional Insured" designations:

First Financial Equipment Finance, LLC and its successors and assigns 4680 Parkway Drive, Suite 300 Mason, Ohio 45040

For our records, please provide the name, address, and phone number of your insurance agent and return a copy of this notice to us.

Name:	
Address:	
Contact:	
Phone:	
E-mail address:	

PLEASE CALL US IMMEDIATELY IF THERE WILL BE ANY DELAY IN OUR RECEIVING THE COMPLETE AND PROPERLY EXECUTED INSURANCE CERTIFICATE OR BINDER FROM YOUR AGENT.

WE MUST HAVE THESE DOCUMENTS BEFORE WE CAN CLOSE OR FUND YOUR TRANSACTION.

# Equipment Schedule No. 001

This Equipment Schedule ("Lease") is entered into May 21, 2024, between the following parties:

"Lessor" "Lessee"

First Financial Equipment Finance, LLC

4680 Parkway Drive, Suite 300

Mason, Ohio 45040

State of Organization: Ohio

City of Bloomington
401 N Morton Street
Bloomington, Indiana 47404
State of Organization: Indiana

Form of Organization: Limited Liability Company
State-Issued Identification Number: 1940314
Form of Organization: Municipality
State-Issued Identification Number: N/A

Federal Tax ID #: 35-6000954

The parties agree as follows:

- A. The terms of Master Lease Agreement No. 2915 dated May 21, 2024, between Lessor and Lessee ("Master Lease Agreement") are incorporated in this Lease as if fully set forth herein.
- B. Lessee certifies that all of Lessee's representations and warranties set forth herein and in the Master Lease Agreement are complete and accurate as of the date hereof.
- C. Lessor will lease to Lessee, and Lessee will lease from Lessor, the Equipment listed on Schedule A attached hereto, which is incorporated in this Lease as if fully set forth herein.
- D. Words and phrases capitalized but not defined herein will be given the meanings ascribed to them in the Master Lease Agreement. Consistent with the foregoing, Delivery Date, Base Rent Commencement Date, Base Rent, Firm Term, and Casualty Value will be given the following, more specific meanings:

Delivery Date: As set forth in the Acceptance Certificate(s)

Base Rent Commencement Date: June 1, 2024

Base Rent: \$90,448.97 per year

Firm Term: The period of time beginning on the Delivery Date and ending upon the

expiration of 3 full consecutive calendar years from and after the Base Rent

Commencement Date.

Casualty Value: The applicable stipulated loss value or casualty value of the Equipment

specified in Schedule B attached hereto, which is incorporated in this Lease as if fully set forth herein, together with all accrued and unpaid

amounts due and owing when Lessee pays the same.

- E. Unless otherwise directed by Lessor or Lessor's Assignee, Lessee will pay Base Rent (i) to Lessor at the address first set forth in the Master Lease Agreement, (ii) from the Base Rent Commencement Date until the expiration of the Lease term, and (iii) in advance on the first day of June each calendar year.
- F. To the extent that this Lease constitutes "chattel paper" under the UCC, no security interest may be created in any Document other than the one marked "Original" or "Counterpart No. 1."
- G. For purposes of this Lease only, Section 17 of the Master Lease Agreement is hereby deleted in its entirety and replaced with the following:

If no default has occurred and all amounts due have been paid, Lessee shall retain the Equipment at the expiration of the Firm Term, "AS IS," "WHERE IS," AND WITHOUT OPINION, REPRESENTATION, WARRANTY, PROMISE, OR GUARANTEE OF ANY KIND OR NATURE, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY OPINION, REPRESENTATION, WARRANTY, PROMISE, OR GUARANTEE OF QUALITY, WORKMANSHIP, DESIGN, CONFIGURATION, STYLE, CONDITION, FUNCTIONALITY, PERFORMANCE, OPERATION, CAPABILITY, CAPACITY, POWER, SIZE, RANGE, DURABILITY, USEFUL LIFE, ECONOMIC LIFE, EXISTENCE, DELIVERY, INSURABILITY, UTILITY, SUITABILITY, VALUE, NEWNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE BY THIRD PARTIES, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, LICENSE OR CERTIFICATION REQUIREMENTS, TAX OR ACCOUNTING IMPLICATIONS, OR LEGAL OR REGULATORY COMPLIANCE. Notwithstanding any language to the contrary, this Lease evidences a lease-purchase arrangement that constitutes a secured financing and not a true lease for legal, tax and accounting purposes. Lessee hereby grants to Lessor a first priority security interest in the Equipment and all additions, attachments, accessories and accessions thereto, all substitutions, upgrades, replacements and exchanges therefor and all insurance and other proceeds

thereof. The foregoing security interest is given to secure the payment and performance of all debts, obligations and liabilities of any kind whatsoever of Lessee to Lessor, now existing or arising in the future, under this Lease or any other agreement and any renewals, extensions and modifications thereof. Title shall at all times be in Lessee's name, subject to Lessor's first priority perfected security interest and any certificate of title shall list Lessor as the first lienholder.

#### ADDITIONAL PROVISIONS:

- (A) Lessee represents and warrants to Lessor that (i) Lessee is authorized by applicable law and any required governing resolutions to enter into and perform its obligations under the Lease, (ii) all legal requirements have been met, and procedures have been followed, including, but not limited to, any required public bidding, in order to ensure the enforceability of the Lease, (iii) the Equipment and/or Software subject to the Lease will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government, or for any personal, family or household use, (iv) Lessee's need for the Equipment and/or Software subject to the Lease is not expected to diminish during the term of the Lease, and (v) Lessee has funds available to pay all amounts due or payable under the Lease until the end of its current appropriation period, and it intends to, and will make a good faith effort to, request funds to make the foregoing payments in each appropriation period from now until the end of the Lease.
- (B) If sufficient funds are not appropriated to pay all amounts due or payable under the Lease, the Lease will terminate (subject to the terms and conditions that survive) and Lessee will not be obligated to make the foregoing payments beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Lessee will, no later than the end of the fiscal year for which the foregoing payments have been appropriated, deliver possession of the Equipment and/or Software subject to the Lease to Lessor. If Lessee fails to deliver possession of the Equipment and/or Software subject to the Lease to Lessor, the termination will nevertheless be effective but Lessee will be responsible for the payment of damages in an amount equal to the portion of the foregoing payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee will notify Lessor in writing within ten days after the failure of Lessee to appropriate funds sufficient for the payment of the foregoing payments.

IN WITNESS WHEREOF, the undersigned have executed this Lease effective as of the date first set forth above.

