



CITY OF BLOOMINGTON
Parks and Recreation

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, September 27, 2022 4:00pm – 5:30pm

Council Chambers

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of August 16, 2022
- A-2. Approval of Claims Submitted August 16, 2022 – September 26, 2022
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Review/Approval of Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Approval of contract with Value Fence Company at Bryan Park tennis courts
- A-8. Approval of addendum with Catalent for parking at Twin Lakes Sports Park
- A-9. Approval of contract with Commercial Service for water line installation at Switchyard Park
- A-10. Approval of contract with J.R. Ellington Tree Expert Co for a hazardous tree removal
- A-11. Approval of contract with McCormick Mobile Home Service to relocated garden shed
- A-12. Approval of contract with Bruce Welding for emergency repairs at Leonard Springs Nature Park
- A-13. Approval of contract with Bluestone Tree for hazardous tree removal at Leonard Springs Nature Park
- A-14. Approval of contract with Eco Logic, LLC for invasive vegetation management at Griffy Lake Nature Preserve
- A-15. Review of partnership with Summer Star Foundation for Griffy Lake Nature Days
- A-16. Review addendum with Tennis Tech for court surface finishing
- A-17. Approval of agreement with City of Bloomington Utilities for grease treatment and disposal at Switch Yard Park

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Brava Award - Margaret Dalle-Ave (Emily Buuck)
- B-2. Parks Partner Award -
- B-3. Staff Introductions - Haskell Smith, Urban Forester
Michele Wilson, Customer Service Representative
Kevin Terrell, Program/Facility Coordinator - Banneker

C. OTHER BUSINESS

- C-1. Review/Approval of contract with Jonathan Racek for Rogers Family Park art installation (Chaz Mottinger)
(Larry Allen)
- C-2. Review/Approval of 2023 General Fund Budget request (Paula McDevitt)
- C-3. Review/Approval of contract template for 2022 Holiday Market Local Product Vendors (Clarence Boone)
- C-4. Review/Approval of contract template for 2022 Holiday Market Artists (Crystal Ritter)
- C-5. Review/Approval of Fee Waiver for Parks Foundation Golf Outing on October 5, 2022 (Satoshi Kido)
- C-6. Review/Approval of agreement with Ohio Valley Sports Productions, LLC for field project at Twin Lakes Sports Park fields (Satoshi Kido)
- C-7. Review/Approval Volunteer Recruitment and Volunteer Background Check policy update (Emily Buuck)
- C-8. Review/Approval of Noise Permit application (Hsiung Marler)

- C-9. Review/Approval of contract with Miller Welding, LLC for fencing project at the Rose Hill scatter garden (Barb Dunbar)
- C-10. Review/Approval of contract with Woods Electrical Contractors Inc. for electrical enclosure at Miller Showers Park (Barb Dunbar)
- C-11. Review/Approval of partnership agreement with 4 Good Reasons Roofing for Rogers Rd. Sare Road Adopt-A-Roundabout (Joanna Sparks)

D. REPORTS

- D-1. Administration Division - No report
- D-2. Recreation Division - No report
- D-3. Operations Division - Bicentennial Gateway project update (Tim Street)
- D-4. Sports Division - No report

E. PUBLIC COMMENT

- E-1. Public Comment Period

ADJOURNMENT

Face masks are optional but recommended for indoor spaces.

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 mcdevitp@bloomington.in.gov).

The meeting may accessed at the following link:

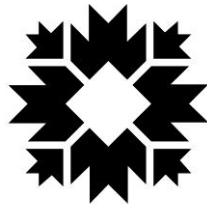
<https://bloomington.zoom.us/j/87975637194?pwd=OHBMM29EeDFobHRpWm5jY1NPWjBadz09>

Meeting ID: 879 7563 7194 Passcode: 336865

Dial by your location

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

Find your local number: <https://bloomington.zoom.us/j/kc2yfkDJE8>



CITY OF BLOOMINGTON
Parks and Recreation

A-1

09-27-2022

Board of Park Commissioners
Regular Meeting
Minutes

Regular Meeting: Tuesday, August 16, 2022 4:00pm – 5:30pm

Council Chambers
401 North Morton

CALL TO ORDER - ROLL CALL

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

Present: Kathleen Mills, Ellen Rodkey, Israel Herrera, and Jim Whitlatch

A. CONSENT CALENDAR

A-1. Approval of Minutes of June 28, 2022

A-2. Approval of Claims Submitted June 29, 2022 – August 15, 2022

A-3. Approval of Non-Reverting Budget Amendment

A-4. Review of Business Report

A-5. Review of Credit Card Refund Report

A-6. Approval of Surplus

A-7. Approval of partnership agreement with Monroe County History Center

A-8. Approval of contract with Dynasty Painting, LLC for Renwick trail bridge painting

A-9. Approval of partnership with Indiana University Outdoor Adventures for outdoor recreation programming

A-10. Approval of contract with Pursell Monument for installation of a foundation and monument at Rose Hill scatter garden.

A-11. Approval of service agreement with Steve's Roofing & Sheet Metal for improvements to Griffy Lake Boathouse and restroom

A-12. Approval of contract with Trees, PLE for treatment of pine trees at Winslow Sports Complex

Jim Whitlatch made a motion to approve the consent calendar A-1 through A-12. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Bravo Award

Emily Buuck, Community Relations Coordinator presented Kiersten Groover and Kendra Souder with the August BRAVO Award. In 2022, the two Target employees had volunteered for Touch a Truck and Adult Field Day events. They were essential in assisting with the events and in recruiting several of their fellow Target employees to serve as volunteers. The department was thankful for their hard work and dedication to Parks programs for the past few years.

The Board thanked Kiersten Groover and Kendra Souder for the time they had given as volunteers.

B-2. Parks Partner Award

Julie Ramey, Community Relations Manager recognized The Dog House as the August recipient of the Parks Partner Award. The Dog House was a locally owned, family-run business that started in 2005 by Jim and Beth Dasenbrock. The Dog House had been a sponsor of Parks and Recreations programs for many years, from Drool in the Pool,

Performing Arts Series, Movies in the Parks and Howl at the Moon. The department and staff were incredibly grateful to Jim and Beth, and to The Dog House for their continued support.

Representatives of The Dog House approached the podium and thanked the Park Board for the award.

The Board thanked The Dog House for their continued support.

B-3. Staff Introductions

Satoshi Kido, Sports Division Director recently accepted the position of Sports Division Director. Kido's previous role with Campus Recreation at Indiana University, was Assistant Director for more than 20 years. Kido was originally from Japan and received a bachelor's degree in Recreation and Leadership Management from Ferris State University and a Master's degree in Higher Education and Administration from Grand Valley State University. Kido looked forward to working with the Board and staff.

The Board welcomed Satoshi Kido.

C. OTHER BUSINESS

C-1. Review/Approval of Contract with Commercial Service for Kitchen Project at Banneker Community Center

Leslie Brinson, Community Events Manager staff wished to create a commercial kitchen at Banneker Community Center, for use by both internal groups as well as community groups through rental opportunities. A commercial kitchen would help create a nutritional hub and cultural hub at the Banneker Community Center. To meet necessary requirements, a Type 1 Kitchen Hood would need to be installed. Staff recommended approval of the contract with Commercial Services in an amount not to exceed \$34,035. Funding would be from two existing facility grants as well as Banneker Community Center General Fund.

Board comments: Kathleen Mills inquired: if the kitchen would be shut down during the project. Leslie Brinson responded: it would be shut down for a short period.

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

C-2. Review/Approval of Appointment to the Cascades Golf Course Advisory Council

Aaron Craig, Golf Facilities Manager staff recommended approval of Dean LaPlante for replacement of a vacancy on the Cascades Golf Course Advisory Council. The purpose of the Council was to assist Cascades Golf Course management by providing input from the community and provide feedback on projects, business plan and programs.

Board Comments: Jim Whitlatch inquired: how many members made up the Cascades Golf Course Advisory Council. Aaron Craig responded: five members.

Jim Whitlatch made a motion to approve the appointment recommended by staff to Cascades Golf Course Advisory Council. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 4-0.

C-3. Review/Approval of Contract with F.A. Bartlett Tree Expert Company for 2022 Emerald Ash Borer Treatment

Tim Street, Operations and Development Division Director to suppress Emerald Ash Borer, staff wished to have a professional contractor perform systematic injections treatments to approximately 73 City Ash trees. Staff recommended approval of contract with F.A. Bartlett Tree Expert Company, in an amount not to exceed \$14,929. Funding source would be from Urban Forestry General Fund.

Board Comments: Jim Whitlatch inquired: what was the success of treating the Emerald Ash Borer. Tim Street responded: through the continued treatments, the City had been able to successfully retain 200 Ash trees in the city inventory. If treatment began at the onset, the treatment would mitigate the effects of the Ash Borer. Ellen Rodkey inquired: if any Ash trees were being planted, and if each tree was treated every three years. Tim Street responded: Ash trees were not being planted. If natural resistance occurred or the infestation passed, Ash trees could possibly be considered for future planting. Yes, each tree was treated every three years.

Jim Whitlatch made a motion to approve the contract with F.A. Bartlett Tree Expert Company. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-4. Review/Approval of Contract with Scenic Construction for Rogers Family Park

Tim Street, Operations and Development Division Director for the construction and conversion of the Goat Farm Park into Rogers Family Park, staff wished to have improvements made to the 31.5 –acre property that was donated by the Rogers family in 2007. The project would include but not be limited to pedestrian boardwalk construction, native landscaping, permeable paver parking, reseeding of native plants, concrete seating under the barn awning, and the construction of a small shelter and pergola. Expenses would be charged to Operations Non-Reverting Fund, with reimbursement from the Bloomington Parks Foundation.

Board Comments: *Jim Whitlatch inquired: if there would be any other available parking.* *Tim Street* responded: that would be the only parking and it would be located by the trail. Some other parking options could be Jackson Creek, Sherwood Oaks Park and Childs Elementary. *Jim Whitlatch commented: Sherman and Meredith Rogers did a great service by giving this gift to the community.*

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

C-5. Review/Approval of with Oscar's Contracting Rogers Family Park barn and roof project

Tim Street, Operations and Development Division Director staff wished to have needed repairs made to the barn located at Goat Farm Park at 3000 E Winslow Rd. The project would include but not be limited to roof installation, gutters and downspouts, siding, soffit and fascia, and painting. Staff recommended approval of the contract with Oscar's Contracting, in an amount not to exceed \$110,100. Funding would be from Operations Non-Reverting Fund, with reimbursement from the Bloomington Parks Foundation.

Board Comments: *Israel Herrera inquired: if there would be any acknowledgement or recognition of the Roger Family for this great gift.* *Tim Street* responded: in recognition of the gift given to the community, the name would be changed at the end of the project from the Goat Farm Park to Roger Family Park. As with any big project, a dedication event would be planned and held at the end of the project. *Ellen Rodkey inquired: when the overall project would be completed.* *Tim Street* responded: overall completion was expected to be in the spring. *Jim Whitlatch inquired: what was the inside of the barn like and would it be used for anything.* *Tim Street* responded: there was a mix of items stored in the barn. Staff wished to eventually use a portion of the barn for Natural Resource programs.

Jim Whitlatch made a motion to approve the contract with Oscar's Contracting. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-6. Review/Approval of naming of Southeast Trail

Julie Ramey, Community Relations Manager staff recommended approval of an official name for the .36-mile paved trail that bordered the Renwick neighborhood. The trail connected to Southeast Park, which prompted the proposed name of Southeast Trail.

Board Comments: *Kathleen Mills inquired: if the trail was already referred to as Southeast Trail.* *Julie Ramey* responded: historically the most popular name used was the Renwick trail, but was never officially named. Staff wished to install signage, post rules of trail use and identify the trail as part of the parks system. With the proximity of Southeast Park it made sense to call it Southeast Trail.

Jim Whitlatch made a motion to approve the naming of Southeast Trail. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-7. Review/Approval of contract Tennis Technologies for Park Ridge East Tennis and Basketball Courts

Satoshi Kido, Sports Division Director the two tennis courts and one basketball court at Park Ridge East had been resurfaced, and needed to be recoated and restriped. Staff was considering turning one tennis court into two pickle ball courts. Staff would reach out to community members for feedback. Staff recommended approval of the contract with Tennis Technology, in an amount not to exceed \$24,685. Funding source would be from Adult Sports General Fund.

Board Comments: *Jim Whitlatch inquired: if the noise of the ball hitting the court was a concern, and if tennis could be played on a pickle ball court.* Paula McDevitt, Director responded: yes, the noise of the ball was a concern. Due to the nets, tennis could not be played on a pickle ball court. *Israel Herrera inquired: on the completion date.* Satoshi Kido responded: it would be mid to late September.

Comments were received from a citizen in favor of one tennis court being converted to two pickle ball courts.

Jim Whitlatch made a motion to approve the contract with Tennis Technologies for Park Ridge East tennis and basketball courts. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-8. Review/Approval of Contract with Baker Stone Work for Stone Work at Rose Hill Scatter Garden

Joanna Sparks, City Landscaper staff wished to have a scatter garden created at Rose Hill Cemetery and required the services of a professional contractor to restore existing pavers, remove and replace broken stones, and remove curb on inside of circle. Staff recommended approval of contract with Baker Stone Work in an amount not to exceed \$8,425. Project would be funded from the Cemetery General Fund.

Board Comments: *Kathleen Mills inquired: if this would be the only scatter garden in the cemeteries.* Joanna Sparks responded: it would be the only one. There were very few cemeteries in the state that offered a scatter garden.

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

C-9. Review/Approval of Contract with Scenic Construction for Earthwork at Rose Hill Scatter Garden

Joanna Sparks, City Landscaper staff wished to create a scatter garden at Rose Hill Cemetery and required the services of a professional contractor to prepare the site for use. Contractor would remove and dispose of excess gravel and asphalt, import and install topsoil, and install seed, fertilizer and erosion control blanket. Staff recommended approval of the contract with Scenic Construction in an amount not to exceed \$7,900. Funding for project would be from Cemetery General Fund.

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

C-10. Review/Approval of Partnership Agreement with Bloomington Soccer, LLC for Soccer Program at Twin Lakes Recreation Center

Mark Sterner, General Manager Twin Lake Recreation Center, staff wished to continue a partnership with Bloomington Soccer. The partnership provided the community with a soccer program that included developmental programs for youth as well as recreational and competitive soccer leagues for youth and adults. The only change to the partnership was to require all competition be completed by 11:00pm.

Jim Whitlatch made a motion to approve the partnership with Bloomington Soccer, LLC. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

D. REPORTS

D-1. Recreation Division

Emily Carrico, Health and Wellness Coordinator presented an overview of the Community Health Improvement Plan (CHIP). The CHIP leadership team was comprised of City of Bloomington Parks and Recreation, Monroe County Health Department, Indiana University Health and Community Voices for Health.

CHIP used data from the Community Health Assessment (CHA) to identify priority issues, develop and implement strategies for actions, and establish accountability to ensure measurable health improvement. The three top priority issues selected were: Poverty, and Navigating Health & Social Services - Inequity, Discrimination & Bias - Substance Use & Mental Health.

D-2. Operations Division - none

D-3. Sports Division - none

D-4. Administration Division - none

E. PUBLIC COMMENT

Kathleen Mills opened the floor to public comments – none were received

Paula McDevitt, Director recognized Daniel Dixon, City Attorney for the legal assistance and guidance he had provided over the past two years, and wished him well in his next endeavor.

The Parks 2023 General Budget would be presented to City Council on August 31, 2022. The next Park Board meeting would be held on September 27, 2022 in Council Chambers.

ADJOURNMENT

Meeting adjourned at 5:09 p.m.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners



Board of Park Commissioners Claim Register

Invoice Date Range 08/06/22 - 08/19/22

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 (\$9512)										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PROps722	18-(15) weeks pay for Playground & Custodial Crews-4/4-7/16/22	Paid by EFT # 48037		08/09/2022	08/09/2022	08/19/2022		08/19/2022	14,598.42
5187 - Green Dragon Lawn Care, INC	3707	18-Contractual mowing of properties - July 22	Paid by EFT # 48075		08/09/2022	08/09/2022	08/19/2022		08/19/2022	8,715.00
5187 - Green Dragon Lawn Care, INC	3708	18-Contractual mowing of properties - July 22	Paid by EFT # 48075		08/09/2022	08/09/2022	08/19/2022		08/19/2022	6,390.00
6330 - Marshall Security LLC	2407	18-Security Services (B-Line) - 7/16-7/31/2022	Paid by EFT # 48130		08/09/2022	08/09/2022	08/19/2022		08/19/2022	6,992.00
6330 - Marshall Security LLC	2408	18- SYP 2 unarmed security officers (7/16/22-7/31/22)	Paid by EFT # 48130		08/09/2022	08/09/2022	08/19/2022		08/19/2022	7,728.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	5		\$44,423.42
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	5		\$44,423.42
Department 18 - Parks & Recreation Totals							Invoice Transactions	5		\$44,423.42
Fund 176 - ARPA Local Fiscal Recvry (\$9512) Totals							Invoice Transactions	5		\$44,423.42
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2338221	18- laminating pouches, sharpies, pens, mouse pad	Paid by EFT # 48153		08/09/2022	08/09/2022	08/19/2022		08/19/2022	82.13
5819 - Synchrony Bank	003536 GSAAPH	18- Bic Round Stic Black	Paid by Check # 76120		08/09/2022	08/09/2022	08/19/2022		08/19/2022	7.78
Account 52110 - Office Supplies Totals							Invoice Transactions	2		\$89.91
Program 181000 - Administration Totals							Invoice Transactions	2		\$89.91
Program 181100 - Marketing										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39374	18-Foundation golf scramble registration forms (100)	Paid by EFT # 48002		08/09/2022	08/09/2022	08/19/2022		08/19/2022	62.50
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39375	18-Foundation golf scramble promotional posters #25	Paid by EFT # 48002		08/09/2022	08/09/2022	08/19/2022		08/19/2022	35.00
129 - FedEx Office and Print Service, INC	021100044061	18-Grippy Golden Celebration timeline print, lam, mount	Paid by EFT # 48064		08/09/2022	08/09/2022	08/19/2022		08/19/2022	130.45



Board of Park Commissioners Claim Register

Invoice Date Range 08/06/22 - 08/19/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53310 - Printing										
53125 - Mr. Copy, INC	36068	18-Griffy Golden Celebration onsite programs	Paid by EFT # 48148		08/09/2022	08/09/2022	08/19/2022		08/19/2022	60.75
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-55340	18-Griffy Lake Griffy Loop Trail yard signs #4 DS	Paid by EFT # 48181		08/09/2022	08/09/2022	08/19/2022		08/19/2022	188.29
Account 53310 - Printing Totals									Invoice Transactions 5	\$476.99
Account 53320 - Advertising										
7907 - I Saw A Film Today Oh Boy, INC (The Ryder)	August 1, 2022	18-Movie ad full page in July/Aug 2022 issue	Paid by EFT # 48092		08/09/2022	08/09/2022	08/19/2022		08/19/2022	975.00
Account 53320 - Advertising Totals									Invoice Transactions 1	\$975.00
Account 53910 - Dues and Subscriptions										
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-5633	18-Quarterly web hosting Twin Lakes Rec Center & Switchyard Park	Paid by EFT # 48085		08/09/2022	08/09/2022	08/19/2022		08/19/2022	330.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$330.00
Account 53990 - Other Services and Charges										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	28916	18-Griffy Lake construction letter print & EDDM mailing	Paid by EFT # 48002		08/09/2022	08/09/2022	08/19/2022		08/19/2022	424.44
818 - Everywhere Signs, LLC	60601	18-Mader Design canoe decal print and installation	Paid by EFT # 48062		08/09/2022	08/09/2022	08/19/2022		08/19/2022	360.00
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-55259	18-Winslow Sports Park ballfield name signs x3	Paid by EFT # 48181		08/09/2022	08/09/2022	08/19/2022		08/19/2022	503.69
7862 - Winslow Ranch Marketing, LLC	1146	18-social media management Griffy A Golden Celebration	Paid by EFT # 48227		08/09/2022	08/09/2022	08/19/2022		08/19/2022	180.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 4	\$1,468.13
Program 181100 - Marketing Totals									Invoice Transactions 11	\$3,250.12
Program 182001 - Aquatics - Bryan Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	9942951	18-Cylinder Rental for pools	Paid by EFT # 48097		08/09/2022	08/09/2022	08/19/2022		08/19/2022	307.54
177 - Indiana Oxygen Company, INC	9953391	18-Carbon Dioxide for Bryan Pool	Paid by EFT # 48097		08/09/2022	08/09/2022	08/19/2022		08/19/2022	409.09
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 2	\$716.63



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 52310 - Building Materials and Supplies										
539 - Price Electric, INC	35810	18 - Fuse repair at Bryan Pool	Paid by EFT # 48168		08/09/2022	08/09/2022	08/19/2022		08/19/2022	115.00
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1			<u>\$115.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	930000022233	18-Electric Charges 4/12-7/18/22	Paid by Check # 76094		08/10/2022	08/10/2022	08/10/2022		08/10/2022	1,689.15
Account 53510 - Electrical Services Totals							Invoice Transactions 1			<u>\$1,689.15</u>
Account 53610 - Building Repairs										
7530 - Woodland Enterprises, LLC (Bloomington Roto-Rooter)	567-358842	18-Bryan Pool Plumbing Fix	Paid by EFT # 48228		08/09/2022	08/09/2022	08/19/2022		08/19/2022	.00
Account 53610 - Building Repairs Totals							Invoice Transactions 1			<u>\$0.00</u>
Account 53650 - Other Repairs										
7530 - Woodland Enterprises, LLC (Bloomington Roto-Rooter)	567-358842	18-Bryan Pool Plumbing Fix	Paid by EFT # 48228		08/09/2022	08/09/2022	08/19/2022		08/19/2022	787.25
Account 53650 - Other Repairs Totals							Invoice Transactions 1			<u>\$787.25</u>
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 6			<u>\$3,308.03</u>
Program 182002 - Aquatics - Mills Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	9955002	18-Mills Pool Carbon Dioxide	Paid by EFT # 48097		08/09/2022	08/09/2022	08/19/2022		08/19/2022	335.59
394 - Kleindorfer Hardware & Variety	728686	18 - Pool Muratic Acid	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	50.32
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 2			<u>\$385.91</u>
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	756055	18-Mills pool Batteries for safe combo	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	10.49
54255 - Spear Corporation	317562	18 - Mills Pool Chemical Test Strips	Paid by EFT # 48198		08/09/2022	08/09/2022	08/19/2022		08/19/2022	328.00
Account 52420 - Other Supplies Totals							Invoice Transactions 2			<u>\$338.49</u>
Account 53510 - Electrical Services										
223 - Duke Energy	930000022233	18-Electric Charges 4/12-7/18/22	Paid by Check # 76094		08/10/2022	08/10/2022	08/10/2022		08/10/2022	22.00
Account 53510 - Electrical Services Totals							Invoice Transactions 1			<u>\$22.00</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5240848908052 2	18-Natural Gas Mills- 7/1-8/1/22	Paid by Check # 76095		08/10/2022	08/10/2022	08/10/2022		08/10/2022	51.27
Account 53540 - Natural Gas Totals							Invoice Transactions 1			<u>\$51.27</u>
Program 182002 - Aquatics - Mills Pool Totals							Invoice Transactions 6			<u>\$797.67</u>



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Invoice Date Range 08/06/22 - 08/19/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53510 - Electrical Services										
223 - Duke Energy	930000022233	18-Electric Charges 4/12-7/18/22	Paid by Check # 76094		08/10/2022	08/10/2022	08/10/2022		08/10/2022	124.33
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$124.33
								Program 182500 - Frank Southern Center Totals	Invoice Transactions 1	\$124.33
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	CM1026421	18 - Credit Memo BASF-EU EO Rebate 2020	Paid by EFT # 48003		08/09/2022	08/09/2022	08/19/2022		08/19/2022	(102.90)
4383 - Advanced Turf Solutions, INC	SO1022991	18 - Chemicals	Paid by EFT # 48003		08/09/2022	08/09/2022	08/19/2022		08/19/2022	2,080.81
334 - Irving Materials, INC	71121655	18 - Sand	Paid by EFT # 48105		08/09/2022	08/09/2022	08/19/2022		08/19/2022	524.70
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 3	\$2,502.61
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	456912	18 - Filters, gorilla tape	Paid by EFT # 48196		08/09/2022	08/09/2022	08/19/2022		08/19/2022	32.26
								Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 1	\$32.26
Account 53510 - Electrical Services										
223 - Duke Energy	930000022233	18-Electric Charges 4/12-7/18/22	Paid by Check # 76094		08/10/2022	08/10/2022	08/10/2022		08/10/2022	1,467.68
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$1,467.68
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5462551308052 2	18-Natural Gas Golf Course-7/1-8/1/22	Paid by Check # 76095		08/10/2022	08/10/2022	08/10/2022		08/10/2022	27.12
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	\$27.12
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190943794080 222	18-cable service for Cascades Golf Course- 8/6-9/5/22	Paid by Check # 76093		08/10/2022	08/10/2022	08/10/2022		08/10/2022	192.70
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	\$192.70
								Program 183500 - Golf Services Totals	Invoice Transactions 7	\$4,222.37
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
365 - Rogers Group, INC	0713010944	18- Gravel/Stone for Griffy-7/22/22	Paid by EFT # 48184		08/09/2022	08/09/2022	08/19/2022		08/19/2022	92.00
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	\$92.00
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	514155	18-Makita Saw and Drill Kits	Paid by EFT # 48020		08/09/2022	08/09/2022	08/19/2022		08/19/2022	489.96



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	730753	18-NR supplies - tap cons, washers, lags, bits, chuck	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	23.27
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 2
										<u>\$513.23</u>
Account 52420 - Other Supplies										
6222 - Apple, INC	AJ17273315	18- iPad stand replacement for Griffy Boathouse	Paid by EFT # 48009		08/09/2022	08/09/2022	08/19/2022		08/19/2022	169.95
11589 - Bloomington Cooperative Services (Bloomington)	080304902980	18-water for Griffy-7/29/22	Paid by EFT # 48023		08/09/2022	08/09/2022	08/19/2022		08/19/2022	4.90
11589 - Bloomington Cooperative Services (Bloomington)	0S0302888958	18-NR program supplies/Haf&Half-7/19/22	Paid by EFT # 48023		08/09/2022	08/09/2022	08/19/2022		08/19/2022	12.48
11589 - Bloomington Cooperative Services (Bloomington)	0S0303902148	18-Natural Resources program supplies-7/28/22	Paid by EFT # 48023		08/09/2022	08/09/2022	08/19/2022		08/19/2022	17.27
394 - Kleindorfer Hardware & Variety	728649	18-NR supplies - 1/2" socket adaptor, 3/4" socket	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	10.68
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-55435	18-12" x 18" .08 aluminum replacement sign for Griffy Lake	Paid by EFT # 48181		08/09/2022	08/09/2022	08/19/2022		08/19/2022	81.02
Account 52420 - Other Supplies Totals										Invoice Transactions 6
										<u>\$296.30</u>
Account 53510 - Electrical Services										
223 - Duke Energy	930000022233	18-Electric Charges 4/12-7/18/22	Paid by Check # 76094		08/10/2022	08/10/2022	08/10/2022		08/10/2022	42.73
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										<u>\$42.73</u>
Account 53910 - Dues and Subscriptions										
7328 - Trailhead Labs, INC	0000414	18-Outerspatial Annual License-5/19/22-5/19/23	Paid by EFT # 48217		08/09/2022	08/09/2022	08/19/2022		08/19/2022	2,500.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										<u>\$2,500.00</u>
Account 53990 - Other Services and Charges										
7292 - Tyler K Ferguson(Caliente Fitness, LLC)	18-2022-07	18-SUP Instruction and Program Planning	Paid by Check # 76104		08/09/2022	08/09/2022	08/19/2022		08/19/2022	360.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 184000 - Natural Resources Totals										<u>\$360.00</u>
										Invoice Transactions 12
										<u>\$3,804.26</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184500 - Youth Services -Juke Box										
Account 52310 - Building Materials and Supplies										
321 - Harrell Fish, INC (HFI)	W80475	18-AJB Split HVAC system	Paid by EFT # 48079		08/09/2022	08/09/2022	08/19/2022		08/19/2022	1,991.25
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions 1		\$1,991.25
Account 53510 - Electrical Services										
223 - Duke Energy	930000022233	18-Electric Charges 4/12-7/18/22	Paid by Check # 76094		08/10/2022	08/10/2022	08/10/2022		08/10/2022	582.52
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$582.52
Program 184500 - Youth Services -Juke Box Totals								Invoice Transactions 2		\$2,573.77
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	5465	18 - Bottled water, dish soap, trash bags	Paid by Check # 76120		08/09/2022	08/09/2022	08/19/2022		08/19/2022	73.14
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$73.14
Account 53990 - Other Services and Charges										
8157 - Joshua M Hughey	1001	18- 90 minute performance by Limestone Nomad at Peoples Park	Paid by EFT # 48090		08/09/2022	08/09/2022	08/19/2022		08/19/2022	125.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$125.00
Program 186500 - Community Events Totals								Invoice Transactions 2		\$198.14
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	514702	18-Community Garden Supplies; twine, fence post, scissors	Paid by EFT # 48020		08/09/2022	08/09/2022	08/19/2022		08/19/2022	9.98
409 - Black Lumber Co. INC	515549	18-Community Garden Supplies; padlock, hardware	Paid by EFT # 48020		08/09/2022	08/09/2022	08/19/2022		08/19/2022	53.80
394 - Kleindorfer Hardware & Variety	757811	18-2 padlocks	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	23.98
Account 52420 - Other Supplies Totals								Invoice Transactions 3		\$87.76
Program 186502 - Community Events-Gardens Totals								Invoice Transactions 3		\$87.76
Program 187001 - Adult Sports-Softball										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	730581	18- TLSP-funnel,gloves,vest,loppers,pruner,bulbs,funnel ,squeege	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	327.22
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions 1		\$327.22



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	930000022233	18-Electric Charges 4/12-7/18/22	Paid by Check # 76094		08/10/2022	08/10/2022	08/10/2022		08/10/2022	901.97
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$901.97</u>
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 2	<u>\$1,229.19</u>
Program 187202 - Youth Sports-Winslow										
Account 52420 - Other Supplies										
7722 - Indiana Field Supplies, LLC	2022-358	18- Winslow- 10 Cases of Aerosol Paint & Pallet of Mound Clay	Paid by EFT # 48096		08/09/2022	08/09/2022	08/19/2022		08/19/2022	1,411.80
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$1,411.80</u>
Account 53510 - Electrical Services										
223 - Duke Energy	930000022233	18-Electric Charges 4/12-7/18/22	Paid by Check # 76094		08/10/2022	08/10/2022	08/10/2022		08/10/2022	845.01
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$845.01</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694- 002972313	18-Landfill August 2022 Charges Youth Sports	Paid by EFT # 48178		08/09/2022	08/09/2022	08/19/2022		08/19/2022	309.25
Account 53950 - Landfill Totals									Invoice Transactions 1	<u>\$309.25</u>
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 3	<u>\$2,566.06</u>
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	930000022233	18-Electric Charges 4/12-7/18/22	Paid by Check # 76094		08/10/2022	08/10/2022	08/10/2022		08/10/2022	21.40
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$21.40</u>
Account 53650 - Other Repairs										
5600 - Greenscapers, LLC	54650	18- Olcott North Field Turf Repair	Paid by EFT # 48076		08/09/2022	08/09/2022	08/19/2022		08/19/2022	875.00
Account 53650 - Other Repairs Totals									Invoice Transactions 1	<u>\$875.00</u>
Program 187208 - Youth Sports-Olcott Totals									Invoice Transactions 2	<u>\$896.40</u>
Program 187500 - Banneker										
Account 53510 - Electrical Services										
223 - Duke Energy	930000022233	18-Electric Charges 4/12-7/18/22	Paid by Check # 76094		08/10/2022	08/10/2022	08/10/2022		08/10/2022	2,266.21
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$2,266.21</u>



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50745006080522	18-Natural Gas Banneker-7/1-8/1/22	Paid by Check # 76095		08/10/2022	08/10/2022	08/10/2022		08/10/2022	48.77
Account 53540 - Natural Gas Totals									Invoice Transactions 1	<u>\$48.77</u>
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5564	18- BBCC cleaning service-July 2022	Paid by EFT # 48055		08/09/2022	08/09/2022	08/19/2022		08/19/2022	455.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$455.00</u>
Program 187500 - Banneker Totals									Invoice Transactions 3	<u>\$2,769.98</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM228639	18-batteries, fusion reg plug, OFF	Paid by EFT # 48063		08/09/2022	08/09/2022	08/19/2022		08/19/2022	506.28
9269 - Ferguson Facilities Supply, HP Products #3400	0480258	18-Wypalls, toilet tissue, trash bags	Paid by EFT # 48065		08/09/2022	08/09/2022	08/19/2022		08/19/2022	392.56
9269 - Ferguson Facilities Supply, HP Products #3400	0476338	18- 3 tissue dispensers	Paid by EFT # 48065		08/09/2022	08/09/2022	08/19/2022		08/19/2022	165.61
9269 - Ferguson Facilities Supply, HP Products #3400	0474799	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 48065		08/09/2022	08/09/2022	08/19/2022		08/19/2022	510.81
8252 - Share Corporation	206808A	18-Custodial & PPE supplies	Paid by EFT # 48191		08/09/2022	08/09/2022	08/19/2022		08/19/2022	763.72
Account 52210 - Institutional Supplies Totals									Invoice Transactions 5	<u>\$2,338.98</u>
Account 52220 - Agricultural Supplies										
51891 - Forest Commodities, INC	22071903	18-Engineered wood fiber (playground surfacing)	Paid by EFT # 48068		08/09/2022	08/09/2022	08/19/2022		08/19/2022	1,950.00
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	<u>\$1,950.00</u>
Account 52230 - Garage and Motor Supplies										
394 - Kleindorfer Hardware & Variety	730681	18-safety can, bolts	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	60.57
476 - Southern Indiana Parts, INC (Napa Auto Parts)	459033	18-trailer adapter blade for mowing crew	Paid by EFT # 48196		08/09/2022	08/09/2022	08/19/2022		08/19/2022	18.27
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 2	<u>\$78.84</u>
Account 52310 - Building Materials and Supplies										
32 - Cassidy Electrical Contractors, INC	28822	18-Labor/parts: Install of new elec/lights @ Waterfall Shelter	Paid by EFT # 48035		08/09/2022	08/09/2022	08/19/2022		08/19/2022	475.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	757482	18- 12 post caps, fuses	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	181.89
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 2										\$656.89
Account 52340 - Other Repairs and Maintenance										
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290041760	18-2 fronts for MC Hustler, 2 fronts for Olcott Badboy	Paid by EFT # 48019		08/09/2022	08/09/2022	08/19/2022		08/19/2022	326.24
394 - Kleindorfer Hardware & Variety	730729	18-materials to install Ladybug rocker at Sherwood Oaks	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	7.48
394 - Kleindorfer Hardware & Variety	756338	18-1 gallon liquid fire	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	33.99
394 - Kleindorfer Hardware & Variety	756792	18-Misc nuts, bolts, washers for Shop Mechanics inventory	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	266.76
394 - Kleindorfer Hardware & Variety	730650	18-valve, liquid fire	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	12.78
394 - Kleindorfer Hardware & Variety	756760	18-PVC cap, shut off	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	7.35
394 - Kleindorfer Hardware & Variety	757038	18-3 way plug anchors for Olcott drinking fountain install	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	14.88
6262 - Koenig Equipment, INC	P32967	18-throttle cable for weedeater	Paid by EFT # 48120		08/09/2022	08/09/2022	08/19/2022		08/19/2022	16.79
786 - Richard's Small Engine, INC	478949	18-carburetor and gasket for Bryan Park Echo weedeater	Paid by EFT # 48180		08/09/2022	08/09/2022	08/19/2022		08/19/2022	56.30
8252 - Share Corporation	206808B	18-Left hand drill set & 29pc mech's drill set for shop mech.	Paid by EFT # 48191		08/09/2022	08/09/2022	08/19/2022		08/19/2022	382.10
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 10										\$1,124.67
Account 52420 - Other Supplies										
313 - Fastenal Company	INBLM228639	18-batteries, fusion reg plug, OFF	Paid by EFT # 48063		08/09/2022	08/09/2022	08/19/2022		08/19/2022	3.89
394 - Kleindorfer Hardware & Variety	730585	18-rain suit	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	5.00
394 - Kleindorfer Hardware & Variety	730700	18-water cooler, cup holder, cups	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	62.27
5083 - Snider Recreation, INC	7235	18-(3) separate slide sections for Crestmont Prk Plygrd	Paid by EFT # 48195		08/09/2022	08/09/2022	08/19/2022		08/19/2022	2,797.22



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	458150	18-battery for Scag and for pump sprayer at SYD	Paid by EFT # 48196		08/09/2022	08/09/2022	08/19/2022		08/19/2022	164.92
5819 - Synchrony Bank	437489387438	18-Amazon Refund for baby changing stations	Paid by EFT # 48207		08/09/2022	08/09/2022	08/19/2022		08/19/2022	(466.00)
5819 - Synchrony Bank	945786499859	18- Amazon OPS Baby changing stations	Paid by EFT # 48207		08/09/2022	08/09/2022	08/19/2022		08/19/2022	466.00
Account 52420 - Other Supplies Totals							Invoice Transactions 7			\$3,033.30
Account 53510 - Electrical Services										
223 - Duke Energy	930000022233	18-Electric Charges 4/12-7/18/22	Paid by Check # 76094		08/10/2022	08/10/2022	08/10/2022		08/10/2022	3,327.95
Account 53510 - Electrical Services Totals							Invoice Transactions 1			\$3,327.95
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5240973208032 2	18-Natural Gas Charges Ops Adams-6/29-7/28/22	Paid by Check # 76095		08/10/2022	08/10/2022	08/10/2022		08/10/2022	20.95
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$20.95
Account 53610 - Building Repairs										
32 - Cassidy Electrical Contractors, INC	28822	18-Labor/parts: Install of new elec/lights @ Waterfall Shelter	Paid by EFT # 48035		08/09/2022	08/09/2022	08/19/2022		08/19/2022	450.00
Account 53610 - Building Repairs Totals							Invoice Transactions 1			\$450.00
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	4080017178	18-Uniform & mat cleaning services 08/03/22	Paid by EFT # 48011		08/09/2022	08/09/2022	08/19/2022		08/19/2022	35.00
19171 - Aramark Uniform & Career Apparel Group, INC	4080013782	18-Uniform & mat cleaning services 07/13/2022	Paid by EFT # 48011		08/09/2022	08/09/2022	08/19/2022		08/19/2022	29.00
19171 - Aramark Uniform & Career Apparel Group, INC	4080016149	18-Uniform & mat cleaning services 07/27/22	Paid by EFT # 48011		08/09/2022	08/09/2022	08/19/2022		08/19/2022	35.00
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 3			\$99.00
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000020737	18-1.23 tons waste from encampment clean-up	Paid by EFT # 48088		08/09/2022	08/09/2022	08/19/2022		08/19/2022	174.60
2260 - Republic Services, INC	0694-002972312	18- August 2022 Landifill Charges Ops	Paid by EFT # 48178		08/09/2022	08/09/2022	08/19/2022		08/19/2022	1,018.18
Account 53950 - Landfill Totals							Invoice Transactions 2			\$1,192.78



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
5149 - E&B Paving, INC	30046011	18-170 sq yds asphalt surfacing @ Southeast Park	Paid by EFT # 48054		08/09/2022	08/09/2022	08/19/2022		08/19/2022	14,478.90
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$14,478.90</u>
Account 54310 - Improvements Other Than Building										
19741 - Mader Design, LLC	1546	18-Griffy fishing pier development & design consult.-completion	Paid by EFT # 48129		08/09/2022	08/09/2022	08/19/2022		08/19/2022	250.00
Account 54310 - Improvements Other Than Building Totals									Invoice Transactions 1	<u>\$250.00</u>
Program 189000 - Operations Totals									Invoice Transactions 37	<u>\$29,002.26</u>
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I324177	18 -SYP Institutional Supplies-hand sanitizer, # 76106 cleaner	Paid by Check # 76106		08/09/2022	08/09/2022	08/19/2022		08/19/2022	162.97
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$162.97</u>
Account 52220 - Agricultural Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	31690	18- SYP Sodium Hypochlorite for Spray Pad	Paid by EFT # 48010		08/09/2022	08/09/2022	08/19/2022		08/19/2022	472.99
365 - Rogers Group, INC	0713011044	18- SYP 5L Gravel for SYMB Drainage/Parking & Dog Park	Paid by EFT # 48184		08/09/2022	08/09/2022	08/19/2022		08/19/2022	132.00
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 2	<u>\$604.99</u>
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	756142	18- SYP Misc Hardware for repair to basketball rim	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	26.80
394 - Kleindorfer Hardware & Variety	757140	18- SYP Shop Vacuum Filter	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	18.49
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-54884	18- SYP Reverse cut vinyl signs on basketball backboards	Paid by EFT # 48181		08/09/2022	08/09/2022	08/19/2022		08/19/2022	35.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-54901	18- SYP Dog Park Mowing Maintenance Signs	Paid by EFT # 48181		08/09/2022	08/09/2022	08/19/2022		08/19/2022	76.08
5819 - Synchrony Bank	599895373494	18 -SYP Basketball Goal Wrap Around Goalpost Pads	Paid by EFT # 48207		08/09/2022	08/09/2022	08/19/2022		08/19/2022	439.98
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 5	<u>\$596.35</u>



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	79106	18- SYP pan scooper, 20' box fan	Paid by Check # 76113		08/09/2022	08/09/2022	08/19/2022		08/19/2022	41.98
394 - Kleindorfer Hardware & Variety	758206	18- Skateparks - clear coat spray	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	31.96
394 - Kleindorfer Hardware & Variety	757710	18- SYP Allen Wrench	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	5.79
394 - Kleindorfer Hardware & Variety	756393	18 SYP Wasp spray and pik sticks	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	51.94
Account 52420 - Other Supplies Totals								Invoice Transactions	4	\$131.67
Account 53510 - Electrical Services										
223 - Duke Energy	930000022233	18-Electric Charges 4/12-7/18/22	Paid by Check # 76094		08/10/2022	08/10/2022	08/10/2022		08/10/2022	4,027.66
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$4,027.66
Account 53610 - Building Repairs										
5187 - Green Dragon Lawn Care, INC	3706	18 -SYP Mowing Contract July 2022 (4)	Paid by EFT # 48075		08/09/2022	08/09/2022	08/19/2022		08/19/2022	3,960.00
321 - Harrell Fish, INC (HFI)	W80085	18- SYP PM Backflow Inspections	Paid by EFT # 48079		08/09/2022	08/09/2022	08/19/2022		08/19/2022	1,050.00
Account 53610 - Building Repairs Totals								Invoice Transactions	2	\$5,010.00
Account 53990 - Other Services and Charges										
912 - Central Security Systems, INC	504763	18- SYP Pavilion Commercial Fire Alarm Monitoring (9/1-11/30)	Paid by EFT # 48039		08/09/2022	08/09/2022	08/19/2022		08/19/2022	147.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$147.00
Program 189006 - Switchyard Property Totals								Invoice Transactions	16	\$10,680.64
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	20513	18 - LAND hardwood mulch for SYP	Paid by EFT # 48073		08/09/2022	08/09/2022	08/19/2022		08/19/2022	72.00
137 - Good Earth, LLC	20515	18 - LAND hardwood mulch	Paid by EFT # 48073		08/09/2022	08/09/2022	08/19/2022		08/19/2022	72.00
137 - Good Earth, LLC	20517	18 - LAND hardwood mulch	Paid by EFT # 48073		08/09/2022	08/09/2022	08/19/2022		08/19/2022	72.00
137 - Good Earth, LLC	20519	18 - LAND hardwood mulch	Paid by EFT # 48073		08/09/2022	08/09/2022	08/19/2022		08/19/2022	72.00
52948 - Mays Greenhouse, LLC	34557	18-Dynamite Food, garden mulch/soil	Paid by EFT # 48132		08/09/2022	08/09/2022	08/19/2022		08/19/2022	353.83
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	5	\$641.83
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	730976	18-swivel elbow	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	118.50



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	757183	18- LAND Misc supplies - cam locks, gal elbow, hose adpt, twine,	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	107.22
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										\$225.72
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5019055708052 2	18-Natural Gas Rosehill 2-7/1-8/1/22	Paid by Check # 76095		08/10/2022	08/10/2022	08/10/2022		08/10/2022	19.71
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5462824908052 2	18-Natural Gas Rosehill 1-7/1-8/1/22	Paid by Check # 76095		08/10/2022	08/10/2022	08/10/2022		08/10/2022	17.98
Account 53540 - Natural Gas Totals										Invoice Transactions 2
										\$37.69
Program 189500 - Landscaping Totals										Invoice Transactions 9
										\$905.24
Program 189501 - Cemeteries										
Account 53510 - Electrical Services										
223 - Duke Energy	930000022233	18-Electric Charges 4/12-7/18/22	Paid by Check # 76094		08/10/2022	08/10/2022	08/10/2022		08/10/2022	169.41
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										\$169.41
Account 53990 - Other Services and Charges										
7903 - R. Pursell Custom Memorial (Pursell Monument)	01777	18-Labor to remove/pour new foundation & move stone	Paid by EFT # 48172		08/09/2022	08/09/2022	08/19/2022		08/19/2022	750.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$750.00
Program 189501 - Cemeteries Totals										Invoice Transactions 2
										\$919.41
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	756409	18-1 gal alcohol to treat pruner blades, between trees	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	26.49
6262 - Koenig Equipment, INC	P32919	18-filler cap, MB nut, chain for chainsaw	Paid by EFT # 48120		08/09/2022	08/09/2022	08/19/2022		08/19/2022	33.77
6262 - Koenig Equipment, INC	P32922	18-air filter for chainsaw	Paid by EFT # 48120		08/09/2022	08/09/2022	08/19/2022		08/19/2022	6.49
8096 - Sherrill INC (Sherrill Tree)	INV-773550	18 - UF - Scoop Shovel (1) & Traffic Cones (3)	Paid by EFT # 48192		08/09/2022	08/09/2022	08/19/2022		08/19/2022	45.99
Account 52420 - Other Supplies Totals										Invoice Transactions 4
										\$112.74



