



CITY OF BLOOMINGTON
Parks and Recreation

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Thursday, December 15, 2022 4:00 – 5:30 p.m.

Council Chambers
401 N. Morton

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of the November 15, 2022 Regular Meeting
- A-2. Approval of Claims Submitted November 15, 2022 – December 12, 2022
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Reports
- A-5. Review/Approval of Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Approval of 2023 Community Garden Program Gardener Agreement
- A-8. Approval of 2023 Peoples Park Use Application
- A-9. Approval of 2023 partnership agreement with Monroe County – Identify and Reduce Invasive Species
- A-10. Approval of 2023 service agreement with Republic Services, Inc. for green waste disposal.
- A-11. Approval of 2023 partnership agreement with CanopyBloomington
- A-12. Approval of contract addendum with Marshall Security to extend contract period to December 31, 2022

B. Awards and Introductions

- | | | |
|--------------------------|--------------------------------------|---------------|
| B-1. Bravo Award | Jon and Jennifer Vickers | (Emily Buuck) |
| B-2. Parks Partner Award | T & T Pet Food and supply | (Emily Buuck) |
| B-3. Staff Introductions | JP Ford, Banneker Program Specialist | |
| B-4. Staff Recognition | Dave Fox, Operations | (Tim Street) |
| | Denny Richardson | |

C. OTHER BUSINESS

- | | |
|---|------------------|
| C-1. Review/Approval of 2023 Non Reverting Budget | (Paula McDevitt) |
| C-2. Review/Approval of contract addendum for Rogers Family Park Art contract | (Holly Warren) |
| C-3. Review/Approval of contract addendum with Green Dragon Lawncare for Switchyard Park | (Hsiung Marler) |
| C-4. Review/Approval of contract with Harrell-Fish Inc. for preventative maintenance at Switchyard Park | (Hsiung Marler) |
| C-5. Review/Approval of golf cart lease agreement with Midwest Golf & Turf - ClubCar | (Satoshi Kido) |
| C-6. Review/Approval of service agreement with Bluestone Tree, LLC for tree removals and pruning services | (Haskell Smith) |
| C-7. Review/Approval of MOU with Duke Energy for Reliability Project | (Tim Street) |
| C-8. Review/Approval of 2023 contract with Marshall Security for security services at various park properties | (Tim Street) |

D. REPORTS

- | | | |
|------------------------------|---|--------------|
| D-1. Operations Division | - Bicentennial Gateway design presentation by Rundell, Ernstberger Associates – Kevin Sweetland | (Tim Street) |
| D-2. Recreation Division | - no report | |
| D-3. Sports Division | - no report | |
| D-4. Administration Division | - no report | |

E. PUBLIC HEARINGS/APPEARANCES

E-1. Public Comment

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/83033466557?pwd=SEIUOUhFL2l6RHd0cXMyZm5LUjVxUT09>

Meeting ID: 830 3346 6557

Passcode: 049819

Dial by your location

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

Find your local number: <https://bloomington.zoom.us/j/kcz2vO5aYt>



A-1

12-13-2022

Board of Park Commissioners
Regular Meeting
Minutes

Regular Meeting: Tuesday, November 15, 2022 4:00 – 5:30 p.m.

Council Chambers
401 North Morton

CALL TO ORDER - ROLL CALL

The meeting was called to order by Kathleen Mills at 4:03pm

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

A. CONSENT CALENDAR

- A-1. Approval of Minutes of October 18, 2022 Regular Meeting
- A-2. Approval of Claims Submitted October 18, 2022 – November 14, 2022
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Reports
- A-5. Review/Approval of October Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Approval of 2023 service agreements in Sports Division
- A-8. Approval of contract for rentals with Big Bounce Fun House Rentals
- A-9. Approval of program partnership agreement with Bloomington Community Orchard
- A-10. Approval of 2023 service agreements in Operations Division
- A-11. Approval of contract with VET Environmental Engineering for air quality testing at Switchyard Maintenance Building

Board Comments: Kathleen Mills inquired: if there was an issue with the air quality at the Switchyard Maintenance Building that had formerly been used as a print shop. Tim Street responded: it was strictly precautionary, there had been no indications of any issues. Staff was not housed at that location.

Ellen Rodkey made a motion to approve the Consent Calendar A-1 through A-11. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

B. Awards and Introductions

B-1. Bravo Award

Emily Buuck, Community Relations Coordinator presented Susie Sullivan with the November Bravo Award for the volunteer hours given to Leonard Springs Nature Days. Susie specialized in the Wetland Station and taught 6th grade students from MCCSC schools about the wetland ecosystem at Leonard Springs. Susie had volunteered consistently with the program since 2019. Susie's contributions and dedication to the program were greatly appreciated.

The Board thanked Susie Sullivan for the time and efforts given to the program.

B-2. Parks Partner Award – None

B-3. Staff Introductions – None

C. OTHER BUSINESS

C-1. Review/Approval of 2023 Price Schedule

Kim Clapp, Office Manager: the 2023 Price Schedule Draft had been presented to the Board for review at the October 18, 2022 meeting. One addition had been made since that time. On page 21, under Non-Reverting Miscellaneous, the line “Damage Deposit (rentals) 125 - 500” had been added. No other revisions or additions had been made. Staff recommended approval of the 2023 Price Schedule.

Ellen Rodkey made a motion to approve the 2023 Price Schedule. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-2. Review/Approval of Contract with Universal Sign, Inc. for Trail Branding Sign Fabrication and Installation

Barb Dunbar, Operations Coordinator to promote consistency and user recognition within the City Parks trail system, BPRD wished to have trail signage added along six trails. Contractor would fabricate and install approximately 26 signs, locate utilities prior to installation of new sign placement, and acquire any local permits that would apply. Staff recommended approval of the contract with Universal Sign, Inc. in an amount that would not exceed \$23,191. Funding would be from ARPA Funds and Operations General Fund.

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

C-3. Review/Approval of Service Agreement with The Stable Events (Izzy’s Rental) for Port-A-Let Rentals and Cleaning Services at Multiple Locations

Barb Dunbar, Operations Coordinator BPRD wished to maintain portable toilets in good working condition. Staff recommended approval of the Service Agreement with The Stable Events (Izzy’s Rentals) in an amount not to exceed \$12,000. Vendor would provide cleaning/pumping services for eleven department owned portable toilets, and provide rental, service, and cleaning at one location. Funding would be from Operations General Fund.

Ellen Rodkey made a motion to approve the service agreement with The Stable Events (Izzy’s Rental). *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-4. Review/Approval of Service Agreement with Woods Electrical Contractors, Inc. Electrical Repairs, Adjustments and/or Replacements

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

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

C-5. Review/Approval of Contract with Habitat Solutions to Conduct a Prescribed Burn at Griffy Lake Nature Preserve

Steve Cotter, Natural Resource Manager to reduce the risk of fire and improve habitat for native vegetation and wildlife, staff recommended approval of the Habitat Solutions contract. Habitat Solutions would oversee a prescribed burn of approximately 9.5 acres on the north side of Griffy Lake, near the dam. The contract also included the removal of beech and maple trees in the burn unit. The project would be funded from the Natural Resources General Fund, in an amount not to exceed \$9,500.

Board Comments: Jim Whitlatch inquired: what was the difference between this burn, and the one that was postponed. Steve Cotter responded: they were two different parcels within Griffy Lake Nature Preserve. Jim Whitlatch inquired: if the two contracts were with the same company. Steve Cotter responded: yes, it is the same company. Habitat Solutions had performed a burn in 2020. Staff goal is to have one performed one in 2022 and one in 2023.

Tim Street, Operations and Development Division Director: due to oversight, the Controller had not yet approved this contract and the Park Board approval will be on the contingency of receiving the Controller’s approval.

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

C-6. Review/Approval of Contract with 4 U Lawn and Landscape for Rose Hill Concrete Installation

Tim Street, Operations and Development Division Director BPRD wished to complete the infrastructure for the scatter garden at Rose Hill Cemetery. Staff recommended approval of a contract with 4 U Lawn and Landscape, in an amount not to exceed \$9,175. Vendor would install approximately 500 square feet of concrete and curbing at the site. Funding would be from 977-18-18016A-54510 (interest from 2016 GO Bonds, Series A) and Cemeteries General Fund.

Ellen Rodkey made a motion to approve the contract with 4 U Lawn and Landscape. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-7. Review/Approval of Policy #6090 – Safety and Security (revised)

Tim Street, Operations and Development Division Director: staff recommended approval of revised policy 6090 – Safety & Security. Revisions included the removal of a former security training program partnership between BPRD and IUPD, and was updated to reflect the policies applied to “hired or contracted” security personnel.

Board Comments: Jim Whitlatch commented: more time and discussions needed to take place on safety and security to develop a long range strategy. What was the history on the IU Cadet program? Paula McDevitt, Director responded: at one time there had been an IU security training program partnership. IU no longer had the resources to continue that partnership program, and that was why it had been taken out of the policy. Israel Herrera inquired: what was the difference between hired and contracted. Tim Street responded: hired is Park’s staff, contracted would be an outside company contracted to provide security service.

Ellen Rodkey made a motion to approve the revisions to Policy #6090 – Safety and Security. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-8. Review/Approval of Policy #13210 – Multi-Use Trails Design & Operations

Tim Street, Operations and Development Division Director: staff recommended approval of new policy 13210 – Multi-Use Trail Design & Operations. The new policy reflected the Parks department’s obligation and commitment to using professional engineers in the design of trails, as well as collaborating with the City Engineer (or their designee) on trail closures. The new policy specified when trail closures would be brought before the Board of Park Commissioners for approval.

Board Comments: Kathleen Mills inquired: if there had previously been a policy for closing trails. Tim Street responded: there had not been an official policy, but most likely had been an internal practice. Kathleen Mills inquired: when the B-Line had previously been closed due to the Johnson Creamery Smokestack, had the department been told it was an emergency situation and the trail had to be immediately closed due to safety. Tim Street responded: that was correct. Jim Whitlatch commented: felt the policy should state, Parks would consult with City Engineer, not collaborate with City Engineer. The Board of Park Commissioners should make the final decision, with the input of the City Engineers recommendations. Kathleen Mills commented: clarification needed to be made on who had the final decision to close a trail. Tim Street commented: those were valid points, and staff could have further discussion on the concern. It was important to honor the expertise that comes from the Engineering Department. Jim Whitlatch commented: the advice of the Engineering Department should be taken into consideration, and they should be consulted. Ellen Rodkey commented: there was some discrepancy in the document, as some areas stated collaboration and other areas stated consultation. There needed to be more consistency.

The Board accepted public comment on concerns of policy #13210.

Ellen Rodkey made a motion to table Policy #13210 – Multi-Use Trails Design & Operations. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-9. Review/Approval of policy #13220 – Multi-Use Trails Rules & Signage

Tim Street, Operations and Development Division Director: staff recommended approval of new policy 13220 – Multi-Use Trail Etiquette & Signage. The new policy reflected updated trail policies regarding motorized vehicles, including e-Bikes and similar vehicles (allowing them to be used at speeds of up to 20 mph). The updated trail rules were vetted through various City departments and incorporated feedback from the Bike and Pedestrian Safety Commission.

Board Comments: Kathleen Mills inquired: was similar vehicles a reference to rented scooters, and could they go over 20mph. Tim Street responded: it was a reference to rented scooters, for the most part they could not go above 20mph. There were three different classes of e-bikes that were recognized. Class 3 could go above 20mph, but there have been few of these seen in the area. Staff wanted to establish a safety policy to guide as e-bikes become more prevalent. Ellen Rodkey inquired: if benchmarking has been done, and felt e-bikes could present future problems. Tim Street responded: at the state level e-bikes have been accepted on trails. Jim Whitlatch inquired: a class 3 e-bike could be used on the trail, but couldn't run faster than the 20mph. Tim Street responded: that was correct.

Ellen Rodkey made a motion to approve Policy #13220 – Multi-Use Trails Rules & Signage. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-10. Review/Approval of Service Agreement with Commercial Services for HVAC Preventive Maintenance at Twin Lakes Recreation Center

Daren Eads, Sports Facility Coordinator BPRD wished to keep Twin Lakes Recreation Center (TLRC) in good working condition. Staff recommend approval of the contract with Commercial Services, in an amount not to exceed \$9,268.75. Vendor would provide HVAC preventive maintenance services at TLRC in 2023. Funding would be from TLRC Non-Reverting Fund.

Jim Whitlatch inquired: if the dollar amount was why the contract had not been included in the Consent Calendar. Daren Eads responded: that was correct.

Ellen Rodkey made a motion to approve the service agreement with Commercial Services. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

D.1 REPORTS

D-1. Operations Division - none

D-2. Recreation Division - none

D-3. Sports Division - none

D-4. Administration Division - none

E. PUBLIC HEARINGS/APPEARANCES

E-1. Kathleen Mills opened the floor to public comments – none were received

Tim Street commented: the Waldron, Hill, Buskirk Park playground was opened for use. The Board of Park Commissioners next meeting would be held on Tuesday, December 13, 2022.

ADJOURNMENT

Meeting adjourned at 4:53pm.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners



Board of Park Commissioners Claim Register

Invoice Date Range 10/29/22 - 11/10/22

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										
6330 - Marshall Security LLC	2537	18-SYP Marshall MSI Security (10/1/22-10/15/22)	Paid by EFT # 49542		11/01/2022	11/01/2022	11/10/2022		11/10/2022	7,245.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$7,245.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	1		\$7,245.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$7,245.00
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals							Invoice Transactions	1		\$7,245.00
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2401029	18- Envelopes and note pads & blue paper for Griffy	Paid by EFT # 49560		11/01/2022	11/01/2022	11/10/2022		11/10/2022	42.16
Account 52110 - Office Supplies Totals							Invoice Transactions	1		\$42.16
Account 53160 - Instruction										
54935 - Vermont Systems, INC	VS005914	18- RecTrac Symposium	Paid by EFT # 49634		11/01/2022	11/01/2022	11/10/2022		11/10/2022	1,900.00
Account 53160 - Instruction Totals							Invoice Transactions	1		\$1,900.00
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	110/NKRD	18- Hotel Rooms Vermont Rec Track Symposium-Ramey	Paid by Check # 76421		11/01/2022	11/01/2022	11/10/2022		11/10/2022	881.60
3560 - First Financial Bank / Credit Cards	222/NKRDM	18- Hotel Rooms-Vermont Rec Track Symposium-Philbeck	Paid by Check # 76421		11/01/2022	11/01/2022	11/10/2022		11/10/2022	661.20
Account 53230 - Travel Totals							Invoice Transactions	2		\$1,542.80
Account 53310 - Printing										
8002 - Safeguard Business Systems, INC	035068836	18-Receipt Books	Paid by EFT # 49589		11/01/2022	11/01/2022	11/10/2022		11/10/2022	643.00
Account 53310 - Printing Totals							Invoice Transactions	1		\$643.00
Account 53990 - Other Services and Charges										
41 - Area 10 Agency On Aging	May-August 2022	18 Endwright East Payment - 5/1/22-8/31/22	Paid by Check # 76413		11/01/2022	11/01/2022	11/10/2022		11/10/2022	6,955.78
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$6,955.78
Program 181000 - Administration Totals							Invoice Transactions	6		\$11,083.74



Board of Park Commissioners Claim Register

Invoice Date Range 10/29/22 - 11/10/22

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 181100 - Marketing										
Account 52420 - Other Supplies										
54546 - Charles Y Coghlan, DMD (Office Easel)	105053A	18-Parks logo pens #300	Paid by EFT # 49467		11/01/2022	11/01/2022	11/10/2022		11/10/2022	233.05
5819 - Synchrony Bank	468587489787	18- Amazon Camera Protection Filter	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	9.99
11693 - The Award Center, INC	61364	18-Park Partner recognition plaque	Paid by EFT # 49619		11/01/2022	11/01/2022	11/10/2022		11/10/2022	42.00
		Green Hat Media								
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$285.04
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39791	18 - staff resource cards 2022 (100)	Paid by EFT # 49434		11/01/2022	11/01/2022	11/10/2022		11/10/2022	50.00
Account 53310 - Printing Totals									Invoice Transactions 1	\$50.00
Account 53320 - Advertising										
3560 - First Financial Bank / Credit Cards	10748549	18- Advertising Job Posting	Paid by Check # 76421		11/01/2022	11/01/2022	11/10/2022		11/10/2022	5.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221036072	18-30-sec spots for Public Skating on WHCC-Oct 2022	Paid by EFT # 49603		11/01/2022	11/01/2022	11/10/2022		11/10/2022	345.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221036074	18-30-sec spots for Pumpkin Launch WHCC-Oct 2022	Paid by EFT # 49603		11/01/2022	11/01/2022	11/10/2022		11/10/2022	345.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221036067	18-30-sec spots for Public Skating on WBWB-Oct 2022	Paid by EFT # 49603		11/01/2022	11/01/2022	11/10/2022		11/10/2022	345.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221036065	18-30-sec spots for Pumpkin Launch WBWB-Oct 2022	Paid by EFT # 49603		11/01/2022	11/01/2022	11/10/2022		11/10/2022	345.00
Account 53320 - Advertising Totals									Invoice Transactions 5	\$1,385.00
Account 53910 - Dues and Subscriptions										
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-5707	18-Quarterly web hosting Twin Lakes Rec Center & Switchyard Park	Paid by EFT # 49505		11/01/2022	11/01/2022	11/10/2022		11/10/2022	330.00
53442 - Paragon Micro, INC	S3393988	18-Adobe Creative Cloud Renewals (2)	Paid by EFT # 49565		11/01/2022	11/01/2022	11/10/2022		11/10/2022	2,017.98
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 2	\$2,347.98
Program 181100 - Marketing Totals									Invoice Transactions 11	\$4,068.02



Board of Park Commissioners Claim Register

Invoice Date Range 10/29/22 - 11/10/22

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 182001 - Aquatics - Bryan Pool										
Account 53630 - Machinery and Equipment Repairs										
54255 - Spear Corporation	319182	18-Bryan Pool pump pts, protector	Paid by EFT # 49606		11/01/2022	11/01/2022	11/10/2022		11/10/2022	746.52
Account 53630 - Machinery and Equipment Repairs Totals								Invoice Transactions	1	\$746.52
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions	1	\$746.52
Program 182500 - Frank Southern Center										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0496720-1	18-FSC hot paper cups and cup sleeves	Paid by EFT # 49491		11/01/2022	11/01/2022	11/10/2022		11/10/2022	73.83
7663 - HB Warehouse LLC (Resource Services)	3507	18 - FSC Toilet Paper, Skate Spray, Trash Bags, gloves	Paid by EFT # 49499		11/01/2022	11/01/2022	11/10/2022		11/10/2022	1,343.84
5819 - Synchrony Bank	657639993846	18-FSC Waterless Urinal Trap Cleaner	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	347.96
Account 52210 - Institutional Supplies Totals								Invoice Transactions	3	\$1,765.63
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3142036400	18 - FSC Propane for the zamboni	Paid by EFT # 49438		11/01/2022	11/01/2022	11/10/2022		11/10/2022	194.13
Account 52240 - Fuel and Oil Totals								Invoice Transactions	1	\$194.13
Account 52420 - Other Supplies										
4263 - Price Chopper, INC	256922	18-FSC Wristbands for public skate sessions	Paid by EFT # 49576		11/01/2022	11/01/2022	11/10/2022		11/10/2022	1,549.94
6220 - Riedell Shoes, INC	54999945	18 - FSC Rental Skates and shipping 20 pairs	Paid by EFT # 49584		11/01/2022	11/01/2022	11/10/2022		11/10/2022	458.48
798 - Winters Associates Promotional Products, INC	114479	18-FSC Lobby Towels for Skate blades ice removal	Paid by EFT # 49640		11/01/2022	11/01/2022	11/10/2022		11/10/2022	150.96
Account 52420 - Other Supplies Totals								Invoice Transactions	3	\$2,159.38
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190548452101322	06-Cable Services - FSC 10/27-11/26/22	Paid by Check # 76406		10/31/2022	10/31/2022	10/31/2022		10/31/2022	113.83
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$113.83
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5688	18-FSC Lobby Bathroom bi weekly cleaning serv-Oct 2022	Paid by EFT # 49482		11/01/2022	11/01/2022	11/10/2022		11/10/2022	100.00
53657 - Plymate, INC	3129152	18-FSC Entry Rug bi weekly cleaning service	Paid by EFT # 49574		11/01/2022	11/01/2022	11/10/2022		11/10/2022	80.41
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	2	\$180.41
Program 182500 - Frank Southern Center Totals								Invoice Transactions	10	\$4,413.38



Board of Park Commissioners Claim Register

Invoice Date Range 10/29/22 - 11/10/22

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 52210 - Institutional Supplies										
5819 - Synchrony Bank	2429	18- Industrial Supplies	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	13.98
5819 - Synchrony Bank	6302 102122	18 - Industrial Supplies	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	76.94
5819 - Synchrony Bank	8185	18 - Industrial Supplies	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	128.48
Account 52210 - Institutional Supplies Totals							Invoice Transactions 3			\$219.40
Program 183500 - Golf Services Totals							Invoice Transactions 3			\$219.40
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
137 - Good Earth, LLC	20186	18- Fill Dirt for LSNP Shelter	Paid by EFT # 49495		11/01/2022	11/01/2022	11/10/2022		11/10/2022	34.00
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1			\$34.00
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomington)	0S0303935859	18-Natural Resources Program Supplies - granola bars	Paid by EFT # 49455		11/01/2022	11/01/2022	11/10/2022		11/10/2022	9.38
11589 - Bloomington Cooperative Services (Bloomington)	0S0302913391	18-Natural Resources Program Supplies	Paid by EFT # 49455		11/01/2022	11/01/2022	11/10/2022		11/10/2022	11.98
394 - Kleindorfer Hardware & Variety	738377	18-Natural Resources Program Supplies	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	38.31
394 - Kleindorfer Hardware & Variety	738251	18-Natural Resources Program Supplies	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	17.00
5819 - Synchrony Bank	977848434344	18- Amazon Horse Hoof Pick Brush	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	38.76
Account 52420 - Other Supplies Totals							Invoice Transactions 5			\$115.43
Account 53310 - Printing										
480 - Proveli, LLC (Hall Signs, INC)	46248	18- (2) No Boat Trailer Parking Signs with Arrows for Griffy	Paid by EFT # 49578		11/01/2022	11/01/2022	11/10/2022		11/10/2022	23.76
Account 53310 - Printing Totals							Invoice Transactions 1			\$23.76
Account 53990 - Other Services and Charges										
7292 - Tyler K Ferguson(Caliente Fitness, LLC)	18-2022-10	18-SUP Instruction and Program Planning	Paid by Check # 76419		11/01/2022	11/01/2022	11/10/2022		11/10/2022	120.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$120.00
Program 184000 - Natural Resources Totals							Invoice Transactions 8			\$293.19
Program 186500 - Community Events										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	25216	18- CE Ladder and tote	Paid by Check # 76426		11/01/2022	11/01/2022	11/10/2022		11/10/2022	128.99



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	2670	18- apple cider, cups, and batteries for fall events	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	50.72
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$179.71
Program 186500 - Community Events Totals							Invoice Transactions 2			\$179.71
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	737495	18-Bike lock for garden wheelbarrow	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	14.99
394 - Kleindorfer Hardware & Variety	739896	18-Community Garden Supplies	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	28.00
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$42.99
Program 186502 - Community Events-Gardens Totals							Invoice Transactions 2			\$42.99
Program 187001 - Adult Sports-Softball										
Account 53610 - Building Repairs										
192 - Keller Heating & Air Conditioning, INC	123109059	18- TLSP AC Building Repair	Paid by EFT # 49526		11/01/2022	11/01/2022	11/10/2022		11/10/2022	311.33
Account 53610 - Building Repairs Totals							Invoice Transactions 1			\$311.33
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 1			\$311.33
Program 187202 - Youth Sports-Winslow										
Account 52340 - Other Repairs and Maintenance										
4574 - John Deere Financial f.s.b. (Rural King)	55901	18- Winslow- Totes for Bleacher Canopy Covers	Paid by Check # 76426		11/01/2022	11/01/2022	11/10/2022		11/10/2022	214.02
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1			\$214.02
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	55901	18- Winslow- Totes for Bleacher Canopy Covers	Paid by Check # 76426		11/01/2022	11/01/2022	11/10/2022		11/10/2022	25.94
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$25.94
Account 53320 - Advertising										
6100 - Boxwood Technology, INC	3968630	18-job announcement for Sports Specialist	Paid by EFT # 49460		11/01/2022	11/01/2022	11/10/2022		11/10/2022	99.00
Account 53320 - Advertising Totals							Invoice Transactions 1			\$99.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003024444	18- Landfill November Charges Winslow	Edit		11/09/2022	11/09/2022	11/09/2022			382.66
									Account 53950 - Landfill Totals	Invoice Transactions 1
									Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 4
										<u>\$382.66</u>
										<u>\$721.62</u>
Program 187208 - Youth Sports-Olcott										
Account 53650 - Other Repairs										
50594 - Barry Company, INC	045397	18- Olcott Park Irrigation Parts	Paid by EFT # 49447		11/01/2022	11/01/2022	11/10/2022		11/10/2022	118.54
298 - Commercial Service Of Bloomington, INC	S237122	18- Olcott Irrigation Line Repair	Paid by EFT # 49473		11/01/2022	11/01/2022	11/10/2022		11/10/2022	848.65
298 - Commercial Service Of Bloomington, INC	S238109	18- Olcott Irrigation Line Repair	Paid by EFT # 49473		11/01/2022	11/01/2022	11/10/2022		11/10/2022	1,990.40
									Account 53650 - Other Repairs Totals	Invoice Transactions 3
									Program 187208 - Youth Sports-Olcott Totals	Invoice Transactions 3
										<u>\$2,957.59</u>
										<u>\$2,957.59</u>
Program 187500 - Banneker										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	576556576566	18- Amazon Tool Kit/Paper Shredder	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	76.46
5819 - Synchrony Bank	594589695976	18- Amazon Acrylic Lamp Post Globe	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	96.90
									Account 52420 - Other Supplies Totals	Invoice Transactions 2
										<u>\$173.36</u>
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	114510	18-Uniform order for Kevin Terrell	Paid by EFT # 49640		11/01/2022	11/01/2022	11/10/2022		11/10/2022	76.39
798 - Winters Associates Promotional Products, INC	114521	18-Uniform/tshirts for Banneker staff	Paid by EFT # 49640		11/01/2022	11/01/2022	11/10/2022		11/10/2022	258.96
									Account 52430 - Uniforms and Tools Totals	Invoice Transactions 2
										<u>\$335.35</u>
Account 53630 - Machinery and Equipment Repairs										
298 - Commercial Service Of Bloomington, INC	J34708	18- Banneker Kitchen - Hood/exhaust/duct/sinks	Paid by EFT # 49473		11/01/2022	11/01/2022	11/10/2022		11/10/2022	955.00
									Account 53630 - Machinery and Equipment Repairs Totals	Invoice Transactions 1
										<u>\$955.00</u>
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5681	18- Banneker Cleaning Service-October 2022	Paid by EFT # 49482		11/01/2022	11/01/2022	11/10/2022		11/10/2022	365.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53990 - Other Services and Charges										
4073 - Terminix International	425955266	18-Banneker-Pest Control-10/14/22	Paid by Check # 76437		11/01/2022	11/01/2022	11/10/2022		11/10/2022	73.04
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$438.04
								Program 187500 - Banneker Totals	Invoice Transactions 7	\$1,901.75
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0501077-1	18-Custodial supplies for shelters/restrooms - wipes	Paid by EFT # 49491		11/01/2022	11/01/2022	11/10/2022		11/10/2022	355.20
9269 - Ferguson Facilities Supply, HP Products #3400	0507430-1	18-(4) Jumbo roll t.p. dispensers	Paid by EFT # 49491		11/01/2022	11/01/2022	11/10/2022		11/10/2022	83.96
9269 - Ferguson Facilities Supply, HP Products #3400	0507430-2	18-(2) cs wiper plus wipes	Paid by EFT # 49491		11/01/2022	11/01/2022	11/10/2022		11/10/2022	131.30
8252 - Share Corporation	215758	18-Custodial & PPE supplies	Paid by EFT # 49592		11/01/2022	11/01/2022	11/10/2022		11/10/2022	364.60
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 4	\$935.06
Account 52240 - Fuel and Oil										
3560 - First Financial Bank / Credit Cards	9132429	18- Fuel New Vehicle Transport	Paid by Check # 76421		11/01/2022	11/01/2022	11/10/2022		11/10/2022	55.56
								Account 52240 - Fuel and Oil Totals	Invoice Transactions 1	\$55.56
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	738122	18-Hardware, electric, plumbing & misc. supplies	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	17.94
394 - Kleindorfer Hardware & Variety	746296	18-Hardware, electric, plumbing & misc. supplies	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	9.68
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 2	\$27.62
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	737803	18-Hardware, electric, plumbing & misc. supplies general maint.	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	11.63
394 - Kleindorfer Hardware & Variety	739689	18-Hardware, electric, plumbing & misc. supplies general maint.	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	4.00
6262 - Koenig Equipment, INC	P34539	18-Parts & supplies & new purchase of groundskeeping equipment	Paid by EFT # 49532		11/01/2022	11/01/2022	11/10/2022		11/10/2022	9.98



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
6262 - Koenig Equipment, INC	P34633	18-Parts & supplies & new purchase of groundskeeping equipment	Paid by EFT # 49532		11/01/2022	11/01/2022	11/10/2022		11/10/2022	202.08
6262 - Koenig Equipment, INC	P34772	18-Parts & supplies & new purchase of groundskeeping equipment	Paid by EFT # 49532		11/01/2022	11/01/2022	11/10/2022		11/10/2022	58.98
786 - Richard's Small Engine, INC	486957	18-Parts & supplies & new purchase of groundskeeping equipment	Paid by EFT # 49582		11/01/2022	11/01/2022	11/10/2022		11/10/2022	135.99
476 - Southern Indiana Parts, INC (Napa Auto Parts)	475711	18-Misc. parts & supplies for grounds keeping equip.	Paid by EFT # 49605		11/01/2022	11/01/2022	11/10/2022		11/10/2022	53.59
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 7										\$476.25
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	737151	18-Storage supplies, tarps, hooks, locks, latches, etc.	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	18.99
394 - Kleindorfer Hardware & Variety	746271	18-Storage supplies, tarps, hooks, locks, latches, etc.	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	27.65
394 - Kleindorfer Hardware & Variety	746221	18-Storage supplies, tarps, hooks, locks, latches, etc.	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	44.61
3054 - Sinclair Recreation, LLC (GameTime)	PJI-0194899	18-(3) Minipod supports & hardware for RCA Playground	Paid by EFT # 49599		11/01/2022	11/01/2022	11/10/2022		11/10/2022	674.33
Account 52420 - Other Supplies Totals Invoice Transactions 4										\$765.58
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	26/1619450	18- GIE Equipment Expo PARKS	Paid by Check # 76421		11/01/2022	11/01/2022	11/10/2022		11/10/2022	40.00
3560 - First Financial Bank / Credit Cards	26/1619437	18- GIE Equipment Expo ROBERTSON	Paid by Check # 76421		11/01/2022	11/01/2022	11/10/2022		11/10/2022	40.00
3560 - First Financial Bank / Credit Cards	26/1619447	18- GIE Equipment Expo GILSTRAP	Paid by Check # 76421		11/01/2022	11/01/2022	11/10/2022		11/10/2022	40.00
3560 - First Financial Bank / Credit Cards	26/1619444	18- GIE Equipment Expo FODDRILL	Paid by Check # 76421		11/01/2022	11/01/2022	11/10/2022		11/10/2022	40.00
3560 - First Financial Bank / Credit Cards	26/1619454	18- GIE Equipment Expo DUNBAR	Paid by Check # 76421		11/01/2022	11/01/2022	11/10/2022		11/10/2022	40.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	26/1619423	18- GIE Equipment Expo MAROTZ	Paid by Check # 76421		11/01/2022	11/01/2022	11/10/2022		11/10/2022	40.00
3560 - First Financial Bank / Credit Cards	26/1619452	18- GIE Equipment Expo GRUBB	Paid by Check # 76421		11/01/2022	11/01/2022	11/10/2022		11/10/2022	40.00
3560 - First Financial Bank / Credit Cards	26/1619438	18- GIE Equipment Expo TURPIN	Paid by Check # 76421		11/01/2022	11/01/2022	11/10/2022		11/10/2022	40.00
Account 53160 - Instruction Totals								Invoice Transactions	8	\$320.00
Account 53650 - Other Repairs										
11611 - Woods Electrical Contractors, INC	2209COBSEMP	18-Labor to install new flag pole light @ Seminary Park	Paid by EFT # 49642		11/01/2022	11/01/2022	11/10/2022		11/10/2022	1,500.00
Account 53650 - Other Repairs Totals								Invoice Transactions	1	\$1,500.00
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	4080030621	18-mat cleaning services 10-19-2022	Paid by EFT # 49441		11/01/2022	11/01/2022	11/10/2022		11/10/2022	35.00
19171 - Aramark Uniform & Career Apparel Group, INC	4080031804	18-Uniform & mat cleaning services- 10/26/22	Paid by EFT # 49441		11/01/2022	11/01/2022	11/10/2022		11/10/2022	35.00
4175 - The Stables Events, LLC (Izzy's Rentals)	16729	18-Cleaning & Pumping of port-a-lets @ (10) locations-Oct 2022	Paid by EFT # 49622		11/01/2022	11/01/2022	11/10/2022		11/10/2022	640.00
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	3	\$710.00
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003024443	18-Landfill October Ops	Edit		11/09/2022	11/09/2022	11/09/2022			824.94
Account 53950 - Landfill Totals								Invoice Transactions	1	\$824.94
Program 189000 - Operations Totals								Invoice Transactions	31	\$5,615.01
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I328539	18 SYP Institutional Supplies; trash bags, toilet tissue, cleane	Paid by Check # 76422		11/01/2022	11/01/2022	11/10/2022		11/10/2022	443.21
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	\$443.21
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10014229	18- SYP CO2 Tank End of Season Return	Paid by EFT # 49516		11/01/2022	11/01/2022	11/10/2022		11/10/2022	41.33
4574 - John Deere Financial f.s.b. (Rural King)	25703	18-SYP Seed and straw for dog park	Paid by Check # 76426		11/01/2022	11/01/2022	11/10/2022		11/10/2022	147.93
394 - Kleindorfer Hardware & Variety	738184	18-SYP Straw Bales for Dog Park	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	21.00
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	3	\$210.26



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52310 - Building Materials and Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	WP092712	18-SYP four tissue roll dispensers	Paid by EFT # 49491		11/01/2022	11/01/2022	11/10/2022		11/10/2022	220.81
5099 - Office Three Sixty, INC	2396347	18-SYP replacement rubber gliders	Paid by EFT # 49560		11/01/2022	11/01/2022	11/10/2022		11/10/2022	89.22
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	<u>\$310.03</u>
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	737415	18-SYP PVC Items for Water Chair Repair	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	9.96
394 - Kleindorfer Hardware & Variety	737533	18-SYP Misc hardware	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	44.47
394 - Kleindorfer Hardware & Variety	737782	18-SYP Misc Hardware	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	74.66
394 - Kleindorfer Hardware & Variety	738065	18-SYP Spray Paint and Painters Tape	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	36.67
394 - Kleindorfer Hardware & Variety	738083	18-SYP two cans spray paint for vandalism repair	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	13.98
394 - Kleindorfer Hardware & Variety	737575	18-Hardware supplies	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	37.13
Account 52420 - Other Supplies Totals									Invoice Transactions 6	<u>\$216.87</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	W83802	18-SYP Irrigation Lift Station Repair	Paid by EFT # 49498		11/01/2022	11/01/2022	11/10/2022		11/10/2022	2,069.73
Account 53610 - Building Repairs Totals									Invoice Transactions 1	<u>\$2,069.73</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3127584	18-SYP Vestibule Rug Service 10/05/22	Paid by EFT # 49574		11/01/2022	11/01/2022	11/10/2022		11/10/2022	122.45
53657 - Plymate, INC	C3132608	18-SYP Vestibule Rug Service 10/05/22 credit	Paid by EFT # 49574		11/01/2022	11/01/2022	11/10/2022		11/10/2022	(8.12)
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 2	<u>\$114.33</u>
Program 189006 - Switchyard Property Totals									Invoice Transactions 15	<u>\$3,364.43</u>
Program 189500 - Landscaping										
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	61005	18 - LAND (2) Adopt-A-Median signs for Elder's Journey Home Care	Paid by EFT # 49488		11/01/2022	11/01/2022	11/10/2022		11/10/2022	115.00
455 - Industrial Service & Supply, INC	74020	18 - LAND parts for the water truck hose assembly	Paid by EFT # 49518		11/01/2022	11/01/2022	11/10/2022		11/10/2022	64.60
394 - Kleindorfer Hardware & Variety	737318	18 - LAND misc. supplies	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	1.99



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	739873	18 - LAND misc. supplies	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	15.98
394 - Kleindorfer Hardware & Variety	737788	18 - LAND misc. supplies	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	45.92
Account 52420 - Other Supplies Totals									Invoice Transactions 5	\$243.49
Account 53130 - Medical										
231 - IU Health OCC Health Services	00135832-00	18-J. Blevins-Vaccine Hep B-9/19/22	Paid by EFT # 49521		11/01/2022	11/01/2022	11/10/2022		11/10/2022	130.00
Account 53130 - Medical Totals									Invoice Transactions 1	\$130.00
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	321433	18- Metro Institute Ornamental Pest Management-Blevins	Paid by Check # 76421		11/01/2022	11/01/2022	11/10/2022		11/10/2022	55.00
3560 - First Financial Bank / Credit Cards	321434	18- Metro Institute Ornamental Pest Management-Sturrock	Paid by Check # 76421		11/01/2022	11/01/2022	11/10/2022		11/10/2022	55.00
893 - Indiana Native Plant And Wildflower Society, INC	AC2022ConfSparks	18-LAND annual conf registration Sparks	Paid by EFT # 49515		11/01/2022	11/01/2022	11/10/2022		11/10/2022	35.00
Account 53160 - Instruction Totals									Invoice Transactions 3	\$145.00
Account 53910 - Dues and Subscriptions										
893 - Indiana Native Plant And Wildflower Society, INC	12474846	18-LAND annual membership-Sparks/Sturrock/Behrm an	Paid by EFT # 49515		11/01/2022	11/01/2022	11/10/2022		11/10/2022	45.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$45.00
Program 189500 - Landscaping Totals									Invoice Transactions 10	\$563.49
Program 189501 - Cemeteries										
Account 53990 - Other Services and Charges										
14312 - Baker Stone Work, INC	1026	18-Stone restoration work at Rose Hill Scatter Garden	Paid by EFT # 49444		11/01/2022	11/01/2022	11/10/2022		11/10/2022	8,425.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$8,425.00
Program 189501 - Cemeteries Totals									Invoice Transactions 1	\$8,425.00
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	469954563868	18- Amazon AMPAD Reporter's Notebook	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	25.94
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$25.94
Program 189503 - Urban Forestry Totals									Invoice Transactions 1	\$25.94
Department 18 - Parks & Recreation Totals									Invoice Transactions 116	\$44,933.11