First Financial Equipment Finance, LLC	City of Bloomington
Ву:	Ву:
Name:	Name: Kathleen Mills
Title:	Title: President of the Board of Commissioners
	City of Bloomington  Margie Rice  By:
	Name: Margie Rice
	Title: Corporation Counsel for the City of Bloomington

#### Schedule A

Lease Number	Serial Number	PO Number	r Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost Se	oft Cost T	otal Cost	Rent Stree	et	City S	tate Zip
	BN2441602687		2024 ELECTRIC GOLF CART	CLUB	TEMPO			55861	001	\$3,221.09	\$0.00		\$1,144.65 3550			
FFB-2915-001	BN2441602688	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	N 47404
FFB-2915-001	BN2441602689	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404
FFB-2915-001	BN2441602690	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404
FFB-2915-001	BN2441602691	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404
FFB-2915-001	BN2441602692	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404
FFB-2915-001	BN2441602693	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-S-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404

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#### Schedule A

Lease Number	Serial Number	PO Numbe	r Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofAC	ost S	oft Cost T	otal Cost	Rent Street	City St	tate Zip
FFB-2915-001	BN2441602694	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO			55861	001	\$3,221.09	\$0.00		\$1,144.65 3550 N. Kinser Pike		
FFB-2915-001	BN2441602695	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	I 47404
FFB-2915-001	BN2441602696	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	I 47404
FFB-2915-001	BN2441602697	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	I 47404
FFB-2915-001	BN2441602698	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	I 47404
FFB-2915-001	BN2441602699	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	I 47404
FFB-2915-001	BN2441602700	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-MPP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	I 47404

#### Schedule A

Lease Number	Serial Number	PO Numbe	r Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost S	oft Cost T	otal Cost	Rent Stre	et	City S	tate Zip
	BN2441602701		2024 ELECTRIC GOLF CART	CLUB	TEMPO			55861	001	\$3,221.09	\$0.00			0 N. Kinser Pike		
FFB-2915-001	BN2441602702	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 355	0 N. Kinser Pike	Bloomington If	N 47404
FFB-2915-001	BN2441602703	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 355	0 N. Kinser Pike	Bloomington If	N 47404
FFB-2915-001	BN2441602704	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 355	0 N. Kinser Pike	Bloomington If	N 47404
FFB-2915-001	BN2441602705	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 355	0 N. Kinser Pike	Bloomington If	N 47404
FFB-2915-001	BN2441602706	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 355	0 N. Kinser Pike	Bloomington If	N 47404
FFB-2915-001	BN2441602707	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 355	0 N. Kinser Pike	Bloomington If	N 47404

#### Schedule A

Lease Number	Serial Number	PO Number	Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost So	oft Cost T	otal Cost	Rent St	reet	City St	ate Zip
FFB-2915-001			2024 ELECTRIC GOLF CART	CLUB	TEMPO			55861	001	\$3,221.09	\$0.00			50 N. Kinser Pike		
FFB-2915-001	BN2441602709	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602710	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602711	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602712	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602713	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602714	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-S-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404

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#### Schedule A

Lease Number	Serial Number	PO Numbe	r Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofAC	Cost S	Soft Cost T	otal Cost	Rent Street	City St	ate Zip
FFB-2915-001	BN2441602715		2024 ELECTRIC GOLF CART	CLUB	TEMPO			55861	001	\$3,221.09	\$0.00		\$1,144.65 3550 N. Kinser Pike		
FFB-2915-001	BN2441602716	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602717	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602718	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602719	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602720	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602721	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-MPP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404

#### Schedule A

Lease Number	Serial Number	PO Number	Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost Se	oft Cost T	otal Cost	Rent Stre	et	City S	tate Zip
	BN2441602722		2024 ELECTRIC GOLF CART	CLUB	TEMPO			55861	001	\$3,221.09	\$0.00		\$1,144.65 3550			
FFB-2915-001	BN2441602723	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404
FFB-2915-001	BN2441602724	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404
FFB-2915-001	BN2441602725	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404
FFB-2915-001	BN2441602726	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404
FFB-2915-001	BN2441602727	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	N 47404
FFB-2915-001	BN2441602728	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404

Lease Number	Serial Number	PO Numbe	r Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofAC	Cost S	Soft Cost T	otal Cost	Rent Street	City St	ate Zip
FFB-2915-001	BN2441602729		2024 ELECTRIC GOLF CART	CLUB	TEMPO			55861	001	\$3,221.09	\$0.00		\$1,144.65 3550 N. Kinser Pike		
FFB-2915-001	BN2441602730	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602731	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602732	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602733	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602734	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602735	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-MPP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404

#### Schedule A

Lease Number	Serial Number	PO Number	Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost So	oft Cost T	otal Cost	Rent St	reet	City St	ate Zip
FFB-2915-001			2024 ELECTRIC GOLF CART	CLUB	TEMPO			55861	001	\$3,221.09	\$0.00			50 N. Kinser Pike		
FFB-2915-001	BN2441602737	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602738	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602739	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602740	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602741	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602742	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-MP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404

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Lease Number	Serial Number	PO Numbe	r Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofAC	Cost S	Soft Cost T	otal Cost	Rent Street	City St	ate Zip
FFB-2915-001	BN2441602743		2024 ELECTRIC GOLF CART	CLUB	TEMPO			55861	001	\$3,221.09	\$0.00		\$1,144.65 3550 N. Kinser Pike		
FFB-2915-001	BN2441602744	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602745	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2439596309	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602614	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602616	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602618	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-MPP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404

Lease Number	Serial Number	PO Numbe	r Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofAC	ost S	oft Cost T	otal Cost	Rent Street	City St	ate Zip
FFB-2915-001	BN2441602620			CLUB	TEMPO			55861	001	\$3,221.09	\$0.00		\$1,144.65 3550 N. Kinser Pike		
FFB-2915-001	BN2441602621	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602624	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602625	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602629	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602631	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602632	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-MPP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404

Lease Number	Serial Number	PO Number	Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost S	oft Cost T	otal Cost	Rent Street	City S	tate Zip
FFB-2915-001	BN2441602633	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	N 47404
FFB-2915-001	BN2441602634	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	N 47404
FFB-2915-001	BN2441602636	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	N 47404
FFB-2915-001	BN2441602638	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	N 47404
FFB-2915-001	BN2441602686	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	N 47404
FFB-2915-001	MC2432578728	55861	2024 GAS GOLF CART	CLUB	CARRYALL	300 GAS	2024 CARRYALL 300 GAS GOLF CART: 429cc KOHLER OHV EFI ENGINE 14.0-HP @300RPM 12-VOLT 500CCA BATTERY 15-17MPH MAXIMUM SPEED 5.5-GALLON FUEL TANK INDEPENDENT LEAF SPRING SUSPENSION DUAL HYDRAULIC SHOCKS 300LB BED LOAD CAPACITY 800LB TOTAL TOWING CAPACITY	55861	001	\$7,368.28	\$0.00	\$7,368.28	\$2,618.39 3550 N. Kinser Pike	Bloomington IN	N 47404

#### Schedule A

Lease Number	Serial Number	PO Number	Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	C of A	Cost	Soft Cost	Total Cost	Rent	Street	City	State	Zip
FFB-2915-001	MA2434582562		2024 GAS GOLF CART	CLUB	CARRYALL		2024 CARRYALL 500 GAS GOLF CART: 429cc KOHLER OHV EFI ENGINE 14.0+IP @3600RPM 12-VOLT 500CCA BATTERY 15-17MPH MAXIMUM SPEED 5.5-GALLON FUEL TANK INDEPENDEDT LEAF SPRING SUSPENSION DUAL HYDRAULIC SHOCKS 800LB BED LOAD CAPACITY 1,500LB TOWING CAPACITY 1,200LB TOTAL PAYLOAD CAPACITY 500-CASCADE/TG		001	\$5,576.97	\$0.00			83 3550 N. Kinser Pike			47404

\$254,527.00 \$0.00 \$254,527.00 \$90,448.97

#### Schedule B

#### Casualty Value Table

Equipment Schedule No. 001 dated May 21, 2024 Incorporating Master Lease Agreement No. 2915 dated May 21, 2024