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 52430 - Uniforms and Tools										
4574 - John Deere Financial (Rural King)	81110	18-(2) 3-pc rain suits for new seasonal staff	Paid by Check # 76113		08/09/2022	08/09/2022	08/19/2022		08/19/2022	85.98
Account 52430 - Uniforms and Tools Totals							Invoice Transactions	1		\$85.98
Program 189503 - Urban Forestry Totals							Invoice Transactions	5		\$198.72
Department 18 - Parks & Recreation Totals							Invoice Transactions	131		\$67,624.26
Fund 200 - Parks and Recreation Gen (\$1301) Totals							Invoice Transactions	131		\$67,624.26
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 43220 - Facility Rentals										
Clear Creek Christian Church	2022-00001226	18-Refunds	Paid by Check # 76126		08/09/2022	08/09/2022	08/19/2022		08/19/2022	87.50
Account 43220 - Facility Rentals Totals							Invoice Transactions	1		\$87.50
Account 52340 - Other Repairs and Maintenance										
54255 - Spear Corporation	317796	18 -Bryan Pool Chlorinator Parts and Labor	Paid by EFT # 48198		08/09/2022	08/09/2022	08/19/2022		08/19/2022	2,514.53
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions	1		\$2,514.53
Account 53650 - Other Repairs										
54255 - Spear Corporation	317796	18 -Bryan Pool Chlorinator Parts and Labor	Paid by EFT # 48198		08/09/2022	08/09/2022	08/19/2022		08/19/2022	500.00
54255 - Spear Corporation	317797	18 - Bryan Pool Labor Cost for pump rebuild	Paid by EFT # 48198		08/09/2022	08/09/2022	08/19/2022		08/19/2022	2,230.00
Account 53650 - Other Repairs Totals							Invoice Transactions	2		\$2,730.00
Account 53990 - Other Services and Charges										
4504 - American National Red Cross	22442109	18- 3-Lifeguard Training Certifications	Paid by EFT # 48006		08/09/2022	08/09/2022	08/19/2022		08/19/2022	123.00
4635 - Avers Pizza, INC	20220722-109	18-Pool staff training food-7/22/22	Paid by Check # 76099		08/09/2022	08/09/2022	08/19/2022		08/19/2022	242.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$365.00
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions	6		\$5,697.03
Program 182006 - Aquatics - Pool Concessions										
Account 52310 - Building Materials and Supplies										
4099 - Gold Medal Products CO.	171216	18 - Bryan Pool Concession Supplies	Paid by EFT # 48071		08/09/2022	08/09/2022	08/19/2022		08/19/2022	857.10



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182006 - Aquatics - Pool Concessions										
Account 52310 - Building Materials and Supplies										
4099 - Gold Medal Products CO.	170937	18 - Bryan Pool Concession Supplies-7/11/22	Paid by EFT # 48071		08/09/2022	08/09/2022	08/19/2022		08/19/2022	364.80
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 2
										<u>\$1,221.90</u>
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	170937	18 - Bryan Pool Concession Supplies-7/11/22	Paid by EFT # 48071		08/09/2022	08/09/2022	08/19/2022		08/19/2022	254.90
8155 - PepsiCo Beverage Sales, LLC	339202704	18 - BP Concessions Product-5/18/22	Paid by EFT # 48161		08/09/2022	08/09/2022	08/19/2022		08/19/2022	887.15
5819 - Synchrony Bank	3071	18 - Bryan Pool Concession Supplies-7/22/22	Paid by Check # 76120		08/09/2022	08/09/2022	08/19/2022		08/19/2022	72.58
5819 - Synchrony Bank	000353 GSAESW	18 - Bryan Pool Concession Supplies-7/4/22	Paid by Check # 76120		08/09/2022	08/09/2022	08/19/2022		08/19/2022	659.20
5819 - Synchrony Bank	008265 GRZSVT	18 - Bryan Pool Concession Supplies-6/21/22	Paid by Check # 76120		08/09/2022	08/09/2022	08/19/2022		08/19/2022	949.44
Account 52330 - Street , Alley, and Sewer Material Totals										Invoice Transactions 5
										<u>\$2,823.27</u>
Account 52420 - Other Supplies										
138 - Gooldy & Sons, INC	S 08556	18-Bryan Pool Concession gallon jug pumps	Paid by EFT # 48074		08/09/2022	08/09/2022	08/19/2022		08/19/2022	24.00
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										<u>\$24.00</u>
Program 182006 - Aquatics - Pool Concessions Totals										Invoice Transactions 8
										<u>\$4,069.17</u>
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
38 - B & B Food Distributors, INC	346151	18 - Cascades - Hotdogs, napkins, Styrofoam cupss	Paid by EFT # 48014		08/09/2022	08/09/2022	08/19/2022		08/19/2022	625.63
8155 - PepsiCo Beverage Sales, LLC	27879212	18 - Cascades Bottled Drinks and BIBs-7/27/22	Paid by EFT # 48161		08/09/2022	08/09/2022	08/19/2022		08/19/2022	462.10
8155 - PepsiCo Beverage Sales, LLC	30196609	18 - Cascades Bottled Drinks and BIBs-7/22/22	Paid by EFT # 48161		08/09/2022	08/09/2022	08/19/2022		08/19/2022	312.70
5819 - Synchrony Bank	9361	18 - Snack Bar items - Cascades Golf Course-7/22/22	Paid by Check # 76120		08/09/2022	08/09/2022	08/19/2022		08/19/2022	44.85



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	0239	18-Snack bar items - Cascades Golf Course- 7/25/22	Paid by Check # 76120		08/09/2022	08/09/2022	08/19/2022		08/19/2022	166.37
5819 - Synchrony Bank	0761	18 - Snack Bar items - Cascades Golf Course- 7/29/22	Paid by Check # 76120		08/09/2022	08/09/2022	08/19/2022		08/19/2022	68.35
5819 - Synchrony Bank	9992	18 - Snack Bar items - Cascades Golf Course- 8/2/22	Paid by Check # 76120		08/09/2022	08/09/2022	08/19/2022		08/19/2022	135.35
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 7	\$1,815.35
Account 52420 - Other Supplies										
651 - Engraving & Stamp Center, INC	40322	18 - Cascades City Tournament Plates	Paid by EFT # 48059		08/09/2022	08/09/2022	08/19/2022		08/19/2022	81.60
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$81.60
Program 183500 - Golf Services Totals									Invoice Transactions 8	\$1,896.95
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	913874419	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76097		08/09/2022	08/09/2022	08/19/2022		08/19/2022	2,546.19
4072 - Acushnet Company	913874420	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76097		08/09/2022	08/09/2022	08/19/2022		08/19/2022	1,552.32
4072 - Acushnet Company	913874422	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76097		08/09/2022	08/09/2022	08/19/2022		08/19/2022	96.61
4072 - Acushnet Company	913886367	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76097		08/09/2022	08/09/2022	08/19/2022		08/19/2022	465.88
4072 - Acushnet Company	913886368	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76097		08/09/2022	08/09/2022	08/19/2022		08/19/2022	470.40
4072 - Acushnet Company	913894638	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76097		08/09/2022	08/09/2022	08/19/2022		08/19/2022	470.40
4072 - Acushnet Company	913824751	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76097		08/09/2022	08/09/2022	08/19/2022		08/19/2022	192.08
4072 - Acushnet Company	913816112	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76097		08/09/2022	08/09/2022	08/19/2022		08/19/2022	323.14
3978 - J & M Golf, INC	0656401-IN	18 - Tees and Grips	Paid by EFT # 48108		08/09/2022	08/09/2022	08/19/2022		08/19/2022	110.36
7755 - LSQ Group Holdings LLC (LSQ Funding Group, L.C.)	INV713476012	18 - Golf Shoes	Paid by EFT # 48126		08/09/2022	08/09/2022	08/19/2022		08/19/2022	134.81
53619 - Ping, INC	16455622	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 48164		08/09/2022	08/09/2022	08/19/2022		08/19/2022	91.33



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
53619 - Ping, INC	16459921	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 48164		08/09/2022	08/09/2022	08/19/2022		08/19/2022	130.42
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	12		<u>\$6,583.94</u>
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions	12		<u>\$6,583.94</u>
Program 184000 - Natural Resources										
Account 43270 - Registration Fees										
Winnie Fiedor	2022-00001173	18-Refunds	Paid by Check # 76129		08/09/2022	08/09/2022	08/19/2022		08/19/2022	8.00
Account 43270 - Registration Fees Totals							Invoice Transactions	1		<u>\$8.00</u>
Account 52420 - Other Supplies										
4489 - J.L. Waters & Company, INC	615-1	18- Nova Craft 16 ft Canoe, (2) 54 inch paddles, (1) PFD	Paid by Check # 76112		08/09/2022	08/09/2022	08/19/2022		08/19/2022	1,314.88
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$1,314.88</u>
Program 184000 - Natural Resources Totals							Invoice Transactions	2		<u>\$1,322.88</u>
Program 184500 - Youth Services -Juke Box										
Account 53990 - Other Services and Charges										
321 - Harrell Fish, INC (HFI)	W80475	18-AJB Split HVAC system	Paid by EFT # 48079		08/09/2022	08/09/2022	08/19/2022		08/19/2022	4,758.75
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		<u>\$4,758.75</u>
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions	1		<u>\$4,758.75</u>
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	652433-Walmart	18- July 2022 Apples/pencil box/toenail clippers	Paid by Check # 76105		08/09/2022	08/09/2022	08/19/2022		08/19/2022	20.21
4549 - Kroger Limited Partnership I	065529	18-Kid City Snacks-popcorn, veggie straws-7/27/22	Paid by Check # 76114		08/09/2022	08/09/2022	08/19/2022		08/19/2022	32.96
Account 52420 - Other Supplies Totals							Invoice Transactions	2		<u>\$53.17</u>
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions	2		<u>\$53.17</u>
Program 185000 - Twin Lakes Recreation Center										
Account 43240 - Season Passes/Memberships										
Trista Fisher	2022-00001237	18-Refunds	Paid by Check # 76130		08/09/2022	08/09/2022	08/19/2022		08/19/2022	110.00
Account 43240 - Season Passes/Memberships Totals							Invoice Transactions	1		<u>\$110.00</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	1875	18 - TLRC Facility Institutional Supplies-toilet tissue,cleaner	Paid by EFT # 48080		08/09/2022	08/09/2022	08/19/2022		08/19/2022	700.44
7663 - HB Warehouse LLC (Resource Services)	2008	18-air fresheners	Paid by EFT # 48080		08/09/2022	08/09/2022	08/19/2022		08/19/2022	11.30
7663 - HB Warehouse LLC (Resource Services)	2047	18-disposable gloves	Paid by EFT # 48080		08/09/2022	08/09/2022	08/19/2022		08/19/2022	26.34
Account 52210 - Institutional Supplies Totals							Invoice Transactions 3			<u>\$738.08</u>
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	757572	18-utility knife, screws	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	20.29
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1			<u>\$20.29</u>
Account 52420 - Other Supplies										
5099 - Office Three Sixty, INC	2338221	18- laminating pouches, sharpies, pens, mouse pad	Paid by EFT # 48153		08/09/2022	08/09/2022	08/19/2022		08/19/2022	43.66
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$43.66</u>
Account 53510 - Electrical Services										
223 - Duke Energy	930000022233	18-Electric Charges 4/12-7/18/22	Paid by Check # 76094		08/10/2022	08/10/2022	08/10/2022		08/10/2022	173.14
Account 53510 - Electrical Services Totals							Invoice Transactions 1			<u>\$173.14</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5276562308032	18-Natural Gas Charges TLRC-6/29-7/28/22	Paid by Check # 76095		08/10/2022	08/10/2022	08/10/2022		08/10/2022	110.75
Account 53540 - Natural Gas Totals							Invoice Transactions 1			<u>\$110.75</u>
Account 53610 - Building Repairs										
53657 - Plymate, INC	3113409	18 - TLRC Entry Mat Service-8/3/22	Paid by EFT # 48165		08/09/2022	08/09/2022	08/19/2022		08/19/2022	81.62
Account 53610 - Building Repairs Totals							Invoice Transactions 1			<u>\$81.62</u>
Account 53940 - Temporary Contractual Employee										
1973 - Megan M Stark	8/4/2022	18-TLRC Fitness Specialist	Paid by EFT # 48204		08/09/2022	08/09/2022	08/19/2022		08/19/2022	240.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 1			<u>\$240.00</u>
Program 185000 - Twin Lakes Recreation Center Totals							Invoice Transactions 10			<u>\$1,517.54</u>
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	072522	18-TLRC Fitness Specialist	Paid by EFT # 48015		08/09/2022	08/09/2022	08/19/2022		08/19/2022	31.25
8271 - Morgan Brummett	080422	18-TLRC Fitness Specialist	Paid by EFT # 48030		08/09/2022	08/09/2022	08/19/2022		08/19/2022	337.50



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
7276 - Kaitlyn Clementi	080422	18-TLRC Fitness Specialist	Paid by EFT # 48043		08/09/2022	08/09/2022	08/19/2022		08/19/2022	315.00
8234 - Paetyn Denson	080322	18-TLRC Fitness Specialist	Paid by EFT # 48051		08/09/2022	08/09/2022	08/19/2022		08/19/2022	62.50
8234 - Paetyn Denson	080422	18-TLRC Fitness Specialist	Paid by EFT # 48051		08/09/2022	08/09/2022	08/19/2022		08/19/2022	30.00
7086 - Rivkah L Moore	080322	18-TLRC Fitness Specialist	Paid by EFT # 48146		08/09/2022	08/09/2022	08/19/2022		08/19/2022	406.25
8184 - Emily E Tally	080522	18-TLRC Fitness Specialist	Paid by EFT # 48209		08/09/2022	08/09/2022	08/19/2022		08/19/2022	156.25
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	7	\$1,338.75
Program 185002 - TLRC-Health & Wellness Totals								Invoice Transactions	7	\$1,338.75
Program 186500 - Community Events										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	610599-Walmart	18-July 2022 note books/crayons/markers dye/bags/pencils	Paid by Check # 76105		08/09/2022	08/09/2022	08/19/2022		08/19/2022	34.05
6606 - Jena Consulting, LLC (Paint Rave)	017398	18 - Neon paint for Glow in the Park event	Paid by EFT # 48112		08/09/2022	08/09/2022	08/19/2022		08/19/2022	888.00
4574 - John Deere Financial (Rural King)	80621	18 - Straw bales	Paid by Check # 76113		08/09/2022	08/09/2022	08/19/2022		08/19/2022	139.80
394 - Kleindorfer Hardware & Variety	730527	18 - Hinges, WD40, turnbuckle, washers, nuts, bolts/dog ramp har	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	79.93
Account 52420 - Other Supplies Totals								Invoice Transactions	4	\$1,141.78
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	35110	18- IPRA Conference Registration - Ream	Paid by Check # 76110		08/09/2022	08/09/2022	08/19/2022		08/19/2022	325.00
9031 - Indiana Park And Recreation Association	35062	18- Parks and Rec State Conference 2022- Brinson & Barrick-Higgin	Paid by Check # 76110		08/09/2022	08/09/2022	08/19/2022		08/19/2022	505.00
Account 53160 - Instruction Totals								Invoice Transactions	2	\$830.00
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	1235	18- Travel Airport Shuttle (Boulder Conf)- 9/5 & 9/8/22	Paid by Check # 76105		08/09/2022	08/09/2022	08/19/2022		08/19/2022	118.00
3560 - First Financial Bank / Credit Cards	FHVSKQ	18-Airline Tickets (Boulder Conf)-B. Higgins-9/5-9/8/22	Paid by Check # 76105		08/09/2022	08/09/2022	08/19/2022		08/19/2022	787.20



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	09/23/21	18- Credit Voucher HIE Nashville DT Nashville TN	Paid by Check # 76105		08/09/2022	08/09/2022	08/19/2022		08/19/2022	(287.60)
					Account 53230 - Travel Totals			Invoice Transactions 3		<u>\$617.60</u>
Account 53990 - Other Services and Charges										
4849 - Bruce Wilds Security, LLC	11022	18- Security for 3 hours at Switchyard Park for Adult field Day	Paid by EFT # 48029		08/09/2022	08/09/2022	08/19/2022		08/19/2022	600.00
203 - INDIANA UNIVERSITY	90945444	18- Rock Climbing Wall Rental from IU Outdoor Adventures	Paid by Check # 76111		08/09/2022	08/09/2022	08/19/2022		08/19/2022	455.00
					Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		<u>\$1,055.00</u>
					Program 186500 - Community Events Totals			Invoice Transactions 11		<u>\$3,644.38</u>
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
5705 - Canku Luta, INC	2866	18-Market Bucks and Gift Certificates	Paid by EFT # 48032		08/09/2022	08/09/2022	08/19/2022		08/19/2022	5.00
8119 - Linnea Lee Good (Linnea's Greenhouse)	2865	18-Gift Certificates	Paid by EFT # 48072		08/09/2022	08/09/2022	08/19/2022		08/19/2022	5.00
8136 - Amanda Hand (MKONO Farm)	2882	18-Gift Certificates	Paid by EFT # 48078		08/09/2022	08/09/2022	08/19/2022		08/19/2022	5.00
12527 - Hoosier Honey	2868	18-Market Bucks and Gift Certificates	Paid by EFT # 48086		08/09/2022	08/09/2022	08/19/2022		08/19/2022	15.00
52276 - Hunter's Honey Farm	2874	18-Market Bucks and Gift Certificates	Paid by EFT # 48091		08/09/2022	08/09/2022	08/19/2022		08/19/2022	25.00
5200 - Chester L Lehman (Olde Lane Orchard)	2873	18-Market Bucks and Gift Certificates	Paid by EFT # 48124		08/09/2022	08/09/2022	08/19/2022		08/19/2022	50.00
17535 - James W Lewis	2870	18-Market Bucks and Gift Certificates	Paid by EFT # 48125		08/09/2022	08/09/2022	08/19/2022		08/19/2022	10.00
5079 - Louise Miracle (dba Pie First Bakery)	2875	18-Gift Certificates	Paid by EFT # 48141		08/09/2022	08/09/2022	08/19/2022		08/19/2022	5.00
7337 - David Ray (Stonewall Maple Syrup)	2871	18-Gift Certificates	Paid by EFT # 48174		08/09/2022	08/09/2022	08/19/2022		08/19/2022	20.00
14571 - Melvin E Reeves	2876	18-Market Bucks and Gift Certificates	Paid by EFT # 48177		08/09/2022	08/09/2022	08/19/2022		08/19/2022	20.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2878	18-Market Bucks and Gift Certificates	Paid by EFT # 48194		08/09/2022	08/09/2022	08/19/2022		08/19/2022	20.00
5673 - Stephen Stoll	2883	18-Market Bucks and Gift Certificates	Paid by EFT # 48205		08/09/2022	08/09/2022	08/19/2022		08/19/2022	5.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
3666 - Marie Wagler	2872	18-Market Bucks and Gift Certificates	Paid by EFT # 48224		08/09/2022	08/09/2022	08/19/2022		08/19/2022	50.00
Account 47230 - Gift Certificate Totals Invoice Transactions 13										\$235.00
Account 47240 - EBT Market Bucks										
5705 - Canku Luta, INC	2866	18-Market Bucks and Gift Certificates	Paid by EFT # 48032		08/09/2022	08/09/2022	08/19/2022		08/19/2022	30.00
5705 - Canku Luta, INC	2881	18-Market Bucks	Paid by EFT # 48032		08/09/2022	08/09/2022	08/19/2022		08/19/2022	30.00
6431 - Alvin M Fisher	2888	18-Market Bucks	Paid by EFT # 48067		08/09/2022	08/09/2022	08/19/2022		08/19/2022	6.00
6431 - Alvin M Fisher	2879	18-Market Bucks	Paid by EFT # 48067		08/09/2022	08/09/2022	08/19/2022		08/19/2022	42.00
12527 - Hoosier Honey	2868	18-Market Bucks and Gift Certificates	Paid by EFT # 48086		08/09/2022	08/09/2022	08/19/2022		08/19/2022	114.00
52276 - Hunter's Honey Farm	2874	18-Market Bucks and Gift Certificates	Paid by EFT # 48091		08/09/2022	08/09/2022	08/19/2022		08/19/2022	396.00
5200 - Chester L Lehman (Olde Lane Orchard)	2873	18-Market Bucks and Gift Certificates	Paid by EFT # 48124		08/09/2022	08/09/2022	08/19/2022		08/19/2022	210.00
17535 - James W Lewis	2870	18-Market Bucks and Gift Certificates	Paid by EFT # 48125		08/09/2022	08/09/2022	08/19/2022		08/19/2022	42.00
14571 - Melvin E Reeves	2876	18-Market Bucks and Gift Certificates	Paid by EFT # 48177		08/09/2022	08/09/2022	08/19/2022		08/19/2022	84.00
12430 - Luke Rhodes	2867	18-Market Bucks	Paid by EFT # 48179		08/09/2022	08/09/2022	08/19/2022		08/19/2022	111.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2869	18-Market Bucks	Paid by EFT # 48194		08/09/2022	08/09/2022	08/19/2022		08/19/2022	78.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2878	18-Market Bucks and Gift Certificates	Paid by EFT # 48194		08/09/2022	08/09/2022	08/19/2022		08/19/2022	27.00
5673 - Stephen Stoll	2883	18-Market Bucks and Gift Certificates	Paid by EFT # 48205		08/09/2022	08/09/2022	08/19/2022		08/19/2022	237.00
3666 - Marie Wagler	2872	18-Market Bucks and Gift Certificates	Paid by EFT # 48224		08/09/2022	08/09/2022	08/19/2022		08/19/2022	201.00
3666 - Marie Wagler	2880	18-Market Bucks	Paid by EFT # 48224		08/09/2022	08/09/2022	08/19/2022		08/19/2022	90.00
12425 - David W Widner	2877	18-Market Bucks	Paid by Check # 76125		08/09/2022	08/09/2022	08/19/2022		08/19/2022	33.00
Account 47240 - EBT Market Bucks Totals Invoice Transactions 16										\$1,731.00
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	728618	18- Market keys and key ring	Paid by EFT # 48119		08/09/2022	08/09/2022	08/19/2022		08/19/2022	4.40
Account 52420 - Other Supplies Totals Invoice Transactions 1										\$4.40



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 53940 - Temporary Contractual Employee										
3875 - Sandra Salinas-Kobyłka	080722	18- cleaning services for Farmers' Market - June 26-Aug 7, 2022	Paid by EFT # 48188		08/09/2022	08/09/2022	08/19/2022		08/19/2022	455.00
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 1	\$455.00
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2419	18- Farmers' Market Security - July 2022 (5 days)	Paid by EFT # 48130		08/09/2022	08/09/2022	08/19/2022		08/19/2022	460.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$460.00
Program 186503 - Community Events-Farmers' Market Totals									Invoice Transactions 32	\$2,885.40
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
5125 - Gregory R Miller	August 1, 2022	18- 75 Minute Performance at Bryan Park for Performing Arts	Paid by EFT # 48140		08/09/2022	08/09/2022	08/19/2022		08/19/2022	450.00
3415 - Ryan J Payton	0000001	18- Opening Performance at SYP for Performing Arts- 7/22/22	Paid by EFT # 48158		08/09/2022	08/09/2022	08/19/2022		08/19/2022	350.00
4982 - Kade Russell Puckett	401	18- 75 Minute Performance at Bryan Park for Performing Arts	Paid by EFT # 48171		08/09/2022	08/09/2022	08/19/2022		08/19/2022	375.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 3	\$1,175.00
Program 186506 - Performing Art Series Totals									Invoice Transactions 3	\$1,175.00
Program 187001 - Adult Sports-Softball										
Account 53910 - Dues and Subscriptions										
822 - Indiana Amateur Softball Association, INC	2022071922	18- TLSP USA Softball Tournament/Website Fees- Hoosier Classic	Paid by EFT # 48095		08/09/2022	08/09/2022	08/19/2022		08/19/2022	1,116.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$1,116.00
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 1	\$1,116.00
Program 187006 - Adult Sports-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	5959	18 - TLSP Concessions Products to Sell-8/5/22	Paid by Check # 76120		08/09/2022	08/09/2022	08/19/2022		08/19/2022	186.78
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 1	\$186.78
Program 187006 - Adult Sports-Concessions Totals									Invoice Transactions 1	\$186.78



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	610599-Walmart	18-July 2022 note books/crayons/markers dye/bags/pencils	Paid by Check # 76105		08/09/2022	08/09/2022	08/19/2022		08/19/2022	147.81
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$147.81</u>
Program 187500 - Banneker Totals							Invoice Transactions	1		<u>\$147.81</u>
Program 189000 - Operations										
Account 43220 - Facility Rentals										
Community Justice Mediation Center	2022-00001172	18-Refunds	Paid by Check # 76127		08/09/2022	08/09/2022	08/19/2022		08/19/2022	350.00
Account 43220 - Facility Rentals Totals							Invoice Transactions	1		<u>\$350.00</u>
Account 53990 - Other Services and Charges										
19741 - Mader Design, LLC	1547	18- Rogers Family Park Design	Paid by EFT # 48129		08/09/2022	08/09/2022	08/19/2022		08/19/2022	250.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		<u>\$250.00</u>
Program 189000 - Operations Totals							Invoice Transactions	2		<u>\$600.00</u>
Program G20010 - 2020 NRPA Nutrition Hub										
Account 52420 - Other Supplies										
6980 - Lauren E McCalister	012	18- Garden Program at Banneker	Paid by EFT # 48134		08/09/2022	08/09/2022	08/19/2022		08/19/2022	205.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$205.00</u>
Account 53990 - Other Services and Charges										
6980 - Lauren E McCalister	080222	18 Garden Program at Banneker	Paid by EFT # 48134		08/09/2022	08/09/2022	08/19/2022		08/19/2022	852.72
6980 - Lauren E McCalister	012	18- Garden Program at Banneker	Paid by EFT # 48134		08/09/2022	08/09/2022	08/19/2022		08/19/2022	2,508.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		<u>\$3,360.72</u>
Program G20010 - 2020 NRPA Nutrition Hub Totals							Invoice Transactions	3		<u>\$3,565.72</u>
Program G21015 - 2021-2024 Leonard Sp Nature Days										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	652433-Walmart	18- July 2022 Apples/pencil box/toenail clippers	Paid by Check # 76105		08/09/2022	08/09/2022	08/19/2022		08/19/2022	9.84
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$9.84</u>
Program G21015 - 2021-2024 Leonard Sp Nature Days Totals							Invoice Transactions	1		<u>\$9.84</u>
Program G22012 - 2022 Bannaker Nature Days										
Account 52420 - Other Supplies										
5296 - The Acorn Group, INC	449855A	18-Rite in Rain Spiral Journals	Paid by EFT # 48211		08/09/2022	08/09/2022	08/19/2022		08/19/2022	172.02
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$172.02</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program G22012 - 2022 Bannaker Nature Days										
Account 53990 - Other Services and Charges										
205 - City Of Bloomington	18-2022-07	18-Boat Rentals for Banneker Group Outing	Paid by Check # 76101		08/09/2022	08/09/2022	08/19/2022		08/19/2022	272.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$272.00
Program G22012 - 2022 Bannaker Nature Days Totals							Invoice Transactions	2		\$444.02
Program G22013 - 2022 Summer Food Service										
Account 42120 - Grants - Federal										
3614 - Chef For Hire, INC	11949	18- BBCC Summer Meals-July 2022	Paid by EFT # 48040		08/09/2022	08/09/2022	08/19/2022		08/19/2022	3,283.00
Account 42120 - Grants - Federal Totals							Invoice Transactions	1		\$3,283.00
Program G22013 - 2022 Summer Food Service Totals							Invoice Transactions	1		\$3,283.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	114		\$44,296.13
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions	114		\$44,296.13
Fund 977 - Parks 2016 GO Bond Proceeds										
Department 18 - Parks & Recreation										
Program 18016A - 2016 A FSC BBC Golf Rose Goat										
Account 54510 - Other Capital Outlays										
298 - Commercial Service Of Bloomington, INC	S233445	18- Cascades Golf Course trailer water and sewer hookup	Paid by EFT # 48044		08/09/2022	08/09/2022	08/19/2022		08/19/2022	4,500.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$4,500.00
Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals							Invoice Transactions	1		\$4,500.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$4,500.00
Fund 977 - Parks 2016 GO Bond Proceeds Totals							Invoice Transactions	1		\$4,500.00
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
5641 - AZTEC Engineering Group, INC	201023	18- Duke Power Line Trail Design-services 6/1-6/30/22	Paid by EFT # 48013		08/09/2022	08/09/2022	08/19/2022		08/19/2022	1,900.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$1,900.00
Program 18018A - 7th St Green Way, RCA Power Line Totals							Invoice Transactions	1		\$1,900.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$1,900.00
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	1		\$1,900.00
Grand Totals							Invoice Transactions	252		\$162,743.81

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
08/19/22	Claims				\$162,743.81
					\$162,743.81

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$162,743.81 8/19/2022

Dated this 12th day of Aug year of 2022.

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

Fiscal Office Cheryl Sililand

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/26/2022	Payroll				184,858.96
					<u>184,858.96</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 184,858.96

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Board of Park Commissioners Claim Register

Invoice Date Range 08/20/22 - 09/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 176 - ARPA Local Fiscal Recvry (S9512)										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRSwitch1021822	18 SYP Centerstone Spray Pad Attend-4/4-7/16/22-/15 wks	Paid by EFT # 48300		08/23/2022	08/23/2022	09/02/2022		09/02/2022	25,400.13
6330 - Marshall Security LLC	2435	18 -SYP Marshall MSI Security (8/1/22-8/15/22)	Paid by EFT # 48385		08/23/2022	08/23/2022	09/02/2022		09/02/2022	7,245.00
6330 - Marshall Security LLC	2436	18-Security Services (B-Line) - August 1 - 15, 2022	Paid by EFT # 48385		08/23/2022	08/23/2022	09/02/2022		09/02/2022	6,555.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$39,200.13
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	3		\$39,200.13
Department 18 - Parks & Recreation Totals							Invoice Transactions	3		\$39,200.13
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals							Invoice Transactions	3		\$39,200.13
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	35146	18- IPRA Conference Registration-Ritter & McDevitt	Paid by Check # 76164		08/23/2022	08/23/2022	09/02/2022		09/02/2022	335.00
Account 53160 - Instruction Totals							Invoice Transactions	1		\$335.00
Account 53210 - Telephone										
1079 - AT&T	81234937000822	18- AT&T Aug/Sept Landlines	Edit		08/31/2022	08/31/2022	08/31/2022			2,164.48
Account 53210 - Telephone Totals							Invoice Transactions	1		\$2,164.48
Program 181000 - Administration Totals							Invoice Transactions	2		\$2,499.48
Program 181100 - Marketing										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
203 - INDIANA UNIVERSITY	731	18-IU Public Health, Social Work & Counseling Career Fair-9/20/22	Paid by Check # 76165		08/23/2022	08/23/2022	09/02/2022		09/02/2022	50.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals							Invoice Transactions	1		\$50.00
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0004765331	18-July display ads and classifieds-#7457137 & BLM Herald Times	Paid by EFT # 48330		08/23/2022	08/23/2022	09/02/2022		09/02/2022	818.10
Account 53320 - Advertising Totals							Invoice Transactions	1		\$818.10



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53910 - Dues and Subscriptions										
5911 - Volstar, INC (Cervis Technologies)	24355	18-Premier Edition Annual Renewal-Inv date 8/14/22	Paid by EFT # 48459		08/23/2022	08/23/2022	09/02/2022		09/02/2022	1,800.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	<u>\$1,800.00</u>
Account 53990 - Other Services and Charges										
7861 - Jacob C Lewis (JCL Aerial Services LLC)	220804JINV	18-Lower Cascades drone video and still images	Paid by EFT # 48379		08/23/2022	08/23/2022	09/02/2022		09/02/2022	699.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$699.00</u>
Program 181100 - Marketing Totals									Invoice Transactions 4	<u>\$3,367.10</u>
Program 182001 - Aquatics - Bryan Pool										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	00046662	18 - Pool- Toilet paper, soap	Paid by EFT # 48340		08/23/2022	08/23/2022	09/02/2022		09/02/2022	218.44
7663 - HB Warehouse LLC (Resource Services)	00046531	18 - Pool- Toilet Paper	Paid by EFT # 48340		08/23/2022	08/23/2022	09/02/2022		09/02/2022	26.02
7663 - HB Warehouse LLC (Resource Services)	00046556	18 - Pool- dispenser keys	Paid by EFT # 48340		08/23/2022	08/23/2022	09/02/2022		09/02/2022	16.00
Account 52210 - Institutional Supplies Totals									Invoice Transactions 3	<u>\$260.46</u>
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 3	<u>\$260.46</u>
Program 182500 - Frank Southern Center										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330722	18- Electric Charges June 2022 (1965 S. Henderson)	Paid by Check # 76147		08/24/2022	08/24/2022	08/24/2022		08/24/2022	458.04
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$458.04</u>
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190548452081322	18-cable service for FSC-8/27-9/26/22	Paid by Check # 76146		08/24/2022	08/24/2022	08/24/2022		08/24/2022	113.83
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	<u>\$113.83</u>
Program 182500 - Frank Southern Center Totals									Invoice Transactions 2	<u>\$571.87</u>
Program 183500 - Golf Services										
Account 53630 - Machinery and Equipment Repairs										
4046 - Heritage-Crystal Clean, INC	17533611	18 - Parts cleaner	Paid by EFT # 48343		08/23/2022	08/23/2022	09/02/2022		09/02/2022	230.07
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	<u>\$230.07</u>



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Invoice Date Range 08/20/22 - 09/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002981578	18-Landfill September 2022 Golf Course Clubhouse	Paid by EFT # 48420		08/23/2022	08/23/2022	09/02/2022		09/02/2022	434.25
Account 53950 - Landfill Totals										Invoice Transactions 1
										\$434.25
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRGolf722	18 -Golf work crew April 4 - July 16, 2022	Paid by EFT # 48300		08/23/2022	08/23/2022	09/02/2022		09/02/2022	1,141.82
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 183500 - Golf Services Totals										\$1,141.82
										Invoice Transactions 3
										\$1,806.14
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	60609	18- Trailhead Sign Stand (Griffy Lake)	Paid by EFT # 48327		08/23/2022	08/23/2022	09/02/2022		09/02/2022	275.00
5819 - Synchrony Bank	435366775895	18-Plastic Bugs, pencil Erasers. Butterflies	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	171.04
5819 - Synchrony Bank	866585795688	18-Amazon flying butterfly	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	12.89
Account 52420 - Other Supplies Totals										Invoice Transactions 3
										\$458.93
Account 53310 - Printing										
818 - Everywhere Signs, LLC	60642	18-6" x 6" OuterSpatial signs for picnic shelters #25	Paid by EFT # 48327		08/23/2022	08/23/2022	09/02/2022		09/02/2022	430.00
818 - Everywhere Signs, LLC	60764	18- (5) Nature Day Program Yard Signs	Paid by EFT # 48327		08/23/2022	08/23/2022	09/02/2022		09/02/2022	155.00
Account 53310 - Printing Totals										Invoice Transactions 2
										\$585.00
Account 53910 - Dues and Subscriptions										
4698 - Indiana Lakes Management Society, INC	01907	18-ILMS Membership Renewal (renew til 8/23/23)	Paid by Check # 76163		08/23/2022	08/23/2022	09/02/2022		09/02/2022	25.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$25.00
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	16279	18-Cleaning & Pumping of port-a-lets @ Wapahani -July 2022	Paid by EFT # 48451		08/23/2022	08/23/2022	09/02/2022		09/02/2022	280.00
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 1
Program 184000 - Natural Resources Totals										Invoice Transactions 7
										\$1,348.93



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Invoice Date Range 08/20/22 - 09/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
7320 - Roscoe Baugh	7/21/22	18- 90 minute performance by Russian Cowboy- Peoples Park-7/21/22	Paid by EFT # 48278		08/23/2022	08/23/2022	09/02/2022		09/02/2022	125.00
7796 - Adrian Crespo	1 08112022	18- Peoples Park Performance- Flamenco dance-August 11, 2022	Paid by EFT # 48311		08/23/2022	08/23/2022	09/02/2022		09/02/2022	100.00
8105 - Anneliese Klausung (Anneliese & Ali)	PERFORM-08182022	18- 90 minute perf by Anneliese & Ali-Peoples Park-8/18/22	Paid by EFT # 48368		08/23/2022	08/23/2022	09/02/2022		09/02/2022	125.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	3	\$350.00
Program 186500 - Community Events Totals								Invoice Transactions	3	\$350.00
Program 187001 - Adult Sports-Softball										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I325153	18- TLSP Institutional Supplies- Urinal Screens/Trash Bags	Paid by Check # 76161		08/23/2022	08/23/2022	09/02/2022		09/02/2022	470.18
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	\$470.18
Account 53650 - Other Repairs										
539 - Price Electric, INC	35940	18- TLSP Bathroom Light Repair- Went LED-8/1/2022	Paid by EFT # 48414		08/23/2022	08/23/2022	09/02/2022		09/02/2022	422.00
Account 53650 - Other Repairs Totals								Invoice Transactions	1	\$422.00
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002982174	18-Landfill September 2022 TLSP	Paid by EFT # 48420		08/23/2022	08/23/2022	09/02/2022		09/02/2022	303.40
Account 53950 - Landfill Totals								Invoice Transactions	1	\$303.40
Account 54310 - Improvements Other Than Building										
3642 - Lentz Paving, LLC	2949	18-Park Ridge East Tennis/Basketball resurfacing	Paid by EFT # 48378		08/23/2022	08/23/2022	09/02/2022		09/02/2022	58,250.00
Account 54310 - Improvements Other Than Building Totals								Invoice Transactions	1	\$58,250.00
Program 187001 - Adult Sports-Softball Totals								Invoice Transactions	4	\$59,445.58
Program 187202 - Youth Sports-Winslow										
Account 53650 - Other Repairs										
298 - Commercial Service Of Bloomington, INC	S234245	18- Winslow Concession AC Clean and Recharge	Paid by EFT # 48307		08/23/2022	08/23/2022	09/02/2022		09/02/2022	481.15
298 - Commercial Service Of Bloomington, INC	S234954	18- Winslow New Water Heater on Jr. Side	Paid by EFT # 48307		08/23/2022	08/23/2022	09/02/2022		09/02/2022	1,164.61



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Invoice Date Range 08/20/22 - 09/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 53650 - Other Repairs										
4443 - The Sherwin Williams Company	8307-0	18- Winslow Paint for Exterior Doors on Junior Side	Paid by EFT # 48450		08/23/2022	08/23/2022	09/02/2022		09/02/2022	149.27
								Account 53650 - Other Repairs Totals	Invoice Transactions 3	\$1,795.03
								Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 3	\$1,795.03
Program 187208 - Youth Sports-Olcott										
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	756440	18- Winslow- Cord Reel, Diag Cutters, Trimmer Line, SimpleGreen	Paid by EFT # 48369		08/23/2022	08/23/2022	09/02/2022		09/02/2022	71.26
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	\$71.26
Account 52340 - Other Repairs and Maintenance										
5819 - Synchrony Bank	569557893468	18- Olcott New Water Fountain	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	299.98
								Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1	\$299.98
Account 52420 - Other Supplies										
5819 - Synchrony Bank	569557893468	18- Olcott New Water Fountain	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	733.01
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$733.01
								Program 187208 - Youth Sports-Olcott Totals	Invoice Transactions 3	\$1,104.25
Program 187500 - Banneker										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	897776484459	18- Amazon Basketball net	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	19.60
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$19.60
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	114408	18- staff uniforms	Paid by EFT # 48465		08/23/2022	08/23/2022	09/02/2022		09/02/2022	41.00
								Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	\$41.00
Account 53990 - Other Services and Charges										
4073 - Terminix International	422442679	18- Banneker Service - pest control-7/11/22	Paid by Check # 76178		08/23/2022	08/23/2022	09/02/2022		09/02/2022	143.08
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$143.08
								Program 187500 - Banneker Totals	Invoice Transactions 3	\$203.68



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0468832	18-Custodial supplies for shelters/restrooms/waterless hand wipe	Paid by EFT # 48329		08/23/2022	08/23/2022	09/02/2022		09/02/2022	16.09
9269 - Ferguson Facilities Supply, HP Products #3400	0480258-1	18-Custodial supplies for shelters/restrooms/wipes	Paid by EFT # 48329		08/23/2022	08/23/2022	09/02/2022		09/02/2022	103.21
Account 52210 - Institutional Supplies Totals									Invoice Transactions 2	<u>\$119.30</u>
Account 52230 - Garage and Motor Supplies										
394 - Kleindorfer Hardware & Variety	760156	18-map gas	Paid by EFT # 48369		08/23/2022	08/23/2022	09/02/2022		09/02/2022	10.99
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 1	<u>\$10.99</u>
Account 52340 - Other Repairs and Maintenance										
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290042254	18-2 turf tires for Cascades Trailer	Paid by EFT # 48281		08/23/2022	08/23/2022	09/02/2022		09/02/2022	107.04
409 - Black Lumber Co. INC	516012	18-materials for vandalized railing @ Build & Trades park	Paid by EFT # 48284		08/23/2022	08/23/2022	09/02/2022		09/02/2022	114.23
394 - Kleindorfer Hardware & Variety	757861	18-2 sloan valve kits, 1 flush handle	Paid by EFT # 48369		08/23/2022	08/23/2022	09/02/2022		09/02/2022	146.75
394 - Kleindorfer Hardware & Variety	760079	18-fill valve for SYP maint building toilet	Paid by EFT # 48369		08/23/2022	08/23/2022	09/02/2022		09/02/2022	9.49
394 - Kleindorfer Hardware & Variety	760183	18-hydraulic chem to patch concrete at Cascades Skate park	Paid by EFT # 48369		08/23/2022	08/23/2022	09/02/2022		09/02/2022	20.99
5819 - Synchrony Bank	465855474349	18-Amazon waterless blue seal liquid	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	534.54
4443 - The Sherwin Williams Company	7684-7	18-paint and supplies for Olcott bathroom	Paid by EFT # 48450		08/23/2022	08/23/2022	09/02/2022		09/02/2022	240.32
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 7	<u>\$1,173.36</u>
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	757747	18-materials to install landscape cloth @3rd St playground	Paid by EFT # 48369		08/23/2022	08/23/2022	09/02/2022		09/02/2022	39.37
394 - Kleindorfer Hardware & Variety	758253	18-weed block, staples	Paid by EFT # 48369		08/23/2022	08/23/2022	09/02/2022		09/02/2022	60.24
394 - Kleindorfer Hardware & Variety	758489	18-flat washers, lag screws for shelving at Ops	Paid by EFT # 48369		08/23/2022	08/23/2022	09/02/2022		09/02/2022	27.65
5819 - Synchrony Bank	455537877699	18-Amazon Koala Kare Baby changing station	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	509.76



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	958546998775	18- Amazon Graph Grid Paper	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	14.89
Account 52420 - Other Supplies Totals Invoice Transactions 5										<u>\$651.91</u>
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	35130	18- IPRA Trail Gathering Conference- Cotter & Street	Paid by Check # 76164		08/23/2022	08/23/2022	09/02/2022		09/02/2022	20.00
Account 53160 - Instruction Totals Invoice Transactions 1										<u>\$20.00</u>
Account 53310 - Printing										
53125 - Mr. Copy, INC	36088	18-1400 copies of Work Forms	Paid by EFT # 48397		08/23/2022	08/23/2022	09/02/2022		09/02/2022	86.40
Account 53310 - Printing Totals Invoice Transactions 1										<u>\$86.40</u>
Account 53650 - Other Repairs										
7530 - Woodland Enterprises, LLC (Bloomington Roto-Rooter)	567-359567	18-Drain cleaning/snaking at Butler rr building- 8/9/22	Paid by EFT # 48467		08/23/2022	08/23/2022	09/02/2022		09/02/2022	370.00
Account 53650 - Other Repairs Totals Invoice Transactions 1										<u>\$370.00</u>
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	16278	18-Cleaning & Pumping of port-a-lets @ (8) locations-Aug 2022	Paid by EFT # 48451		08/23/2022	08/23/2022	09/02/2022		09/02/2022	1,240.00
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 1										<u>\$1,240.00</u>
Account 53950 - Landfill										
60 - Monroe County Solid Waste Management District	2022-18	18-Disposal of (22) light ballasts - 83lbs	Paid by Check # 76172		08/23/2022	08/23/2022	09/02/2022		09/02/2022	128.65
Account 53950 - Landfill Totals Invoice Transactions 1										<u>\$128.65</u>
Account 53990 - Other Services and Charges										
6811 - Beam, Longest & Neff, LLC	70936	18-Inspections of (4) bridges	Paid by EFT # 48280		08/23/2022	08/23/2022	09/02/2022		09/02/2022	1,244.21
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>\$1,244.21</u>
Program 189000 - Operations Totals Invoice Transactions 21										<u>\$5,044.82</u>
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I324965	18- SYP Institutional Supplies-gloves, trash liners, tissue	Paid by Check # 76161		08/23/2022	08/23/2022	09/02/2022		09/02/2022	724.80
Account 52210 - Institutional Supplies Totals Invoice Transactions 1										<u>\$724.80</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52220 - Agricultural Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	31850	18 -SYP Thio-Trine Chlorine/Bromine Neutralizer	Paid by EFT # 48271		08/23/2022	08/23/2022	09/02/2022		09/02/2022	29.99
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$29.99
Account 52240 - Fuel and Oil										
394 - Kleindorfer Hardware & Variety	757870	18- SYP Asst Fuel Related Items	Paid by EFT # 48369		08/23/2022	08/23/2022	09/02/2022		09/02/2022	107.91
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	\$107.91
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	79571	18 -SYP Squeegee Head, Trimmer Line, Threaded Handle	Paid by Check # 76168		08/23/2022	08/23/2022	09/02/2022		09/02/2022	51.47
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$51.47
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3114968	18- SYP Vestibule Rug Service 08/10/22	Paid by EFT # 48412		08/23/2022	08/23/2022	09/02/2022		09/02/2022	114.33
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$114.33
Program 189006 - Switchyard Property Totals									Invoice Transactions 5	\$1,028.50
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	20531	18 - LAND hardwood mulch	Paid by EFT # 48332		08/23/2022	08/23/2022	09/02/2022		09/02/2022	72.00
394 - Kleindorfer Hardware & Variety	757700	18-yellow jacket spray, wasp spray	Paid by EFT # 48369		08/23/2022	08/23/2022	09/02/2022		09/02/2022	20.75
5819 - Synchrony Bank	698574669778	18-Amazon Insect Repellent spray and lotion	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	239.30
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 3	\$332.05
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	83418	18 - LAND 40 gallon tank sprayer; harness for brush cutter	Paid by Check # 76168		08/23/2022	08/23/2022	09/02/2022		09/02/2022	251.98
394 - Kleindorfer Hardware & Variety	758491	18-tefflon tape	Paid by EFT # 48369		08/23/2022	08/23/2022	09/02/2022		09/02/2022	2.58
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$254.56
Account 53990 - Other Services and Charges										
50335 - Aquatic Control, INC	215092	18 - LAND Miller-Showers Park pond mgmt (installment 5 of 6)	Paid by EFT # 48272		08/23/2022	08/23/2022	09/02/2022		09/02/2022	670.83