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			Fund 200 - Parks and Recreation Gen (\$1301) Totals				Invoice Transactions	116		\$44,933.11
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
4610 - Hopscotch Coffee, LLC	4778	18-FSC Coffee beans for concessions	Paid by EFT # 49508		11/01/2022	11/01/2022	11/10/2022		11/10/2022	65.00
5819 - Synchrony Bank	8537 102122	18-FSC Concessions Products to sell	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	361.30
5819 - Synchrony Bank	3123	18-FSC Concessions Products to sell	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	435.66
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	3		\$861.96
Account 52420 - Other Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0496720-2	18-FSC Coffee Cups	Paid by EFT # 49491		11/01/2022	11/01/2022	11/10/2022		11/10/2022	165.94
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$165.94
Program 182501 - Frank Southern Center Concession Totals							Invoice Transactions	4		\$1,027.90
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
205 - City Of Bloomington	100257041	18 - Monarch	Paid by Check # 76417		11/01/2022	11/01/2022	11/10/2022		11/10/2022	108.50
5819 - Synchrony Bank	3725	18 - Snack Bar items	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	31.31
5819 - Synchrony Bank	5961	18 - Snack Bar items	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	36.02
5819 - Synchrony Bank	6301 102122	18 - Snack Bar items	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	45.58
5819 - Synchrony Bank	2430	18 - Snack Bar items	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	99.78
5819 - Synchrony Bank	6280	18 - Snack Bar items	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	75.94
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	6		\$397.13
Program 183500 - Golf Services Totals							Invoice Transactions	6		\$397.13
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	914377340	18 - Clubs, balls, bags, clothing & etc.	Paid by Check # 76411		11/01/2022	11/01/2022	11/10/2022		11/10/2022	101.85
53619 - Ping, INC	16541606	18 - Clubs, bags, & misc.	Paid by EFT # 49572		11/01/2022	11/01/2022	11/10/2022		11/10/2022	90.47
53619 - Ping, INC	16591021	18 - Clubs, bags, & misc.	Paid by EFT # 49572		11/01/2022	11/01/2022	11/10/2022		11/10/2022	204.51
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	3		\$396.83
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions	3		\$396.83



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 43270 - Registration Fees										
Kaeko Liff	2022-00001782	18-Refunds	Paid by Check # 76444		11/01/2022	11/01/2022	11/10/2022		11/10/2022	20.00
Account 43270 - Registration Fees Totals									Invoice Transactions 1	\$20.00
Account 53650 - Other Repairs										
102 - Professional Contracting, LLC (Steve's Roofing)	19362	18-Gutter Installation at Griffy Lake NP	Paid by EFT # 49577		11/01/2022	11/01/2022	11/10/2022		11/10/2022	2,675.00
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$2,675.00
Program 184000 - Natural Resources Totals									Invoice Transactions 2	\$2,695.00
Program 184500 - Youth Services -Juke Box										
Account 53990 - Other Services and Charges										
1032 - Lake Monroe Sailing Association, INC	6577	18-Sailing Camp Registrations	Paid by EFT # 49535		11/01/2022	11/01/2022	11/10/2022		11/10/2022	50,463.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$50,463.00
Program 184500 - Youth Services -Juke Box Totals									Invoice Transactions 1	\$50,463.00
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	959336949546	18- Amazon Bendy Pencils/Fidget Toys/Perler Beads	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	123.52
5819 - Synchrony Bank	000000 GSCEKM	18-Supplies for Kid City Summer Camp	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	47.83
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$171.35
Program 184501 - Youth Services-Kid City Camps Totals									Invoice Transactions 2	\$171.35
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	3391	18 - TLRC Facility Institutional Supplies	Paid by EFT # 49499		11/01/2022	11/01/2022	11/10/2022		11/10/2022	408.30
7663 - HB Warehouse LLC (Resource Services)	3369	18 - TLRC Facility Institutional Supplies	Paid by EFT # 49499		11/01/2022	11/01/2022	11/10/2022		11/10/2022	350.56
7663 - HB Warehouse LLC (Resource Services)	3794	18 - TLRC Facility Institutional Supplies	Paid by EFT # 49499		11/01/2022	11/01/2022	11/10/2022		11/10/2022	915.56
5819 - Synchrony Bank	4321	18 - TLRC Facility Institutional Supplies	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	13.14
5819 - Synchrony Bank	563474839949	18- Amazon Plastic Chair Mat/Plastic Dome/Bandages/scale	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	34.47
Account 52210 - Institutional Supplies Totals									Invoice Transactions 5	\$1,722.03
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	95585	18 - TLRC Maintenance & Hardware Supplies	Paid by Check # 76426		11/01/2022	11/01/2022	11/10/2022		11/10/2022	17.98



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	737568	18 - TLRC Maintenance & Hardware Supplies	Paid by EFT # 49531		11/01/2022	11/01/2022	11/10/2022		11/10/2022	1.49
4443 - The Sherwin Williams Company	9730-2	18 - TLRC Maintenance & Hardware Supplies	Paid by EFT # 49621		11/01/2022	11/01/2022	11/10/2022		11/10/2022	167.45
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	3	\$186.92
Account 52340 - Other Repairs and Maintenance										
5819 - Synchrony Bank	563474839949	18- Amazon Plastic Chair Mat/Plastic Dome/Bandages/scale	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	44.67
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	1	\$44.67
Account 52420 - Other Supplies										
5819 - Synchrony Bank	4705	18 - TLRC Front Desk Stapler	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	15.28
5819 - Synchrony Bank	563474839949	18- Amazon Plastic Chair Mat/Plastic Dome/Bandages/scale	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	357.89
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$373.17
Account 53610 - Building Repairs										
53657 - Plymate, INC	3132308	18 - TLRC Entry Mat Service-10/26/22	Paid by EFT # 49574		11/01/2022	11/01/2022	11/10/2022		11/10/2022	81.62
Account 53610 - Building Repairs Totals								Invoice Transactions	1	\$81.62
Account 53940 - Temporary Contractual Employee										
1973 - Megan M Stark	102822	18-TLRC - Personal Training payment	Paid by EFT # 49608		11/01/2022	11/01/2022	11/10/2022		11/10/2022	345.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	1	\$345.00
Program 185000 - Twin Lakes Recreation Center Totals								Invoice Transactions	13	\$2,753.41
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	102722	18-TLRC Fitness Specialist	Paid by EFT # 49445		11/01/2022	11/01/2022	11/10/2022		11/10/2022	218.75
8271 - Morgan Brummett	102722	18- TLRC Group Exercise Instructor Pay	Paid by EFT # 49462		11/01/2022	11/01/2022	11/10/2022		11/10/2022	150.00
7276 - Kaitlyn Clementi	102722	18-TLRC - Personal Training payment	Paid by EFT # 49471		11/01/2022	11/01/2022	11/10/2022		11/10/2022	315.00
8370 - Alice M Day	102522	18-TLRC Group Ex Instructor Pay	Paid by EFT # 49478		11/01/2022	11/01/2022	11/10/2022		11/10/2022	281.25
8370 - Alice M Day	080922	18-TLRC Group Ex Instructor Pay	Paid by EFT # 49478		11/01/2022	11/01/2022	11/10/2022		11/10/2022	437.50
8234 - Paetyn Denson	102722	18- TLRC Group Ex Instructor & PT Pay	Paid by EFT # 49479		11/01/2022	11/01/2022	11/10/2022		11/10/2022	105.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
8234 - Paetyn Denson	102622	18- TLRC Group Ex Instructor & PT Pay	Paid by EFT # 49479		11/01/2022	11/01/2022	11/10/2022		11/10/2022	75.00
8399 - Gustavus Alexis McLeod	102722	18-TLRC Group Ex Instructor Pay	Paid by EFT # 49543		11/01/2022	11/01/2022	11/10/2022		11/10/2022	406.25
8399 - Gustavus Alexis McLeod	080422	18-TLRC Group Ex Instructor Pay	Paid by EFT # 49543		11/01/2022	11/01/2022	11/10/2022		11/10/2022	437.50
7086 - Rivkah L Moore	102822	18- TLRC Fitness Specialist Pay	Paid by EFT # 49553		11/01/2022	11/01/2022	11/10/2022		11/10/2022	406.25
8184 - Emily E Tally	102722	18- TLRC Group Ex Instructor Pay	Paid by EFT # 49617		11/01/2022	11/01/2022	11/10/2022		11/10/2022	125.00
7960 - Lauren Wilson (Elae Entertainment Group LLC)	102722	18- TLRC Fitness Specialist Pay	Paid by EFT # 49639		11/01/2022	11/01/2022	11/10/2022		11/10/2022	31.25
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 12		<div></div> \$2,988.75	
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 12		<div></div> \$2,988.75	
Program 185003 - TLRC-Basketball										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	11910	18- TLRC BYB Season II Jerseys	Paid by EFT # 49432		11/01/2022	11/01/2022	11/10/2022		11/10/2022	2,482.00
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	11971	18- TLRC BYB Season II Jerseys	Paid by EFT # 49432		11/01/2022	11/01/2022	11/10/2022		11/10/2022	2,445.50
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	12000	18- TLRC BYB Season II Jerseys	Paid by EFT # 49432		11/01/2022	11/01/2022	11/10/2022		11/10/2022	784.75
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 3		<div></div> \$5,712.25	
Program 185003 - TLRC-Basketball Totals							Invoice Transactions 3		<div></div> \$5,712.25	
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
8155 - PepsiCo Beverage Sales, LLC	08702308	18 - TLRC Concessions Products to Sell	Paid by EFT # 49571		11/01/2022	11/01/2022	11/10/2022		11/10/2022	603.75
5819 - Synchrony Bank	6262	18 - TLRC Concession Item Sale	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	48.52
5819 - Synchrony Bank	8481	18 - TLRC Concession Item Sale	Paid by Check # 76435		11/01/2022	11/01/2022	11/10/2022		11/10/2022	544.85
21145 - Sysco USA III, LLC	338240858	18 - TLRC Concession Item Purchase	Paid by EFT # 49616		11/01/2022	11/01/2022	11/10/2022		11/10/2022	627.88
21145 - Sysco USA III, LLC	338247235	18 - TLRC Credit on Items not delivered-Inv	Paid by EFT # 49616		11/01/2022	11/01/2022	11/10/2022		11/10/2022	(91.38)
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 5		<div></div> \$1,733.62	
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 5		<div></div> \$1,733.62	



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	53725	18-Winter lights paints	Paid by Check # 76426		11/01/2022	11/01/2022	11/10/2022		11/10/2022	32.45
4549 - Kroger Limited Partnership I	060585	18 - Pumpkins, marshmallows, spoons - taxed	Paid by Check # 76427		11/01/2022	11/01/2022	11/10/2022		11/10/2022	71.20
4549 - Kroger Limited Partnership I	060585REFUND	18 - Pumpkins, marshmallows, spoons - refund	Paid by Check # 76427		11/01/2022	11/01/2022	11/10/2022		11/10/2022	(71.20)
4549 - Kroger Limited Partnership I	061076	18 - Pumpkins, marshmallows, spoons	Paid by Check # 76427		11/01/2022	11/01/2022	11/10/2022		11/10/2022	70.47
5819 - Synchrony Bank	568758574886	18- Amazon Costume Gloves	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	14.03
5819 - Synchrony Bank	438455758573	18- Amazon Cellophane Wrap/Dazzle LED Christmas Lights	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	148.94
5819 - Synchrony Bank	873944483377	18- Amazon Nightmare on Elm Street Freddy Sweater	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	34.62
5819 - Synchrony Bank	976539383899	18- Amazon Skate and Scare Program	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	450.23
5819 - Synchrony Bank	986993394437	18- Amazon Halloween Balloons/Bloody Brain Prop	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	16.73
Account 52420 - Other Supplies Totals									Invoice Transactions 9	\$767.47
Account 53990 - Other Services and Charges										
8157 - Joshua M Hughey	1002	18- Performance at the Pumpkin Launch on 10/22/22	Paid by EFT # 49509		11/01/2022	11/01/2022	11/10/2022		11/10/2022	350.00
2546 - Monroe County Historical Society, INC	110122	18- Revenue Split with Monroe County History Center for Dearly D	Paid by EFT # 49549		11/01/2022	11/01/2022	11/10/2022		11/10/2022	773.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$1,123.00
Program 186500 - Community Events Totals									Invoice Transactions 11	\$1,890.47
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	521761	18-Materials for locking wheelbarrows	Paid by EFT # 49453		11/01/2022	11/01/2022	11/10/2022		11/10/2022	55.91
409 - Black Lumber Co. INC	521884	18-Credit return: master lock self coiling cable	Paid by EFT # 49453		11/01/2022	11/01/2022	11/10/2022		11/10/2022	(7.99)
409 - Black Lumber Co. INC	521765	18-Bike lock credit return	Paid by EFT # 49453		11/01/2022	11/01/2022	11/10/2022		11/10/2022	(9.99)



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
2005 - Bloomington Speedway Mulch, INC	28488	18- Sand for Community Gardens	Paid by EFT # 49458		11/01/2022	11/01/2022	11/10/2022		11/10/2022	25.99
Account 52420 - Other Supplies Totals										Invoice Transactions 4
										\$63.92
Account 53990 - Other Services and Charges										
9031 - Indiana Park And Recreation Association	35235	18- IPRA Conference Registration-S. Mullin	Paid by Check # 76424		11/01/2022	11/01/2022	11/10/2022		11/10/2022	375.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 186502 - Community Events-Gardens Totals										\$375.00
										Invoice Transactions 5
										\$438.92
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
8417 - Dallas Conder (Dallas Conder Family Farms)	2998	18-Market Bucks and Gift Certificates	Paid by EFT # 49474		11/01/2022	11/01/2022	11/10/2022		11/10/2022	150.00
18520 - Kevin L Graber	3009	18-Market Bucks and Gift Certificates	Paid by EFT # 49496		11/01/2022	11/01/2022	11/10/2022		11/10/2022	75.00
5200 - Chester L Lehman (Olde Lane Orchard)	3013	18-Market Bucks and Gift Certificates	Paid by EFT # 49539		11/01/2022	11/01/2022	11/10/2022		11/10/2022	5.00
12413 - Dale L Marchino	3008	18-Market Bucks and Gift Certificates	Paid by Check # 76428		11/01/2022	11/01/2022	11/10/2022		11/10/2022	30.00
4347 - Daniel E McCullough	3001	18-Market Bucks and Gift Certificates	Paid by Check # 76429		11/01/2022	11/01/2022	11/10/2022		11/10/2022	25.00
8361 - John Joseph Norton (BloomingShrooms, LLC)	3014	18-Market Bucks and Gift Certificates	Paid by EFT # 49558		11/01/2022	11/01/2022	11/10/2022		11/10/2022	60.00
17532 - Ralph Shatto (Poseys & Pumpkins)	3011	18-Market Bucks and Gift Certificates	Paid by EFT # 49594		11/01/2022	11/01/2022	11/10/2022		11/10/2022	20.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3015	18-Market Bucks and Gift Certificates	Paid by EFT # 49595		11/01/2022	11/01/2022	11/10/2022		11/10/2022	20.00
6618 - James Sigman	2999	18-Market Bucks and Gift Certificates	Paid by EFT # 49597		11/01/2022	11/01/2022	11/10/2022		11/10/2022	20.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3020	18-Market Bucks and Gift Certificates	Paid by EFT # 49601		11/01/2022	11/01/2022	11/10/2022		11/10/2022	30.00
6623 - Twilight Dairy, LLC	3022	18-Market Bucks and Gift Certificates	Paid by EFT # 49630		11/01/2022	11/01/2022	11/10/2022		11/10/2022	20.00
3666 - Marie Wagler	3025	18-Market Bucks and Gift Certificates	Paid by EFT # 49637		11/01/2022	11/01/2022	11/10/2022		11/10/2022	55.00
12425 - David W Widner	3021	18-Market Bucks and Gift Certificates	Paid by Check # 76438		11/01/2022	11/01/2022	11/10/2022		11/10/2022	5.00
Account 47230 - Gift Certificate Totals										Invoice Transactions 13
										\$515.00



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Invoice Date Range 10/29/22 - 11/10/22

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										
8417 - Dallas Conder (Dallas Conder Family Farms)	2998	18-Market Bucks and Gift Certificates	Paid by EFT # 49474		11/01/2022	11/01/2022	11/10/2022		11/10/2022	444.00
6431 - Alvin M Fisher	3024	18-Market Bucks	Paid by EFT # 49492		11/01/2022	11/01/2022	11/10/2022		11/10/2022	39.00
18520 - Kevin L Graber	3009	18-Market Bucks and Gift Certificates	Paid by EFT # 49496		11/01/2022	11/01/2022	11/10/2022		11/10/2022	363.00
12527 - Hoosier Honey	3010	18-Market Bucks	Paid by EFT # 49506		11/01/2022	11/01/2022	11/10/2022		11/10/2022	213.00
12527 - Hoosier Honey	3019	18-Market Bucks	Paid by EFT # 49506		11/01/2022	11/01/2022	11/10/2022		11/10/2022	60.00
52276 - Hunter's Honey Farm	3012	18-Market Bucks	Paid by EFT # 49510		11/01/2022	11/01/2022	11/10/2022		11/10/2022	198.00
5200 - Chester L Lehman (Olde Lane Orchard)	3013	18-Market Bucks and Gift Certificates	Paid by EFT # 49539		11/01/2022	11/01/2022	11/10/2022		11/10/2022	213.00
12413 - Dale L Marchino	3008	18-Market Bucks and Gift Certificates	Paid by Check # 76428		11/01/2022	11/01/2022	11/10/2022		11/10/2022	147.00
12413 - Dale L Marchino	3023	18-Market Bucks	Paid by Check # 76428		11/01/2022	11/01/2022	11/10/2022		11/10/2022	48.00
4347 - Daniel E McCullough	3001	18-Market Bucks and Gift Certificates	Paid by Check # 76429		11/01/2022	11/01/2022	11/10/2022		11/10/2022	57.00
8361 - John Joseph Norton (BloomingShrooms, LLC)	3014	18-Market Bucks and Gift Certificates	Paid by EFT # 49558		11/01/2022	11/01/2022	11/10/2022		11/10/2022	126.00
12409 - Jeffrey A Padgett	3017	18-Market Bucks	Paid by EFT # 49563		11/01/2022	11/01/2022	11/10/2022		11/10/2022	141.00
12430 - Luke Rhodes	3003	18-Market Bucks	Paid by EFT # 49581		11/01/2022	11/01/2022	11/10/2022		11/10/2022	228.00
17532 - Ralph Shatto (Poseys & Pumpkins)	3011	18-Market Bucks and Gift Certificates	Paid by EFT # 49594		11/01/2022	11/01/2022	11/10/2022		11/10/2022	33.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3015	18-Market Bucks and Gift Certificates	Paid by EFT # 49595		11/01/2022	11/01/2022	11/10/2022		11/10/2022	201.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3018	18-Market Bucks	Paid by EFT # 49595		11/01/2022	11/01/2022	11/10/2022		11/10/2022	30.00
6618 - James Sigman	2999	18-Market Bucks and Gift Certificates	Paid by EFT # 49597		11/01/2022	11/01/2022	11/10/2022		11/10/2022	237.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3020	18-Market Bucks and Gift Certificates	Paid by EFT # 49601		11/01/2022	11/01/2022	11/10/2022		11/10/2022	621.00
5673 - Stephen Stoll	3006	18-Market Bucks	Paid by EFT # 49609		11/01/2022	11/01/2022	11/10/2022		11/10/2022	174.00
6623 - Twilight Dairy, LLC	3022	18-Market Bucks and Gift Certificates	Paid by EFT # 49630		11/01/2022	11/01/2022	11/10/2022		11/10/2022	96.00
4426 - Christa L Vosters (Kettle Of Corn, LLC)	3000	18-Market Bucks	Paid by EFT # 49636		11/01/2022	11/01/2022	11/10/2022		11/10/2022	36.00



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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										
3666 - Marie Wagler	3025	18-Market Bucks and Gift Certificates	Paid by EFT # 49637		11/01/2022	11/01/2022	11/10/2022		11/10/2022	255.00
12425 - David W Widner	3007	18-Market Bucks	Paid by Check # 76438		11/01/2022	11/01/2022	11/10/2022		11/10/2022	54.00
12425 - David W Widner	3004	18-Market Bucks	Paid by Check # 76438		11/01/2022	11/01/2022	11/10/2022		11/10/2022	72.00
12425 - David W Widner	3021	18-Market Bucks and Gift Certificates	Paid by Check # 76438		11/01/2022	11/01/2022	11/10/2022		11/10/2022	24.00
Account 47240 - EBT Market Bucks Totals								Invoice Transactions	25	\$4,110.00
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2559	18- Security for October 2022 Farmers Market	Paid by EFT # 49542		11/01/2022	11/01/2022	11/10/2022		11/10/2022	460.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$460.00
Program 186503 - Community Events-Farmers' Market Totals								Invoice Transactions	39	\$5,085.00
Program 189000 - Operations										
Account 52420 - Other Supplies										
1960 - Landscape Forms, INC	0000161940	18- Rogers Family Park 9 Bancal benches and freight	Paid by EFT # 49536		11/01/2022	11/01/2022	11/10/2022		11/10/2022	26,704.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$26,704.00
Account 53990 - Other Services and Charges										
6350 - ARSEE Engineering, INC	22106	18-Bandstand Column Wrap Replacement- 4/30-10/7/22	Paid by EFT # 49442		11/01/2022	11/01/2022	11/10/2022		11/10/2022	2,500.00
4630 - Jonathan Racek	001	18-Payment of art installation at Rogers Family Park	Paid by EFT # 49579		11/01/2022	11/01/2022	11/10/2022		11/10/2022	5,000.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$7,500.00
Program 189000 - Operations Totals								Invoice Transactions	3	\$34,204.00
Program 189001 - Cell Tower										
Account 52420 - Other Supplies										
5763 - Miracle Recreation Equipment Company	846987-1	18-Playground equipment for The WH&B Park Playground	Paid by EFT # 49548		11/01/2022	11/01/2022	11/10/2022		11/10/2022	107,810.70
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$107,810.70
Program 189001 - Cell Tower Totals								Invoice Transactions	1	\$107,810.70



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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 G20002 - Banneker ROI										
Account 53990 - Other Services and Charges										
298 - Commercial Service Of Bloomington, INC	J34708	18- Banneker Kitchen - Hood/exhaust/duct/sinks	Paid by EFT # 49473		11/01/2022	11/01/2022	11/10/2022		11/10/2022	8,080.54
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	1	<u>\$8,080.54</u>
							Program G20002 - Banneker ROI Totals	Invoice Transactions	1	<u>\$8,080.54</u>
Program G20010 - 2020 NRPA Nutrition Hub										
Account 53990 - Other Services and Charges										
298 - Commercial Service Of Bloomington, INC	J34708	18- Banneker Kitchen - Hood/exhaust/duct/sinks	Paid by EFT # 49473		11/01/2022	11/01/2022	11/10/2022		11/10/2022	7,664.46
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	1	<u>\$7,664.46</u>
							Program G20010 - 2020 NRPA Nutrition Hub Totals	Invoice Transactions	1	<u>\$7,664.46</u>
Program G21015 - 2021-2024 Leonard Sp Nature Days										
Account 52420 - Other Supplies										
4568 - Forestry Suppliers, INC	305687-00	18- DBH Tape Measures and pH Test Strips for LSND	Paid by EFT # 49493		11/01/2022	11/01/2022	11/10/2022		11/10/2022	160.11
5099 - Office Three Sixty, INC	2401029B2	18- Green paper for Leonard Springs	Paid by EFT # 49560		11/01/2022	11/01/2022	11/10/2022		11/10/2022	15.78
5099 - Office Three Sixty, INC	2401029B3	18- Green paper for Leonard Springs	Paid by EFT # 49560		11/01/2022	11/01/2022	11/10/2022		11/10/2022	36.50
							Account 52420 - Other Supplies Totals	Invoice Transactions	3	<u>\$212.39</u>
							Program G21015 - 2021-2024 Leonard Sp Nature Days Totals	Invoice Transactions	3	<u>\$212.39</u>
Program G22015 - 2022-2023 MCCSC 21st Century										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	945988774479	18- Amazon Walkie Talkies	Paid by EFT # 49615		11/01/2022	11/01/2022	11/10/2022		11/10/2022	75.98
							Account 52420 - Other Supplies Totals	Invoice Transactions	1	<u>\$75.98</u>
							Program G22015 - 2022-2023 MCCSC 21st Century Totals	Invoice Transactions	1	<u>\$75.98</u>
Program G22016 - 2022-23 Griffy Lake Nature Days										
Account 52420 - Other Supplies										
5099 - Office Three Sixty, INC	2401029	18- Envelopes and note pads & blue paper for Griffy	Paid by EFT # 49560		11/01/2022	11/01/2022	11/10/2022		11/10/2022	35.34
5099 - Office Three Sixty, INC	2401029B1	18- Blue paper for Griffy	Paid by EFT # 49560		11/01/2022	11/01/2022	11/10/2022		11/10/2022	54.06
							Account 52420 - Other Supplies Totals	Invoice Transactions	2	<u>\$89.40</u>
							Program G22016 - 2022-23 Griffy Lake Nature Days Totals	Invoice Transactions	2	<u>\$89.40</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions	118	<u>\$233,891.10</u>
							Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions	118	<u>\$233,891.10</u>



Board of Park Commissioners Claim Register

Invoice Date Range 10/29/22 - 11/10/22

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 18016C - 2016 C BP GN OP PP SO 3rd WinSP										
Account 54510 - Other Capital Outlays										
5763 - Miracle Recreation Equipment Company	846987-1	18-Playground equipment for The WH&B Park Playground	Paid by EFT # 49548		11/01/2022	11/01/2022	11/10/2022		11/10/2022	5,282.90
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$5,282.90
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals							Invoice Transactions	1		\$5,282.90
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$5,282.90
Fund 977 - Parks 2016 GO Bond Proceeds Totals							Invoice Transactions	1		\$5,282.90
Grand Totals							Invoice Transactions	236		\$291,352.11

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/10/22	Claims				\$291,352.11
					<u>\$291,352.11</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 \$291,352.11 11/10/2022

Dated this 7th day of Nov 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
11/18/2022	Payroll				158,998.28
					<u>158,998.28</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 \$ 158,998.28

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 11/11/22 - 11/23/22

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										
6811 - Beam, Longest & Neff, LLC	71925	18-Inspection of pedestrian bridges-9/26-10/30/22	Paid by EFT # 49691		11/15/2022	11/15/2022	11/23/2022		11/23/2022	7,200.00
421 - Centerstone Of Indiana, INC	PRSwitch1022	18-SYP Marshall MSI Overnight Security (7/18/22-10/28/22)	Paid by EFT # 49707		11/15/2022	11/15/2022	11/23/2022		11/23/2022	33,342.40
421 - Centerstone Of Indiana, INC	PROps1022	18-(15) wks pay-Ops Playground/Custodial Work Crew-7/18-10/28/22	Paid by EFT # 49707		11/15/2022	11/15/2022	11/23/2022		11/23/2022	15,000.00
5187 - Green Dragon Lawn Care, INC	3728	18-Contractual mowing of (36) properties-October 2022	Paid by EFT # 49751		11/15/2022	11/15/2022	11/23/2022		11/23/2022	5,755.00
5187 - Green Dragon Lawn Care, INC	3729	18-Contractual mowing of (36) properties-October 2022	Paid by EFT # 49751		11/15/2022	11/15/2022	11/23/2022		11/23/2022	7,105.00
6330 - Marshall Security LLC	2558	18-SYP Marshall MSI Security 10/16/22-10/31/22	Paid by EFT # 49792		11/15/2022	11/15/2022	11/23/2022		11/23/2022	7,728.00
6330 - Marshall Security LLC	2560	18-Security Serv-BLine-10/1-10/31/22-inc. credit prev overchg	Paid by EFT # 49792		11/15/2022	11/15/2022	11/23/2022		11/23/2022	437.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 7		<u>\$76,567.40</u>	
Account 54510 - Other Capital Outlays										
8192 - Midwest Maintenance, INC	MidwestWHBP-App1	18-Stage repairs @ Waldron, Hill & Buskirk Park	Paid by EFT # 49796		11/15/2022	11/15/2022	11/23/2022		11/23/2022	50,543.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 1		<u>\$50,543.00</u>	
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions 8		<u>\$127,110.40</u>	
Department 18 - Parks & Recreation Totals							Invoice Transactions 8		<u>\$127,110.40</u>	
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals							Invoice Transactions 8		<u>\$127,110.40</u>	
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2414546	18- 2023 Calendar/Planners, paper, stamp ink	Paid by EFT # 49806		11/15/2022	11/15/2022	11/23/2022		11/23/2022	293.48
5099 - Office Three Sixty, INC	93138CM	18- Credit for 2023 calendar	Paid by EFT # 49806		11/15/2022	11/15/2022	11/23/2022		11/23/2022	(8.63)



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2414546B1	18- desk pad	Paid by EFT # 49806		11/15/2022	11/15/2022	11/23/2022		11/23/2022	19.80
5099 - Office Three Sixty, INC	2424482	18- Planner, storage box, label tape, correction tape	Paid by EFT # 49806		11/15/2022	11/15/2022	11/23/2022		11/23/2022	111.55
Account 52110 - Office Supplies Totals Invoice Transactions 4										<u>\$416.20</u>
Account 52420 - Other Supplies										
5819 - Synchrony Bank	1196	18- Sam's Club Cleaning Supplies	Paid by Check # 76470		11/15/2022	11/15/2022	11/23/2022		11/23/2022	18.98
Account 52420 - Other Supplies Totals Invoice Transactions 1										<u>\$18.98</u>
Program 181000 - Administration Totals Invoice Transactions 5										<u>\$435.18</u>
Program 181100 - Marketing										
Account 52420 - Other Supplies										
2895 - Rapid Reproductions, INC	109417	18-42" paper roll for plotter printer 8mil satin 1 roll	Paid by EFT # 49815		11/15/2022	11/15/2022	11/23/2022		11/23/2022	190.46
5819 - Synchrony Bank	443737533648	18-Amazon Camera and Accessories	Paid by EFT # 49844		11/15/2022	11/15/2022	11/23/2022		11/23/2022	369.82
5819 - Synchrony Bank	678985974373	18-Amazon Camera Accessories	Paid by EFT # 49844		11/15/2022	11/15/2022	11/23/2022		11/23/2022	27.98
Account 52420 - Other Supplies Totals Invoice Transactions 3										<u>\$588.26</u>
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	29354	18-Griffy Lake deer hunt & prescribed burn EDDM mailing	Paid by EFT # 49678		11/15/2022	11/15/2022	11/23/2022		11/23/2022	752.92
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39808	18-November 2022 Kids Kraze #920	Paid by EFT # 49678		11/15/2022	11/15/2022	11/23/2022		11/23/2022	322.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39813	18-stage wing banners for Festival of Ghost Stories	Paid by EFT # 49678		11/15/2022	11/15/2022	11/23/2022		11/23/2022	200.00
818 - Everywhere Signs, LLC	61236	18-dasherboard Bloomington Figure Skating Club - Aim to Please	Paid by EFT # 49734		11/15/2022	11/15/2022	11/23/2022		11/23/2022	270.00
53125 - Mr. Copy, INC	36279	18-Holiday Market door prize entry forms #200	Paid by EFT # 49801		11/15/2022	11/15/2022	11/23/2022		11/23/2022	17.89
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-55654	18-Frank Southern accessible platform, Cascades directional sig	Paid by EFT # 49819		11/15/2022	11/15/2022	11/23/2022		11/23/2022	156.02
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-55692	18-Parks & Rec circular logo for podium	Paid by EFT # 49819		11/15/2022	11/15/2022	11/23/2022		11/23/2022	54.73



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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										
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-55780	18-Goat Farm Park improvements in progress yard signs	Paid by EFT # 49819		11/15/2022	11/15/2022	11/23/2022		11/23/2022	152.93
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-55784	18-Ice arena concessions/pro shop menu & price sign	Paid by EFT # 49819		11/15/2022	11/15/2022	11/23/2022		11/23/2022	56.51
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-55999	18-Park Ridge East Pickleball data collection yard signs #4 DS	Paid by EFT # 49819		11/15/2022	11/15/2022	11/23/2022		11/23/2022	156.80
					Account 53310 - Printing Totals			Invoice Transactions 10		\$2,139.80
Account 53320 - Advertising										
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12210109161	18-30-sec radio spots ice arena public skating Oct 22 #53	Paid by EFT # 49822		11/15/2022	11/15/2022	11/23/2022		11/23/2022	492.00
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12210109259	18-30-sec radio spots ice arena public skating Oct 22 WGCL #48	Paid by EFT # 49822		11/15/2022	11/15/2022	11/23/2022		11/23/2022	408.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221036133	18-30-sec spots for Bloomington Trivia on WHCC-10/31/22	Paid by EFT # 49830		11/15/2022	11/15/2022	11/23/2022		11/23/2022	46.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221036203	18-30-sec spots for Bloomington Trivia on WBWB-10/31/22	Paid by EFT # 49830		11/15/2022	11/15/2022	11/23/2022		11/23/2022	46.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN1221036204	18-30-sec spots for Skate & Scare on WBWB-Oct 2022	Paid by EFT # 49830		11/15/2022	11/15/2022	11/23/2022		11/23/2022	230.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221036136	18-30-sec spots for Skate & Scare on WHCC-Oct 2022	Paid by EFT # 49830		11/15/2022	11/15/2022	11/23/2022		11/23/2022	230.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221136250	18-30-sec spots for Bloomington Trivia on WHCC Nov 22	Paid by EFT # 49830		11/15/2022	11/15/2022	11/23/2022		11/23/2022	184.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221136252	18-30-sec spots for Bloomington Trivia on WBWB Nov 22	Paid by EFT # 49830		11/15/2022	11/15/2022	11/23/2022		11/23/2022	184.00
					Account 53320 - Advertising Totals			Invoice Transactions 8		\$1,820.00
Account 53910 - Dues and Subscriptions										
933 - United States Postal Service	10-20-2022	18-Annual bulk mail permit #302 renewal	Paid by Check # 76472		11/15/2022	11/15/2022	11/23/2022		11/23/2022	275.00
					Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		\$275.00
					Program 181100 - Marketing Totals			Invoice Transactions 22		\$4,823.06



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	312.42
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$312.42
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50755166- 111022	18-Natural Gas Bryan 10/6-114/22	Paid by Check # 76457		11/16/2022	11/16/2022	11/16/2022		11/16/2022	48.77
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$48.77
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 2	\$361.19
Program 182002 - Aquatics - Mills Pool										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	90.40
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$90.40
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 1	\$90.40
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	3.90
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$3.90
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	71.70
Account 43260 - Equipment Rentals Totals									Invoice Transactions 1	\$71.70
Account 52420 - Other Supplies										
5819 - Synchrony Bank	896976968685	18-FSC SS Markers	Paid by EFT # 49844		11/15/2022	11/15/2022	11/23/2022		11/23/2022	28.77
5819 - Synchrony Bank	858485939349	18-FSC Poster frame for holiday skate hours 2 pack	Paid by EFT # 49844		11/15/2022	11/15/2022	11/23/2022		11/23/2022	45.22
5819 - Synchrony Bank	867987448339	18 - FSC Industrial Vacuum	Paid by EFT # 49844		11/15/2022	11/15/2022	11/23/2022		11/23/2022	166.29
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$240.28
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	1,472.79
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$1,472.79
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	142182ES	06-City Fac.-Natural Gas Commodity-Oct 2022 management fee	Paid by EFT # 49662		11/16/2022	11/16/2022	11/16/2022		11/16/2022	141.22



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50573228-111022	18-Natural Gas FSC-10/6-11/4/22	Paid by Check # 76457		11/16/2022	11/16/2022	11/16/2022		11/16/2022	841.12
Account 53540 - Natural Gas Totals										Invoice Transactions 2
										<u>\$982.34</u>
Account 53630 - Machinery and Equipment Repairs										
4902 - DEEM, LLC	1031340	18 - FSC Season Start Up Mechanicals-Sept 2022	Paid by EFT # 49721		11/15/2022	11/15/2022	11/23/2022		11/23/2022	3,335.00
Account 53630 - Machinery and Equipment Repairs Totals										Invoice Transactions 1
										<u>\$3,335.00</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3132320	18 - FSC Rug Cleaning Service - 10-26-22	Paid by EFT # 49811		11/15/2022	11/15/2022	11/23/2022		11/23/2022	75.41
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 1
										<u>\$75.41</u>
Program 182500 - Frank Southern Center Totals										Invoice Transactions 10
										<u>\$6,181.42</u>
Program 183500 - Golf Services										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	.00
Account 43220 - Facility Rentals Totals										Invoice Transactions 1
										<u>\$0.00</u>
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	2,249.60
Account 43260 - Equipment Rentals Totals										Invoice Transactions 1
										<u>\$2,249.60</u>
Account 43380 - Other Services										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	836.07
Account 43380 - Other Services Totals										Invoice Transactions 1
										<u>\$836.07</u>
Account 47110 - Miscellaneous										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	10.41
Account 47110 - Miscellaneous Totals										Invoice Transactions 1
										<u>\$10.41</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	8,224.50
208 - City Of Bloomington Utilities	14187-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	2,262.37
Account 53530 - Water and Sewer Totals										Invoice Transactions 2
										<u>\$10,486.87</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	142182ES	06-City Fac.-Natural Gas Commodity-Oct 2022 management fee	Paid by EFT # 49662		11/16/2022	11/16/2022	11/16/2022		11/16/2022	3.84
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$3.84
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190943794110 222	18-cable service for Cascades Golf Course- 11/6-12/5/22	Paid by Check # 76455		11/16/2022	11/16/2022	11/16/2022		11/16/2022	192.70
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$192.70
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRGolf1022	18 - Cascades Work Crew 7/18-10/28/22	Paid by EFT # 49707		11/15/2022	11/15/2022	11/23/2022		11/23/2022	1,457.04
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$1,457.04
Program 183500 - Golf Services Totals									Invoice Transactions 9	\$15,236.53
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	523651	18- Treated Lumber for GLNP Stairs & Concrete Mix for Fire Pit	Paid by EFT # 49693		11/15/2022	11/15/2022	11/23/2022		11/23/2022	152.67
394 - Kleindorfer Hardware & Variety	746516	18-GLNP Trail Sign Hardware	Paid by EFT # 49782		11/15/2022	11/15/2022	11/23/2022		11/23/2022	35.32
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	\$187.99
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	749751	18-chainsaw chain, chain oil	Paid by EFT # 49782		11/15/2022	11/15/2022	11/23/2022		11/23/2022	22.69
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$22.69
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	16730	18-Griffy and Wapehani Restroom Service-Sept 2022	Paid by EFT # 49853		11/15/2022	11/15/2022	11/23/2022		11/23/2022	240.00
4175 - The Stables Events, LLC (Izzy's Rentals)	16847	18-Griffy and Wapehani Restroom Service-Aug 2022	Paid by EFT # 49853		11/15/2022	11/15/2022	11/23/2022		11/23/2022	280.00
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 2	\$520.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53990 - Other Services and Charges										
1537 - Indiana Door & Hardware Specialties, INC	8615AA	18-Griffy door deadbolt repair and core replacement	Paid by Check # 76461		11/15/2022	11/15/2022	11/23/2022		11/23/2022	179.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		<u>\$179.00</u>
Program 184000 - Natural Resources Totals								Invoice Transactions 6		<u>\$909.68</u>
Program 184500 - Youth Services -Juke Box										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	113.32
Account 53530 - Water and Sewer Totals								Invoice Transactions 1		<u>\$113.32</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	53530485-111022	18-Natural Gas AJB 10/6-11/4/22	Paid by Check # 76457		11/16/2022	11/16/2022	11/16/2022		11/16/2022	47.29
Account 53540 - Natural Gas Totals								Invoice Transactions 1		<u>\$47.29</u>
Program 184500 - Youth Services -Juke Box Totals								Invoice Transactions 2		<u>\$160.61</u>
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
7775 - Matthew P Lundquist (Otto and the Moaners)	3	18- 90 minute performance-Otto & The Moaners-Peoples Pk-8/25/22	Paid by EFT # 49791		11/15/2022	11/15/2022	11/23/2022		11/23/2022	125.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		<u>\$125.00</u>
Program 186500 - Community Events Totals								Invoice Transactions 1		<u>\$125.00</u>
Program 187001 - Adult Sports-Softball										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	25.15
208 - City Of Bloomington Utilities	14187-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	925.45
Account 53530 - Water and Sewer Totals								Invoice Transactions 2		<u>\$950.60</u>
Account 54310 - Improvements Other Than Building										
5816 - Tennis Technology, INC	5059	18- Park Ridge East court improvement	Paid by EFT # 49850		11/15/2022	11/15/2022	11/23/2022		11/23/2022	28,485.00
Account 54310 - Improvements Other Than Building Totals								Invoice Transactions 1		<u>\$28,485.00</u>
Program 187001 - Adult Sports-Softball Totals								Invoice Transactions 3		<u>\$29,435.60</u>