The stipulated loss value or casualty value of the Equipment is equal to the product of the Casualty Base set forth below and the applicable Casualty Value Percentage set forth in the following table (together with all accrued and unpaid amounts due and owing when Lessee pays the same):

After Month No.	Casualty Value Percentage	After Month No.	Casualty Value Percentage
0	115.00%		
1	74.64%	21	39.42%
2	74.72%	22	39.33%
3	74.80%	23	39.24%
4	74.88%	24	39.16%
5	74.96%	25	0.00%
6	75.04%	26	0.00%
7	75.13%	27	0.00%
8	75.21%	28	0.00%
9	75.30%	29	0.00%
10	75.39%	30	0.00%
11	75.49%	31	0.00%
12	75.58%	32	0.00%
13	40.14%	33	0.00%
14	40.05%	34	0.00%
15	39.96%	35	0.00%
16	39.86%	36 and thereafter	0.00%
17	39.77%		
18	39.68%		
19	39.59%		
20	39.50%		

Casualty Base: \$254,527.00	
First Financial Equipment Finance, LLC	City of Bloomington
By: Name: Title:	By: Name: _Kathleen Mills Title: <u>President of the Board of Commissioners</u> City of Bloomington

By: \_\_\_\_\_ Name: <u>Margie Rice</u>

Title: Corporation Counsel for the City of Bloomington

#### **Acceptance Certificate**

May 21, 2024

Pursuant to Master Lease Agreement No. 2915 dated May 21, 2024, between First Financial Equipment Finance, LLC and the undersigned Lessee ("Master Lease Agreement"). Lessee represents, warrants, covenants, agrees, certifies, and acknowledges as follows:

- 1. The terms of the Master Lease Agreement are incorporated in this Acceptance Certificate as if fully set forth herein.
- Lessee certifies that all of Lessee's representations and warranties set forth herein and in the Master Lease Agreement are complete and accurate as of the date hereof and no Event of Default has occurred and is occurring.
- The equipment, goods, assets, hardware, software, personal property, and other items listed on Attachment #001/001 hereto ("Equipment"), which is incorporated in this Acceptance Certificate as if fully set forth herein, has been delivered to, and, if applicable, fully and properly installed at, the locations specified herein. Lessee has had a reasonable opportunity to examine, assess, evaluate, test, and inspect the Equipment. The Equipment is in its original condition, is in good working order, is capable of performing all functions that Lessee desires, is suitable for Lessee's purposes, is free from latent and patent damage, flaws, and defects, and can be placed in immediate use for its intended purposes. Lessee absolutely, irrevocably, and unconditionally accepts the Equipment.
- Words and phrases capitalized but not defined herein will be given the meanings ascribed to them in the Master 4. Lease Agreement. Consistent with the foregoing, Delivery Date has the meaning given to it below:

Delivery Date(s): May 21, 2024

IN WITNESS WHEREOF, the undersigned has executed this Acceptance Certificate effective as of the date first set forth above

	City of Bloomington ("Lessee")
	Ву:
	Name: Kathleen Mills
	Title: President of the Board of Commissioners
	City of Bloomington ("Lessee")
	Ву:
	Name: Margie Rice
	Title: Corporation Counsel of the City of Bloomington
Acknowledged and Agreed:	
First Financial Equipment Finance, LLC ("Lessor")	
Ву:	
Name:	
Title:	

#### Attachment 001/001

Lease Number	Serial Number	PO Number	r Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost Se	oft Cost T	otal Cost	Rent Stree	et	City S	tate Zip
	BN2441602687		2024 ELECTRIC GOLF CART	CLUB	TEMPO			55861	001	\$3,221.09	\$0.00		\$1,144.65 3550			
FFB-2915-001	BN2441602688	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	N 47404
FFB-2915-001	BN2441602689	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404
FFB-2915-001	BN2441602690	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404
FFB-2915-001	BN2441602691	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404
FFB-2915-001	BN2441602692	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404
FFB-2915-001	BN2441602693	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-S-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550	N. Kinser Pike	Bloomington IN	l 47404

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Lease Number	Serial Number	PO Number	Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost So	oft Cost T	otal Cost	Rent St	reet	City St	ate Zip
	BN2441602694		2024 ELECTRIC GOLF CART	CLUB	TEMPO			55861	001	\$3,221.09	\$0.00			50 N. Kinser Pike		
FFB-2915-001	BN2441602695	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602696	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602697	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602698	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602699	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602700	55861	2024 ELECTRIC GOLF CART	CLUB	ТЕМРО	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-S-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404

Lease Number	Serial Number	PO Number	r Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost S	oft Cost T	otal Cost	Rent	Street	City	State	Zip
FFB-2915-001	BN2441602701	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	5 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602702	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	5 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602703	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	5 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602704	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	5 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602705	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	5 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602706	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	5 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602707	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	5 3550 N. Kinser Pike	Bloomington	IN	47404

#### Attachment 001/001

Lease Number	Serial Number	PO Numbe	r Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofAC	ost S	oft Cost T	otal Cost	Rent Street	City St	ate Zip
FFB-2915-001	BN2441602708			CLUB	TEMPO			55861	001	\$3,221.09	\$0.00		\$1,144.65 3550 N. Kinser Pike		
FFB-2915-001	BN2441602709	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602710	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602711	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602712	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602713	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602714	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	47404

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Lease Number	Serial Number	PO Number	Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost S	oft Cost T	otal Cost	Rent Street	City S	tate Zip
FFB-2915-001			2024 ELECTRIC GOLF CART		TEMPO		2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00		\$1,144.65 3550 N. Kinser P		
FFB-2915-001	BN2441602716	55861	2024 ELECTRIC GOLF CART	CLUB	ТЕМРО	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser P	ke Bloomington II	N 47404
FFB-2915-001	BN2441602717	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser P	ke Bloomington II	N 47404
FFB-2915-001	BN2441602718	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser P	ke Bloomington II	N 47404
FFB-2915-001	BN2441602719	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser P	ke Bloomington II	N 47404
FFB-2915-001	BN2441602720	55861	2024 ELECTRIC GOLF CART	CLUB	ТЕМРО	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser P	ke Bloomington II	N 47404
FFB-2915-001	BN2441602721	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser P	ke Bloomington II	N 47404

Lease Number	Serial Number	PO Number	Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost S	oft Cost T	otal Cost	Rent	Street	City	State	Zip
FFB-2915-001	BN2441602722	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	i5 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602723	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	55 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602724	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	55 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602725	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	35 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602726	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	35 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602727	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	5 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602728	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	55 3550 N. Kinser Pike	Bloomington	IN	47404

Lease Number	Serial Number	PO Number	r Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost S	oft Cost T	otal Cost	Rent Street		City S	State Zip
	BN2441602729		2024 ELECTRIC GOLF CART	CLUB	TEMPO			55861	001	\$3,221.09	\$0.00		\$1,144.65 3550 N	Kinser Pike		
FFB-2915-001	BN2441602730	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N	Kinser Pike	Bloomington If	N 47404
FFB-2915-001	BN2441602731	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N	Kinser Pike	Bloomington If	N 47404
FFB-2915-001	BN2441602732	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N	Kinser Pike	Bloomington If	N 47404
FFB-2915-001	BN2441602733	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N	Kinser Pike	Bloomington If	N 47404
FFB-2915-001	BN2441602734	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N	Kinser Pike	Bloomington If	N 47404
FFB-2915-001	BN2441602735	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N	Kinser Pike	Bloomington If	N 47404