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRLands722	18 - LAND Contract Labor for SYP (4/4 - 7/16/2022)	Paid by EFT # 48300		08/23/2022	08/23/2022	09/02/2022		09/02/2022	18,061.69
121 - Eco Logic, LLC	5093	18 - LAND Vegetation Management at SYP- 7/6-7/28/22	Paid by EFT # 48321		08/23/2022	08/23/2022	09/02/2022		09/02/2022	8,425.36
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$27,157.88
Program 189500 - Landscaping Totals							Invoice Transactions	8		\$27,744.49
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
6262 - Koenig Equipment, INC	P33237	18-chains for Stihl chain saw - Urban Forestry	Paid by EFT # 48370		08/23/2022	08/23/2022	09/02/2022		09/02/2022	85.08
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$85.08
Account 53990 - Other Services and Charges										
3735 - Bluestone, LLC	10472	18-tree removals - 2120 S. Highland Ave	Paid by EFT # 48289		08/23/2022	08/23/2022	09/02/2022		09/02/2022	1,554.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$1,554.00
Program 189503 - Urban Forestry Totals							Invoice Transactions	2		\$1,639.08
Department 18 - Parks & Recreation Totals							Invoice Transactions	73		\$108,209.41
Fund 200 - Parks and Recreation Gen (\$1301) Totals							Invoice Transactions	73		\$108,209.41
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53990 - Other Services and Charges										
6110 - Darrelyn Valdez	080822	18-Fitness Instructor	Paid by EFT # 48456		08/23/2022	08/23/2022	09/02/2022		09/02/2022	87.50
8156 - Jennifer Marie Weiss	081622	18-Fitness Instructor	Paid by EFT # 48464		08/23/2022	08/23/2022	09/02/2022		09/02/2022	75.00
8245 - Izabela Ziolkowska-Kenney	081822	18-Fitness Instructor	Paid by EFT # 48469		08/23/2022	08/23/2022	09/02/2022		09/02/2022	31.25
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$193.75
Program 181001 - Health & Wellness Totals							Invoice Transactions	3		\$193.75
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
205 - City Of Bloomington	335536	18 - Best Beers - product for Cascades Golf Course	Paid by Check # 76152		08/23/2022	08/23/2022	09/02/2022		09/02/2022	223.80
205 - City Of Bloomington	336022	18 - Best Beers	Paid by Check # 76152		08/23/2022	08/23/2022	09/02/2022		09/02/2022	1,652.25



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
205 - City Of Bloomington	100197144	18 - Monarch-8/16/22	Paid by Check # 76152		08/23/2022	08/23/2022	09/02/2022		09/02/2022	1,034.00
8155 - PepsiCo Beverage Sales, LLC	31434308	18 - Cascades Bottled Drinks and BIBs-8/17/22	Paid by EFT # 48410		08/23/2022	08/23/2022	09/02/2022		09/02/2022	263.15
8155 - PepsiCo Beverage Sales, LLC	32216464	18 - Cascades Bottled Drinks and BIBs-8/10/22	Paid by EFT # 48410		08/23/2022	08/23/2022	09/02/2022		09/02/2022	676.41
5819 - Synchrony Bank	1127	18-Snack bar items - Cascades Golf Course-8/8/22	Paid by Check # 76176		08/23/2022	08/23/2022	09/02/2022		09/02/2022	17.35
5819 - Synchrony Bank	2049 080522	18 - Snack Bar items - Cascades Golf Course-8/5/22	Paid by Check # 76176		08/23/2022	08/23/2022	09/02/2022		09/02/2022	128.31
5819 - Synchrony Bank	2432	18-Snack bar items - Cascades Golf Course-8/15/22	Paid by Check # 76176		08/23/2022	08/23/2022	09/02/2022		09/02/2022	134.89
5819 - Synchrony Bank	3361	18-Snack bar items - Cascades Golf Course-8/12/22	Paid by Check # 76176		08/23/2022	08/23/2022	09/02/2022		09/02/2022	150.16
5819 - Synchrony Bank	3742	18 - Snack Bar items - Cascades Golf Course-8/18/22	Paid by Check # 76176		08/23/2022	08/23/2022	09/02/2022		09/02/2022	78.59
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 10	\$4,358.91
Account 52420 - Other Supplies										
205 - City Of Bloomington	100191070	18 - Monarch-8/9/2022	Paid by Check # 76152		08/23/2022	08/23/2022	09/02/2022		09/02/2022	210.00
6889 - Professional Golfcar Corporation	01-21781	18 - Picker Cart Rental	Paid by EFT # 48415		08/23/2022	08/23/2022	09/02/2022		09/02/2022	434.00
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$644.00
Program 183500 - Golf Services Totals									Invoice Transactions 12	\$5,002.91
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	913911134	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76150		08/23/2022	08/23/2022	09/02/2022		09/02/2022	942.70
4072 - Acushnet Company	913918536	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76150		08/23/2022	08/23/2022	09/02/2022		09/02/2022	588.00
53619 - Ping, INC	16488748	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 48411		08/23/2022	08/23/2022	09/02/2022		09/02/2022	91.26



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
53619 - Ping, INC	16495871	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 48411		08/23/2022	08/23/2022	09/02/2022		09/02/2022	67.67
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	4	\$1,689.63
Program 183501 - Golf Course - Pro Shop Totals								Invoice Transactions	4	\$1,689.63
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	000000 GSCEJW	18-Supplies for Kid City Summer Camp - Bluetooth speaker	Paid by Check # 76176		08/23/2022	08/23/2022	09/02/2022		09/02/2022	47.88
5819 - Synchrony Bank	453763767338	18- Amazon Disinfecting Wipes	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	31.44
5819 - Synchrony Bank	744965883336	18- Amazon Dixon Ticonderoga #2 pencils	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	16.46
Account 52420 - Other Supplies Totals								Invoice Transactions	3	\$95.78
Account 53990 - Other Services and Charges										
55092 - WonderLab Museum of Science, Health & Technology	1898	18-Kid City Quest and Original Field Trips- 7/28 & 7/29/22	Paid by EFT # 48466		08/23/2022	08/23/2022	09/02/2022		09/02/2022	370.50
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$370.50
Program 184501 - Youth Services-Kid City Camps Totals								Invoice Transactions	4	\$466.28
Program 185000 - Twin Lakes Recreation Center										
Account 52420 - Other Supplies										
7078 - Allied 100, LLC (AED Superstore, Annuvia,Lifeguard	INV3046021	18 - TLRC AED Replacement Pads	Paid by EFT # 48267		08/23/2022	08/23/2022	09/02/2022		09/02/2022	116.00
5819 - Synchrony Bank	6839	18 - TLRC Sponsosrhsip TV Replacement-8/12/22	Paid by Check # 76176		08/23/2022	08/23/2022	09/02/2022		09/02/2022	196.88
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$312.88
Account 53610 - Building Repairs										
53657 - Plymate, INC	3116550	18 - TLRC Entry Mat Service-8/17/2022	Paid by EFT # 48412		08/23/2022	08/23/2022	09/02/2022		09/02/2022	81.62
Account 53610 - Building Repairs Totals								Invoice Transactions	1	\$81.62
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	075619410X22 0822	18-satellite service for TLRC-8/21-9/20/22	Edit		08/31/2022	08/31/2022	08/31/2022			228.98
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$228.98



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53940 - Temporary Contractual Employee										
1973 - Megan M Stark	081922	18-Fitness Instructor	Paid by EFT # 48441		08/23/2022	08/23/2022	09/02/2022		09/02/2022	315.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions 1		<u>\$315.00</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002982560	18-Landfill September 2022 TLRC	Paid by EFT # 48420		08/23/2022	08/23/2022	09/02/2022		09/02/2022	347.75
Account 53950 - Landfill Totals								Invoice Transactions 1		<u>\$347.75</u>
Program 185000 - Twin Lakes Recreation Center Totals								Invoice Transactions 6		<u>\$1,286.23</u>
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	081822	18-Fitness Instructor	Paid by EFT # 48277		08/23/2022	08/23/2022	09/02/2022		09/02/2022	250.00
8271 - Morgan Brummett	081122	18-Fitness Instructor	Paid by EFT # 48293		08/23/2022	08/23/2022	09/02/2022		09/02/2022	75.00
7276 - Kaitlyn Clementi	081822	18-Fitness Instructor	Paid by EFT # 48305		08/23/2022	08/23/2022	09/02/2022		09/02/2022	390.00
8234 - Paetyn Denson	081022	18-Fitness Instructor	Paid by EFT # 48317		08/23/2022	08/23/2022	09/02/2022		09/02/2022	37.50
8234 - Paetyn Denson	081822	18-Fitness Instructor	Paid by EFT # 48317		08/23/2022	08/23/2022	09/02/2022		09/02/2022	255.00
7086 - Rivkah L Moore	081222	18-Fitness Instructor	Paid by EFT # 48394		08/23/2022	08/23/2022	09/02/2022		09/02/2022	218.75
8184 - Emily E Tally	081822	18-Fitness Instructor	Paid by EFT # 48446		08/23/2022	08/23/2022	09/02/2022		09/02/2022	125.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions 7		<u>\$1,351.25</u>
Program 185002 - TLRC-Health & Wellness Totals								Invoice Transactions 7		<u>\$1,351.25</u>
Program 185006 - TLRC-Concessions										
Account 53610 - Building Repairs										
4289 - Koorsen Environmental Services, INC	187557	18 - TLRC Kitchen Exhaust Hood Cleaning-8/4/22	Paid by EFT # 48372		08/23/2022	08/23/2022	09/02/2022		09/02/2022	457.05
Account 53610 - Building Repairs Totals								Invoice Transactions 1		<u>\$457.05</u>
Program 185006 - TLRC-Concessions Totals								Invoice Transactions 1		<u>\$457.05</u>
Program 186500 - Community Events										
Account 43270 - Registration Fees										
Jon Barnitt	2022-00001285	18-Refunds	Paid by Check # 76182		08/23/2022	08/23/2022	09/02/2022		09/02/2022	45.00
Nick Craig	2022-00001284	18-Refunds	Paid by Check # 76184		08/23/2022	08/23/2022	09/02/2022		09/02/2022	20.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 43270 - Registration Fees										
Cindy Koessler	2022-00001359	18-Refunds	Paid by Check # 76185		08/23/2022	08/23/2022	09/02/2022		09/02/2022	20.00
Jennifer Neuman	2022-00001356	18-Refunds	Paid by Check # 76187		08/23/2022	08/23/2022	09/02/2022		09/02/2022	20.00
Jennifer Wittenauer	2022-00001324	18-Refunds	Paid by Check # 76190		08/23/2022	08/23/2022	09/02/2022		09/02/2022	20.00
Account 43270 - Registration Fees Totals									Invoice Transactions 5	<u>\$125.00</u>
Account 52420 - Other Supplies										
5819 - Synchrony Bank	473847739796	18-Amazon Wristbands, Bandanas, Beads Kit	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	182.79
5819 - Synchrony Bank	534666776654	18-Amazon Paint brushes, party favors, backpack, glow sticks	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	496.32
5819 - Synchrony Bank	698586458486	18- Amazon Plastic Poly Sheeting	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	471.96
5819 - Synchrony Bank	755453548768	18-Amazon Rainbow Embroidery	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	13.98
5819 - Synchrony Bank	994834553397	18- Amazon Hair Scrunchies, vinyl gloves	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	23.75
798 - Winters Associates Promotional Products, INC	114408	18- staff uniforms	Paid by EFT # 48465		08/23/2022	08/23/2022	09/02/2022		09/02/2022	38.86
Account 52420 - Other Supplies Totals									Invoice Transactions 6	<u>\$1,227.66</u>
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	35146	18- IPRA Conference Registration-Ritter & McDevitt	Paid by Check # 76164		08/23/2022	08/23/2022	09/02/2022		09/02/2022	325.00
Account 53160 - Instruction Totals									Invoice Transactions 1	<u>\$325.00</u>
Account 53730 - Machinery and Equipment Rental										
6928 - Lavin Rental, LLC (Master Rental)	26264	18 - Foam machine rental & foam packets- 8/6-8/8/22	Paid by EFT # 48376		08/23/2022	08/23/2022	09/02/2022		09/02/2022	281.75
Account 53730 - Machinery and Equipment Rental Totals									Invoice Transactions 1	<u>\$281.75</u>
Account 53990 - Other Services and Charges										
7767 - Dan P Alexander (Beetlegraphix)	00032022	18 - Caricatures @ Drool in the Pool 8/3 & 8/4/22	Paid by EFT # 48265		08/23/2022	08/23/2022	09/02/2022		09/02/2022	600.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$600.00</u>
Program 186500 - Community Events Totals									Invoice Transactions 14	<u>\$2,559.41</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	697696474795	18- Amazon Sandbags	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	73.99
Account 52420 - Other Supplies Totals								Invoice Transactions 1		<u>\$73.99</u>
Program 186502 - Community Events-Gardens Totals								Invoice Transactions 1		<u>\$73.99</u>
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
3265 - Linnea Lee Good	2906	18-Gift Certificates	Paid by EFT # 48331		08/23/2022	08/23/2022	09/02/2022		09/02/2022	20.00
18520 - Kevin L Graber	2891	18-Market Bucks and Gift Certificates	Paid by EFT # 48333		08/23/2022	08/23/2022	09/02/2022		09/02/2022	65.00
8136 - Amanda Hand (MKONO Farm)	2916	18-Gift Certificates	Paid by EFT # 48337		08/23/2022	08/23/2022	09/02/2022		09/02/2022	5.00
5200 - Chester L Lehman (Olde Lane Orchard)	2899	18-Market Bucks and Gift Certificates	Paid by EFT # 48377		08/23/2022	08/23/2022	09/02/2022		09/02/2022	90.00
5200 - Chester L Lehman (Olde Lane Orchard)	2913	18-Market Bucks and Gift Certificates	Paid by EFT # 48377		08/23/2022	08/23/2022	09/02/2022		09/02/2022	10.00
5200 - Chester L Lehman (Olde Lane Orchard)	2918	18-Gift Certificates	Paid by EFT # 48377		08/23/2022	08/23/2022	09/02/2022		09/02/2022	20.00
12405 - Titus Raber	2892	18-Market Bucks and Gift Certificates	Paid by EFT # 48418		08/23/2022	08/23/2022	09/02/2022		09/02/2022	120.00
12430 - Luke Rhodes	2910	18-Market Bucks and Gift Certificates	Paid by EFT # 48421		08/23/2022	08/23/2022	09/02/2022		09/02/2022	20.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2890	18-Market Bucks and Gift Certificates	Paid by EFT # 48429		08/23/2022	08/23/2022	09/02/2022		09/02/2022	15.00
2496 - Galen Jay Stoll	2900	18-Market Bucks and Gift Certificates	Paid by Check # 76175		08/23/2022	08/23/2022	09/02/2022		09/02/2022	40.00
7197 - The Goat Conspiracy	2907	18-Market Bucks and Gift Certificates	Paid by EFT # 48449		08/23/2022	08/23/2022	09/02/2022		09/02/2022	25.00
6623 - Twilight Dairy, LLC	2902	18-Market Bucks and Gift Certificates	Paid by EFT # 48454		08/23/2022	08/23/2022	09/02/2022		09/02/2022	90.00
4426 - Christa L Vosters (Kettle Of Corn, LLC)	2915	18-Gift Certificates	Paid by EFT # 48460		08/23/2022	08/23/2022	09/02/2022		09/02/2022	20.00
3666 - Marie Wagler	2898	18-Market Bucks and Gift Certificates	Paid by EFT # 48462		08/23/2022	08/23/2022	09/02/2022		09/02/2022	40.00
12425 - David W Widner	2911	18-Market Bucks and Gift Certificates	Paid by Check # 76179		08/23/2022	08/23/2022	09/02/2022		09/02/2022	10.00
Account 47230 - Gift Certificate Totals								Invoice Transactions 15		<u>\$590.00</u>
Account 47240 - EBT Market Bucks										
3265 - Linnea Lee Good	2889	18-Market Bucks	Paid by EFT # 48331		08/23/2022	08/23/2022	09/02/2022		09/02/2022	6.00
3265 - Linnea Lee Good	2908	18-Market Bucks	Paid by EFT # 48331		08/23/2022	08/23/2022	09/02/2022		09/02/2022	3.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
18520 - Kevin L Graber	2891	18-Market Bucks and Gift Certificates	Paid by EFT # 48333		08/23/2022	08/23/2022	09/02/2022		09/02/2022	252.00
12527 - Hoosier Honey	2912	18-Market Bucks	Paid by EFT # 48345		08/23/2022	08/23/2022	09/02/2022		09/02/2022	144.00
8259 - Jennifer Kinney (Mac Me Smile)	2897	18-Market Bucks	Paid by Check # 76169		08/23/2022	08/23/2022	09/02/2022		09/02/2022	24.00
5200 - Chester L Lehman (Olde Lane Orchard)	2899	18-Market Bucks and Gift Certificates	Paid by EFT # 48377		08/23/2022	08/23/2022	09/02/2022		09/02/2022	261.00
5200 - Chester L Lehman (Olde Lane Orchard)	2913	18-Market Bucks and Gift Certificates	Paid by EFT # 48377		08/23/2022	08/23/2022	09/02/2022		09/02/2022	129.00
5079 - Louise Miracle (dba Pie First Bakery)	2909	18-Market Bucks	Paid by EFT # 48392		08/23/2022	08/23/2022	09/02/2022		09/02/2022	21.00
12409 - Jeffrey A Padgett	2905	18-Market Bucks	Paid by EFT # 48406		08/23/2022	08/23/2022	09/02/2022		09/02/2022	63.00
8127 - Angela Paris (River Run Farm)	2917	18-Market Bucks	Paid by EFT # 48408		08/23/2022	08/23/2022	09/02/2022		09/02/2022	39.00
12405 - Titus Raber	2892	18-Market Bucks and Gift Certificates	Paid by EFT # 48418		08/23/2022	08/23/2022	09/02/2022		09/02/2022	78.00
12405 - Titus Raber	2893	18-Market Bucks	Paid by EFT # 48418		08/23/2022	08/23/2022	09/02/2022		09/02/2022	150.00
12405 - Titus Raber	2894	18-Market Bucks	Paid by EFT # 48418		08/23/2022	08/23/2022	09/02/2022		09/02/2022	150.00
7337 - David Ray (Stonewall Maple Syrup)	2904	18-Market Bucks	Paid by EFT # 48419		08/23/2022	08/23/2022	09/02/2022		09/02/2022	15.00
7337 - David Ray (Stonewall Maple Syrup)	2901	18-Market Bucks	Paid by EFT # 48419		08/23/2022	08/23/2022	09/02/2022		09/02/2022	30.00
7337 - David Ray (Stonewall Maple Syrup)	2914	18-Market Bucks	Paid by EFT # 48419		08/23/2022	08/23/2022	09/02/2022		09/02/2022	15.00
12430 - Luke Rhodes	2910	18-Market Bucks and Gift Certificates	Paid by EFT # 48421		08/23/2022	08/23/2022	09/02/2022		09/02/2022	177.00
12422 - Kip Schlegel	2903	18-Market Bucks	Paid by EFT # 48427		08/23/2022	08/23/2022	09/02/2022		09/02/2022	39.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2890	18-Market Bucks and Gift Certificates	Paid by EFT # 48429		08/23/2022	08/23/2022	09/02/2022		09/02/2022	306.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2896	18-Market Bucks	Paid by EFT # 48433		08/23/2022	08/23/2022	09/02/2022		09/02/2022	21.00
2496 - Galen Jay Stoll	2900	18-Market Bucks and Gift Certificates	Paid by Check # 76175		08/23/2022	08/23/2022	09/02/2022		09/02/2022	147.00
7197 - The Goat Conspiracy	2907	18-Market Bucks and Gift Certificates	Paid by EFT # 48449		08/23/2022	08/23/2022	09/02/2022		09/02/2022	45.00
6623 - Twilight Dairy, LLC	2902	18-Market Bucks and Gift Certificates	Paid by EFT # 48454		08/23/2022	08/23/2022	09/02/2022		09/02/2022	165.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
4426 - Christa L Vosters (Kettle Of Corn, LLC)	2895	18-Market Bucks	Paid by EFT # 48460		08/23/2022	08/23/2022	09/02/2022		09/02/2022	15.00
3666 - Marie Wagler	2898	18-Market Bucks and Gift Certificates	Paid by EFT # 48462		08/23/2022	08/23/2022	09/02/2022		09/02/2022	33.00
12425 - David W Widner	2911	18-Market Bucks and Gift Certificates	Paid by Check # 76179		08/23/2022	08/23/2022	09/02/2022		09/02/2022	18.00
Account 47240 - EBT Market Bucks Totals							Invoice Transactions		26	<u>\$2,346.00</u>
Account 52420 - Other Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0473703	18- FM Toilet Paper	Paid by EFT # 48329		08/23/2022	08/23/2022	09/02/2022		09/02/2022	122.06
Account 52420 - Other Supplies Totals							Invoice Transactions		1	<u>\$122.06</u>
Account 53940 - Temporary Contractual Employee										
7342 - Cortland V Carrington (Mushroom Inspection)	081322	18- Mushroom Inspection Market 2022	Paid by EFT # 48295		08/23/2022	08/23/2022	09/02/2022		09/02/2022	180.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions		1	<u>\$180.00</u>
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions		43	<u>\$3,238.06</u>
Program 186506 - Performing Art Series										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	459593349596	18-Amazon Black Graffers Tape	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	14.99
Account 52420 - Other Supplies Totals							Invoice Transactions		1	<u>\$14.99</u>
Account 53990 - Other Services and Charges										
8129 - Stuart Johnson-Kwochka	0001	18- 75 Minute Performance at SYP-Performing Art-8/12/22	Paid by EFT # 48364		08/23/2022	08/23/2022	09/02/2022		09/02/2022	750.00
8172 - Adam M Larimer (Radio Abyss)	8/12/2022	18- Opening Performance at Switchyard Park-Happy Hour -8/12/22	Paid by EFT # 48375		08/23/2022	08/23/2022	09/02/2022		09/02/2022	125.00
6004 - Tom M Roznowski	8-6-2022	18-75 Minute Perf-Bryan Park for Movies in the Parks-8./6/22	Paid by EFT # 48425		08/23/2022	08/23/2022	09/02/2022		09/02/2022	450.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions		3	<u>\$1,325.00</u>
Program 186506 - Performing Art Series Totals							Invoice Transactions		4	<u>\$1,339.99</u>
Program 187001 - Adult Sports-Softball										
Account 52420 - Other Supplies										
11693 - The Award Center, INC	61233	18- TLSP Spring 2022 Adult Softball Awards-Trophies/Plaques	Paid by EFT # 48448		08/23/2022	08/23/2022	09/02/2022		09/02/2022	254.00
Account 52420 - Other Supplies Totals							Invoice Transactions		1	<u>\$254.00</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53910 - Dues and Subscriptions										
822 - Indiana Amateur Softball Association, INC	2022072027	18- TLSP USA Softball E State League and Sanction Fees	Paid by EFT # 48351		08/23/2022	08/23/2022	09/02/2022		09/02/2022	3,132.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$3,132.00
Account 53940 - Temporary Contractual Employee										
20105 - Brandon B Chambers	081422	18-Adult Softball Umpire	Paid by EFT # 48301		08/23/2022	08/23/2022	09/02/2022		09/02/2022	675.00
7147 - Keith E Crittenden	080422	18-Adult Softball Umpire	Paid by EFT # 48313		08/23/2022	08/23/2022	09/02/2022		09/02/2022	150.00
7758 - Timothy R Louis	081122	18-Adult Softball Umpire	Paid by EFT # 48383		08/23/2022	08/23/2022	09/02/2022		09/02/2022	150.00
557 - Vicki Lynn Minder	080722	18-Adult Softball Umpire	Paid by EFT # 48391		08/23/2022	08/23/2022	09/02/2022		09/02/2022	375.00
6526 - Craig T Sparks	081422	18-Adult Softball Umpire	Paid by EFT # 48437		08/23/2022	08/23/2022	09/02/2022		09/02/2022	600.00
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 5
										\$1,950.00
Account 53990 - Other Services and Charges										
5819 - Synchrony Bank	9603	18- TLSP E State Umpire Snacks-8/5/22	Paid by Check # 76176		08/23/2022	08/23/2022	09/02/2022		09/02/2022	45.26
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$45.26
Program 187001 - Adult Sports-Softball Totals										Invoice Transactions 8
										\$5,381.26
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
199 - Monroe County Government	C-22-176	18- Building Permit Rogers Family Park	Paid by Check # 76171		08/23/2022	08/23/2022	09/02/2022		09/02/2022	804.40
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$804.40
Program 189000 - Operations Totals										Invoice Transactions 1
										\$804.40
Program 189003 - Operations-Open Shelters										
Account 43220 - Facility Rentals										
Evelyn La Follette	2022-00001293	18-Refunds	Paid by Check # 76186		08/23/2022	08/23/2022	09/02/2022		09/02/2022	69.00
Account 43220 - Facility Rentals Totals										Invoice Transactions 1
										\$69.00
Program 189003 - Operations-Open Shelters Totals										Invoice Transactions 1
										\$69.00
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	884378868698	18- SYP Standing Microphone Stand	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	31.99
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$31.99
Program 189006 - Switchyard Property Totals										Invoice Transactions 1
										\$31.99



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program G20010 - 2020 NRPA Nutrition Hub										
Account 52420 - Other Supplies										
6980 - Lauren E McCalister	013	18- BBCC Garden Project-8/19/2022	Paid by EFT # 48386		08/23/2022	08/23/2022	09/02/2022		09/02/2022	1,447.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$1,447.00</u>
Account 53990 - Other Services and Charges										
6980 - Lauren E McCalister	081822	18- BBCC Garden Project	Paid by EFT # 48386		08/23/2022	08/23/2022	09/02/2022		09/02/2022	735.68
6980 - Lauren E McCalister	013	18- BBCC Garden Project-8/19/2022	Paid by EFT # 48386		08/23/2022	08/23/2022	09/02/2022		09/02/2022	1,313.60
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	<u>\$2,049.28</u>
Program G20010 - 2020 NRPA Nutrition Hub Totals									Invoice Transactions 3	<u>\$3,496.28</u>
Program G22012 - 2022 Bannaker Nature Days										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	435786846869	18-160Pcs Stickers	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	9.99
5819 - Synchrony Bank	459893666833	18- Amazon Foam dodgeball set	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	45.99
5819 - Synchrony Bank	787884657699	18-Amazon Sports water bottles, animal stickers	Paid by EFT # 48445		08/23/2022	08/23/2022	09/02/2022		09/02/2022	179.74
Account 52420 - Other Supplies Totals									Invoice Transactions 3	<u>\$235.72</u>
Program G22012 - 2022 Bannaker Nature Days Totals									Invoice Transactions 3	<u>\$235.72</u>
Department 18 - Parks & Recreation Totals									Invoice Transactions 116	<u>\$27,677.20</u>
Fund 201 - Parks and Rec Non Reverting Totals									Invoice Transactions 116	<u>\$27,677.20</u>
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
5149 - E&B Paving, INC	30046017	18- BiCi- C.O. 1+2- Construction for Griffy Loop and Pier	Paid by EFT # 48319		08/23/2022	08/23/2022	09/02/2022		09/02/2022	82,935.00
18844 - First Financial Bank, N.A.	30046017-Escrow	18-BiCi- C.O. 1+2- Retainage for Griffy Loop and Pier E&B Pav	Paid by Check # 76156		08/23/2022	08/23/2022	09/02/2022		09/02/2022	4,365.00
Account 54510 - Other Capital Outlays Totals									Invoice Transactions 2	<u>\$87,300.00</u>
Program 18018B - Griffy Loop Trail Lower Cascades Totals									Invoice Transactions 2	<u>\$87,300.00</u>
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
5424 - Davey Resource Group (Davey Tree Expert)	141674	18-BICI Contractual Tree Planting-85 trees-Pay 1	Paid by EFT # 48316		08/23/2022	08/23/2022	09/02/2022		09/02/2022	48,369.25



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
18844 - First Financial Bank, N.A.	141674	18-2022 Bicentennial Tree Planting (Davey Resource)-Retainage 1	Paid by Check # 76157		08/23/2022	08/23/2022	09/02/2022		09/02/2022	2,545.75
3444 - Rundell Ernstberger Associates, INC	2022-1663-01	18-Bicentennial Gateway Project - Phase 1-services thru 7/31/22	Paid by EFT # 48426		08/23/2022	08/23/2022	09/02/2022		09/02/2022	15,510.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	3		\$66,425.00
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals							Invoice Transactions	3		\$66,425.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	5		\$153,725.00
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	5		\$153,725.00
Grand Totals							Invoice Transactions	197		\$328,811.74

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
09/02/22	Claims				\$328,811.74
					<u>\$328,811.74</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$328,811.74 9/2/2022

Dated this 29th day of Aug year of 2022.

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

Fiscal Office Cheryl Seiland

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/9/2022	Payroll				185,234.34
					<u>185,234.34</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 185,234.34

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Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Board of Park Commissioners Claim Register

Invoice Date Range 09/03/22 - 09/16/22

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 (\$9512)										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53990 - Other Services and Charges										
8122 - Canopybloomington, INC	002-M	18 - APRA - Youth Tree Tenders Materials	Paid by EFT # 48525		09/06/2022	09/06/2022	09/16/2022		09/16/2022	104.20
8122 - Canopybloomington, INC	002-W	18 - APRA - Youth Tree Tenders Wages 6/8 to 7/20/2022	Paid by EFT # 48525		09/06/2022	09/06/2022	09/16/2022		09/16/2022	1,660.18
6330 - Marshall Security LLC	2452	18-Security Services (B-Line) - 8/15-8/31/2022	Paid by EFT # 48605		09/06/2022	09/06/2022	09/16/2022		09/16/2022	6,992.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$8,756.38
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	3		\$8,756.38
Department 18 - Parks & Recreation Totals							Invoice Transactions	3		\$8,756.38
Fund 176 - ARPA Local Fiscal Recvry (\$9512) Totals							Invoice Transactions	3		\$8,756.38
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2357143	18- Batteries and sticky notes, Paper (Blue and Green)	Paid by EFT # 48624		09/06/2022	09/06/2022	09/16/2022		09/16/2022	39.50
Account 52110 - Office Supplies Totals							Invoice Transactions	1		\$39.50
Program 181000 - Administration Totals							Invoice Transactions	1		\$39.50
Program 181100 - Marketing										
Account 52420 - Other Supplies										
54546 - Charles Y Coghlan, DMD (Office Easel)	104797A	18-rubber ducks Lower Cascades Celebration	Paid by EFT # 48532		09/06/2022	09/06/2022	09/16/2022		09/16/2022	632.72
5099 - Office Three Sixty, INC	2359811	18- Magazine rack	Paid by EFT # 48624		09/06/2022	09/06/2022	09/16/2022		09/16/2022	111.27
Account 52420 - Other Supplies Totals							Invoice Transactions	2		\$743.99
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39476	18-Nature & the Outdoors fliers FW 2022 #100	Paid by EFT # 48493		09/06/2022	09/06/2022	09/16/2022		09/16/2022	45.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39503	18-2022 Veterans 5K postcard #250	Paid by EFT # 48493		09/06/2022	09/06/2022	09/16/2022		09/16/2022	40.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39528	18-September 2022 Kids Kraze #1,075	Paid by EFT # 48493		09/06/2022	09/06/2022	09/16/2022		09/16/2022	376.25
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39533	18-Personal training rack card TLRC #100	Paid by EFT # 48493		09/06/2022	09/06/2022	09/16/2022		09/16/2022	35.00
53125 - Mr. Copy, INC	36133	18-Preschool Living & Learning newsletters F/W 2022 #50	Paid by EFT # 48616		09/06/2022	09/06/2022	09/16/2022		09/16/2022	45.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53310 - Printing										
6775 - The Jackson Group Corporation	73689	18-Fall Winter 2022 Program Guide #33,000	Paid by EFT # 48677		09/06/2022	09/06/2022	09/16/2022		09/16/2022	23,250.00
Account 53310 - Printing Totals										Invoice Transactions 6
										\$23,791.25
Account 53910 - Dues and Subscriptions										
4225 - REACH Sports Marketing Group, INC	81677	18-annual player subscription Banneker	Paid by EFT # 48637		09/06/2022	09/06/2022	09/16/2022		09/16/2022	588.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$588.00
Account 53990 - Other Services and Charges										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	29175	18-FW 2022 Program Guide mailing	Paid by EFT # 48493		09/06/2022	09/06/2022	09/16/2022		09/16/2022	1,259.92
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$1,259.92
Program 181100 - Marketing Totals										Invoice Transactions 10
										\$26,383.16
Program 182001 - Aquatics - Bryan Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	9971452	18- Carbon Dioxide - Mills Pool	Paid by EFT # 48579		09/06/2022	09/06/2022	09/16/2022		09/16/2022	41.42
Account 52220 - Agricultural Supplies Totals										Invoice Transactions 1
										\$41.42
Program 182001 - Aquatics - Bryan Pool Totals										Invoice Transactions 1
										\$41.42
Program 182002 - Aquatics - Mills Pool										
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	760259	18 -valves for Mills Pool heater	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	14.48
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 1
										\$14.48
Program 182002 - Aquatics - Mills Pool Totals										Invoice Transactions 1
										\$14.48
Program 182500 - Frank Southern Center										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	517467	18-FSC lumber for accessible ramp in arena area	Paid by EFT # 48511		09/06/2022	09/06/2022	09/16/2022		09/16/2022	514.45
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 1
										\$514.45
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	730529	18-FSC trowel and concrete patch for zam door area	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	51.48
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 1
										\$51.48



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53630 - Machinery and Equipment Repairs										
321 - Harrell Fish, INC (HFI)	W81443	18-FSC HVAC unit repair above ice pad-7/22/22	Paid by EFT # 48566		09/06/2022	09/06/2022	09/16/2022		09/16/2022	641.70
Account 53630 - Machinery and Equipment Repairs Totals								Invoice Transactions	1	\$641.70
Account 53650 - Other Repairs										
4283 - Accurate Cutting Technologies, INC	62740	18-FSC Zamboni Blade Sharpening Service	Paid by EFT # 48494		09/06/2022	09/06/2022	09/16/2022		09/16/2022	120.80
Account 53650 - Other Repairs Totals								Invoice Transactions	1	\$120.80
Program 182500 - Frank Southern Center Totals								Invoice Transactions	4	\$1,328.43
Program 183500 - Golf Services										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	3818	18 - Industrial Supplies - Cascades Golf Course	Paid by Check # 76230		09/06/2022	09/06/2022	09/16/2022		09/16/2022	136.18
5819 - Synchrony Bank	4394	18 - Food Gloves and Foil Sheets	Paid by Check # 76230		09/06/2022	09/06/2022	09/16/2022		09/16/2022	22.96
Account 52210 - Institutional Supplies Totals								Invoice Transactions	2	\$159.14
Account 53730 - Machinery and Equipment Rental										
821 - Links Aerification Plus, LLC	666	18 - Greens Aerification-29 greens-6/4/22	Paid by EFT # 48597		09/06/2022	09/06/2022	09/16/2022		09/16/2022	3,500.00
Account 53730 - Machinery and Equipment Rental Totals								Invoice Transactions	1	\$3,500.00
Program 183500 - Golf Services Totals								Invoice Transactions	3	\$3,659.14
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM229071	18-(4) bxs IvyX Pre contact wipes	Paid by EFT # 48554		09/06/2022	09/06/2022	09/16/2022		09/16/2022	170.65
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	\$170.65
Account 52310 - Building Materials and Supplies										
365 - Rogers Group, INC	0713011239	18- Gravel/Stone for Parking Lots and Trails	Paid by EFT # 48647		09/06/2022	09/06/2022	09/16/2022		09/16/2022	72.00
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	1	\$72.00
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	0S0303911535	18 -Natural Resources Prog-water-8/21/22	Paid by EFT # 48514		09/06/2022	09/06/2022	09/16/2022		09/16/2022	4.90
394 - Kleindorfer Hardware & Variety	760072	18-Natural Resources Program-drill bit	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	5.65



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	760814	18-Natural Resource Program-gloves, pruning saw	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	27.48
394 - Kleindorfer Hardware & Variety	736780	18-32 oz TruFuel 50:1 (2 each)	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	18.98
Account 52420 - Other Supplies Totals									Invoice Transactions 4	\$57.01
Account 53990 - Other Services and Charges										
7292 - Tyler K Ferguson(Caliente Fitness, LLC)	18-2022-08	18-SUP Instruction and Program Planning-7/9-8/1/22	Paid by Check # 76212		09/06/2022	09/06/2022	09/16/2022		09/16/2022	420.00
7353 - Jeffrey A Goldin (Goldin Appraisal Group)	2022410-8.26.22	18-Leonard Springs Property Appraisal	Paid by EFT # 48560		09/06/2022	09/06/2022	09/16/2022		09/16/2022	500.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$920.00
Program 184000 - Natural Resources Totals									Invoice Transactions 8	\$1,219.66
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	6999	18 - Trash bags, batteries, candy	Paid by Check # 76230		09/06/2022	09/06/2022	09/16/2022		09/16/2022	13.78
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$13.78
Account 53730 - Machinery and Equipment Rental										
536 - Chris Ramsey (KingSnake Sound Company)	140646	18- Sound Equipment Rental and Sound Engineering Services	Paid by EFT # 48636		09/06/2022	09/06/2022	09/16/2022		09/16/2022	525.00
Account 53730 - Machinery and Equipment Rental Totals									Invoice Transactions 1	\$525.00
Program 186500 - Community Events Totals									Invoice Transactions 2	\$538.78
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	515837	18 - Community Garden Supplies	Paid by EFT # 48511		09/06/2022	09/06/2022	09/16/2022		09/16/2022	2.25
394 - Kleindorfer Hardware & Variety	758084	18-Community Garden Supplies-hooks, lock combo, straps	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	25.36
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$27.61
Program 186502 - Community Events-Gardens Totals									Invoice Transactions 2	\$27.61



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	756250	18- TLSP 30lb Concrete Mix to Repair Tripping Hazard	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	18.00
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	<u>\$18.00</u>
Account 52420 - Other Supplies										
7722 - Indiana Field Supplies, LLC	2022-382	18- TLSP Field Chalk- 56 50lb bags	Paid by EFT # 48578		09/06/2022	09/06/2022	09/16/2022		09/16/2022	505.12
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$505.12</u>
Account 53630 - Machinery and Equipment Repairs										
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL24819	18- TLSP Mower Wheel Repair on Zero Turn	Paid by EFT # 48644		09/06/2022	09/06/2022	09/16/2022		09/16/2022	143.79
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	<u>\$143.79</u>
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 3	<u>\$666.91</u>
Program 187202 - Youth Sports-Winslow										
Account 43220 - Facility Rentals										
6275 - Jacob Stephenson (Emerald Grading and Seeding, INC)	487119	18- Winslow Field 5 Grading-8/18/22	Paid by EFT # 48668		09/06/2022	09/06/2022	09/16/2022		09/16/2022	7,640.00
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	<u>\$7,640.00</u>
Account 52340 - Other Repairs and Maintenance										
4574 - John Deere Financial (Rural King)	85150	18- Winslow Field- 5 Straw Bales (SLP)	Paid by Check # 76223		09/06/2022	09/06/2022	09/16/2022		09/16/2022	279.60
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	<u>\$279.60</u>
Account 52420 - Other Supplies										
5415 - Allied Wholesale Electrical Supply, LLC	5741361	18- Winslow Field 5 PVC Irrigation Parts	Paid by EFT # 48496		09/06/2022	09/06/2022	09/16/2022		09/16/2022	97.63
5415 - Allied Wholesale Electrical Supply, LLC	5741362	18- Winslow Field 5 PVC Irrigation Parts	Paid by EFT # 48496		09/06/2022	09/06/2022	09/16/2022		09/16/2022	12.04
50594 - Barry Company, INC	039927	18- Winslow Field 5 Irrigation Parts	Paid by EFT # 48508		09/06/2022	09/06/2022	09/16/2022		09/16/2022	678.95
394 - Kleindorfer Hardware & Variety	756256	18- Winslow Field 5 Irrigation PVC Bushings and Male Adapters	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	50.34
394 - Kleindorfer Hardware & Variety	760193	18- Winslow Field 5 Irrigation Parts- Couplers and Bushings	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	32.64
Account 52420 - Other Supplies Totals									Invoice Transactions 5	<u>\$871.60</u>
Account 53650 - Other Repairs										
6928 - Lavin Rental, LLC (Master Rental)	26832	18- Winslow Trencher for Irrigation on Field 5	Paid by EFT # 48594		09/06/2022	09/06/2022	09/16/2022		09/16/2022	152.81
Account 53650 - Other Repairs Totals									Invoice Transactions 1	<u>\$152.81</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002987211	18-Landfill Winslow-September 2022	Paid by EFT # 48484		09/07/2022	09/07/2022	09/07/2022		09/07/2022	303.39
Account 53950 - Landfill Totals									Invoice Transactions 1	\$303.39
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 9	\$9,247.40
Program 187500 - Banneker										
Account 52420 - Other Supplies										
5099 - Office Three Sixty, INC	2357143B1	18- toner	Paid by EFT # 48624		09/06/2022	09/06/2022	09/16/2022		09/16/2022	110.23
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$110.23
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52765623090622	18-Natural Gas - TLRC-7/28-8/30/22	Paid by Check # 76205		09/07/2022	09/07/2022	09/07/2022		09/07/2022	.00
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$0.00
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5625	18- BBCC Cleaning-August 2022	Paid by EFT # 48546		09/06/2022	09/06/2022	09/16/2022		09/16/2022	365.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$365.00
Program 187500 - Banneker Totals									Invoice Transactions 3	\$475.23
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0468832-1	18-Wypall waterless hand wipes	Paid by EFT # 48555		09/06/2022	09/06/2022	09/16/2022		09/16/2022	69.15
9269 - Ferguson Facilities Supply, HP Products #3400	0480258-2	18 -Wypall L30 wipes PU Whit 8/CA	Paid by EFT # 48555		09/06/2022	09/06/2022	09/16/2022		09/16/2022	516.05
9269 - Ferguson Facilities Supply, HP Products #3400	0484997	18-gloves, wipes, cleaner, EZ foam, bath tissue	Paid by EFT # 48555		09/06/2022	09/06/2022	09/16/2022		09/16/2022	836.92
9269 - Ferguson Facilities Supply, HP Products #3400	0484997-1	18-Wypall L30 wipes PU Whit 8/CA	Paid by EFT # 48555		09/06/2022	09/06/2022	09/16/2022		09/16/2022	206.42
Account 52210 - Institutional Supplies Totals									Invoice Transactions 4	\$1,628.54
Account 52220 - Agricultural Supplies										
3560 - First Financial Bank / Credit Cards	7060431	18- Decom Granite Brown Bulk	Paid by Check # 76213		09/06/2022	09/06/2022	09/16/2022		09/16/2022	453.33
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$453.33
Account 52230 - Garage and Motor Supplies										
394 - Kleindorfer Hardware & Variety	736819	18 -propane exchange for weed burner	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	18.99
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 1	\$18.99



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52310 - Building Materials and Supplies										
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	2627	18-Replacement overhead garage door for Bryan Prk maint bldg	Paid by EFT # 48519		09/06/2022	09/06/2022	09/16/2022		09/16/2022	600.00
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	2628	18-(1) pr commercial springs for overhead door @ Ops Ctr.	Paid by EFT # 48519		09/06/2022	09/06/2022	09/16/2022		09/16/2022	430.00
394 - Kleindorfer Hardware & Variety	760701	18 -materials to install hammers @ RCA park, flashlight veh #808	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	41.47
365 - Rogers Group, INC	0713011111	18-Stone, 1/4-minus, sand for Dog Park Drainage work SYP	Paid by EFT # 48647		09/06/2022	09/06/2022	09/16/2022		09/16/2022	396.00
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 4										\$1,467.47
Account 52340 - Other Repairs and Maintenance										
5415 - Allied Wholesale Electrical Supply, LLC	5743166	18-Imigation - Jones 2in PVC & 3in PVC Expansion Coupling	Paid by EFT # 48496		09/06/2022	09/06/2022	09/16/2022		09/16/2022	39.86
394 - Kleindorfer Hardware & Variety	736778	18 -materials to fix Butler Park telescope-washers	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	3.27
394 - Kleindorfer Hardware & Variety	756837	18-materials to fix gable fan @ OPS-screws, washers	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	20.84
394 - Kleindorfer Hardware & Variety	736534	18-3rd St Fountain- sump pump check valve, electrical plug end	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	30.37
394 - Kleindorfer Hardware & Variety	760853	18-Replacement sump pump/supplies-WH&B Park decorative fountain	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	214.34
394 - Kleindorfer Hardware & Variety	760621	18-hose clamp, Nylon 1 1/4 barby 1 1/4 MPT & 1 1/4 poly coupling	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	5.38
6262 - Koenig Equipment, INC	P33750	18 - Wiring Harness for the Kubota	Paid by EFT # 48592		09/06/2022	09/06/2022	09/16/2022		09/16/2022	75.00
6262 - Koenig Equipment, INC	P33751	18 -Ignition Module for weedeater at Ops	Paid by EFT # 48592		09/06/2022	09/06/2022	09/16/2022		09/16/2022	51.99
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL25037	18-Starter for Kubota tractor	Paid by EFT # 48644		09/06/2022	09/06/2022	09/16/2022		09/16/2022	249.50