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	42.95
Account 43220 - Facility Rentals Totals										Invoice Transactions 1
										\$42.95
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	3,020.91
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										\$3,020.91
Program 187202 - Youth Sports-Winslow Totals										Invoice Transactions 2
										\$3,063.86
Program 187208 - Youth Sports-Olcott										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	28.67
Account 43220 - Facility Rentals Totals										Invoice Transactions 1
										\$28.67
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	552.70
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										\$552.70
Program 187208 - Youth Sports-Olcott Totals										Invoice Transactions 2
										\$581.37
Program 187500 - Banneker										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	31.24
Account 43220 - Facility Rentals Totals										Invoice Transactions 1
										\$31.24
Account 52420 - Other Supplies										
5819 - Synchrony Bank	006122 GSEAQH	18- Sam's Club Credit Banneker	Paid by Check # 76470		11/15/2022	11/15/2022	11/23/2022		11/23/2022	(45.96)
5819 - Synchrony Bank	1196	18- Sam's Club Cleaning Supplies	Paid by Check # 76470		11/15/2022	11/15/2022	11/23/2022		11/23/2022	28.76
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										(\$17.20)
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	141.32
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										\$141.32
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	142182ES	06-City Fac.-Natural Gas Commodity-Oct 2022 management fee	Paid by EFT # 49662		11/16/2022	11/16/2022	11/16/2022		11/16/2022	17.59
Account 53540 - Natural Gas Totals										Invoice Transactions 1
										\$17.59
Program 187500 - Banneker Totals										Invoice Transactions 5
										\$172.95



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52220 - Agricultural Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	99423	18-grass seed, straw bale	Paid by Check # 76462		11/15/2022	11/15/2022	11/23/2022		11/23/2022	197.93
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$197.93
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	746067	18-cobalt bit	Paid by EFT # 49782		11/15/2022	11/15/2022	11/23/2022		11/23/2022	6.80
394 - Kleindorfer Hardware & Variety	746662	18-Hardware, electric, plumbing & misc. supplies	Paid by EFT # 49782		11/15/2022	11/15/2022	11/23/2022		11/23/2022	51.74
394 - Kleindorfer Hardware & Variety	746663	18-pvc cement	Paid by EFT # 49782		11/15/2022	11/15/2022	11/23/2022		11/23/2022	4.79
394 - Kleindorfer Hardware & Variety	749549	18-concrete - 40#s	Paid by EFT # 49782		11/15/2022	11/15/2022	11/23/2022		11/23/2022	13.00
365 - Rogers Group, INC	0713011792	18-Stone, 1/4-minus, sand for various locations throughout year	Paid by EFT # 49820		11/15/2022	11/15/2022	11/23/2022		11/23/2022	69.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 5	\$145.33
Account 52340 - Other Repairs and Maintenance										
5415 - Allied Wholesale Electrical Supply, LLC	5758657	18-Electric & plumbing parts & supplies	Paid by EFT # 49680		11/15/2022	11/15/2022	11/23/2022		11/23/2022	7.08
5415 - Allied Wholesale Electrical Supply, LLC	5757883	18-Electric & plumbing parts & supplies	Paid by EFT # 49680		11/15/2022	11/15/2022	11/23/2022		11/23/2022	910.00
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 2	\$917.08
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	59329	18-32"x55" custom designed rule sign for WH&B Prk Plg	Paid by EFT # 49734		11/15/2022	11/15/2022	11/23/2022		11/23/2022	2,740.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$2,740.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	58.97
208 - City Of Bloomington Utilities	4159-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	1,277.16
208 - City Of Bloomington Utilities	14187-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	3,935.29
Account 53530 - Water and Sewer Totals									Invoice Transactions 3	\$5,271.42
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	142182ES	06-City Fac.-Natural Gas Commodity-Oct 2022 management fee	Paid by EFT # 49662		11/16/2022	11/16/2022	11/16/2022		11/16/2022	49.02



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	55189474111022	18-Natural Gas SYP Maint Oct 2022	Paid by Check # 76457		11/16/2022	11/16/2022	11/16/2022		11/16/2022	105.85
Account 53540 - Natural Gas Totals Invoice Transactions 2										<u>\$154.87</u>
Account 53730 - Machinery and Equipment Rental										
6928 - Lavin Rental, LLC (Master Rental)	28568	18-Rental of compactor plate for WH&B Park Plygrd	Paid by EFT # 49787		11/15/2022	11/15/2022	11/23/2022		11/23/2022	83.41
Account 53730 - Machinery and Equipment Rental Totals Invoice Transactions 1										<u>\$83.41</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	4080026703	18-Uniform & mat cleaning services-9/28/22	Paid by EFT # 49683		11/15/2022	11/15/2022	11/23/2022		11/23/2022	35.00
19171 - Aramark Uniform & Career Apparel Group, INC	4080033320	18-Uniform & mat cleaning services-11/2/22	Paid by EFT # 49683		11/15/2022	11/15/2022	11/23/2022		11/23/2022	35.00
19171 - Aramark Uniform & Career Apparel Group, INC	4080034270	18-Uniform & mat cleaning services-11/9/22	Paid by EFT # 49683		11/15/2022	11/15/2022	11/23/2022		11/23/2022	35.00
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 3										<u>\$105.00</u>
Program 189000 - Operations Totals Invoice Transactions 18										<u>\$9,615.04</u>
Program 189006 - Switchyard Property										
Account 52310 - Building Materials and Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	WP092712-1	18-SYP two mounted soap dispensers	Paid by EFT # 49736		11/15/2022	11/15/2022	11/23/2022		11/23/2022	91.95
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 1										<u>\$91.95</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	37123-0031022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	2,500.03
Account 53530 - Water and Sewer Totals Invoice Transactions 1										<u>\$2,500.03</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	56043968111022	18-Natural Gas SYP Pav Oct 2022	Paid by Check # 76457		11/16/2022	11/16/2022	11/16/2022		11/16/2022	171.03
Account 53540 - Natural Gas Totals Invoice Transactions 1										<u>\$171.03</u>
Account 53610 - Building Repairs										
8449 - Gatekeeper Services, LLC	19998	18 - SYP Repair to SYMB North Gate	Paid by EFT # 49744		11/15/2022	11/15/2022	11/23/2022		11/23/2022	571.00
5187 - Green Dragon Lawn Care, INC	3730	18-SYP Mowing Contract (10/5 & 10/27)	Paid by EFT # 49751		11/15/2022	11/15/2022	11/23/2022		11/23/2022	1,365.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	W84311	18-SYP Repair for Float for underground irrigation tank	Paid by EFT # 49754		11/15/2022	11/15/2022	11/23/2022		11/23/2022	873.00
Account 53610 - Building Repairs Totals									Invoice Transactions 3	\$2,809.00
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3133886	18-SYP Vestibule Rug Service 11/2/22	Paid by EFT # 49811		11/15/2022	11/15/2022	11/23/2022		11/23/2022	114.33
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$114.33
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003023888	18-SYP 8 Yard Dumpster - Month	Paid by EFT # 49663		11/16/2022	11/16/2022	11/16/2022		11/16/2022	175.00
Account 53950 - Landfill Totals									Invoice Transactions 1	\$175.00
Account 53990 - Other Services and Charges										
912 - Central Security Systems, INC	511316	18-SYP Pavilion Commercial Fire Alarm Monitoring-12/1/22-2/28/23	Paid by EFT # 49708		11/15/2022	11/15/2022	11/23/2022		11/23/2022	147.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$147.00
Program 189500 - Landscaping									Invoice Transactions 9	\$6,008.34
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	738319	18 - LAND misc. supplies	Paid by EFT # 49782		11/15/2022	11/15/2022	11/23/2022		11/23/2022	93.43
394 - Kleindorfer Hardware & Variety	738372/740673	18 - LAND misc. supplies	Paid by EFT # 49782		11/15/2022	11/15/2022	11/23/2022		11/23/2022	324.88
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$418.31
Account 53130 - Medical										
231 - IU Health OCC Health Services	00137268-00	18-Hearing tests, Hep B vaccines & DOT drug screenings	Paid by EFT # 49775		11/15/2022	11/15/2022	11/23/2022		11/23/2022	130.00
Account 53130 - Medical Totals									Invoice Transactions 1	\$130.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	195.50
208 - City Of Bloomington Utilities	4159-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	202.04
208 - City Of Bloomington Utilities	14187-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	97.24



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	201467-0011022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	51.38
Account 53530 - Water and Sewer Totals									Invoice Transactions 4	\$546.16
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PROps1022	18-(15) wks pay-Ops Playground/Custodial Work Crew-7/18-10/28/22	Paid by EFT # 49707		11/15/2022	11/15/2022	11/23/2022		11/23/2022	1,797.99
421 - Centerstone Of Indiana, INC	PRLands1022	18-LAND Contract Labor (SYP Landscaping-7/18-10/28/22	Paid by EFT # 49707		11/15/2022	11/15/2022	11/23/2022		11/23/2022	4,245.03
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$6,043.02
Program 189500 - Landscaping Totals									Invoice Transactions 9	\$7,137.49
Program 189501 - Cemeteries										
Account 52220 - Agricultural Supplies										
394 - Kleindorfer Hardware & Variety	746477	18- CEM straw, grass seed	Paid by EFT # 49782		11/15/2022	11/15/2022	11/23/2022		11/23/2022	417.49
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$417.49
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-0011022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	324.13
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$324.13
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	142182ES	06-City Fac.-Natural Gas Commodity-Oct 2022 management fee	Paid by EFT # 49662		11/16/2022	11/16/2022	11/16/2022		11/16/2022	1.03
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$1.03
Program 189501 - Cemeteries Totals									Invoice Transactions 3	\$742.65
Program 189503 - Urban Forestry										
Account 52220 - Agricultural Supplies										
51891 - Forest Commodities, INC	22102001	18-Mulch, 70 yards	Paid by EFT # 49740		11/15/2022	11/15/2022	11/23/2022		11/23/2022	1,890.00
4965 - Shade Trees Unlimited, INC	9719	18- 15 trees for fall planting	Paid by EFT # 49824		11/15/2022	11/15/2022	11/23/2022		11/23/2022	2,838.00
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 2	\$4,728.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53210 - Telephone										
5819 - Synchrony Bank	554765649798	18- Amazon OtterBox Defender & 25W Wall Charger USB	Paid by EFT # 49844		11/15/2022	11/15/2022	11/23/2022		11/23/2022	72.94
5819 - Synchrony Bank	866983546868	18- Amazon OtterBox Defender & 25W Wall Charger USB	Paid by EFT # 49844		11/15/2022	11/15/2022	11/23/2022		11/23/2022	52.94
Account 53210 - Telephone Totals							Invoice Transactions 2			\$125.88
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	201466-001 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	47.58
Account 53530 - Water and Sewer Totals							Invoice Transactions 1			\$47.58
Program 189503 - Urban Forestry Totals							Invoice Transactions 5			\$4,901.46
Department 18 - Parks & Recreation Totals							Invoice Transactions 114			\$89,981.83
Fund 200 - Parks and Recreation Gen (S1301) Totals							Invoice Transactions 114			\$89,981.83
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53990 - Other Services and Charges										
6720 - IU EMS, INC (IC-EMS)	FA22-6	18- Veterans 5K EMS	Paid by EFT # 49774		11/15/2022	11/15/2022	11/23/2022		11/23/2022	150.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$150.00
Program 181001 - Health & Wellness Totals							Invoice Transactions 1			\$150.00
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	36.44
Account 43220 - Facility Rentals Totals							Invoice Transactions 1			\$36.44
Program 182500 - Frank Southern Center Totals							Invoice Transactions 1			\$36.44
Program 182501 - Frank Southern Center Concession										
Account 43290 - Concessions										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	33.61
Account 43290 - Concessions Totals							Invoice Transactions 1			\$33.61
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	95.51
204 - State Of Indiana	F&B Tax 1022	18-October 2022 F&B Tax	Paid by EFT # 49672		11/17/2022	11/17/2022	11/17/2022		11/17/2022	13.65
Account 43295 - Concessions FB Tax Totals							Invoice Transactions 2			\$109.16



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182501 - Frank Southern Center Concession										
Account 43340 - Pro Shop Sales										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	25.51
Account 43340 - Pro Shop Sales Totals									Invoice Transactions 1	\$25.51
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	173484	18-FSC Concessions Products to sell	Paid by EFT # 49746		11/15/2022	11/15/2022	11/23/2022		11/23/2022	720.35
5819 - Synchrony Bank	3255	18-FSC Concessions Products to sell	Paid by Check # 76470		11/15/2022	11/15/2022	11/23/2022		11/23/2022	485.65
5819 - Synchrony Bank	0076338CM-06G3E	18-Overpayment on invoice #001595 GSEFMD	Paid by Check # 76470		11/15/2022	11/15/2022	11/23/2022		11/23/2022	(1.00)
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 3	\$1,205.00
Program 182501 - Frank Southern Center Concession Totals									Invoice Transactions 7	\$1,373.28
Program 183500 - Golf Services										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	62.63
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$62.63
Account 43290 - Concessions										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	393.76
Account 43290 - Concessions Totals									Invoice Transactions 1	\$393.76
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	124.61
204 - State Of Indiana	F&B Tax 1022	18-October 2022 F&B Tax	Paid by EFT # 49672		11/17/2022	11/17/2022	11/17/2022		11/17/2022	17.80
Account 43295 - Concessions FB Tax Totals									Invoice Transactions 2	\$142.41
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	8745	18 - Snack Bar items	Paid by Check # 76470		11/15/2022	11/15/2022	11/23/2022		11/23/2022	49.04
5819 - Synchrony Bank	1258	18 - Snack Bar items	Paid by Check # 76470		11/15/2022	11/15/2022	11/23/2022		11/23/2022	38.78
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 2	\$87.82
Account 52420 - Other Supplies										
138 - Gooldy & Sons, INC	H 5322	18 - Ice Machine Repair	Paid by EFT # 49748		11/15/2022	11/15/2022	11/23/2022		11/23/2022	420.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52420 - Other Supplies										
6889 - Professional Golfcar Corporation	01-23645	18 - Picker Cart Rental	Paid by EFT # 49812		11/15/2022	11/15/2022	11/23/2022		11/23/2022	434.00
								Account 52420 - Other Supplies Totals		\$854.00
								Program 183500 - Golf Services Totals		\$1,540.62
Program 183501 - Golf Course - Pro Shop										
Account 43340 - Pro Shop Sales										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	863.54
								Account 43340 - Pro Shop Sales Totals		\$863.54
								Program 183501 - Golf Course - Pro Shop Totals		\$863.54
Program 184000 - Natural Resources										
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	131.45
								Account 43260 - Equipment Rentals Totals		\$131.45
								Program 184000 - Natural Resources Totals		\$131.45
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	142182ES	06-City Fac.-Natural Gas Commodity-Oct 2022 management fee	Paid by EFT # 49662		11/16/2022	11/16/2022	11/16/2022		11/16/2022	7.59
								Account 53540 - Natural Gas Totals		\$7.59
Account 53990 - Other Services and Charges										
1032 - Lake Monroe Sailing Association, INC	6854	18-Adult and Family Sailing registrations	Paid by EFT # 49786		11/15/2022	11/15/2022	11/23/2022		11/23/2022	15,144.00
								Account 53990 - Other Services and Charges Totals		\$15,144.00
								Program 184500 - Youth Services -Juke Box Totals		\$15,151.59
Program 184501 - Youth Services-Kid City Camps										
Account 53160 - Instruction										
4486 - American Camping Association, INC	2023 ACA Conf.	18-National Camp Conference registration for Kid City Director	Paid by Check # 76459		11/15/2022	11/15/2022	11/23/2022		11/23/2022	495.00
								Account 53160 - Instruction Totals		\$495.00
								Program 184501 - Youth Services-Kid City Camps Totals		\$495.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	735.42
Account 43220 - Facility Rentals Totals										Invoice Transactions 1
										<u>\$735.42</u>
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	1021	18 - TLRC Facility Institutional Supplies	Paid by Check # 76470		11/15/2022	11/15/2022	11/23/2022		11/23/2022	155.64
Account 52210 - Institutional Supplies Totals										Invoice Transactions 1
										<u>\$155.64</u>
Account 52310 - Building Materials and Supplies										
294 - All-Phase Electric Supply, INC	0740-1012030	18 - TLRC Electric fluorescent lamp	Paid by EFT # 49679		11/15/2022	11/15/2022	11/23/2022		11/23/2022	221.40
394 - Kleindorfer Hardware & Variety	746563	18 - TLRC Maintenance & Hardware Supplies	Paid by EFT # 49782		11/15/2022	11/15/2022	11/23/2022		11/23/2022	8.50
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 2
										<u>\$229.90</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002 1022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	719.26
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										<u>\$719.26</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	142182ES	06-City Fac.-Natural Gas Commodity-Oct 2022 management fee	Paid by EFT # 49662		11/16/2022	11/16/2022	11/16/2022		11/16/2022	29.81
Account 53540 - Natural Gas Totals										Invoice Transactions 1
										<u>\$29.81</u>
Account 53610 - Building Repairs										
298 - Commercial Service Of Bloomington, INC	S238956	18-repair failed electric wall heater	Paid by EFT # 49714		11/15/2022	11/15/2022	11/23/2022		11/23/2022	132.00
392 - Koorsen Fire & Security, INC	IN00252653	18 - TLRC Exhaust Hood & Annual Fire Extinguisher Inspections	Paid by EFT # 49785		11/15/2022	11/15/2022	11/23/2022		11/23/2022	110.01
53657 - Plymate, INC	3135466	18 - TLRC Entry Mat Service-11/9/22	Paid by EFT # 49811		11/15/2022	11/15/2022	11/23/2022		11/23/2022	81.62
Account 53610 - Building Repairs Totals										Invoice Transactions 3
										<u>\$323.63</u>
Account 53940 - Temporary Contractual Employee										
1973 - Megan M Stark	111122	18-TLRC - Personal Training payment	Paid by EFT # 49837		11/15/2022	11/15/2022	11/23/2022		11/23/2022	570.00
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 1
Program 185000 - Twin Lakes Recreation Center Totals										<u>\$570.00</u>
										Invoice Transactions 10
										<u>\$2,763.66</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 43370 - Other Sales										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	.23
Account 43370 - Other Sales Totals										Invoice Transactions 1
										<u>\$0.23</u>
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	111022	18- TLRC Fitness Specialist Pay	Paid by EFT # 49688		11/15/2022	11/15/2022	11/23/2022		11/23/2022	218.75
8271 - Morgan Brummett	111022	18- TLRC Group Exercise Instructor Pay	Paid by EFT # 49702		11/15/2022	11/15/2022	11/23/2022		11/23/2022	150.00
7276 - Kaitlyn Clementi	111022	18-TLRC - Personal Training payment	Paid by EFT # 49713		11/15/2022	11/15/2022	11/23/2022		11/23/2022	210.00
8370 - Alice M Day	110822	18-TLRC Group Ex Instructor Pay	Paid by EFT # 49720		11/15/2022	11/15/2022	11/23/2022		11/23/2022	31.25
8234 - Paetyn Denson	110922	18- TLRC Group Ex Instructor & PT Pay	Paid by EFT # 49722		11/15/2022	11/15/2022	11/23/2022		11/23/2022	75.00
8234 - Paetyn Denson	110822	18- TLRC Group Ex Instructor & PT Pay	Paid by EFT # 49722		11/15/2022	11/15/2022	11/23/2022		11/23/2022	240.00
8399 - Gustavus Alexis McLeod	110822	18-TLRC Group Ex Instructor Pay	Paid by EFT # 49794		11/15/2022	11/15/2022	11/23/2022		11/23/2022	125.00
7086 - Rivkah L Moore	111122	18- TLRC Fitness Specialist Pay	Paid by EFT # 49800		11/15/2022	11/15/2022	11/23/2022		11/23/2022	406.25
8184 - Emily E Tally	111022	18- TLRC Group Ex Instructor Pay	Paid by EFT # 49847		11/15/2022	11/15/2022	11/23/2022		11/23/2022	125.00
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 9
Program 185002 - TLRC-Health & Wellness Totals										Invoice Transactions 10
										<u>\$1,581.25</u>
										<u>\$1,581.48</u>
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
7184 - Larry Branam	110222	18- TLRC 2022 BYB Season II Official-Branam	Paid by EFT # 49700		11/15/2022	11/15/2022	11/23/2022		11/23/2022	225.00
8414 - Scott Matthew Burton	110222	18- TLRC 2022 BYB Season II Official-Burton	Paid by EFT # 49703		11/15/2022	11/15/2022	11/23/2022		11/23/2022	150.00
20105 - Brandon B Chambers	110322	18- TLRC 2022 BYB Season II Official-Chambers	Paid by EFT # 49709		11/15/2022	11/15/2022	11/23/2022		11/23/2022	1,225.00
7147 - Keith E Crittenden	102722	18- TLRC 2022 BYB Season II Official	Paid by EFT # 49717		11/15/2022	11/15/2022	11/23/2022		11/23/2022	50.00
8433 - Ellie Edmondson	110222	18- TLRC 2022 BYB Season II Official-Edmondson	Paid by EFT # 49730		11/15/2022	11/15/2022	11/23/2022		11/23/2022	250.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
5005 - Jon M Hillenburg	110122	18- TLRC 2022 BYB Season II Official-Hillenburg	Paid by EFT # 49758		11/15/2022	11/15/2022	11/23/2022		11/23/2022	75.00
4939 - Charles W Stone	102622	18- TLRC 2022 BYB Season II Official	Paid by EFT # 49841		11/15/2022	11/15/2022	11/23/2022		11/23/2022	150.00
3715 - Alihandro B Teran	102722	18- TLRC 2022 BYB Season II Official	Paid by EFT # 49851		11/15/2022	11/15/2022	11/23/2022		11/23/2022	50.00
8067 - Ian Tinsley	110322	18- TLRC 2022 BYB Season II Official-Tinsley	Paid by EFT # 49855		11/15/2022	11/15/2022	11/23/2022		11/23/2022	170.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 9		<hr/> \$2,345.00	
Program 185003 - TLRC-Basketball Totals							Invoice Transactions 9		<hr/> \$2,345.00	
Program 185006 - TLRC-Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	153.96
Account 43290 - Concessions Totals							Invoice Transactions 1		<hr/> \$153.96	
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	10.25
204 - State Of Indiana	F&B Tax 1022	18-October 2022 F&B Tax	Paid by EFT # 49672		11/17/2022	11/17/2022	11/17/2022		11/17/2022	1.46
Account 43295 - Concessions FB Tax Totals							Invoice Transactions 2		<hr/> \$11.71	
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	173579	18 - TLRC Concession Item Sale	Paid by EFT # 49746		11/15/2022	11/15/2022	11/23/2022		11/23/2022	302.60
8155 - PepsiCo Beverage Sales, LLC	45254261	18 - TLRC Concessions Products to Sell	Paid by EFT # 49809		11/15/2022	11/15/2022	11/23/2022		11/23/2022	511.45
5819 - Synchrony Bank	1020	18 - TLRC Concession Item Sale	Paid by Check # 76470		11/15/2022	11/15/2022	11/23/2022		11/23/2022	108.70
5819 - Synchrony Bank	1888	18 - TLRC Concession Item Sale	Paid by Check # 76470		11/15/2022	11/15/2022	11/23/2022		11/23/2022	229.30
5819 - Synchrony Bank	2483	18 - TLRC Concession Item Sale	Paid by Check # 76470		11/15/2022	11/15/2022	11/23/2022		11/23/2022	75.92
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 5		<hr/> \$1,227.97	



Board of Park Commissioners Claim Register

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

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 185006 - TLRC-Concessions										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00252653	18 - TLRC Exhaust Hood & Annual Fire Extinguisher Inspections	Paid by EFT # 49785		11/15/2022	11/15/2022	11/23/2022		11/23/2022	317.20
Account 53610 - Building Repairs Totals								Invoice Transactions	1	\$317.20
Program 185006 - TLRC-Concessions Totals								Invoice Transactions	9	\$1,710.84
Program 186500 - Community Events										
Account 43370 - Other Sales										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	25.18
Account 43370 - Other Sales Totals								Invoice Transactions	1	\$25.18
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	26512	18- Winter Lights Supplies	Paid by Check # 76462		11/15/2022	11/15/2022	11/23/2022		11/23/2022	29.95
394 - Kleindorfer Hardware & Variety	746723	18- Winter Lights Supplies	Paid by EFT # 49782		11/15/2022	11/15/2022	11/23/2022		11/23/2022	24.97
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$54.92
Account 53990 - Other Services and Charges										
7931 - David Fred Development Corp (Winterland INC)	8365	18- Winter Lights Installation and Rental- 2022	Paid by EFT # 49719		11/15/2022	11/15/2022	11/23/2022		11/23/2022	7,383.20
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$7,383.20
Program 186500 - Community Events Totals								Invoice Transactions	4	\$7,463.30
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	746812	18-Master Lock 2730 for frost free water spigots	Paid by EFT # 49782		11/15/2022	11/15/2022	11/23/2022		11/23/2022	56.65
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$56.65
Account 53990 - Other Services and Charges										
8053 - James E McCormick (McCormick Mobile Home Service)	102	18-Moving shed and applying skirting for community gardens	Paid by EFT # 49793		11/15/2022	11/15/2022	11/23/2022		11/23/2022	2,100.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$2,100.00
Program 186502 - Community Events-Gardens Totals								Invoice Transactions	2	\$2,156.65



Board of Park Commissioners Claim Register

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

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 47230 - Gift Certificate										
5705 - Canku Luta, INC	3049	18-Market Bucks and Gift Certificates	Paid by EFT # 49705		11/15/2022	11/15/2022	11/23/2022		11/23/2022	20.00
12416 - Daniel J Graber	3028	18-Market Bucks and Gift Certificates	Paid by EFT # 49749		11/15/2022	11/15/2022	11/23/2022		11/23/2022	1,730.00
18520 - Kevin L Graber	3040	18-Market Bucks and Gift Certificates	Paid by EFT # 49750		11/15/2022	11/15/2022	11/23/2022		11/23/2022	40.00
52276 - Hunter's Honey Farm	3029	18-Market Bucks and Gift Certificates	Paid by EFT # 49762		11/15/2022	11/15/2022	11/23/2022		11/23/2022	25.00
5200 - Chester L Lehman (Olde Lane Orchard)	3036	18-Market Bucks and Gift Certificates	Paid by EFT # 49789		11/15/2022	11/15/2022	11/23/2022		11/23/2022	60.00
4281 - Living Roots, INC	3048	18-Market Bucks and Gift Certificates	Paid by EFT # 49790		11/15/2022	11/15/2022	11/23/2022		11/23/2022	120.00
12405 - Titus Raber	3027	18-Market Bucks and Gift Certificates	Paid by EFT # 49814		11/15/2022	11/15/2022	11/23/2022		11/23/2022	285.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3043	18-Market Bucks and Gift Certificates	Paid by EFT # 49828		11/15/2022	11/15/2022	11/23/2022		11/23/2022	20.00
5673 - Stephen Stoll	3031	18-Market Bucks and Gift Certificates	Paid by EFT # 49840		11/15/2022	11/15/2022	11/23/2022		11/23/2022	40.00
Account 47230 - Gift Certificate Totals									Invoice Transactions 9	\$2,340.00
Account 47240 - EBT Market Bucks										
6186 - Rachel Beyer (Mavourneen Farm)	3054	18-Market Bucks	Paid by EFT # 49692		11/15/2022	11/15/2022	11/23/2022		11/23/2022	177.00
5705 - Canku Luta, INC	3049	18-Market Bucks and Gift Certificates	Paid by EFT # 49705		11/15/2022	11/15/2022	11/23/2022		11/23/2022	30.00
3960 - Cortland V Carrington (Farmers Market Only)	3052	18-Market Bucks	Paid by EFT # 49706		11/15/2022	11/15/2022	11/23/2022		11/23/2022	27.00
8119 - Linnea Lee Good (Linnea's Greenhouse)	3034	18-Market Bucks	Paid by EFT # 49747		11/15/2022	11/15/2022	11/23/2022		11/23/2022	3.00
12416 - Daniel J Graber	3028	18-Market Bucks and Gift Certificates	Paid by EFT # 49749		11/15/2022	11/15/2022	11/23/2022		11/23/2022	1,209.00
18520 - Kevin L Graber	3040	18-Market Bucks and Gift Certificates	Paid by EFT # 49750		11/15/2022	11/15/2022	11/23/2022		11/23/2022	162.00
8136 - Amanda Hand (MKONO Farm)	3042	18-Market Bucks	Paid by EFT # 49752		11/15/2022	11/15/2022	11/23/2022		11/23/2022	108.00
12527 - Hoosier Honey	3046	18-Market Bucks	Paid by EFT # 49760		11/15/2022	11/15/2022	11/23/2022		11/23/2022	249.00
12527 - Hoosier Honey	3053	18-Market Bucks	Paid by EFT # 49760		11/15/2022	11/15/2022	11/23/2022		11/23/2022	39.00
52276 - Hunter's Honey Farm	3029	18-Market Bucks and Gift Certificates	Paid by EFT # 49762		11/15/2022	11/15/2022	11/23/2022		11/23/2022	483.00
5200 - Chester L Lehman (Olde Lane Orchard)	3036	18-Market Bucks and Gift Certificates	Paid by EFT # 49789		11/15/2022	11/15/2022	11/23/2022		11/23/2022	162.00



Board of Park Commissioners Claim Register

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

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										
4281 - Living Roots, INC	3048	18-Market Bucks and Gift Certificates	Paid by EFT # 49790		11/15/2022	11/15/2022	11/23/2022		11/23/2022	1,743.00
12413 - Dale L Marchino	3055	18-Market Bucks	Paid by Check # 76463		11/15/2022	11/15/2022	11/23/2022		11/23/2022	54.00
4347 - Daniel E McCullough	3030	18-Market Bucks	Paid by Check # 76464		11/15/2022	11/15/2022	11/23/2022		11/23/2022	36.00
4347 - Daniel E McCullough	3032	18-Market Bucks	Paid by Check # 76464		11/15/2022	11/15/2022	11/23/2022		11/23/2022	24.00
12409 - Jeffrey A Padgett	3045	18-Market Bucks	Paid by EFT # 49807		11/15/2022	11/15/2022	11/23/2022		11/23/2022	153.00
12409 - Jeffrey A Padgett	3047	18-Market Bucks	Paid by EFT # 49807		11/15/2022	11/15/2022	11/23/2022		11/23/2022	54.00
12405 - Titus Raber	3039	18-Market Bucks	Paid by EFT # 49814		11/15/2022	11/15/2022	11/23/2022		11/23/2022	6.00
12405 - Titus Raber	3027	18-Market Bucks and Gift Certificates	Paid by EFT # 49814		11/15/2022	11/15/2022	11/23/2022		11/23/2022	918.00
12405 - Titus Raber	3035	18-Market Bucks	Paid by EFT # 49814		11/15/2022	11/15/2022	11/23/2022		11/23/2022	132.00
12430 - Luke Rhodes	3041	18-Market Bucks	Paid by EFT # 49818		11/15/2022	11/15/2022	11/23/2022		11/23/2022	243.00
17532 - Ralph Shatto (Poseys & Pumpkins)	3051	18-Market Bucks	Paid by EFT # 49826		11/15/2022	11/15/2022	11/23/2022		11/23/2022	111.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3043	18-Market Bucks and Gift Certificates	Paid by EFT # 49828		11/15/2022	11/15/2022	11/23/2022		11/23/2022	75.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3044	18-Market Bucks	Paid by EFT # 49828		11/15/2022	11/15/2022	11/23/2022		11/23/2022	6.00
2496 - Galen Jay Stoll	3037	18-Market Bucks	Paid by Check # 76469		11/15/2022	11/15/2022	11/23/2022		11/23/2022	120.00
5673 - Stephen Stoll	3031	18-Market Bucks and Gift Certificates	Paid by EFT # 49840		11/15/2022	11/15/2022	11/23/2022		11/23/2022	126.00
5673 - Stephen Stoll	3033	18-Market Bucks	Paid by EFT # 49840		11/15/2022	11/15/2022	11/23/2022		11/23/2022	57.00
4426 - Christa L Vosters (Kettle Of Corn, LLC)	3050	18-Market Bucks	Paid by EFT # 49861		11/15/2022	11/15/2022	11/23/2022		11/23/2022	21.00
12425 - David W Widner	3038	18-Market Bucks	Paid by Check # 76474		11/15/2022	11/15/2022	11/23/2022		11/23/2022	45.00
Account 47240 - EBT Market Bucks Totals								Invoice Transactions	29	\$6,573.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	82116-0011022	18-Water Sewer Charges October 2022	Paid by Check # 76454		11/16/2022	11/16/2022	11/16/2022		11/16/2022	11.01
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	\$11.01
Program 186503 - Community Events-Farmers' Market Totals								Invoice Transactions	39	\$8,924.01



Board of Park Commissioners Claim Register

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

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 187001 - Adult Sports-Softball										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	80.63
Account 43220 - Facility Rentals Totals										Invoice Transactions 1
										\$80.63
Account 53990 - Other Services and Charges										
5819 - Synchrony Bank	4810	18- TLSP Lunch for Crew for Infield Lip Project	Paid by Check # 76470		11/15/2022	11/15/2022	11/23/2022		11/23/2022	42.43
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 187001 - Adult Sports-Softball Totals										Invoice Transactions 2
										\$42.43
										\$123.06
Program 187006 - Adult Sports-Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	2.67
Account 43290 - Concessions Totals										Invoice Transactions 1
Program 187006 - Adult Sports-Concessions Totals										Invoice Transactions 1
										\$2.67
										\$2.67
Program 189000 - Operations										
Account 52420 - Other Supplies										
4055 - County Line Companies, LLC (dba Play Pros)	4132	18-(1) Memorial Bench (Griffy Lake)	Paid by EFT # 49715		11/15/2022	11/15/2022	11/23/2022		11/23/2022	1,605.00
Account 52420 - Other Supplies Totals										Invoice Transactions 1
Program 189000 - Operations Totals										Invoice Transactions 1
										\$1,605.00
										\$1,605.00
Program 189003 - Operations-Open Shelters										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	65.59
Account 43220 - Facility Rentals Totals										Invoice Transactions 1
Program 189003 - Operations-Open Shelters Totals										Invoice Transactions 1
										\$65.59
										\$65.59
Program 189006 - Switchyard Property										
Account 43220 - Facility Rentals										
Marion Krefeldt	2022-00001892	18-Refunds	Paid by Check # 76475		11/15/2022	11/15/2022	11/23/2022		11/23/2022	150.00
204 - State Of Indiana	Sales Tax 1022	18-October 2022 Sales Tax	Paid by EFT # 49671		11/17/2022	11/17/2022	11/17/2022		11/17/2022	217.35
Account 43220 - Facility Rentals Totals										Invoice Transactions 2
										\$367.35
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	736726	18-SYP Misc Hardware	Paid by EFT # 49782		11/15/2022	11/15/2022	11/23/2022		11/23/2022	36.19
394 - Kleindorfer Hardware & Variety	746544	18- SYP Packing tape and screwdriver	Paid by EFT # 49782		11/15/2022	11/15/2022	11/23/2022		11/23/2022	15.67



Board of Park Commissioners Claim Register

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

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 189006 - Switchyard Property										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	646469357388	18- SYP Light Curtain for Decoration	Paid by EFT # 49844		11/15/2022	11/15/2022	11/23/2022		11/23/2022	67.99
								Account 52420 - Other Supplies Totals	Invoice Transactions 3	\$119.85
								Program 189006 - Switchyard Property Totals	Invoice Transactions 5	\$487.20
Program G22016 - 2022-23 Griffy Lake Nature Days										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	83764	18- 24 pack Hand Warmers for GLND	Paid by Check # 76462		11/15/2022	11/15/2022	11/23/2022		11/23/2022	33.98
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$33.98
								Program G22016 - 2022-23 Griffy Lake Nature Days Totals	Invoice Transactions 1	\$33.98
								Department 18 - Parks & Recreation Totals	Invoice Transactions 116	\$49,004.36
								Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions 116	\$49,004.36
Fund 977 - Parks 2016 GO Bond Proceeds										
Department 18 - Parks & Recreation										
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP										
Account 54510 - Other Capital Outlays										
3444 - Rundell Ernstberger Associates, INC	2021-1625-08	18- Bryan Park Trail Improvements-serv thru 10/31/22	Paid by EFT # 49821		11/15/2022	11/15/2022	11/23/2022		11/23/2022	1,000.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	\$1,000.00
								Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals	Invoice Transactions 1	\$1,000.00
								Department 18 - Parks & Recreation Totals	Invoice Transactions 1	\$1,000.00
								Fund 977 - Parks 2016 GO Bond Proceeds Totals	Invoice Transactions 1	\$1,000.00
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	201026	18- Duke Power Line Trail Design-9/1-9/30/22	Paid by EFT # 49687		11/15/2022	11/15/2022	11/23/2022		11/23/2022	13,500.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	\$13,500.00
								Program 18018A - 7th St Green Way, RCA Power Line Totals	Invoice Transactions 1	\$13,500.00
								Department 18 - Parks & Recreation Totals	Invoice Transactions 1	\$13,500.00
								Fund 980 - 2018 BicentennialBnd Prcd900030 Totals	Invoice Transactions 1	\$13,500.00
								Grand Totals	Invoice Transactions 240	\$280,596.59

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/23/22	Claims				\$280,596.59
					<u>\$280,596.59</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 \$280,596.59 11/10/2022

Dated this 18th day of Nov, year of 20 22.