#### Attachment 001/001

Lease Number	Serial Number	PO Number	Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost So	oft Cost T	otal Cost	Rent St	reet	City St	ate Zip
FFB-2915-001			2024 ELECTRIC GOLF CART	CLUB	TEMPO			55861	001	\$3,221.09	\$0.00			50 N. Kinser Pike		
FFB-2915-001	BN2441602737	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602738	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602739	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602740	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602741	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404
FFB-2915-001	BN2441602742	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-MP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 35	50 N. Kinser Pike	Bloomington IN	47404

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Lease Number	Serial Number	PO Number	Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost S	oft Cost T	otal Cost	Rent	Street	City	State	Zip
FFB-2915-001	BN2441602743	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5.AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	is 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602744	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	55 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602745	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	55 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2439596309	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	35 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602614	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	35 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602616	55861	2024 ELECTRIC GOLF CART	CLUB	ТЕМРО	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	35 3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602618	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.6	35 3550 N. Kinser Pike	Bloomington	IN	47404

Lease Number	Serial Number	PO Number	r Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost S	oft Cost T	otal Cost	Rent	Street	City	State	Zip
FFB-2915-001	BN2441602620	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65	3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602621	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65	3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602624	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65	3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602625	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65	3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602629	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65	3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602631	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65	3550 N. Kinser Pike	Bloomington	IN	47404
FFB-2915-001	BN2441602632	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13-S.AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65	3550 N. Kinser Pike	Bloomington	IN	47404

Lease Number	Serial Number	PO Number	Desc	Manufacturer	Machine	Model	Feature	Vendor Inv #	CofA	Cost S	oft Cost T	otal Cost	Rent Street	City S	tate Zip
FFB-2915-001	BN2441602633	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	N 47404
FFB-2915-001	BN2441602634	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	N 47404
FFB-2915-001	BN2441602636	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	N 47404
FFB-2915-001	BN2441602638	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDEDT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	N 47404
FFB-2915-001	BN2441602686	55861	2024 ELECTRIC GOLF CART	CLUB	TEMPO	2024TEMPOE	2024 TEMPO ELECTRIC GOLF CART: 3.3HP AC DRIVE (6) 8-VOLT SINGLE-POINT WATERING SYS BATTERIES 48-VDC 13.5-AMP DC HIGH- FREQUENCY CHARGER 15-MPH MAXIMUM SPEED INDEPENDENT LEAF SPRINGS/DUAL HYDRAULIC SHOCKS	55861	001	\$3,221.09	\$0.00	\$3,221.09	\$1,144.65 3550 N. Kinser Pike	Bloomington IN	N 47404
FFB-2915-001	MC2432578728	55861	2024 GAS GOLF CART	CLUB	CARRYALL	300 GAS	2024 CARRYALL 300 GAS GOLF CART: 429cc KOHLER OHV EFI ENGINE 14.0-HP @300RPM 12-VOLT 500CCA BATTERY 15-17MPH MAXIMUM SPEED 5.5-GALLON FUEL TANK INDEPENDENT LEAF SPRING SUSPENSION DUAL HYDRAULIC SHOCKS 300LB BED LOAD CAPACITY 800LB TOTAL TOWING CAPACITY	55861	001	\$7,368.28	\$0.00	\$7,368.28	\$2,618.39 3550 N. Kinser Pike	Bloomington IN	N 47404

l ease N	umher S	erial Number	PO Number	Desc	Manufacturer	Machine Model	Feature	Vendor Inv #	C of A	Cost 5	Soft Cost	Total Cost	Rent	Street		City	State 2	7in
FFB-291		A2434582562		2024 GAS GOLF CART	CLUB	CARRYALL 500 GAS	2024 CARRYALL SOD GAS GOLF CART: 429cx KOHLER OHV EFI ENGINE 14.0-HP @3600RPM 12-VOLT 500CCA BATTERY 15-17MPH MAXIMUM SPEED 5-5-GALLON FUEL TANK INDEPENDENT LEAF SPRING SUSPENSION DUAL HYDRAULIC SHOCKS 800LB BED LOAD CAPACITY 1,500LB TOWING CAPACITY 1,200LB TOTAL PAYLOAD CAPACITY 500-CASCADE/TG		001	\$5,576.97	\$0.00				Kinser Pike	Bloomington		47404
										\$254,527.00	\$0.00	\$254,527.00	\$90,448	.97				
Authorize	ed Signatu	re (Lessee)		-														
Authorize	ed Signatu	re (Lessee)		-														
Authorize	ed Signatu	re (Lessor)		-														



## STAFF REPORT

C-2 Agenda item Admin. Approval: TS

Date: 5/8/24

TO: Board of Park Commissioners

FROM: Bill Ream, Community Events Coordinator

**DATE:** May 21, 2024

**SUBJECT:** Partnership Agreement with Downtown Bloomington, Inc.

#### Recommendation

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Downtown Bloomington, Inc. (DBI) for the Fourth of July Parade. There will be a 50/50 split of revenue from parade entry fees after expenses have been paid. The revenue split will be paid through the Community Events account – 201-18-186500-53990.

#### **Background**

This is the sixteenth year for this partnership. The goal of the partnership is to combine resources from BPRD and DBI to provide a Fourth of July parade for the Bloomington community. We are looking forward to once again working with DBI on this annual community tradition.

The parade will be on Thursday, July 4, 2024 from 10:00 a.m. to noon with a performance by the Bloomington Community Band at 9a.m. on the courthouse lawn.

Applications for parade entries are available online at the parks website bloomington.in.gov/parks, in person at the BPRD office, or by calling 812-349-3748.

RESPECTFULLY SUBMITTED,

Bill Ream

**Bill Ream, Community Events Coordinator** 



# 2024 COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP

#### Partner(s):

This Agreement is made and entered into on the date last entered on the signature lines below, by and between the Bloomington Parks and Recreation Department ("BPRD") and Downtown Bloomington, Inc. ("DBI").

WHEREAS, BPRD and DBI desire to cooperate in the provision of Fourth of July festivities including a parade for the community; and

WHEREAS, DBI is qualified to perform such services; and

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

NOW THEREFORE, BPRD and DBI do mutually agree as follows:

#### 1. Purpose of Agreement

The goals of this project by DBI and BPRD are to outline Fourth of July festivities including a parade and a performance by the Bloomington Community Band on the Courthouse lawn for the Bloomington community by combining available resources from each party to this Agreement.

#### 2. **Duration of Agreement**

This Agreement commences on May 21, 2024 and expires on August 31, 2024, unless terminated earlier as provided under Article 8 of this Agreement.

#### 3. Bloomington Parks & Recreation

The goals of BPRD are to partner with another community agency and provide a Fourth of July parade for the Bloomington community. The event, to be held in downtown Bloomington, on Thursday, July 4, 2024, from 9:00 a.m. to noon is designed to create a social and safe environment for the community to celebrate the Fourth of July. The event will be open to the general public. BPRD agrees to do the following:

- a. Maintain close contact with Talisha Coppock, Director, Downtown Bloomington Inc., and bring all related issues to her attention.
- b. Mail/email parade applications to past participants.
- c. Collect applications and fees from parade participants.
- d. Organize and coordinate parade participants prior to and on the day of the parade.