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	464756	18-battery cables for Kubota at OPS	Paid by EFT # 48663		09/06/2022	09/06/2022	09/16/2022		09/16/2022	22.46
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 10
										<u>\$713.01</u>
Account 52420 - Other Supplies										
15901 - Michigan Playgrounds, LLC (Midstates Recreation)	SINV-04851	18-(2) sets Pagoda Bells mallets for RCA Playground	Paid by EFT # 48608		09/06/2022	09/06/2022	09/16/2022		09/16/2022	403.83
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-55563	18-Replacement 24"x18" alum sign for Ops Ctr prkg lot	Paid by EFT # 48643		09/06/2022	09/06/2022	09/16/2022		09/16/2022	144.73
476 - Southern Indiana Parts, INC (Napa Auto Parts)	462983	18-(CREDIT) Battery core -Inv. #462913	Paid by EFT # 48663		09/06/2022	09/06/2022	09/16/2022		09/16/2022	(9.00)
476 - Southern Indiana Parts, INC (Napa Auto Parts)	462913	18 - Battery for John Deer at cascades Park	Paid by EFT # 48663		09/06/2022	09/06/2022	09/16/2022		09/16/2022	57.11
Account 52420 - Other Supplies Totals										Invoice Transactions 4
										<u>\$596.67</u>
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	35164	18-2022 Conference-T. Street	Paid by Check # 76220		09/06/2022	09/06/2022	09/16/2022		09/16/2022	335.00
Account 53160 - Instruction Totals										Invoice Transactions 1
										<u>\$335.00</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	ISF1355369	18-State Fair Tickets-DHPA's Certificate Lower Cascades (2)	Paid by Check # 76213		09/06/2022	09/06/2022	09/16/2022		09/16/2022	25.00
3560 - First Financial Bank / Credit Cards	33ZNCI	18-Southwest-L. Brinson-NRPA Conf-Phoenix, AZ	Paid by Check # 76213		09/06/2022	09/06/2022	09/16/2022		09/16/2022	1,064.96
Account 53230 - Travel Totals										Invoice Transactions 2
										<u>\$1,089.96</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5240973209062 2	18-Natural Gas - Ops-7/28-8/30/22	Paid by Check # 76205		09/07/2022	09/07/2022	09/07/2022		09/07/2022	20.94
Account 53540 - Natural Gas Totals										Invoice Transactions 1
										<u>\$20.94</u>
Account 53650 - Other Repairs										
818 - Everywhere Signs, LLC	58363	18-Refurbishing of the Willie Streeter/Winslow Woods sign	Paid by EFT # 48552		09/06/2022	09/06/2022	09/16/2022		09/16/2022	1,500.00
Account 53650 - Other Repairs Totals										Invoice Transactions 1
										<u>\$1,500.00</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	4080019553	18-Uniform & mat cleaning services 08/17/22	Paid by EFT # 48501		09/06/2022	09/06/2022	09/16/2022		09/16/2022	35.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	4080020732	18-Uniform & mat cleaning services 08/24/2022	Paid by EFT # 48501		09/06/2022	09/06/2022	09/16/2022		09/16/2022	35.00
19171 - Aramark Uniform & Career Apparel Group, INC	4080021900	18-Uniform & mat cleaning services 8/31/2022	Paid by EFT # 48501		09/06/2022	09/06/2022	09/16/2022		09/16/2022	35.00
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 3	<u>\$105.00</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	3140-000020804	18-1.66 tons waste from demo of Goat Farm upper deck	Paid by EFT # 48640		09/06/2022	09/06/2022	09/16/2022		09/16/2022	174.60
2260 - Republic Services, INC	0694-002987210	18-Landfill August 2022 Ops	Paid by EFT # 48484		09/07/2022	09/07/2022	09/07/2022		09/07/2022	1,084.57
Account 53950 - Landfill Totals									Invoice Transactions 2	<u>\$1,259.17</u>
Program 189000 - Operations Totals									Invoice Transactions 34	<u>\$9,188.08</u>
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	i326040	18 SYP Institutional Supplies - Disinfectant & 4 - Jumbo Tissue	Paid by Check # 76217		09/06/2022	09/06/2022	09/16/2022		09/16/2022	218.01
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$218.01</u>
Account 52220 - Agricultural Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	31929	18 - SYP 53 gal drum sodium hypochlorite	Paid by EFT # 48500		09/06/2022	09/06/2022	09/16/2022		09/16/2022	485.99
177 - Indiana Oxygen Company, INC	9973488	18- SYP 4 CO2 tanks for spray pad	Paid by EFT # 48579		09/06/2022	09/06/2022	09/16/2022		09/16/2022	194.42
177 - Indiana Oxygen Company, INC	9902512	18 SYP CO2 Tank Delivery	Paid by EFT # 48579		09/06/2022	09/06/2022	09/16/2022		09/16/2022	407.76
177 - Indiana Oxygen Company, INC	9924784	18 SYP CO2 Tank Rentals May	Paid by EFT # 48579		09/06/2022	09/06/2022	09/16/2022		09/16/2022	133.40
177 - Indiana Oxygen Company, INC	9943401	18 SYP CO2 Tank Rentals June	Paid by EFT # 48579		09/06/2022	09/06/2022	09/16/2022		09/16/2022	138.00
177 - Indiana Oxygen Company, INC	9964255	18 SYP CO2 Tank Rentals July	Paid by EFT # 48579		09/06/2022	09/06/2022	09/16/2022		09/16/2022	142.60
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 6	<u>\$1,502.17</u>
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	760527	18- SYP Misc Hardware-paint brushes, tarp	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	10.63
394 - Kleindorfer Hardware & Variety	760556	18-zip ties, nuts, caution tape, goof off	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	46.09



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	988363959655	18 SYP Apple/Samsung Dongles for Air Media backup system	Paid by EFT # 48672		09/06/2022	09/06/2022	09/16/2022		09/16/2022	35.18
Account 52420 - Other Supplies Totals										Invoice Transactions 3
										<u>\$91.90</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002953113	18 SYP 8 Yard Dumpster - 06/1/22-06/30/22	Paid by EFT # 48484		09/07/2022	09/07/2022	09/07/2022		09/07/2022	265.00
2260 - Republic Services, INC	0694-002971699	18-SYP 8 Yard Dumpster - 7/1/22-7/31/22	Paid by EFT # 48484		09/07/2022	09/07/2022	09/07/2022		09/07/2022	175.00
2260 - Republic Services, INC	0694-002985698	18- SYP 8 Yard Dumpster - 8/01/22-8/31/22	Paid by EFT # 48484		09/07/2022	09/07/2022	09/07/2022		09/07/2022	175.00
Account 53950 - Landfill Totals										Invoice Transactions 3
										<u>\$615.00</u>
Program 189006 - Switchyard Property Totals										Invoice Transactions 13
										<u>\$2,427.08</u>
Program 189500 - Landscaping										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM229123	18-PPE (12 pr gloves & 2 bxs ear plugs)	Paid by EFT # 48554		09/06/2022	09/06/2022	09/16/2022		09/16/2022	66.28
Account 52210 - Institutional Supplies Totals										Invoice Transactions 1
										<u>\$66.28</u>
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	20544	18 - (4) LAND hardwood mulch for SYP	Paid by EFT # 48561		09/06/2022	09/06/2022	09/16/2022		09/16/2022	72.00
137 - Good Earth, LLC	20547	18 - (4) LAND hardwood mulch for SYP	Paid by EFT # 48561		09/06/2022	09/06/2022	09/16/2022		09/16/2022	72.00
137 - Good Earth, LLC	20548	18 - (4) LAND hardwood mulch for SYP	Paid by EFT # 48561		09/06/2022	09/06/2022	09/16/2022		09/16/2022	72.00
137 - Good Earth, LLC	20550	18 - (4) LAND hardwood mulch for SYP	Paid by EFT # 48561		09/06/2022	09/06/2022	09/16/2022		09/16/2022	72.00
137 - Good Earth, LLC	20551	18 - (4) LAND hardwood mulch for SYP	Paid by EFT # 48561		09/06/2022	09/06/2022	09/16/2022		09/16/2022	72.00
137 - Good Earth, LLC	20567	18 - LAND hardwood mulch for SYP	Paid by EFT # 48561		09/06/2022	09/06/2022	09/16/2022		09/16/2022	72.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	20568	18 - LAND hardwood mulch for SYP	Paid by EFT # 48561		09/06/2022	09/06/2022	09/16/2022		09/16/2022	72.00
137 - Good Earth, LLC	20569	18 - LAND hardwood mulch for SYP	Paid by EFT # 48561		09/06/2022	09/06/2022	09/16/2022		09/16/2022	72.00
137 - Good Earth, LLC	20570	18 - LAND hardwood mulch for SYP	Paid by EFT # 48561		09/06/2022	09/06/2022	09/16/2022		09/16/2022	72.00
137 - Good Earth, LLC	20571	18 - LAND hardwood mulch for SYP	Paid by EFT # 48561		09/06/2022	09/06/2022	09/16/2022		09/16/2022	72.00
137 - Good Earth, LLC	20572	18 - LAND hardwood mulch for SYP	Paid by EFT # 48561		09/06/2022	09/06/2022	09/16/2022		09/16/2022	72.00
137 - Good Earth, LLC	20574	18 - LAND hardwood mulch for SYP	Paid by EFT # 48561		09/06/2022	09/06/2022	09/16/2022		09/16/2022	72.00
137 - Good Earth, LLC	20575	18 - LAND hardwood mulch for SYP	Paid by EFT # 48561		09/06/2022	09/06/2022	09/16/2022		09/16/2022	72.00
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 13	<u>\$936.00</u>
Account 52340 - Other Repairs and Maintenance										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	463201	18 - LAND batttery for tank sprayer	Paid by EFT # 48663		09/06/2022	09/06/2022	09/16/2022		09/16/2022	135.21
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	<u>\$135.21</u>
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	236966936996	18- Gloves for Good-The Stewardship Network-shipping	Paid by Check # 76213		09/06/2022	09/06/2022	09/16/2022		09/16/2022	20.55
394 - Kleindorfer Hardware & Variety	756192	18-LAND supplies-cup dispenser, water cooler, cups	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	78.47
Account 52420 - Other Supplies Totals									Invoice Transactions 2	<u>\$99.02</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	4262923799	18- CISMA Conference Invasive Species & Loss of Biodiversity-(6)	Paid by Check # 76213		09/06/2022	09/06/2022	09/16/2022		09/16/2022	150.00
Account 53160 - Instruction Totals									Invoice Transactions 1	<u>\$150.00</u>
Program 189500 - Landscaping Totals									Invoice Transactions 18	<u>\$1,386.51</u>
Program 189501 - Cemeteries										
Account 53990 - Other Services and Charges										
6420 - Trees, PLE INC	7158	18-(13) tree injections @ Winslw Sports Complexes	Paid by EFT # 48682		09/06/2022	09/06/2022	09/16/2022		09/16/2022	2,745.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$2,745.00</u>
Program 189501 - Cemeteries Totals									Invoice Transactions 1	<u>\$2,745.00</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 52220 - Agricultural Supplies										
365 - Rogers Group, INC	0713011112	18-(4) tons sand for tree plots @ WH&B Park Plygrd	Paid by EFT # 48647		09/06/2022	09/06/2022	09/16/2022		09/16/2022	92.00
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	<u>\$92.00</u>
Account 52420 - Other Supplies										
11693 - The Award Center, INC	61283	18-Haskell Smith name badge	Paid by EFT # 48675		09/06/2022	09/06/2022	09/16/2022		09/16/2022	25.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$25.00</u>
Account 53990 - Other Services and Charges										
Robin Concannon	INS CONCANNON	18-city tree fell on building private property-2411 S. Bryan	Paid by Check # 76237		09/06/2022	09/06/2022	09/16/2022		09/16/2022	7,639.74
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$7,639.74</u>
Program 189503 - Urban Forestry Totals									Invoice Transactions 3	<u>\$7,756.74</u>
Department 18 - Parks & Recreation Totals									Invoice Transactions 116	<u>\$67,145.13</u>
Fund 200 - Parks and Recreation Gen (S1301) Totals									Invoice Transactions 116	<u>\$67,145.13</u>
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53990 - Other Services and Charges										
6110 - Darrelyn Valdez	082322	18 Fitness Instructor	Paid by EFT # 48686		09/06/2022	09/06/2022	09/16/2022		09/16/2022	43.75
8156 - Jennifer Marie Weiss	083022	18-Fitness Instructor	Paid by EFT # 48692		09/06/2022	09/06/2022	09/16/2022		09/16/2022	37.50
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	<u>\$81.25</u>
Program 181001 - Health & Wellness Totals									Invoice Transactions 2	<u>\$81.25</u>
Program 182001 - Aquatics - Bryan Pool										
Account 43230 - General Admissions										
Lacey Gossett	2022-00001416	18-Refunds	Paid by Check # 76239		09/06/2022	09/06/2022	09/16/2022		09/16/2022	20.00
Account 43230 - General Admissions Totals									Invoice Transactions 1	<u>\$20.00</u>
Account 52420 - Other Supplies										
3197 - IDVILLE (Baudville)	3945469	18 - Bryan Pool ID Maker and Ribbon	Paid by EFT # 48574		09/06/2022	09/06/2022	09/16/2022		09/16/2022	1,222.35
3197 - IDVILLE (Baudville)	3955943	18 - Bryan Pool ID Maker Ribbon	Paid by EFT # 48574		09/06/2022	09/06/2022	09/16/2022		09/16/2022	226.11
Account 52420 - Other Supplies Totals									Invoice Transactions 2	<u>\$1,448.46</u>
Account 53990 - Other Services and Charges										
4504 - American National Red Cross	22464616	18 - Aqautics lifeguard cert - Shanda Sims	Paid by EFT # 48498		09/06/2022	09/06/2022	09/16/2022		09/16/2022	41.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53990 - Other Services and Charges										
8331 - Shanda Sims	060322	18-Lifeguarding Certification Instructor	Paid by EFT # 48659		09/06/2022	09/06/2022	09/16/2022		09/16/2022	180.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$221.00
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions	5		\$1,689.46
Program 182006 - Aquatics - Pool Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	1170	18 - Bryan Pool Supplies - Raid Wasp & Hornet Killer, ScotchBlue	Paid by Check # 76230		09/06/2022	09/06/2022	09/16/2022		09/16/2022	23.46
5819 - Synchrony Bank	2389	18 - Bryan Pool Concession Supplies- Nacho cheese, hot dogs& Buns	Paid by Check # 76230		09/06/2022	09/06/2022	09/16/2022		09/16/2022	54.08
5819 - Synchrony Bank	0410	18 - Bryan Pool Supplies-Cleaning, water,hot dogs&buns, cheese	Paid by Check # 76230		09/06/2022	09/06/2022	09/16/2022		09/16/2022	148.84
5819 - Synchrony Bank	4419	18 - Bryan Pool Concession Supplies- Chips, candy, hot dogs & bun	Paid by Check # 76230		09/06/2022	09/06/2022	09/16/2022		09/16/2022	192.30
5819 - Synchrony Bank	004726	18 -Bryan Pool Concession Supplies- water, hot dog buns, gatorade	Paid by Check # 76230		09/06/2022	09/06/2022	09/16/2022		09/16/2022	30.80
5819 - Synchrony Bank	003689	18 - Bryan Pool Concession Supplies- 7/25/22	Paid by Check # 76230		09/06/2022	09/06/2022	09/16/2022		09/16/2022	68.58
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	6		\$518.06
Program 182006 - Aquatics - Pool Concessions Totals							Invoice Transactions	6		\$518.06
Program 182501 - Frank Southern Center Concession										
Account 52420 - Other Supplies										
53442 - Paragon Micro, INC	S3380910	18 - Bryan Pool Pass Printer Computer	Paid by EFT # 48625		09/06/2022	09/06/2022	09/16/2022		09/16/2022	1,679.99
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$1,679.99
Program 182501 - Frank Southern Center Concession Totals							Invoice Transactions	1		\$1,679.99



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
38 - B & B Food Distributors, INC	350261	18-Cascades Golf Course-hotdogs, cups, mustard, relish	Paid by EFT # 48505		09/06/2022	09/06/2022	09/16/2022		09/16/2022	614.82
8155 - PepsiCo Beverage Sales, LLC	27930514	18 - Cascades Bottled Drinks and BIBs- 8/24/2022	Paid by EFT # 48626		09/06/2022	09/06/2022	09/16/2022		09/16/2022	426.40
5819 - Synchrony Bank	2913	18 - Snack Bar items - Hot dog Buns	Paid by Check # 76230		09/06/2022	09/06/2022	09/16/2022		09/16/2022	13.88
5819 - Synchrony Bank	4393	18 - Candy, peanuts, hot dog buns, water	Paid by Check # 76230		09/06/2022	09/06/2022	09/16/2022		09/16/2022	44.04
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 4			<u>\$1,099.14</u>
Program 183500 - Golf Services Totals							Invoice Transactions 4			<u>\$1,099.14</u>
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	914016584	18 -golf balls-Pinnacle Soft 15-ball	Paid by Check # 76206		09/06/2022	09/06/2022	09/16/2022		09/16/2022	471.24
4072 - Acushnet Company	914059181	18 -golf balls-Titl Pro VI/V1x/Tour Soft	Paid by Check # 76206		09/06/2022	09/06/2022	09/16/2022		09/16/2022	1,236.65
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 2			<u>\$1,707.89</u>
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 2			<u>\$1,707.89</u>
Program 185000 - Twin Lakes Recreation Center										
Account 43220 - Facility Rentals										
Mike White	2022-00001504	18-Refunds	Paid by Check # 76243		09/06/2022	09/06/2022	09/16/2022		09/16/2022	2,200.00
Account 43220 - Facility Rentals Totals							Invoice Transactions 1			<u>\$2,200.00</u>
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial (Rural King)	84833	18 - TLRC Maintenance & Hardware Supplies - (2) Liquid Nails	Paid by Check # 76223		09/06/2022	09/06/2022	09/16/2022		09/16/2022	4.98
4574 - John Deere Financial (Rural King)	83638	18 - TLRC Hardware Supplies - Wooden TR Cabinet Heater	Paid by Check # 76223		09/06/2022	09/06/2022	09/16/2022		09/16/2022	139.99
394 - Kleindorfer Hardware & Variety	760684	18-TLRC-plunger, red reflector	Paid by EFT # 48590		09/06/2022	09/06/2022	09/16/2022		09/16/2022	15.05
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 3			<u>\$160.02</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52765623090622	18-Natural Gas - TLRC- 7/28-8/30/22	Paid by Check # 76205		09/07/2022	09/07/2022	09/07/2022		09/07/2022	112.91
Account 53540 - Natural Gas Totals							Invoice Transactions 1			<u>\$112.91</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53610 - Building Repairs										
298 - Commercial Service Of Bloomington, INC	S231168	18 - TLRC HVAC Repair	Paid by EFT # 48537		09/06/2022	09/06/2022	09/16/2022		09/16/2022	176.00
53657 - Plymate, INC	3119717	18 - TLRC Entry Mat Service-8/31/22	Paid by EFT # 48630		09/06/2022	09/06/2022	09/16/2022		09/16/2022	81.62
Account 53610 - Building Repairs Totals								Invoice Transactions 2		\$257.62
Account 53650 - Other Repairs										
392 - Koorsen Fire & Security, INC	IN00200200	18 - TLRC Panic Button Install	Paid by EFT # 48593		09/06/2022	09/06/2022	09/16/2022		09/16/2022	554.20
Account 53650 - Other Repairs Totals								Invoice Transactions 1		\$554.20
Account 53940 - Temporary Contractual Employee										
1973 - Megan M Stark	090222	18-TLRC Fitness Specialist	Paid by EFT # 48667		09/06/2022	09/06/2022	09/16/2022		09/16/2022	270.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions 1		\$270.00
Program 185000 - Twin Lakes Recreation Center Totals								Invoice Transactions 9		\$3,554.75
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	090122	18-TLRC Fitness Specialist	Paid by EFT # 48507		09/06/2022	09/06/2022	09/16/2022		09/16/2022	187.50
8271 - Morgan Brummett	090122	18- TLRC Group Exercise Instructor Pay	Paid by EFT # 48521		09/06/2022	09/06/2022	09/16/2022		09/16/2022	150.00
7276 - Kaitlyn Clementi	090122	18-TLRC Fitness Specialist	Paid by EFT # 48536		09/06/2022	09/06/2022	09/16/2022		09/16/2022	240.00
8234 - Paetyn Denson	083122	18-TLRC Fitness Specialist	Paid by EFT # 48543		09/06/2022	09/06/2022	09/16/2022		09/16/2022	75.00
8234 - Paetyn Denson	082922	18-TLRC Fitness Specialist	Paid by EFT # 48543		09/06/2022	09/06/2022	09/16/2022		09/16/2022	285.00
7086 - Rivkah L Moore	090222	18-TLRC Fitness Specialist	Paid by EFT # 48615		09/06/2022	09/06/2022	09/16/2022		09/16/2022	343.75
8184 - Emily E Tally	082922	18-TLRC Fitness Specialist	Paid by EFT # 48674		09/06/2022	09/06/2022	09/16/2022		09/16/2022	93.75
7960 - Lauren Wilson (Elae Entertainment Group LLC)	08/23/22	18-TLRC Fitness Specialist	Paid by EFT # 48695		09/06/2022	09/06/2022	09/16/2022		09/16/2022	62.50
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions 8		\$1,437.50
Program 185002 - TLRC-Health & Wellness Totals								Invoice Transactions 8		\$1,437.50
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	6999	18 - Trash bags, batteries, candy	Paid by Check # 76230		09/06/2022	09/06/2022	09/16/2022		09/16/2022	17.98
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$17.98



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	33ZNCI-DUNBAR	18-Southwest-B. Dunbar-NRPA Conf-Phoenix, AZ	Paid by Check # 76213		09/06/2022	09/06/2022	09/16/2022		09/16/2022	1,064.96
Account 53230 - Travel Totals							Invoice Transactions 1			\$1,064.96
Program 186500 - Community Events Totals							Invoice Transactions 2			\$1,082.94
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
5705 - Canku Luta, INC	2939	18-Market Bucks and Gift Certificates	Paid by EFT # 48524		09/06/2022	09/06/2022	09/16/2022		09/16/2022	15.00
3960 - Cortland V Carrington (Farmers Market Only)	2926	18-Market Bucks and Gift Certificates	Paid by EFT # 48526		09/06/2022	09/06/2022	09/16/2022		09/16/2022	25.00
6431 - Alvin M Fisher	2936	18-Market Bucks and Gift Certificates	Paid by EFT # 48556		09/06/2022	09/06/2022	09/16/2022		09/16/2022	10.00
18520 - Kevin L Graber	2933	18-Market Bucks and Gift Certificates	Paid by EFT # 48562		09/06/2022	09/06/2022	09/16/2022		09/16/2022	110.00
12527 - Hoosier Honey	2924	18-Market Bucks and Gift Certificates	Paid by EFT # 48570		09/06/2022	09/06/2022	09/16/2022		09/16/2022	20.00
52276 - Hunter's Honey Farm	2934	18-Market Bucks and Gift Certificates	Paid by EFT # 48573		09/06/2022	09/06/2022	09/16/2022		09/16/2022	60.00
5200 - Chester L Lehman (Olde Lane Orchard)	2937	18-Market Bucks and Gift Certificates	Paid by EFT # 48596		09/06/2022	09/06/2022	09/16/2022		09/16/2022	95.00
4281 - Living Roots, INC	2919	18-Market Bucks and Gift Certificates	Paid by EFT # 48598		09/06/2022	09/06/2022	09/16/2022		09/16/2022	150.00
14571 - Melvin E Reeves	2928	18-Market Bucks and Gift Certificates	Paid by EFT # 48638		09/06/2022	09/06/2022	09/16/2022		09/16/2022	65.00
12422 - Kip Schlegel	2927	18-Market Bucks and Gift Certificates	Paid by EFT # 48651		09/06/2022	09/06/2022	09/16/2022		09/16/2022	10.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2922	18-Market Bucks and Gift Certificates	Paid by EFT # 48657		09/06/2022	09/06/2022	09/16/2022		09/16/2022	25.00
6618 - James Sigman	2938	18-Market Bucks and Gift Certificates	Paid by EFT # 48658		09/06/2022	09/06/2022	09/16/2022		09/16/2022	25.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	2931	18-Market Bucks and Gift Certificates	Paid by EFT # 48660		09/06/2022	09/06/2022	09/16/2022		09/16/2022	60.00
6623 - Twilight Dairy, LLC	2925	18-Market Bucks and Gift Certificates	Paid by EFT # 48684		09/06/2022	09/06/2022	09/16/2022		09/16/2022	65.00
Account 47230 - Gift Certificate Totals							Invoice Transactions 14			\$735.00
Account 47240 - EBT Market Bucks										
5705 - Canku Luta, INC	2939	18-Market Bucks and Gift Certificates	Paid by EFT # 48524		09/06/2022	09/06/2022	09/16/2022		09/16/2022	21.00



Board of Park Commissioners Claim Register

Invoice Date Range 09/03/22 - 09/16/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
3960 - Cortland V Carrington (Farmers Market Only)	2926	18-Market Bucks and Gift Certificates	Paid by EFT # 48526		09/06/2022	09/06/2022	09/16/2022		09/16/2022	33.00
6431 - Alvin M Fisher	2936	18-Market Bucks and Gift Certificates	Paid by EFT # 48556		09/06/2022	09/06/2022	09/16/2022		09/16/2022	48.00
18520 - Kevin L Graber	2933	18-Market Bucks and Gift Certificates	Paid by EFT # 48562		09/06/2022	09/06/2022	09/16/2022		09/16/2022	120.00
18520 - Kevin L Graber	2935	18-Market Bucks	Paid by EFT # 48562		09/06/2022	09/06/2022	09/16/2022		09/16/2022	114.00
12527 - Hoosier Honey	2924	18-Market Bucks and Gift Certificates	Paid by EFT # 48570		09/06/2022	09/06/2022	09/16/2022		09/16/2022	96.00
52276 - Hunter's Honey Farm	2934	18-Market Bucks and Gift Certificates	Paid by EFT # 48573		09/06/2022	09/06/2022	09/16/2022		09/16/2022	318.00
5200 - Chester L Lehman (Olde Lane Orchard)	2937	18-Market Bucks and Gift Certificates	Paid by EFT # 48596		09/06/2022	09/06/2022	09/16/2022		09/16/2022	168.00
4281 - Living Roots, INC	2919	18-Market Bucks and Gift Certificates	Paid by EFT # 48598		09/06/2022	09/06/2022	09/16/2022		09/16/2022	693.00
8141 - Andy Christian Manansala (Pinoy Garden Cafe)	2923	18-Market Bucks	Paid by EFT # 48604		09/06/2022	09/06/2022	09/16/2022		09/16/2022	12.00
5079 - Louise Miracle (dba Pie First Bakery)	2929	18-Market Bucks	Paid by EFT # 48612		09/06/2022	09/06/2022	09/16/2022		09/16/2022	24.00
14571 - Melvin E Reeves	2928	18-Market Bucks and Gift Certificates	Paid by EFT # 48638		09/06/2022	09/06/2022	09/16/2022		09/16/2022	114.00
12430 - Luke Rhodes	2920	18-Market Bucks	Paid by EFT # 48641		09/06/2022	09/06/2022	09/16/2022		09/16/2022	81.00
12422 - Kip Schlegel	2927	18-Market Bucks and Gift Certificates	Paid by EFT # 48651		09/06/2022	09/06/2022	09/16/2022		09/16/2022	12.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2922	18-Market Bucks and Gift Certificates	Paid by EFT # 48657		09/06/2022	09/06/2022	09/16/2022		09/16/2022	33.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2932	18-Market Bucks	Paid by EFT # 48657		09/06/2022	09/06/2022	09/16/2022		09/16/2022	60.00
6618 - James Sigman	2938	18-Market Bucks and Gift Certificates	Paid by EFT # 48658		09/06/2022	09/06/2022	09/16/2022		09/16/2022	177.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	2931	18-Market Bucks and Gift Certificates	Paid by EFT # 48660		09/06/2022	09/06/2022	09/16/2022		09/16/2022	636.00
6623 - Twilight Dairy, LLC	2925	18-Market Bucks and Gift Certificates	Paid by EFT # 48684		09/06/2022	09/06/2022	09/16/2022		09/16/2022	141.00
12425 - David W Widner	2921	18-Market Bucks	Paid by Check # 76233		09/06/2022	09/06/2022	09/16/2022		09/16/2022	18.00
12425 - David W Widner	2930	18-Market Bucks	Paid by Check # 76233		09/06/2022	09/06/2022	09/16/2022		09/16/2022	36.00
Account 47240 - EBT Market Bucks Totals									Invoice Transactions 21	\$2,955.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	6999	18 - Trash bags, batteries, candy	Paid by Check # 76230		09/06/2022	09/06/2022	09/16/2022		09/16/2022	18.98
Account 52420 - Other Supplies Totals Invoice Transactions 1										<u>\$18.98</u>
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2454	18- Farmers' Market Security - Aug 2022 (4 days)	Paid by EFT # 48605		09/06/2022	09/06/2022	09/16/2022		09/16/2022	368.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>\$368.00</u>
Program 186503 - Community Events-Farmers' Market Totals Invoice Transactions 37										<u>\$4,076.98</u>
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
5595 - David A Bruker	081822	18- 75 Minute Performance at Bryan Park for Performing Arts	Paid by EFT # 48520		09/06/2022	09/06/2022	09/16/2022		09/16/2022	450.00
5153 - Ross E Eiler	7/20/2022	18- 75 Minute Performance-Bryan Park-Performing Arts-9/4/22	Paid by EFT # 48548		09/06/2022	09/06/2022	09/16/2022		09/16/2022	1,000.00
8105 - Anneliese Klausing (Anneliese & Ali)	PERFORM-08262022	18- Opening Performance at Switchyard Park for Performing Arts	Paid by EFT # 48589		09/06/2022	09/06/2022	09/16/2022		09/16/2022	300.00
8167 - David Patrick Obemeyer (The SuperChief band)	8/30/22	18- 75 Minute Performance-Bryan Park -Performing Arts-7/10/22	Paid by EFT # 48622		09/06/2022	09/06/2022	09/16/2022		09/16/2022	400.00
8213 - Tomas Lozano Ramos	1128	18-75 Minute Performance-Bryan Park-Performing Arts-7/24/22	Paid by EFT # 48635		09/06/2022	09/06/2022	09/16/2022		09/16/2022	450.00
4976 - Lewis Rogers	9-6-22	18-75 Minute Performance-Switchyard Pk-Performing Art-9/2/22	Paid by EFT # 48646		09/06/2022	09/06/2022	09/16/2022		09/16/2022	800.00
8139 - Henry Earl Ruff	INV-8.26.2022	18- 75 Minute Performance at Switchyard Park for Performing Arts	Paid by EFT # 48648		09/06/2022	09/06/2022	09/16/2022		09/16/2022	2,000.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
8320 - The Brothers Footman	100	18-75 Minute Performance-Switchyard Pk Performing Arts-7/22/22	Paid by EFT # 48676		09/06/2022	09/06/2022	09/16/2022		09/16/2022	1,200.00
8162 - Sophie Williams	8/21/22	18-75 Minute Performance-Bryan Park-Performing Arts-8/21/22	Paid by EFT # 48694		09/06/2022	09/06/2022	09/16/2022		09/16/2022	850.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 9			\$7,450.00
Program 186506 - Performing Art Series Totals							Invoice Transactions 9			\$7,450.00
Program 187001 - Adult Sports-Softball										
Account 52420 - Other Supplies										
798 - Winters Associates Promotional Products, INC	114397	18- TLSP Spring 2022 T-Shirt Awards	Paid by EFT # 48697		09/06/2022	09/06/2022	09/16/2022		09/16/2022	634.97
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$634.97
Account 53940 - Temporary Contractual Employee										
20105 - Brandon B Chambers	082822	18- TLSP Umpire- 8/16-8/28/22	Paid by EFT # 48531		09/06/2022	09/06/2022	09/16/2022		09/16/2022	375.00
7147 - Keith E Crittenden	082422	18-Adult Softball Umpire-8/18-8/24/22	Paid by EFT # 48541		09/06/2022	09/06/2022	09/16/2022		09/16/2022	375.00
17565 - Michael B Hicks (Contractual)	082822	18-Adult Softball Umpire	Paid by EFT # 48568		09/06/2022	09/06/2022	09/16/2022		09/16/2022	375.00
7758 - Timothy R Louis	082522	18-Adult Softball Umpire	Paid by EFT # 48600		09/06/2022	09/06/2022	09/16/2022		09/16/2022	75.00
557 - Vicki Lynn Minder	082122	18-Adult Softball Umpire	Paid by EFT # 48611		09/06/2022	09/06/2022	09/16/2022		09/16/2022	400.00
6526 - Craig T Sparks	082822	18-Adult Softball Umpire-8/21-8/28/22	Paid by EFT # 48664		09/06/2022	09/06/2022	09/16/2022		09/16/2022	275.00
4939 - Charles W Stone	082822	18-Adult Softball Umpire-8/16-8/28/22	Paid by EFT # 48669		09/06/2022	09/06/2022	09/16/2022		09/16/2022	525.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 7			\$2,400.00
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 8			\$3,034.97
Program 189000 - Operations										
Account 52420 - Other Supplies										
4055 - County Line Companies, LLC (dba Play Pros)	3908	18-(1) Memorial Bench for Bryan Park	Paid by EFT # 48539		09/06/2022	09/06/2022	09/16/2022		09/16/2022	2,247.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$2,247.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
19741 - Mader Design, LLC	1567	18- Rogers Family Park Design	Paid by EFT # 48602		09/06/2022	09/06/2022	09/16/2022		09/16/2022	500.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$500.00
Program 189000 - Operations Totals								Invoice Transactions	2	\$2,747.00
Program 189006 - Switchyard Property										
Account 43220 - Facility Rentals										
Hannah Harpenau	2022-00001419	18-Refunds	Paid by Check # 76240		09/06/2022	09/06/2022	09/16/2022		09/16/2022	200.00
Account 43220 - Facility Rentals Totals								Invoice Transactions	1	\$200.00
Account 52110 - Office Supplies										
3733 - BlueTarp Financial, INC (Northern Tool)	50717617	18 SYP Rectangle Table Cart	Paid by EFT # 48517		09/06/2022	09/06/2022	09/16/2022		09/16/2022	568.67
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$568.67
Account 52420 - Other Supplies										
7762 - Advanced Sports Supply LLC	676	18 SYP Qty 14, 10' PVS Sports Panel Fencing	Paid by EFT # 48495		09/06/2022	09/06/2022	09/16/2022		09/16/2022	3,910.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$3,910.00
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	88689	18- Playground Safety Inspector Certification Virtual -Tull	Paid by Check # 76213		09/06/2022	09/06/2022	09/16/2022		09/16/2022	650.00
Account 53160 - Instruction Totals								Invoice Transactions	1	\$650.00
Program 189006 - Switchyard Property Totals								Invoice Transactions	4	\$5,328.67
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	59418	18-(5)18- 16"x16" limestone plaques for Memorial Trees	Paid by EFT # 48552		09/06/2022	09/06/2022	09/16/2022		09/16/2022	2,075.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$2,075.00
Program 189503 - Urban Forestry Totals								Invoice Transactions	1	\$2,075.00
Program G17014 - Youth & Adolescent Physical Actv										
Account 53990 - Other Services and Charges										
203 - INDIANA UNIVERSITY	91077561	18- IU instructors for All Kids Swim-6/6-7/21/22	Paid by Check # 76222		09/06/2022	09/06/2022	09/16/2022		09/16/2022	2,750.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$2,750.00
Program G17014 - Youth & Adolescent Physical Actv Totals								Invoice Transactions	1	\$2,750.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program G20010 - 2020 NRPA Nutrition Hub										
Account 52420 - Other Supplies										
6980 - Lauren E McCalister	014	18- Garden Program at Banneker-9/1/2022	Paid by EFT # 48606		09/06/2022	09/06/2022	09/16/2022		09/16/2022	780.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>780.00</u>
Account 53990 - Other Services and Charges										
6980 - Lauren E McCalister	014	18- Garden Program at Banneker-9/1/2022	Paid by EFT # 48606		09/06/2022	09/06/2022	09/16/2022		09/16/2022	1,313.60
6980 - Lauren E McCalister	083122	18 Garden Program at Banneker	Paid by EFT # 48606		09/06/2022	09/06/2022	09/16/2022		09/16/2022	869.44
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	<u>\$2,183.04</u>
Program G20010 - 2020 NRPA Nutrition Hub Totals									Invoice Transactions 3	<u>\$2,963.04</u>
Program G21015 - 2021-2024 Leonard Sp Nature Days										
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	0S0302900296	18-LSND Volunteer Snacks-9/5/22	Paid by EFT # 48514		09/06/2022	09/06/2022	09/16/2022		09/16/2022	30.74
5099 - Office Three Sixty, INC	2357143	18- Batteries and sticky notes, Paper (Blue and Green)	Paid by EFT # 48624		09/06/2022	09/06/2022	09/16/2022		09/16/2022	52.28
Account 52420 - Other Supplies Totals									Invoice Transactions 2	<u>\$83.02</u>
Program G21015 - 2021-2024 Leonard Sp Nature Days Totals									Invoice Transactions 2	<u>\$83.02</u>
Program G22012 - 2022 Bannaker Nature Days										
Account 53990 - Other Services and Charges										
205 - City Of Bloomington	18-2022-09	18-Banneker Nature Club Bus Transportation-22 trips	Paid by Check # 76209		09/06/2022	09/06/2022	09/16/2022		09/16/2022	660.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$660.00</u>
Program G22012 - 2022 Bannaker Nature Days Totals									Invoice Transactions 1	<u>\$660.00</u>
Program G22016 - 2022-23 Griffy Lake Nature Days										
Account 52420 - Other Supplies										
5099 - Office Three Sixty, INC	2357143	18- Batteries and sticky notes, Paper (Blue and Green)	Paid by EFT # 48624		09/06/2022	09/06/2022	09/16/2022		09/16/2022	49.90
5099 - Office Three Sixty, INC	2357143B2	18- blue paper for Griffy	Paid by EFT # 48624		09/06/2022	09/06/2022	09/16/2022		09/16/2022	17.18
Account 52420 - Other Supplies Totals									Invoice Transactions 2	<u>\$67.08</u>
Program G22016 - 2022-23 Griffy Lake Nature Days Totals									Invoice Transactions 2	<u>\$67.08</u>
Department 18 - Parks & Recreation Totals									Invoice Transactions 109	<u>\$44,086.74</u>
Fund 201 - Parks and Rec Non Reverting Totals									Invoice Transactions 109	<u>\$44,086.74</u>



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Invoice Date Range 09/03/22 - 09/16/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 977 - Parks 2016 GO Bond Proceeds										
Department 18 - Parks & Recreation										
Program 18016A - 2016 A FSC BBC Golf Rose Goat										
Account 54510 - Other Capital Outlays										
656 - B&L Sheet Metal and Roofing, INC	1685275	18-Downspout replacement @ Banneker Community Center	Paid by EFT # 48506		09/06/2022	09/06/2022	09/16/2022		09/16/2022	950.00
11611 - Woods Electrical Contractors, INC	2206CASMAIN	18- Cascades Golf light pole and meter purchase/installation	Paid by EFT # 48698		09/06/2022	09/06/2022	09/16/2022		09/16/2022	1,475.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$2,425.00
Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals							Invoice Transactions	2		\$2,425.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	2		\$2,425.00
Fund 977 - Parks 2016 GO Bond Proceeds Totals							Invoice Transactions	2		\$2,425.00
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
5641 - AZTEC Engineering Group, INC	201024	18- Duke Power Line Trail Design	Paid by EFT # 48504		09/06/2022	09/06/2022	09/16/2022		09/16/2022	1,200.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$1,200.00
Program 18018A - 7th St Green Way, RCA Power Line Totals							Invoice Transactions	1		\$1,200.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$1,200.00
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	1		\$1,200.00
Grand Totals							Invoice Transactions	231		\$123,613.25

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
09/16/22	Claims				\$123,613.25
					<u>\$123,613.25</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$123,613.25 9/16/2022

Dated this 12th day of Sept. year of 20 22.