I herby 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 Gilliland

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/2/2022	Payroll				146,600.85
					<u>146,600.85</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 \$ 146,600.85

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 11/24/22 - 12/09/22

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										
6330 - Marshall Security LLC	2591	18 SYP Marshall MSI Security (11/1/22 - 11/15/22)	Paid by EFT # 50002		11/29/2022	11/29/2022	12/09/2022		12/09/2022	7,245.00
6330 - Marshall Security LLC	2590	18-Security Services B-Line - Nov 1 - Nov 15, 2022	Paid by EFT # 50002		11/29/2022	11/29/2022	12/09/2022		12/09/2022	6,555.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$13,800.00
Account 54420 - Purchase of Equipment										
6262 - Koenig Equipment, INC	E01098	18-2022 John Deere X730 tractor w/ 60" shaft drive mower deck	Paid by EFT # 49992		11/29/2022	11/29/2022	12/09/2022		12/09/2022	12,548.00
Account 54420 - Purchase of Equipment Totals							Invoice Transactions 1			\$12,548.00
Account 54440 - Motor Equipment										
8405 - Bosak Motors of Merrillville LLC	136770	18-2022 Ram Tradesman truck (replaces 836)	Paid by EFT # 49912		11/29/2022	11/29/2022	12/09/2022		12/09/2022	61,761.25
Account 54440 - Motor Equipment Totals							Invoice Transactions 1			\$61,761.25
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions 4			\$88,109.25
Department 18 - Parks & Recreation Totals							Invoice Transactions 4			\$88,109.25
Fund 176 - ARPA Local Fiscal Recvry (\$9512) Totals							Invoice Transactions 4			\$88,109.25
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53160 - Instruction										
203 - INDIANA UNIVERSITY	5041	18-Leadership Bloomington Participant - Tim Street	Paid by Check # 76503		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,000.00
Account 53160 - Instruction Totals							Invoice Transactions 1			\$1,000.00
Account 53210 - Telephone										
1079 - AT&T	812349370011-22A	18-land lines-10/20-11/19/22-812 349-3700 107 2	Paid by Check # 76490		11/30/2022	11/30/2022	11/30/2022		11/30/2022	2,132.00
Account 53210 - Telephone Totals							Invoice Transactions 1			\$2,132.00
Account 53230 - Travel										
1973 - Megan M Stark	CONF-10-24-22	18- Travel Reimbursement RecTrac Symposium	Paid by EFT # 50071		11/29/2022	11/29/2022	12/09/2022		12/09/2022	256.95
Account 53230 - Travel Totals							Invoice Transactions 1			\$256.95
Program 181000 - Administration Totals							Invoice Transactions 3			\$3,388.95



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 52420 - Other Supplies										
8446 - James Edward Maire	11.14.2022	18-digital files of McDoel Switchyard photos #3	Paid by EFT # 50001		11/29/2022	11/29/2022	12/09/2022		12/09/2022	150.00
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										<u>\$150.00</u>
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39904	18-Urban Forestry info postcard #250	Paid by EFT # 49892		11/29/2022	11/29/2022	12/09/2022		12/09/2022	40.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39924	18-stage wing banners for Canopy of Lights/Holiday Market	Paid by EFT # 49892		11/29/2022	11/29/2022	12/09/2022		12/09/2022	200.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	39944	18-Frank Southern wallet cards #750	Paid by EFT # 49892		11/29/2022	11/29/2022	12/09/2022		12/09/2022	255.00
53125 - Mr. Copy, INC	36295	18-Skate with Santa 1/4 page fliers	Paid by EFT # 50019		11/29/2022	11/29/2022	12/09/2022		12/09/2022	23.40
53125 - Mr. Copy, INC	36297	18-Celebrations Around the World 1/4 page fliers	Paid by EFT # 50019		11/29/2022	11/29/2022	12/09/2022		12/09/2022	19.35
2895 - Rapid Reproductions, INC	109578	18-advertising banners Commercial Service	Paid by EFT # 50039		11/29/2022	11/29/2022	12/09/2022		12/09/2022	210.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-56081	18-Grippy Lake NP Closed Today yard signs x10 + stakes	Paid by EFT # 50044		11/29/2022	11/29/2022	12/09/2022		12/09/2022	217.70
Account 53310 - Printing Totals										Invoice Transactions 7
										<u>\$965.45</u>
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0005007488	18-October display advertising & classifieds	Paid by EFT # 49959		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,018.05
1078 - Kamrex, INC (VFW Program)	281409	18-1/16 page ad in Indiana AmVet News for Twin Lakes Rec Center	Paid by Check # 76505		11/29/2022	11/29/2022	12/09/2022		12/09/2022	127.50
Account 53320 - Advertising Totals										Invoice Transactions 2
										<u>\$1,145.55</u>
Account 53990 - Other Services and Charges										
5017 - John W Lasher (The Production House)	SIM22041	18-audio and video editing projects	Paid by EFT # 49996		11/29/2022	11/29/2022	12/09/2022		12/09/2022	2,400.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 181100 - Marketing Totals										<u>\$2,400.00</u>
										Invoice Transactions 11
										<u>\$4,661.00</u>



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331122	18- Parks Electric Charges 6/15-11/15/22	Edit		12/07/2022	12/07/2022	12/07/2022			12,407.53
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$12,407.53
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions	1	\$12,407.53
Program 182002 - Aquatics - Mills Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331122	18- Parks Electric Charges 6/15-11/15/22	Edit		12/07/2022	12/07/2022	12/07/2022			21.26
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$21.26
Program 182002 - Aquatics - Mills Pool Totals								Invoice Transactions	1	\$21.26
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3142507274	18-Propane for the Zamboni	Paid by EFT # 49896		11/29/2022	11/29/2022	12/09/2022		12/09/2022	281.69
Account 52240 - Fuel and Oil Totals								Invoice Transactions	1	\$281.69
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	521587	18 - FSC Molding piece,hook for outside trim	Paid by EFT # 49907		11/29/2022	11/29/2022	12/09/2022		12/09/2022	33.95
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	1	\$33.95
Account 52340 - Other Repairs and Maintenance										
395 - Kirby Risk Corp	S112257264.001	18-FSC Bulbs for outside front facility lights	Paid by EFT # 49990		11/29/2022	11/29/2022	12/09/2022		12/09/2022	64.69
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	1	\$64.69
Account 52420 - Other Supplies										
4099 - Gold Medal Products CO.	173411	18-FSC Popcorn Machine	Paid by EFT # 49961		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,500.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$1,500.00
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	114496	18-FSC sweatshirts for zamboni drivers	Paid by EFT # 50101		11/29/2022	11/29/2022	12/09/2022		12/09/2022	524.26
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	1	\$524.26
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331122	18- Parks Electric Charges 6/15-11/15/22	Edit		12/07/2022	12/07/2022	12/07/2022			10,448.16
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$10,448.16



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53630 - Machinery and Equipment Repairs										
321 - Harrell Fish, INC (HFI)	W84150	18-FSC HVAC over ice area and above party room repair	Paid by EFT # 49968		11/29/2022	11/29/2022	12/09/2022		12/09/2022	3,575.91
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	\$3,575.91
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3135476	18 - FSC Rug Cleaning Service - 11-09-22	Paid by EFT # 50033		11/29/2022	11/29/2022	12/09/2022		12/09/2022	77.21
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$77.21
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003034532	18-Landfill December 2022- FSC	Paid by EFT # 49880		11/30/2022	11/30/2022	11/30/2022		11/30/2022	184.25
Account 53950 - Landfill Totals									Invoice Transactions 1	\$184.25
Program 182500 - Frank Southern Center Totals									Invoice Transactions 9	\$16,690.12
Program 183500 - Golf Services										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331122	18- Parks Electric Charges 6/15-11/15/22	Edit		12/07/2022	12/07/2022	12/07/2022			895.80
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$895.80
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003033940	18-Landfill December 2022- Golf	Paid by EFT # 49880		11/30/2022	11/30/2022	11/30/2022		11/30/2022	434.25
Account 53950 - Landfill Totals									Invoice Transactions 1	\$434.25
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00258192	18 - Cascades Annual Fire Extinguisher Insp.	Paid by EFT # 49993		11/29/2022	11/29/2022	12/09/2022		12/09/2022	161.60
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$161.60
Program 183500 - Golf Services Totals									Invoice Transactions 3	\$1,491.65
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
394 - Kleindorfer Hardware & Variety	746689	18- Gloves, Survey Ribbon, and Ear Plugs	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	31.46
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$31.46
Account 52220 - Agricultural Supplies										
409 - Black Lumber Co. INC	524717	18-Makita 36 V 14 " Chain Saw Kit	Paid by EFT # 49907		11/29/2022	11/29/2022	12/09/2022		12/09/2022	349.97
394 - Kleindorfer Hardware & Variety	746833	18-50 percent True Fuel	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	29.99
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 2	\$379.96



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	738236	18- Bolts, Nuts, and Washers for Boot Brush Signs	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	13.76
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	1	\$13.76
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	748655	18- 8/32 Screws and Pack of Magnets	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	3.59
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	1	\$3.59
Account 53160 - Instruction										
4698 - Indiana Lakes Management Society, INC	March 2023	18-ILMS Conference Registration - Rebecca Swift	Paid by Check # 76500		11/29/2022	11/29/2022	12/09/2022		12/09/2022	135.00
Account 53160 - Instruction Totals								Invoice Transactions	1	\$135.00
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331122	18- Parks Electric Charges 6/15-11/15/22	Edit		12/07/2022	12/07/2022	12/07/2022			45.84
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$45.84
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	16980	18-Griffy and Wapehani Restroom Service - October 2022	Paid by EFT # 50085		11/29/2022	11/29/2022	12/09/2022		12/09/2022	140.00
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	1	\$140.00
Program 184000 - Natural Resources Totals								Invoice Transactions	8	\$749.61
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331122	18- Parks Electric Charges 6/15-11/15/22	Edit		12/07/2022	12/07/2022	12/07/2022			244.62
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$244.62
Program 184500 - Youth Services -Juke Box Totals								Invoice Transactions	1	\$244.62
Program 186500 - Community Events										
Account 43270 - Registration Fees										
Chester Lehman	2022-00001954	18-Refunds	Paid by Check # 76521		11/29/2022	11/29/2022	12/09/2022		12/09/2022	66.00
Account 43270 - Registration Fees Totals								Invoice Transactions	1	\$66.00
Account 52420 - Other Supplies										
50722 - Bloomington Bagel Co., INC	000479	18- coffee and tea for holiday market	Paid by EFT # 49908		11/29/2022	11/29/2022	12/09/2022		12/09/2022	74.92
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$74.92



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53730 - Machinery and Equipment Rental										
4598 - Susan Lorimer (Big Bounce Fun House Rentals)	11822883	18- Holiday Market Rental; Wonderland Snowman & snow solution	Paid by EFT # 49999		11/29/2022	11/29/2022	12/09/2022		12/09/2022	459.58
Account 53730 - Machinery and Equipment Rental Totals									Invoice Transactions 1	<u>\$459.58</u>
Account 53990 - Other Services and Charges										
2538 - Bloomington Chamber Singers, INC	2204	18- Performance-Bloom. Chamber Singers-Holiday Market	Paid by EFT # 49909		11/29/2022	11/29/2022	12/09/2022		12/09/2022	450.00
2897 - Bloomington Community Band, INC	FY 23-008	18- Performance by the Hungry Five at the Holiday Market	Paid by EFT # 49910		11/29/2022	11/29/2022	12/09/2022		12/09/2022	300.00
6916 - Dynamic Disc, LTD	11.26.2022	18- Performance by The Dynamics at the Holiday Market	Paid by EFT # 49940		11/29/2022	11/29/2022	12/09/2022		12/09/2022	800.00
536 - Chris Ramsey (KingSnake Sound Company)	140663	18- Sound Equipment Rental and Sound Engineering Services	Paid by EFT # 50038		11/29/2022	11/29/2022	12/09/2022		12/09/2022	525.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 4	<u>\$2,075.00</u>
Program 186500 - Community Events Totals									Invoice Transactions 7	<u>\$2,675.50</u>
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	522732	18-hardware for community gardens	Paid by EFT # 49907		11/29/2022	11/29/2022	12/09/2022		12/09/2022	2.03
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$2.03</u>
Program 186502 - Community Events-Gardens Totals									Invoice Transactions 1	<u>\$2.03</u>
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331122	18- Parks Electric Charges 6/15-11/15/22	Edit		12/07/2022	12/07/2022	12/07/2022			1,085.78
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$1,085.78</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003034543	18-Landfill December 2022-2350 Bloomfield Road	Paid by EFT # 49880		11/30/2022	11/30/2022	11/30/2022		11/30/2022	394.42
Account 53950 - Landfill Totals									Invoice Transactions 1	<u>\$394.42</u>
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 2	<u>\$1,480.20</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187002 - Adult Sports-Tennis										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	997676533759	18- Amazon Pickleball Net	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	259.98
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$259.98
								Program 187002 - Adult Sports-Tennis Totals	Invoice Transactions 1	\$259.98
Program 187202 - Youth Sports-Winslow										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331122	18- Parks Electric Charges 6/15-11/15/22	Edit		12/07/2022	12/07/2022	12/07/2022			811.55
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$811.55
								Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 1	\$811.55
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331122	18- Parks Electric Charges 6/15-11/15/22	Edit		12/07/2022	12/07/2022	12/07/2022			22.96
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$22.96
Account 53910 - Dues and Subscriptions										
392 - Koorsen Fire & Security, INC	IN00257988	18- Olcott 2022 Fire Extinguisher Inspection	Paid by EFT # 49993		11/29/2022	11/29/2022	12/09/2022		12/09/2022	7.90
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	\$7.90
								Program 187208 - Youth Sports-Olcott Totals	Invoice Transactions 2	\$30.86
Program 187500 - Banneker										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	466967473597	18- Standard Hex Dogging Key	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	8.99
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$8.99
								Program 187500 - Banneker Totals	Invoice Transactions 1	\$8.99
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0468832-2	18-(1) cs waterless WypeAlls (refills)	Paid by EFT # 49955		11/29/2022	11/29/2022	12/09/2022		12/09/2022	64.20
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	\$64.20
Account 52220 - Agricultural Supplies										
51891 - Forest Commodities, INC	B221115306	18-Engineered wood fiber (playground surfacing) - WHB Park	Paid by EFT # 49957		11/29/2022	11/29/2022	12/09/2022		12/09/2022	4,265.50
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 1	\$4,265.50



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	480462	18-shop supplies; starting fluid, 1 gal fast orange	Paid by EFT # 50068		11/29/2022	11/29/2022	12/09/2022		12/09/2022	28.55
Account 52230 - Garage and Motor Supplies Totals										Invoice Transactions 1
										<u>\$28.55</u>
Account 52310 - Building Materials and Supplies										
334 - Irving Materials, INC	11222487	18-concrete - WHB Park	Paid by EFT # 49984		11/29/2022	11/29/2022	12/09/2022		12/09/2022	435.00
334 - Irving Materials, INC	11225507	18-concrete - WHB Park	Paid by EFT # 49984		11/29/2022	11/29/2022	12/09/2022		12/09/2022	435.00
394 - Kleindorfer Hardware & Variety	747063	18-sawzall blades, jig saw blades	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	22.26
394 - Kleindorfer Hardware & Variety	749731	18-AJB sink install	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	34.96
365 - Rogers Group, INC	0713011831	18-stone - Adams Street	Paid by EFT # 50049		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,242.00
365 - Rogers Group, INC	0713011873	18-1/4-minus - Griffy Fishing Pier	Paid by EFT # 50049		11/29/2022	11/29/2022	12/09/2022		12/09/2022	74.00
365 - Rogers Group, INC	0713011872	18-1/4 minus B-Line Trail	Paid by EFT # 50049		11/29/2022	11/29/2022	12/09/2022		12/09/2022	55.50
5819 - Synchrony Bank	697845843456	18- Yard water hydrant	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	97.50
5819 - Synchrony Bank	778647975464	18- Head Yard Hydrant	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	70.21
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 9
										<u>\$2,466.43</u>
Account 52340 - Other Repairs and Maintenance										
321 - Harrell Fish, INC (HFI)	W84611	18-Labor to remove irrigation pump @ MSP & replace bearings	Paid by EFT # 49968		11/29/2022	11/29/2022	12/09/2022		12/09/2022	235.01
394 - Kleindorfer Hardware & Variety	748517	18-furnace filters for Rosehill Office	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	9.96
394 - Kleindorfer Hardware & Variety	737734	18-supplies for AJB Kitchen	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	38.65
476 - Southern Indiana Parts, INC (Napa Auto Parts)	479811	18-alternator for old air compressor	Paid by EFT # 50068		11/29/2022	11/29/2022	12/09/2022		12/09/2022	50.76
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 4
										<u>\$334.38</u>
Account 52420 - Other Supplies										
8401 - Hanover Prest-Paving Co (Hanover Architectural	130568	18-(8) pallets charcoal & limestone pavers for RFP Project	Paid by EFT # 49967		11/29/2022	11/29/2022	12/09/2022		12/09/2022	4,381.44



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	748573	18-2 large storage arms - hangers for Ops	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	16.98
Account 52420 - Other Supplies Totals Invoice Transactions 2										<u>\$4,398.42</u>
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	35354	18-(2) Registrations for CPSI Course (Marotz/Paris)	Paid by Check # 76501		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,090.00
Account 53160 - Instruction Totals Invoice Transactions 1										<u>\$1,090.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331122	18- Parks Electric Charges 6/15-11/15/22	Edit		12/07/2022	12/07/2022	12/07/2022			3,135.85
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$3,135.85</u>
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00257985	18-Annual fire extinguisher inspections - Ops Center Storage Bld	Paid by EFT # 49993		11/29/2022	11/29/2022	12/09/2022		12/09/2022	20.56
392 - Koorsen Fire & Security, INC	IN00258190	18-Annual fire extinguisher inspections - Operations Center	Paid by EFT # 49993		11/29/2022	11/29/2022	12/09/2022		12/09/2022	840.40
392 - Koorsen Fire & Security, INC	IN00257983	18-Annual fire extinguisher inspections - Bryan Pk Maint Bldg	Paid by EFT # 49993		11/29/2022	11/29/2022	12/09/2022		12/09/2022	23.70
392 - Koorsen Fire & Security, INC	IN00257984	18-Annual fire extinguisher inspections - SYP Maint Shed	Paid by EFT # 49993		11/29/2022	11/29/2022	12/09/2022		12/09/2022	47.40
Account 53610 - Building Repairs Totals Invoice Transactions 4										<u>\$932.06</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	4080035451	18-mat cleaning services 11-16-2022	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	35.00
19171 - Aramark Uniform & Career Apparel Group, INC	4080036602	18-mat cleaning services 11-23-2022	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	35.00
4175 - The Stables Events, LLC (Izzy's Rentals)	16978	18-Cleaning & Pumping of port-a-lets @ 8 locations for Nov 22	Paid by EFT # 50085		11/29/2022	11/29/2022	12/09/2022		12/09/2022	640.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	16979	18-Cleaning & Pumping of port-a-lets @ RCA Park Nov 22	Paid by EFT # 50085		11/29/2022	11/29/2022	12/09/2022		12/09/2022	112.50
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 4	\$822.50
Account 53990 - Other Services and Charges										
321 - Harrell Fish, INC (HFI)	W84611	18-Labor to remove irrigation pump @ MSP & replace bearings	Paid by EFT # 49968		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,260.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$1,260.00
Program 189000 - Operations Totals									Invoice Transactions 29	\$18,797.89
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I330293	18- SYP microfiber cloths, disinfectant, jumbo tissue	Paid by Check # 76496		11/29/2022	11/29/2022	12/09/2022		12/09/2022	334.66
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$334.66
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	748672	18 -SYP Extension cord, screws	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	18.99
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$18.99
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331122	18- Parks Electric Charges 6/15-11/15/22	Edit		12/07/2022	12/07/2022	12/07/2022			2,596.93
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$2,596.93
Program 189006 - Switchyard Property Totals									Invoice Transactions 3	\$2,950.58
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
5485 - Woody Warehouse Nursery, INC	196372	18- LAND 270 native trees	Paid by EFT # 50102		11/29/2022	11/29/2022	12/09/2022		12/09/2022	4,662.25
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$4,662.25
Account 52420 - Other Supplies										
5819 - Synchrony Bank	465735463789	18- File Locking bar	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	42.49
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$42.49
Account 53160 - Instruction										
893 - Indiana Native Plant And Wildflower Society, INC	AC2022 - Field	18-LAND annual conf registration - Gillian Field	Paid by EFT # 49978		11/29/2022	11/29/2022	12/09/2022		12/09/2022	35.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$35.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53910 - Dues and Subscriptions										
893 - Indiana Native Plant And Wildflower Society, INC	AC2022 - Field	18-LAND annual conf registration - Gillian Field	Paid by EFT # 49978		11/29/2022	11/29/2022	12/09/2022		12/09/2022	.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$0.00
Account 53990 - Other Services and Charges										
121 - Eco Logic, LLC	5189	18 - LAND Vegetation Management at SYP	Paid by EFT # 49943		11/29/2022	11/29/2022	12/09/2022		12/09/2022	8,944.24
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$8,944.24
Program 189500 - Landscaping Totals								Invoice Transactions	5	\$13,683.98
Program 189501 - Cemeteries										
Account 52340 - Other Repairs and Maintenance										
6262 - Koenig Equipment, INC	P34998	18 - CEM gator parts - ball joints	Paid by EFT # 49992		11/29/2022	11/29/2022	12/09/2022		12/09/2022	142.85
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	1	\$142.85
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331122	18- Parks Electric Charges 6/15-11/15/22	Edit		12/07/2022	12/07/2022	12/07/2022			183.75
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$183.75
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00258189	18-Annual fire extinguisher inspections (Cemeteries)	Paid by EFT # 49993		11/29/2022	11/29/2022	12/09/2022		12/09/2022	184.00
Account 53610 - Building Repairs Totals								Invoice Transactions	1	\$184.00
Account 53990 - Other Services and Charges										
6883 - Scenic Construction Services, INC	22-012	18-Site excavation, fill, grading & seeding @ RH Scatter Garden	Paid by EFT # 50055		11/29/2022	11/29/2022	12/09/2022		12/09/2022	7,900.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$7,900.00
Program 189501 - Cemeteries Totals								Invoice Transactions	4	\$8,410.60
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
786 - Richard's Small Engine, INC	486965	18- misc. arborist supplies, battery, charger, rope, pole pruner	Paid by EFT # 50043		11/29/2022	11/29/2022	12/09/2022		12/09/2022	773.54
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$773.54
Program 189503 - Urban Forestry Totals								Invoice Transactions	1	\$773.54



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation Totals								Invoice Transactions	94	\$89,540.44
Fund 200 - Parks and Recreation Gen (S1301) Totals								Invoice Transactions	94	\$89,540.44
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53320 - Advertising										
5819 - Synchrony Bank	963763367433	18- Amazon Running Race Bibs	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	43.99
Account 53320 - Advertising Totals								Invoice Transactions	1	\$43.99
Program 181001 - Health & Wellness Totals								Invoice Transactions	1	\$43.99
Program 182006 - Aquatics - Pool Concessions										
Account 52310 - Building Materials and Supplies										
4099 - Gold Medal Products CO.	173701	18-FSC Concessions Products to sell	Paid by EFT # 49961		11/29/2022	11/29/2022	12/09/2022		12/09/2022	.00
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	1	\$0.00
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	173701	18-FSC Concessions Products to sell	Paid by EFT # 49961		11/29/2022	11/29/2022	12/09/2022		12/09/2022	.00
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	1	\$0.00
Program 182006 - Aquatics - Pool Concessions Totals								Invoice Transactions	2	\$0.00
Program 182500 - Frank Southern Center										
Account 53630 - Machinery and Equipment Repairs										
138 - Gooldy & Sons, INC	H 5366	18-FSC Popcorn Machine Inspection	Paid by EFT # 49963		11/29/2022	11/29/2022	12/09/2022		12/09/2022	100.00
Account 53630 - Machinery and Equipment Repairs Totals								Invoice Transactions	1	\$100.00
Program 182500 - Frank Southern Center Totals								Invoice Transactions	1	\$100.00
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	173411	18-FSC Popcorn Machine	Paid by EFT # 49961		11/29/2022	11/29/2022	12/09/2022		12/09/2022	135.00
4099 - Gold Medal Products CO.	173701	18-FSC Concessions Products to sell	Paid by EFT # 49961		11/29/2022	11/29/2022	12/09/2022		12/09/2022	710.40
4610 - Hopscotch Coffee, LLC	4806	18-FSC Coffee beans for concessions	Paid by EFT # 49973		11/29/2022	11/29/2022	12/09/2022		12/09/2022	260.00
5819 - Synchrony Bank	6825	18 - FSC Sams Club for concessions	Paid by Check # 76512		11/29/2022	11/29/2022	12/09/2022		12/09/2022	173.20
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	4	\$1,278.60
Program 182501 - Frank Southern Center Concession Totals								Invoice Transactions	4	\$1,278.60



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184500 - Youth Services -Juke Box										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	849933848898	18- Amazon Stainless Steel Sink	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	359.59
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$359.59
								Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1	\$359.59
Program 184501 - Youth Services-Kid City Camps										
Account 43270 - Registration Fees										
Jessica Merkel	2022-00001945	18-Refunds	Paid by Check # 76523		11/29/2022	11/29/2022	12/09/2022		12/09/2022	175.00
								Account 43270 - Registration Fees Totals	Invoice Transactions 1	\$175.00
Account 52420 - Other Supplies										
5819 - Synchrony Bank	486836338474	18-Double faced blue & green ribbon18-	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	10.27
5819 - Synchrony Bank	654595366649	18-Large painting rocks/paint pens	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	40.36
5819 - Synchrony Bank	995763938945	18- Amazon Placemats for Kids	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	55.56
5819 - Synchrony Bank	000000 GSHOWW	18-Supplies for Kid City - coffee supplies	Paid by Check # 76512		11/29/2022	11/29/2022	12/09/2022		12/09/2022	40.68
								Account 52420 - Other Supplies Totals	Invoice Transactions 4	\$146.87
								Program 184501 - Youth Services-Kid City Camps Totals	Invoice Transactions 5	\$321.87
Program 185000 - Twin Lakes Recreation Center										
Account 52110 - Office Supplies										
5968 - CardConnect Corp.	INV00102326	18- Credit Card Terminals Showers/TLRC	Paid by EFT # 49920		11/29/2022	11/29/2022	12/09/2022		12/09/2022	859.00
								Account 52110 - Office Supplies Totals	Invoice Transactions 1	\$859.00
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	6057	18-laundry detergent for TLRC	Paid by Check # 76512		11/29/2022	11/29/2022	12/09/2022		12/09/2022	21.48
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	\$21.48
Account 52310 - Building Materials and Supplies										
294 - All-Phase Electric Supply, INC	0740-1012430	18-emergency light for TLRC	Paid by EFT # 49895		11/29/2022	11/29/2022	12/09/2022		12/09/2022	88.47
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	\$88.47
Account 52420 - Other Supplies										
5968 - CardConnect Corp.	INV00102326	18- Credit Card Terminals Showers/TLRC	Paid by EFT # 49920		11/29/2022	11/29/2022	12/09/2022		12/09/2022	859.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$859.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222331122	18- Parks Electric Charges 6/15-11/15/22	Edit		12/07/2022	12/07/2022	12/07/2022			42.23
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										\$42.23
Account 53610 - Building Repairs										
53657 - Plymate, INC	3138689	18 - TLRC Entry Mat Service - 11/23/22	Paid by EFT # 50033		11/29/2022	11/29/2022	12/09/2022		12/09/2022	81.62
Account 53610 - Building Repairs Totals										Invoice Transactions 1
										\$81.62
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	075619410X221122	18-satellite service for TLRC-11/21-12/20/22	Paid by Check # 76485		11/30/2022	11/30/2022	11/30/2022		11/30/2022	228.98
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$228.98
Account 53940 - Temporary Contractual Employee										
1973 - Megan M Stark	112222	18-TLRC Fitness Specialist	Paid by EFT # 50071		11/29/2022	11/29/2022	12/09/2022		12/09/2022	345.00
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 1
										\$345.00
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003034913	18-Landfill December TLRC	Paid by EFT # 49880		11/30/2022	11/30/2022	11/30/2022		11/30/2022	347.75
Account 53950 - Landfill Totals										Invoice Transactions 1
										\$347.75
Program 185000 - Twin Lakes Recreation Center Totals										Invoice Transactions 9
										\$2,873.53
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	111722	18-TLRC Fitness Specialist	Paid by EFT # 49903		11/29/2022	11/29/2022	12/09/2022		12/09/2022	125.00
8271 - Morgan Brummett	111722	18-TLRC Fitness Specialist	Paid by EFT # 49918		11/29/2022	11/29/2022	12/09/2022		12/09/2022	75.00
7276 - Kaitlyn Clementi	111722	18-TLRC Fitness Specialist	Paid by EFT # 49929		11/29/2022	11/29/2022	12/09/2022		12/09/2022	210.00
8376 - Neumiro Dasilva	092022	18-TLRC Fitness Specialist	Paid by EFT # 49935		11/29/2022	11/29/2022	12/09/2022		12/09/2022	125.00
8376 - Neumiro Dasilva	082322	18-TLRC Fitness Specialist	Paid by EFT # 49935		11/29/2022	11/29/2022	12/09/2022		12/09/2022	437.50
8370 - Alice M Day	111522	18-TLRC Group Ex Instructor Pay	Paid by EFT # 49936		11/29/2022	11/29/2022	12/09/2022		12/09/2022	31.25
8234 - Paetyn Denson	111622	18-TLRC Fitness Specialist	Paid by EFT # 49937		11/29/2022	11/29/2022	12/09/2022		12/09/2022	37.50
8234 - Paetyn Denson	112122	18-TLRC Fitness Specialist	Paid by EFT # 49937		11/29/2022	11/29/2022	12/09/2022		12/09/2022	375.00
8399 - Gustavus Alexis McLeod	111522	18-TLRC Fitness Specialist	Paid by EFT # 50007		11/29/2022	11/29/2022	12/09/2022		12/09/2022	62.50



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
7086 - Rivkah L Moore	111822	18-TLRC Fitness Specialist	Paid by EFT # 50018		11/29/2022	11/29/2022	12/09/2022		12/09/2022	125.00
8451 - Sarah K Peters	111622	18-TLRC Fitness Specialist	Paid by EFT # 50031		11/29/2022	11/29/2022	12/09/2022		12/09/2022	125.00
8184 - Emily E Tally	111722	18-TLRC Fitness Specialist	Paid by EFT # 50078		11/29/2022	11/29/2022	12/09/2022		12/09/2022	31.25
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	12		\$1,760.00
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions	12		\$1,760.00
Program 185003 - TLRC-Basketball										
Account 52420 - Other Supplies										
5693 - PlayCore Wisconsin, INC (Power Systems PS, LLC)	8769535	18-TLRC - Weight room mats	Paid by EFT # 50032		11/29/2022	11/29/2022	12/09/2022		12/09/2022	249.61
5693 - PlayCore Wisconsin, INC (Power Systems PS, LLC)	8815583	18-TLRC - barbell stand	Paid by EFT # 50032		11/29/2022	11/29/2022	12/09/2022		12/09/2022	188.60
Account 52420 - Other Supplies Totals							Invoice Transactions	2		\$438.21
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	12293	18-TLRC Future Stars program shirts	Paid by EFT # 49888		11/29/2022	11/29/2022	12/09/2022		12/09/2022	350.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions	1		\$350.00
Account 53940 - Temporary Contractual Employee										
8434 - Daniel Cullen Anderson	111522	18-Basketball Official	Paid by EFT # 49898		11/29/2022	11/29/2022	12/09/2022		12/09/2022	245.00
7184 - Larry Branam	110922	18-Basketball Official	Paid by EFT # 49915		11/29/2022	11/29/2022	12/09/2022		12/09/2022	125.00
8414 - Scott Matthew Burton	111422	18-Basketball Official	Paid by EFT # 49919		11/29/2022	11/29/2022	12/09/2022		12/09/2022	125.00
20105 - Brandon B Chambers	111622	18-Basketball Official	Paid by EFT # 49925		11/29/2022	11/29/2022	12/09/2022		12/09/2022	140.00
8433 - Ellie Edmondson	111522	18-Basketball Official	Paid by EFT # 49945		11/29/2022	11/29/2022	12/09/2022		12/09/2022	215.00
8455 - Alejandra Spear	111522	18-Basketball Official	Paid by EFT # 50069		11/29/2022	11/29/2022	12/09/2022		12/09/2022	175.00
3715 - Alihandro B Teran	111722	18-Basketball Official	Paid by EFT # 50080		11/29/2022	11/29/2022	12/09/2022		12/09/2022	100.00
8067 - Ian Tinsley	111022	18-Basketball Official	Paid by EFT # 50087		11/29/2022	11/29/2022	12/09/2022		12/09/2022	125.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	8		\$1,250.00
Program 185003 - TLRC-Basketball Totals							Invoice Transactions	11		\$2,038.21



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	173815	18 - TLRC Concession Item Sale	Paid by EFT # 49961		11/29/2022	11/29/2022	12/09/2022		12/09/2022	458.90
8155 - PepsiCo Beverage Sales, LLC	98583662	18-TLRC Concession Products	Paid by EFT # 50030		11/29/2022	11/29/2022	12/09/2022		12/09/2022	697.80
5819 - Synchrony Bank	4355	18 - TLRC Concession Item Sale - 11-16-22	Paid by Check # 76512		11/29/2022	11/29/2022	12/09/2022		12/09/2022	148.20
5819 - Synchrony Bank	6058	18 - TLRC Concession Item Sale 11-28-22	Paid by Check # 76512		11/29/2022	11/29/2022	12/09/2022		12/09/2022	41.46
21145 - Sysco USA III, LLC	338290285	18 - TLRC Concession Items; ketchup& sugar packets, coffee cream	Paid by EFT # 50076		11/29/2022	11/29/2022	12/09/2022		12/09/2022	535.21
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 5		<hr/> \$1,881.57	
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 5		<hr/> \$1,881.57	
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	464886995854	18- WLDN Assorted Items	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	678.77
5819 - Synchrony Bank	445955973686	18- Women/Girls Elf Costume	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	35.99
5819 - Synchrony Bank	648638595535	18-LED Rope Lights/Inflatable Christmas archway/ornaments	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	502.09
5819 - Synchrony Bank	659587866986	18- Women Christmas Elf Costume	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	71.98
5819 - Synchrony Bank	794358758355	18-Amazon Floor Cord Cover/cable protector	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	80.01
5819 - Synchrony Bank	463396465948	18- Amazon SYP Refund Credit for WLDN Balloon Decorations	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	(145.68)
Account 52420 - Other Supplies Totals							Invoice Transactions 6		<hr/> \$1,223.16	
Account 53230 - Travel										
2019 - Leslie Brinson	INDYCONF-112822	18- Travel Reimbursement IPRA Conference	Paid by EFT # 49916		11/29/2022	11/29/2022	12/09/2022		12/09/2022	190.00
720 - Rebecca R Higgins	INDYCONF-111822	18- Travel Reimbursement IPRA Conference	Paid by Check # 76497		11/29/2022	11/29/2022	12/09/2022		12/09/2022	81.00
19638 - William J Ream	INDYCONF-111822	18- Travel Reimbursement IPRA Conference	Paid by EFT # 50040		11/29/2022	11/29/2022	12/09/2022		12/09/2022	187.00



Board of Park Commissioners Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53230 - Travel										
6684 - Crystal Ritter	INDYCONF-112322	18- Travel Reimbursement IPRA Conference	Paid by EFT # 50046		11/29/2022	11/29/2022	12/09/2022		12/09/2022	162.00
					Account 53230 - Travel Totals			Invoice Transactions 4		<u>\$620.00</u>
Account 53730 - Machinery and Equipment Rental										
4175 - The Stables Events, LLC (Izzy's Rentals)	16937	18 - Portable toilet rental - Pumpkin Launch event	Paid by EFT # 50085		11/29/2022	11/29/2022	12/09/2022		12/09/2022	305.00
					Account 53730 - Machinery and Equipment Rental Totals			Invoice Transactions 1		<u>\$305.00</u>
					Program 186500 - Community Events Totals			Invoice Transactions 11		<u>\$2,148.16</u>
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
12416 - Daniel J Graber	3066	18-Market Bucks and Gift Certificates	Paid by EFT # 49964		11/29/2022	11/29/2022	12/09/2022		12/09/2022	80.00
7356 - John A McMahan	3058	18-Market Bucks and Gift Certificates	Paid by EFT # 50008		11/29/2022	11/29/2022	12/09/2022		12/09/2022	115.00
					Account 47230 - Gift Certificate Totals			Invoice Transactions 2		<u>\$195.00</u>
Account 47240 - EBT Market Bucks										
8417 - Dallas Conder (Dallas Conder Family Farms)	3067	18-Market Bucks	Paid by EFT # 49930		11/29/2022	11/29/2022	12/09/2022		12/09/2022	27.00
12416 - Daniel J Graber	3066	18-Market Bucks and Gift Certificates	Paid by EFT # 49964		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,764.00
18520 - Kevin L Graber	3064	18-Market Bucks	Paid by EFT # 49965		11/29/2022	11/29/2022	12/09/2022		12/09/2022	39.00
18520 - Kevin L Graber	3070	18-Market Bucks	Paid by EFT # 49965		11/29/2022	11/29/2022	12/09/2022		12/09/2022	39.00
8154 - Austin Larsen (Farm Over Yonder LLC)	3062	18-Market Bucks	Paid by EFT # 49995		11/29/2022	11/29/2022	12/09/2022		12/09/2022	63.00
7356 - John A McMahan	3058	18-Market Bucks and Gift Certificates	Paid by EFT # 50008		11/29/2022	11/29/2022	12/09/2022		12/09/2022	492.00
7356 - John A McMahan	3061	18-Market Bucks	Paid by EFT # 50008		11/29/2022	11/29/2022	12/09/2022		12/09/2022	6.00
8361 - John Joseph Norton (BloomingShrooms, LLC)	3063	18-Market Bucks	Paid by EFT # 50027		11/29/2022	11/29/2022	12/09/2022		12/09/2022	84.00
12430 - Luke Rhodes	3060	18-Market Bucks	Paid by EFT # 50042		11/29/2022	11/29/2022	12/09/2022		12/09/2022	81.00
12430 - Luke Rhodes	3071	18-Market Bucks	Paid by EFT # 50042		11/29/2022	11/29/2022	12/09/2022		12/09/2022	57.00
12430 - Luke Rhodes	3073	18-Market Bucks	Paid by EFT # 50042		11/29/2022	11/29/2022	12/09/2022		12/09/2022	18.00



Board of Park Commissioners Claim Register

Invoice Date Range 11/24/22 - 12/09/22

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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										
54040 - SIB, INC (Scholars Inn Bakehouse)	3068	18-Market Bucks	Paid by EFT # 50063		11/29/2022	11/29/2022	12/09/2022		12/09/2022	120.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3057	18-Market Bucks	Paid by EFT # 50065		11/29/2022	11/29/2022	12/09/2022		12/09/2022	237.00
3666 - Marie Wagler	3065	18-Market Bucks	Paid by EFT # 50098		11/29/2022	11/29/2022	12/09/2022		12/09/2022	48.00
12425 - David W Widner	3059	18-Market Bucks	Paid by Check # 76515		11/29/2022	11/29/2022	12/09/2022		12/09/2022	6.00
12425 - David W Widner	3072	18-Market Bucks	Paid by Check # 76515		11/29/2022	11/29/2022	12/09/2022		12/09/2022	6.00
Account 47240 - EBT Market Bucks Totals							Invoice Transactions	16		\$3,087.00
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions	18		\$3,282.00
Program 186506 - Performing Art Series										
Account 52420 - Other Supplies										
536 - Chris Ramsey (KingSnake Sound Company)	140662	18- Neutrik Speakon Connector Cables for Performing Arts Series	Paid by EFT # 50038		11/29/2022	11/29/2022	12/09/2022		12/09/2022	112.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$112.00
Program 186506 - Performing Art Series Totals							Invoice Transactions	1		\$112.00
Program 186507 - 4th of July Parade										
Account 53730 - Machinery and Equipment Rental										
336 - Southside Rental Center, INC	22433	18 - Rental of tents, stage, tables, chairs - 4th of July Parade	Paid by Check # 76511		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,908.17
Account 53730 - Machinery and Equipment Rental Totals							Invoice Transactions	1		\$1,908.17
Program 186507 - 4th of July Parade Totals							Invoice Transactions	1		\$1,908.17
Program 187001 - Adult Sports-Softball										
Account 53910 - Dues and Subscriptions										
392 - Koorsen Fire & Security, INC	IN00258195	18- TLSP 2022 Fire Extinguisher Inspection	Paid by EFT # 49993		11/29/2022	11/29/2022	12/09/2022		12/09/2022	277.80
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		\$277.80
Account 53990 - Other Services and Charges										
822 - Indiana Amateur Softball Association, INC	2022052229	18 TLSP-Softball Order 2022	Paid by EFT # 49976		11/29/2022	11/29/2022	12/09/2022		12/09/2022	3,240.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$3,240.00
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions	2		\$3,517.80