- e. Share all marketing/promotional material with DBI prior to advertising.
- f. Include parade application information in its summer program guide.
- g. Provide Fourth of July parade publicity by publishing information in BPRD's seasonal program brochure and by creating and distributing other marketing pieces.
- h. Secure parade sponsorships.
- i. Secure golf carts, portable toilets, and security for the parade.
- j. Assist community groups to create new entries for the parade.
- k. Provide a Community Events Coordinator and full-time/part-time staff for the parade.
- 1. Apply for a permit to the Board of Public Works for road closures.
- m. Apply for parade permit from Bloomington Police Department.
- n. Coordinate payment of all invoices and maintenance of all financial records

#### 4. Downtown Bloomington, Inc.

The goals of DBI are to partner with BPRD and provide a Fourth of July parade for the Bloomington community. The event, to be held in downtown Bloomington, on Thursday, July 4, 2024, from 9:00 a.m. to noon, is designed to create a social and safe environment for the community to celebrate the Fourth of July. The event will be open to the general public. Downtown Bloomington, Inc. agrees to do the following:

- a. Maintain close contact with Bill Ream, Community Events Coordinator, Bloomington Parks and Recreation and address any related issues to his attention.
- b. Schedule Bloomington Community Band to perform from 9 10am.
- c. Secure tents, judges reviewing and announcing stands for the parade and provide invoices to BPRD for payment.
- d. Provide staff and volunteers for the day of the parade.
- e. Organize and coordinate emcee, judges, and reviewing stand prior to and on the day of the parade.
- f. Order and secure sponsorship for awards.
- g. Secure appropriate insurance through the May Agency.

#### 5. Terms Mutually Agreed to By Both Partners

- a. Both parties agree to provide a copy of all marketing/promotional material regarding the Fourth of July parade to the other party **prior to** any advertising.
- b. Both parties agree to assist with the distribution of pre-parade route information.

- c. Both parties will equally split the application fee revenue after all expenses are paid in full.
- d. Both parties agree to coordinate safety management and regulate parade participants and spectators at the Fourth of July parade.
- e. Both parties agree to coordinate acknowledgement and thank-you notices for sponsors of the Fourth of July parade.
- f. The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.
- g. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable agreed upon by all partners.
- h. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
- i. <u>State Immigration Law Requirements</u>. Ind. Code 22-5-1.7-11(a) requires the City to obtain the following from business entities who have employees before it enters into an agreement for services with those entities:
  - documentation that the business entity has enrolled in and participates in the E-verify program, unless the E-verify program no longer exists; and
  - an affidavit affirming that the business entity does not currently knowingly employ an immigrant who is not authorized to work in the U.S. The affidavit is attached to and incorporated into this Agreement as *Appendix A*.

#### 6. Insurance & Indemnity

DBI agrees to furnish BPRD with a certificate of insurance upon execution of this Partnership Agreement. Partners shall maintain comprehensive general liability insurance, which shall include premises, operations, and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) for bodily injury per person in any one occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured party, and DBI shall provide Parks with a certificate of insurance prior to the commencement of operations under Agreement/Contract. DBI and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.

Each party agrees to release, hold harmless and forever indemnify the other party and its volunteers, employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

#### 7. Notice and Agreement Representatives

a. Notice regarding any significant concerns and/or breaches of this Agreement shall be given to:

Downtown Bloomington, Inc: Talisha Coppock, Executive Director (812)336-3681 Bloomington Parks and Recreation: Becky Higgins, Recreation Services Director (812) 349-3713

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

Downtown Bloomington, Inc Talisha Coppock, Executive Director (812) 336-3681 Bloomington Parks and Recreation Bill Ream, Community Events Coordinator (812) 349-3748

#### 8. **Termination**:

This Agreement shall expire no later than August 31, 2024. Termination prior to this date must occur by mutual written agreement of all partners.

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

City of Bloomington		Downtown Bloomington, Inc.	
Margie Rice, Corporation Counsel	DATE	Talisha Coppock, Executive Director	DATE
City of Bloomington Parks and l	Recreation_		
Tim Street, Director	DATE		
Kathleen Mills, President, Board of Park Commissioners	DATE		

## APPENDIX A

STATE OF INDIANA	CC.
COUNTY OF	SS:
	AFFIDAVIT
The undersigned,	being duly sworn, hereby affirms and says that:
1. The undersigned is the _	of  (job title) (company name)
	erein that employs the undersigned: acted with or is seeking to contract with the City of Bloomington to provide services;
• is a subco	ontractor on a contract to provide services to the City of Bloomington.
•	y states that, to the best of his/her knowledge and belief, the company named herein by an "unauthorized alien," as defined at 8 United State Code 1324a(h)(3).
enrolled in and participates	
Signature	
Printed name	
STATE OF INDIANA )	
COUNTY OF MONROE	)
Before me, a Notary Publi acknowledged the execution	ic in and for said County and State, personally appeared and on of the foregoing this day of, 2024.
	Notary Public
	Printed name
	My Commission Expires:



## STAFF REPORT

C=3 Agenda item Admin. Approval: TS

Date: 5/8/24

**TO:** Board of Park Commissioners

FROM: Bill Ream, Community Events Coordinator

**DATE:** May 21, 2024

**SUBJECT:** Contract for Services with Southside Rental

#### Recommendation

Staff recommends approval of the contract for services with Southside Rental for the rental of tents, stages, tables, and chairs The service agreement is not to exceed \$5,600 (Community Events GF- 200-18-186500-53730 = \$2,000; 200-18-186500-53990 = \$3,600).

#### **Background**

The Department will be renting equipment including tents, stages, tables, and chairs for the Fourth of July Parade on July 4th, and the Holiday Market.

The Department has rented equipment from Southside Rental for several years and are happy with their equipment and services.

RESPECTFULLY SUBMITTED,

Bill Ream

**Bill Ream, Community Events Coordinator** 

# STANDARD CONTRACT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND SOUTHSIDE RENTAL FOR RENTAL OF EQUIPMENT FOR EVENTS

This Agreement, entered into on the last date entered on the signatures below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Southside Rental ("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 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 Bill Ream, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

#### Article 2. Standard of Care

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

#### **Article 3.** Responsibilities of the Department

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

#### **Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed five thousand six hundred dollars (\$5,600). 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:

Bill Ream City of Bloomington Parks and Recreation 401 N. Morton Street Suite 250 Bloomington, IN 47404 Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

#### **Article 5. Appropriation of Funds**

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

#### Article 6. Schedule

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

#### **Article 7. Termination**

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

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

#### 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 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 2.23.100 et seq. 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	Southside Rental
Attn: Bill Ream	Attn: C.R. Hoke
401 N Morton St. Suite 250	1717 S. Walnut St.
Bloomington, IN 47404	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 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		Southside Rental	
Margie Rice, Corporation Counsel	DATE	Signature	DATE
Tim Street, Director Parks and Recreation Department	DATE	NAME OF SIGNATORY, TITLE	
Kathleen Mills, President, Board of Park Commissioners	DATE		

#### **EXHIBIT A**

#### "Scope of Work"

The Services shall include the following:

#### Fourth of July Parade:

Deliver and set up 20' x 40' tent and 90 chairs on the south lawn of the Monroe County Courthouse on Kirkwood Avenue

Deliver and set up stage risers, two (2) 10' x 10' tents and four (4) 6' banquet tables in front of the Fountain Square Mall entrance on Kirkwood Ave.