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

Fiscal Office Cheryl Sililand

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/23/2022	Payroll				171,569.04
					<u>171,569.04</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 171,569.04

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2021	2021	2021	2021	2022	2022	2022	
August	Total	Expenses	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	<u>Expense</u>	as of	as of	Spent	<u>Expense</u>	as of	Spent	%
	<u>Budget</u>	<u>December</u>	<u>August</u>	<u>to date</u>	<u>Budget</u>	<u>August</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	717,168	759,357	588,023	77.44%	813,903	581,247	71.41%	-1.15%
Health & Wellness	86,927	85,291	57,476	67.39%	94,977	41,307	43.49%	-28.13%
Community Relations	498,198	425,810	223,894	52.58%	510,923	195,597	43.82%	-12.64%
Aquatics	293,257	346,262	265,650.65	76.72%	424,371	302,628	71.31%	13.92%
Frank Southern Center	369,516	298,585	139,141.45	46.60%	387,393	208,843	53.91%	50.09%
Golf Services	720,425	720,027	466,733	64.82%	833,792	534,741	64.13%	14.57%
Natural Resources	390,401	354,656	230,198	64.91%	420,230	216,736	51.58%	-5.85%
Youth Programs	73,773	70,670	50,983	72.14%	77,162	48,063	62.29%	-5.73%
TLRC	278,629	277,365	186,272	67.16%	305,962	175,178	57.25%	-5.96%
Community Events	418,379	399,752	274,954	68.78%	576,608	334,511	58.01%	21.66%
Adult Sports	244,078	246,990	159,546	64.60%	325,324	139,296	42.82%	-12.69%
Youth Sports	231,548	283,170	163,712	57.81%	310,858	187,680	60.37%	14.64%
BBCC	419,321	340,689	248,584	72.96%	434,110	201,704	46.46%	-18.86%
Inclusive Recreation	89,535	75,170	53,997	71.83%	92,832	49,721	53.56%	-7.92%
Operations	1,865,916	1,750,670	1,149,261	65.65%	1,757,328	1,116,777	63.55%	-2.83%
Switchyard Property	410,662	423,326	211,905	50.06%	676,749	252,637	37.33%	19.22%
Landscaping	654,879	571,940	336,300	58.80%	886,913	406,630	45.85%	20.91%
Cemeteries	214,404	194,503	130,958	67.33%	398,487	264,043	66.26%	101.62%
Urban Forestry	501,313	394,933	236,099	59.78%	530,277	224,633	42.36%	-4.86%
Recover Forward	0	0		0.00%	0		0.00%	0.00%
General Fund total:	8,478,330	8,019,168	5,173,689	64.52%	9,858,200	5,481,971	55.61%	5.96%
Non-Reverting Fund								
Administration	18,550	7,167	5,146	71.80%	12,800	1,033	8.07%	-79.93%
Health & Wellness	2,450	4,789	2,225	46.47%	4,005	513	12.80%	-76.96%
Community Relations	5,350	720	530	73.62%	5,350	712	13.30%	34.26%
Aquatics	55,544	37,873	56,399	148.92%	57,518	55,381	96.29%	-1.81%
Frank Southern Center	87,669	42,037	39,856	94.81%	88,282	37,308	42.26%	-6.39%
Golf Services	126,758	147,617	110,099	74.58%	136,759	118,709	86.80%	7.82%
Natural Resources	70,610	24,037	36,206	150.62%	81,710	44,564	54.54%	23.08%
Youth Programs	214,782	121,851	53,650	44.03%	69,137	74,687	108.03%	39.21%
*TLRC - day to day	633,489	468,075	510,518	109.07%	555,814	365,875	65.83%	-28.33%
Community Events	216,119	163,645	90,481	55.29%	226,836	70,991	31.30%	-21.54%
Adult Sports	135,504	82,919	75,019	90.47%	78,515	78,125	99.50%	4.14%
Youth Sports	9,578	8,563	28,597	333.97%	9,791	5,538	56.56%	-80.63%
BBCC	2,560	6,731	2,730	40.56%	2,560	15,705	613.49%	475.28%
Inclusive Recreation	0	0		0.00%	0	0	0.00%	0.00%
Operations	46,110	83,807	57,720	68.87%	141,758	30,720	21.67%	-46.78%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,672	24,964	49,160	196.93%	27,558	5,652	20.51%	-88.50%
Landscaping (CCC Prop.)	0	0	197	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	6,350	2,320	600	25.88%	12,650	240	1.89%	-60.09%
N-R Fund subtotal:	1,659,093	1,227,117	1,119,136	91.20%	1,511,043	905,753	59.94%	-19.07%
TLRC - bond	474,100	474,013	236,306	49.85%	474,213	474,213	100.00%	0.00%
N-R Fund total:	2,133,193	1,701,129	1,355,442	79.68%	1,985,255	1,379,966	69.51%	1.81%
Other Misc Funds								

16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn			2,079					
20-21 MCCSC 21st Com Learn			14,467					
2021 MCCSC 21st Grant						16,370		
Community Banneker Bus								
Duke Arbor Day						3,905		
G15008 Summer Food Pr	11,115		12,898					
G15009 Nature Days S/Star								
Griffy Lake Nature Day			2,237			4,223		
Wapehani I-69 Mitigation								
Leonard Springs Nature			3,073			3,948		
Banneker Nature Day			3,109			3,397		
NRPA Nutrition Hub			5,345			21,270		
Kaboom Play								
Youth & Adolescent Phy Act			8,004			2,933		
Goat Farm								
Giffy LARE			4,299					
Deer Cull								
Banneker ROI			13,979					
Other Misc Funds total:	11,115	0	69,488	0.00%	0	56,047		
TOTAL ALL FUNDS	10,622,638	9,537,723	6,598,619	69.18%	11,843,455	6,917,984	58.41%	4.84%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues August 2022								
	2021	2021	2021	2021	2022	2022	2022	
	Projected	Revenue	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	as of	as of	Collected	Revenue	as of	Collected	%
	<u>for year</u>	<u>December</u>	<u>August</u>	<u>to date</u>	<u>for year</u>	<u>August</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,540,158	7,742,919	4,482,467	57.89%	6,542,219	4,400,949	67.27%	-1.82%
Administration	500	388	388	100.00%	500	421	84.20%	8.39%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	186,600	168,091	165,755	98.61%	181,000	182,980	101.09%	10.39%
Frank Southern	215,100	105,137	10,734	10.21%	213,000	115,835	54.38%	979.15%
Golf Services	572,000	854,919	646,798	75.66%	699,000	660,008	94.42%	2.04%
Natural Resources	0	45	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	12,900	5,908	3,230	10.56%	13,500	7,329	54.29%	126.89%
Adult Sports	48,500	30,600	30,600	100.00%	16,000	28,065	175.41%	-8.28%
Youth Sports	39,800	32,909	15,734	47.81%	25,500	28,572	112.05%	81.59%
BBCC	15,000	15,789	12,613	79.88%	15,000	5,249	34.99%	-58.38%
Operations	0	0	0	0.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	28,150	41,725	33,225	79.63%	35,000	30,500	87.14%	-8.20%
Urban Forestry	0	75		0.00%	0	0	0.00%	0.00%
Recover Forward	0	0		0.00%	0	0	0.00%	0.00%
Subtotal Program Rev	1,118,550	1,255,585	919,077	73.20%	1,198,500	1,058,959	88.36%	15.22%
General Fund Total	7,658,708	8,998,503	5,401,543	60.03%	7,740,719	5,459,908	70.53%	1.08%
Non-Reverting Fund								
Administration	35,600	22,699	7,730	34.06%	35,600	138,322	388.55%	1689.31%
Health & Wellness	3,250	4,744	2,668	56.24%	6,450	1,993	30.90%	-25.31%
Community Relations	5,400	2,822	1,632	57.83%	3,000	4,900	163.33%	200.27%
Aquatics	85,503	84,190	84,854	100.79%	80,000	72,155	90.19%	-14.97%
Frank Southern	102,200	54,299	-9,377	-17.27%	91,300	25,281	27.69%	-369.61%
Golf Services	149,300	233,894	160,794	68.75%	163,000	165,448	101.50%	2.89%
Natural Resources	71,400	49,369	47,064	95.33%	71,400	54,354	76.13%	15.49%
Youth Programs	246,740	141,789	134,933	95.16%	163,500	164,239	100.45%	21.72%
*TLRC -Operational	730,428	596,325	329,275	55.22%	599,625	575,222	95.93%	74.69%
Community Events	192,459	130,293	110,098	84.50%	139,740	119,950	85.84%	8.95%
Adult Sports	138,300	94,849	80,256	84.61%	54,500	86,899	159.45%	8.28%
Youth Sports	3,502	7,520	3,609	48.00%	8,000	3,428	42.85%	-5.04%
BBCC	7,600	9,571	9,128	95.37%	7,600	5,240	68.94%	-42.60%
Operations	68,900	131,747	97,624	74.10%	68,900	74,717	108.44%	-23.46%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard	31,500	51,346	27,047	52.68%	41,500	45,450	109.52%	68.04%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,500	9,875	7,200	72.91%	14,600	14,200	97.26%	97.22%
N-R Fund subtotal:	1,881,982	1,625,332	1,094,536	67.34%	1,549,115	1,551,797	100.17%	41.78%
Other Misc Funds								

G18-19 MCCSC 21st Co	30,000							
G19-20 MCCSC 21st Co	14,210							
G20-21 MCCSC 21st		13,840	13,840					
G21 MCCSC 21st		9,162				17,496		
G14009 Summer Food C	27,864	11,631	11,631			-2,866		
Communit Banneker Bus	45,000							
Kaboom Play Everywhere								
NRPA Nutrition Hub		35,000	35,000			5,000		
Duke Arbor Day						4,050		
Griffy LARE Veg. Mgt		5,499	2,800					
G15008 Leonard Spring		12,245						
G15009 Griffy Nature Days		2,231	2,231			4,328		
(902) Rose Hill Trust		120						
Banneker ROI								
Banneker Nature Days		3,109	4,860			4,860		
Yth & Adolescent Phy Ac	8,000	8,467	6,341			2,915		
Nature Days Star								
2019 Deer Cull IN DNR C	25,000	25,000	25,000			23,389		
Other Misc Funds total:	150,074	126,305	101,703		0	59,172		
TOTAL ALL FUNDS	9,690,764	10,750,140	6,597,782	61.37%	9,289,834	7,070,877	76.11%	7.17%

Non-Reverting Cash B	1	2	3	4	5	6	7
	Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
	Balance	as of	Misc.	as of	from	Revenue	Balance
	1/1/2022	8/31/2022	revenue	8/31/2022	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	278,693.84	138,322.15		1,032.75		137,289.40	415,983.24
Health & Wellness	14,839.13	1,992.75		512.79		1,479.96	16,319.09
Community Relations	36,781.63	4,900.00		711.80		4,188.20	40,969.83
Aquatics	358,145.31	72,154.68		55,380.92		16,773.76	374,919.07
Frank Southern Center	157,882.22	25,280.70		37,308.43		(12,027.73)	145,854.49
Golf Course	248,428.81	165,447.89		118,708.92		46,738.97	295,167.78
Natural Resources	354,568.40	54,353.57		44,563.79		9,789.78	364,358.18
Allison Jukebox	310,130.67	164,238.86		74,686.87		89,551.99	399,682.66
TLRC	(2,679,828.93)	513,099.05		840,088.33		(326,989.28)	(3,006,818.21)
TLRC Reserve	730,333.74	62,122.70		0.00		62,122.70	792,456.44
Community Events	510,539.99	119,950.06		70,991.24		48,958.82	559,498.81
Adult Sports	14,181.56	86,899.10		78,125.26		8,773.84	22,955.40
Youth Sports	5,155.50	3,427.68		5,538.12		(2,110.44)	3,045.06
Skate Park	575.42	0		0.00		5,239.70	5,815.12
Benjamin Banneker Cor	67,391.42	5239.7		15,705.33		(10,465.63)	51,686.09
Childcare Program	(1,399.03)	0.00		0.00		0.00	(1,399.03)
Operations	242,465.81	74,717.31		30,719.77		43,997.54	286,463.35
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	250,311.69	45,450.45		5,652.40		39,798.05	290,109.74
Landscaping	13,454.36	0.00		0.00		0.00	13,454.36
Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
Urban Forestry	36,031.73	14,200.00		239.64		13,960.36	49,992.09
Change Fund	0.00	0.00		0.00		0.00	0.00
Deposits	0.00	0.00		0.00		0.00	0.00
TOTALS	956,174.06	1,551,796.65	0.00	1,379,966.36	0.00	177,069.99	1,128,004.35
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds							171,830.29
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.							INCREASE/DECREASE FOR THE CURRENT

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
08/05/2022	2108822	6	AR	270001_G	Th. Men's Comp 0 HR æ Teams playi	Refund Now	grabowsm	607.50	0.00	607.50
08/05/2022	2109171	6	AR	240009_A	Bee a Good Neighbor (240009-A)	Refund Now	grabowsm	5.00	0.00	5.00
08/05/2022	2109171	6	AR	240009_A	Bee a Good Neighbor (240009-A)	Refund Now	grabowsm	5.00	0.00	5.00
08/05/2022	2109171	6	AR	240009_A	Bee a Good Neighbor (240009-A)	Refund Now	grabowsm	5.00	0.00	5.00
08/05/2022	2109171	6	AR	240009_A	Bee a Good Neighbor (240009-A)	Refund Now	grabowsm	5.00	0.00	5.00
08/05/2022	2109171	6	AR	240009_A	Bee a Good Neighbor (240009-A)	Refund Now	grabowsm	5.00	0.00	5.00
08/09/2022	2112005	4	AR	340002_A	Harvest Moon Hike (340002-A)	Refund Now	PHILBECE	6.00	0.00	6.00
08/09/2022	2112005	4	AR	340002_A	Harvest Moon Hike (340002-A)	Refund Now	PHILBECE	6.00	0.00	6.00
08/10/2022	2112762	6	FR	SHELT_BRYPK_	Bryan Woodlawn on 08/29/2022 at 6:	Refund Now	grabowsm	69.00	0.00	69.00
08/11/2022	2113444	6	AR	240016_E	SUP Yoga (240016-E)	Refund Now	grabowsm	19.00	0.00	19.00
08/12/2022	2114134	6	AR	350301_A	Age 5-6 (350301-A)	Refund Now	grabowsm	75.00	0.00	75.00
08/12/2022	2114134	6	AR	350301_B	Age 7-9 (350301-B)	Refund Now	grabowsm	75.00	0.00	75.00
08/16/2022	2117361	6	AR	340007_A	Full Moon Night Hike (340007-A)	Refund Now	grabowsm	6.00	0.00	6.00
08/16/2022	2117361	6	AR	340007_A	Full Moon Night Hike (340007-A)	Refund Now	grabowsm	6.00	0.00	6.00
08/22/2022	2121337	3	FR	SHELT_BRYPK_	Bryan Woodlawn on 09/24/2022 at 6:	Refund Now	HALTI	84.00	0.00	84.00
08/22/2022	2121440	6	AR	240013_A	Outdoor Art & Nature Crafts (240013-	Refund Now	grabowsm	8.00	0.00	8.00
08/22/2022	2121556	6	AR	350301_A	Age 5-6 (350301-A)	Refund Now	grabowsm	75.00	0.00	75.00
08/29/2022	2126646	3	FR	SHELT_CASPK_	Sycamore Shelter on 09/27/2022 at	Refund Now	HALTI	79.00	0.00	79.00
08/29/2022	2126749	6	FR	SHELT_CASPK_	Sycamore Shelter on 08/27/2022 at	Refund Now	grabowsm	47.00	0.00	47.00
08/29/2022	2126881	6	FR	SHELT_BRYPK_	Bryan Woodlawn on 09/12/2022 at 6:	Refund Now	grabowsm	69.00	0.00	69.00
08/31/2022	2128482	3	AR	365001_A	Twilight tour (365001-A)	Refund Now	HALTI	11.00	0.00	11.00
08/31/2022	2128482	3	AR	365001_A	Twilight tour (365001-A)	Refund Now	HALTI	12.00	0.00	12.00

Report Summary Totals

Total Refund Records:	22
Total Fees Refunded:	1,279.50
Total Tax Refunded:	0.00
Total Amount Refunded:	1,279.50

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:	08/01/2022 - Actual Date 08/01/2022
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	08/31/2022 - Actual Date 08/31/2022
End Trip:	<u>ZZZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Service Item:	<u>ZZZZZZZZZZ</u>
End Locker:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	500

Bloomington Parks and Recreation Surplus Declaration Form

Sep-22

Sep-22

[illegible]



STAFF REPORT

Agenda Item: A-7
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Division Director
DATE: September 27, 2022
SUBJECT: CONTRACT WITH THE VALUE FENCE COMPANY TO INSTALL A NEW FENCE AT THE BRYAN PARK TENNIS COURT

Recommendation

Staff recommends approval of an installing 10-foot tall green chain link fence on the north side of the Bryan Park tennis court. Funding source for this is 201-18-187002-53990, contract amount is \$3,985.

Background

The Bryan Park Tennis court north side fence is very aged and needs to be replaced. The fencing is sticking out where people can get caught up or tripped or possibly injured. There is a big hole in the fence, and tennis balls can go out of the fence and into traffic.



RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read 'S. Kido', written over a faint horizontal line.

Satoshi Kido, Sports Division Director

2021-January

AGREEMENT (CONTRACT)
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Value Fence Company
FOR
Bryan Park tennis court, north side fence replacement

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

WITNESSETH:

WHEREAS, the Department wishes to replace Bryan Park Tennis court fence (north side); and

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

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

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

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

Article 1. Scope of Services

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

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Three thousand nine hundred eighty five dollars (\$3,985). 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:

Satoshi Kido
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Value Fence Company
Attn: Satoshi Kido	Kirk Mullis
401 N. Morton, Suite 250	7122 W. Dinsmore Road
Bloomington, Indiana 47402	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.

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

CITY OF BLOOMINGTON

Value Fence Company

Beth Cate, Corporation Counsel

Signature

Paula McDevitt, Director
Parks and Recreation Department

Print Name and Title

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

CITY OF BLOOMINGTON	
Legal Department	
Reviewed By:	<u>BEN</u>
DATE:	<u>9/14/23</u>

The Services shall include the following: installing a new 10-foot tall green chain link fence on the north side of the Bryan park tennis court.



EXHIBIT B

“Project Schedule”

Project completion prior to December 31, 2022.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Contractor

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-8
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Division Director
DATE: September 27 2022
SUBJECT: REVIEW/APPROVAL OF CATALENT INDIANA, LLC USE OF TWIN LAKES
SOFTBALL PARKING LOT ADDENDUM NUMBER 3

Recommendation

Staff recommends approval of this addendum which is the third addendum. No funds are exchanged in this agreement.

Background

The Department entered into an agreement with Catalent Indiana, LLC in December 2020 where Catalent was granted use of Twin Lakes Softball Parking lot.

The original agreement terminated on March 15, 2021. The previous addendums extended the agreement to September 30, 2022 and limited the use of spaces to 100 and not during 5pm-11pm and no use during Saturdays and Sundays. Those restrictions allowed the Department to continue use for normal activity during league and tournament play.

This addendum extends the agreement to December 31, 2022 and specifies use of only the lower lot immediately adjacent to the softball fields. Catalent has acquired more property and is building it for the purpose of parking. Using this space is not ideal for the employees or the employer.

RESPECTFULLY SUBMITTED,

Satoshi Kido
Division Director Sports

**ADDENDUM
TO
AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CATALENT INDIANA, LLC
FOR
PARKING SPACE USE AT TWIN LAKES SPORTS PARK**
(Entered in this _____ day of _____, 2022)

WHEREAS, on or about **December 8, 2020**, the City of Bloomington Department of Parks and Recreation (the "Department") and Catalent Indiana, LLC ("Catalent") entered into an Agreement to use parking space at Twin Lakes Sports Park; and

WHEREAS, on or about March 1, 2022 the addendum to the original agreement expired; and

WHEREAS, the Department wishes to extend this agreement; and

WHEREAS, Catalent is in agreement with this addendum; and

WHEREAS, pursuant to Article 1.1 of said Agreement, the term of this agreement may be extended with written agreement by the parties to this Agreement.

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

Article 1.1 Term of Agreement: To extend to December 31, 2022.

Article 1.2. Use of Spaces: To amend the Agreement with Catalent to specify Catalent may use the lower lot only and may not use the lot between 5pm-11pm, Monday-Friday. Catalent may not use the lot on Saturdays and Sundays. The lower lot is specified as the lot located immediately adjacent to the Twin Lakes Softball fields.

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

CITY OF BLOOMINGTON

CATALENT INDIANA, LLC

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, Park Board President
Board of Park Commissioners

Beth Cate, Corporation Counsel

Title

CITY OF BLOOMINGTON Legal Department Reviewed By: _____ DATE: <u>9/7/22</u>



MEMORANDUM

TO: Philippa Guthrie
FROM: Paula McDevitt
DATE: November 20, 2020
RE: Memo of agreement with Catalent shuttling employees to and from
Twin Lakes Softball Parking Lot

Funding Source: No funds are transacted per this agreement

Total Dollar Amount of Contract: n/a

Expiration Date of Contract: March 15, 2021

Renewal Date for Contract: undetermined

Department Head Initials of Approval: PM

Due Date For Signature: 12/8/2020

Record Destruction Date (Legal Dept to fill in):

Legal Department Internal Tracking #: 20-735

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS
ATTORNEY:

Daniel Dixon

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS
DEPARTMENTAL EMPLOYEE:

Paula McDevitt

Summary of Contract: Catalent is planning to hire a few hundred more employees and need parking. They will shuttle those employees and be responsible for all potential aspects of this use of this parking lot. We have no active use during the dates of this agreement.

**PARKING SPACE USE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CATALENT INDIANA, LLC**

This Parking Space Use Agreement ("Agreement"), entered into on this 17th day of December, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "City"), and Catalent Indiana, LLC ("Catalent"),

WITNESSETH:

WHEREAS, Catalent wishes to use parking spaces located in the City's Twin Lakes Sports Park for the purpose of shuttling employees to its location; and

WHEREAS, the City agrees to permit Catalent to use parking spaces in Twin Lakes Sports Park subject to certain terms and conditions;

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

Article 1. Terms and Conditions

- 1.1 **Term of Agreement** This Agreement is effective upon the date of execution first indicated above and shall last through March 15, 2021. The Agreement may be renewed for not more than an additional 12 month term upon execution of a written agreement by the parties to this Agreement.
- 1.2 **Use of Spaces** Catalent hereby is permitted the use of an unspecified number of parking spaces upon the Twin Lakes Sports Park parking lot located at 2350 West Bloomfield Road, Bloomington, Indiana (the "Spaces"), for use by Catalent's employees. The City shall not charge rent to Catalent during the original Term of the Agreement. The City reserves the right to require payment of reasonable rent in the event of renewal of this Agreement. The Spaces are not designated or reserved. The City makes no guarantee or representation that Spaces will always be available to Catalent's employees, especially during events or at times of peak usage of Twin Lakes Sports Park or Twin Lakes Recreation Center.
- 1.3 **Administration of Parking** Catalent shall have the sole responsibility to manage and oversee use of the Spaces by its employees in accordance with the terms of this Agreement.
- 1.4 **No Reserved Spaces** Catalent's employee vehicles shall not have a reserved parking space in the Park. Catalent's employees may park their vehicle at a parking

space at any spot at Twin Lakes Sports Park. However, there may be times of peak usage in the Park where a parking space is not available. When Spaces are unavailable, Catalent shall be responsible for locating alternative parking for employee vehicles until Spaces become available.

- 1.5 **Catalent Responsibilities as to employee use of Spaces** Catalent has a non-delegable duty to ensure that its employees' vehicles utilizing the Spaces abide by the following rules and regulations:
- a. Catalent employee vehicles may occupy Spaces Monday through Friday.
 - b. Commercial vehicles, trailers, and motor homes, with the exception of vehicles used to transport Catalent employees, shall not park in any of the Spaces.
 - c. Catalent's employees shall abide by all applicable laws in regard to the ownership and operation of motor vehicles, including without limitation Indiana registration, licensing, insurance, and operability laws.
 - d. Vehicles must not leak any fluids while parked in the Spaces. If a vehicle does leak fluids, Catalent shall be responsible for the immediate cleanup of the fluids and any cost incurred therefore, including pavement repair. If the City is required to make any repairs or remediation as a result of leaked fluids from Catalent employee vehicles, Catalent agrees to indemnify and make the City whole for costs incurred for such repairs or remediation. Any inoperable vehicles shall be removed by Catalent or its employee within 5 days. Inoperable vehicles remaining in Spaces after 5 days may be removed or towed by the City at Catalent's expense after the fifth day without notice.
 - e. Catalent agrees to indemnify and make the City whole for any damage or loss to City property caused in whole or in part by Catalent or its employees' use of the Spaces.
 - f. Only emergency repairs may be conducted upon Twin Lakes Sports Park property, such as changing a flat tire or battery replacement.
 - g. Washing and cleaning vehicles, including motorcycles, is not allowed on Twin Lakes Sports Park property.
 - h. Unauthorized and/or improperly parked vehicles are subject to removal by towing at the owner's expense.
 - i. Any vehicle may be removed by the City without prior notice to the Catalent or the vehicle owner in emergency situations, including but not limited to situations requiring access or egress by police, fire, and other emergency vehicles or leaking a fluid that presents a hazard or threat to persons or property.
 - j. A vehicle displaying expired license plates may be removed by the City after the owner or operator of the vehicle is given at least 10

days written notice that the vehicle will be towed from the premises. Towing shall be at the vehicle owner's expense.

- k. Catalent shall be responsible for snow and ice removal at their discretion in order to make the Spaces accessible to their employees.

1.6 Enforcement

The City and Catalent shall have the right to enforce the terms of this Agreement against Catalent's employees, including without limitation towing, at the vehicle owner's expense, vehicles in Twin Lakes Sports Park which are improperly parked, abandoned, or otherwise in violation of this Agreement or any other law, ordinance, or regulation. All towing initiated by Catalent shall be with the knowledge and approval of the City. Catalent shall have a non-delegable duty to ensure its employees' compliance with the terms of this Agreement. Catalent understands that a violation of the terms of this Agreement by its employees shall be imputed to Catalent and constitute a breach of this Agreement by Catalent.

Article 2. Cooperation

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

Article 3. Termination

In the event of a substantial failure to perform in accordance with the terms of this Agreement by the City or Catalent, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Either party may terminate this agreement without cause, and without further liability by giving not less than 60 days prior written notice.

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

The City shall not have any obligation to insure Catalent's or its employees' vehicles utilizing the Spaces, or any personal property of maintained within those vehicles, against loss, damage, theft, or destruction of any kind. Catalent agrees to indemnify release, waive, discharge, and covenant not to sue the City, its directors, officers, employees, and agents from any and all liability to Catalent, Catalent's employees, and their respective personal representatives, agents, heirs, or assigns for any loss, theft, damage, claim or demands on account of damage, injury or loss to Catalent or its employees' property as a result of use of the Spaces, regardless of whether caused by the negligence of the City, its directors, officers, employees, or agents. Catalent further agrees to indemnify and hold harmless the City against any and all claims of liability for loss or damages to its employees' property including but not limited to theft, collision, fire, acts of god, weather, and construction arising out Catalent's and its employees' use of the Spaces under this Agreement.

Article 5. Waiver

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

waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 6. Severability

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

Article 7. Assignment

Catalent shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 8. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City, Catalent, and Catalent's employees who use the Spaces.

Article 9. Governing Law and Venue

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

Article 10. Non-Discrimination

Catalent 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, assignment of Spaces. Catalent 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 Catalent believes that a City employee engaged in such conduct towards Catalent and/or any of its employees, Catalent may file a complaint with the City department party to this Agreement, 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 11. Notices

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

City:	Catalent:
City of Bloomington	Catalent Indiana, LLC
Attn:	Attn:
401 N. Morton, Suite 250	
Bloomington, Indiana 47402	

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

Article 12. Intent to be Bound

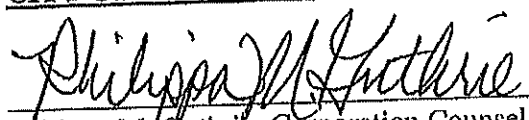
City and Catalent each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives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

Article 13. Integration and Modification


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

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

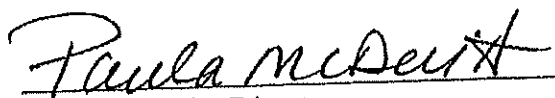
CITY OF BLOOMINGTON


 Philippa M. Guthrie, Corporation Counsel

CATALENT INDIANA, LLC

DocuSigned by Denis Johnson
 Denis Johnson | I approve this document 07-Jan-2021
 07-Jan-2021 10:17:03 AM EST
 Denis Johnson CM
 70D9CAE149CC48609A92CED3EA51EBE8

CITY OF BLOOMINGTON PARKS AND RECREATION


 Paula McDevitt, Director


 Kathleen Mills, President, Board of Park Commissioners

Certificate Of Completion

Envelope Id: D3C4D3F86AC445C19839BA998CCAD98F
 Subject: Twin Lakes Parking Agreement with City of Bloomington
 Source Envelope:
 Document Pages: 5
 Certificate Pages: 2
 AutoNav: Enabled
 Envelope Stamping: Disabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 William Echols
 14 Schoolhouse Rd.
 Somerset, NJ 08873
 Grant.Echols@catalent.com
 IP Address: 66.244.68.193

Record Tracking

Status: Original
 1/7/2021 10:06:02 AM

Holder: William Echols
 Grant.Echols@catalent.com

Location: DocuSign

Signer Events

Denis Johnson
 Denis.Johnson@catalent.com
 GM
 Catalent, Inc.
 Security Level: Email, Account Authentication
 (Required)

Signature

Denis Johnson

Timestamp

Sent: 1/7/2021 10:11:51 AM
 Viewed: 1/7/2021 10:16:39 AM
 Signed: 1/7/2021 10:17:31 AM

Signature Adoption: Pre-selected Style
 Signature ID:
 70D9CAE1-49CC-4860-9A92-CED3EA51EBE8
 Using IP Address: 68.58.39.21

With Signing Authentication via DocuSign password
 With Signing Reasons (on each tab):
 I approve this document

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

William Echols
 grant.echols@catalent.com
 Catalent, Inc.
 Security Level: Email, Account Authentication
 (Required)

COPIED

Sent: 1/7/2021 10:17:32 AM
 Resent: 1/7/2021 10:17:33 AM
 Viewed: 1/10/2021 7:15:35 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/7/2021 10:11:51 AM
Certified Delivered	Security Checked	1/7/2021 10:16:39 AM
Signing Complete	Security Checked	1/7/2021 10:17:31 AM
Completed	Security Checked	1/7/2021 10:17:32 AM

Payment Events	Status	Timestamps
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STAFF REPORT

Agenda Item: A-9
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Mark Marotz, Operations Superintendent
DATE: September 27, 2022
SUBJECT: POTABLE WATER LINE INSTALLATION AT SWITCHYARD PARK GARDEN

Recommendation

Staff recommends approval of contract with Commercial Service to install a potable water line in Switchyard Community Garden.

Contract amount not to exceed \$4,200.00

Funding Source:

\$2100 – 176-18-G21005-53990 (ARPA General 399 Funds for Operations)

\$2100 – Gardens 201-18-186502-53990

Background

No potable water line was installed for the Switchyard Park Community garden during construction, so all watering has been done with recycled water coming from the cistern and the water tower. Gardeners have repeatedly requested a potable water source at the garden in order to water, but also to wash and enjoy what they grow.

RESPECTFULLY SUBMITTED,

Mark Marotz, Operations Superintendent

2021-January

**AGREEMENT (CONTRACT) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND**

COMMERCIAL SERVICE OF BLOOMINGTON, INC.

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

Article 1. Scope of Service Contractor shall install approximately 175 feet of 1-inch 250 psi water line from the city water main located in Switchyard Park to the community garden. Install 1 3-foot yard hydrant to be attached new line to a 1-½ inch treaded ball valve which is already installed ("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 November 18, 2022 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed four thousand two hundred dollars (\$4,200.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Attn Barb Dunbar, 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 on Monday October 3rd 2022 and must be completed by November 18th 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:
Department: City of Bloomington, Attn: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47402. Contractor: Commercial Service of Bloomington, INC. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

COMMERCIAL SERVICE OF BLOOMINGTON, INC

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President

CITY OF BLOOMINGTON	
Legal Department	
Reviewed By: <u>BEM</u>	
DATE:	<u>9/15/22</u>

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

COMMERCIAL SERVICE OF BLOOMINGTON, INC.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-10
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: September 27, 2022
SUBJECT: CONTRACT WITH ELLINGTON TREE EXPERT CO. FOR HAZARD TREE REMOVAL

Recommendation

Staff recommends approval of a contract with J.R Ellington Tree Expert Co. for the removal of a hazardous dead ash tree in a city easement located at 868 S Woodscrest Dr.

Contract Amount: \$1400.00
Funding source: 200-18-189503-53990

Background

A dead ash tree in a city easement at 868 S. Woodscrest Dr next to a private driveway is leaning and dead, and if total failure occurs will most likely lead to property damage. The tree is suited for professional removal due to the proximity to the driveway and private structures.

RESPECTFULLY SUBMITTED,

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

Haskell Smith, Urban Forester

**AGREEMENT (CONTRACT)
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
J.R. ELLINGTON TREE EXPERT, CO.
FOR
REMOVAL OF ASH TREE IN CITY EASEMENT**

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and J.R. Ellington Tree Expert, Co. ("Contractor"),

WITNESSETH:

WHEREAS, the Department maintains City trees within City of Bloomington public right-of-way; and

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

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

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

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

Article 1. Scope of Services

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

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

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with 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 One Thousand Four Hundred Dollars and zero cents (\$1,400.00). 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:

Haskell Smith
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404
smithh@bloomington.in.gov

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	J.R. Ellington Tree Expert, Co.
Attn: Haskell Smith, Urban Forester	Attn: Jeff Ellington
401 N. Morton, Suite 250	680 W. That Road
Bloomington, Indiana 47402	Bloomington, Indiana 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.

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

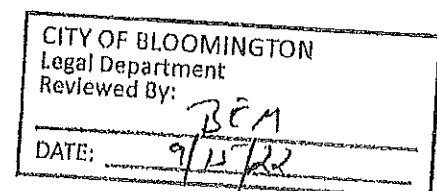
CITY OF BLOOMINGTON

J.R. ELLINGTON TREE EXPERT, CO.

Beth Cate, Corporation Counsel

Jeff Ellington, President/Owner

Paula McDevitt, Director
Parks and Recreation Department



Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

1. 868 S Woodscrest DR (located in city easement, south of driveway, in wooded area) – 1 Ash tree
 - Tree to be removed with stump cut low, and all associated debris removed from site.

EXHIBIT B

“Project Schedule”

Work is to be completed by December 31, 2022.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF _____)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF _____)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public's Signature

My Commission Expires: _____
Commission #: 685308

Printed Name of Notary Public

County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

J.R. Ellington Tree Expert, Co.
Jeff Ellington

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____
Commission #: 685308

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-11
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Mullin, Community Events Specialist
DATE: September 27, 2022
SUBJECT: CONTRACT WITH MCCORMICK MOBILE HOME SERVICE FOR
COMMUNITY GARDEN SHED RELOCATION

Recommendation

Staff recommends approval of Contract with McCormick Mobile Home Service for \$2,100 (NR 201-18-186502-53990). This vendor will move a shed from Butler Park Community Garden to Willie Streeter Community Garden and will add flashing on 2 sheds - the shed that is being moved, as well as the shed that is to remain at Butler Park - in order to reduce issues with rodents living under the garden sheds.

Background

This project is taking place because Butler Park currently has 2 large sheds (due to our former partnership with Mother Hubbard's Cupboard) and Willie Streeter Community Garden has one very small shed. Willie Streeter is significantly larger and needs a larger shed to better serve the gardeners and the staff. Moving the shed at Butler will open up space to add more raised beds, which are highly sought after. This project will make good use of existing resources and is also much less expensive than purchasing a new shed.

RESPECTFULLY SUBMITTED,

Sarah S. Mullin

Sarah Mullin, Community Events Specialist

2021-January

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CONTRACTOR**

This Agreement, entered into on this 27 day of September, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and McCormick Mobile Home Service ("Contractor").

Article 1. Scope of Services Contractor shall provide shed moving service for the Community Gardening Program. This service includes loading, transporting, setting and leveling and applying skirting to a shed that is currently at Butler Park and will be moved to Willie Streeter Community Garden. Services also include installing skirting on a second shed that will remain at Butler Park. ("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 November 20, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Sarah Mullin as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed \$2,100.00 (Two Thousand One Hundred Dollars). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Sarah Mullin, 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:
Prior to Sunday, November 20, 2022.

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

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

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

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not

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

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

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:
Department: City of Bloomington, Attn: Sarah Mullin, 401 N. Morton, Bloomington, IN 47402. Contractor: McCormick Mobile Home Service, Inc. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

MCCORMICK MOBILE HOME SERVICE

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>BEM</u> DATE: <u>9/15/24</u>
--

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

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

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Contractor

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: A-12
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter Natural Resources Manager
DATE: September 27, 2022
SUBJECT: EMERGENCY REPAIR OF LEONARD SPRINGS NATURE PRESERVE
STAIRWAY

Recommendation

Staff recommends approval of this agreement. The amount of the contract is \$4,250 and is funded from 200-18-184000-553990.

Background

A large tree fell on the Leonard Springs stairway and damaged the railing. After receiving an emergency purchase approval from the Controller, Bruce's Welding was able to remove the damaged railing and replace it the day before students used the stairway during Leonard Springs Nature Day. This contract is for payment of that work.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Steve Cotter", is placed below the "RESPECTFULLY SUBMITTED," text.

Steve Cotter,
Natural Resources Manager

**AGREEMENT (CONTRACT) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BRUCE'S WELDING AND FABRICATION**

This Agreement, entered into on this 27th day of September, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bruce's Welding and Fabrication ("Contractor").

Article 1. Scope of Service Contractor shall remove and replace damaged stairway railing, and paint the new railing at Leonard Springs Nature Park ("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 October 31, 2022 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Steve Cotter as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
ASAP but no later than Oct. 31, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Steve Cotter, 401 N. Morton, Bloomington, IN 47402. Contractor: Bruce's Welding and Fabrication 1308 Fountain Dr. Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

BRUCE'S WELDING AND FABRICATION

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Bruce's Welding and Fabrication

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-13
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter Natural Resources Manager
DATE: September 27, 2022
SUBJECT: HAZARDOUS TREE REMOVAL FROM THE LEONARD SPRINGS NATURE PARK DAM

Recommendation

Staff recommends approval of this agreement. The amount of the contract is \$850 and will be funded from 200-18-184000-53990.

Background

A large tree leaning over a heavily used trail at Leonard Springs Nature Park created a hazardous condition for trail users, including students attending Leonard Springs Nature Day. Bluestone Tree will remove the tree, as the technical conditions are beyond our in-house capabilities.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Steve Cotter", is placed below the "RESPECTFULLY SUBMITTED," text.

Steve Cotter,
Natural Resources Manager

**AGREEMENT (CONTRACT) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE LLC**

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

Article 1. Scope of Service Contractor shall provide: Tree Removal from Leonard Springs dam trail . Safely dismantle failed locust tree and leaning dead ash. Leave wood in various lengths on site. No debris hauling. No cleanup. ("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 November 1, 2022 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Steve Cotter as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Hundred and Fifty Dollars (\$850.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Steve Cotter, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

ASAP but no later than Nov. 1, 2022. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:
Department: City of Bloomington, Attn: Steve Cotter 401 N. Morton, Bloomington, IN 47402. Contractor: Bluestone Tree PO Box 345 Clear Creek, IN 47426. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

BLUESTONE TREE

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

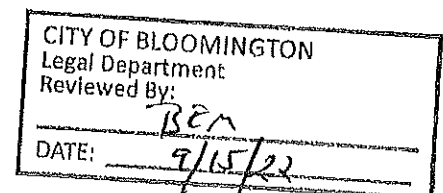


EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Bluestone Tree

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-14
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: **September 27, 2022**
RE: **INVASIVE VEGETATION MANAGEMNET AT GRIFFY LAKE NATURE PRESERVE**

Recommendation

Staff recommends approval of this short contract with Eco Logic, LLC for invasive plant management at Griffy Lake Nature Preserve (GLNP) Funding source: 201-18-184000-53990. Amount not to exceed \$4,999.00

Background

Eco Logic was selected to perform invasive management activities in the Schneider Parcel at Griffy Lake Nature Preserve because they have performed extensive invasive vegetation mapping (Griffy Floral Inventory Report, 2019) in this area and are familiar with the site.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

**AGREEMENT (CONTRACT) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC**

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

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

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Ninety Nine Dollars and Zero Cents (\$4,999.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joanna Sparks, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Project will be completed by December 31, 2022. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:
Department: City of Bloomington, Attn: Joanna Sparks, 401 N. Morton, Bloomington, IN 47402. Contractor: Eco Logic, LLC. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

ECO LOGIC, LLC

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
SCOPE OF SERVICES

PROPOSAL FOR RESTORATION SERVICES

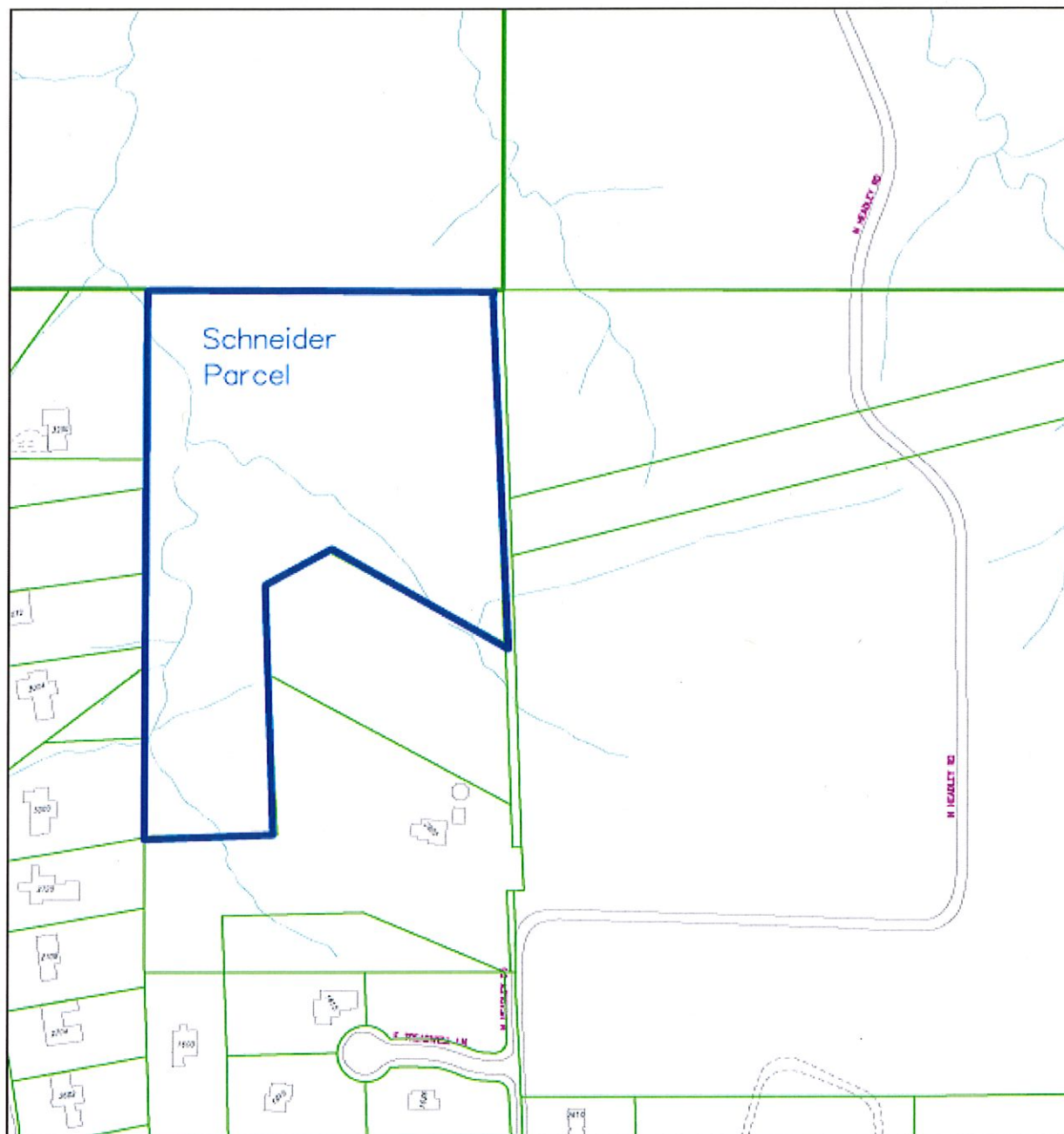
Proposal: Griffy Schneider Invasive Plant Control

9/14/2022

Project Summary:

Eco Logic proposes to utilize a forestry fecon mulcher on a CAT 299D rubber tracked low ground pressure skid steer to mulch thick stands of woody invasive plants. This proposal will cover 2 days mulching with another crewmember on the second day to cut remaining stems around desirable trees. We do request support from City of Bloomington Parks & Recreation to manage public interactions during the project period.

Proposal Price: \$ 4,999.00



ECO LOGIC STANDARD TERMS & CONDITIONS FOR PROVISION OF GOODS & SERVICES

1. **Applicability.** These terms and conditions of sale ("Terms") are the only terms that govern the sale of the goods ("Goods") and services ("Services") (collectively, the "Work") by Eco Logic, LLC ("Eco Logic") to the buyer named on the proposal, quotation or agreement form referencing these Terms ("Client"), unless otherwise agreed in writing by both parties.

a. The accompanying proposal, quotation or agreement form from Eco Logic attached to or referencing these Terms ("Proposal"), and including any statements or work, material or price lists attached to the Proposal, and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Client's general terms and conditions of purchase regardless of whether or when Client has submitted its purchase order or terms. Fulfillment of Client's order does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.

b. This Agreement may only be modified or amended upon the mutual Agreement of both parties in writing.

2. Performance of the Work.

a. If any Goods are to be delivered as part of the Work, the Goods will be delivered within a reasonable time after the receipt of Client's purchase order, unless otherwise stated on the Proposal.

b. Unless otherwise agreed in writing by the parties, Eco Logic shall deliver (or shall cause to be delivered) the Goods to Client's location or site, as set forth on the Proposal, (the "Delivery Site") using Eco Logic's standard methods for packaging and shipping such Goods.

c. Eco Logic may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Client. Each shipment will constitute a separate sale, and Client shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Client's purchase order.

d. If for any reason Client fails to accept delivery of any of the Goods on Eco Logic's notice that the Goods have been delivered at the Delivery Site, or if Eco Logic is unable to deliver the Goods at the Delivery Site on such date because Client has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Client; (ii) the Goods shall be deemed to have been delivered; and (iii) Eco Logic, at its option, may store or otherwise secure the Goods until Client picks them up or until delivery at the Delivery Site may be made, whereupon Client shall be liable for all related costs and expenses (including, without

limitation, storage and insurance).

e. Eco Logic shall use reasonable efforts to meet any performance dates to render the Services specified in the Proposal.

f. With respect to the Services, Client shall (i) cooperate with Eco Logic in all matters relating to the Services and provide such access to Client's premises as may reasonably be requested by Eco Logic, for the purposes of performing the Services; (ii) respond promptly to any Eco Logic request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Eco Logic to perform Services in accordance with the requirements of this Agreement; (iii) provide accurate information as Eco Logic may reasonably request to carry out the Services in a timely manner; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. Non-Delivery.

a. The quantity of any installment of Goods as recorded by Eco Logic on dispatch from Eco Logic's place of business is conclusive evidence of the quantity received by Client on delivery unless Client can provide conclusive evidence proving the contrary.

b. Eco Logic shall not be liable for any non-delivery of Goods unless Client gives written notice to Eco Logic of the non-delivery within 48 hours of the date when the Goods would in the ordinary course of events have been received.

c. Any liability of Eco Logic for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

d. Client acknowledges and agrees that the remedies set forth in this Section are Client's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section, all sales of Goods to Client are made on a one-way basis and Client has no right to return Goods purchased under this Agreement to Eco Logic.

4. **Quantity.** If Eco Logic delivers to Client a quantity of Goods of up to 1% more or less than the quantity set forth in the Proposal, Client shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Proposal adjusted pro rata.

5. **Shipping Terms.** Eco Logic shall make delivery in accordance with the terms on the face of the Proposal.

6. **Title and Risk of Loss.** Title and risk of loss passes to Client upon delivery of the Goods at the Delivery Site,

unless otherwise stated on the Proposal.

7. Inspection and Rejection of Nonconforming Goods. Client shall inspect the Goods within 48 hours of receipt ("Inspection Period"). Client will be deemed to have accepted the Goods unless it notifies Eco Logic in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Eco Logic. "Nonconforming Goods" means the product shipped is different than identified in Agreement. If Client timely notifies Eco Logic of any Nonconforming Goods, Eco Logic shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Client in connection with the Nonconforming Goods. Client acknowledges and agrees that the remedies set forth in this Section are Client's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section, all sales of Goods to Client are made on a one-way basis and Client has no right to return Goods purchased under this Agreement to Eco Logic.

8. Price.

a. Client shall purchase the Work from Eco Logic at the price(s) (the "Price") set forth in the accepted Proposal.
b. Travel shall be reimbursed at the rate stated on the Proposal.

c. The Price does not include any sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Client. Unless Client is a public entity under applicable law or provides Eco Logic with a valid certificate of tax exemption, Client shall be responsible for all such charges, costs and taxes, except for those taxes imposed on, or with respect to, Eco Logic's income, revenues, gross receipts, personnel or real or personal property or other assets.

9. Payment Terms.

a. Client shall pay all invoiced amounts due to Eco Logic as indicated on the Proposal.

b. Late payments shall accrue interest at the rate of 1.5% per month, calculated daily and compounded monthly. Any amounts not paid within ninety (90) days after becoming due may be transferred to a collection agency. Client is liable for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms or at law, Eco Logic is entitled to suspend performance of the Work if Client fails to pay any amounts when due and such failure continues for 30 days after Eco Logic notifies Client that payment is due.

c. Unless otherwise agreed in writing, Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Eco Logic.

10. Limited Warranty.

a. Eco Logic warrants to Client that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

b. EXCEPT FOR THE WARRANTIES SET FORTH SPECIFICALLY ON THE PROPOSAL OR THESE TERMS, ECO LOGIC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

c. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with the Work. ECO LOGIC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

d. Eco Logic shall not be liable for a breach of the warranties unless: (i) Client gives written notice of the defective Work, reasonably described, to Eco Logic within 30 days of the time when Client discovers or ought to have discovered the defect; (ii) if applicable, Eco Logic is given a reasonable opportunity after receiving the notice of alleged breach of the warranty to examine such Goods; and (iii) Eco Logic reasonably verifies Client's claim that the Goods or Services are defective.

e. Eco Logic shall not be liable for a breach of the warranty for any Goods if: (i) Client makes any further use of such Goods after giving such notice; (ii) the defect arises because Client failed to follow Eco Logic's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Client alters or

repairs such Goods without the prior written consent of Eco Logic.

f. With respect to any such Goods subject to a claim, Eco Logic shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Eco Logic so requests, Client shall, at Eco Logic's expense, return such Goods to Eco Logic.

g. With respect to any Services subject to a claim, Eco Logic shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

h. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND ECO LOGIC'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THE PROPOSAL OR TERMS.

11. Limitation of Liability.

a. IN NO EVENT SHALL ECO LOGIC BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL ECO LOGIC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO ECO LOGIC FOR THE WORK.

b. The limitation of liability set forth in this Section shall not apply to (i) liability resulting from Eco Logic's negligence or willful misconduct and (ii) death or bodily injury resulting from Eco Logic's acts or omissions.

12. Compliance with Law. Both parties shall comply with all applicable laws, regulations and ordinances. Both parties shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

13. Termination. In addition to any remedies that may be provided under these Terms, Eco Logic may terminate this Agreement with immediate effect upon written notice to Client, if Client: (a) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Client's receipt of written notice of nonpayment; (b) has not otherwise materially performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy,

receivership, reorganization or assignment for the benefit of creditors.