Board of Park Commissioners Claim Register

Invoice Date Range 11/24/22 - 12/09/22

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 187202 - Youth Sports-Winslow										
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00258491	18- Winslow 2022 Fire Extinguisher Inspection	Paid by EFT # 49993		11/29/2022	11/29/2022	12/09/2022		12/09/2022	216.20
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$216.20
Program 187202 - Youth Sports-Winslow Totals								Invoice Transactions	1	\$216.20
Program 189000 - Operations										
Account 52420 - Other Supplies										
7074 - Highland Products Group, LLC (The Park Catalog)	310027005	18-(8) picnic tables for Rogers Family Park	Paid by EFT # 49969		11/29/2022	11/29/2022	12/09/2022		12/09/2022	7,745.30
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$7,745.30
Account 53990 - Other Services and Charges										
19741 - Mader Design, LLC	1590	18- Rogers Family Park Design	Paid by EFT # 50000		11/29/2022	11/29/2022	12/09/2022		12/09/2022	250.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$250.00
Program 189000 - Operations Totals								Invoice Transactions	2	\$7,995.30
Program 189001 - Cell Tower										
Account 52420 - Other Supplies										
5763 - Miracle Recreation Equipment Company	846987	18-Playground installation for the WH&B Park Playground	Paid by EFT # 50013		11/29/2022	11/29/2022	12/09/2022		12/09/2022	.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$0.00
Account 53990 - Other Services and Charges										
5763 - Miracle Recreation Equipment Company	846987	18-Playground installation for the WH&B Park Playground	Paid by EFT # 50013		11/29/2022	11/29/2022	12/09/2022		12/09/2022	43,600.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$43,600.00
Program 189001 - Cell Tower Totals								Invoice Transactions	2	\$43,600.00
Program 189006 - Switchyard Property										
Account 52110 - Office Supplies										
5103 - Staples Contract & Commercial, INC	3499637371	18- SYP Printer Toner	Paid by EFT # 50070		11/29/2022	11/29/2022	12/09/2022		12/09/2022	378.37
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$378.37
Account 52420 - Other Supplies										
8297 - Gardner Family LP (HMC Display)	2200837	18-SYP Pavilion Pipe and Drape	Paid by EFT # 49958		11/29/2022	11/29/2022	12/09/2022		12/09/2022	2,331.64
4574 - John Deere Financial f.s.b. (Rural King)	59192	18- SYP Misc Hardware; putty knife, scraper, angle broom, lights	Paid by Check # 76504		11/29/2022	11/29/2022	12/09/2022		12/09/2022	70.09



Board of Park Commissioners Claim Register

Invoice Date Range 11/24/22 - 12/09/22

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 189006 - Switchyard Property										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	747433	18- SYP Misc hardware/ washers, bolts, nuts, clamp, cable ties	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	18.70
								Account 52420 - Other Supplies Totals	Invoice Transactions 3	\$2,420.43
								Program 189006 - Switchyard Property Totals	Invoice Transactions 4	\$2,798.80
Program G20010 - 2020 NRPA Nutrition Hub										
Account 52420 - Other Supplies										
6980 - Lauren E McCalister	016	18 Garden Program at Banneker	Paid by EFT # 50005		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,058.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$1,058.00
Account 53990 - Other Services and Charges										
6980 - Lauren E McCalister	016	18 Garden Program at Banneker	Paid by EFT # 50005		11/29/2022	11/29/2022	12/09/2022		12/09/2022	656.80
6980 - Lauren E McCalister	111122	18 -Garden Program at Banneker	Paid by EFT # 50005		11/29/2022	11/29/2022	12/09/2022		12/09/2022	334.40
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$991.20
								Program G20010 - 2020 NRPA Nutrition Hub Totals	Invoice Transactions 3	\$2,049.20
								Department 18 - Parks & Recreation Totals	Invoice Transactions 96	\$78,284.99
								Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions 96	\$78,284.99
Fund 977 - Parks 2016 GO Bond Proceeds										
Department 18 - Parks & Recreation										
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP										
Account 54510 - Other Capital Outlays										
5763 - Miracle Recreation Equipment Company	849939	18-Playground equip/surfacing: The WH & B Park Playground	Paid by EFT # 50013		11/29/2022	11/29/2022	12/09/2022		12/09/2022	13,783.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	\$13,783.00
								Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals	Invoice Transactions 1	\$13,783.00



Board of Park Commissioners Claim Register

Invoice Date Range 11/24/22 - 12/09/22

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 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA										
Account 54310 - Improvements Other Than Building										
5763 - Miracle Recreation Equipment Company	849939	18-Playground equip/surfacing: The WH & B Park Playground	Paid by EFT # 50013		11/29/2022	11/29/2022	12/09/2022		12/09/2022	74,517.00
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	1		\$74,517.00
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals							Invoice Transactions	1		\$74,517.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	2		\$88,300.00
Fund 977 - Parks 2016 GO Bond Proceeds Totals							Invoice Transactions	2		\$88,300.00
Grand Totals							Invoice Transactions	196		\$344,234.68

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/09/22	Claims				\$344,234.68
					<u>\$344,234.68</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$344,234.68 12/9/2022

Dated this 5th day of Dec 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 Siciliani



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00018086	BA	GL	11/30/2022	Budget Amendment Marshall Security				
G/L Date	G/L Account Number	Account Description		Description		Source		Increase Amount	Decrease Amount
11/30/2022	201-18-181000-53990	Other Services and Charges		Budget Amendment Marshall Security				8,400.00	.00
							Number of Entries: 1	8,400.00	\$0.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00018086	BA	GL	11/30/2022	Budget Amendment Marshall Security				
G/L Date	G/L Account Number	Account Description		Description		Source		Increase Amount	Decrease Amount
11/30/2022	201-18-181000-53990	Other Services and Charges		Budget Amendment Marshall Security				4,800.00	.00
							Number of Entries: 1	4,800.00	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00018387	BA	GL	12/05/2022	Budget Amendment				
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount			
12/05/2022	201-18-181001-53990	Other Services and Charges	Budget Amendment		1,941.00	.00			
12/05/2022	201-18-184500-53540	Natural Gas	Budget Amendment		8.00	.00			
12/05/2022	201-18-184500-53830	Bank Charges	Budget Amendment		30.00	.00			
12/05/2022	201-18-186500-52420	Other Supplies	Budget Amendment		1,575.00	.00			
12/05/2022	201-18-186500-53830	Bank Charges	Budget Amendment		216.00	.00			
12/05/2022	201-18-186502-53990	Other Services and Charges	Budget Amendment		2,100.00	.00			
12/05/2022	201-18-186503-51120	Salaries and Wages - Temporary	Budget Amendment		1,777.42	.00			
12/05/2022	201-18-186503-51210	FICA	Budget Amendment		200.26	.00			
12/05/2022	201-18-187503-53990	Other Services and Charges	Budget Amendment		15,452.53	.00			
12/05/2022	201-18-189006-52110	Office Supplies	Budget Amendment		150.00	.00			
12/05/2022	201-18-189006-53830	Bank Charges	Budget Amendment		150.00	.00			
12/05/2022	201-18-189006-53990	Other Services and Charges	Budget Amendment		100.00	.00			
					Number of Entries: 12				
						\$23,700.21			\$0.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00018392	BA	GL	12/05/2022	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>		<i>Source</i>	<i>Increase Amount</i>		<i>Decrease Amount</i>	
12/05/2022	201-18-G20002-53990	Other Services and Charges	Budget Amendment			8,080.54		.00	
12/05/2022	201-18-G22015-51120	Salaries and Wages - Temporary	Budget Amendment			38,000.00		.00	
12/05/2022	201-18-G22015-51210	FICA	Budget Amendment			2,907.00		.00	
12/05/2022	201-18-G22015-52420	Other Supplies	Budget Amendment			2,093.00		.00	
Number of Entries: 4						51,080.54		.00	





REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2021	2021	2021	2021	2022	2022	2022	
November	Total	Expenses	Expenses	% Expenses	Total	Expenses	% Expenses	
	<u>Expense</u>	as of	as of	Spent	<u>Expense</u>	as of	Spent	%
	<u>Budget</u>	<u>December</u>	<u>November</u>	<u>to date</u>	<u>Budget</u>	<u>November</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	717,168	759,357	702,507	92.51%	813,903	706,847	86.85%	0.62%
Health & Wellness	86,927	85,291	77,722	91.13%	94,977	61,111	64.34%	-21.37%
Community Relations	498,198	425,810	371,750	87.30%	510,923	332,409	72.76%	-10.58%
Aquatics	293,257	346,262	296,819	85.72%	424,371	323,034	76.12%	8.83%
Frank Southern Center	369,516	298,585	209,930	70.31%	387,393	280,702	72.46%	33.71%
Golf Services	720,425	720,027	661,033	91.81%	833,792	741,601	88.94%	12.19%
Natural Resources	390,401	354,656	322,191	90.85%	420,230	320,766	76.33%	-0.44%
Youth Programs	73,773	70,670	65,089	92.10%	77,162	65,636	85.06%	0.84%
TLRC	278,629	277,365	251,051	90.51%	305,962	242,361	79.21%	-3.46%
Community Events	418,379	399,752	366,281	91.63%	576,608	439,322	76.19%	19.94%
Adult Sports	244,078	246,990	210,935	85.40%	325,324	268,823	82.63%	27.44%
Youth Sports	231,548	283,170	215,899	76.24%	310,858	249,336	80.21%	15.49%
BBCC	419,321	340,689	307,163	90.16%	434,110	258,524	59.55%	-15.84%
Inclusive Recreation	89,535	75,170	68,075	90.56%	92,832	63,817	68.74%	-6.26%
Operations	1,865,916	1,750,670	1,606,881	91.79%	1,757,328	1,478,087	84.11%	-8.02%
Switchyard Property	410,662	423,326	346,762	81.91%	676,749	356,556	52.69%	2.82%
Landscaping	654,879	571,940	499,962	87.42%	886,913	593,809	66.95%	18.77%
Cemeteries	214,404	194,503	180,745	92.93%	398,487	320,947	80.54%	77.57%
Urban Forestry	501,313	394,933	331,799	84.01%	530,277	311,705	58.78%	-6.06%
Recover Forward	0	0		0.00%	0		0.00%	0.00%
General Fund total:	8,478,330	8,019,168	7,092,597	88.45%	9,858,200	7,415,392	75.22%	4.55%
Non-Reverting Fund								
Administration	18,550	7,167	6,424	89.64%	12,800	1,932	15.09%	-69.93%
Health & Wellness	2,450	4,789	4,154	86.73%	4,005	1,172	29.26%	-71.79%
Community Relations	5,350	720	720	100.00%	5,350	712	13.30%	-1.16%
Aquatics	55,544	37,873	59,629	157.44%	57,518	60,043	104.39%	0.69%
Frank Southern Center	87,669	42,037	54,424	129.47%	88,282	57,867	65.55%	6.33%
Golf Services	126,758	147,617	147,572	99.97%	136,759	141,606	103.54%	-4.04%
Natural Resources	70,610	24,037	15,893	66.12%	81,710	47,383	57.99%	198.13%
Youth Programs	214,782	121,851	120,835	99.17%	69,137	142,041	205.45%	17.55%
*TLRC - day to day	633,489	468,075	371,172	79.30%	555,814	470,759	84.70%	26.83%
Community Events	216,119	163,645	143,002	87.39%	226,836	121,212	53.44%	-15.24%
Adult Sports	135,504	82,919	91,718	110.61%	78,515	97,291	123.91%	6.08%
Youth Sports	9,578	8,563	30,601	357.37%	9,791	7,593	77.55%	-75.19%
BBCC	2,560	6,731	4,865	72.27%	2,560	15,705	613.49%	222.83%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	46,110	83,807	89,807	107.16%	141,758	246,107	173.61%	174.04%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,672	24,964	58,729	235.26%	27,558	18,157	65.89%	-

16-17 MCCS 21st com I								
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			15,737					
2021 MCCSC 21st Grant			6,784			31,425		
Community Banneker Bus								
Duke Arbor Day						3,905		
G15008 Summer Food Prg.	11,115		12,898					
G15009 Nature Days S/Star								
Griffy Lake Nature Day			2,322			4,422		
Wapehani I-69 Mitigation								
Leonard Springs Nature			3,693			4,293		
Banneker Nature Day			3,109			4,293		
NRPA Nutrition Hub			17,195			38,636		
Kaboom Play								
Youth & Adolescent Phy Act			8,004			6,941		
Goat Farm								
Giffy LARE			5,499					
Deer Cull			25,000					
Banneker ROI			13,979			8,081		
Other Misc Funds total:	11,115	0	116,298	0.00%	0	101,996		
TOTAL ALL FUNDS	10,622,638	9,537,723	8,883,153	93.14%	11,843,455	9,424,495	79.58%	6.09%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues November 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>November</u>	<u>to date</u>	<u>for year</u>	<u>November</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	987	254.09%	500	421	84.20%	-57.34%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	186,600	168,091	168,091	100.00%	181,000	188,069	103.91%	11.89%
Frank Southern	215,100	105,137	50,408	47.95%	213,000	136,168	63.93%	170.13%
Golf Services	572,000	854,919	858,922	100.47%	699,000	890,605	127.41%	3.69%
Natural Resources	0	45	-130	0.00%	0	0	0.00%	0.00%
Youth Services	0	0		0.00%	0	0	0.00%	0.00%
Community Events	12,900	5,908	5,908	19.31%	13,500	10,795	79.96%	82.72%
Adult Sports	48,500	30,600	30,600	100.00%	16,000	28,065	175.41%	-8.28%
Youth Sports	39,800	32,909	33,336	101.30%	25,500	30,411	119.26%	-8.77%
BBCC	15,000	15,789	14,247	90.24%	15,000	6,900	46.00%	-51.57%
Operations	0	0	0	0.00%	0	26	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	28,150	41,725	39,175	93.89%	35,000	36,375	103.93%	-7.15%
Urban Forestry	0	75	75	0.00%	0	2,640	0.00%	0.00%
Recover Forward	0	0	0	0.00%	0	0	0.00%	0.00%
Subtotal Program Rev	1,118,550	1,255,585	1,201,618	95.70%	1,198,500	1,330,475	111.01%	10.72%
General Fund Total	7,658,708	8,998,503	5,684,085	63.17%	7,740,719	5,731,424	74.04%	0.83%
Non-Reverting Fund								
Administration	35,600	22,699	14,866	65.49%	35,600	144,302	405.34%	870.68%
Health & Wellness	3,250	4,744	4,702	99.11%	6,450	5,558	86.17%	18.21%
Community Relations	5,400	2,822	2,632	93.27%	3,000	5,910	197.00%	124.55%
Aquatics	85,503	84,190	84,190	100.00%	80,000	75,562	94.45%	-10.25%
Frank Southern	102,200	54,299	29,051	53.50%	91,300	59,471	65.14%	104.71%
Golf Services	149,300	233,894	215,979	92.34%	163,000	215,980	132.50%	0.00%
Natural Resources	71,400	49,369	48,862	98.97%	71,400	60,435	84.64%	23.68%
Youth Programs	246,740	141,789	140,125	98.83%	163,500	166,771	102.00%	19.02%
*TLRC -Operational	730,428	596,325	513,980	86.19%	599,625	754,879	125.89%	46.87%
Community Events	192,459	130,293	129,156	99.13%	139,740	159,187	113.92%	23.25%
Adult Sports	138,300	94,849	94,852	100.00%	54,500	103,417	189.76%	9.03%
Youth Sports	3,502	7,520	7,520	100.00%	8,000	3,302	41.28%	-56.08%
BBCC	7,600	9,571	9,571	100.00%	7,600	21,542	283.45%	125.07%
Operations	68,900	131,747	117,908	89.50%	68,900	197,072	286.03%	67.14%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard	31,500	51,346	48,645	94.74%	41,500	65,495	157.82%	34.64%
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	9,875	100.00%	14,600	16,700	114.38%	69.11%
N-R Fund subtotal:	1,881,982	1,625,332	1,471,915	90.56%	1,549,115	2,055,583	132.69%	39.65%
Other Misc Funds								

G18-19 MCCSC 21st C	30,000							
G19-20 MCCSC 21st C	14,210							
G20-21 MCCSC 21st		13,840	13,840					
G21 MCCSC 21st		9,162				30,193		
G14009 Summer Food	27,864	11,631	11,631			-2,866		
Communit Banneker Bu	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	5,499					
G15008 Leonard Spring		12,245	12,245					
G15009 Griffy Nature Days		2,231	2,231			4,328		
(902) Rose Hill Trust		120	110			424		
Banneker ROI								
Banneker Nature Days		3,109	3,109			4,293		
Yth & Adolescent Phy A	8,000	8,467	8,467			6,941		
Nature Days Star								
2019 Deer Cull IN DNR	25,000	25,000	25,000			23,389		
Reservoir Fisheries						2,000		
Other Misc Funds total:	150,074	126,305	117,132		0	77,752		
TOTAL ALL FUNDS	9,690,764	10,750,140	7,273,131	67.66%	9,289,834	7,864,759	84.66%	8.13%

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	11/30/2022	revenue	11/30/2022	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	278,693.84	144,301.80		1,932.09		142,369.71	421,063.55
Health & Wellness	14,839.13	5,557.75		1,171.68		4,386.07	19,225.20
Community Relations	36,781.63	5,910.00		711.80		5,198.20	41,979.83
Aquatics	358,145.31	75,562.20		60,043.17		15,519.03	373,664.34
Frank Southern Center	157,882.22	59,471.48		57,866.93		1,604.55	159,486.77
Golf Course	248,428.81	215,980.39		141,606.49		74,373.90	322,802.71
Natural Resources	354,568.40	60,435.14		47,383.06		13,052.08	367,620.48
Allison Jukebox	310,130.67	166,770.71		142,041.20		24,729.51	334,860.18
TLRC	(2,679,828.93)	676,884.41		944,972.36		(268,087.95)	(2,947,916.88)
TLRC Reserve	730,333.74	77,994.20		0.00		77,994.20	808,327.94
Community Events	510,539.99	159,186.85		121,211.51		37,975.34	548,515.33
Adult Sports	14,181.56	103,416.54		97,290.81		6,125.73	20,307.29
Youth Sports	5,155.50	3,302.41		7,593.26		(4,290.85)	864.65
Skate Park	575.42	0		0.00		21,542.23	22,117.65
Benjamin Banneker Cor	67,391.42	21542.23		15,705.33		5,836.90	51,686.09
Childcare Program	(1,399.03)	0.00		0.00		0.00	(1,399.03)
Operations	242,465.81	197,072.47		246,106.95		(49,034.48)	193,431.33
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	250,311.69	65,494.74		18,156.79		47,337.95	297,649.64
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	16,700.00		3,314.64		13,385.36	49,417.09
Change Fund	0.00	0.00				0.00	0.00
Deposits	0.00	0.00				0.00	0.00
TOTALS	956,174.06	2,055,583.32	0.00	1,907,108.07	0.00	170,017.48	1,104,649.31
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds							148,475.25
** 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
11/03/2022	2168250	6	AR	345101_D	December 19, 2022 (345101-D)	Refund Now	grabowsm	20.00	0.00	20.00
11/03/2022	2168250	6	AR	345101_D	December 19, 2022 (345101-D)	Refund Now	grabowsm	40.00	0.00	40.00
11/03/2022	2168250	6	AR	345101_E	December 20, 2022 (345101-E)	Refund Now	grabowsm	40.00	0.00	40.00
11/03/2022	2168250	6	AR	345101_E	December 20, 2022 (345101-E)	Refund Now	grabowsm	40.00	0.00	40.00
11/03/2022	2168250	6	AR	345101_F	December 21, 2022 (345101-F)	Refund Now	grabowsm	40.00	0.00	40.00
11/03/2022	2168250	6	AR	345101_F	December 21, 2022 (345101-F)	Refund Now	grabowsm	40.00	0.00	40.00
11/03/2022	2168250	6	AR	345101_G	December 22, 2022 (345101-G)	Refund Now	grabowsm	40.00	0.00	40.00
11/03/2022	2168250	6	AR	345101_G	December 22, 2022 (345101-G)	Refund Now	grabowsm	40.00	0.00	40.00
11/03/2022	2168250	6	AR	345101_H	December 23, 2022 (345101-H)	Refund Now	grabowsm	40.00	0.00	40.00
11/03/2022	2168250	6	AR	345101_H	December 23, 2022 (345101-H)	Refund Now	grabowsm	40.00	0.00	40.00
11/04/2022	2168897	3	FR	SHELT_CASPK_	Sycamore Shelter on 05/20/2023 at	Refund Now	HALTI	94.00	0.00	94.00
11/14/2022	2174364	6	PSS	5450	AJB Rental (5450)	Refund Now	grabowsm	165.00	0.00	165.00
11/14/2022	2174364	6	PSS	5450	AJB Rental (5450)	Refund Now	grabowsm	27.50	0.00	27.50

Report Summary Totals

Total Refund Records:	13
Total Fees Refunded:	666.50
Total Tax Refunded:	0.00
Total Amount Refunded:	666.50

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:	11/01/2022 - Actual Date 11/01/2022
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	11/30/2022 - Actual Date 11/30/2022
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

Dec-22

Dec-22

[illegible]



STAFF REPORT

Agenda Item: A-7
Date: 12/7/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Mullin, Community Gardening Specialist
DATE: 12/13/22
SUBJECT: REVIEW AND APPROVAL OF 2023 COMMUNITY GARDENING AGREEMENT

Recommendation

Staff recommends approval of the 2023 Community Gardening Agreement.

Background

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

In 2022, a total of 244 plots were available for rent, and 243 of those were rented, with some plots being rented by multiple participants as people came and went. The one unrented plot had unexpected maintenance issues and was closed for the season. We also offered a wide variety of monthly pop-up classes to gardeners during the peak season, and 8 gardening classes to the general public throughout the year.

Changes that have been made to the contract in 2023 are minimal. This year's changes include: Shortening the length of time between issuing a maintenance request and requiring action to be taken from 2 weeks to 1 week in order to help expedite the resolution of maintenance issues in the gardens; and clarifying language around what can be left in the garden compost bins.

RESPECTFULLY SUBMITTED,

A handwritten signature in dark ink, appearing to read "Sarah S. Mullin".

Sarah Mullin, Community Gardening Specialist

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

Garden and Plot #(s) --

2023 CITY OF BLOOMINGTON COMMUNITY GARDENING PROGRAM GARDENER AGREEMENT

In order to participate in the 2023 City of Bloomington Parks and Recreation's Community Gardening Program (CGP) at the Willie Streeter Community Gardens at Winslow Woods, 2120 S. Highland Ave., Butler Park Community Gardens, 812 W. 9th St., or Switchyard Park Community Gardens, 1611 S. Rogers St., the gardener(s) agree(s) to the following by reading and signing below:

1. REGISTRATION

Returning gardeners in good standing from last season will be offered a two week window prior to open registration, where they have exclusive access to rental of the same plot(s) they gardened in 2022. During open registration, all unrented plots will be made available to the public on a first-come, first-served basis. (This includes new gardeners and returning gardeners in good standing who did not register early). To be "in good standing," a gardener must not have any outstanding maintenance fees or have had their plot reclaimed due to lack of maintenance last year.

In an effort to ensure all who want to participate in the community gardens have an opportunity, rental limits have been updated. Returning gardeners from 2021 who rented multiple plots will be exempt from this clause and their multiple plot rental, in accordance with limits set in the 2021 Gardener Agreement, will be honored at least through the 2023 season. All returning gardeners who rented single plots in 2022 and any new gardeners will be limited to one plot per household prior to May 1. After May 1, additional plots may be rented, based on availability with the understanding that additional rentals will be available for the current season only. Any unreserved garden plots will be seeded in cover crops and unavailable to rent after August 1.

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

2. CONTACT INFORMATION AND COMMUNICATION

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

3. GARDENING SEASON

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

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

Off Season - The off-season is defined as November 1 through the 2nd Monday in April **or** upon the plot being rented by another gardener on or after February, 2024. Gardeners may choose to continue the use of their plot into the off-season provided that their plot is cleared of all weeds, all annual plants that are not cold-hardy, and that their plot is mulched and in full compliance of this agreement by October 31st. In addition, gardeners wishing to continue use of their plot into the off-season, must notify CGP staff in writing by October 15th. If staff is not notified, the plot may be cleared after October 31st. Before planting in the early spring of next season (prior to the 2nd Monday in April), the gardener must first renew their plot registration and notify CGP staff in writing.

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

4. GARDENING PRACTICES - SUPPORTING SOIL HEALTH

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

5. MAINTENANCE

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

Unmaintained/Abandoned Plots - CGP staff will contact gardeners renting unmaintained plots by email, unless another form of communication is indicated on the registration form. Those gardeners will be given one week from the initial email/communication attempt to comply with all requirements described in this agreement. If the gardener does not comply by the end of this one-week period, the plot will be considered abandoned and the gardener will give up the privilege to participate in the CGP for the remainder of the 2023 season and the primary gardener may be charged a maintenance fee (\$60 for each large plot and \$30 for each small plot or raised bed). Additionally, any participating gardener who gives up their plot under these circumstances will be limited to the rental of one plot in the next season and may not rent that plot until May 1. If a gardener addresses a one-week maintenance request by the deadline, but subsequently leaves the plot unmaintained, the second maintenance request will have a 3 day deadline. A third request will have a 3 day deadline, too. Any further maintenance issues will result in immediate reclamation of the plot. CGP staff have the discretion to extend these deadlines if extenuating circumstances exist. **If plots have invasive or seeding weeds, CGP staff have the right to enter the plot and remove the plants for the collective benefit of the**

gardens.

6. TURNING IN PLOTS/END OF SEASON

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

7. GARDEN HOURS

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

8. TOOLS, TRELLISING AND OTHER MATERIALS

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

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

9. COMPOSTING

Non-invasive plant material from garden plots may be composted in the bins provided at each garden. Signs will be posted indicating into which bins materials should be placed. All invasive weeds/plants must be promptly removed from the garden premises by the gardener and may not be placed in the compost (See Section 12 for invasive plant information). Gardeners must not place any materials in the wooded areas at any garden. **Compost bins are for items from CGP gardens only – No home kitchen scraps, yard waste, or other non-garden compostable items are allowed to be dropped off in CGP bins.**

10. WATERING/HOSES

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

11. GATES/FENCING

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

12. RESTRICTED AND PROHIBITED PLANTS

Cane fruit (raspberries, blackberries, etc.), grapevines, fruit trees, and other woody perennials are not allowed. Invasive plants including, but not limited to, *Artemisia vulgaris*/mugwort, wandering mint species, comfrey,

and any plant that multiplies in such a way (by seed, rhizome, etc.) as to overtake the plot/soil as a nuisance specimen will not be allowed. The CGP staff will, at their discretion, determine if plants are problematic, invasive, or otherwise prohibited by the State of Indiana, and therefore not appropriate for culture in a community gardening setting. Refer to the CGP document entitled *Restricted and Prohibited Plants* for more information.

13. TRASH

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

14. PETS

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

15. THEFT AND DAMAGE

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

16. LIABILITY AND INDEMNIFICATION

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

17. LAW AND VENUE

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

18. POTENTIAL COVID-19 LIMITATIONS

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

Gardener to sign and return this page with registration form. Garden and Plot #(s)_____

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

Primary Gardener, Printed Name	Primary Gardener, Signature	Date
Parent or Guardian, Printed Name if Gardener is age 17 or younger	Parent or Guardian, Signature	Date
Beth Cate, Corporation Council		Date
Paula McDevitt, Director		Date



STAFF REPORT

Agenda Item: A-8
Date: 12/7/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: December 13, 2022
SUBJECT: APPROVAL OF THE 2023 PEOPLES PARK USE

Recommendation

Staff recommends approval of the 2023 Peoples Park Use Application. This is a rental agreement application that allows community organizations to distribute information, hold small performances, and hold small assemblies, etc. in Peoples Park. There is no charge for the use of Peoples Park for small gatherings, assemblies, and protests to try to promote the engagement of the park as a public gathering space.

Background

The Peoples Park Use Application was created in 2019 after staff realized that we were receiving numerous requests for tabling, small performances, and other assemblies in this park. These requests were usually for events or assemblies that did quite fit into the large event category that would require a Parks Special Use Permit. This application was created to meet that need and to encourage use of Peoples Park as a gathering space for the community. This application is intended for small events that do not require large infrastructure or that are not selling services or merchandise. This application allows staff to maintain a calendar of events taking place in the park so that it is not double booked and so that maintenance of the park does not conflict with park use.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to be "Crystal Ritter", written over a horizontal line.

Crystal Ritter, Community Events Coordinator

2021-January



PEOPLES PARK USE APPLICATION

- Park operating hours are 5:00 a.m. to 11:00 p.m.
- Permit applications must be submitted to the Parks Department at least **two weeks prior** to the use of the park.
- An application for use of the park shall not become a permit until it has been approved and signed by the Department.
- Applications for use will only be accepted for Peoples Park, 501 E. Kirkwood Ave. within the park boundaries.

Type of Organization: (check all that apply)

☐ Governmental:

☐ Private

☐ City of Bloomington

☐ Department-Affiliated

☐ Profit Making

☐ Monroe County

☐ Non-Profit

☐ Other _____

Tax ID# _____

Applicant Information

Contact Name: _____ Contact Phone: _____

Title/Position: _____ Organization: _____

Address: _____

City, State, Zip: _____ Contact Email Address: _____

1. Guidelines

- All materials must be placed within park perimeter and not block any sidewalk or pedestrian traffic within the park.
- Bloomington Parks and Recreation only provides a space. You need to bring all items necessary for your use (table, chair(s) and any items you want to display).
- Water access is not available in Peoples Park. Electricity access may be requested on this application.
- Groups may not give away homemade items intended for human consumption. Only pre-packaged items produced in an inspected kitchen may be distributed.
- Groups may not amplify sound without an approved noise permit. The noise permit application can be found at <https://bloomington.in.gov/parks/rentals/mobile-stages>.
- Bloomington Parks and Recreation may at any time ask a group to vacate the park premises.
- Events requesting to set up larger infrastructure, charging admission, or requiring additional communication may require additional permits and fees.
- Goods may not be sold without a City of Bloomington Soliciting permit through the City of Bloomington Economic and Sustainability Department.

- The registering group representative is responsible for ensuring this information is shared with all members of the group who may be assisting with the use of the park. If you have questions or concerns please contact Crystal Ritter at 812.349.3725 or ritterc@bloomington.in.gov.

Type of Use: ☐ Distribution of goods or services ☐ Fundraising
 ☐ Public Information ☐ Business Information

(All Events: Applications will not be approved for dates when Bloomington Parks and Recreation has planned programming.)

Date (s) Requested: _____ Time (s) Requested: _____

I HAVE READ AND AGREE TO ABIDE BY THE CITY OF BLOOMINGTON PARKS AND RECREATION 2022 PEOPLES PARK USE APPLICATION.

Signature: _____ Date: _____

City of Bloomington Parks and Recreation Department Special Event Application (PARK USE ONLY)		
Date Received: _____		
Partnership: _____	Parks Event: _____	Permit #: _____
Scheduled for Special Use Meeting Date: _____ Approved: _____		
City of Bloomington contact person: _____		
Telephone Number: _____	E-mail: _____	



STAFF REPORT

Agenda Item: A-9 Date: 12/7/2022

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: December 13, 2022
SUBJECT: MC-IRIS 2023 PARTNERSHIP AGREEMENT

Recommendation

Staff recommends the approval of this Partnership Agreement with Monroe County Identify and Reduce Invasives (MC-IRIS).

Background

Parks staff would like to renew our partnership with MC-IRIS to continue actively engaging with the community in regular Invasive Plant Awareness Days and Indiana Weed Wrangles at various Parks properties and other outreach events such as the MC-IRIS Native Plant Sale.

MC-IRIS members have been working to educate Monroe county residents about controlling invasive plants for over a decade. In 2022 MC-IRIS members, working with other volunteers from the community, have performed over 2,500 hours of invasive plant management on CoB properties. With MC-IRIS's assistance we hope to continue to expand our engagement with neighboring property owners and educate them about the importance of managing invasive plants on their properties.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ___ day of _____ 2022 by and between the City of Bloomington Parks & Recreation Department ("BPRD"), and Monroe County - Identify and Reduce Invasive Species ("MC-IRIS").

WHEREAS, the BPRD and MC-IRIS desire to cooperate in the development and implementation of invasive plant education and training events; and

WHEREAS, MC-IRIS is dedicated to reaching out into the community to promote invasive plant awareness for the general public; and

WHEREAS, the BPRD would like to expand invasive plant education and training offerings to incorporate more hands-on experience; and

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

NOW THEREFORE, the partners do mutually agree as follows:

Purpose of Agreement:

The purpose of this Agreement is to establish a partnership which will provide for collaborative programming and a sharing of resources to better serve the community.

1.0 Duration of Agreement:

The term of this Agreement shall begin January 1, 2023 and run through December 31, 2023. The partners may agree to renew or extend the term of this Agreement in writing only.

2.0 Bloomington Parks & Recreation Department Agrees to:

- a. Maintain close communication with MC-IRIS Board members, and bring any related issues to their attention. One BPRD staff member will attend monthly MC-IRIS meetings.
- b. Provide up-to-date program publicity by publishing information in the BPRD's seasonal program brochure and on its website.
- c. Provide staff assistance at MC-IRIS sponsored events on BPRD properties, including but not limited to: MC-IRIS Native Plant Sale, September 9th, 2023.
- d. Provide a site supervisor and Licensed Pesticide Applicator for all Invasive Plant Awareness Day/Indiana Weed Wrangle events.
- e. Coordinate with MC-IRIS the provision of any tools or supplies necessary for invasive plant education and training events, which include, but are not limited to, handsaws, gloves, and trash bags.

- f. Work cooperatively with MC-IRIS to apply for funding opportunities for vegetation management activities on BPRD properties.

3.0 MC-IRIS Agrees to:

- a. Maintain close contact with BPRD staff, and address with them any related program issues.
- b. Assist with identifying potential instructors and coordinating invasive plant education and training events.
- c. Assist with the distribution of promotional materials, including flyers and registration information.
- d. Provide program publicity on BPRD invasive plant education and training events on the MC-IRIS website.
- e. Provide MC-IRIS member(s) to assist with onsite management of Invasive Plant Awareness Day/Indiana Weed Wrangle events; including, when possible, OISC Licensed Pesticide Applicators to apply herbicide under the direction of Parks staff and to expand educational opportunities for volunteers regarding invasive plant management strategies and improve the efficacy of invasive plant management activities. MC-IRIS members assisting with herbicide application shall provide proof to BPRD of current licensing and proficiency in cut stump treatment.
- f. MC-IRIS members shall sign the City of Bloomington Parks and Recreation Volunteer Waiver of Liability (Exhibit A).

4.0 Agreement Terms Mutually Agreed to By Both Partners:

- a. All marketing/promotional materials and public relations information will be shared between both partners involved prior to any advertising.
- b. BPRD and MC-IRIS Board members will coordinate invasive plant education and training event schedules.
- c. The staff and personnel involved in this Agreement will at all times represent themselves to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction

5.0 Termination

- a. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2023 by mutual written agreement only.
- b. In the event that one of the partners to this Agreement breaches any of its terms and conditions, the other party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breach is not cured within ten days, the non-breaching party may, at its option and in writing, unilaterally terminate this Agreement.

6.0 Notice

- a. Notice regarding any significant concerns or issues of non-compliance shall be given to:

Bloomington Parks & Recreation
Tim Street, Operations Director
401 N. Morton, Suite 250
Bloomington, IN 47404
tim.street@bloomington.in.gov
812-349-3706

MC-IRIS
Ellen Jacquart, Chair
8358 N. Mt. Tabor Rd.
Ellettsville, IN 47428
ellenjacquart@gmail.com
812-876-9645

- b. Representatives for the day-to-day operational implementation of this Agreement are:

Bloomington Parks & Recreation
Joanna Sparks, City Landscaper
812-349-3497
sparkj@bloomington.in.gov

MC-IRIS
Ellen Jacquart, Chair
812-876-9645
ellenjacquart@gmail.com

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

CITY OF BLOOMINGTON

MC-IRIS

Kathleen Mills, President
Board of Park Commissioners

Ellen Jacquart, Chair

Paula McDevitt, Director
Bloomington Parks and Recreation

Beth Cate, Corporation Counsel

Exhibit A



**VOLUNTEER WAIVER OF LIABILITY
AND PHOTO & VIDEO RELEASE**

Please read the following statement carefully before signing below:

I recognize that because of the inherent hazards of this activity I may sustain some injury or harm as a result of my participation. In the event that I am injured and my next of kin cannot be contacted, I give my permission to the attending physician to render such treatment as would be normal, and agree to pay the usual charge for such treatment. I agree to release the City of Bloomington, its Parks and Recreation Department and its employees, agents and assigns for any and all claims for personal injury and/or property damage that may arise from, or be in any way connected to, my participation in this activity. I understand that this release applies to both present and future injuries, and that it binds my heirs, executors and administrators. I have been advised that I may be photographed and videotaped while participating in Parks and Recreation activities, and I consent to the reproduction of such photos or videos for advertising and publicity. I agree to release Bloomington Parks and Recreation, its employees, agents, and assigns, from any liability connected with taking, recording, digitizing, or publication and use of photographs, video, and/or sound recordings. In signing this form, I also understand that I agree to be subscribed to the Bloomington Parks and Recreation monthly volunteer newsletter. I have read this release and understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

* * *

**TRANSPORTATION, HOLD-HARMLESS,
AND INDEMNIFICATION AGREEMENT**

The undersigned, in consideration for permission to ride along in a CITY OF BLOOMINGTON vehicle for the undersigned's benefit only, agrees to the following:

To release, hold harmless and indemnify the City of Bloomington, its employees, officers and agents, for any claim or claims which might arise out of any incident connected with or in any way related to riding in a City of Bloomington vehicle. This includes claims for personal injury, property damage, and/or other type of harm or injury.

To release, hold harmless and indemnify the City of Bloomington, its employees, officers and agents for

any claim or claims arising out of any incident connected with or related to in any way riding in a City of
Bloomington vehicle made or asserted by any other person(s) against the City of Bloomington. This
includes claims for personal injury, property damage, Workers Compensation and/or any other type of
harm or injury.

Purpose of Ride Along: Responsibilities related to volunteer position.

Signature: _____ Date: _____

Email: _____ Phone: _____

In case of emergency, please contact:

Name: _____ Phone: _____

Relationship: _____



STAFF REPORT

Agenda Item: A-10
Date: 12/7/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: December 13, 2022
SUBJECT: SERVICE AGREEMENT WITH REPUBLIC SERVICES, INC FOR GREEN WASTE DISPOSAL

Recommendation

Staff recommends the approval of this Service Agreement with Republic Services, INC for green waste disposal. Funding source: 200-18-189500-53950. Amount not to exceed \$4,000.

Background

Republic Services, INC will provide two (2) 30 cubic yard dumpsters for collection and disposal of green waste. The dumpsters are located at the BPR Operations Center, 545 South Adams Street, and Switchyard Park Maintenance Building, 1601 South Rogers Street, Bloomington, Indiana. They will be emptied on an “as needed” basis.

RESPECTFULLY SUBMITTED,

Joanna Sparks
Joanna Sparks, City Landscaper

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
REPUBLIC SERVICES, 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 Republic Services, INC ("Contractor").

Article 1. Scope of Services Contractor shall provide two (2) 30 cubic yard dumpsters ("Services") for collection and disposal of green waste generated by the Operations Division Staff. The dumpsters are located at Switchyard Park, 1601 S. Rogers Street, and BPR Operations Center, 545 South Adams Street, Bloomington, Indiana. They will be emptied on an "as needed" basis. ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks, City Landscaper, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000.00) at a rate of \$280 per haul. 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 Landscaper, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email, sparkj@bloomington.in.gov. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: On an as-needed basis. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Joanna Sparks, City Landscaper 401 N. Morton, Bloomington, IN 47402. Contractor: Republic Services, 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

REPUBLIC SERVICES, INC

Beth Cate, Corporation Counsel

Name, Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President

Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
COUNTY OF _____) SS:

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Republic Services, INC

By: _____

STATE OF _____)
COUNTY OF _____) SS:

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: A-11
Date: 12/7/22

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: December 13, 2022
SUBJECT: Partnership agreement with CanopyBloomington

Recommendation

Staff recommends approval of partnership between CanopyBloomington and the City of Bloomington to continue various urban forestry programming, such as educational programs, and pruning and planting volunteer events.