#### **Holiday Market:**

Deliver and set up large tents as needed for the event in the south parking lot of the Showers Building on Morton Street

#### **EXHIBIT B**

#### "Project Schedule"

#### Fourth of July Parade:

Delivery and set up of equipment will be completed by noon on Wednesday, July 3, 2024. Tear down and removal of equipment will be immediately following the parade (approx.. 1pm) on Thursday, July 4, 2024.

#### Holiday Market:

Delivery and set up of tents will be Friday, November 29, 2024 and take down and removal of tents will be completed after the event (5pm or later) on Saturday, November 30, 2024.

# **EXHIBIT C**E-VERIFY AFFIDAVIT

STATE OF INDIANA )	
)SS: COUNTY OF)	
AI	FFIDAVIT
The undersigned, being duly sworn, hereby	y affirms and says that:
1. The undersigned is the(job title)	of
2. The company named herein that employs t	
3. The undersigned hereby states that, to the	ntract to provide services to the City of Bloomington. best of his/her knowledge and belief, the company named unauthorized alien," as defined at 8 United States Code
4. The undersigned herby states that, to the b in and participates in the E-verify program	est of his/her belief, the company named herein is enrolled.
Signature	
Printed Name	_
STATE OF INDIANA ) )SS:	
COUNTY OF)SS:	
Before me, a Notary Public in and for said County acknowledged the execution of the foregoing this _	and State, personally appeared and day of, 2024.
Notary Public's Signature	My Commission Expires:
Printed Name of Notary Public	County of Residence:

Printed Name of Notary Public

#### EXHIBIT D

EAHIBIT	U
STATE OF	
NON-COLLUSION A	AFFIDAVIT
The undersigned offeror or agent, being duly sworm member, representative, or agent of the firm, company, corp into any combination, collusion or agreement with any person or to prevent any person from making an offer nor to induct this offer is made without reference to any other offer.	oration or partnership represented by him, entered on relative to the price to be offered by any person
OATH AND AFFIR  I affirm under the penalties of perjury that the foreg the best of my knowledge and belief.  Dated this day of, 202	going facts and information are true and correct to
By: Signature Printed Name	
STATE OF	
Before me, a Notary Public in and for said County and State acknowledged the execution of the foregoing this day	, personally appeared and of, 2024.
My Com Notary Public's Signature	mission Expires:

County of Residence:



# STAFF REPORT

**C-4** Agenda item

Admin. Approval: TS

Date: 5/15/24

TO: Board of Park Commissioners

FROM: Clarence Boone, Facility/Program Coordinator

**DATE:** May 21, 2024

SUBJECT: REVIEW/APPROVAL OF FARMERS' MARKET ADVISORY COUNCIL

**APPOINTMENTS** 

#### Recommendation

Staff recommends the re-appointment of the following Farmers' Market Advisory Council members:

- 1. Karen Saint Rain Farm Vendor
- 2. Kip Schlegel Farm Vendor
- 3. Rebeca Vadas Farm Vendor
- 4. Tracy Bruce Food and Beverage Artisan
- 5. Andy Manansala Food and Beverage Artisan
- 6. Michael Gleeson Customer Representative

Staff recommends the new appointment of Edward Robertson (Customer Service Representative) and Patricia Sigman (Farm Vendor Representative) to the Farmers' Market Advisory Council.

#### **Background**

The Farmers' Market Advisory Council consists of 11 members representing Market vendors, customers and food and beverage artisans. The Council acts in an advisory capacity to the Board of Park Commissioners and Park staff on policy matters relating to the Farmers' Market. We received a total of four applications.

New Prospective Applicant Qualifications

**Edward Robertson** is a long-time Information Alley participant. He believes the Market is a standout feature of the Bloomington community and is recognized world-wide, with friends who reported seeing our Market on TV in LA and in Cambridge England. He feels the community and vendor interactions at the Market enhance each other and Market policy should promote more of this. As a regular participant, Ed is aware of how days at the Market progress, and he is aware of the balance needed to make the Market both well-functioning and open.

**Patricia Sigman** is co-proprietor of Hi-Acre Farm. This family farm was started in 1964 and they began selling produce at the Farmers' Market in 1987. Patricia's familiarity and devotion for the advancement of the Market sets her apart as an excellent candidate for Council membership.

RESPECTFULLY SUBMITTED,

Clarence Boone, Program/Facility Coordinator

onboard

City of Bloomington, Indiana – Kerry Thomson, Mayor

Admin

Clarence Boone

Boards/Commissions

People

Seats

Liaisons

Apply

Farmers Market Advisory Council (10 vacancies)	Back to applications	
No Seats Selected		
Patricia Sigman		
Email		
pasigman@hotmail.com		
Phone Number		
3176058283		
Address		
644 W 550 S		
City		
Trafalgar		
Zip		
46181		
Do you live in the city limits?		
No		
Occupation Farmer		
House did was been of this an anima?		
How did you hear of this opening? Other		
If other, please describe:		
Kip and Karen (vendors and advisory board members)		
Please explain your interest		
I was asked to be on the board and feel I might be able to contribu	te	

Please describe your qualifications

I'm a vendor and know most of the other vendors, a lot customers and market workers

Include a resume (optional)



# STAFF REPORT

C-5 Agenda item Admin. Approval: TS

Date: 5/8/24

TO: Board of Park Commissioners

FROM: Shelby Drake, RD, LD – Health and Wellness Coordinator

**DATE:** May 6, 2024

SUBJECT: PARTNERSHIP WITH IU HEALTH BLOOMINGTON FOR PUBLIC HEALTH

**PROGRAMMING** 

#### Recommendation

Staff recommends approval of the partnership between Bloomington Parks and Recreation and Indiana University Health Bloomington to facilitate public health programming throughout the remainder of 2024. Public health programming includes, but is not limited to, adolescent programming, older adult programming, and Public Health in the Parks. No funds will be exchanged.

#### **Background**

IU Health Bloomington and Bloomington Parks and Recreation staff have successfully collaborated on public health programming since 2010, including nine strategic action plans, community health needs assessments and community health improvement plans. Due to resource adjustments, staff turnover and a change of programming, the partnership was not in effect for the past two years. This partnership will focus on adolescent and adult community health programming initiatives.

RESPECTFULLY SUBMITTED,

Shelby Drake, RD, LD - Health and Wellness Coordinator



# Program Partnership Agreement with Indiana University Health Bloomington

This Agreement is made and entered into on the date last entered on the signatures below, by and between the City of Bloomington Parks & Recreation Department, ("BPRD") and Indiana University Health Bloomington, Inc. ("IU Health Bloomington") (collectively the "Parties" and individually a "Party").

WHEREAS, BPRD and IU Health Bloomington desire to provide programs which promote social, physical, emotional, mental, and environmental health in the community,

**WHEREAS**, IU Health Bloomington is qualified to perform such services with BPRD; and

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

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, the Partners to this Agreement agree as follows:

#### 1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide community health education, programs, training, marketing, and opportunities to benefit the health and wellness of the community by combining available resources from each Party in this Agreement.

#### 2.0 **Duration of Agreement:**

This Agreement shall be in full force and effect from May 1, 2024, to December 31, 2024, unless early termination occurs as described in Article 7 of this Agreement.