14. Waiver. No waiver by Eco Logic of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Eco Logic. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Force Majeure. Neither party shall be liable to the other or be deemed in default, for any failure or delay in performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond their reasonable control including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, terrorist threats or acts, riot, or national emergency.

16. Assignment. Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Eco Logic. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.

17. Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provisions. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Indiana, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

18. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the provisions: Compliance with Laws, Governing Law; Jurisdiction and Survival.

STATE OF INDIANA)
COUNTY OF)SS:

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

- Signature _____

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature _____ My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Eco Logic, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-15
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: August 16, 2022
SUBJECT: REVIEW/APPROVAL OF SUMMER STAR MEMORANDUM OF AGREEMENT
FOR GRIFFY LAKE NATURE DAY PROJECT

Recommendation

Staff recommends approval of the agreement with the Summer Star Foundation to fund the Griffy Lake Nature Day program for the 2022-2023 school year. Summer Star Foundation agrees to contribute up to a maximum of \$7,500 to cover program expenses.

Background

Griffy Lake Nature Day, currently in its fifteenth year, is an experiential environmental education program for fourth grade Monroe County Community School Corporation (MCCSC) students. It incorporates hands-on outdoor activities that meet state science standards and connects students with local natural resources. The program has been funded by the Summer Star Foundation since its beginning. The grant funds shall be used for the following expenses relating to the Griffy Lake Nature Day Project: personnel, curriculum development, logistical coordination, transportation, supplies, and program materials.

We look forward to continuing our relationship with the Summer Star Foundation and providing this outdoor experience to our local youth for years to come.

RESPECTFULLY SUBMITTED,

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

Rebecca Swift, Natural Resources Coordinator



**MEMORANDUM OF 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 as of this ____ day of _____, 2022, 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").

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. This Agreement is for the purpose of providing school year environmental educational programming to fourth graders in the Monroe County Public Schools.

2. Duration of Agreement:

This Agreement commences on September 1st, 2022 and expires on September 30, 2023, unless terminated earlier as provided under Article 10 or renewed as provided under Article 11.

3. Bloomington Parks & Recreation Department:

BPRD 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 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 that are already in existence.

5. Fourth Grade Environmental Education Nature Day Project

Summer Star Foundation agrees to contribute up to a maximum of \$7,500 to BPRD's costs relating to the Fourth Grade Environmental Education Griffy Lake Nature Day Project (the "Griffy Lake Nature Day Project") for the 2022/2023 school year. The Griffy Lake Nature Day Project was modeled on the sixth grade Monroe County Community School Corporation Leonard Springs Nature Day Project, which provides all sixth grade students with a day spent in hands-on environmental education at Leonard Springs Park. The Summer Star Foundation contribution shall be used to permit fourth grade students in the Monroe County Community

School Corporation to participate in this project during the 2022/2023 school year, with preference to be given to students in schools within the City of Bloomington.

The Summer Star Foundation contribution shall be used for the following expenses relating to the Griffy Lake Nature Day Project: personnel, curriculum development, logistical coordination, transportation, supplies, and program materials.

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

- a. BPRD shall oversee the design and implementation of the Griffy Lake Nature Day Project. The exact location and station topics will be determined during the planning phase. Teacher contacts will begin as soon as possible to ensure adequate preparation for teachers and student participants.
- b. Griffy Lake Nature Day Project activities will include environmental education based stations that incorporate local natural resources into the 4th grade curricula.
- c. BPRD shall perform student assessments, teacher and facilitator evaluations, and take photographs during program component.
- d. BPRD shall provide Summer Star Foundation with a planning report within fourteen (14) days from the beginning of the 2022/2023 school year. Such planning report shall identify any changes to the Griffy Lake Nature Day Project curriculum from prior years, schools that will participate in the Griffy Lake Nature Day Project and a budget of expenses.
- e. At the conclusion of the 2022/2023 school year, but no later than June 30, 2023, BPRD shall submit a written evaluation report to Summer Star Foundation, including a summary of the 2022/2023 school year's total expenditures and receipts for the Griffy Lake Nature Day Project, an evaluation of the Griffy Lake Nature Day Project effectiveness, and a summary of the assessments and evaluations. Summer Star Foundation shall then submit its contribution, as provided above, by July 20, 2023.
- f. Should BPRD and the Monroe County Community School Corporation decide to continue and/or expand the Griffy Lake Nature Day Project for fourth grade students following the 2022/2023 school year, BPRD shall offer to 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 Summer Star Foundation to continue or expand its support of the Griffy Lake Nature Day Project beyond its stated contribution under this Agreement for the 2022/2023 school year.

6. BPRD General Administration Responsibilities.

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

- a. Recognize Summer Star Foundation in promotional materials using the Summer Star Foundation logo in a manner to be approved by Summer Star Foundation, including, without limitation, on all materials relating to the Griffy Lake Nature Day Project.
- b. Use the funds received from Summer Star Foundation only for the purposes set forth in this Agreement.
- c. Maintain financial, attendance, enrollment and other necessary administrative records with respect to the Griffy Lake Nature Day Project funded under this Agreement sufficient to provide the reports to Summer Star Foundation required under this Agreement.
- d. Communicate to the public and participants regarding Summer Star support of the programs.
- e. Provide all other information as requested by Summer Star Foundation.
- f. Include Summer Star Foundation and its employees, officers, directors, affiliates, members, volunteers and representatives as 'Releasees' in any waiver of liability or release that BPRD obtains from participants in the programs supported by this Agreement.

7. Summer Star Foundation Responsibilities.

- a. Summer Star Foundation shall provide the funding for the Griffy Lake Nature Day Project as set forth in this Agreement and shall also provide any relevant information to BPRD to be included in promotional materials.

8. Terms Mutually Agreed to By All Parties:

- a. The intent of this Agreement is to document a mutually beneficial relationship between Summer Star Foundation and BPRD.
- b. Summer Star Foundation is making the grant hereunder to BPRD in reliance on BPRD's agreement to administer the funds in accordance with the terms of this Agreement. Such monitoring shall include, without limitation, monitoring the Griffy Lake Nature Day Project supported by this Agreement to insure compliance with the provisions of the Agreement relating to the operation of the program.
- c. BPRD 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.
- d. The parties agree that Summer Star Foundation shall have no responsibility with respect to the operation of the programs described in this Agreement and shall have no liability to any party, BPRD employee, or participant in the programs relating to the operation or any other aspect of such programs. BPRD shall indemnify and hold the Summer Star Foundation harmless with

respect to any loss resulting from claims of liability made against the Summer Star Foundation relating to the programs supported by this Agreement.

- e. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable agreed upon by all parties.
- f. Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside City of Bloomington facilities and the consumption of alcoholic beverages on City of Bloomington property.
- g. 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 payments in accordance with the terms of this Agreement.
- h. The parties acknowledge and agree that this Agreement may be enforced by Summer Star Foundation.
- i. 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 those contacts as follows:

Bloomington Parks and Recreation
Paula McDevitt
Director
P.O. Box 100
Bloomington, IN 47402
Phone: 812-349-3711
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
Fax: 617-607-6070

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

Bloomington Parks and Recreation

Rebecca Swift
Natural Resources Coordinator
P.O. Box 100
Bloomington, IN 47402
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
Fax: 617-607-6070

10. Termination:

Termination by mutual agreement: The partners may terminate this Agreement prior to September 30th, 2023, by mutual written agreement only.

Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement. If the Agreement is terminated pursuant to this paragraph, Summer Star Foundation shall have no obligation to reimburse BPRD for any expenditures made pursuant to this Agreement prior to such termination (though Summer Star Foundation may voluntarily do so).

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, BPRD may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. BPRD shall notify Summer Star Foundation of any such termination and the reasons therefore in writing. If BPRD terminates the Agreement pursuant to this paragraph, Summer Star Foundation shall reimburse BPRD for any expenditures made pursuant to this Agreement prior to termination upon BPRD's written agreement to use any as yet unused materials for future Griffy Lake Nature Day sessions, or as otherwise agreed by the Parties.

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 Article 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.

**Summer Star Foundation for Nature,
Art, and Humanity, Inc.**

**City of Bloomington Parks and
Recreation Department**

By:

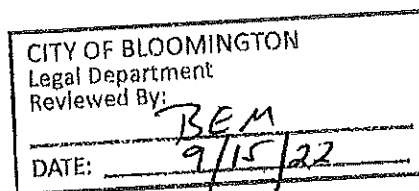
By:

Shalin Liu, President

Paula McDevitt, Director

Kathleen Mills, President
Board of Park Commissioners

Beth Cate, Corporation Counsel





STAFF REPORT

Agenda Item: A-16
Date: 9/21/2022

Administrator
Review\Approval
PM

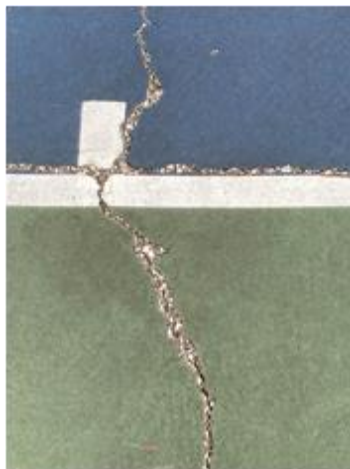
TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Division Director
DATE: September 27, 2022
SUBJECT: ADDENDUM - CONTRACT WITH TENNIS TECHNOLOGY, INC, FOR PARK RIGGE EAST CPURT RESURFACING

Recommendation

Staff recommends approval of a surfacing and striping of the two tennis and one basketball court at Park Ridge East. Plus adding 4 pickleball court lines on the 2 tennis courts, Funding source for this is 200-18-187001-54310. The contract amount is $\$24,685 + \$800 = \$25,485$.

Background

The Park Ridge East basketball and tennis courts were very aged and need new surface. Tennis Technology, Inc. should inspect and make a detailed survey of the existing conditions of the site. After the surveying, paving is scheduled to be completed mid- August 2022. Coating can be done after a 30-day curing period.



(Tennis court)



(Basketball court)

2021-January

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read 'S. Kido', written over a horizontal line.

Satoshi Kido, Sports Division Director

2021-January

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
Tennis Technology, Inc.
FOR**

Park Ridge East court improvement
Entered in this _____ day of _____, 2022

WHEREAS, in July, 2022 the City of Bloomington Department of Parks and Recreation (the "Department") and Tennis Technology, Inc. ("Contractor") entered into an Agreement to construct the Park Ridge East court improvement Project; and

WHEREAS, the Department would like to add 4 pickleball courts on the existing 2 tennis courts at Park Ridge East

WHEREAS, these scope and cost of these changes is included in "Exhibit A – Change Order"; and

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

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

WHEREAS, pursuant to Article 5 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

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

Article 1. SERVICES: The Services listed in the attached letter ("Exhibit A") will be added to the Scope of Work for the project. The schedule to complete all work remains unchanged from the original agreement.

Article 3. COMPENSATION: To amend the Agreement to reflect an additional charge of eight hundred dollars (\$800)

All terms of the Agreement not expressly modified herein remain in full force and effect.

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

CITY OF BLOOMINGTON

Tennis Technology, Inc.

Paula McDevitt, Director
Parks and Recreation Department

Jesse Henderson

Kathleen Mills, Park Board President
Board of Park Commissioners

Printed Name

Beth Cate, Corporation Counsel

Exhibit A – Change Order

Updated Scope of Work

Adding 4 pickleball court lines on the 2 tennis courts. The contract amount is \$800 in addition to the original cost \$24,685.

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
TENNIS TECHNOLOGY, INC
FOR
PARK RIDGE EAST COURT COATING**

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

WITNESSETH:

WHEREAS, the Department wishes to recoat and restripe two tennis courts and one basketball court at Park Ridge East; and

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

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

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

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

Article 1. Scope of Services

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

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Satoshi Kido 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 six hundred eighty five dollars (\$24,685.00). 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:

Satoshi Kido
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Tennis Technology, Inc.
Attn: Satoshi Kido	Jesse Henderson
401 N. Morton, Suite 250	5510 Poplar Park Blvd.
Bloomington, Indiana 47402	Louisville, KY 40228

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

TENNIS TECHNOLOGY, INC.

Beth Cate, Corporation Counsel

Signature

Paula McDevitt, Director
Parks and Recreation Department

Print Name and Title

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

"Scope of Work"

The Services shall include the following:

Tennis Court & Track Construction

Construction
Surfacing
Repair
Maintenance



**TENNIS
TECHNOLOGY** Inc.

www.tennistechnologyinc.com
TennTech@bellsouth.net

PH (502) 969-8861
Fax (502) 969-8871
P.O. Box 19709
Louis, KY 40259

Proposal

Submitted to: **Bloomington Parks and Rec**

Attn: **Tim Street**

Phone: **812-349-3706**

Date: **7/13/2022**

Address: **City of Bloomington Parks**

Project Name: Tennis and Basketball Court Resurfacing at Park Ridge East Park
Project Location: Park Ridge East Park, 4500 E Morningside Dr, Bloomington, IN 47408

Scope of Work

Contractor should inspect and make a detailed survey of the existing conditions of the site. Tennis center anchors (existing) and post height (existing) are a part of this quote. Paving is scheduled to be completed by mid-August 2022. Coating can be done after a 30-day curing period. A water source is very close and can be used for the entire process.

Two tennis courts:

The speed of the tennis courts is desired to be on the slower end of pace ratings. Thus a larger content of silica sand in the coatings. No additional cushion product is desired.

1. Color: dark blue court and grey exterior court (to match other recent tennis court resurfacing in Bloomington parks).
2. Clean courts with blowers, scrapers, brooms and pressure spray where necessary.
3. Flood and check for bird baths.
4. Apply acrylic court patch binder to any bird baths for leveling and pavement seams.
5. Grind entire courts to remove small bumps and irregularities.
6. Install two (2) coats of acrylic resurfacer coating prior to color coating.
7. Apply minimum two (2) coats of color coatings.
8. Apply white lines to USTA specifications.
9. Install center anchors by either using previous ones or installing new ones.
10. Tennis posts exist but may need to be raised to USTA height due to added asphalt.

One basketball court:

1. Color: black with white lines.
2. Flood and check for bird baths.
3. Apply acrylic court patch binder to any bird baths for leveling and pavement seams.
4. Grind entire court to remove small bumps and irregularities.
5. Install two coats of acrylic resurfacer coating prior to color coating.
6. Apply white lines to appropriate size of court, complete with three-point line

Total Bid Price: \$24,685

*** PRICE SUBJECT TO CHANGE DUE TO RISING FUEL AND OIL PRICES***

Terms: TBD. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **TENNIS TECHNOLOGY IS A MEMBER OF THE AMERICAN SPORTS BUILDER ASSOCIATION**

Customer Name & Signature _____ Date _____ Contractor Signature _____ Date _____

COURT COLORS



*Colors may vary slightly from actual product. Please go to www.tennistechnologyinc.com/designer for further details



EXHIBIT B

“Project Schedule”

All work shall be complete by October 31, 2022.

STATE OF INDIANA)
)SS:
COUNTY OF)

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

- Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Tennis Technology, Inc.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-17
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Hsiung Marler, General Manager Switchyard Park
DATE: September 27, 2022
SUBJECT: CITY OF BLOOMINGTON UTILITIES AGREEMENT FOR GREASE
TREATMENT AND DISPOSAL FROM SWITCHYARD PARK PAVILION

Recommendation

Staff recommends approval of the agreement with the City of Bloomington Utilities Department for the treatment and disposal of grease from the Switchyard Park Pavilion.

Background

The Switchyard Park Pavilion has a grease interceptor. Grease is to be removed for handling twice a year by a liquid waste hauler, in this case Harrell Fish, INC—as part of the existing Switchyard Park Preventative Maintenance Plan. CBU requires an agreement with the location in order to facilitate this process. The agreement will allow HFI to purchase necessary grease waste discharge tickets. CBU will also charge \$5.89 for each increment of 100 gallons of grease waste delivered for treatment and disposal.

RESPECTFULLY SUBMITTED,

A handwritten signature in dark ink, appearing to read "H Marler", is written over a horizontal line. The signature is fluid and cursive.

Hsiung Marler, Switchyard Park General Manager

CITY OF BLOOMINGTON UTILITIES DEPARTMENT

AND

Switchyard Park

AGREEMENT FOR TREATMENT OF GREASE WASTE

THIS AGREEMENT is made and entered into this ____ day of September, 2022, by and between the City of Bloomington Utilities Department ("CBU") and **Switchyard Park**, 1601 S. Rogers St., Bloomington, IN, 47403.

WHEREAS, Switchyard Park produces a by-product commonly known as grease waste that requires treatment and disposal; and

WHEREAS, Switchyard Park desires to contract with CBU for the treatment and disposal of the grease waste generated by **Switchyard Park** at CBU's wastewater treatment facilities; and

WHEREAS, CBU's wastewater treatment facilities have the capacity to handle the treatment and disposal of **Switchyard Park's** grease waste;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, COVENANTS, AND CONDITIONS SET FORTH HEREIN, CBU AND Switchyard Park HEREBY AGREE AS FOLLOWS:

CBU will accept, process and dispose of grease waste from **Switchyard Park** under the following conditions:

1. The Director of CBU may require the grease waste to be sampled in a representative manner, and analyzed as directed by the Director of CBU, before it may be considered for delivery to CBU treatment facilities. The list of parameters the sample(s) will be tested for will be determined by the Director of CBU. The waste will be deemed unacceptable for delivery to CBU treatment facilities if any of the parameters tested for exceed the acceptable levels outlined in the Clean Water Act Land Application Rules, commonly known as "503 Regulations." The results of all testing done on the grease waste generated by **Switchyard Park** shall be forwarded to CBU.
2. If approved for acceptance at CBU treatment facilities, the grease waste shall be transported by a liquid waste hauler licensed by the State of Indiana and approved by CBU, to the Dillman Road Wastewater Treatment Plant ("WWTP") site, unless some other point of delivery is designated by the Director of CBU.

Revised: 12/19/12

3. The grease waste shall be discharged at the designated WWTP at a point designated by the management of the WWTP.

4. If, in the opinion of the Director of CBU, the quality or quantity of grease waste being transported to the Dillman Road WWTP could be expected to have an adverse impact on the quality of the treatment plant effluent, or on any other function, operation, or condition of the treatment plant, the treatment plant shall be under no obligation to accept that shipment of grease waste, nor shall any additional grease waste be transported to CBU facilities, until such time as the Director of CBU, approves such transport.
5. Grease waste shall not be discharged at CBU treatment facilities without the presence of a Plant Operator.
6. Grease waste shall not be discharged at the CBU treatment facility until the appropriate grease waste discharge ticket(s) has been delivered to WWTP staff, indicating the quantity of grease waste, as well as the source of the grease waste being delivered.
7. **Switchyard Park** agrees to indemnify, defend and save harmless CBU, its agents, officers and employees against and from any and all claims by or on behalf of any person, firm, corporation, or governmental entity arising from the acceptance, processing or disposal by CBU of grease waste generated by **Switchyard Park**, including, but not limited to, reasonable attorney's fees and costs.
8. **Switchyard Park** shall pay CBU at the rate of \$5.89 for each increment of 100 gallons of grease waste delivered for treatment and disposal. The rate shall be based on the volume of the grease interceptor or trap being pumped. The rate assessed may be adjusted in the future, based on any future changes in CBU's rate structure. **Switchyard Park** shall also pay for all testing of the waste required by CBU.
9. Either **Switchyard Park** or its liquid waste hauler shall purchase grease waste discharge tickets from CBU at the current rate schedule.
10. This agreement may be cancelled by either party with 48 hour's written notice to the other party.

UTILITIES SERVICE BOARD
Switchyard Park
CITY OF BLOOMINGTON

1969 S. HENDERSON ST
BLOOMINGTON IN 47401-6567

Tele: (812) 349-3656

Fax: (812) 349-3683

By _____
Signature

Printed Name: James Hall

Title: A.D. of Environmental Programs

Date: _____

1601 S. Rogers St.
Bloomington, IN 47403

Tele: (812) _____

Email: _____

By _____
Signature

Printed Name: _____

Title: _____

Date: _____

CITY OF BLOOMINGTON Legal Department Reviewed By: _____ DATE: <u>9/15/22</u>
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STAFF REPORT

Agenda Item: B-1
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: September 27, 2022
SUBJECT: BRAVA AWARD – MARGARET DALLE-AVE

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Margaret Dalle-Ave, a dedicated environmental conservationist, with the September Brava Award.

Background

Margaret Dalle-Ave is a positive advocate for environmental conservation. She takes action each day to control invasive species in her yard, neighborhood, and city greenspaces. She is influential in making engagement happen. Whether working alone with her loppers or with a group, you can be sure she is ready to talk with passerby, neighbors, or fellow weed wranglers about why we care about the spread of invasive plants.

Her involvement and civic service can be recognized through her involvement with the City of Bloomington Parks and Recreation Adopt-a-Greenspace program. She is a leader alongside her friends and neighbors removing invasive species in the Griffy Lake Nature Preserve – Dunn Street greenspace.

Margaret is also a regular weekly attendee at Weed Wrangles. Her suggestion to use bright flags to mark freshly cut stumps for treatment has led to a high rate of efficiency of control at each event. Most of all, we appreciate her valuable encouragement and support.

RESPECTFULLY SUBMITTED,

Emily Buuck, Community Relations Coordinator

2021-January



STAFF REPORT

Agenda Item: B-3
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: September 27, 2022
SUBJECT: HASKELL SMITH - URBAN FORESTER INTRODUCTION

Hello everyone, my name is Haskell Smith. I'm the new Urban Forester for the City of Bloomington Parks and Recreation department.

I was born in the now "old" Bloomington hospital, and spent most of my life bouncing around between Indiana and Kentucky before finally growing roots here in 2014. In April 2014 I started a seasonal position with the Urban Forestry division of Parks and Recreation. Since then I have continually grown and strived to become a better arborist, becoming a Certified Arborist in 2018 and then achieving my Tree Risk Assessment Qualification in 2021. I am continually looking to broaden my horizons in the field of arboriculture.

Thank you for your time, and I look forward to working with everyone.

RESPECTFULLY SUBMITTED,

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

Haskell Smith, Urban Forester



STAFF REPORT

Agenda Item: B-3
Date:

Administrator
Review\Approval

TO: Board of Park Commissioners
FROM: Michele Wilson, Customer Service Representative
DATE: 9/27//2022
SUBJECT: Customer Service Representative Introduction

Hello, my name is Michele Wilson and I started on September 6th 2022 as a Customer Service Representative at City of Bloomington Parks and Recreation.

Prior to coming to City of Bloomington Parks and Recreation, I was a special education paraprofessional at Monroe County Community Schools for 15 years. I graduated from Indiana University in 1993 with a BA in Journalism and Fine Arts.

I am married to Keith, a mail carrier for USPS, and we have two daughters, Maya, a physical therapy student at University of Arkansas Medical Sciences and Quinn, a student in the College of Entrepreneurship at Florida State University.

In my free time I enjoy bike riding, especially along the B-Line Trail and spending time with my family.

I am excited to be working with the board, the parks and recreation department and the Bloomington community which have all provided my family with so many wonderful opportunities to thrive in the city we love.

RESPECTFULLY SUBMITTED,

Michele Wilson, Customer Service Representative



STAFF REPORT

Agenda Item: B-3
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Kevin Terrell, Program/Coordinator – Banneker Community Center
DATE: September 27, 2022
SUBJECT: **BANNEKER PROGRAM/FACILITY COORDINATOR INTRODUCTION**

Recommendation

This report is for the information of the board.

Background

I am Kevin Terrell, new Program/Facility Coordinator for Banneker Community Center. I am excited about starting my new career with Bloomington Parks and Recreation in this role, and look forward to bringing to fruition the vast potential that Banneker has within its walls.

While my last position was at IU, I have a wide variety of experiences to bring to this position. Over the course of a long career, I have managed local businesses, worked for the U.S. Navy as a civilian contractor, and I have spent most of the last 12 years in a variety of educational roles, including working in elementary schools and running a large afterschool program. I know firsthand what a difference a facility like Banneker can make in a community, as I worked for and eventually managed a very similar facility in my hometown.

I am thrilled to be in this new position, and hope to make a positive difference in the lives of all the people in the Banneker community.

RESPECTFULLY SUBMITTED,

Kevin Terrell,

A handwritten signature in blue ink, appearing to read "Kevin Terrell", is written over a light blue horizontal line.

Program and Facility Coordinator-Banneker Community Center



STAFF REPORT

Agenda Item: C-1
Date: 9/20/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Holly Warren, Assistant Director for the Arts, Economic & Sustainable Development
DATE: September 20, 2022
SUBJECT: ROGERS FAMILY PARK SCULPTURE INSTALLATION

Recommendation

Staff recommends approval of the installation of the sculpture entitled Fleet/ing by local artist Jonathan Racek by Rogers Family Park as part of the Park's overall restoration.

Background

As part of the Roger's family plan to fund the restoration and enhancement of the Rogers Family Park, they asked that a sculpture be installed on the site to enhance the dynamism of the site. The Bloomington Arts Commission partnered with the Rogers family to solicit and review proposals for the sculpture, and ultimately selected local artist Jonathan Racek's proposed sculpture Fleet/ing to be installed in the park (sculpture renderings included in the attached contract). The anticipated budget for the project is \$25,000. Construction on the sculpture will begin in fall 2022 and we expect the installation to be complete in spring 2023, in alignment with the completion of the overall work on the park.

RESPECTFULLY SUBMITTED,

Holly Warren

Assistant Director for the Arts
Economic & Sustainable Development, City of Bloomington

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
JONATHAN RACEK
FOR
PUBLIC ART IN ROGERS FAMILY PARK**

This Agreement is made and entered into on this ____ day of _____, by and between the City of Bloomington Parks and Recreation Department (“City”) and Jonathan Racek (“Artist”), (collectively “Parties”).

WITNESSETH:

WHEREAS, the City wishes to highlight the role of public art in the community by addition of a public art work in the Rogers Family Park; and

WHEREAS, the City requires the services of a professional Artist in order to design, fabricate and install art in the Rogers Family Park (the “Services” as further defined below); and

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

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create Artwork; and

WHEREAS, the Artist and the City wish to undertake the obligations expressed herein:

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

Article 1. Scope of Services

The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the design, fabrication, and installation of the Artwork described in the Artist’s response to the City’s Request for Qualifications and attached and described in Exhibit A, “Proposal”, attached to and incorporated into this Agreement, at the location described in Exhibit B (“Site”). Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.

Article 2. Artist’s Obligations

2.1 Artist 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 3.

- 2.2 Artist shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.
- 2.3 In the performance of Artist's work, Artist agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Holly Warren as the City's Project Manager. Artist agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by Artist for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.
- 2.2 The Artist shall determine the artistic expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the City as set forth in this Agreement. To ensure that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and safety devices and procedures at the Site, the Artist's proposal shall be reviewed by the City or its designee, as necessary, for approval by the City to ensure compliance with these objectives.
- 2.3 The Artist shall prepare the Artwork design and corresponding budget as provided in Article 5 of this Agreement for the approved proposal.
- 2.4 Prior to submitting a Final Design, the Artist will gain an understanding of the Site's unique characteristics and coordinate with the City or its designee, as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation.
- 2.5 Throughout the Project, the Artist shall provide the City or its designee sufficient detail to permit the City to determine compliance with applicable local, state or federal laws, ordinances and/or regulations, and to obtain any necessary approvals.
- 2.6 The Artist shall complete the installation of the Artwork by December 31, 2023, and in accordance with the schedule as provided in Article 7 of this Agreement.
- 2.7 The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site.
- 2.8 The Artist shall arrange the transportation and installation of the Artwork in consultation with the City or its designee. If the Artist does not personally install the Artwork, the Artist shall supervise and approve the installation. The Artist is responsible for the installation of the Artwork and for any repair or replacement of any of the site's components that are damaged or negatively impacted as part of the installation.
- 2.9 The Artist shall provide the insurance specified in Article 21 and **Exhibit G**, attached hereto and made a part of this Agreement.
- 2.10 The Artist shall provide the City with a list of all subcontractors and a copy of the agreement between the Artist and each subcontractor.

- 2.11 The Artist shall provide a maintenance manual with a written description of all materials and products utilized in the Artwork and the required care and upkeep involved (“Maintenance Manual”), which shall be attached and incorporated into this Agreement as Attachment 3.
- 2.12 The Artist shall provide photographic documentation of the Artwork as requested by the City.
- 2.13 The Artist shall be available with reasonable advance notice for meetings, ceremonies, and any similar meetings or events, as necessary.
- 2.14 The Artist acknowledges that, except as otherwise provided herein, until final acceptance of the Artwork by the City under Article 10, any injury to property or persons caused by the Artist’s Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist’s Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist’s Artwork, regardless of where such loss occurs.

Article 3. Standard of Care

Artist shall be responsible for completion of the Services in a manner to meet the professional standards consistent with the Artist’s profession in the location and at the time of the rendering of the services. Artist shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstances. The City shall not unreasonably withhold its approval as to the adequacy of Artist’s performance. Upon notice to Artist and by mutual agreement between the parties, Artist will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 4. City of Bloomington’s Obligations

- 4.1 The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- 4.2 The City shall be responsible for providing the Artist, at no expense to the artist, copies of existing designs, drawings, and reports, a list of required permits, licenses, and other authorizations, and other existing relevant data, if any, which is needed by the Artist in order to perform.
- 4.3 The City shall be responsible for compliance with applicable laws and regulations with the exception of required licenses, permits and similar authorizations required to be secured by the Artist under Article 2.7, and shall explain any limitations imposed by such laws and/or regulations to the Artist.

- 4.4 The City shall be responsible for preparation of the Site in accordance with the specifications detailed in the Final Design in Article 8.4 of this Agreement. The Artist and the City will cooperate to determine reasonable costs for those items that the City will be responsible for in order to prepare the Site for the timely transportation and installation of the Artwork. The City shall be responsible for the completion of Site preparations by the scheduled installation start date as provided in Article 7 of this Agreement or shall notify the Artist in writing of any delays.
- 4.5 The City shall be responsible for the installation of a plaque on or near the Artwork containing a credit to the Artist.
- 4.6 The City shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the City's control.

Article 5. Budget and Compensation

- 5.1 The final budget to be prepared by the Artist pursuant to the provisions of this Article shall include all goods, services and materials, with such costs itemized. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
- 5.2 Upon approval by the City, the budget shall be incorporated into and made a part of this Agreement by reference as part of Exhibit A-1.
- 5.3 The City shall pay Artist for all fees and expenses in an amount not to exceed a total of Twenty-Five Thousand Dollars (\$25,000) based on the fee payment schedule set forth in Exhibit C. The final budget to be prepared by the Artist pursuant to the provisions of this Article shall include all goods, services and materials, with such costs itemized. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
- 5.4 Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Artist within forty-five (45) days of receipt of invoice. Artist shall submit an invoice to the City upon the completion of the Services described in Article 1. Such invoices shall be prepared in a form supported by documentation as the City may reasonably require.
- 5.5 Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the City's direction. The invoice shall be sent to:

Holly Warren
City of Bloomington
401 N. Morton, Suite 150
Bloomington, Indiana 47404

- 5.6 Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.
- 5.7 Artist shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 6. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth in Article 8 herein.

Article 7. Schedule

Artist shall submit a proposed schedule, which will be attached to this Agreement as Exhibit C, for the fabrication and installation of the Artwork, including a schedule for submission of progress reports and inspections, if any, to the City for approval. Artist shall perform the Services according to the schedule set forth in Exhibit C, 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 8. Design

8.1 Concept/Schematic

- a. Within 30 days of the execution of this Agreement, the Artist shall submit to the City's Project Manager the proposed design (the "Schematic Design") in the form of detailed color drawings, models, and/or other documents as are required to present a meaningful representation of the Artwork. The Schematic Design will include a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the installation of the Artwork at the Site and any site preparations that may be required by the City including, but not limited to, any changes or modifications to any utility system or structure of the Site as necessary within a reasonable cost and as required by the City. The Schematic Design shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved. The Schematic Design of the Artwork shall be incorporated into and made a part of this Agreement by reference as Attachment 1.
- b. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense.
- c. The Schematic Design must include sufficient detail to permit the City to determine

compliance with applicable local, state or federal laws, ordinances and/or regulations.

- d. When the Artist submits the Schematic Design to the City or its designee for approval, the Artist shall also submit a detailed budget for approval for the design, fabrication and installation of the Artwork, including costs for Site preparation, as described in Article 5 of this Agreement.

8.2 Approval

- a. Within 15 days after the Artist submits the Schematic Design, the City will review the submitted Schematic Design. The City or its designee shall notify the Artist whether it approves or disapproves of the Schematic Design. The City shall have discretion to approve outright, approve with conditions, or disapprove the Schematic Design.
- b. The City or its designee shall notify the Artist of any revisions to the Schematic Design determined by the City to be necessary for the Artwork to comply with applicable laws, ordinances and/or regulations and other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the accepted Schematic Design.

8.3 Redesign

- a. If the City disapproves of the Schematic Design, the City or its designee will notify the Artist in writing of the reasons for such disapproval. In such event, the Artist will submit a Revised Design within 10 days after City staff has notified the Artist of its disapproval, addressing the identified reasons. This process shall continue until the City approves the Revised Design. The Artist will not be paid additional fees for the Revised Design(s).
- b. The Revised Design will reflect changes made to address the stated reasons for disapproval, as well as any adjustments in the budget or schedule that may be necessary. The City or its designee shall notify the Artist in writing whether the City approves or disapproves of the Revised Design within 10 days after the Artist submits the Revised Design.
- c. If the Artist refuses to revise the Schematic Design pursuant to Article 8.3(a), or if the Artist fails to adequately revise the Schematic Design in the judgment of the City, this Agreement shall terminate and the parties shall be under no further obligation to each other as of the date of such termination. The effective date of termination shall be the date the City submits its written disapproval of the Revised Design to the Artist. The City shall submit to the Artist a written termination notice with the disapproval. The termination notice shall advise the Artist that this Agreement has been terminated pursuant to this Article. The termination notice shall notify the Artist that the Artist is entitled to retain the compensation paid prior to the termination date, and that the Parties are under no further obligation to each other. The termination notice shall confirm that the Artist shall retain ownership of all Schematic Designs, Revised Designs and renderings thereof submitted hereunder.

8.4 Final Design/Construction Documents

- a. The Artist shall prepare structural drawings for the approved Schematic Design (“Final Design”) detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings and supplementary documents shall indicate any issues involved in the construction, integration and maintenance of the Artwork, and shall identify any subcontractors needed to work on the project, including the work to be performed by the subcontractors.
- b. Where appropriate, the Artist shall present such drawings to a qualified engineer, licensed by the State of Indiana and paid by the Artist, for certification that the Artwork will be of adequate structural integrity, and the Artist shall provide the City with such certification, signed and stamped by the licensed engineer.
- c. The Artist shall provide a detailed narrative description of the artwork with explicit detail regarding the overall form or design, scale, dimensions, color, and surface treatment of the Artwork. The Final Design shall be incorporated into and made a part of this Agreement by reference as Attachment 2.

Article 9. Installation

- 9.1 Upon the City’s final approval of the fabricated Artwork as being in conformity with the Final Design, the Artist shall deliver and install the completed Artwork to the Site in accordance with the agreed-upon schedule as detailed in Article 7 and Exhibit C of this Agreement.
- 9.2 The Artist will coordinate closely with the City or its designee to ascertain that the Site is prepared to receive the Artwork. The Artist must notify the City or its designee of any adverse conditions at the Site that would affect or impede the installation of the Artwork.
- 9.3 The Artist is responsible for timely installation of the Artwork. Site access procedures will be identified in coordination with the development of the Artwork design and installation schedule. The Artist may not install the Artwork until authorized to do so by the City.
- 9.4 The Artist will inform the City of the intent to enter into subcontracts for any part of the installation of the Artwork.
- 9.5 The Artist and any assistants or installation subcontractors shall, at the discretion of the City, participate in safety training classes for the purpose of accessing construction zones or City property.
- 9.6 The Artist shall supervise the installation of the Artwork.
- 9.7 Upon installation of the Artwork, the Artist shall provide the City with written instructions for the appropriate maintenance and preservation of the Artwork (“Maintenance Manual”), along with product data sheets for any material or finish used.
- 9.8 Upon written acceptance of the installation by the City in accordance with the provisions of

Article 10 herein, the Artwork shall be deemed to be in the custody of the City for purposes of Article 2.14 and Article 10 of this Agreement.

- 9.9 The City is responsible for the proper care and maintenance of the Artwork after written acceptance of the installation.

Article 10. Approval and Acceptance

- 10.1 The Artist shall notify the City in writing when all services have been completed in substantial conformity with the requirements of this Agreement and that the Artwork is ready for approval and acceptance.
- 10.2 The City shall, within 10 days after the Artist submits written notice pursuant to Article 10.1, notify the Artist of its final acceptance of the Artwork. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in substantial conformity with the Final Design, and that the City confirms that all services as required of the Artist have been completed.
- 10.3 If the City disputes that all the services have been performed, the City or its designee shall notify the Artist in writing of those services the Artist has failed to perform within 10 days after the Artist submitted written notice pursuant to Article 10.1 above. The Artist shall promptly perform those services indicated by the City.
- 10.4 If the Artist disputes the City's determination that not all services have been performed, the Artist shall submit reasons in writing to the City or its designee within 10 days of the City's notification. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the City.
- 10.5 Upon the resolution of any disputes that arise under this Article 10, the City or its designee shall notify the Artist of its final acceptance of the Artwork.
- 10.6 After final acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by the City and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork. The City or its designee shall be solely responsible for coordinating public information materials and activities related to public presentations.

Article 11. Artist's Representations and Warranties

11.1 Warranties of Title

11.1.1 The Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of the Artist.
- b. Except as otherwise disclosed in writing to the City, the Artwork is unique and

- original and does not infringe upon any copyright or the rights of any person.
- c. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere.
 - d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement.
 - e. The Artwork is free and clear of any liens from any source whatsoever.
 - f. All Artwork created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party.
 - g. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
 - h. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, and ordinances, and with all necessary care, skill, and diligence.

11.1.2 These representations and warranties shall survive the termination or expiration of this Agreement.

11.2 Warranties of Quality and Condition

The Artist represents and warrants that:

- 11.2.1 All work will be performed in accordance with professional standards consistent with the profession in the location and at the time of the rendering of the services and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for two years after the date of final acceptance by the City under Article 10.
- 11.2.2 The Artwork and the materials used are not currently known to be harmful to public health and safety.
- 11.2.3 Reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Article 9.7.
- 11.2.4 If within two years after Final Acceptance the City observes any breach of warranty described in this Article 11.2 that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.
- 11.2.5 If within two years after Final Acceptance, the City observes a breach of warranty described in this Article 11.2 that is not curable by the Artist, the Artist shall be responsible for reimbursing the City for damages, expenses, and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the City accepted that it may occur, it shall not be deemed a breach for purposes of this Article 11.2 of this Agreement.

- 11.2.6 If after two years after Final Acceptance the City observes any breach of warranty described in this Article 11.2 that may be curable by the Artist, the City, at its discretion, has the option to either:
- a. Contact the Artist to make or supervise repairs or restorations at a reasonable fee; or
 - b. Seek the services of a qualified restorative conservator and maintenance expert.

11.3 Acceptable Standard of Display

11.3.1 The Artist represents and warrants that:

- a. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.
- b. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.
- c. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.
- d. To the extent the Artwork incorporates products covered by a manufacturer's warranty, the Artist shall provide copies of such warranties to the City.

11.3.2 The warranties in Article 11.3.1 are conditional, and shall be voided by the failure of the City to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards. If the City fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

11.4 Maintenance

11.4.1 In accordance with Article 2.11, the Artist shall provide the City with a detailed Maintenance Manual with a description of all materials and products utilized in the Artwork and instructions for the required care and upkeep necessary to maintain the Artwork. The City recognizes that maintenance will be a regular part of the upkeep on the Artwork, and the City will be solely obliged to maintain the Artwork after Final Acceptance, as defined and outlined in Article 10. The City shall nonetheless have the right to determine, in its sole discretion, when and if maintenance, repairs, and restoration to the Artwork will be made. To the extent practical and if the Artist has maintained current address and contact information with the City, the City shall give the Artist an opportunity to consult on repairs or restorations in addition to those

described in the Maintenance Manual during the ten (10) years following Final Acceptance of the Artwork.

Article 12. 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 City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Artist. Artist shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Artist 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 Artist'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 Artist in connection with this Agreement shall become the property of the City, as set forth in Article 16 herein.

Article 13. Identity of the Artist

Artist acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Artist has represented will be responsible there for. Artist thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Artist. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the Artist's personnel or proposed outside professional sub-contractors, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Artist shall represent the best judgment of Artist based upon the information currently available and upon Artist's background and experience with respect to projects of this nature. It is recognized, however, that neither Artist nor the City 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, Artist cannot and does not warrant or represent that the proposals or construction bids received will not vary from the opinions of probable construction cost estimates provided pursuant to this Agreement.

Article 15. Reuse of Instruments of Service

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

Article 16. Ownership of Documents and Intellectual Property

- 16.1 All documents, drawings and specifications, including digital format files, prepared by Artist and furnished to the City as part of the Services shall become the property of the City for possible exhibition. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*, as the sole author of the Artwork for the duration of the copyright. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Artist.
- 16.2 In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate two-or three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.
- 16.3 The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, exhibition catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner. All reproductions by the City shall contain a credit to the Artist in substantially the following form: [Artist's name, Artwork title, date of publication].
- 16.4 The City is not responsible for any third party infringement of the Artist's copyright and is not responsible for protecting the intellectual property rights of the Artist.

Article 17. Artist's Rights and Alteration or Removal of Artwork

- 17.1 The Artist retains all rights under state and federal laws, including Section 106A of the Copyright Act of 1976 (17 U.S.C. § 106A) .
- 17.2 The City agrees that it will not intentionally alter, modify, change, destroy, damage, remove, or relocate the Artwork without first notifying the Artist. The City shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The City shall make a reasonable effort to maintain the integrity of the Artwork.
- 17.3 If any alteration or damage to the Artwork occurs, or the Artwork is removed or relocated, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the City shall remove the identification plaque and all attributive references to the Artist at its own expense within 30 days of receipt of the written request. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such written request. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.
- 17.4 Article 17 is intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent

that this Agreement is in direct conflict therewith.

Article 18. Permanent Record

The City shall maintain on permanent file a record of this agreement and of the location and disposition of the Artwork.

Article 19. Independent Contractor Status

During the entire term of this Agreement, Artist 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 City. Artist 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 20. Indemnification

Artist shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City 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 Artist or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 21. Insurance

During the performance of any and all Services under this Agreement, Artist 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 City, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Artist shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement, which shall be attached to this Agreement as Exhibit G. Approval of the insurance by the City shall not relieve or decrease the extent to which Artist may be held responsible for payment of damages resulting from Artist's provision of the Services or its operations under this

Agreement. If Artist fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 22. Conflict of Interest

Artist 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. Artist agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 23. 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 24. 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 25. Assignment

Neither the City nor the Artist 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 26. Third Party Rights

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

Article 27. 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 28. Non-Discrimination

Artist 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.

The Artist understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Artist believes that a City employee engaged in such conduct towards the Artist and/or any of its employees, the Artist or its employees may file a

complaint with the City department head in charge of the Artist'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 29. Compliance with Laws

In performing the Services under this Agreement, Artist 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, Artist shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 30. E-Verify

Artist 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). Artist shall sign an affidavit, attached as Exhibit E, affirming that Artist 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.

Artist and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Artist or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Artist or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Artist or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Artist or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Artist or subcontractor did not knowingly employ an unauthorized alien. If the Artist or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or City 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 Artist. If the City terminates the contract, the Artist or subcontractor is liable to the City for actual damages.

Artist shall require any subcontractors performing work under this contract to certify to the Artist 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. Artist shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 31. Steel or Foundry Products

31.1 To comply with Indiana Code Chapter 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be

used. Should the City feel that the cost of domestic steel or foundry products is unreasonable; the City will notify the Artist in writing of this fact.

31.2 Domestic Steel Products are defined in Ind. Code § 5-16-8-1 as follows:

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

31.3 Domestic Foundry Products are defined as follows:

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

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

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

Article 32. Notices

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

City:

City of Bloomington
Attn: Holly Warren
401 N. Morton, Suite 150
Bloomington, Indiana 47402

Artist:

Jonathan Racek
1303 S. Rechter Place
Bloomington, IN 47401

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

Article 33. Intent to be Bound

The City and Artist 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 34. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Artist. 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 35. Non-Collusion

Artist is required to certify that it has not, nor has any other member, representative, or agent of Artist, 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. Artist shall sign an affidavit, attached hereto as Exhibit F, affirming that Artist has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated by reference as though fully set forth.