Background

This partnership helps bridge urban forestry management that occurs on public City owned lands with private homeowners and business owners, as well as schools and churches. The office of the Urban Forester hopes to continue this partnership to not only expand the urban forest but to expand the knowledge of the benefits and trees and to educate our community about trees.

RESPECTFULLY SUBMITTED,

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

Haskell Smith, Urban Forester

**PARTNERSHIP AGREEMENT WITH
CANOPYBLOOMINGTON FOR
URBAN FORESTRY EDUCATIONAL AND VOLUNTEER PROGRAMS**

This agreement is made and entered into this _____ day of _____ 2022, by and between the Bloomington Parks and Recreation Department, (BPRD) and, CanopyBloomington. ("Agreement")

WHEREAS, the City of Bloomington Department of Parks and Recreation wishes to educate the public on Urban Forestry and conduct Urban Forestry volunteer programming; and

WHEREAS, CanopyBloomington has shared goals in stewardship of City of Bloomington's urban forest; and

WHEREAS, the City wishes to partner with CanopyBloomington to host various programming related to urban forestry; and

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. **Purpose of the Agreement.** The purpose of the Agreement is for the City to partner with CanopyBloomington on various urban forestry programming, such as, but not limited to, educational programs, and pruning and planting volunteer events. This partnership can help bridge urban forestry management that occurs on public City owned lands and private properties.
2. **Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Agreement until December 31, 2024, unless terminated in accordance with paragraph six (6).
3. **Educational Programming.** The City and CanopyBloomington will host joint educational programming to teach individuals about tree planting, pruning, and any other relevant urban forestry topics.

CanopyBloomington and the City will equally provide advertisement for the educational programs, staff time for material preparation and during the programming, and educational materials to be presented during the events and to take home. The City will additionally provide a location at which to host the events. Information regarding participants will be shared with both parties.

4. **Pruning and Planting Volunteer Events.** The City and CanopyBloomington will host joint volunteer programming to lead volunteers in proper tree planting and pruning techniques. The City of Bloomington will allow CanopyBloomington staff and volunteers to conduct planting and tree work on City trees with the oversight of a Certified Arborist.

CanopyBloomington and the City will equally provide volunteer recruitment and advertisement for the educational programs, staff time for event planning and staff during the volunteer events. The City will provide materials for volunteer use, such as, but not limited to, gloves, shovels, safety glasses, pruners, and trees. The City limits planting of their materials to City property or right-of-ways, which will be City trees. CanopyBloomington will provide support for citizens on adjacent private property. Information regarding participants will be shared with both parties.

5. Notice and Agreement Representatives

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

CanopyBloomington
Hannah Gregory
810-701-5646

Bloomington Parks and Recreation:
Haskell Smith, Urban Forester
812-349-3716

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

CanopyBloomington
Hannah Gregory
812-701-5646
PO Box 5591
Bloomington, IN 47407-5591
hannah@canopybloomington.org

Bloomington Parks and Recreation:
Haskell Smith, Urban Forester
812-349-3716
401 N. Morton St.
Bloomington, IN 47404
smithh@bloomington.in.gov

- 6. Termination.** This Partnership Agreement may only be terminated in writing and by the mutual agreement of all parties to the Partnership Agreement.

City of Bloomington

CanopyBloomington

Paula McDevitt, Director
Bloomington Parks and Recreation

Hannah Gregory, Executive Director

Kathleen Mills, Park Board President
Board of Park Commissioners

Beth Cate, Corporation Counsel



STAFF REPORT

Agenda Item: A-12
Date: 12/7/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: December 13, 2022
SUBJECT: MSI SECURITY SERVICES 2022 ADDENDUM

Recommendation

Staff recommend approval of a contract addendum with Marshall Security, LLC to extend evening park patrols from 7p.m. to midnight through the month of December.

Contract total: not to exceed \$4,800 additional
Funding source: 201-18-181000-53990

Background

When Marshall Security was originally contracted for security patrols in Parks, the contract ended patrols on or about November 19th. Having a security presence in and along parks and trails this year has proven to be invaluable, and Parks staff did not want to create a gap in security services before they resume in 2023. This addendum extends evening patrols, particularly during park closing hours, through the remainder of the year.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
MARSHALL SECURITY LLC dba MARSHALL SECURITY AND PRIVATE INVESTIGATIONS
FOR
SUPPLEMENTAL WORK FOR PARK SECURITY PATROLS**
(Entered in this _____ day of _____, 2022)

WHEREAS, in January 2022 the City of Bloomington Department of Parks and Recreation (the "Department") and Marshall Security LLC dba Marshall Security and Private Investigations ("Contractor") entered into an Agreement for security services at various park locations; and

WHEREAS, the Department wishes to extend the end date for these security patrols to the end of the calendar year; and

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

WHEREAS, pursuant to Article 4 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. Scope of Services: Contractor will continue to provide patrol services at Switchyard Park as specified in the original contract. The scope for patrols of other parks and facilities will continue from 7 p.m. to 12 a.m. between November 20 and December 31, 2022 with the exception of the Thanksgiving, Christmas Eve, and Christmas holidays, on which dates there will be no security patrols. Contractor will follow the same procedures as outlined in the original scope related to security officer vetting, background checks, and the use of the incident reporting system. Contractor will be paid \$23.00 per hour for each security officer.

Article 4. Compensation: To amend the Agreement to reflect the additional charge of not to exceed four thousand eight hundred dollars (\$4,800).

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

CITY OF BLOOMINGTON

MARSHALL SECURITY LLC DBA MARSHALL
SECURITY AND PRIVATE INVESTIGATIONS

Paula McDevitt, Director
Parks and Recreation Department

Jeff Nesbitt, Private Investigator

Kathleen Mills, Park Board President
Board of Park Commissioners

Beth Cate, Corporation Counsel



STAFF REPORT

Agenda Item: B-1
Date: 12/7/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: December 13, 2022
SUBJECT: BRAVO AWARD – JON AND JENNIFER VICKERS

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Jon and Jennifer Vickers with the December Bravo Award.

Background

Jon and Jennifer Vickers are loyal environmental stewards, both through their attendance at Weed Wrangles and as Adopt-a-Greenspace volunteers. As Adopt-a-Greenspace volunteers, they care for Winslow Woods Park, removing litter, fallen limbs, invasive species, and the like to help preserve the park for the public.

They are also regular attendees at Weed Wrangles, where they have been learning how to identify and properly remove the top 10 invasive species in Monroe County. Whenever they meet new volunteers or citizens during their efforts, they take the time to explain why they care about environmental stewardship and what they are doing to help preserve our greenspaces for the future.

Gillian and I are both extremely grateful for Jon and Jennifer's service to our parks and our department.

RESPECTFULLY SUBMITTED,

Emily Buuck, Community Relations Coordinator



STAFF REPORT

Agenda Item: B-2
Date: 12-13-2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: December 15, 2022
SUBJECT: PARK PARTNER AWARD – T & T PET FOOD AND SUPPLY

Recommendation

The Bloomington Parks and Recreation Department would like to recognize T & T Pet Food and Supply as the recipient of the Parks Partner Award. The Parks Partner Award is a component of the Department's sponsorship program and recognizes our most outstanding collaborators and supporters.

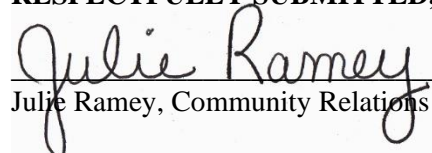
Background

T & T Pet Food and Supply is a locally owned, family-run business that has served the pets of Bloomington for nearly 50 years.

While T & T Pet Food is especially noted for their dog and cat nutrition expertise, a stroll through their jam-packed store on South Walnut Street shows their passion for pets. We are tremendously grateful to T & T Pet Food for their other passion: the Bloomington community. Nearly every Parks and Recreation dog-related event in 2022 was sponsored at some level by T & T Pet Food, from our long-standing Drool in the Pool, to our Mad Paws Doggie Egg Hunt, Yappy Howl-idays with Santa Paws, and the Howl at the Moon nighttime dog walk. We were delighted to welcome T & T Pet Food to last weekend's Winter Lights, December Nights Holiday lighting event in Switchyard Park. Despite an extremely busy Saturday in their retail store, T & T Pet Food showed up on site with dog treats and gift bags for the dog treat hunt.

We are incredibly grateful to T & T Pet Food and Supply for their support, and the Bloomington Parks and Recreation Department is proud to recognize them with the Parks Partner Award.

RESPECTFULLY SUBMITTED,


Julie Ramey, Community Relations Manager

2021-2022 Annual y



STAFF REPORT

Agenda Item: B-3
Date: 12-12-2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: JP Ford, Program Specialist
DATE: 12/13/2022
SUBJECT: STAFF INTRODUCTION

Recommendation

For information purposes only.

Background

JP Ford is the Program Specialist at Banneker Community Center. He's responsible for coordinating the Fairview Afterschool program, the Teen Leadership program, and the Banneker Summer Camp. JP has worked at Banneker Community Center as a Rec Leader for each of these programs and a Building Supervisor at the facility before receiving this position. JP has long term goals of establishing a stronger connection between Banneker and the rest of the department, expanding the visibility of Banneker within the community, and reestablishing programming that was lost due to the pandemic.

RESPECTFULLY SUBMITTED,

JP Ford, Banneker Program Specialist



STAFF REPORT

Agenda Item: B-4 Date: 12-12-2022

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: December 13, 2022
SUBJECT: RETIREMENT RECOGNITIONS FOR DENNY ROBERTSON AND DAVE FOX

Background

We would like to take a moment to recognize the 2022 retirements of two long-term Operations staff members: Denny Robertson and Dave Fox.

Denny Robertson served the City of Bloomington for 27 years, including 21 years with Parks and Recreation, before his retirement in September. Denny worked on countless projects that improved Bloomington Parks and Recreation facilities and was always willing to lend his expertise to any challenge that came along.

Dave Fox started with the Parks Department in March of 1972 and incredibly has served the department for more than 50 years in various roles, including as Operations Superintendent and Custodial Working Foreperson. Dave will retire at the end of December. Dave's dedication and work ethic have helped keep our parks clean, safe, and fun for decades.

Both staff members will be missed and we wish them well in their retirement.

RESPECTFULLY SUBMITTED,

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

Tim Street, Operations and Development Division Director

2021-January



STAFF REPORT

Agenda Item: C-1
Date: 12/7/2022

Administrator
Review/Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Director
DATE: December 5, 2022
SUBJECT: REVIEW/APPROVAL OF 2023 PROPOSED NON-REVERTING FUND BUDGET REQUEST

RECOMMENDATION:

It is recommended the Board approve the proposed 2023 City of Bloomington Parks and Recreation Non-Reverting Fund Budget Request. The total expense budget is \$2,064,394

BACKGROUND:

The Department non-reverting fund was created to serve 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 2023 Parks and Recreation Non-Reverting fund budget request and revised 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.

A power point presentation will be presented at the meeting highlighting the details of the budget.

Respectfully Submitted,

Paula McDevitt, Director



Budget Worksheet Report

Budget Year 2023

Account	Account Description	2019 Actual Amount	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2023 Budget Team Review	\$+/-	%+/-
Fund 201	Parks and Rec Non Reverting							
	REVENUE							
	Licenses							
41020	Permits	2,875.00	1,025.00	2,245.00	2,700.00	2,600.00	(100.00)	(3.70)
	Licenses Totals	\$2,875.00	\$1,025.00	\$2,245.00	\$2,700.00	\$2,600.00	(\$100.00)	(3.70%)
	Intergovernmental							
42110	Grants - State	2,800.00	14,993.00	5,498.80	.00	.00	.00	.00
42120	Grants - Federal	54,850.61	79,906.36	68,101.11	.00	.00	.00	.00
	Intergovernmental Totals	\$57,650.61	\$94,899.36	\$73,599.91	\$0.00	\$0.00	\$0.00	+++
	Charges for Services							
43110	Rental Fees	102,311.97	110,683.94	120,448.15	118,525.00	115,869.00	(2,656.00)	(2.24)
43125	NSF Fees on Returns Checks	40.00	.00	.00	.00	.00	.00	.00
43220	Facility Rentals	236,226.52	149,888.37	248,587.71	235,000.00	267,500.00	32,500.00	13.82
43230	General Admissions	1,046.00	(93.20)	2,374.00	.00	.00	.00	.00
43240	Season Passes/Memberships	291,744.58	185,003.56	257,987.53	213,400.00	298,500.00	85,100.00	39.87
43250	Player Fees	28,720.75	17,299.25	4,168.00	25,000.00	5,000.00	(20,000.00)	(79.99)
43260	Equipment Rentals	58,034.58	43,243.60	33,104.46	52,100.00	52,100.00	.00	.00
43270	Registration Fees	663,078.58	273,127.83	468,631.61	501,740.00	512,850.00	11,110.00	2.21
43280	Transaction Fees	33,881.90	15,733.05	20,799.35	35,000.00	34,400.00	(600.00)	(1.71)
43290	Concessions	138,556.36	92,172.94	135,670.31	141,000.00	181,500.00	40,500.00	28.72
43295	Concessions FB Tax	75,351.63	24,369.07	38,406.37	31,500.00	31,500.00	.00	.00
43300	Vending	5,913.83	5,607.56	389.61	4,000.00	4,000.00	.00	.00
43310	Application Fee	350.00	400.00	225.00	500.00	500.00	.00	.00
43330	Program Rental	2,807.50	590.00	1,070.50	2,000.00	2,000.00	.00	.00
43340	Pro Shop Sales	55,361.92	89,875.91	111,275.93	91,300.00	91,000.00	(300.00)	(.32)
43370	Other Sales	4,111.46	368.67	2,555.51	3,000.00	3,700.00	700.00	23.24
43380	Other Services	17,134.50	8,769.75	15,550.88	11,000.00	19,000.00	8,000.00	72.70
43390	Health and Wellness	10.00	5.00	20.00	.00	20.00	20.00	.00
43410	Advertising	71,216.69	42,572.31	70,096.89	44,050.00	46,500.00	2,450.00	5.56
	Charges for Services Totals	\$1,785,898.77	\$1,059,617.61	\$1,531,361.81	\$1,509,115.00	\$1,665,939.00	\$156,824.00	10.39%
	Miscellaneous							
47050	Donations	37,411.19	30,546.29	17,341.26	22,000.00	22,000.00	.00	.00
47060	Refunds	.00	179.00	239.63	.00	.00	.00	.00
47070	Insurance Reimbursements	3,620.00	.00	2,251.50	3,000.00	3,000.00	.00	.00
47080	Other Reimbursements	8,216.30	27,239.50	62,212.23	.00	.00	.00	.00



Budget Worksheet Report

Budget Year 2023

Account	Account Description	2019 Actual Amount	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2023 Budget Team Review	\$+/-	%+/-
Fund 201	Parks and Rec Non Reverting							
REVENUE								
Miscellaneous								
47110	Miscellaneous	.00	.00	1,419.00	5,100.00	5,100.00	.00	.00
47120	Sale of Property	.00	.00	598.50	.00	.00	.00	.00
47220	Non Rev Economic Development	4,560.00	3,645.00	8,547.00	4,000.00	4,000.00	.00	.00
47230	Gift Certificate	(1,615.00)	525.00	(1,140.00)	200.00	200.00	.00	.00
47240	EBT Market Bucks	3,931.50	3,051.26	(2,857.50)	.00	.00	.00	.00
47250	Grant - Other	9,490.06	245,272.98	52,584.78	.00	.00	.00	.00
47260	Sale of Scrap	1,364.01	409.80	1,961.70	2,000.00	1,000.00	(1,000.00)	(49.85)
47290	On Line Local Market	.00	(1,308.66)	.04	.00	.00	.00	.00
Miscellaneous Totals		\$66,978.06	\$309,560.17	\$143,158.14	\$36,300.00	\$35,300.00	(\$1,000.00)	(2.75%)
Other								
49990	Prior Year Voided Checks	251.43	463.17	1,152.00	1,000.00	1,000.00	.00	.00
Other Totals		\$251.43	\$463.17	\$1,152.00	\$1,000.00	\$1,000.00	\$0.00	0.00%
REVENUE TOTALS		\$1,913,653.87	\$1,465,565.31	\$1,751,516.86	\$1,549,115.00	\$1,704,839.00	\$155,724.00	10.05%
EXPENSE								
Personnel Services								
51110	Salaries and Wages - Regular	87,486.73	94,383.68	85,302.05	52,447.98	53,463.54	1,015.56	1.93
51120	Salaries and Wages - Temporary	265,045.16	263,989.44	287,991.28	387,370.69	441,315.40	53,944.71	13.92
51130	Salaries and Wages- Overtime	390.40	.00	287.91	.00	.00	.00	.00
51210	FICA	33,368.82	27,290.96	29,098.69	33,645.81	37,820.92	4,175.11	12.38
51220	PERF	12,478.37	13,263.95	12,153.69	7,447.18	7,576.14	128.96	1.72
51230	Health and Life Insurance	27,125.28	27,627.64	27,183.52	14,316.12	13,556.92	(759.20)	(5.30)
51320	Other Personal Services -DC Match	.00	.00	.00	.00	789.88	789.88	.00
Personnel Services Totals		\$425,894.76	\$426,555.67	\$442,017.14	\$495,227.78	\$554,522.80	\$59,295.02	11.97%
Supplies								
52110	Office Supplies	71.95	59.66	75.00	2,300.00	3,600.00	1,300.00	56.25
52210	Institutional Supplies	16,389.58	16,953.25	14,888.88	17,150.00	35,650.00	18,500.00	107.74
52220	Agricultural Supplies	44,543.93	66,981.66	750.14	6,600.00	6,600.00	.00	.00
52230	Garage and Motor Supplies	400.00	598.22	.00	.00	.00	.00	.00
52240	Fuel and Oil	644.43	188.10	655.00	201.00	695.00	494.00	229.76
52310	Building Materials and Supplies	5,291.10	9,215.69	6,754.41	47,310.00	14,250.00	(33,060.00)	(69.84)
52330	Street , Alley, and Sewer Material	160,630.50	119,246.75	156,400.81	179,000.00	212,000.00	33,000.00	18.43
52340	Other Repairs and Maintenance	3,939.69	4,074.57	.00	5,900.00	4,600.00	(1,300.00)	(21.95)
52420	Other Supplies	101,658.30	109,609.54	84,262.46	97,400.00	114,547.00	17,147.00	17.59



Budget Worksheet Report

Budget Year 2023

Account	Account Description	2019 Actual Amount	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2023 Budget Team Review	\$+/-	%+/-
Fund 201	Parks and Rec Non Reverting							
	EXPENSE							
	Supplies							
52430	Uniforms and Tools	22,106.59	11,880.39	12,331.04	23,255.00	24,652.00	1,397.00	6.00
	Supplies Totals	\$355,676.07	\$338,807.83	\$276,117.74	\$379,116.00	\$416,594.00	\$37,478.00	9.89%
	Other Services and Charges							
53110	Engineering and Architectural	.00	14,972.25	.00	.00	.00	.00	.00
53140	Exterminator Services	442.32	502.32	465.60	668.00	668.00	.00	.00
53150	Communications Contract	411.28	308.46	411.28	800.00	500.00	(300.00)	(37.45)
53160	Instruction	5,701.74	2,691.50	3,601.00	9,035.00	7,865.00	(1,170.00)	(12.92)
53170	Mgt. Fee, Consultants, and Workshops	.00	.00	2,070.00	1,800.00	2,800.00	1,000.00	55.18
53210	Telephone	933.18	908.26	1,143.38	1,350.00	1,450.00	100.00	7.37
53230	Travel	7,059.47	2,511.93	2,593.10	14,960.00	13,580.00	(1,380.00)	(9.21)
53310	Printing	13,538.05	6,933.71	3,663.21	8,625.00	8,125.00	(500.00)	(5.78)
53320	Advertising	973.54	4,133.08	2,923.48	10,700.00	7,960.00	(2,740.00)	(25.56)
53410	Liability / Casualty Premiums	16,019.06	18,422.00	17,422.00	18,422.00	18,422.00	.00	.00
53510	Electrical Services	46,958.32	4,422.29	4,880.11	5,000.00	20,100.00	15,100.00	301.75
53530	Water and Sewer	7,949.77	9,188.07	7,520.85	9,700.00	10,300.00	600.00	6.18
53540	Natural Gas	8,340.84	7,330.13	10,317.91	7,000.00	7,000.00	.00	.00
53610	Building Repairs	17,385.80	76,220.14	26,597.07	13,300.00	19,675.00	6,375.00	47.88
53620	Motor Repairs	.00	.00	.00	.00	2,932.00	2,932.00	.00
53630	Machinery and Equipment Repairs	.00	316.92	130.00	6,700.00	7,600.00	900.00	13.40
53650	Other Repairs	5,103.37	9,745.00	2,860.21	17,200.00	28,800.00	11,600.00	67.38
53720	Building Rental	3,653.50	133.49	.00	.00	.00	.00	.00
53730	Machinery and Equipment Rental	13,440.56	1,115.27	1,138.00	7,125.00	4,700.00	(2,425.00)	(33.98)
53750	Rentals - Other	.00	.00	.00	500.00	.00	(500.00)	(99.20)
53810	Principal	350,000.00	244,043.76	365,000.00	380,000.00	395,000.00	15,000.00	3.94
53820	Interest	125,962.52	237,693.76	109,012.52	94,212.00	94,212.00	.00	.00
53830	Bank Charges	29,615.90	22,791.02	25,951.40	26,185.00	27,485.00	1,300.00	4.96
53840	Lease Payments	275,575.93	283,060.30	133,798.86	132,819.00	135,299.00	2,480.00	1.86
53910	Dues and Subscriptions	19,986.06	7,042.27	13,137.47	11,200.00	11,200.00	.00	.00
53920	Laundry and Other Sanitation Services	.00	.00	.00	1,250.00	250.00	(1,000.00)	(79.49)
53940	Temporary Contractual Employee	114,775.52	60,140.13	75,725.00	63,000.00	93,800.00	30,800.00	48.87
53950	Landfill	3,498.48	2,912.35	2,966.40	3,500.00	3,800.00	300.00	8.55



Budget Worksheet Report

Budget Year 2023

Account	Account Description	2019 Actual Amount	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2023 Budget Team Review	\$+/-	%+/-
Fund 201 - Parks and Rec Non Reverting								
EXPENSE								
	Other Services and Charges							
53960	Grants	.00	.00	100.00	.00	.00	.00	.00
53990	Other Services and Charges	227,733.99	211,702.13	281,172.19	172,277.00	169,755.00	(2,522.00)	(1.46)
	Other Services and Charges Totals	\$1,295,059.20	\$1,229,240.54	\$1,094,601.04	\$1,017,328.00	\$1,093,278.00	\$75,950.00	7.47%
	Capital Outlays							
54420	Purchase of Equipment	.00	.00	8,910.30	.00	.00	.00	.00
54440	Motor Equipment	.00	84,313.74	.00	.00	.00	.00	.00
54450	Equipment	.00	44,767.87	109.97	.00	.00	.00	.00
54510	Other Capital Outlays	110,000.00	360.03	.00	.00	.00	.00	.00
	Capital Outlays Totals	\$110,000.00	\$129,441.64	\$9,020.27	\$0.00	\$0.00	\$0.00	+++
	EXPENSE TOTALS	\$2,186,630.03	\$2,124,045.68	\$1,821,756.19	\$1,891,671.78	\$2,064,394.80	\$172,723.02	9.13%
Fund 201 - Parks and Rec Non Reverting Totals								
	REVENUE TOTALS	\$1,913,653.87	\$1,465,565.31	\$1,751,516.86	\$1,549,115.00	\$1,704,839.00	\$155,724.00	10.05%
	EXPENSE TOTALS	\$2,186,630.03	\$2,124,045.68	\$1,821,756.19	\$1,891,671.78	\$2,064,394.80	\$172,723.02	9.13%
Fund 201 - Parks and Rec Non Reverting Totals		(\$272,976.16)	(\$658,480.37)	(\$70,239.33)	(\$342,556.78)	(\$359,555.80)	(\$16,999.02)	4.96%
	Net Grand Totals							
	REVENUE GRAND TOTALS	\$1,913,653.87	\$1,465,565.31	\$1,751,516.86	\$1,549,115.00	\$1,704,839.00	\$155,724.00	10.05%
	EXPENSE GRAND TOTALS	\$2,186,630.03	\$2,124,045.68	\$1,821,756.19	\$1,891,671.78	\$2,064,394.80	\$172,723.02	9.13%
	Net Grand Totals	(\$272,976.16)	(\$658,480.37)	(\$70,239.33)	(\$342,556.78)	(\$359,555.80)	(\$16,999.02)	4.96%



STAFF REPORT

Agenda Item: C-2
Date: 12/7/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Holly Warren, Assistant Director for the Arts, Economic and Sustainable Development
DATE: December 13, 2022
SUBJECT: APPROVAL OF AMENDMENT TO CONTRACT FOR ROGERS FAMILY
PARK SCULPTURE INSTALLATION

Recommendation

Staff recommends approval of an increase to the overall budget for the Rogers Family Park sculpture Fleet/ing from \$25,000 to \$32,844.50. The difference in funds (\$7,844.50) will be funded from the arts budget, account 101-01-04000-53990.

Background

As part of the Rogers Family's 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. The contract with the artist to complete the sculpture within a budget of \$25,000 was approved by the Parks Department in September 2022. The budget for the project has since increased to \$32,844.50 because of the increased cost of concrete and the inclusion of LED lights to illuminate the sculpture.

RESPECTFULLY SUBMITTED,

Holly Warren
Assistant Director for the Arts
Economic and Sustainable Development

2021-January



STAFF REPORT

Agenda Item: C-3

Date: 12/7/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Hsiung Marler, Switchyard Park General Manager
DATE: December 13, 2022
SUBJECT: SWITCHYARD PARK MOWING CONTRACT EXTENSION – GREEN
DRAGON LAWCARE

Recommendation

Staff recommends approval for an addendum to the 2022 agreement to extend the scope of the agreement through 2023 at the same rate.

Funding Source: 200-18-189006-53610

Background

Parks entered into an agreement with Green Dragon Lawncare Inc. in March 2022 to mow specified areas of Switchyard Park for the 2022 calendar year at a rate of \$990 per cycle for approximately 26-30 cycles with a not to exceed amount of \$27,720. The total area to be mowed per cycle is approximately 15.6384 acres.

Staff is satisfied with the work done by Green Dragon. Green Dragon has agreed to the same price structure for 2023.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "H Marler", is positioned above a horizontal line.

Hsiung Marler, Switchyard Park General Manager

**RENEWAL AGREEMENT
BETWEEN CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND GREEN DRAGON LAWN CARE**

WHEREAS, the City of Bloomington Department of Parks and Recreation ("Department") and Green Dragon Lawn Care ("Contractor") entered into their *Agreement Between City of Bloomington Parks and Recreation Department and Green Dragon Lawn Care for Mowing and Trimming Services at Switchyard Park* ("Original Agreement") on or about March 22, 2022. A copy of the Original Agreement is attached as "Renewal Exhibit C."

WHEREAS, The Original Agreement expired on October 31, 2022.

WHEREAS, The Department and Contractor wish to renew the Original Agreement pursuant to the terms outlined in this *Renewal Agreement Between City of Bloomington Parks and Recreation Department and Green Dragon Lawn Care* ("Renewal Agreement"). Contractor has been provided with advanced written notice of the Department's intent to renew.

NOW, THEREFORE, intending to be legally bound, the Department and the Contractor agree as follows:

1. Article 1 of the Original Agreement, titled "Scope of Services, is repealed and replaced with the following language:

Contractor shall provide the Services as specified in Renewal Exhibit A, titled "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, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

2. Article 6 of the Original Agreement, titled "Schedule," shall be repealed and replaced with the following language:

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

3. Exhibit A of the Original Agreement shall be repealed and replaced with the attached, "Renewal Exhibit A."

4. Exhibits B of the Original Agreement shall be repealed and replaced with the attached, "Renewal Exhibit B."

5. All unmodified articles, terms, conditions, and exhibits in the Original Agreement are hereby incorporated into this Renewal Agreement by reference, and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be executed this _____ day of _____, 2022.

CITY OF BLOOMINGTON

GREEN DRAGON LAWN CARE

Paula McDevitt, Director
Parks and Recreation Department

Brian Obery

RENEWAL EXHIBIT A

Scope of Work

See the attached Exhibit D, titled "2022 RFQ for Mowing and Trimming Services for Switchyard Park."

RENEWAL EXHIBIT B

Project Schedule

See the attached Exhibit D, titled “2022 RFQ for Mowing and Trimming Services for Switchyard Park.”

RENEWAL EXHIBIT C

CONTRACT COVER MEMORANDUM

TO: Beth Cate, Corporation Counsel
FROM: Paula McDevitt, Administrator
DATE:
RE:

Contract Recipient/Vendor Name:	Green Dragon Lawncare Inc.
Department Head Initials of Approval:	PM
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Becky Higgins
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Daniel Dixon
Record Destruction Date: <i>(Legal to fill in)</i>	2033
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	22-103
Due Date For Signature:	Friday Before Park Board Meeting: 3/18/22
Expiration Date of Contract:	12/31/2022
Renewal Date for Contract:	12/31/2022
Total Dollar Amount of Contract:	\$27,720
Funding Source:	200-18-189006-53610 Building Repairs
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	Vendor #5187
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

Agreement with Green Dragon Lawncare for a contract to mow specified areas of Switchyard Park for the 2022 calendar year.

**AGREEMENT BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND GREEN DRAGON LAWN CARE INC.
FOR MOWING AT SWITCHYARD PARK**

This Agreement, entered into on this 22 day of March, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Green Dragon Lawn Care Inc. ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to contract the mowing of Switchyard Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform mowing of approximately 15.6384 acres (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 Hsiung Marler as the Department's Project Manager or designee. 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 \$990 per mowing cycle and a total agreement amount of Twenty Seven Thousand and Seven Hundred Twenty dollars (\$27,720.00). Due to the nature of the work there is no guaranteed minimum on the number of mowing cycles per year. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Hsiung Marler
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be

performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Green Dragon Lawn Care Inc.
Attn: Hsiung Marler	ATTN: Brian Obery, President
401 N. Morton, Suite 250	P.O. Box 296
Bloomington, Indiana 47402	Clear Creek, Indiana 47426

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.

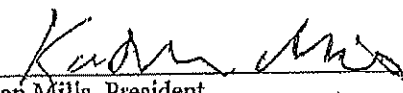
CITY OF BLOOMINGTON

GREEN DRAGON LAWN CARE, INC.


Beth Cate, Corporation Counsel


Brian Obery, President


Paula McDevitt, Director
Parks and Recreation Department


Kathleen Mills, President,
Board of Park Commissioners

City of Bloomington	Green Dragon Lawn Care Inc.
Attn: Hsiung Marler	ATTN: Brian Obery, President
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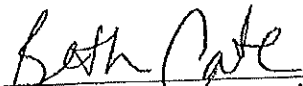
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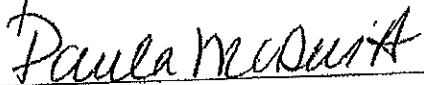
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

GREEN DRAGON LAWN CARE, INC


Beth Cate, Corporation Counsel

Brian Obery, President


Paula McDevitt, Director
Parks and Recreation Department

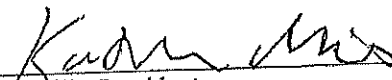

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

"Scope of Work"

The Services shall include the following:

See separate 2022 REQUEST FOR QUOTES, MOWING AND TRIMMING SERVICES FOR SWITCHYARD PARK

EXHIBIT B

"Project Schedule"

See separate 2022 REQUEST FOR QUOTES, MOWING AND TRIMMING SERVICES FOR SWITCHYARD PARK

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the PRESIDENT of GREEN DRAGON LAWN CARE
(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]
Signature
BRIAN OBERY
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 4th day of April, 2022.

Hannah Booth My Commission Expires: 10/14/29 HB
Notary Public's Signature

HANNAH BOOTH County of Residence: MONROE
Printed Name of Notary Public

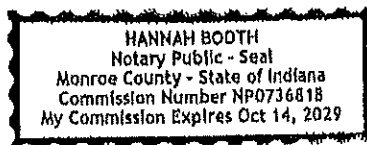


EXHIBIT D

STATE OF INDIANA)
COUNTY OF MONROE) SS:

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 4th day of April, 2022.

Green Dragon Lawncare, Inc.

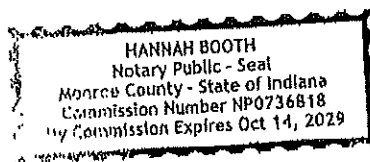
By: [Signature]
Signature
BRIAN OBERY
Printed Name

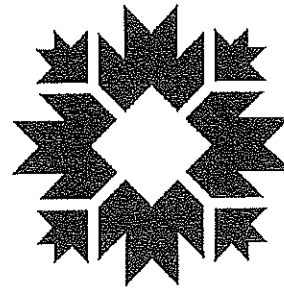
STATE OF INDIANA)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 4th day of April, 2022.

[Signature] My Commission Expires: 10/14/29
Notary Public's Signature

HANNAH BOOTH County of Residence: Monroe
Printed Name of Notary Public





CITY OF BLOOMINGTON
Parks and Recreation

**2022
REQUEST FOR QUOTES**

**MOWING AND
TRIMMING SERVICES FOR
SWITCHYARD PARK**

**2022 REQUEST FOR QUOTES
MOWING AND TRIMMING SERVICES FOR SWITCHYARD PARK**

Release Date	January 21, 2022
Proposal Name	City of Bloomington Parks and Recreation 2022 Mowing and Trimming Services for Switchyard Park
Buyer	Hsiung Marler, Switchyard Park General Manager, City of Bloomington Parks and Recreation
Buyer Contact Information	812-349-3964 marlerh@bloomington.in.gov
Pre-Proposal Conference	<p>Date: February 10, 2022 at 11:00 AM Eastern Time Location: Switchyard Park Pavilion indoor event space, 1601 S Rogers St., Bloomington, IN 47405.</p> <p>Vendors will be given the opportunity to ask questions, receive clarification, or obtain a greater understanding of the services required prior to bid submission. Meeting is not required, but attendance is encouraged. Face mask required. A tour of the park will be available at the end of the meeting.</p>
Written Questions Due	Date: February 14, 2022 at 12:00 PM Eastern Time by email to the buyer.
Proposal Delivery Due Date and Time (Eastern Time)	<p>March 3, 2022 no later than 12:00 PM Eastern Time</p> <p>Delivery by email to buyer preferred.</p> <p>Delivery by U.S. Mail or in-person delivery to: Parks and Recreation ATTN: Hsiung Marler 401 N Morton St, Suite 250 Bloomington, IN 47402</p>
Proposal Opening Time	March 3, 2022 at 12:00 PM Eastern Time
Anticipated award of a contract will be made	March 22, 2022 at the meeting of the Board of Park Commissioners.

IMPORTANT: Proposal must be received, and stamped (if delivered in-person or via mail) by the stated deadline. The City will not make any exceptions due to failure or delay of the U.S. Postal Service or any other delivery service or method. Vendor(s) are strongly encouraged to take any steps necessary to ensure that quote is received on time.

The City will not consider any proposal received after the official deadline.

IMPORTANT: You must have an approved Affirmative Action Plan on file a minimum of 24 hours prior to the quote opening for your quote to be considered.

IMPORTANT: This contract will be subject to City of Bloomington Living Wage Ordinance requirements that may apply to your company. Information can be found at www.bloomington.in.gov/livingwage

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I. PURPOSE

The City of Bloomington Parks and Recreation is requesting quotes from qualified and experienced landscapers for the mowing and trimming of identified areas at Switchyard Park, Bloomington, Indiana during 2022.

II. SPECIFICATIONS AND QUOTE REQUIREMENTS

The City of Bloomington, Parks and Recreation Department, requests quotations from qualified vendors for Mowing and Trimming Services at Switchyard Park, Bloomington, Indiana.

The City of Bloomington, Board of Park Commissioners will make the contract award and reserves the right to accept or reject any or all proposals. Contract award(s) is/are dependent upon the execution of mutually acceptable contract(s) with the successful Contractor(s).

The term of this contract shall be for one year with the option to renew for two more terms (three year maximum) under exact terms of original contract. The time period for these services shall begin on or about April 1, 2022 and terminate on or about November 1, 2022.

A. Inspection of Locations

Before submitting a quote, Contractors are encouraged to examine all the locations specified herein where mowing services are to be performed. The Contractor is solely responsible for becoming familiar with existing conditions at the specified sites under which they would be obliged to operate. The Contractor is also responsible for reporting any conditions they find that may affect the work specified under this contract. Changes to the Scope of Work, or Technical Specifications will be made only prior to signing of the Agreement. No changes to contractual obligations shall be made after the Agreement is signed.

B. General Conditions and Scope of Work

1. Mowing location lists are provided in this packet. They are detailed on the Mowing Quote Forms in Section 5.
2. Work performed by the Contractor shall involve approximately twenty-six (26) weekly mowing cycles and approximately seven (7) monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the Switchyard Park General Manager or their designee. Typically they will be every seven (7) to ten (10) days, depending on weather conditions.
4. No guaranteed minimum or maximum number of mowing cycles is either stated or implied. At their discretion, the Switchyard Park General Manager or their designee, reserve the right to increase,

suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.

5. Contractors are required to provide a cost quote for each mowing cycle at each specified location. Quotes submitted which do not provide a cost for each mowing cycle and location will be deemed non-responsive and will be rejected.
6. Monthly invoices are to be submitted listing only the exact mowing and trimming services performed in the specified billing period. Payments will not be made on the weeks, months, or bi-monthly periods when work was not performed.
7. The Contractor shall communicate with the Switchyard Park General Manager or their designee, regarding hours, schedules, and any other conditions affecting performance of the work.
8. The Switchyard Park General Manager, or their designee, and the Contractor must mutually understand work priorities, maintenance methods and management techniques. Upon request and/or necessity, the Switchyard Park General Manager or their designee, will accompany the Contractor to work areas to further clarify or describe maintenance methods and procedures. All work described in this Agreement shall be performed under the guidance of the Switchyard Park General Manager or their designee, and subject to their approval.
9. The Contractor may perform the work at any time, or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances, or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>.
10. The Switchyard Park General Manager or their designee, may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least one week prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.
11. All work performed by the Contractor shall be subject to inspection at any time. If the work is found to be unsatisfactory to the Switchyard Park General Manager or their designee, an "unacceptable" condition will exist. The process and consequences for an unacceptable condition are detailed in Section G of this document.

C. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and woody debris (i.e. tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall be collected and disposed of properly by the Contractor. All litter and woody debris collected in regards to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.

2. Typically the amount of litter and woody debris is minimal and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the Switchyard Park General Manager, or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extents (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement are in question, the Switchyard Park General Manager, or their designee, will make the final determination.
4. Grass shall be cut to a height of three point five (3.5) to five (5) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All fences (chain link, wood, etc.) require complete removal of vegetation from beneath the fence line.
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed by the Contractor.
9. Contractors equipment shall not be permitted in any mulch bed or landscaped area of any type. This includes traversing the mulch bed while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be edged to remove any overgrowth of turf and/or weeds. Note- herbicide usage by the Contractor is prohibited (see #15). Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on park activities. Parking lot curbs and street edges are expected to be maintained regularly.
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on soft hillsides or areas where rutting of the sod might result. Work in these areas shall be rescheduled when dry conditions permit, or be string trimmed to prevent rutting of the turf.
13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it and is not permitted.