# 3.0 Bloomington Parks & Recreation:

The goal of BPRD is to build a positive relationship with IU Health Bloomington in order to provide wellness programming to the community. BPRD will:

- **3.1.** Assist in planning and provide staff to facilitate wellness programming (bike rodeos, run/walk clubs, National Walk to School Day, Family fitness nights, Parent University, Healthpalooza, IU Health Wellness Camp).
- **3.2.** Provide Twin Lakes Recreation Center (TLRC) party room + 1 basketball court at no-cost, for Playworks adolescent health training June 20-21, 2024.
- **3.3.** Provide one (1) shelter rental at no-cost to IU Health on a mutually agreed upon date.
- **3.4.** Provide community center space for older adult wellness programming (Stepping On, Think First) annually. Space will be provided on mutually agreed upon dates.
- **3.5.** Assist in planning semi-annual Public Health in the Parks programming, facilitate locations to host Public Health in the Parks programming.

# 4.0 IU Health Bloomington:

The goal of IU Health Bloomington is to build a positive relationship with BPRD in order to provide wellness education to the community. IU Health Bloomington will:

- **4.1.** Assist in planning and provide staff to facilitate wellness programming (bike rodeos, run/walk clubs, National Walk to School Day, Family fitness nights, Parent University, Healthpalooza, IU Health Wellness Camp).
- **4.2.** Provide race day timing equipment for Veterans 5k on a mutually agreed upon date.
- **4.3.** Provide staff for older adult wellness programming (Stepping On, Think First) annually.
- **4.4.** Assist in planning semi-annual Public Health in the Parks programming, provide public health staff for wellness checks and vaccine clinics and general public health education.

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

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

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

- **5.2.** The commitment of personnel, promotions, and equipment will be honored according to the timetable agreed upon by all partners.
- **5.3.** Both parties will be able to review and approve all marketing materials prior to publication.

# **6.0** Notice and Agreement Representatives:

**6.1.** Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

#### **Bloomington Parks & Recreation**

Becky Higgins
Box 848
Bloomington, IN 47402
barrickb@bloomington.in.gov
812-349-3713

#### **IU Health Bloomington**

Amy Meek 333 East Miller Drive Bloomington, IN 47401 ameek1@iuhealth.org 812-353-3216

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

#### **Bloomington Parks & Recreation**

Shelby Drake Box 848 Bloomington, IN 47402 shelby.drake@bloomington.in.gov 812-349-3771

#### **IU Health Bloomington**

Lisa Greathouse 333 East Miller Drive Bloomington, IN 47401 Igreathouse@iuhealth.org 812-353-3244

#### 7.0 Termination:

- **7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2024 by mutual written agreement only.
- 7.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

#### 8.0 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 other 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.

#### 9.0 **Release and Hold Harmless Agreement:**

IU Health Bloomington, including its representatives, agents, and assigns, does hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement, even if caused by the negligence of releasees.

#### 10.0 E-Verify

IU Health Bloomington 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). IU Health Bloomington shall sign an affidavit, attached as Exhibit A, affirming that IU Health Bloomington does not knowingly employ an unauthorized alien. IU Health Bloomington shall require any subcontractors performing work under this contract to certify to IU Health Bloomington 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. IU Health Bloomington shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

BLOOMINGTON PARKS AND RECREATION DEPARTMENT		IU Health Bloomington	
Kathleen Mills, President	DATE	Amy Meek	DATE
Board of Park Commissioners			
Tim Street, BPRD Director	DATE		
Margie Rice, Corporation Coun	sel DATE		

# **EXHIBIT A**E-VERIFY AFFIDAVIT

STATE	E OF INDIANA	)		
COUN	TY OF	)SS: )		
		AFFID	AVIT	
	The undersigned, being	duly sworn, hereby at	firms and	says that:
1.	The undersigned is the _		_of	
		(job title)		(company name)
2.	The company named her	ein that employs the	undersigne	ed:
	i. has cont	tracted with or seekin	g to contra	act with the City of Bloomington to provide
	services	; OR		
	ii. is a subo	contractor on a contra	ct to provi	ide 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 knowin	gly employ an "unau	thorized a	alien," as defined at 8 United States Code
	1324a(h)(3).			
4.	The undersigned herby s	tates that, to the best of	f his/her b	belief, the company named herein is enrolled
	in and participates in the	E-verify program.		
Signatu	ire	DATE		
Printed	Name			



# STAFF REPORT

C-6 Agenda item Admin. Approval: TS Date: 5/15/24

TO: Board of Park Commissioners

FROM: Steve Cotter, Natural Resources Manager

**DATE:** May 21, 2024

SUBJECT: CONTRACT WITH WHITE BUFFALO FOR GRIFFY DEER HUNT

#### Recommendation

Staff recommends approval of this contract with White Buffalo Inc. The contract amount is not to exceed \$24,548. If approved, this amount will be paid from 201-18-189500-53990.

#### **Background**

Studies of the deer population in Bloomington officially began with the establishment of the Joint City of Bloomington-Monroe County Deer Task Force, a citizen group created by local government in response to concerns from ecologists and residents about deer damage in the Griffy area. The Deer Task Force submitted their official report of findings in 2012, and the report was formally accepted as an advisory document by the Common Council on December 12, 2012. The Task Force recommended a sharpshooting effort to reduce the deer population within the Preserve. A sharpshooting effort was attempted in 2014 but was unsuccessful due to a large acorn crop that interfered with the timing of deer coming to bait stations. Deer management has been conducted since 2017 with the following results:

2017 62 deer removed 2019 26 deer removed 2020 40 deer removed 2021 47 deer removed 2022 46 deer removed 2023 33 deer removed

The Community Hunting Access Program was developed by the Indiana Dept. of Natural Resources to provide hunting opportunities for Indiana hunters. CHAP funding was received for the deer hunts in 2019, 2020, and 2021. DNR has discontinued the CHAP program so funding has been requested through the Bloomington Parks and Recreation Natural Resources non-reverting fund again for this year.

White Buffalo Inc. (WBI) will provide assistance in the recruitment of hunters and will provide a proficiency screening for hunting applicants, supervise scheduled hunting activities, select general hunting locations within GLNP, facilitate in the removal of harvested deer, and generate a final report.

All rules and regulations that apply to hunting deer in the state of Indiana during the firearms season will be followed. A multi-step process will be used to vet hunters to ensure compatibility with program goals. Hunters will be selected based on their demonstrated safe and proficient use of a firearm, hunting experience, community involvement, and commitment to hunting ethics and safety.

Logistics

#### Timing

The proposed time frame for this year's deer cull coincides with the first two weekends of firearm season, November 16, 17, 23 and 24.

#### **Participants**

The hunt will be conducted by licensed Indiana hunters who have been vetted, trained and supervised by White Buffalo, Inc., a leading expert in population control of white-tailed deer in urban areas. This firm was selected based on their familiarity with Midwestern forest ecosystems, their research knowledge and comprehensive understanding of the ecology of white-tailed deer, and their flawless safety record.

#### Safety

Safety is the first priority of the deer herd reduction effort, and takes precedence over all other considerations. Sharpshooting will take place from elevated stands so the trajectory of bullets will be down and into the ground. A private security firm will be hired by the BPR to patrol the area surrounding Griffy Lake Nature Preserve, and to advise members of the public of the temporary closure of the property during the cull. Security personnel will be in contact with White Buffalo at all times to inform them of potential conflicts with property users. Signs placed conspicuously at parking areas and trail heads will inform the public of the closure of the property during the two weekends of the cull.