[Signature Page Follows]

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

CITY OF BLOOMINGTON

JONATHAN RACEK

Beth Cate, Corporation Counsel

Jonathan Racek, Artist

**CITY OF BLOOMINGTON PARKS AND
RECREATION DEPARTMENT**

Paula McDevitt, Director

Kathleen Mills, President
Board of Parks Commissioners

EXHIBIT A
Proposal

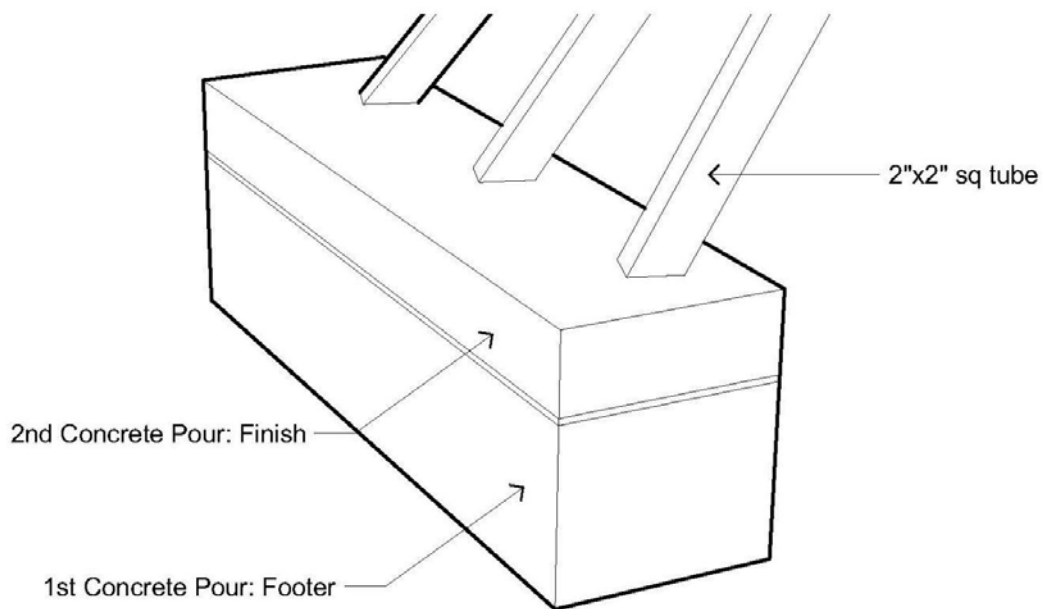
[See Attached]

Title: **FLEET/ing**
[Click for Video](#)

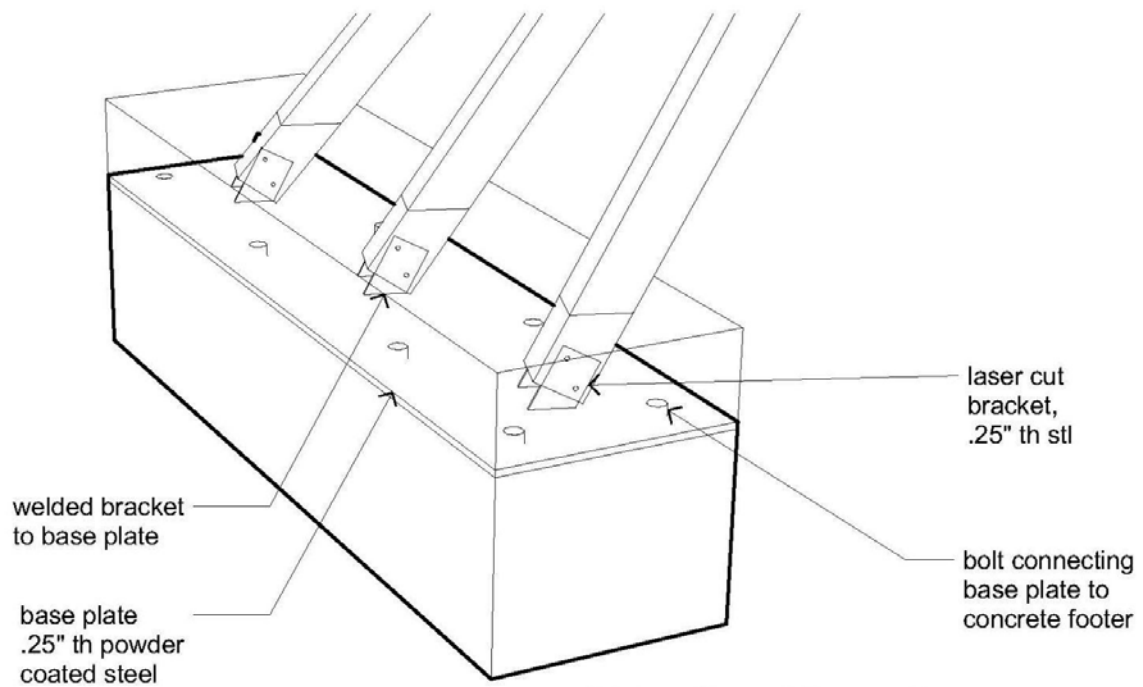








3d view of concrete base



3d view of base plate assembly



This installation speaks to the site's prairie restoration. The state of change happening at the site, to a more native/original state, interested me in this project—stepping back from nature, working with it instead of dominating it, and allowing it to heal.

An abstract representation of a meadow swaying in the wind, **the piece is about growth and decay.**

The graduation of colors represents the passing of the day--the sun rises (moving from dark to light, in this case, from dark purple to yellow) to sunset (moving from light to dark, from yellow to dark purple). Change is also expressed as implied movement: the piece can be viewed as a collection of grasses moving together as a wave or a single piece of grass captured “frame by frame” in motion.

The piece is titled, “FLEET/ing”, is on the one hand fleet, nimble and quick in its implied movement. And the piece is fleeting, a comment on the transient nature of life, growth and decay depicted in the gradient of colors.

Description of the installation:

20 Powder-coated steel tubes (2"x2" x 1/4" A500 steel)

Concrete

Base: powder coated steel brackets

Dimensions: 12' x 18.5' x 10' (Scale of the piece is important, as a large piece like this will fill the site and will allow people to see the piece from a distance)

Location: Site A

Maintenance Plan:

This piece has been designed for easy maintenance. The powder coating will protect the steel from deterioration. The tops of the tubes will be sealed from the elements. The concrete base will prevent damage from lawn maintenance. The tubes and base (made from 1/4" the steel) have been over-structured to accommodate people hanging off the piece. If someone wants to vandalize the piece, such as trying to carve into the steel, because of the small surface area, this kind of vandalism would barely show up. Touch-up paint would clean up this vandalism.

If damage were to happen to one of the tubes, it would be possible to remove one of the pieces to repair it. Since the piece has two layers of concrete, separated by a steel base, you could jack-hammer the area around the damaged tube, unbolt that tube and then repour the concrete.

The annual estimate for upkeep would be the cost of the markup paint. This construction is similar to another public art piece I did in Bloomington next to Seminary Park. There I used powder coated 1/4"

steel and this two-pour system. After 6 years, this piece has stood up very well.

Project Timeline

July: Complete drawings, start tube and base fabrication (fabrication will take 4-6 weeks)

Mid - August: Prep concrete footers, pour concrete footer

Late August: Install piece, final concrete pour, install lighting

Mid - September: Completion (adding a couple of weeks for contingency)

Video Credits:

Utrecht Video

Wolfgang Langer

Mikhail Nilov

Berkalp Turper

EXHIBIT A-1
Budget

[See Attached]

Detailed Budget for the project (total budget \$25,000):

Item	Cost
Fabrication of (4) mounting plates, (40) mounting brackets, (20) end caps for Tubes, and (20) 2" square tubes. Flat material is all A36 1/4" plate and square tube is 2"x2" x 1/4" A500 steel. Powdercoating of 20 tubes Fabrication, installation by Poytner, Greenwood IN	16,500
Concrete Initial Footer Final Pour over base Trevor Powell Concrete	2500
2 LED lights/ Installation, Cassady Electric	1500
Artist Fee (10%)	2500
Contingency	2000
Total	25,000

EXHIBIT B Rogers Family Farm Site

SITE A DETAIL



SITE PLAN



Rogers Family Park
Bloomington Parks & Recreation
200 E. American Road, Bloomington, Indiana
October 2021

EXHIBIT C
Project Schedule

EXHIBIT D
Principal Personnel

Jonathan Racek, Artist

EXHIBIT E

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Jonathan Racek

By: _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

Exhibit G
Proof of Insurance

[See Attached]

Attachment 1
Schematic Design

[See Attached]

Attachment 2
Final Design

[See Attached]

Attachment 3
Maintenance Manual

[SeeAttached]



STAFF REPORT

Agenda Item: C-2
Date: 9/20/2022

Administrator
Review/Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: September 27, 2022
SUBJECT: REVIEW/APPROVAL OF 2023 PROPOSED GENERAL FUND BUDGET REQUEST

RECOMMENDATION

It is recommended the Board approve the proposed 2023 City of Bloomington Parks and Recreation General Fund Budget Request and Program Units as attached.

BACKGROUND

The 2023 Parks and Recreation General Fund budget request and revised program unit structure reflect ongoing changes in service provision and true cost allocations by activity and program unit. The budget preparation process has incorporated input from staff specialists, supervisors, managers and division directors. The 2023 budget was developed using a “zero based” budget model. This model assesses the costs of every department service using no previous budget history and building a budget based on the needs for each service delivered.

A power point presentation will be presented at the meeting highlighting the details of the budget.

Respectfully Submitted,

Paula McDevitt, Administrator



PARKS AND RECREATION DEPARTMENT

2023 BUDGET PROPOSAL

Memorandum

TO: Members of the City of Bloomington Common Council
FROM: Paula McDevitt, Department Administrator
Date: August 25, 2022

Why We Exist

We equitably enrich community well-being by providing quality parks, trails, facilities, programs and services, and through the stewardship of natural spaces.

The Board of Park Commissioners approved this new mission statement in February 2022 as an outcome from the 2021-2025 Master Plan.

Background

The Parks and Recreation Department manages 2,300 acres of property including 34 parks and 38 miles of trails, 28 playgrounds, 2 municipal pools, spray pad, 27-hole golf course, 3 community centers, ice arena, 3 outdoor fitness stations, 8 pickle ball courts, 19 tennis courts, 17 outdoor basketball courts, 6 indoor basketball courts, 1 indoor turf soccer field, 16 ballfields, 2 skate parks, nature preserve and lake. 2021 participants counted through program registrations include 1622 youth, 636 adults and 278 senior adults. Further breakdown of program registrations include: Female - 1199; Male - 1263 Other or Prefer Not to Say - 16, This is a 51% increase from 2020 program registration when program registrations fell 42% from 2019. The department is staffed by 56 full-time employees, comprising 18 union and 38 non-union employees. An additional 377 seasonal staff were employed by the department in 2021, a 23% increase over the 32% decrease in 2020, earning hourly pay rates of \$14.01 - \$15.95 an hour, a continued increase schedule initiated in 2018.

National Accomplishments – National Recreation and Park Association (NRPA)

The Bloomington Parks and Recreation Department was re-accredited in June 2021 for another five years, meeting every single one of the 154 standards of operations for the first time in our history. Accreditation is awarded by the National Recreation and Park Association Commission for Accreditation of Park and Recreation Agencies 2001. The department is currently one of 166 accredited departments across the country.

The Department was honored to win the 2018 National Recreation and Park Association National Gold Medal Award for Class III (population 75,000–150,000). The Gold Medal Award honors one community of its size in the country that demonstrates excellence in long-range planning, resource management and innovative approaches to delivering superb park and recreation services with fiscally sound business practices.

5 Year Master Plan 2021-2025

The Department is in year two of a five year Master Plan. The department has long used the master planning process to set priorities in meeting the community's needs for parks, recreation and open spaces. A five-year master plan is a requirement to receive grant funds from the Indiana Department of Natural Resources and for NRPA accreditation.

Four goals emerged with associated strategies:

- Maintain and enhance the assets and natural resources of the Department
- Reinforce activities and programs to positively impact public health, sustainability and climate action
- Prioritize diversity, equity and inclusion
- Develop administrative and staffing capacity

A Strategic Action Plan (SAP) further details strategies and tasks for each Master Plan goal. Every Division is responsible for assigning timelines, teams and tracking progress in the SAP presenting progress updates to the Board of Park Commissioners twice a year.

Department staff work together to identify efficiencies and meet the community demand for programs and services. This work is strategically done in five actions teams:

- Staff Morale
- Process Improvement
- Employment
- Sustainability and Climate Action
- Public Interfacing

Non-Reverting Budget

The Department non-reverting fund serves as an enterprise fund, allowing maximum flexibility for the Department to offer services in response to trends and customer demand while minimizing reliance on the general fund tax base.

The Parks and Recreation Non-Reverting fund budget and program unit structure reflects ongoing changes in service provision and true cost allocations by activity and program unit. A bottom-up process has incorporated input from staff specialists, supervisors, managers and division directors. The Non-Reverting fund is reviewed, approved and managed by the Board of Park Commissioners.

Each program unit has a set cost recovery goal established by the Board of Park Commissioners. Program and service fees are set using a Pricing & Cost Recovery Pyramid. Program units with no- to low-cost recovery goals typically generate the most community benefit and rely most heavily on the general fund. Program units with higher cost recovery goals typically rely more on the non-reverting fund as they more generally benefit individuals.

Benefits and Challenges

Parks and recreation departments across the country are slowly recovering from COVID-19 shutdowns while also building on how critical parks, green spaces and trails are for mental and physical health. Locally, the Department continues to see upward trends in golf services, tennis, pickle ball, and trail usage. Responding to available capacity at Winslow Sports Complex and Twin Lakes Recreation Park, field rentals for partnership organizations and tournament play is proving to be a positive revenue source.

The Department program budgets are challenged with increases in supplies and services not only affecting the current year budget but increases in the 2023 budgets. Cost of goods such as agricultural supplies, maintenance and building supplies have increased along with electric, water, and fuel. Even with competitive seasonal wages, hiring has been challenging along with retention. Vandalism in parks often results in costly repairs and impacts planned budget expenses.

Sustainability and Climate Action

The Department's ongoing efforts to address climate change and advance sustainability are represented in the work done in Natural Resources, Operations, Urban Greenspace, Cemeteries, Urban Forestry, Sports Division-Turf Management, and Facilities. The Department's Sustainability and Climate Action Team meets monthly to work on goals in the City's Climate Action Plan specific to the Department. Three action items are the focus in 2021:

- Provide an approved "Green" Vendor List for future purchasing. Currently working in coordination with the Economic, Sustainability Development department to produce a list for quick reference and purchasing guidance.
- Produce a Facility Maintenance check-list for all Department owned facilities.
- Create a centralized Metric Tracking Spreadsheet to track department usage of water, electricity, solar, natural gas, fuel, solid waste, recycling, paper, ink.

Current inventory of gas-powered equipment still consists of 20 weed eaters, 20 blowers and 6 chainsaws despite having made progress with 10 pieces of handheld battery operated equipment including weed eaters, trimmers, blowers and a chainsaw. Significant investment to increase the inventory is still needed as the gas powered equipment continues to

outnumber the battery operated equipment. Recognizing some areas of operations are still more suited for gas-powered equipment.

Landscaping/Urban Greenspace in 2021 planted 4,900 bare root native tree seedlings, 2,728 native plants representing 40 different species at 13 parks and facilities, and contracted mowing services at 36 park locations. Also in 2021, Urban Forestry planted 304 new trees, pruned 632 trees and removed 214 hazardous trees in 2021. The Bicentennial Bond funds were used to plant 296 native trees in the 2022 spring planting season. Urban forests across the United States are often unequally distributed, with higher-canopied neighborhoods linked with higher income and a higher percentage of white populations. To address gaps in Bloomington's canopy, the Bicentennial bond tree planting is focused in areas identified by both their environmental and socio-economic characteristics.

Diversity, Equity and Inclusion

One of the goals in the Department's new five-year Master Plan is to prioritize diversity, equity and inclusion. Strategies to accomplish this include:

- Support inclusive employee culture initiatives that celebrate the diversity and equity of the Department team
- Reflect diversity, equity, and inclusion value in internal and external communications
- Explore new partnerships to facilitate better engagement and reduce barriers
- Prioritize program expansion in underserved areas of the community

Progress towards this goal includes full time staff completed implicit bias training and Human Resources Kantola training modules. Four staff members are currently enrolled in the Indiana Park and Recreation Association Social Equity Series and serve on the Association's DEI Committee. A new community event, International Food and Arts Festival was held in April in partnership with the Community and Family Resources Department. The Performing Arts Series included a diverse selection of movies and performers this season.

American Rescue Plan Act

The American Rescue Plan Act funds support the department recover from 2020/2021 revenue losses due to COVID-19. Vital services such as the private security contract to provide increased patrols at Switchyard Park, B-Line Trail, Seminary Park, Building Trades Park, Crestmont Park, Rev. Butler Park. Annual operational costs for contractual mowing, bridge inspections and the continuation of the Centerstone employment program partnership. The department is also using ARPA funding for a successful green jobs program in partnership with CanopyBloomington.

Parks & Recreation 2023 Budget Summary

Budget Allocation	2019 Actual	2020 Actual	2021 Actual	2022 Budget	2023 Budget	Change (\$)	Change (%)
100 - Personnel Services	5,184,784	5,265,512	5,486,906	6,296,244	6,799,774	503,530	8%
200 - Supplies	456,586	394,260	463,528	624,509	882,785	258,276	41%
300 - Other Services	2,031,759	1,556,597	2,064,234	3,126,096	3,260,046	133,950	4%
400 - Capital Outlays	306,430	147,308	4,500	736,500	1,071,100	334,600	45%
Total	7,979,559	7,363,677	8,019,168	10,783,349	12,013,705	1,230,356	11%

2023 Activity Descriptions and Goals

ADMINISTRATIVE DIVISION

Administration

Activity Description: Implement policy as set forth by the Board of Park Commissioners. The Department Administrator manages Recreation Services, Sports, and Operations and Development Directors, Office Manager and Community Relations Manager. Office Manager and Customer Service staff provide financial and clerical support for all program areas.

Goals:

- Evaluate Customer Service job descriptions to address increases with on-line registrations, phone calls, contract management, daily deposits and support staff work requests.
- Evaluate Pool Fee Waiver process to make the program more equitable for all who qualify by Q1.
- Complete CAPRA Accreditation annual report Q2.

Administration Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	442,958	467,871	6.00	0.00	85,000 city residents
200 - Supplies	9,035	10,951			
300 - Other Services	359,928	365,227			
400 - Capital Outlays	0	0			
Total	811,921	844,049	Tot. (FTE)	6.00	

Fund: General

Community Relations

Activity Description: Develop and implement effective communication, marketing and branding strategies for the Department. Marketing the department programs and services generates revenue to support department revenue goals. Recruit, track and assign community volunteers and sponsors whose contributions support the Department's mission.

2023 Goals:

- Enhance social media and other digital content through the purchase of a WiFi enabled SLR camera for still photos, and a WiFi enabled mobile device for live streams by Q2.
- Utilize only FSC or SFI certified and/or tree-free papers from sustainable sources for print marketing by Q1.
- Reduce production of single-use signage through re-designs with universal language for multi-season use by 20% by Q4.
- Replace at least two paper sandwich boards with reusable, portable, battery-powered LED message centers by Q4.
- Enhance partnership with CanopyBloomington through cross-promotion of at least two tree planting events on public and private property by Q4.
- Purchase Optical Character Recognition software to test read printed and electronic documents and websites, and evaluate for accessibility for the sight impaired and for non-English language readers by Q4.

Community Relations Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	237,098	243,595	3.00	0.00	85,000 city residents. Thousands of visitors and out of city users.
200 - Supplies	9,120	9,890			
300 - Other Services	264,405	258,864			
400 - Capital Outlays					
Total	510,623	512,349	Tot. (FTE)	3.00	

Fund: General

OPERATIONS DIVISION

Operations - Parks, Facilities and Trail Maintenance

Activity Description: Provide high-quality resource protection, development, grounds maintenance, facility maintenance, repair, renovation, construction, landscaping, event setups, public safety and sanitation services for equipment and facilities contained within 34 public parks and related public facilities and trails. Provide services on a year-round basis for any and all residents and visitors to the community totaling over one million users per year.

Operations Division goals are based on information found in the Parks Strategic Action Plan, the Parks Capital Improvement Plan, and the City's Climate Action Plan. These plans were made to maximize the benefit of financial investment in capital facilities, staffing, and programs.

Goals:

- Purchase Enterprise Asset Management software package and tablet and put into use by Q2.
- Replace \$25,000 of gas powered equipment with battery operated equipment by Q2.
- Complete B-Line asphalt repairs, crossing restriping, and Grimes B-Line bridge repairs (as indicated in engineering inspection) by Q3.
- Complete repair and resurfacing of RCA Park entryway and parking lot by Q3.
- Replace the aging Bryan Park 5-12 year old playground (installed in 1999) by Q4.
- Conduct semi-annual inspections of all 28 playgrounds by Q4.
- Demolish existing and construct new replacement shelter at Building Trades Park by Q4.

Operations Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	1,230,409	1,399,141	10.60	10.66	Estimated 1 million visitors
200 - Supplies	193,728	351,629			
300 - Other Services	274,062	581,942			
400 - Capital Outlays	0	0			
Total	1,840,268	2,332,712	Tot. (FTE)	21.26	

Fund: General

Landscaping/Urban Greenspace

Activity Description: Provide year-round high-quality native landscape maintenance services on ~300,000 sq ft of formal landscaping and 2,300 acres of publicly owned property, including parks and other City properties.

Landscaping/Urban Greenspace goals are based on the Parks Strategic Action Plan and Climate Action Plan goals.

Goals:

- Install 5,000 native plants (B-Line Trail, Switchyard Park, Miller-Showers Park) by Q2 (CAP Strategies W-1-A, G2- A & B)
- Divert 75 tons (600 cubic yards) of green waste from the waste stream to local composting businesses by Q4. (CAP Strategy WM1- A)
- Remove 25 acres of invasive woody vegetation (Griffy Lake Nature Preserve, Upper & Lower Cascades Parks, RCA Park, Winslow Sports Complex, Winslow Woods Park), by Q4. (CAP Strategies G2- A & B)

- Plant 6,000 bare-root native hardwood saplings (Bryan Park, Ferguson Dog Park, Lower Cascades Park, Highland Village Park, RCA Park, Winslow Sports Complex & Winslow Woods Park) by Q2. (CAP Strategies G1- B, G2- A & B, G3- A, G4- B)
- Assess and design green infrastructure erosion control plan at Park Ridge East Park by Q4. (CAP Strategies W4- A & B)
- Assume vegetation management responsibilities for the site of the former lake at Wapehani Mountain Bike Park from CBU and execute a contract for ongoing invasive management of site by Q4.

Landscaping Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	644,225	684,382	4.50	11.00	85,000 city residents 450 volunteers.
200 - Supplies	68,397	76,086			
300 - Other Services	151,035	289,404			
400 - Capital Outlays	0				
Total	863,657	1,049,872	Tot. (FTE)	15.50	

Fund: General

Urban Forestry

Activity Description: Provide high-quality urban forestry for publicly owned property, including parks, throughout the City of Bloomington in an ongoing effort to protect and enhance the urban forest, and contribute to the appearance and beautification of the City of Bloomington. Increase public awareness of and involvement in urban forestry through educational efforts to promote landscaping and tree care on private properties.

Urban Forestry goals are based on the Parks Strategic Action Plan and Climate Action Plan goals and utilize data gathered and analyzed through the City's TreeKeeper database.

Goals:

- Complete year one of 15-year Callery Pear Replacement program by removing and replacing 50 City-owned Callery Pears included in the 2019 Inventory (BPRD Master Plan - Strategic Action Item - Goal 1.7) by Q4.
- Complete City-owned tree inventory updates for 1/3 (approximately 6000 trees) of Bloomington, including Tree Risk Assessment (BPRD Master Plan - Strategic Action Item - Goal 1.7) by Q4.
- Conduct at least one educational urban forestry event for the public (CAP G3-B-2) by Q2.
- Develop an updated recommended tree species list in the City of Bloomington Tree Care Manual, including information to help developers properly match tree species to site conditions (CAP G3-A-2) by Q3.

Urban Forestry Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	256,786	282,787	2.60	2.01	85,000 city residents
200 - Supplies	54,045	64,784			
300 - Other Services	197,886	249,533			
400 - Capital Outlays	0	0			
Total	479,775	597,104	Tot. (FTE)	4.61	

Fund: General

Natural Resources

Activity Description: Enhance and protect natural areas managed by the Department including Griffy Lake Nature Preserve (1,191 acres), Wapehani Mountain Bike Park (43 acres) and Leonard Springs Nature Park (85 acres), while providing appropriate outdoor recreational and educational opportunities in these areas for all ages in the community.

Natural Resources goals are based on the Parks Strategic Action Plan and Climate Action Plan goals and also draw on the Parks Capital Improvement Plan.

Goals:

- Install new directional trail signage throughout Griffy Lake Nature Preserve by Q2.
- Remove three dilapidated buildings on East Griffy Reserve property along Lanham Ridge Rd by Q2
- Install permanent solar power system at Griffy Lake Boathouse by Q4.
- Complete stream study to augment the master plan and get streambank stabilization recommendations for Griffy Lake Nature Preserve by Q4.
- Make entrance improvements to Griffy Lake Nature Preserve parking area to improve traffic flow and accessibility by Q4.

Natural Resources Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	333,321	373,319	2.05	4.95	4,700 youth 2,000 adults 2,533 boat rentals
200 - Supplies	17,970	18,071			
300 - Other Services	62,276	126,863			
400 - Capital Outlays	0	0			
Total	413,567	518,253	Tot. (FTE)	7.00	

Fund: General

Cemeteries

Activity Description: Administer and maintain Rose Hill and White Oak Cemeteries including 4400 grave sites, mausoleums, monuments, statuary, and related structures. Sell grave sites and related interment services in a high-quality accountable manner to customers.

Cemetery operations are based on the Parks Strategic Action Plan and best practices for cemeteries shared through the Indiana Cemeteries Association and other organizations.

Goals:

- Rewire electrical system at Rose Hill Maintenance Shop by Q2
- Repair 50 monuments in Rose Hill and White Oak Cemetery by Q4.
- Complete contracted repairs on approximately 500 feet of the western perimeter wall (total 1,658 feet) of Rose Hill Cemetery, including stone replacement and tuck point work by Q4.
- Plant 100 native trees/shrubs in Rose Hill and White Oak Cemetery by Q4.
- Open scatter garden area at Rose Hill Cemetery by Q2.

Cemeteries Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	164,613	175,099	1.25	2.02	White Oak: 478 plots Rose Hill: 4006 plots
200 - Supplies	16,977	21,762			
300 - Other Services	89,092	38,736			
400 - Capital Outlays	120,000	0			
Total	390,682	235,597	Tot. (FTE)	3.27	

Fund: General

RECREATION DIVISION

Benjamin Banneker Community Center

Activity Description: Operate a community and cultural hub that provides opportunities for underserved groups in the Bloomington community to connect year-round through various affordable programs and activities.

Banneker is a cultural and nutritional hub to inspire youth and provide opportunities for the Bloomington Community to connect. Grant funds from the Regional Opportunities Initiative (ROI) and National Recreation and Park Association (NRPA) have transformed the facility for optimal space for community meetings, gardening and cooking programming, after school tutoring/mentoring, and preschool opportunities. Banneker partnerships provide unique opportunities for the community to engage and maximize resources.

Goals:

- Diversify rental opportunities through strategic partnerships to increase annual rental revenue goal by 15% from \$15,700 (2021) to \$18,000 (2023) by Q4
- Develop nutrition hub programming by offering GOAL (Get on Board Active Living), education, and gardening programs, with 100 total participants by Q4
- Create nutrition, financial, and literacy programs for parents of participants impacting 20 participants each season for a total of 60 by Q3
- Increase Fairview After School program participations by 40% from 3,162 (2021) to 4,427 by Q4
- Increase preschool programming attendance (open play times and story hours) from 18% 2159 (2021) to 2600 by Q4

Banneker Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	363,036	382,253	3.15	4.80	8000 youth 10,000 adults
200 - Supplies	19,024	20,828			
300 - Other Services	52,050	50,094			
400 - Capital Outlays	0	0			
Total	434,110	453,175	Tot. (FTE)	7.95	

Fund: General

Community Events

Activity Description: Provide a wide array of recreation events to meet the diverse needs of the community, creating a sense of community and providing unique activities for families. Activities include Farmers' Market, Community Gardens, Concerts and Movies in the Parks, Arts and Crafts Fairs, the Fourth of July Parade, and many family-friendly events. The city survey and the Department's Community Interest Survey results continue to show community events as one of the most valued service aspects of the Department. In addition to events, movies, concerts, and more, sustainable solutions to food insecurity through the Bloomington Community Farmers' Markets and the opportunity to grow food independently through one of our three community gardens.

Goals:

- Install sound equipment at Switchyard Park by Q3
- Create a non-reverting Performing Arts Series seasonal staff position by Q2
- Increase the number of Farmers' Market vendor contracts by 22% from 51 (2022) to 65 and the number of Food and Beverage Artisans from 9 (2022) to 12 by Q4
- Purchase a new cargo van to replace van 840 by Q3
- Purchase new exterior fencing at Rev. Butler Community Garden by Q3
- Install electricity in the Farmers' Market shed by Q2
- Increase art vendor participation in the Saturday A Fair of the Arts by 15% from 28 vendors (2022) to 32 vendors by Q4
- Increase attendance to the Glow Week programs by 35% from 600 (2021) to 810 by Q4

Community Events Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	337,882	358,725	4.30	0.30	32,000 all ages
200 - Supplies	2,393	4,289			
300 - Other Services	22,453	22,219			
400 - Capital Outlays	40,000	0			
Total	402,728	385,233	Tot. (FTE)	4.60	

Fund: General

Gardens

Community Events Gardens Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	68,112	64,850	0.70	0.49	350 Community Gardens
200 - Supplies	1,721	2,730			
300 - Other Services	3,351	2,400			
400 - Capital Outlays		0			
Total	73,184	69,980	Tot. (FTE)	1.19	

Fund: General

Farmers' Market

Farmer's Market Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	65,696	72,663	0.90	0.00	65,000 (Includes Holiday Market)
200 - Supplies	0	0			
300 - Other Services	0	0			
400 - Capital Outlays	35,000	0			
Total	100,696	72,663	Tot. (FTE)	0.90	

Fund: General

Switchyard Park

Activity Description: Switchyard Park is Bloomington's premier park with 58 acres of land and numerous amenities. The park is a space for both passive and active use. Switchyard has a variety of amenities designed to serve as a focal point for the community. Amenities in the park include a spray pad, dog park, skate park, community gardens, fitness circuit, performance stage and lawn areas, grass amphitheater, playground, basketball court, four pickle ball courts, three bocce courts, picnic shelter, walking/biking trails, and an 11,000 square foot pavilion, as well as a police substation.

Community input in the Switchyard Park Master Plan determined the community envisioned a park incorporating both walkability and connectivity as key elements, with programs and facilities that were diverse, equitable and inclusive. Switchyard Park's programs, facilities, features, and rental opportunities serve to welcome the park visitors from the community and surrounding areas. Food Truck Fridays and the Winter Farmers' Market fill the park with food from different corners of the world available for purchase, diversity in music, and an overall welcoming environment. The amenities and programs offered along with the rental opportunities at the Pavilion continue to drive the popularity of the park.

Goals:

- Install LED digital message board in Switchyard Park by Q2
- Install a rinse/water station in the dog park by Q2.
- Install a shade sail in the dog park by Q3
- Create digital tour of Switchyard Park Pavilion by Q4
- Increase Pavilion revenue by 20% from 29,000 (2022) to \$35,000 is Q4

Switchyard Park Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	
100 - Personnel Services	340,941	283,205	2.00	3.16	400,00 (all ages); 6,000 Pavilion events/rentals; 300 Scheduled activities in park & Pavilion
200 - Supplies	46,200	59,433			
300 - Other Services	269,216	504,190			
400 - Capital Outlays	13,000	0			
Total	669,357	846,828	Tot. (FTE)	5.16	

Fund: General

Inclusive Recreation

Activity Description: Provide recreation services and programs for people with disabilities to facilitate participation in the most integrated settings, promoting interactions between individuals with and without disabilities in all Parks and Recreation programs. Current trends focus on inclusive and equitable programs. Programming such as Sensory Santa enables populations that oftentimes left out the chance to participate in many different experiences. By reviewing playgrounds, trails, programming, and facilities all populations and ability levels are welcome.

Goals:

- Increase the number of campers with disabilities at Kid City camp from 7 (2021) to 10 by Q3.
- Create a reporting and tracking system for inclusive participations usable by entire department by Q4
- Consult with Operations Division staff on accessibility for all Department projects including playgrounds, trails, parking lots, and parks and amenities to assure accessibility for users by Q4

Inclusive Recreation Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	92,112	136,454	0.65	1.18	Kid City Day Camp: 17
200 - Supplies	100	100			
300 - Other Services	620	620			
400 - Capital Outlays	0	0			
Total	92,832	137,174	Tot. (FTE)	1.83	

Fund: General

Health and Wellness

Activity Description: Provide opportunities through programs, events and partnerships to encourage wellness, communicate the benefits of healthy choices and promote department resources which support healthy lifestyles. Health and wellness is one of the National Parks and Recreation Association foundational pillars. There are health benefits in all program areas with guidance from the Health/Wellness area. Partnerships with community health providers increase access to screenings, health education, physical activities and mental health breaks.

Goals:

- Offer a one online or in-person wellness program for 50 City employees by Q4.
- Offer four seasonal health/wellness programs/events attracting 200 participants by Q4
- Secure Youth and Adolescent Physical Activity (YAPA) grant for \$8,000 to fund one youth public health program by Q4
- Initiate a punch card system for Switchyard Park fitness programs by Q4
- Increase outdoor fitness classes from four to six classes per week for total of 125 total classes by Q4
- Offer four public nutrition classes for up to 40 participants at Banneker Community Center by Q4

Health and Wellness Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	93,827	90,043	1.15	0.14	800 youth; 450 adult
200 - Supplies	800	3,100			
300 - Other Services	350	350			
400 - Capital Outlays	0	0			
Total	94,977	93,493	Tot. (FTE)	1.29	

Fund: General

Allison Jukebox Building /Youth Services

Activity Description: Conduct Kid City summer camp programs, classes and programs for children grades K-8. Operate a multi-purpose community center year-round and facilitate center rentals.

Focusing on youth programming, especially during summer and other break times from school has been a long standing tradition. Providing safe child care through summer camp and break days that elevate children to learn about their community in a fun, safe manner has been the goal of this area for multiple generations.

Goals:

- Replace carpet in activity room and two offices by Q4
- Increase rental revenue by 83% from \$547 (2021) to \$1000 by Q4
- Create Kid City garden program in Waldron, Hill, Buskirk Park by Q3
- Increase average Kid City Summer Camp participation per session from 31 (2022) to 50 per session by Q3

Youth Services Juke Box Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	57,579	60,897	0.65	0.10	10 youth, 75 adults
200 - Supplies	2,000	3,200			
300 - Other Services	9,390	10,025			
400 - Capital Outlays	0	0			
Total	68,969	74,122	Tot. (FTE)	0.75	

Fund: General

Youth Services Kid City Campus Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	4,239	4,583	0.00	0.12	528 youth
200 - Supplies	500	747			
300 - Other Services	3,454	3,311			
400 - Capital Outlays					
Total	8,193	8,641	Tot. (FTE)	0.12	

Fund: General

SPORTS DIVISION

Golf Services

Activity Description: Facilitate affordable golf play and programs at Cascades Golf Course, a 27-hole facility including a driving range, practice greens, clubhouse and banquet facility. Individuals of all ages benefit from an outdoor activity on 128 acres of green space dating back to the course opening in 1928.

Cascades Golf Course

Goals:

- Increase 18-hole rounds by 3% from 29,670 (2021) to 30,653 by Q4.
- Increase driving range participation from 17,948 (2021) to 18,486 (3%) by Q4.
- Increase golf outings from 42 (2021) to 47 by Q4.
- Increase Clubhouse rentals from 29 private rentals (2021) to 60 by Q4.

Golf Services Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	498,284	550,900	4.18	5.66	29,670 Rounds; 521 Youth Programs; 268 season passes
200 - Supplies	78,620	108,434			
300 - Other Services	210,879	256,555			
400 - Capital Outlays	0	0			
Total	787,783	915,889	Tot. (FTE)	5.66	

Fund: General

Frank Southern Center

Activity Description: Provide affordable recreational and organized ice skating to ice enthusiasts from Bloomington and surrounding communities from October through the middle of March.

Goals:

- Increase public session attendance from 7,012 to 16,000 by Q4.
- Increase user group hourly rentals 84% from 225 hours to 413 hours by Q4.
- Increase youth house hockey registrations by 15% from 64 to 74 by Q4.
- Increase Hockey Initiation registration 35% from 30 to 40 by Q4.
- Increase Skating School registrations 2% from 576 to 590 by Q4.

Frank Southern Center Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	168,737	212,429	1.05	2.62	830 youth programs 14,000 rentals and public sessions
200 - Supplies	19,527	22,151			
300 - Other Services	192,375	190,543			
400 - Capital Outlays	0				
Total	364,705	425,123	Tot. (FTE)	3.67	

Fund: General

Aquatics

Activity Description: Plan, coordinate and facilitate recreational swimming, formal lessons, private rentals, special group use and advanced aquatic safety training for the community operating out of Bryan Pool and Mills Pool. Operating municipal pools offers opportunities for physical activity, community and water safety instruction.

Goals:

- Increase Bryan Park Pool attendance from 27,935 (2021) to 32,000 by Q3.
- Increase Mills Pool attendance from 5040 (2021) to 8000 by Q3.
- Increase Learn to Swim participation from 405 (2021) to 420 by Q3.

Bryan Park Pool

Bryan Park Pool Budget Allocation	2022 Budget \$	2022 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	167,508	176,243	0.48	4.05	32,445 pool rentals, daily
200 - Supplies	24,100	27,100			
300 - Other Services	78,743	85,095			
400 - Capital Outlays	0	0			
Total	270,351	288,438	Tot. (FTE)	4.53	

Fund: General

Mills Pool

Mills Pool Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	92,756	93,289	0.38	1.96	12,363 - pool rentals, daily admissions and season passes
200 - Supplies	21,650	26,150			
300 - Other Services	39,614	44,014			
400 - Capital Outlays	0	0			
Total	154,020	163,453	Tot. (FTE)	2.34	

Fund: General

Twin Lakes Recreation Center

Activity Description: Operate 100,000 sq ft indoor fitness and sporting facility offering all types of floor sports, artificial turf activities, leisure fitness, group fitness and senior fitness activities. Facilitate access to indoor physical activity space to promote health and wellness, social interaction and event space for all ages.

Goals:

- Increase membership uses/visits 7% from 55,555 (2021) to 59,443 by Q4.
- Increase facility rental revenue from \$191,730 (2021) to \$200,000 by Q4
- Increase Bloomington Youth Basketball participants from 683 to 700 by Q4.
- Increase weekend event schedule from 20 to 22 by Q4.

Twin Lakes Recreation Center Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	305,080	312,537	3.70	0.00	814 youth participants; 90 youth memberships; 674 adult memberships; 367 senior memberships; 80,100 spectators
200 - Supplies	360	704			
300 - Other Services	522	1,902			
400 - Capital Outlays	0	0			
Total	305,962	315,143	Tot. (FTE)	3.70	

Fund: General

Community Sports Services

Activity Description: Plan, coordinate, and provide facilities for softball leagues, variety of field rentals, practices and tournaments at Twin Lakes Sports Complex for youth and adult participants.

Goals:

- Host 1 national softball tournament in July 2023, creating an economic impact of over \$500,000 for the community in Q3.

- Facilitated 550 hours in 2021 of field rentals practices and tournaments to outside organizations per season with a goal of 700 hours in 2023
- Manage tennis program partnership to increase the number of youth and adult participants from 140 to 215 by Q3.

Softball

Adult Sports-Softball Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	140,949	187,880	1.08	1.73	2,900 adults - registered participants
200 - Supplies	17,140	25,622			
300 - Other Services	69,638	70,286			
400 - Capital Outlays	90,000	0			
Total	317,727	283,788	Tot. (FTE)	2.81	

Fund: General

Tennis

Adult Sports - Tennis Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	7,597	7,608	0.08	0.00	140 - lesson participants Informal uses
200 - Supplies	0	0			
300 - Other Services	0	0			
400 - Capital Outlays	0	0			
Total	7,303	7,608	Tot. (FTE)	0.08	

Fund: General

Youth Sports Services

Activity Description: Plan, coordinate, and maintain facilities at Winslow Sports Complex, Olcott Park, and Bryan Park including management of partnerships with Bloomington Junior League Baseball, Senior Baseball, MCCSC and other sporting leagues or groups

Goals:

- Increase number of Junior Baseball participants from 361 participants (2022) to 400 participants by Q4 (2023).
- Facilitate 4 tournament rentals at Winslow Sports Complex to fill capacity on weekends by Q3
- Continue partnership with Bloomington Soccer Club at Winslow Sports Complex to maximize use capacity by Q4.

Winslow Sports Complex

Youth Sports - Winslow Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	149,534	147,897	1.35	1.44	735 youth - partnership programs 130 tournament players 15,112 Spectators
200 - Supplies	18,552	21,479			
300 - Other Services	75,313	76,339			
400 - Capital Outlays	0	0			
Total	243,399	245,715	Tot. (FTE)	2.79	

Fund: General

Olcott Park

Youth Sports - Olcott Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services	32,965	31,123	0.20	0.52	1,180 youth 700 adults Spectators Informal uses
200 - Supplies	2,550	3,545			
300 - Other Services	31,944	31,534			
400 - Capital Outlays	0	0			
Total	67,459	66,202	Tot. (FTE)	0.72	

Fund: General

American Rescue Plan Act

ARPA Budget Allocation	2022 Budget \$	2023 Budget \$	Full Time Staffing (FTE)	Seasonal Staffing (FTE)	Population Served
100 - Personnel Services		0			
200 - Supplies		0			
300 - Other Services		0			
400 - Capital Outlays		1,071,100			
Total	0	1,071,100	Tot. (FTE)	0.00	

Funding: Other

Total Departmental Budget by Fund

Category	ARPA	Parks General Fund	Total
1		6,799,774	6,799,774
2		882,785	882,785
3		3,260,046	3,260,046
4	1,071,100	0	1,071,100
Total	1,071,100	10,942,605	12,013,705

2023 Budget Request Highlights

The Parks and Recreation total budget request is \$12,013,705. This is an increase of \$1,230,356 or 11%.

Category 1 - Personnel request is \$6,799,773. This is an increase of \$503,529 or 8%. Significant changes include a 5% cost of living increase which aligns with the City-wide proposal for non-union employees, plus 5 new full time positions and cost of living wages for all seasonal employees.

Category 2 - Supplies request is \$882,785. This is an increase of \$258,276 or 41%. Significant changes include maintenance supplies, playground resurfacing material, fuel, new shelter at Building Trades Park; drainage project supplies, shade sails, drinking fountains and wildlife resistant waste receptacle for various park locations.

Category 3 - Other Services & Charges request \$3,260,046. This is an increase of \$133,950 or 4%. Significant changes include facility utility costs, facility and irrigation repairs, bridge inspections and repairs, security contract, Centerstone partnership contract, contractual tree removal and planting.

Category 4 - Capital Outlays / American Rescue Plan Act (ARPA) request is \$1,071,100. This is an increase of \$344,600 or 45%. The 2022 APRA budget was for revenue replacement loss from 2020. The 2023 ARPA budget is capital projects (Category 4), battery operated equipment and vehicle purchases.

Conclusion

Thank you for your consideration of the Parks and Recreation 2023 budget request.



STAFF REPORT

Agenda Item: C-3 Date: 9/21/2022

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Clarence Boone, Program Coordinator- Farmers' Market
DATE: September 27, 2022
SUBJECT: HOLIDAY MARKET- CONTRACT TEMPLATE APPROVAL LOCAL
PRODUCT AGREEMENT

Recommendation

Staff recommends approval of the contract template for local product vendors at the 2022 Holiday Market. Projected revenue is \$300 - \$450. All revenue received from booths will be deposited into 201-18-186503-43270.

Background

The 20th annual Holiday Market takes place Saturday, November 26th at City from 10:00 A.M. to 3:00 P.M. at Bloomington's City Hall, parking lot, and Showers Plaza. Visitors can shop for locally grown farm products, and arts and fine crafts created by local artisans, while enjoying local entertainment, carolers, photo opportunities and holiday fair. This event is one of the area's most beloved traditions.

No significant changes have been made to the template, and it has been approved by the Legal Department. This is an agreement between the participating vendors and the City of Bloomington Parks and Recreation detailing the expectations and policies for both parties.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script that reads "Clarence W. Boone".

Clarence Boone, Program Coordinator- Farmers' Market
2021-January

2022 HOLIDAY MARKET LOCAL PRODUCT AND SERVICE CONTRACT

In consideration for the right to participate in the 2022 Holiday Market (hereinafter "Market"), the City of Bloomington (hereinafter "City"), and the undersigned vendor(s), (hereinafter "Vendor"), agree to the following, and to the accompanying Local Product and Service Vendor Information, which is incorporated herein by reference and is a part of this contract.

1. DEFINITION

- a. "Vendor" is a person or non-profit group whose local products and/or services have been accepted for exhibition and sale at the Market pursuant to this agreement, or the immediate family of such person, as defined in this agreement, and who has signed this agreement.
- b. "Immediate family" is defined in this agreement to be a parent, child, spouse, or domestic partner of a person whose product has been accepted for sale at Market.

2. ELIGIBILITY OF EXHIBITION

Only individuals or non-profit groups who are named as Vendors in this agreement may exhibit and sell at the Market. A Vendor may exhibit and sell only works/services which he or his immediate family or non-profit group has produced in accordance with the guidelines set forth in this agreement.

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

Vendor agrees to pay twenty five dollars (\$25.00) to the City in order to participate in the Market if it is a non-profit group. Any Vendor who is *not* a non-profit group agrees to pay forty dollars (\$40.00) to the City in order to participate in the Market. All payments must be tendered prior to participating in the Market.

3. APPLICATION/AGREEMENT TO SELL

The Vendor must have completed in full and signed this contract or be named in this contract and have authorized another person to sign on his/her behalf and have paid all applicable fees by the deadline below before Vendor is allowed to participate at the Market. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 by 4th of November, 2022.

4. ITEMS PERMITTED FOR EXHIBITION AND SALE

All items must be made in Indiana and must have local or unique character. Baked goods and other processed foods must be made from scratch. Vendors selling potentially hazardous foods, must process them in a state licensed facility and have a food vending permit from the Monroe County Health Department. Non-potentially hazardous foods are not required to be prepared in

state licensed facilities, if they are prepared in a state licensed facility, Vendor must have a food vending permit from the Monroe County Health Department. A complete list of foods to be sold must be attached to the signed contract along with a copy of the Monroe County Health Department permit, if required. Items must be safe, have a decent life expectancy, and exhibit quality of craftsmanship.

The City reserves the right to verify that items/services exhibited meet the above criteria. Vendor must display legible price markers for items/services offered for sale.

5. CITY'S REMEDIES FOR BREACH

Violation of any material provision of this agreement is a material breach and considered default by the Vendor. Upon the occurrence of a breach or default, the City shall immediately and verbally notify Vendor of the breach or default. If the Vendor fails to immediately correct the breach or default to the City's satisfaction, the Vendor shall discreetly and quietly remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate as described above may subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass.

Upon occurrence of a material breach of this agreement, the City shall declare this agreement terminated and shall retain, as liquidated damages and not as a penalty, any fees prepaid by the Vendor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Vendors to sell at the Market in future seasons.

6. LAW AND VENUE

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

7. COVENANT NOT TO SUE

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

8. SEVERABILITY AND WAIVER

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

9. INDEMNIFICATION

The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. The Vendor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the City of Bloomington, Indiana, its employees, agents, and officers, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities, and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of Vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents, or officers.