14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.
15. No use of herbicides around playgrounds, aquatic features, or dog park enclosures will be permitted. Herbicide use in any other area requires the prior approval of the City Landscaper or their designee. See Integrated Pest Management Policy for more information.
16. If the Contractor notices any vandalism, or damage of any kind to turf, trees, bushes or any amenity located in the park area, or within of the extents of any contractually mowed area, they shall be reported to the Switchyard Park General Manager or their designee, as soon as possible.
17. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the City Landscaper, Urban Forester, or their designee.
18. Extreme caution is to be used when mowing and trimming around trees. Mower decks are to remain at least 12 inches from the base of all trees. See below Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.
19. Mowing patterns shall vary to encourage healthy growth patterns and proper turf care.

D. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the contracted work. The Contractor shall provide a sufficient number of operators and equipment to insure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupation Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc. shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the Switchyard Park General Manager or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

E. Personnel

The Contractor's personnel shall, at all times, present a neat appearance, and perform all mowing services in a safe manner and with courtesy to the recreating public. The Switchyard Park General Manager, or their designee, and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees in performing the work specified in this Agreement. The Contractor shall assume sole responsibility for the performance of their employees and shall address any concerns promptly and to the satisfaction of the Switchyard Park General Manager, or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the Switchyard Park General Manager, or their designee, may issue directives, and who shall accept and act upon such directives.

F. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50) feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws and ordinances shall be strictly observed. The Switchyard Park General Manager, or their designee, will require the Contractor to immediately discontinue all hazardous work practices upon verbal, or written, notice.

It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

G. Default for Unacceptable Conditions

Should an inspection by the Switchyard Park General Manager, or their designee, reveal that the Contractor's work results in any unacceptable maintenance condition:

1. The Switchyard Park General Manager, or their designee, at the time of the first incident shall call a meeting with the Contractor to review the concern.
2. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.
3. A third unacceptable condition, or a violation of the terms and conditions of the Agreement may result in termination of the agreement.

In the event the City of Bloomington has to take action to correct an unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense, or reimburse the City for the cost of the repairs or replacement.

Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars (\$ 75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be assessed in the form of a reduction in the monthly contractual payment. At the Contractor's request the Switchyard Park General Manager, or designee, will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor and the Switchyard Park General Manager, or designee, would determine and document any damage that already exists prior to Contractor beginning work.

H. Qualification of Contractors

The following factors will be used to evaluate Contractor qualifications.

1. Must maintain a permanent, stable and reputable place of business.
2. Reputation for and maintenance of adequate facilities and equipment necessary to perform the project work properly, expeditiously and in compliance with generally accepted standards for quality, skill. The Switchyard Park General Manager, or their designee, has the right to inspect all equipment and materials which would be used in carrying out the terms of the contract. Any equipment or materials that does not comply with the terms of the contract may be rejected by the City of Bloomington.
3. Suitable and reputable financial status necessary to meet obligations incidental to performing work under the Contract; and
4. Appropriate technical experience. A determination of whether a Contractor is responsible includes but is not limited to consideration of ability to perform the work, as well as the skill, ability, judgment, experience and integrity necessary to do faithful, conscientious work, and to fulfill the terms of the contract. No Contractor will be acceptable if engaged in any other work or project, which impairs the Contractor's ability to finance or perform this Contract, or to provide proper equipment for the proper execution of this Contract.

I. Verification of Qualifications

Each Contractor shall submit a Statement of the Contractors Qualification, experience in performing and completing the type of work embraced herein, the organization and equipment available for the work contemplated, and when specifically requested by the City of Bloomington, a detailed financial statement and personnel available. The City of Bloomington shall have the right to take such steps as it deems necessary to determine the responsibility and ability of the Contractor to perform project obligations and Contractor shall furnish references as well as any other pertinent information when requested.

J. Submittal Requirements

1. Affirmative Action Plan.

An approved Affirmative Action Plan must be on file a minimum of 24 hours prior to the quote opening for a quote to be considered.

2. Insurance Requirements.

The Contractor shall, as a prerequisite to this Agreement, purchase and maintain during the duration of this Agreement such insurance as will protect him/her from the claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by the Contractor or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

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

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

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

3. Inventory / list of mowing equipment.

List of equipment that Contractor plans to use. This shall include equipment currently in inventory, and equipment Contractor plans to obtain to fulfill contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

4. References.

Contractor will provide at least two references. These references shall be current or former customers.

5. Professional Experience.

Contractor will provide details on years of experience in lawn care business, whether customers were primarily residential or commercial, and typical sizes of area maintained.

6. Mowing Quote Form.

Prices quoted by Contractor will be listed on the Mowing Quote Forms (Primary and Alternate Locations) provided in Section 5 of this packet.

K. Contract Award

The City of Bloomington, Board of Park Commissioners will make the contract award and reserves the right to accept or reject any or all proposals. Contract award(s) is/are dependent upon the execution of mutually acceptable contract(s) with the successful Contractor(s). The contract award will be voted on by the Board at their February 23, 2021 meeting.

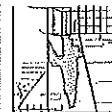
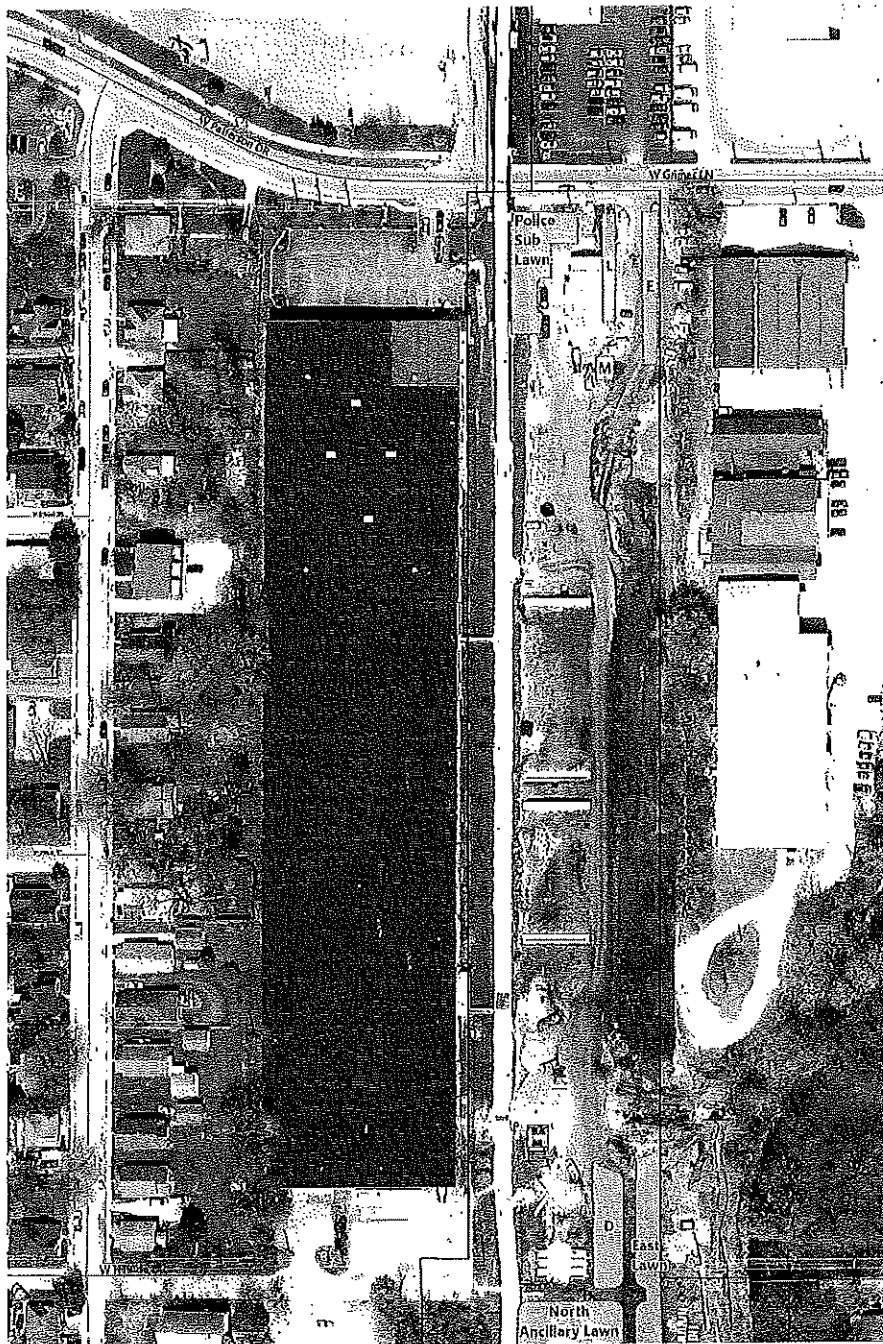
III. MAPS OF PROPOSED LOCATIONS/SCOPE

Map Key and Square Footage

Areas in yellow on the maps indicate mow areas.

ID	Park Name	Mow Area Name	Area Sq FT	Area Acres
257	Switchyard Park	Small Dog Park	57,747.2820	1.3257
258	Switchyard Park	Large Dog Park	134,675.0927	3.0917
259	Switchyard Park	A	4,932.4141	0.1132
260	Switchyard Park	B	8,215.3039	0.1886
261	Switchyard Park	Secondary Performance Lawn	95,277.4845	2.1873
262	Switchyard Park	C	15,705.1140	0.3605
263	Switchyard Park	Main Stage Lawn	126,396.2189	2.9017
264	Switchyard Park	East Lawn	60,265.4540	1.3835
265	Switchyard Park	North Ancillary Lawn	29,793.4836	0.6840
266	Switchyard Park	South Ancillary Lawn	29,914.4018	0.6867
267	Switchyard Park	D	3,168.6349	0.0727
268	Switchyard Park	E	1,972.9379	0.0453
269	Switchyard Park	Police Sub Lawn	4,361.6623	0.1001
270	Switchyard Park	F	483.9059	0.0111
271	Switchyard Park	G	137.0531	0.0031
272	Switchyard Park	H	145.8053	0.0033
273	Switchyard Park	Pavilion Lawn	17,350.1752	0.3983
274	Switchyard Park	I	1,340.1549	0.0308
275	Switchyard Park	J	2,034.5871	0.0467
276	Switchyard Park	K	728.4673	0.0167
277	Switchyard Park	L	1,235.9281	0.0284
278	Switchyard Park	M	361.0067	0.0083
279	Switchyard Park	N	7,533.8296	0.1730
280	Switchyard Park	O	476.5730	0.0109
281	Switchyard Park	Dog Park Knoll	14,436.5477	0.3314
282	Switchyard Park	P	3,815.8336	0.0876
283	Switchyard Park	Q	2,716.5071	0.0624
284	Switchyard Park	R	2,446.1501	0.0562
285	Switchyard Park	S	2,885.4811	0.0662

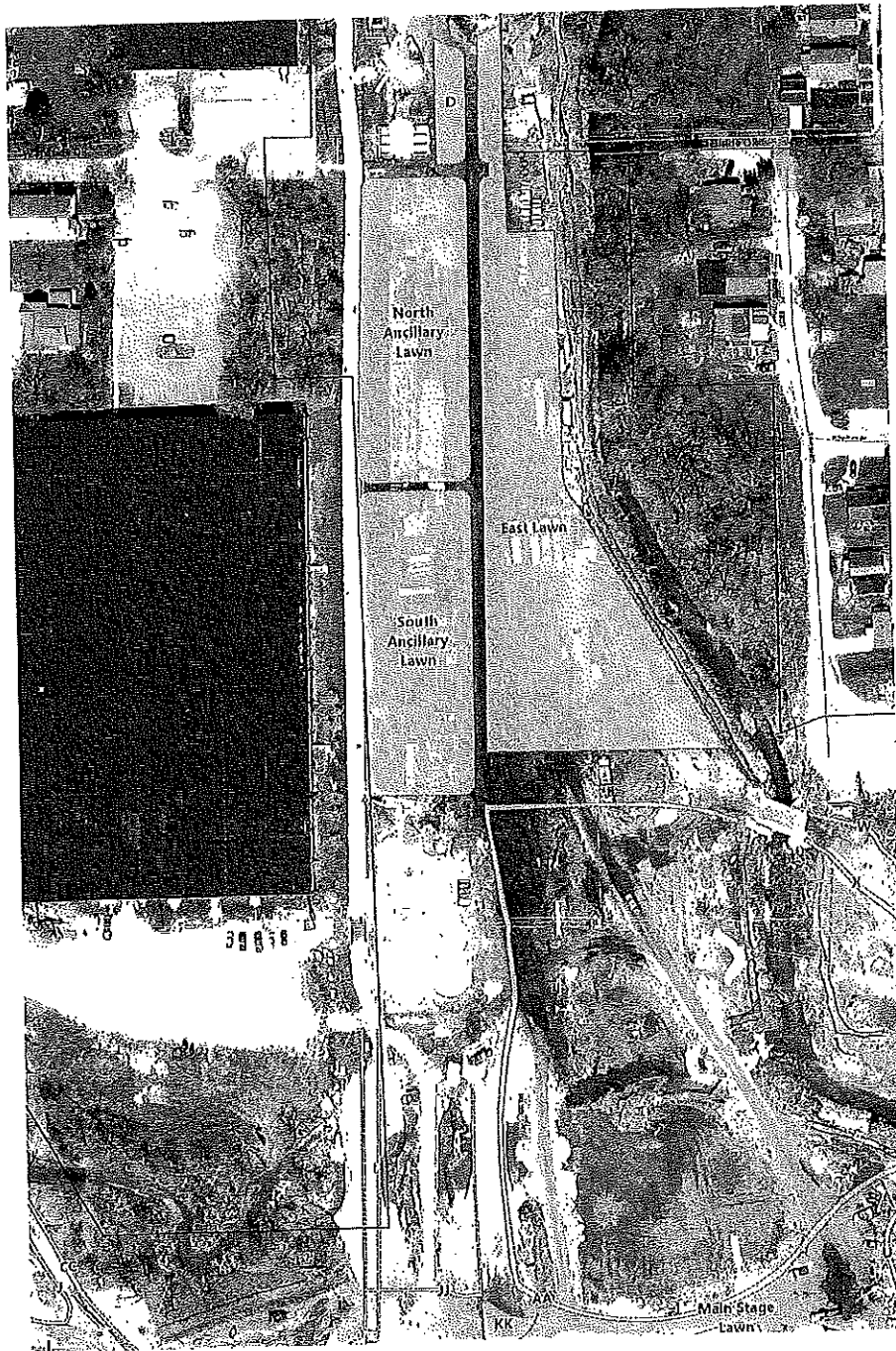
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287	Switchyard Park	U	1,533.1859	0.0352
288	Switchyard Park	V	1,413.2932	0.0324
289	Switchyard Park	W	2,876.6763	0.0660
290	Switchyard Park	X	2,212.0611	0.0508
291	Switchyard Park	Y	594.0363	0.0136
292	Switchyard Park	Z	681.8873	0.0157
293	Switchyard Park	AA	5,302.0887	0.1217
294	Switchyard Park	BB	3,025.4362	0.0695
295	Switchyard Park	CC	1,047.6327	0.0241
296	Switchyard Park	DD	2,227.4810	0.0511
297	Switchyard Park	EE	987.2859	0.0227
298	Switchyard Park	FF	440.9229	0.0101
299	Switchyard Park	GG	1,540.9532	0.0354
300	Switchyard Park	HH	984.7307	0.0226
301	Switchyard Park	II	847.8689	0.0195
302	Switchyard Park	JJ	2,155.7441	0.0495
303	Switchyard Park	KK	1,304.3524	0.0299
304	Switchyard Park	LL	2,399.1947	0.0551
305	Switchyard Park	MM	879.6669	0.0202
306	Switchyard Park	NN	1,483.0262	0.0340
307	Switchyard Park	OO	15,915.5830	0.3654
Totals			681,207.0387	15.6384



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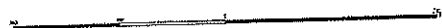
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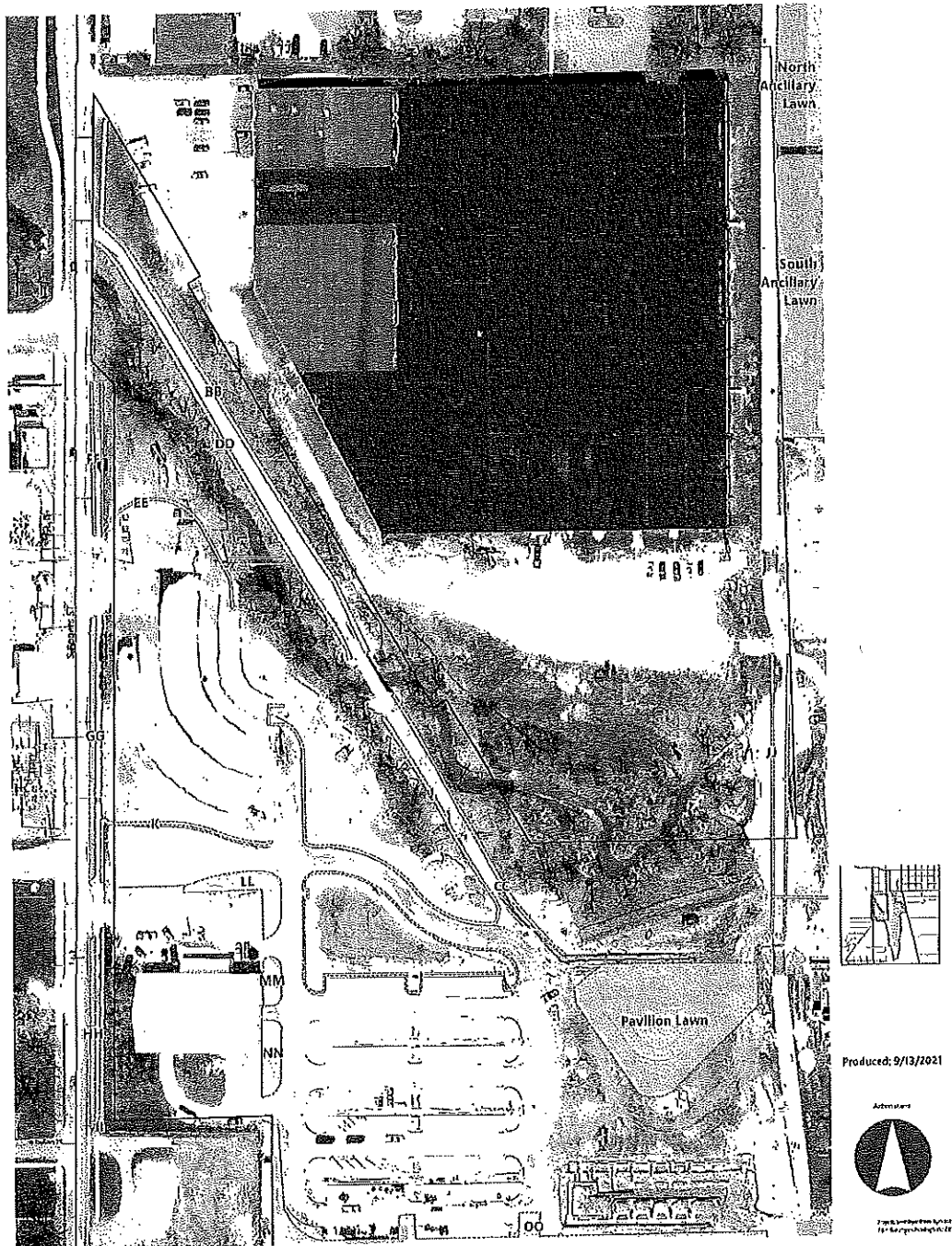


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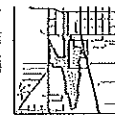
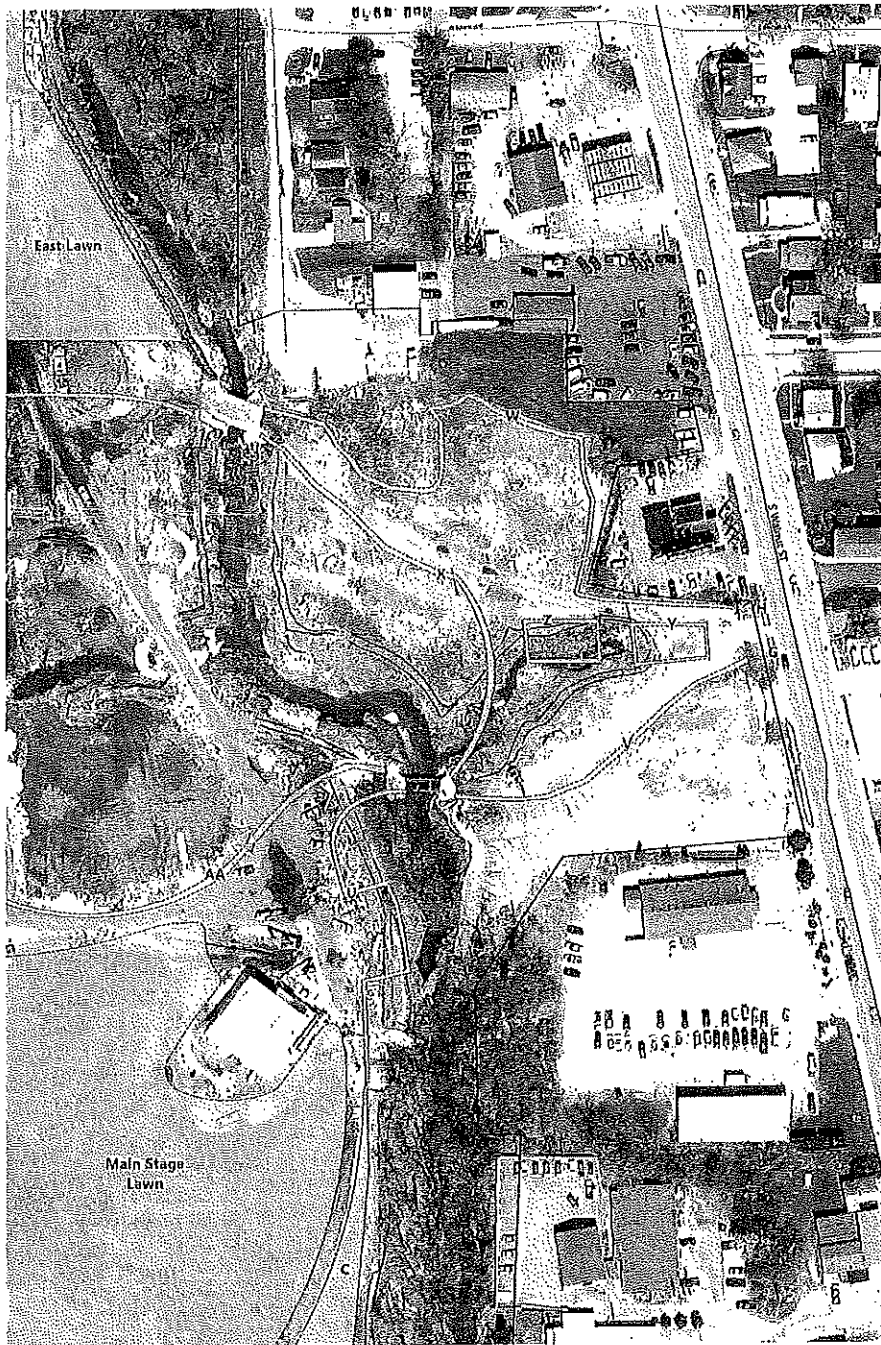
Author: [illegible]



7 inch by 11 inch map sheet
18 inch by 24 inch map sheet



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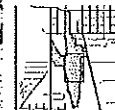
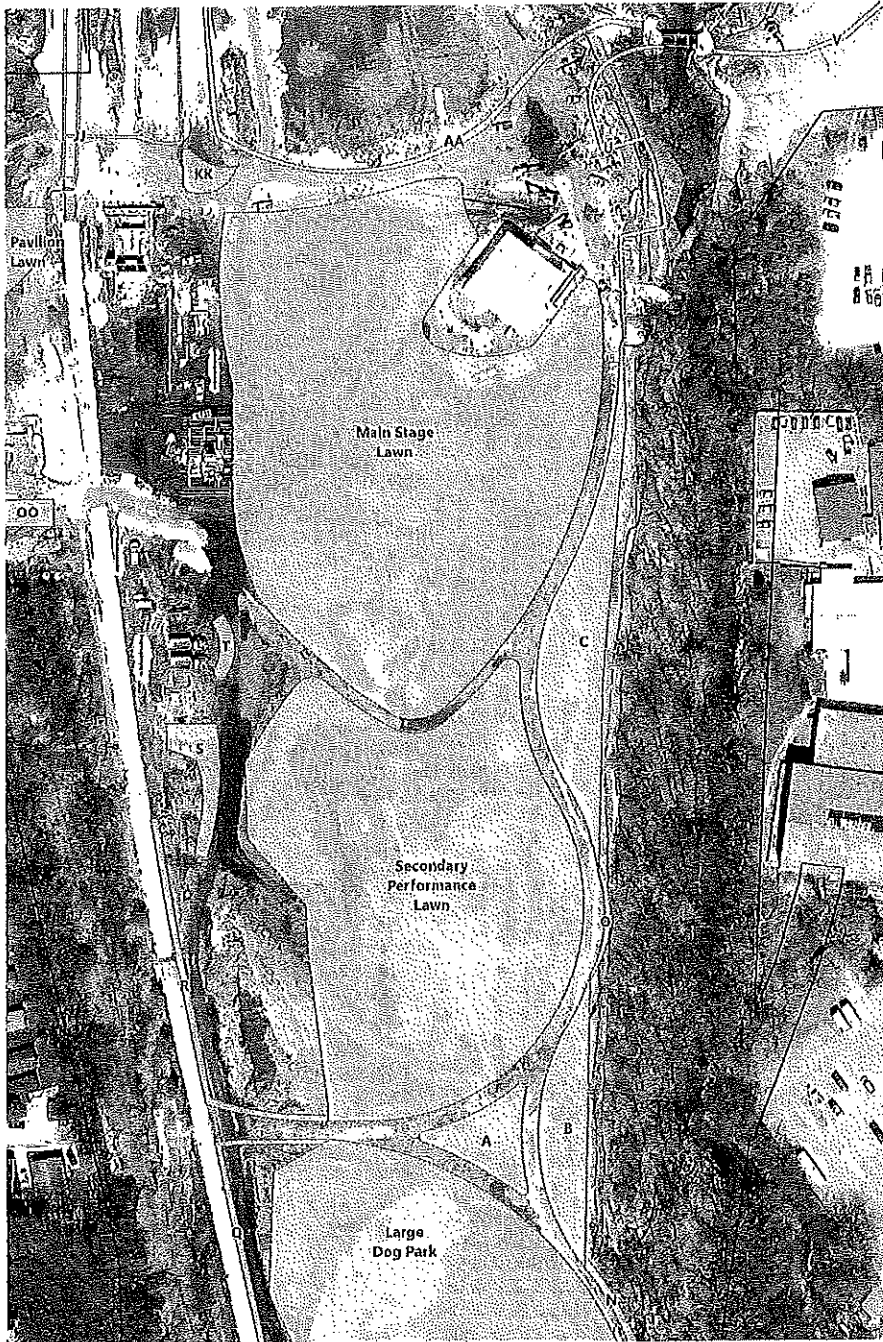


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Authors: [illegible]



It is not intended to be used for any other purpose.

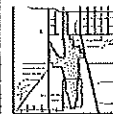
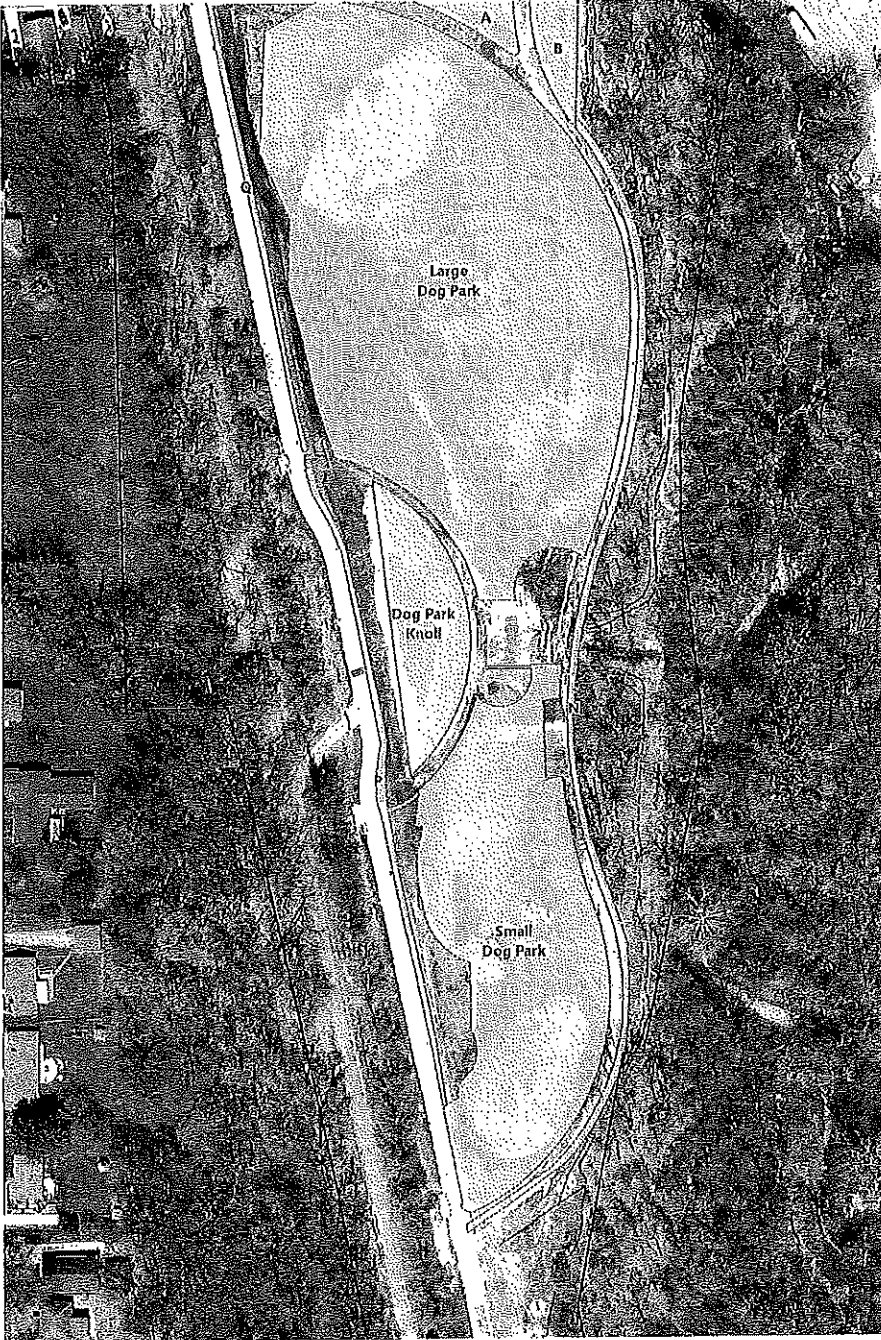


Produced: 9/13/2021



City of Bloomington, Indiana
2021 Aerial Photography





Produced: 9/13/2021



2019 Aerial
City of Bloomington, Indiana

IV. AFFIRMATIVE ACTION PLAN REQUIREMENTS AND CITY OF BLOOMINGTON LIVING WAGE ORDINANCE

Updated January 1, 2021

To: Prospective Bidders/Vendors

RE: Affirmative Action, Harassment Policy, Living Wage Ordinance and Drug Testing Policy

FROM: Barbara E. McKinney, Human Rights Director/ Contract Compliance Officer

AFFIRMATIVE ACTION: All bidders and vendors with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to my office. This plan must insure applicants and employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status and/or housing status.

Even if your company already has a plan on file with the City, you must check with me to make sure it complies with our current requirements, including having a workforce breakdown form that is no more than six months out of date. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to me at least twenty-four hours before the bid, quote or proposal deadline. You must submit your plan to me separately from your bid or quote. Twenty-four hours will give me sufficient time to review your and the other plans. I recommend you submit your affirmative action plan to me earlier, if possible, so you and I will have time to work out any problems that may be in your plan. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification.

I strongly advise you to confirm with me that I have received your plan and that it meets our requirements well before the submittal deadline. We will make every effort to work with you to clear up any problems. However, it remains your responsibility to confirm that I have received your plan and that it complies with our requirements. If you fail to confirm that I received and approved your plan, you risk losing your eligibility to submit a bid or quote. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must insure all of the required protected classes listed above are included in your plan. In addition to other requirements, your plan MUST include a current workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

1. A workforce breakdown form. You MUST submit a workforce breakdown form (sometimes called a "utilization report") with your affirmative action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may submit a copy of that form instead of using our form. Your workforce breakdown data cannot be more than six months old. Even if you already have an acceptable affirmative action plan on file with my office, you should submit a new workforce breakdown each time you bid for a city contract, to be sure we have up-to-date figures.
2. An affirmative action plan checklist. I will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If your plan omits any elements on the checklist, your plan will not be approved.
3. A sample affirmative action plan that you may amend and adapt as your own.

These documents may be useful if your company has not designed an affirmative action plan before. Feel free to adopt this plan as your own or to amend it to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from my office upon request.

HARASSMENT POLICY: All bidders and vendors required to submit an affirmative action plan now must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment, the name or title of the individual designated to receive and investigate complaints and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience as part of our attached model affirmative action plan, which you may amend and adapt as your own. **Please note that this harassment policy requirement is new, adopted by the Bloomington Common Council in June, 2019.**

LIVING WAGE: Also, please be aware that you may be required to comply with the Bloomington Living Wage Ordinance. Whether the LWO applies to your project depends upon the size and type of your project and the number of people you employ. If you have questions about the applicability of the LWO, click on the LWO flow chart at www.bloomington.in.gov/livingwage, or call me. For 2021, the living wage for covered employees is \$13.29 an hour.

DRUG TEST POLICY: Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit your company's written drug testing plan with your bid. Your plan must comply with I.C. 4-13-18-1. Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

If you have any questions, contact me at 812.349.3429 or email me at mckinneb@bloomington.in.gov. My office hours are Monday through Friday, 8-5.

Thank you.

Model Affirmative Action Plan and Harassment Policy

_____, declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement this affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively to this equal employment policy.

Responsible Officer

Mr. or Ms. _____ (or the _____ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- o posting notices on employee bulletin boards,
- o including our policy statement and plan in our personnel manual,
- o regularly sending out notices of our policy in paycheck envelopes, and/or
- o training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- o including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- o notifying employment agencies about our commitment, and
- o sending notice of our policy to unions.

Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall ask only job-related questions on our employment applications.

We shall keep affirmative action information on each applicant who voluntarily provides this information, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

Grievance Procedure

If an employee or applicant feels she or he has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, she or he may bring the complaint to her or his immediate supervisor. If the complaint is not resolved readily at that level, she or he may submit it to _____ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude him or her from complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

Policy prohibiting harassment in the workplace

It is the policy of _____ (company name) to maintain a workplace free of harassment on the basis of race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status. Harassment, as defined herein, is strictly prohibited in the workplace, and is punishable by appropriate discipline up to and including termination.

Harassment means any unwelcome or offensive conduct, whether written, verbal or physical, which is

1. directed at or to an employee because of his or her actual or perceived race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status or
2. directed toward any person concerning an individual, or a class of individuals, because of the race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status of the individual or class of individuals. For example, racial or ethnic slurs or derogatory epithets are prohibited in the workplace, regardless of whether a member of the racial or ethnic group is present when the statement is made.

Harassment does not refer to occasional compliments or other statements of a socially acceptable nature. Harassment refers to behavior which is unwelcome and which is offensive and/or persistent enough to create, or has the potential of creating an intimidating, hostile or offensive working environment for any employee. Harassment includes unwelcome sexual advances or requests for sexual favors, unwelcome touching of a sexual nature and unwelcome and/or offensive sexual comments.

3. This policy applies to all full-time, part-time, permanent and temporary employees, including supervisors and department heads, as well as to volunteers.
4. It is a violation of this policy to use an individual's submission to or rejection of harassing conduct as the basis for any employment decision affecting the individual.
5. An employee who believes she, he or they have been subjected to harassment as defined in this policy shall promptly report the harassment to her, his or their supervisor and/or the director of human resources or designee. _____ (company name) will make reasonable efforts to insure that a human resources representative of each sex is available to receive such complaints. The human resources department shall conduct a thorough and prompt investigation and, if appropriate, take disciplinary action against any offender, including but not limited to discharge. Staff will keep the complaint as confidential as reasonably possible. No one will be retaliated against for filing a harassment complaint.
6. All supervisory personnel who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to the director of human resources or designee, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination.
7. _____ (company name) will provide regular training to employees and supervisors on the subject of harassment in the workplace. We will include information about this policy in our orientation and in our personnel policy. A copy of this policy will be posted on a prominent bulletin board. We take this matter seriously and will do all that is reasonably necessary to maintain a harassment-free workplace for our employees.

Signature and Title of Representative:

Date:

Affirmative Action Plan and Harassment Policy Checklist

Company Name: _____

Effective Date: _____

NOTE: This is not an Affirmative Action Plan

Contractor: Plan MUST Include:	Yes	No	Comments:
Policy statement of equal employment opportunity	<input type="checkbox"/>	<input type="checkbox"/>	
Covers: Applicants for employment	<input type="checkbox"/>	<input type="checkbox"/>	
Employees	<input type="checkbox"/>	<input type="checkbox"/>	
On basis of: Race	<input type="checkbox"/>	<input type="checkbox"/>	
Religion	<input type="checkbox"/>	<input type="checkbox"/>	
Color	<input type="checkbox"/>	<input type="checkbox"/>	
Sex	<input type="checkbox"/>	<input type="checkbox"/>	
National Origin	<input type="checkbox"/>	<input type="checkbox"/>	
Ancestry	<input type="checkbox"/>	<input type="checkbox"/>	
Disability	<input type="checkbox"/>	<input type="checkbox"/>	
Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	
Gender Identity	<input type="checkbox"/>	<input type="checkbox"/>	
Veteran Status	<input type="checkbox"/>	<input type="checkbox"/>	
Housing Status	<input type="checkbox"/>	<input type="checkbox"/>	
Designates a person responsible for implementation of the Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Provides for communication of the policy:			
Within the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
Outside the Organization (e.g., recruitment sources, unions)	<input type="checkbox"/>	<input type="checkbox"/>	
Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)	<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Recruitment from minority groups	<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Equal access to training programs	<input type="checkbox"/>	<input type="checkbox"/>	
Grievance Procedure	<input type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing grievances	<input type="checkbox"/>	<input type="checkbox"/>	
Workforce Breakdown (figures up to date within 6 months)	<input type="checkbox"/>	<input type="checkbox"/>	
HARRASSMENT POLICY CHECKLIST			
Definition of harassment	<input type="checkbox"/>	<input type="checkbox"/>	
Designates a person to receive and investigate harassment complaints	<input type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing a harassment complaint	<input type="checkbox"/>	<input type="checkbox"/>	

Workforce Breakdown Form

Company Name: _____

Address: _____

Representative: _____

Phone: _____

E-Mail Address: _____

Position, Title Class or Category	Total Number Employees in Each Position	Total Number Minority Employees	Percent of Total	Total Number Female Employees	Percent of Total	Total Number Employees with Disabilities	Percent of Total

I swear or affirm under penalties of perjury that this workforce breakdown is accurate, to the best of my knowledge.