#### Long-Term Deer Management Plan

Maintaining the deer herd in numbers that will allow the understory forest vegetation to recover is the long-term goal. Bloomington Parks and Recreation staff will continue monitoring the presence and height of forest understory plants, including tree seedlings, in established control plots. Data collected in future growing seasons will help determine whether or not additional deer need to be removed the following winter in order for the plant population to recover.

Bloomington Parks and Recreation will communicate with staff from the IU Research and Teaching Preserve to coordinate notification about property closures.

Kevin Tungesvick, Senior Ecologist with Eco Logic LLC, has been monitoring plant heights within the Griffy Lake Nature Preserve. He is here today to share the latest data collected from the research plots.

RESPECTFULLY SUBMITTED,

Natural Resources Manager

# STANDARD CONTRACT BETWEEN

# CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

AND

#### WHITE BUFFALO INC.

**FOR** 

#### DEER HUNT COORDINATION AT GRIFFY LAKE NATURE PRESERVE

This Agreement, entered into on this 21<sup>st</sup> day of May 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and WHITE BUFFALO INC. ("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 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 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 TWENTY-FOUR THOUSAND FIVE HUNDRED AND FORTY-EIGHT DOLLARS (\$24,548.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

STEVE COTTER City of Bloomington Parks and Recreation 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.

#### **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 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 2.23.100 et seq. 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	WHITE BUFFALO
Attn: STEVE COTTER	Attn: DR. JASON BOULANGER
PO BOX 848	6B KINGS HWY.
BLOOMINGTON, IN 47402	CHESTER, CT 06412

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 Ordinance.

Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 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 is determined to be a covered employer under the LWO and therefore 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.

The Parties have effectuated this Agreement by executing it on the day and year first written above.

# Margie Rice, Corporation Counsel DATE Tim Street, Director Parks and Recreation Department Kathleen Mills, President, Board of Park Commissioners WHITE BUFFALO INC. Dr. Jason Boulanger, President DATE DATE

#### **EXHIBIT A**

#### "Scope of Work"

The Services shall include the following:

White Buffalo Inc. (WBI) will provide assistance to the municipality in the recruitment of hunters for participation in a firearm hunt to be conducted during the regular deer hunting season. In addition, they will provide a proficiency screening for hunting applicants, supervise scheduled hunting activities, select general hunting locations within GLNP, facilitate the removal of harvested deer, and generate a report detailing the results of the hunt.

# **EXHIBIT B**

# "Project Schedule"

Hunter recruitment will begin in May 2024 Proficiency screening will be conducted in July or August 2024 Hunting locations will be selected in October 2024. Hunts will be conducted on Nov. 16 and 17 and Nov. 23 and 24, 2024

# **EXHIBIT C** E-VERIFY AFFIDAVIT

STATE OF	
)SS: COUNTY OF)	
	AFFIDAVIT
The undersigned, being duly sworn, h	nereby affirms and says that:
1. The undersigned is the(iob :	title) of (company name)
<ol> <li>The company named herein that emple i. has contracted with contracted with contracted;</li> </ol>	loys the undersigned: or seeking to contract with the City of Bloomington to provide
3. The undersigned hereby states that, to	a contract to provide services to the City of Bloomington. o the best of his/her knowledge and belief, the company named an "unauthorized alien," as defined at 8 United States Code
	the best of his/her belief, the company named herein is enrolled gram.
Signature	
Printed Name	
STATE OF) SS: COUNTY OF)	
	unty and State, personally appeared and this day of, 2024.
Notary Public's Signature	My Commission Expires:
Printed Name of Notary Public	County of Residence:

Printed Name of Notary Public

#### EXHIBIT D

	EAHIBIT D
STATE OF	
NO	ON-COLLUSION AFFIDAVIT
member, representative, or agent of the into any combination, collusion or agree	nt, being duly sworn on oath, says that he has not, nor has any other firm, company, corporation or partnership represented by him, entered ement with any person relative to the price to be offered by any person an offer nor to induce anyone to refrain from making an offer and that my other offer.
	DATH AND AFFIRMATION perjury that the foregoing facts and information are true and correct to
Bv:	
·	Signature
	Printed Name
STATE OF	
Before me, a Notary Public in and for sa acknowledged the execution of the fore	and County and State, personally appeared and going this day of, 2024.
	My Commission Expires:
Notary Public's Signature	<del>-</del>

County of Residence:

# EXHIBIT "E" AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the Click here to enter text. (job title)		ame)
2. The company named herein that employs the contract with the City of Bloomington to provide		ıg to
3. The undersigned hereby states that, to the best herein is subject to Bloomington City Ordinan Ordinance."		
4. The projected employment needs under the awa	ard include the following: Click here to enter to	ext.
5. The projected net increase or decrease in jobs from awarding the assistance: Click here to enter	± , , , ,	esult
6. The undersigned hereby affirms that the smalles employees shall be at least the living wage.	st hourly wage to be earned by each of their cov	ered
I affirm under the penalties of perjury that the forthe best of my knowledge and belief.	egoing facts and information are true and corre	ct to
Signature		
Printed name		
STATE OF INDIANA ) ) SS: COUNTY OF)		
Before me, a Notary Public in and for said County and acknowledged the exe , 2024.	y and State, personally appeared day	– of
My Commission Expires:	Notary Public	_
County of Residence:	Name Printed	_
	Commission Number	_



# STAFF REPORT

D=1 Agenda item Admin. Approval: TS

Date: 5/15/24

TO: Board of Park Commissioners

FROM: Tim Street, Director

**DATE:** May 21, 2024

SUBJECT: BUILDING TRADES PARK MASTER PLAN

#### Recommendation

This report is informational and no action is needed.

#### **Background**

Last year, Parks and Recreation staff members determined a new master plan was needed to plan for the future of Building Trades Park. A contract with Mader Design for the creation of this master plan with was approved by the Board of Park Commissioners in July 2023, and work began shortly thereafter. Key priorities for the master planning process included engaging directly with the community (especially park neighbors), creating plans to address aging and failing infrastructure in the park, anticipating future increased usage from the Hopewell neighborhood, considering upcoming bike infrastructure on 2<sup>nd</sup> St, and improving accessibility in the park (especially considering moving north-south across the park and increasing access to a picnic shelter).

A first public meeting was held in Council Chambers on September 28<sup>th</sup>, and during this meeting Mader Design presented several "themed" concepts for the park, with various options that included additional parking, a focus on art & nature, additional sports courts, and more. Community feedback was gathered both in person at this meeting and from a survey that collected community feedback on the draft plans. This feedback was incorporated into a second version that was presented to the public at a public meeting in December 2023. Feedback was again collected from those at the meeting, and thereafter staff from Mader Design worked with staff from Parks and Recreation to finalize the plan being presented today.

A master plan should function as a guiding document for the future of a park, but it is important to remember that it is not a set of construction plans, and that needs and wants for the park can still change over time. This Master Plan will be distributed to the public after this meeting. From there, the department's priority will be to design and construct a Phase I improvements project – likely sometime in 2025 – that will focus on addressing accessibility issues in the park. Future phases will work to realize more of the master plan for this neighborhood park.

RESPECTFULLY SUBMITTED,

Tim Street, Director