10. COVID- 19

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

Please fill out and return this page with payment to the City of Bloomington Parks and Recreation Department by Friday, November 4, 2022. Booth space will not be secured until the signed contract and full payment have been received.

VENDOR(S) INFORMATION

Vendor's Name Printed	Vendor's Address and Phone Number

Do you give the City permission to release your name, address and phone number to customers interested in contacting you for information and/or special orders?

Yes_____ No_____

This agreement is effective upon signature by Vendor, Parks Administrator and Corporation Counsel. It is only valid for the 2021 Holiday Market, terminating at the close of the Market on November 26, 2022. This agreement may only be terminated in writing and by mutual agreement of all parties to said agreement.

Vendor's Signature

Date

Vendor's Signature

Date

Vendor's Signature

Date

Vendor's Signature

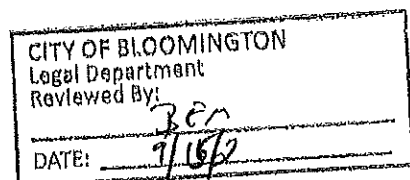
Date

Paula McDevitt, Administrator

Date

Beth Cate, Corporation Counsel

Date





STAFF REPORT

Agenda Item: C-4 Date:

Administrator Review\Approval

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: September 27, 2022
SUBJECT: REVIEW AND APPROVAL OF THE 2022 HOLIDAY MARKET ARTIST EXHIBITOR AGREEMENT TEMPLATE AND INFORMATION

Recommendation

Staff recommends approval of the Holiday Market Exhibitor Agreement Template for the 2022 Holiday Market to be held on Saturday, November 26 from 10:00 a.m. to 3:00 p.m. at Bloomington's City Hall, parking lot, and Showers Plaza. This is an agreement between the participating artist vendors and the City of Bloomington Parks and Recreation detailing the expectations and policies for both parties. Revenue from booths will be deposited into 200-18-186500.

Background

This year marks the 20th anniversary of the Holiday Market. This annual holiday event that takes place the Saturday following the Thanksgiving holiday each year and gives the community an opportunity to shop locally from local artists, farm vendors, and local product vendors. This year's Holiday Market is on Saturday, November 26 from 10:00 a.m. to 3:00 p.m.

There are no significant changes to this year's agreement. Dates on the agreement were updated for 2022.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to be "Crystal Ritter", is written over a horizontal line.

Crystal Ritter, Community Events Coordinator
2021-January

Holiday Market 2022 EXHIBITOR AGREEMENT

In consideration for the right to participate in the 2022 Holiday Market ("Market"), the City of Bloomington ("City"), and the undersigned exhibitor(s) ("Exhibitor"), agree to the following, and to the accompanying Market Information (Exhibit A), which are incorporated herein by reference and are a part of this Agreement.

1. ADMINISTRATION

The Market is administered by the Parks and Recreation Department of the City in accordance with this Agreement. The City sets fees and determines Market policies. The Market On-Site Supervisor oversees the Market and has authority to assign exhibiting space, settle disputes, and disqualify exhibitors for violations of regulations or this Agreement.

2. ELIGIBILITY OF EXHIBITORS

An "Exhibitor" is a person whose works of art or crafts have been accepted by the Market Jury for exhibition and sale at the Market pursuant to this Agreement, or the immediate family of such person, as defined in this Agreement, and who has signed this Agreement.

"Immediate family" is defined in this Agreement to be a parent, child, spouse, or domestic partner of a person whose works of art or crafts have been accepted by the Market Jury for exhibition and sale at the Market pursuant to this Agreement.

Only individuals who are named as Exhibitors in this Agreement may exhibit and sell at the Market. An Exhibitor may exhibit and sell only works which (s)he or her/his immediate family has produced in accordance with the guidelines set forth in this Agreement. If a family member intends to sell with you in your booth and their artwork will make up greater than 20% of the items offered for sale in your booth, then that family member must apply for the Holiday Market separately.

The Exhibitor agrees to comply with all applicable federal, state, and local laws, regulations and ordinances, and agrees that the violation of such a law, regulation or ordinance by the Exhibitor may be deemed by the City to be a material breach of this Agreement.

3. WORKS PERMITTED FOR EXHIBITION AND SALE

All works must be approved by the Market Jury prior to exhibition and sale. All works must be original and made by the Exhibitor. Significant alteration of commercial components not made by the Exhibitor but used in any work is required. Works must be safe, be a durable good, and exhibit quality of craftsmanship. In works made from or including dried flowers, the flowers must be grown by the Exhibitor.

Unacceptable work includes: work made from kits, work made from molds not made by the Exhibitor, work made by someone other than the Exhibitor (including commercially made products, imports, and products bought for resale).

If you plan to sell artwork in multiple categories it **MUST** be juried separately. You complete an additional application and submit all necessary images for each category that you intend to sell.

The City reserves the right to verify that works exhibited meet the above criteria. The Exhibitor must display legible price markers for works offered for sale. Prints must be "signed and numbered". Any reproductions must be identified and the word PRINT prominent. The City reserves the right to reject or eject any exhibitor from the fair.

4. REGISTRATION TO EXHIBIT AND SELL

The Exhibitor must have signed this Agreement or be named in this Agreement and have authorized another person to sign on his/her behalf, or have been authorized by the maker of the works to exhibit and sell the works at the Market, and have paid all applicable fees before exhibiting or selling any works. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 (mailing address: P.O. Box 848, Bloomington, Indiana 47402) by the deadlines set forth in the Market Information.

5. CANCELLATION AND NO SHOWS

Any Exhibitor who cancels must notify the Market Administrator **in writing**. Cancellations received **in writing** at least thirty (30) days prior to the 2022 Holiday Market will receive a full refund less a Fifteen Dollar (\$15.00) administrative fee. Cancellations received less than thirty (30) days prior to the 2022 Holiday Market will not receive a refund. If an Exhibitor is absent without prior notification, this absence will be taken into consideration for acceptance of that Exhibitor's work at future Markets.

6. EQUIPMENT AND SUPPLIES

Exhibitors must supply her/his own tables and other display equipment. Some tent coverage will be provided by the City. Exhibitors will be notified if their booth location will be under the cover of a tent and if not will be responsible for providing their own tent and weights.

7. PROPERTY MAINTENANCE AND UTILIZATION

Market hours are from 10:00 AM until 3:00 PM. **The Exhibitor must have set up her/his display and be ready to sell by 9:45 AM. For security purposes, all Exhibitors must be present at their booth starting at 9:15 AM through the completion of the Market. The Exhibitor may not begin to tear-down display until 3:00 PM.** The Exhibitor must vacate the premises by 4:00 PM and remove all personal items and equipment. Exhibitors must clean litter and debris before leaving or they will be subject to a garbage removal fee of One Hundred Dollars (\$100.00).

8. CITY'S REMEDIES FOR BREACH

Violation of any material provision of this Agreement is a material breach and constitutes a default by the Exhibitor. When the City notifies the Exhibitor of the occurrence of a breach or default during Market hours, and if the Exhibitor fails to correct the breach or default within a reasonable time, the Exhibitor agrees to remove personal equipment, clean the area, and vacate the Market premises immediately. Failure to vacate as described above may require the City to take legal action. Upon occurrence of a material breach of this Agreement, the City may terminate this Agreement, by so stating in a written notice to the Exhibitor, and to retain, as liquidated damages and not as a penalty, any fees prepaid by the Exhibitor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Exhibitors in this Agreement, to sell at the Market in future seasons.

9. COVENANT NOT TO SUE

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

10. INDEMNIFICATION

The Exhibitor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the City of Bloomington, Indiana, its employees, agents, and officers, and the members of the Market Steering Committee and Market Jury, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities, and expenses, including reasonable attorney fees and court costs, which may occur as a result of the Exhibitor's participation in the Market, whether or not in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents, or officers, or the Market Steering Committee or the Market Jury.

11. TERMINATION

The parties understand that Parks may terminate the agreement in its sole discretion due to contingencies beyond their control including the ongoing COVID-19 pandemic. The Parties agree that Parks will not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond reasonable control of a party, materially affects the performance of any of its obligations under this agreement and could not reasonably have been foreseen or provided against. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, Parks shall notify the artist/entertainer of any such termination and the reasons therefore in writing.

EXHIBITOR COPY

****PLEASE SAVE THIS COPY FOR YOUR RECORDS***

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

(Additional Exhibitors)

Print mailing address(es)

Exhibitors' phone number(s)

**This Agreement is effective when both the Exhibitor and the Administrator of the
Bloomington Parks & Recreation Department have signed and dated it.**

Primary Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Paula McDevitt, Director, Parks & Recreation Department

Date

Beth Cate, Corporation Counsel

Date

The above-signed Primary Exhibitor gives the City permission to release my name, address and
phone number to customers interested in contacting you for information and/or special orders?

Yes _____ No _____

Initial one: Exhibitor chooses to participate in the Gift Certificate Program _____
 Exhibitor chooses NOT to participate in the Gift Certificate Program _____

CITY COPY

****(SEND THIS PAGE OF THE AGREEMENT BACK TO BLOOMINGTON PARKS AND RECREATION ALONG WITH PAYMENT. BOOTH SPACE WILL NOT BE SECURED UNTIL THE SIGNED CONTRACT AND FULL PAYMENT HAVE BEEN RECEIVED.)***

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

Additional Exhibitor(s)

Print mailing address(es)

Exhibitors' phone
number(s)

This Agreement is effective when both the Exhibitor and the Administrator of the Bloomington Parks & Recreation Department have signed and dated it.

Primary Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Paula McDevitt, Director, Parks & Recreation Department

Date

Beth Cate, Corporation Counsel

Date

The above-signed Primary Exhibitor gives the City permission to release my name, address and phone number to customers interested in contacting you for information and/or special orders?

Yes _____ No _____

Initial one: Exhibitor chooses to participate in the Gift Certificate Program

Exhibitor chooses NOT to participate in the Gift Certificate Program



STAFF REPORT

Agenda Item: C-5 Date: 9/21/2022

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Division Director
DATE: September 27, 2022
SUBJECT: BLOOMINGTON PARKS FOUNDATION/DON BRINEMAN MEMORIAL GOLF SCRAMBLE

Recommendation

Staff recommends that cart and green fees for the 30th Annual Don Brineman Golf Scramble be waived on Wednesday, October 5, 2022.

Background

This event is a fund raiser for the Bloomington Parks Foundation which supports the Parks Department in multiple ways. This tournament generally raises \$5,000-\$9,000 for the Parks Foundation. We welcome any Park Board members that would like to participate as the shotgun start is at 1:30pm on Wednesday, October 5.

RESPECTFULLY SUBMITTED,

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

Satoshi Kido, Sports Division Director



STAFF REPORT

Agenda Item: C-6
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Division Director
DATE: September 27, 2022
SUBJECT: TWIN LAKES SPORTS PARK INFIELD EXPANSION PROJECT
PARTNERSHIP

Recommendation

Staff recommends approval of a service partnership with Ohio Valley Sports Production, LLC which will create facilities suitable for use in USSSA baseball league play by cutting back the infield lips at four ballfields located at the Twin Lakes Sports Park.

Background

The purpose of this project is to be able to host more rental tournaments by cutting the four infield lips back on the TLSP ballfields to accommodate 90 ft. base distances. Services will be provided by Ohio Valley Sports Productions, LLC personnel at no cost, they will give their time and equipment.

RESPECTFULLY SUBMITTED,

Satoshi Kido, Sports Division Director

2021-January



COOPERATIVE SERVICE PARTNERSHIP AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2022, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Ohio Valley Sports Productions, LLC ("Partner"), WITNESSETH:

WHEREAS, both Parks and Partner wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and Partner is in the public interest; and

WHEREAS, there is an apparent need to expand opportunities for recreational youth baseball and Parks and Partner desire to cooperate in the creation of facilities suitable for use in USSSA baseball leagues by cutting back the infield lips at 4 ballfields at Twin Lakes Sports Park ("Services"); and

WHEREAS, Partner is capable to perform such Services, and wishes to perform such Services; and

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

WHEREAS, services provided by each party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Purpose of Agreement.** This agreement outlines a partnership which will create facilities suitable for use in USSSA baseball league play by cutting back the infield lips at four ballfields located at the Twin Lakes Sports Park ("TLSP").
2. **Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until December 31, 2022, unless terminated earlier as provided herein.
3. **Duties of Parks.** Parks agrees to:
 - a. Allow Partner access to TLSP on dates and at times to be agreed upon by the partners in order to facilitate the completion of the Services, including cutting back the infield lips of the ballfields and otherwise modifying the ballfields to be suitable for USSSA league play.
4. **Goals and Duties of Partner.** The goals of Partner are to adapt the existing ballfields at TLSP for use in USSSA baseball league play by undertaking and completing the Services at 4 ballfields at TLSP. Partner hereby agrees to:
 - a. Maintain close contact with the Parks' Sports Division Director and coordinate dates and times to perform Partner's work on the fields.
 - b. Obtain legally binding liability waivers from any participants which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from

any claims that may arise from participation in activities anticipated by this Agreement. To the extent that Partner fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.

- c. Name the City of Bloomington as additional insured on its general liability policies and shall provide Parks with certificate of insurance prior to commencing the Services.
 - d. Parks and Partner agree that Partner shall undertake the Services at its sole expense. Partner shall be responsible for provision of all equipment and personnel necessary to complete the Services. Partner shall be responsible for any training and supervision necessary for it or its employees, agents, or assigns to undertake the Services. Partner warrants that the Services will accomplish the stated goals of this Agreement. Partner further warrants that the Services shall not detract or make the ballfields ineligible for use in any of the existing activities and programs. Should Partner breach any of its responsibilities or warranties, Partner shall, at Parks' discretion, return the ballfields to their original condition at Partner's sole expense.
5. **Behavior.** 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.
 6. **Parks Review of Partner Activities.** Partner is recognized as having the expertise and ability to perform the Services safely and effectively. Parks shall have the right to review risk management, agreement terms, and service quality issues.
 7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
 8. **Notice and Agreement Representatives.**

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

Ohio Valley Sports Productions, LLC
NAME
ADDRESS
PHONE

Bloomington Parks and Recreation
Satoshi Kido
P.O. Box 848
Bloomington, IN 47402
812-349-3712

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

NAME
PHONE

Satoshi Kido
Sports Division Director
812-349-3712

9. **Termination.** The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to correct the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.
10. **Insurance and Indemnity.** Partner shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and Partner shall provide Parks with a certificate of insurance prior to the commencement of operations under

this Agreement. Partner and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

Each party agrees to release, hold harmless and forever indemnify the other party and its 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first stated above.

OHIO VALLEY SORTS PRODUCTION, LLC

By: _____

BLOOMINGTON PARKS AND RECREATION

By:

Paula McDevitt, Director
Bloomington Parks and Recreation

Kathleen Mills, President
Board of Park Commissioners

Beth Cate, Corporation Counsel
City of Bloomington

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>BEM</u> DATE: <u>9/8/22</u>



STAFF REPORT

Agenda Item: C-7
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: September 13, 2022
SUBJECT: VOLUNTEER POLICY UPDATES

Recommendation

Staff recommends the approval of updates to Department Policy 14010 – Volunteer Guidelines and Department Policy 14020 – Background Checks for Volunteers.

Background

Upon receiving a request for a community corrections placement from a citizen, it was noted that two policies regarding volunteers and background checks had not been amended since October 2015 and was last reviewed in October 2020.

14010 – Volunteers Policy primarily covers how volunteers will be recruited, managed, and recognized. It also discusses their various responsibilities as volunteers. The updates to this policy were almost entirely language based – updating the name of the volunteer database, updating the supervising role to Community Relations Coordinator, as opposed to Special Services Coordinator, and the like.

14020 – Court Mandated Community Service and Background Checks for volunteers was updated to reflect the current language and job titles of the Department, as well as to specify examples of program categories requiring background checks.

Both policies have been reviewed by the City's Legal Department. Staff recommends passage of updates.

RESPECTFULLY SUBMITTED,

Emily Buuck, Community Relations Coordinator
2021-January

Volunteer Policies - 14020

Date: October 21, 2015

Reviewed: ~~October 26, 2020~~ September 1, 2022

POLICY RE: ~~Service Profiles and Criminal History~~ Court Mandated Community Service and Background Checks for Volunteers

~~Individuals interested in providing volunteer service to the Department must submit a service profile, which is stored in an online database. Groups (e.g. student organizations, civic clubs, scout troops) offering volunteer services must have a representative of the group submit a service profile on the group's behalf. The service profile provides details concerning the availability, ability, and contact information for the volunteers. Criminal history background checks are required for certain volunteer positions. The Volunteer Classification below details the two levels of volunteer classification. Per Indiana Code IC 5-2-5-13, the Department may not charge an individual or group for the cost incurred to run a background check. Refer to Policy 14010, Volunteer Guidelines, for information on background checks.~~

When a volunteer ~~(individual or group)~~ submits a service profile, the ~~Special Services~~ Community Relations Coordinator will:

1. Request ~~criminal history~~ background checks ~~be conducted by the Department's office manager~~ for qualifying positions. See below for Volunteer Classifications requiring background checks.
2. Provide ~~programming staff who have requested volunteers with~~ a roster that contains contact information for each volunteer, and limitations based on background findings.
3. ~~If a request for volunteers includes volunteer classifications that do not require background checks, the Community Relations Coordinator will provide a roster of individual volunteers to the programming staff prior to the event. The roster includes the volunteer waiver, with check-in and check-out boxes, and name tags (when appropriate).~~
4. 3. It is the responsibility of the on-site programming staff to ensure each volunteer signs the waiver, and documents the total volunteer hours contributed during the event. The above tasks are the responsibility of the ~~Special Services~~ Community Relations Coordinator, when the ~~Special Services~~ Community Relations Coordinator is directly involved with an event or program as part of the event or program planning committee.

Category ~~12~~: Volunteer focuses on working with people
Commitment is usually of a limited duration
Some supervision, work parameters limited
Limited opportunities to be alone with participants

Examples: ~~volunteers whose primary duties include interactions with youth participants and vulnerable populations, including youth, persons with disabilities, and senior adults.~~ Bloomington Youth Basketball coaches, Banneker tutors, Park Ambassadors, and Adopt volunteers.



Volunteer Policies - 14020

Date: October 21, 2015

Reviewed: ~~October 26, 2020~~ September 1, 2022

Recommended: MyCase.gov search of the Indiana Courts online case management system for any criminal records associated with the applicant. MyCase.gov searches are received by the Office Manager. The Office Manager will communicate findings to the ~~Special Services~~ Community Relations Coordinator.

Category ~~21~~: Volunteer focuses on working with people
Volunteer focus is labor/maintenance/setup
Commitment is short-term ~~for a single event or project~~
Heavy supervision, work duties strictly defined

Volunteer pools often large

Examples: Volunteers whose primary duties include event setup or teardown, working specific, supervised event stations, or conducting natural resources management activities (e.g. trail or garden maintenance)

Recommend: No background investigation

Release for Background Information

If it has been determined that the Volunteer is in one of the categories that required a background check, then the volunteer must sign a Release for Background Check form. This form authorizes the department to run a background check on a potential volunteer. A background check cannot be conducted unless this form has been signed.





CITY OF BLOOMINGTON

Parks and Recreation

Volunteers Policy- 14010

Date: October 27, 2009

Amended: April 24, 2012

Amended November 20, 2015

Reviewed: ~~October 26, 2020~~ September 1, 2022

POLICY RE: Volunteer Guidelines

Purpose: To streamline the coordination of volunteer opportunities within the Bloomington Parks and Recreation Department.

Communicate Needs:

Requests for program volunteers must be submitted by programming staff through PROMT at the time seasonal program guide information is due.

Recruiting Volunteers:

The Community Relations Coordinator will:

1. Consolidate the department's volunteer requests and submit them to the Bloomington Volunteer Network (Community and Family Resources Department)
2. Provide through the Parks and Recreation Department Web site, and through the printed Volunteer Opportunities Newsletter, a comprehensive list of all volunteer opportunities, both one-day and ongoing, for each of the three program seasons.
3. Provide an online signup process where interested individuals and groups indicate their commitments to serving as volunteers, and include pertinent contact information.
4. Contact interested individuals directly and provide detailed information about their volunteer duties, onsite supervisor, and special instructions (e.g. dress for the weather).
5. Provide list of volunteer needs and registration information to organizations and service learners at Indiana University, Ivy Tech, and area middle and high schools. Local schools, colleges, and universities.
- ~~6. Develop a volunteer information packet for prospective volunteers.~~
- ~~7.6. Provide volunteer needs information to staff for speaking engagements~~
- ~~8.7. Attend volunteer involvement fairs whenever possible.~~

If a volunteer calls, or drops by a site:

1. Refer potential volunteers to the Community Relations Coordinator. The Community Relations Coordinator will collect information about the individual or group and help determine the best fit for the Department's needs and the volunteer's goals, and direct the volunteer to register for the appropriate program area. This helps ensure all pertinent information, including criminal history background check authorization, is captured for each potential volunteer, and standardizes the recruitment process.



CITY OF BLOOMINGTON

Parks and Recreation

Volunteers Policy- 14010

Date: October 27, 2009

Amended: April 24, 2012

Amended November 20, 2015

Reviewed: ~~October 26, 2020~~ September 1, 2022

2. Each volunteer will ~~complete a service profile~~ provide contact information, ~~volunteer waiver~~ sign a volunteer waiver and, if necessary, a ~~criminal history background~~ check authorization. ~~All volunteer forms should be sent to the~~ The Community Relations Coordinator, ~~who~~ will submit any required ~~criminal history background~~ checks and enter the appropriate information into the ~~Volunteer Works~~ volunteer database.
3. The Community Relations Coordinator will work with Department staff to create ~~work days~~ service days that accommodate service groups who request specific projects outside the Department's published volunteer offerings.

Hiring/Coordinating:

Once ~~service profiles are completed~~, contact information is submitted the Community Relations Coordinator will:

1. Submit ~~criminal history check reports~~ background checks to the appropriate program staff. See Policy 14020, "Service Profiles and ~~Criminal History Background~~ Checks for Volunteers" for details.
2. The Community Relations Coordinator communicates with program staff that the following are provided or collected for each volunteer:
3. - ~~Completed Service Profile~~ Contact information
 - Signed waiver of liability
 - Volunteer hours tracking sheet
 - Volunteer name tag
 - Addressed suitable work attire/uniform needs
 - ~~Criminal history Background~~ check processed and verified, if required for the position
 - Volunteer's information entered into ~~Volunteers Works~~ the volunteer database.
4. Some short-term, special event volunteer opportunities do not require the direct involvement of the Community Relations Coordinator. For these events, the Community Relations Coordinator will provide to the program staff prior to the event a list of individuals who have committed to a volunteer assignment. The list will include contact information for each volunteer, ~~a check-in and check-out form~~ a volunteer liability waiver form, and name tags and ~~red~~ volunteer vests when appropriate. On-site program staff the day of the event must ensure that each volunteer at the event signs a waiver of liability, accurately documents volunteer hours, ~~completes a volunteer evaluation form~~, and returns the red volunteer vest and other program supplies at the end of the volunteer assignment.



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Training and Supervision:

Short-term or one-day volunteer opportunities: Volunteers will be introduced to the on-site event supervisor when the volunteer arrives for ~~his or her~~their shift.

Ongoing volunteer opportunities: ~~The Community Relations Coordinator will oversee the completion of the ongoing service agreement form.~~ Ongoing volunteers must agree to accurately track their volunteer service hours, and submit the tracking sheet or hours to the Community Relations Coordinator ~~on the first day of each month,~~monthly through the duration of their volunteer assignment.

Supervisors of Volunteers should:

~~1. Review the Volunteer Manual.~~

~~2.1.~~ Fully utilize each volunteer, appropriate to the volunteer's ability. They have come to work!

~~3.2.~~ Thoroughly plan, in advance, specific tasks each volunteer is to perform, as stated in the volunteer job description.

~~4.3.~~ Allow volunteers to contribute as fully as possible to their assigned tasks by inquiring about the volunteer's levels of knowledge and enthusiasm for the job at hand.

~~5.~~ Provide positive feedback and encourage positive contributions to the event by each volunteer. Ensure the volunteer feels their service is welcome, and valuable.

~~6. The Community Relations Coordinator is a resource the program staff can call upon for developing volunteer management plans and creating effective volunteer work tasks.~~

Performing Evaluations:

~~1. Program staff and/or onsite volunteer supervisors should provide an evaluation of the volunteer's performance following a volunteer experience. If the volunteers are a part of a group such as a sorority or fraternity, a single evaluation can be submitted for the group.~~

~~2.1.~~ Volunteers should also evaluate their performance~~experience~~, and provide a critique of the event and staff, following the volunteer experience.

~~3.2. Evaluation forms from Department staff and from volunteers (individuals and groups) will be filed with the Community Relations Coordinator. If the volunteer is in need of hours confirmation for a club, scholarship, or similar reason, the Community Relations Coordinator will provide verification to the appropriate source.~~

Recognition:



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There are two types of recognition for volunteers:

1. BRAVO Award- Department program staff have the opportunity to recognize an outstanding volunteer from their event or program area each month. Staff nominates an individual or group whose volunteer work is significant or noteworthy, and the Community Relations Coordinator selects a BRAVO Award winner. The volunteer will be recognized by the Board of Park Commissioners as a monthly agenda item during a regularly scheduled board meeting. ~~The president of the Board of Park Commissioners, and the program staff and/or Community Relations Coordinator, will present a certificate of appreciation and a token award to the volunteer. An outline of the volunteer's most valued contributions will be read at the board meeting. In the event there are no worthy nominations in any given month, the BRAVO Award will not be presented.~~
2. ~~Each person or group who has volunteered with the Department, will receive a thank you letter at the end of the year. The letter will detail the volunteer's total hours of service contributed. The Community Relations Coordinator will ensure that volunteers receive thank yous following their volunteer service.~~

Volunteer Forms & Responsibilities

~~The following are the necessary forms, who has responsibility for completing the form, and the location of the forms. Samples of each form are attached.~~

Form	Responsibility
Program staff should submit job descriptions for each volunteer opportunity (e.g. basketball coach, face painter, setup assistant)-request when the program is entered into the PROMT database. The Community Relations Coordinator will consolidate all volunteer job descriptions <u>identify volunteer opportunities</u> for inclusion in the program guide, the Bloomington Volunteer Network, the Volunteer Opportunities Newsletter, and to organizations within the community.	

Service Profile/Criminal History Background Checks

Staff or Community Relations
Coordinator



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Individuals interested in providing volunteer service to the Department must submit ~~a service profile, which is stored in an online database.~~ contact information. Groups (e.g. student organizations, civic clubs, scout troops) offering volunteer services must have a representative of the group submit ~~a service profile~~ contact information on the group's behalf. ~~The service profile provides details concerning the availability, ability, and contact information for the volunteers.~~ Criminal history background checks are required for certain volunteer positions. ~~The Volunteer Classification below details the~~ There are two levels of volunteer classification. Per Indiana Code IC 5-2-5-13, the Department may not charge an individual or group for the cost incurred to run a background check.

Volunteer coaches in Department youth sports programs must complete an online coaching certification course from the National Youth Sports Coaches Association (NYSCA) ~~or the Amateur Softball Association (ASA).~~ The online certification program must be successfully completed prior to the ~~coach's team's~~ first practice ~~with the youth team~~. The certification ~~must be current for the season; a returning coach must re-take the online certification each year he or she coaches.~~ is valid for 12 months and must be renewed annually.

~~All volunteer head coaches and assistant or co-coaches must complete and submit a Service Profile, Volunteer Waiver, and a Volunteer Background Check Authorization Form. All coaching volunteers, including head coaches, assistant coaches, co-coaches, and adult volunteers.~~ All volunteers must follow the Department policy of two-deep leadership. This policy requires that no adult be alone or out of sight with a youth participant at any time, including in a locker room, dugout, or anywhere in a facility. At least two adults must be present with youth participants at all times.

Volunteer Agreement

~~The Volunteer Agreement is a part of the Service Profile. The Volunteer Agreement states:~~
~~"I agree to act in accordance with the Bloomington Parks and Recreation standards, to take a proactive role in my volunteer position, and to actively participate in any reflection activities that may be incorporated into my service experience."~~

Volunteer Waiver and Sign In Form
Staff or Community Relations Coordinator



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This form is provided to ~~program staff~~ by the Special ServicesCommunity Relations Coordinator prior to ~~a short-term volunteer opportunity, or one-day event~~ volunteer opportunity. The form reflects the name, affiliation, and contact information for each volunteer ~~that has committed to volunteering during the program. The on-site volunteer supervisor should ask each volunteer to~~ Each volunteer must read and sign the waiver, and indicate the ~~time of arrival and departure for the volunteer service. Total hours volunteered.~~ The completed form should be returned to the Special ServicesCommunity Relations Coordinator following the event. Each volunteer's service hours will be transferred to the VWorks volunteer database. ~~by the Special Services Coordinator.~~

Volunteer Time Sheet _____ Staff or Volunteer

~~The Volunteer Time Sheet is a simple form intended to be used as a tool by ongoing and/or long-term volunteers to accurately track their service hours. The Volunteer Time Sheet may be kept by a supervisor at the volunteer's work site, or by the volunteer. Volunteers are responsible for acquiring supervisor signatures to verify their service hours. Total service hours must be submitted monthly to the Special Services Coordinator by every ongoing and/or long-term volunteer.~~

Evaluations _____ Staff

~~There are two types of evaluations: from the volunteer to the Department, and from the Department to the volunteer. Each evaluation provides an opportunity to hear from volunteers about ways to improve the volunteer experience, and an opportunity for volunteers to gain feedback from the on-site supervisor about their positive and negative contributions to the department.~~

Volunteer Waivers

Staff

~~Five~~ Three Waivers are provided by the City's Legal Department:

For children under the age of 18 years

2. For Adults 18 and Older

~~3. For Parks and Recreation Employees~~

~~4.~~ 3. Multiple form for Children Under 18 Years Old



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~~5. Multiple form for Adults 18 and Older~~

~~The standard Adult Over 18 Waiver and Transportation Release is included as part of the complete Service Profile. One-day and short term event sign-in sheets include the type of waiver most appropriate for the group and/or individuals who are volunteering (e.g. a university service club or an elementary school-age Scout troop.)~~

~~Volunteer Recognition _____ Staff or Community Relations Coordinator~~

~~The Community Relations Coordinator will request a nomination of outstanding program area volunteers from program staff at the beginning of each month. This request for nominations is typically sent, and nominations provided by, e-mail.~~



STAFF REPORT

Agenda Item: C-8
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Hsiung Marler, Switchyard Park General Manager
DATE: September 27, 2022
SUBJECT: NOISE PERMIT

Recommendation

Staff recommends acknowledgement of the Office of the Mayor's Executive Order regarding Noise Permits and approval of Parks and Recreation Department's process to review and approve Noise Permits in compliance with the executive order.

Background

Previously the City of Bloomington Public Works has been responsible for reviewing and approving all Noise Permits for parks and other City of Bloomington properties, such as streets, etc.

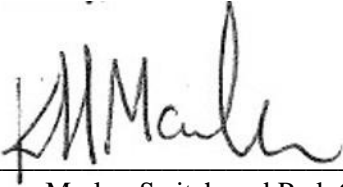
The Office of the Mayor has enacted an executive order authorizing the Parks and Recreation Department to review and approve Noise Permits for events on Parks properties. Public Works will retain the authority to review and approve Noise Permits for all other City of Bloomington properties.

All external events submitting Noise Permit request will be reviewed by Hsiung Marler, Switchyard Park General Manager. Hsiung is currently responsible for reviewing and approving Park Special Event Use Permits. Noise Permits will follow a similar process as the existing Park Special Event Use Permit including submission and routing, with final approval by the Director of the department.

All internal Parks events submitting Noise Permit requests will be presented to the Board of Park Commissioners for approval.

Included: Executive Order, Noise Permit.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read 'H Marler', written over a horizontal line.

Hsiung Marler, Switchyard Park General Manager

2021-January



EXECUTIVE ORDER 22-

**LIMITED AUTHORIZATION TO BOARD OF PARK COMMISSIONERS AND
DIRECTOR OF PARKS AND RECREATION TO ISSUE SPECIAL PERMITS
PURSUANT TO BLOOMINGTON MUNICIPAL CODE 14.09.050**

WHEREAS, Bloomington Municipal Code 14.09.050 grants to the Mayor and the Mayor's duly authorized representative the authority to issue special permits for relief from the City of Bloomington's noise control ordinance (BMC 14.09); and

WHEREAS, The City of Bloomington Board of Public Works is currently the only duly authorized representative of the Mayor with the authority to issue special permits for relief from the City of Bloomington's noise control ordinance; and

WHEREAS, Currently, all applicants for special events to be held on park properties must also submit a separate application to the City of Bloomington Board of Public Works for relief from the noise control ordinance; and

WHEREAS, The City of Bloomington Department of Parks and Recreation and Board of Park Commissioners permit a large number of special events to occur on park properties and are well-versed in the noise control provisions of City Code; and

WHEREAS, the Departments of Public Works and Parks and Recreation, along with the Board of Public Works and Board of Park Commissioners, desire to improve the efficiency of the permitting process for events occurring on park properties within the City of Bloomington; and

WHEREAS, authorizing the Board of Park Commissioners and the Director of the Department of Parks and Recreation to grant special permits for relief from the City of Bloomington's noise control ordinance for events taking place upon park properties will serve to improve efficiency of the permit process and relieve the Board of Public Works of the obligation to review and approve permits for activities taking place on properties otherwise under the jurisdiction of the Board of Park Commissioners;

NOW, THEREFORE, by virtue of the authority vested in me as the Mayor of the City of Bloomington, Indiana, it is hereby ordered:

1. Except as otherwise provided in paragraph 2, the City of Bloomington Board of Park Commissioners is authorized under BMC 14.09.050 to review and approve permits granting relief from the City of Bloomington's noise control ordinance for all special events occurring within City of Bloomington park properties. This includes the authority to prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects upon the community or the surrounding neighborhoods.



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St, Suite 210
Bloomington, IN 47404


OFFICE OF THE MAYOR

812.349.3406
mayor@bloomington.in.gov

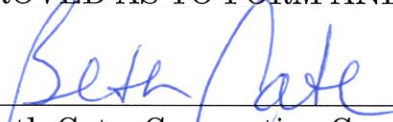
2. The Director of the Department of Parks and Recreation is authorized under BMC 14.09.050 to review and approve permits granting relief from the City of Bloomington's noise control ordinance for any special events put on by non-City entities occurring within City of Bloomington park properties. This includes the authority to prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects upon the community or the surrounding neighborhoods. All permits approved by the Director of the Department of Parks and Recreation shall be published at the next meeting of the Board of Parks Commissioners.
3. The authorization granted by this executive order is concurrent with, and in no way limits, the authority previously granted to the City of Bloomington Board of Public Works under BMC 14.09.
4. Executive Order No. 22-__ is hereby established, is effective immediately and shall remain in effect until rescinded.

DATED this 24th Day of August 2022.

CITY OF BLOOMINGTON, INDIANA

By: 
John Hamilton, Mayor

APPROVED AS TO FORM AND LEGALITY:

By: 
Beth Cate, Corporation Counsel



NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 250
Bloomington, Indiana 47404
812-349-3700

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Parks and Recreation Department. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact Hsiung Marler with any questions: 812-349-3961, marlerh@bloomington.in.gov

Event and Noise Information

Name of Event:				
Location of Event:				
Date of Event:		Time of Event:	Start:	
Calendar Day of Week:			End:	
Description of Event:				
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:			
Organization:		Title:	
Physical Address:			
Email Address:		Phone Number:	
Signature:		Date:	

FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Parks and Recreation Department, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

Parks and Recreation Department (For Non-Parks-sponsored events)	Board of Park Commissioners (For Parks-sponsored events)
<hr/> Paula McDevitt, Administrator	<hr/> Kathleen Mills, President
<hr/> Date	<hr/> Date



STAFF REPORT

Agenda Item: C-9
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: September 27, 2022
SUBJECT: CONTRACT WITH MILLER WELDING LLC FOR FENCING AT ROSE HILL CEMETERY SCATTER GARDEN

Recommendation

Staff recommends approval of contract with Miller Welding LLC for the fabrication and installation of fencing at the Rose Hill Cemetery Scatter Garden. Funding source for this is 200-18-189501-53990. Contract amount is \$12,000.

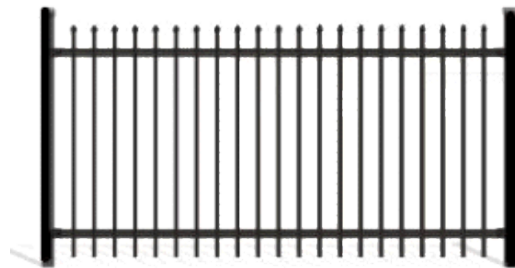
Background

The 17' wide by 26' long oval area of the scatter garden, (about 70 linear feet), will be enclosed with a 30" tall fence to discourage foot traffic into the area. A gate on the west end will allow the monument lettering company to enter 2-3 times a year to engrave names/dates onto the stone monument in the center of the oval area.

RESPECTFULLY SUBMITTED,

Barb Dunbar, Operations Coordinator

Proposed Fencing



**AGREEMENT (CONTRACT)
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
MILLER WELDING LLC
FOR
FABRICATION & INSTALLATION OF CUSTOM FENCING AT ROSE HILL SCATTER
GARDEN**

This Agreement, entered into on this 27th Day of September, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Miller Welding LLC ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to install custom fencing in the Rose Hill Scatter Garden; and

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

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

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

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

Article 1. Scope of Services

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

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twelve Thousand Dollars (\$12,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Miller Welding LLC
Attn: Barb Dunbar	Attn: Josiah Miller
401 N. Morton, Suite 250	2139 S. Iron Mountain Rd.
Bloomington, Indiana 47402	Bloomfield, IN 47424

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

MILLER WELDING LLC

Beth Cate, Corporation Counsel

Signature

Paula McDevitt, Director
Parks and Recreation Department

Print Name and Title

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

"Scope of Work"

The Services shall include the following:

Contractor will fabricate and install a 30" tall fence 1 ½" square tube frames with pressed spear pickets. Posts will be set in concrete and powder coated black. One (1) 36" gate will be installed on the west end.

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>BER</u> DATE: <u>9/15/22</u>
--

EXHIBIT B

“Project Schedule”

All work will be completed by December 31, 2022.

STATE OF INDIANA)
)SS:
COUNTY OF)

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

- Signature

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Miller Welding LLC

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-10
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: September 27, 2022
SUBJECT: CONTRACT WITH WOODS ELECTRICAL INC. FOR WORK AT MILLER SHOWERS PARK

Recommendation

Staff recommends approval of contract with Woods Electrical Inc. for the replacement of the existing electrical box/enclosure and transfer of all existing electrical panelboard and lighting controllers. Funding source for this is 176-18-G21005 (Parks ARPA fund). Contract amount is \$7,985.

Background

In May of this year the electrical box, at the southeast side of Miller Showers Park was hit by an uninsured intoxicated driver resulting in heavy damages to the electrical box. This contract work will replace the box and all of the internal electrical controllers.

RESPECTFULLY SUBMITTED,

Barb Dunbar, Operations Coordinator

**AGREEMENT (CONTRACT)
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
WOODS ELECTRICAL CONTRACTOR'S INC
FOR
REPLACEMENT OF ELECTRICAL BOX AT MILLER SHOWERS PARK**

This Agreement, entered into on this 27th day of September, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Woods Electrical Contractor's, Inc. ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to install a new replacement electrical box/enclosure and transfer all existing electrical panelboard and lighting controllers to new box ; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the above described service; and

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

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

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

Article 1. Scope of Services

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

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Seven Thousand Nine Hundred and Eighty-five Dollars (\$7,985). 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:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Woods Electrical Contractors Inc.
Attn: Don Foddrill	Roger Woods
401 N. Morton, Suite 250	4180 N. Starnes Rd.
Bloomington, Indiana 47402	Bloomington, IN 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON
INC

WOODS ELECTRICAL CONTRACTORS

Beth Cate, Corporation Counsel

Signature

Paula McDevitt, Director
Parks and Recreation Department

Print Name and Title

Kathleen Mills, President,
Board of Park Commissioners

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>REM</u> DATE: <u>9/15/22</u>
--

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Provision and installation of a new painted steel outdoor electrical enclosure to replace the existing enclosure. The existing electrical panelboard and lighting controllers will be moved from the damaged enclosure to the new enclosure.

EXHIBIT B

“Project Schedule”

All work will be completed by December 31, 2022.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Woods Electrical Contractor's Inc.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-11
Date: 9/21/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: September 27, 2022
SUBJECT: ADOPT-A-ROUNABOUT PARTNERSHIP WITH 4 GOOD REASONS
ROOFING

Recommendation

Staff recommends approval of the Adopt-A-Roundabout partnership with 4 Good Reasons Roofing. No funds will be exchanged.

Background

This Adopt-A-Roundabout Partnership with 4 Good Reasons Roofing is designed to provide a means of improving, beautifying, and maintaining the roundabout located at the intersection of Sare Road & Rogers Road. The roundabout is approximately 100 feet in diameter and is planted with non-invasive flowering plants, grasses and shrubs.

RESPECTFULLY SUBMITTED,

Joanna Sparks



CITY OF BLOOMINGTON

**City of Bloomington
Department of Public Works
Department of Parks and Recreation**

Adopt-A-Roundabout Partnership Agreement with 4 Good Reasons Roofing

This agreement between the City of Bloomington, Department of Parks and Recreation (hereafter "City") and 4 Good Reasons Roofing, (hereinafter "Adopter") is to provide a means of improving, beautifying, and maintaining the roundabout located at the intersection of **Sare Road and Rogers Road**. The roundabout described is approximately 100 feet in diameter.

NOW, THEREFORE, the Undersigned partners agree that Adopter shall be permitted to adopt the plot described in Exhibit A pursuant to the following terms and conditions:

1. All materials and labor necessary for the improvement and maintenance of the roundabout are the sole responsibility of the Adopter. The Adopter agrees to check the adopted location(s) on an as needed basis (minimum monthly basis), or upon request from the City, for landscape maintenance needs, and for removal of weeds, trash and litter, and other debris from the roundabout.
2. The Adopter agrees to provide to the City a schematic landscape plan noting species, sizes and planting locations, and Adopter shall obtain written approval from the City of Bloomington Department of Public Works, Planning and Parks and Recreation prior to the planting of any trees, shrubs, plants, flowers, or other vegetation. The City shall review all proposed planting locations for such factors as the presence of publicly and privately owned buried utilities, and potential vehicular traffic conflicts or obstructions, and compliance with local planning and zoning ordinance requirements, prior to permitting and work to proceed on the roundabout. In addition, Adopter shall be subject to the provisions of state law regarding locating underground utilities prior to excavating the site.
3. City roundabouts which are the subject of an Adopt-A Roundabout Partnership Agreement shall be required to install "public signs", as said term is defined by Title 20 of the Bloomington Municipal Code. The Adopter shall purchase the "public signs" and shall gift the said "public signs" to the City.

The installed "public signs" are subject to the following requirements:

- Number: No more than four (4) public signs shall be installed.
- Design: The design, including the material and size, shall be determined by the City.
- Placement: The placement of each public sign shall be determined by the City.

- Costs: The Adopter shall be responsible for any and all costs associated with these public signs.

4. The roundabout described above shall remain the property of the City of Bloomington, and if, in the sole judgment of the City it is found that the Adopter is not meeting the terms and conditions of the agreement, the City may terminate this agreement and remove all signs. This agreement shall be in effect when signed by both parties and shall continue for a period of **five (5) years** from the date of signature; however either party may terminate the agreement earlier upon seven days written notice to the other party. At the end of the five (5) year term, Adopter shall have the right to renew this Agreement for another **five (5) year** period, provided the City, in its sole discretion, determines that the roundabout will be adopted for another five (5) year period. All materials provided by Adopter under this Agreement will remain property of the Adopter and Adopter may remove the materials, or negotiate to sell them to the City, when the Agreement concludes or is terminated by either party.

5. The Adopter agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington.

6. The Adopter shall agree to release the City of Bloomington from any liability arising hereunder, including from the negligence of releasee, and shall indemnify the City of Bloomington against any claims which may arise due, in whole or in part, to the negligence of the Adopter in its acts or omissions pursuant to this agreement.

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

4 Good Reasons Roofing
Tony Pulliam, Owner
(812) 360-4469

Bloomington Parks and Recreation:
Tim Street, Operations Director
812-349-3706

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

4 Good Reasons Roofing
Tony Pulliam, Owner
(812) 360-4469

Bloomington Parks and Recreation:
Joanna Sparks, City Landscaper
812-349-3497

8. This agreement may be renewed by the written agreement of both parties upon original date of expiration.

Agreed to the _____ day of _____, 2022

“ADOPTER”;

“CITY”;

“By:

Tony Pulliam, Owner Date
4 Good Reasons Roofing

Paula McDevitt, Administrator Date
City of Bloomington
Parks and Recreation Department

Kathleen Mills, President Date
Board of Park Commissioners

Beth Cate, Corporation Counsel Date
City of Bloomington

Adam Wason, Director Date
City of Bloomington
Public Works Department

Kyla Cox Deckard, President Date
Board of Public Works

Exhibit A

The roundabout is located at the intersection of **Sare Road and Rogers Road**. It is approximately 100 feet in diameter and consists entirely of a mulched landscape bed.



STAFF REPORT

Agenda Item: D-3 Date: 9/21/2022

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: September 27, 2022
SUBJECT: BICENTENNIAL GATEWAY PROJECT UPDATES

Background

In 2018, the City issued a series of “Bicentennial Bonds” that included \$1.25 million for the development and installation of signature gateways at various high-visibility entrance points to Bloomington. The original designs created by Rundell Ernstberger & Associates (REA) included four gateways. A contract addendum with an updated scope of work was approved in early 2022 to condense this design to two gateways: one on the north end of Miller Showers Park and one on the pedestrian bridge over state highway 46.

The City is currently reviewing ideas from REA for these two gateway sites from aesthetic, safety, cost, and maintenance perspectives. We plan to issue a press release soon with renderings that will launch a public feedback phase both online and via an in-person open house at City Hall this fall. We will keep you updated on this project moving forward.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is fluid and cursive, with the first and last names clearly legible.

Tim Street, Operations and Development Division Director