Signature and Title of Representative:

Date:

V. SAMPLE CONTRACT AGREEMENT

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CONTRACTOR
FOR
PROJECT NAME

This Agreement, entered into on this _____ day of _____, 201____, by and between the City of
Bloomington Department of Parks and Recreation (the "Department"), and
_____ ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to _____; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform
_____ (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 _____, 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 _____ 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 _____ (\$_____). 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:

Name of the Staff
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.

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		
Attn: Name Of The Project Manager		
401 N. Morton, Suite 250		
Bloomington, Indiana 47402		

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

(1) CITY OF BLOOMINGTON

NAME OF CONTRACTOR

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

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:

EXHIBIT B
"Project Schedule"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

- Signature

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Contractor

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

VI. INTEGRATED PEST MANAGEMENT POLICY

Bloomington Parks and Recreation Integrated Pest Management (IPM) Plan

Approved by the Board of Park Commissioners
Dec 16, 2017

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I. Integrated Pest Management (IPM) Plan Mission Statement

It is the mission of the City of Bloomington Parks and Recreation Department's IPM Plan to sustain the beauty, recreation potential, and ecological diversity of the City's parks and recreation assets in a safe and responsible manner. This plan will take into account the health and safety of the public and Department staff, and the impact to the environment in an effort to minimize the use of pesticides in City parks.

II. IPM Goals

- Minimize the use of pesticides by adhering to common sense principles of IPM, to the point of no pesticide use whenever possible and practical.
- Minimize the risk to human health and the environment by encouraging the use of non-chemical controls as alternatives. When chemical treatments are deemed necessary, such treatments will be used carefully to reduce non-target adverse effects on public, staff, and natural resources.
- Maintain landscaped areas reasonably free of weeds to preserve the function and aesthetic appearance of public areas and City facilities.
- Provide healthy, high-quality and sustainable facilities, parks, and public spaces that support native biodiversity.
- Provide a model of responsible environmental stewardship for the community.
- Conduct ongoing staff training to address risk and safety factors (e.g. use of protective equipment, product labels, and weather conditions), innovative pest control methods, and other pest management practices. Training will include education about the flora and fauna that are targets for preservation and eradication.
- Establish consistent, comprehensive, and transparent documentation of pest activities and control actions throughout the Parks and Recreation Department. Collected data will be used to determine the effectiveness of control methods.
- Identify staff positions authorized to use pesticides via an up-to-date list of licensed pesticide applicators.
- Create a consistent public notification procedure to inform and educate the public about when, where, and what type of pesticides are applied.

III. Description and Scope of IPM

IPM is a decision-making process which selects, integrates, and implements pest control strategies to prevent or control pest populations. IPM relies on the use of site-specific information about environmental conditions, visitor use, and pest biology and behavior to prevent or control pests that interfere with the purpose and use of a particular site. In choosing control strategies, impacts to human health, the environment, and non-target organisms are considered.

This IPM Plan applies to all pest control activities and pesticide use in buildings and facilities grounds and open spaces, ballfields, the golf course, and other property owned or managed by

the City of Bloomington Parks and Recreation Department. All employees and contractors hired by the City are required to adhere to this plan.

IV. Program Components

o Threshold levels

An acceptable threshold level of treatment for each target pest and site will be established to determine if treatment is warranted. Each Division (Operations, Sports, Recreation Services) will establish threshold levels for common pests on each property they manage. In some instances, treatment may be required by federal or state law. The assessment will be based on the following:

1. The tolerable levels of environmental, aesthetic and/or economic impacts as a result of the pest population(s) and the tolerable level of risk to human health as a result of the pest population(s);

OR

2. The size or density of the pest population that must be present to cause unacceptable environmental, aesthetic and/or economic impacts; and the size, density and type of pest population that must be present to create a human health risk.

Action thresholds will be guided by the official invasive species list of the Indiana Invasive Species Council (IISC) and accumulated knowledge and experience in treating pests on each property. The ranking system used in the IISC lists will direct management efforts, with a focus on high-priority invasive species specific to the City of Bloomington.

Areas that experience a high volume of visitors will remain primarily pesticide-free. Preventative, best management practices will be used to maintain property function and visitor safety. Exemptions may be granted, if necessary, for pests that threaten visitor safety and hinder the function of the area, such as stinging insects. The presence of stinging insects in particular presents a low threshold for pesticide treatment due to their impact on visitor safety. All exemptions for treatments will go through the approval process outlined below.

Established pesticide-free areas include, but are not limited to:

1. Playgrounds – No pesticides will be applied inside or within 25 feet of the boundary of playgrounds.
2. Dog Parks – No pesticides will be applied inside or within 25 feet of the outside perimeter of dog parks.
3. Shelters – No pesticides will be applied inside or within 25 feet of shelter facilities.
4. Swimming/Wading Pools – No pesticides will be applied inside or within 25 feet of an outdoor pool during the season it is open to the public.

- **Criteria for Selection and Use of Pesticides**

The Parks and Recreation Department shall maintain landscaped areas reasonably free of pests and weeds to preserve the function and aesthetic appearance of public areas. Eliminating all weeds and pests from parks is not a goal of this plan.

Pesticides shall be used only after other non-pesticide means of control have been attempted or have been determined to be ineffective or cost prohibitive. Preventative practices will play a significant role in controlling pests prior to the use of pesticides, including best management practices such as planting native competitors to invasive species, and adjusting the mowing schedule to discourage invasive growth. Application of pesticides shall comply with the provisions of this plan as well as state and federal law.

The selection and use criteria for pesticides shall conform to standard IPM principles. Upon determining that any treatment is necessary, the Department will use the following criteria to help select the appropriate IPM treatment strategy:

- a) Least-disruptive of natural controls
- b) Least-hazardous to human health
- c) Least-toxic to non-target organisms
- d) Least-damaging to the environment
- e) Most likely to produce a permanent reduction in the site's ability to support target pests
- f) Cost-effectiveness

The products currently in use that are not in toxicity category I or II (signal word Danger or Caution) as determined by the EPA will constitute the Approved Use List, and newly approved chemicals will be guided by the EPA safer choice standard. All chemicals on the list will be subject to the annual review process outlined in Section V. A full list of approved chemicals can be found in the appendix.

- **Exemption Process**

Exemptions to the Approved Use List will take into consideration public input through the Environmental Resources Advisory Council (ERAC) and advice from the Purdue Extension. Park Board meetings and ERAC meetings will serve as opportunities for public input into the IPM plan. All exemptions must be approved by both the Parks Director and the Risk Manager.

To obtain an exemption, the applicator shall submit a written request to the Director and Risk Manager for approval. The Director and Risk Manager shall approve such requests only if the applicator has documented in writing a compelling need to use the pesticide, a good faith effort to find alternatives to the particular pesticide, and that effective alternatives to the particular pesticide do not exist for the proposed use.

The applicator needs to document that non-toxic methods of pest control, such as cultural controls, physical/mechanical controls, and biological controls have been shown to be ineffective and monitoring has indicated that the pest will cause unacceptable health or safety hazards, or an unacceptable negative impact on the property.

Exemptions shall be granted on a case by case basis and shall apply to a specific pest problem, with the selection and application of such pesticides conforming to the spirit and intent of this policy. The use of toxicity category I or II chemicals will require an exemption from the IPM Plan.

All applications of exempted treatments will be documented through the same standards as treatments used from the Approved List. Exemptions will be reviewed annually in conjunction with the annual review of the IPM plan.

- **Emergency Response**

Exceptions to the exemption process outlined above will be allowed in the event of an emergency if a rapid response to a pest problem is required and no treatment options are on the Approved List. Treatments can be exempted by either the Risk Manager or the Parks Director without the standard written process.

- **Notification of Pesticide Applications**

The Parks and Recreation Department will notify citizens and employees of all pesticide applications conducted on City Parks Properties. All locations that are treated will be subject to the notification procedures outlined in this plan.

Park properties will include designated notification areas at the closest entry point(s) to the treatment area. Prominent signs will be posted before spraying occurs, and will remain for at least 48 hours after application. Individual treatment areas will be flagged as treatment occurs and will remain in place a minimum of 48 hours after treatment.

Signs shall contain the name and active ingredient of the pesticide products, the target pest, the date of pesticide use, the signal word indicating the toxicity category of the pesticide product, and the date for re-entry, if any is required, to the area treated. Signs will also describe what is being done as part of the treatment, the goal of the treatment, and why the treatment is warranted. Signs shall be of a standardized design that are easily recognizable to the public and workers.

An up-to-date list of all pesticide treatments conducted in park properties will be available on the Department website.

- **Record Keeping of Pesticide Applications**

Each division shall keep accurate records of all treatments used and the results. Information on all treatments (including non-chemical ones) shall include how, when, where and why the treatment was applied and the name of the applicator. Chemical applicators will record: site of application, date of application, target pest, name of the product and active ingredient of the pesticide(s) applied, amount of product applied, and the pesticide signal word. In addition, IPM records shall include a list of all exemptions granted, as well as the written justifications developed for the consideration of those exemptions.

This information will be entered into a database for departmental use, available to the public upon request, and application information will serve as the basis for the Annual IPM review. The internal IPM working group will review pest management treatments to evaluate the successes and failures of the IPM program, and to plan more efficient and effective pest management strategies. The Parks Department shall make this information available to the public in a prompt and efficient manner.

- **Storage**

All liquids will be kept in secondary containment and all chemicals will be kept in a climate controlled facility. Keys to storage will only be available only to licensed applicators. Pesticide storage will comply with the label, as required by law.

V. Property Management Information

The Parks Department will develop site-specific building and landscape maintenance plans for all sites, which will incorporate pest prevention and control measures. These plans will specify site assessment, testing and the timing and/or type of maintenance practices; monitor conditions and pest populations; establish pest thresholds; recommend educating users or modifying user behavior; define record-keeping requirements and evaluation criteria; solve problems using expert assistance and resources; and, if necessary, identify the conditions for use of pesticides. The property management plans will detail the preventative practices implemented in the maintenance of each area. Plans will be reviewed by the same procedure outlined for the review of the IPM plan.

VI. IPM Plan Review and Public Input

The Integrated Pest Management plan will be reviewed on an annual basis by the IPM working group, including the approved use pesticide list. The group will look for safer alternatives to chemicals annually, and any modifications to the plan or list will incorporate feedback from the IPM working group, the Environmental Resources Advisory Council (ERAC) and the Parks Board. The public will have opportunities to give input through regularly held ERAC and Parks Board meetings. The IPM working group will also seek advice from experts at the Purdue Extension Office when revising the plan.

VII. Staff Training

IPM training will be done on an annual basis and include all full and part-time employees with pest control duties. Trainings will include:

- o Principles of an Integrated Pest Management Program, including the establishment of thresholds.
- o Alternative strategic control options
- o Monitoring protocols for different pest problems, including record keeping
- o General introduction to identification of plant diseases and common pest problems
- o Procedures for developing site-specific IPM implementation plans
- o Risks and proper use of pesticides
- o Safety measures and emergency response
- o Preparation of chemicals and application techniques, according to the labels

Acknowledgements

The Parks Department would like to acknowledge the influence of several cities' pest management plans on the creation of this IPM plan. These cities include: Boulder, CO, Lawrence, KS, Newton, MA, Madison, WI, Newport, OR, Portland, OR, San Rafael, CA, and Santa Cruz, CA.

VIII. Appendix

Appendix A

Parks Department Licensed Applicator Position List

1. City Landscaper
2. Natural Resources Laborer
3. Urban Forester
4. Golf Course Superintendent
5. Sports Working Foreman
6. Sports Laborer I

Appendix B

Definitions

1. *Integrated Pest Management (IPM)*: a decision making process which selects, integrates, and implements pest control strategies to prevent or control pest populations. IPM relies on the use of site-specific information about environmental conditions and the dynamics of human characteristics and activities, as well as pest biology and behavior to prevent or control pests that interfere with the purpose and use of a particular site. In choosing control strategies, minimal impacts to human health, the environment, and non-target organisms are considered.

2. *Biological Controls*: Parasites, pathogens, and predators that assist in managing pest populations and reducing their damage.
3. *Cultural Controls* - practices that can reduce pests by making the environment less favorable, such as improved sanitation or horticultural practices.
4. *Mechanical/Physical Controls*: direct measures that either kill the pest, make the environment unsuitable for their entry, dispersal, or survival, or physically keep pests from places where they're not wanted.
5. *Pesticide*: any substance or mixture of substances intended for destroying or repelling any pest. This includes without limitation fungicides, insecticides, nematocides, herbicides, and rodenticides and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant.
6. *Pest*: any insect, rodent, nematode, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism (except viruses, bacteria, or other micro-organisms on or in living man or other living animals) that imposes an economic, social, or environmental cost.
7. *Reasonable Alternative*: a feasible option for pest control which takes into account the economic, social, and environmental costs and benefits of the proposed choices.
8. *Toxicity Categories I-IV Pesticide Products*: any pesticide products that meet United States Environmental Protection Agency criteria for Toxicity Category I-IV under Section 156.10 of Part 156 of Title 40 of the Code of Federal Regulations. Each category has a signal word associated with it on the label. Category I is Danger, Category II is Warning, Category III is Caution, and Category IV had no signal word requirement, but may use the standard for Category III if desired.
9. *Prevention through hygiene*: a technique to prevent the spread of invasive species by adhering to standards of cleanliness and cleanup of persons and equipment in the workplace.
10. *Threshold level*: The point at which the size or effect of the pest population is no longer acceptable and warrants management under the protocol set forth in the IPM plan.
11. *Invasive species*: a species that is not native to the local ecosystem and whose introduction causes or is likely to cause economic or environmental harm or harm to human health.
12. *Biodiversity*: the variety of life in the world or in a particular habitat or ecosystem.

Appendix C
Department Pesticide Use Policy

POLICY RE: **Pesticide Use Policy**

Vision

The City of Bloomington Parks and Recreation Department is committed to continuously improve environmental management practices and to become a world-class model of environmental performance and stewardship.

Mission

It is the mission of the City of Bloomington Parks and Recreation Department to sustain the beauty, recreation potential, and ecological diversity of the City's parks and recreation assets in a safe and responsible manner. The creation of a pesticide use policy will take into account the health and safety of the public and Department staff, and the impact to the environment in an effort to minimize the use of pesticide products in City parks.

Position Statement

The Bloomington Parks and Recreation Department is committed to the ongoing development and implementation of sustainable vegetation management practices. Pests that are harmful to the health, function, or aesthetic value of City assets will be managed utilizing the least toxic and most effective methods available. The Department's pesticide use policy will reflect these goals while focusing on the health and safety of the public and Department staff, protection of the environment and the overall minimization of pesticide usage.

Overarching Management Strategies

The Department will employ the following vegetation management strategies where applicable to the asset being managed and where feasible:

- Improve soil health (healthy soil = healthy plants = lowered pest pressure)
- Monitor and prevent weed expansion (remove before plant can disperse seed)
- Remove invasive plants (prevent spread of undesirable species)
- Install native plants (increased plant resilience and lower irrigation needs)
- Prioritize landscaped areas/styles (lessen the need for vegetation control)
- Minimize use of pesticides and fertilizers (less vegetation = lower maintenance)
- Mechanical weed control (i.e. hand pulling, propane torches, etc.)
- Other strategies as they evolve (continuing research on Best Practices and staff education)

This policy will guide the development of the Department's Integrated Pest Management Plan.

December 15, 2015

Appendix D

Pesticide Information (By Parks and Recreation Department Divisions)

- Pesticide Product List

Product	Active Ingredient(s)	Type	EPA Toxicity	Frequency	Application	Quantity On Hand
Acelepryn- Syngenta	Chlorantraniliprole 18.4%	Insecticide	IV	As needed	early in the season for grubs	
Dylox 6.2 - Bayer	Trichlorfon, Dimethyl Phosphonate 6.2%	Granular Insecticide	IV	As needed	worm infestation greens	250lbs
Bueno 6-Drexel	monosodium acid methanearsonate 47.6%	Herbicide	III	very rare use	weeds	3 quarts
Carbaryl 4L	carbaryl 43.4%	Pesticide	III	rare use	yellow jackets	
CLT 720-Armortech	Chlorothalonil 54%	Fungicide	II	as needed	dollar spot on greens/fwys/tees	135 gallons
Conserve	Spinosad 11.6%	Herbicide	IV	as needed	spray on greens	
Caralan-BASF	Vinclozolin 50%	Fungicide	III	rare use	dollar spot on greens	63.25lbs
Dimension 2EW-Dow	Dithiopyr 24%	Herbicide	II	spring/fall	crab grass	16 gallons
Dithiopyr Dimension & 10-3-10-Dow	Dithiopyr 0.125%	Herbicide	III	as needed	on greens	300lbs
Drive XLR8-BASF	8-Quinolincarboxylic acid, 3,7-dichloro- 18.92%	Herbicide	III	spring	post emergent weeds	8oz
Insignia-BASF	Pyraclostrobin 20%	Fungicide	III	rare use	dollar spot on greens	0.5lbs
Mefenoxam 2AQ-Quali-pro	Mefenoxam 22.5%	Fungicide	II		extreme heat/greens/pythium	40oz
Ment	Imidacloprid 0.5%	Insecticide	III	as needed	Turfgrass	
Millennium Ultra 2 Nufarm US	2,4-D 27.32%, Clopyralid 2.54%, Dicamba 4.65%	Herbicide	I	spring	post emergent weeds	3 gallons
Oxadiazon & 10-3-10 Fertilizer-Quali Pro	Oxadiazon 34.4%	Herbicide	III	spring/fall if needed	crab grass	(225) - 50lbs bags
Pentathlon DF	Mancozeb 75%	Algicide	III	as needed	greens when they are wet and prone to algae	
Prosedge	Halosulfuron 75%	Herbicide	III	as needed	nutsedge	
Prostar 70WG-Bayer	Flutolanil 70%	Fungicide	III	rare use	greens brown patch	18lbs
Razor Pro-Nufarm US	Glyphosate 41%	Herbicide	III	as needed	generic all weeds	2 gallons
Secure-Syngenta	Fluazinam 40%	Fungicide	II	rare use	greens brown patch	2.5 gallons

Speedzone-PBI Gordon	2,4-D 28.57%, MCPP 5.88%, Dicamba 1.71%, Carfentrazone 0.62%,	Herbicide	III	spring	post emergent weeds	5 gallons
Spotrete	Thiran 44%	Fungicide	III	as needed	dollar spot/brown patch, animal repellent	
Talpid	Bromethalin 0.025%	Mole bait	III	as needed	bait for moles	
TM462-Armor Tech	Thiophanate-Methyl 46.2%	Fungicide	III	rare use	greens brown patch	8.5 gallons
Tourney- Valent	Metconazole 50%	Fungicide	III	as needed	dollar spot on greens/fwys/tees	290oz
Trimmit-Syngenta	Paclobutrazol 22.3%	Growth Regulator	III	rare use	on greens to slow non-bent grass	12oz
15-0-8 Millennium Ultra	2,4-D 0.69%, Clopyralid 0.09%, Dicamba 0.086%	Fertilizer	III		standard turf maintenance	(80)- 50lb bags
13-0-5 with Dimension	Dithiopyr, Pyridinedicarbothioate 0.15%	Fertilizer	III		standard turf maintenance	(80)- 50lb bags
22-0-8 with Grub Control	Imidacloprid 0.2%	Fertilizer	III		standard turf maintenance/grub control	(80)- 50lb bags
Acelepryn- Syngenta	Chlorantraniliprole 18.4%	Insecticide	IV	As needed	early in the season for grubs	
Glystar Pro	Glyphosate 41%	Herbicide	III		fence row treatments	5 gallons
SureGuard	Flumioxazin 51%	Herbicide	III	specific week treatment		1lb
ProSedge	halosulfuron-methyl 75%	Herbicide	III	specific week treatment		2oz
Glyphosate	Glyphosate 41%	Herbicide	III		fence row treatments	5 gallons
Clethodim	Clethodim 26.4%	Herbicide	II		used for invasive grass species	.33 gallon
Clopyralid	Clopyralid 40.9%	Herbicide	III		limited use for very difficult invasives	2.5 gallons
Glyphosate	Glyphosate 41%	Herbicide	III		selective invasive specie management	7.5 gallons

Triclopyr	Triclopyr 60.45%	Herbicide	III	Limited use for very difficult invasives	2.5 gallons
Opuntia					
Glyphosate	Glyphosate 41%	Herbicide	III	managing weeds in cracked surfaces and along fence rows in lieu of using gas powered string trimmers.	6 gallons
Robinia					
Glyphosate	Glyphosate 41%	Herbicide	III	managing weeds in tree grates.	2 quarts
Tordon RTU	Picloram 5.4%, 2,4-D, trifluralin 20.9%	Herbicide	III	on cut stumps to prevent re- sprouting of suckers	2 quarts
Tree Age	Emamectin benzoate 4%	Insecticide	II	injected into ash trees to treat for Emerald Ash Borer	? New in 2015

Neonics
Will not be repurchased

- The following have been used but as of Jan 2017 use will require an exemption through the process outlined in this plan:

Mefenoxam 2AQ-Quall-pro	Mefenoxam 22.5%	Fungicide	II
Millennium Ultra 2 Nufarm US	2,4-D 27.32%, Clopyralid 2.54%, Dicamba 4.65%	Herbicide	I
CLT 720-Armortech	Chlorothalonil 54%	Fungicide	II
Clethodim	Clethodim 26.4%	Herbicide	II
Tree Age	Emamectin benzoate 4%	Insecticide	II

Appendix E

- Information on the Indiana Invasive Species Council can be found online, as well as the Official IISC invasive species list.

Indiana Invasive Plant List

- Approved by Indiana Invasive Species Council 10/11/2013
- For more information, go to <http://www.entm.purdue.edu/iisc/invasiveplants.php>

Common Name	Latin Name	Rank	Common Name	Latin Name	Rank
Aquatic			poison hemlock	<i>Conium maculatum</i>	H
anchored water hyacinth	<i>Eichhornia azurea</i>	H	Queen Anne's lace	<i>Daucus carota</i>	M
arrowhead	<i>Sagittaria sagittifolia</i>	FN	St. John's wort	<i>Hypericum perforatum</i>	L
Asian marshweed	<i>Limnophila sessiliflora</i>	H	spiny plumless thistle	<i>Carduus acanthoides</i>	H
Brazilian elodea	<i>Egeria densa</i>	H	spreading hedge parsley	<i>Torilis arvensis</i>	C
brittle naiad	<i>Najas minor</i>	H	spotted knapweed	<i>Centaurea stoebe</i>	H
caulerpa	<i>Caulerpa taxifolia</i>	FN	striate lespedeza	<i>Kummerowia striata</i>	M
Chinese waterspinach	<i>Ipomoea aquatic</i>	H	white sweet clover	<i>Melilotus alba</i>	M
curly-leaved pondweed	<i>Potamogeton crispus</i>	H	wild parsnip	<i>Pastinaca sativa</i>	M
duck lettuce	<i>Ottelia alismoides</i>	H	yellow sweet clover	<i>Melilotus officinalis</i>	M
Eurasian watermilfoil	<i>Myriophyllum spicatum</i>	H	Shrub		
European frogbit	<i>Hydrocharis morsus-ranae</i>	H	Amur honeysuckle	<i>Lonicera maackii</i>	H
exotic bur-reed	<i>Sparganium erectum</i>	FN	Amur privet	<i>Ligustrum amurense</i>	C
flowering rush	<i>Butomus umbellatus</i>	H	autumn olive	<i>Elaeagnus umbellata</i>	H
giant salvinia	<i>Salvinia auriculata</i>	FN	Bell's honeysuckle	<i>Lonicera x bella</i>	H
giant salvinia	<i>Salvinia biloba</i>	FN	bicolor lespedeza	<i>Lespedeza bicolor</i>	M
giant salvinia	<i>Salvinia herzogii</i>	FN	blunt leaved privet	<i>Ligustrum obtusifolium</i>	H
giant salvinia	<i>Salvinia molesta</i>	FN	burning bush	<i>Euonymus alatus</i>	M
heartshape	<i>Monochoria vaginalis</i>	FN	California privet	<i>Ligustrum ovalifolium</i>	C
hydrilla	<i>Hydrilla verticillata</i>	H	Chinese privet	<i>Ligustrum sinense</i>	C
miramar weed	<i>Hygrophilla polysperma</i>	H	common barberry	<i>Berberis vulgaris</i>	C
monochoria	<i>Monochoria hastata</i>	FN	common buckthorn	<i>Rhamnus cathartica</i>	H
mosquito fern	<i>Azolla pinnata</i>	FN	common privet	<i>Ligustrum vulgare</i>	C
narrow-leaved cattail	<i>Typha angustifolia</i>	H	glossy buckthorn	<i>Frangula alnus</i>	H
oxygen weed	<i>Lagarosiphon major</i>	FN	highbush cranberry	<i>Viburnum opulus v. opulus</i>	C
parrotfeather	<i>Myriophyllum aquaticum</i>	H	Japanese barberry	<i>Berberis thunbergii</i>	H
purple loosestrife	<i>Lythrum salicaria</i>	H	Japanese meadowsweet	<i>Spiraea japonica</i>	C
water chestnut	<i>Trapa natans</i>	H	jetbead	<i>Rhodotypos scandens</i>	C
yellow floating hearts	<i>Nymphoides peltata</i>	H	Morrow's honeysuckle	<i>Lonicera morrowii</i>	H
yellow iris	<i>Iris pseudacorus</i>	H	multiflora rose	<i>Rosa multiflora</i>	H
Grass			porcelain berry	<i>Ampelopsis brevipedunculata</i>	C
Chinese malden grass	<i>Miscanthus sinensis</i>	M	Rusellian olive	<i>Elaeagnus angustifolia</i>	M
common reed	<i>Phragmites australis</i>	H	sericea lespedeza	<i>Lespedeza cuneata</i>	H
giant reed	<i>Arundo donax</i>	C	Tatarian honeysuckle	<i>Lonicera tatarica</i>	H
Japanese stiltgrass	<i>Microstegium vimineum</i>	H	wine raspberry	<i>Rubus phoenicolasius</i>	C
Johnson grass	<i>Sorghum halepense</i>	H	Tree		
lyme grass	<i>Leymus arenarius</i>	C	Amur cork tree	<i>Phellodendron amurense</i>	H
miscanthus hybrid	<i>Miscanthus x gigantea</i>	C	black alder	<i>Alnus glutinosa</i>	H
reed canarygrass	<i>Phalaris arundinacea</i>	H	callery pear	<i>Pyrus calleryana</i>	H
small carpgrass	<i>Arthraxon hispidus</i>	H	Norway maple	<i>Acer platanoides</i>	H
tall fescue	<i>Schedonorus arundinaceus</i>	M	princess tree	<i>Paulownia tomentosa</i>	C
Herbaceous			sawtooth oak	<i>Quercus acutissima</i>	C

bouncing bet	<i>Saponaria officinalis</i>	M	Siberian elm	<i>Ulmus pumila</i>	M
bull thistle	<i>Cirsium vulgare</i>	H	tree of heaven	<i>Ailanthus altissima</i>	H
Canada thistle	<i>Cirsium arvense</i>	H	white mulberry	<i>Morus alba</i>	H
common teasel	<i>Dipsacus fullonum</i>	H	Vine		
crown vetch	<i>Coronilla varia</i>	H	Asian bittersweet	<i>Celastrus orbiculatus</i>	H
cut-leaved teasel	<i>Dipsacus laciniatus</i>	H	black swallow-wort	<i>Cynanchum louiseae</i>	H
dame's rocket	<i>Hesperis matronalis</i>	H	Chinese yam	<i>Dioscorea polystachya</i>	H
garlic mustard	<i>Alliaria petiolata</i>	H	creeping Charlie	<i>Glechoma hederacea</i>	M
giant hogweed	<i>Heracleum mantegazzianum</i>	M	English ivy	<i>Hedera helix</i>	M
goatsrue	<i>Galega officinalis</i>	M	field bindweed	<i>Convolvulus arvensis</i>	H
hybrid cattail	<i>Typha x glauca</i>	C	Japanese honeysuckle	<i>Lonicera japonica</i>	H
Japanese chaff flower	<i>Achyranthes japonica</i>	H	Japanese hops	<i>Humulus japonicus</i>	H
Japanese hedge parsley	<i>Torilis japonica</i>	C	kudzu	<i>Pueraria montana</i>	H
Japanese knotweed	<i>Fallopia japonica</i>	H	large-leaved periwinkle	<i>Vinca major</i>	C
Korean lespedeza	<i>Kummerowia stipulacea</i>	M	mile-a-minute vine	<i>Polygonum perfoliatum</i>	H
leafy spurge	<i>Euphorbia esula</i>	H	pale swallow-wort	<i>Cynanchum rossicum</i>	H
lesser celandine	<i>Ranunculus ficaria</i>	C	periwinkle	<i>Vinca minor</i>	M
mugwort	<i>Artemisia vulgaris</i>	H	sweet autumn clematis	<i>Clematis terniflora</i>	C
musk thistle	<i>Carduus nutans</i>	H	vetch	<i>Vicia cracca</i>	M
narrowleaf bittercress	<i>Cardamine hirsutifolia</i>	M	wintercreeper	<i>Euonymus fortunei</i>	H
pepperweed	<i>Lepidium latifolium</i>	H	wisteria	<i>Wisteria sinensis</i>	C

- Ranks: H=High, M=Medium, L=Low, C=Caution, FN = Federal Noxious Aquatic List

Appendix F
Example Notification Signage

NOTICE

PESTICIDE APPLICATION

Bloomington Parks and Recreation has contracted Eco Logic LLC to apply herbicides to this area. The goal of this application is to prepare the site for installation of a native grass and wildflower planting in spring of 2017. The presence of several invasive and non-native species on the site would prevent the establishment of the native plants unless the invasives are removed prior to installation. The flood prone nature of the site does not allow for other control methods such as tilling due to the threat of erosion.

Target Pests:

Pesticide 1 Name:

Active Ingredient:

EPA Registration Number:

Pesticide 2 Name:

Active Ingredient:

EPA Registration Number:

Date

Treated: _____

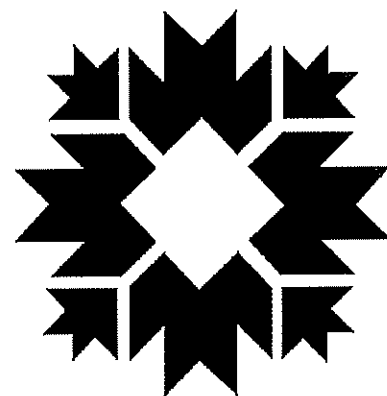
OK to enter

after: _____

For Questions contact: Joanna Sparks

(812)349-3497

sparkj@bloomington.in.gov



CITY OF BLOOMINGTON
parks and recreation



PEOPLES PARK USE APPLICATION

- Park operating hours are 5:00 a.m. to 11:00 p.m.
- Permit applications must be submitted to the Parks Department at least **two weeks prior** to the use of the park.
- An application for use of the park shall not become a permit until it has been approved and signed by the Department.
- Applications for use will only be accepted for Peoples Park, 501 E. Kirkwood Ave. within the park boundaries.

Type of Organization: (check all that apply)

☐ Governmental:

☐ Private

☐ City of Bloomington

☐ Department-Affiliated

☐ Profit Making

☐ Monroe County

☐ Non-Profit

☐ Other _____

Tax ID# _____

Applicant Information

Contact Name: _____ Contact Phone: _____

Title/Position: _____ Organization: _____

Address: _____

City, State, Zip: _____ Contact Email Address: _____

1. Guidelines

- All materials must be placed within park perimeter and not block any sidewalk or pedestrian traffic within the park.
- Bloomington Parks and Recreation only provides a space. You need to bring all items necessary for your use (table, chair(s) and any items you want to display).
- Water access is not available in Peoples Park. Electricity access may be requested on this application.
- Groups may not give away homemade items intended for human consumption. Only pre-packaged items produced in an inspected kitchen may be distributed.
- Groups may not amplify sound without an approved noise permit. The noise permit application can be found at <https://bloomington.in.gov/parks/rentals/mobile-stages>.
- Bloomington Parks and Recreation may at any time ask a group to vacate the park premises.
- Events requesting to set up larger infrastructure, charging admission, or requiring additional communication may require additional permits and fees.
- Goods may not be sold without a City of Bloomington Soliciting permit through the City of Bloomington Economic and Sustainability Department.

- The registering group representative is responsible for ensuring this information is shared with all members of the group who may be assisting with the use of the park. If you have questions or concerns please contact Crystal Ritter at 812.349.3725 or ritterc@bloomington.in.gov.

Type of Use: ☐ Distribution of goods or services ☐ Fundraising
 ☐ Public Information ☐ Business Information

(All Events: Applications will not be approved for dates when Bloomington Parks and Recreation has planned programming.)

Date (s) Requested: _____ Time (s) Requested: _____

I HAVE READ AND AGREE TO ABIDE BY THE CITY OF BLOOMINGTON PARKS AND RECREATION 2022 PEOPLES PARK USE APPLICATION.

Signature: _____ Date: _____

City of Bloomington Parks and Recreation Department Special Event Application (PARK USE ONLY)		
Date Received: _____		
Partnership: _____	Parks Event: _____	Permit #: _____
Scheduled for Special Use Meeting Date: _____ Approved: _____		
City of Bloomington contact person: _____		
Telephone Number: _____	E-mail: _____	

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

Garden and Plot #(s) --

2023 CITY OF BLOOMINGTON COMMUNITY GARDENING PROGRAM GARDENER AGREEMENT

In order to participate in the 2023 City of Bloomington Parks and Recreation's Community Gardening Program (CGP) at the Willie Streeter Community Gardens at Winslow Woods, 2120 S. Highland Ave., Butler Park Community Gardens, 812 W. 9th St., or Switchyard Park Community Gardens, 1611 S. Rogers St., the gardener(s) agree(s) to the following by reading and signing below:

1. REGISTRATION

Returning gardeners in good standing from last season will be offered a two week window prior to open registration, where they have exclusive access to rental of the same plot(s) they gardened in 2022. During open registration, all unrented plots will be made available to the public on a first-come, first-served basis. (This includes new gardeners and returning gardeners in good standing who did not register early). To be "in good standing," a gardener must not have any outstanding maintenance fees or have had their plot reclaimed due to lack of maintenance last year.

In an effort to ensure all who want to participate in the community gardens have an opportunity, rental limits have been updated. Returning gardeners from 2021 who rented multiple plots will be exempt from this clause and their multiple plot rental, in accordance with limits set in the 2021 Gardener Agreement, will be honored at least through the 2023 season. All returning gardeners who rented single plots in 2022 and any new gardeners will be limited to one plot per household prior to May 1. After May 1, additional plots may be rented, based on availability with the understanding that additional rentals will be available for the current season only. Any unreserved garden plots will be seeded in cover crops and unavailable to rent after August 1.

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

2. CONTACT INFORMATION AND COMMUNICATION

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

3. GARDENING SEASON

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

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

Off Season - The off-season is defined as November 1 through the 2nd Monday in April **or** upon the plot being rented by another gardener on or after February, 2024. Gardeners may choose to continue the use of their plot into the off-season provided that their plot is cleared of all weeds, all annual plants that are not cold-hardy, and that their plot is mulched and in full compliance of this agreement by October 31st. In addition, gardeners wishing to continue use of their plot into the off-season, must notify CGP staff in writing by October 15th. If staff is not notified, the plot may be cleared after October 31st. Before planting in the early spring of next season (prior to the 2nd Monday in April), the gardener must first renew their plot registration and notify CGP staff in writing.

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

4. GARDENING PRACTICES - SUPPORTING SOIL HEALTH

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

5. MAINTENANCE

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

Unmaintained/Abandoned Plots - CGP staff will contact gardeners renting unmaintained plots by email, unless another form of communication is indicated on the registration form. Those gardeners will be given one week from the initial email/communication attempt to comply with all requirements described in this agreement. If the gardener does not comply by the end of this one-week period, the plot will be considered abandoned and the gardener will give up the privilege to participate in the CGP for the remainder of the 2023 season and the primary gardener may be charged a maintenance fee (\$60 for each large plot and \$30 for each small plot or raised bed). Additionally, any participating gardener who gives up their plot under these circumstances will be limited to the rental of one plot in the next season and may not rent that plot until May 1. If a gardener addresses a one-week maintenance request by the deadline, but subsequently leaves the plot unmaintained, the second maintenance request will have a 3 day deadline. A third request will have a 3 day deadline, too. Any further maintenance issues will result in immediate reclamation of the plot. CGP staff have the discretion to extend these deadlines if extenuating circumstances exist. **If plots have invasive or seeding weeds, CGP staff have the right to enter the plot and remove the plants for the collective benefit of the**

gardens.

6. TURNING IN PLOTS/END OF SEASON

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

7. GARDEN HOURS

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

8. TOOLS, TRELLISING AND OTHER MATERIALS

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

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

9. COMPOSTING

Non-invasive plant material from garden plots may be composted in the bins provided at each garden. Signs will be posted indicating into which bins materials should be placed. All invasive weeds/plants must be promptly removed from the garden premises by the gardener and may not be placed in the compost (See Section 12 for invasive plant information). Gardeners must not place any materials in the wooded areas at any garden. **Compost bins are for items from CGP gardens only – No home kitchen scraps, yard waste, or other non-garden compostable items are allowed to be dropped off in CGP bins.**

10. WATERING/HOSES

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

11. GATES/FENCING

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

12. RESTRICTED AND PROHIBITED PLANTS

Cane fruit (raspberries, blackberries, etc.), grapevines, fruit trees, and other woody perennials are not allowed. Invasive plants including, but not limited to, *Artemisia vulgaris*/mugwort, wandering mint species, comfrey,

and any plant that multiplies in such a way (by seed, rhizome, etc.) as to overtake the plot/soil as a nuisance specimen will not be allowed. The CGP staff will, at their discretion, determine if plants are problematic, invasive, or otherwise prohibited by the State of Indiana, and therefore not appropriate for culture in a community gardening setting. Refer to the CGP document entitled *Restricted and Prohibited Plants* for more information.

13. TRASH

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

14. PETS

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

15. THEFT AND DAMAGE

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

16. LIABILITY AND INDEMNIFICATION

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

17. LAW AND VENUE

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

18. POTENTIAL COVID-19 LIMITATIONS

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

Gardener to sign and return this page with registration form.

Garden and Plot #(s)_____

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

Primary Gardener, Printed Name

Primary Gardener, Signature

Date

Parent or Guardian, Printed
Name if Gardener is age 17 or
younger

Parent or Guardian, Signature

Date

Beth Cate, Corporation Council

Date

Paula McDevitt, Director

Date



STAFF REPORT

Agenda Item: C-4

Date: 12/7/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Hsiung Marler, Switchyard Park General Manager
DATE: December 13, 2022
SUBJECT: HARREL-FISH INC. PREVENTATIVE MAINTENANCE AT SWITCHYARD PARK CONTRACT EXTENSION

Recommendation

Staff recommends approval for an addendum to the 2022 agreement to extend the scope of the agreement through 2023 at the same rate.

Funding Source: 200-18-189006-53610

Background

In 2022 Parks entered into an agreement with Harrell-Fish Inc. for preventative maintenance of Switchyard Park. This includes—backflow inspections, Main Performance Stage electrical, and plumbing, Pavilion HVAC, electrical, and plumbing, Spray Pad pump and filter systems related to open and closing operations, and purchase of Spray Pad filters.

The not to exceed amount for this work for 2022 was \$17,572.

Staff is satisfied with the work done by Harrell Fish Inc. Harrell Fish Inc. has agreed to the same price structure for 2023.

RESPECTFULLY SUBMITTED,

Hsiung Marler, Switchyard Park General Manager

Form Revised 1.22

**RENEWAL AGREEMENT
BETWEEN CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND HARRELL-FISH INC.
FOR SWITCHYARD PARK PREVENTATIVE MAINTENANCE PLAN**

WHEREAS, the City of Bloomington Department of Parks and Recreation (“Department”) and Harrell-Fish Inc. (“Contractor”) entered into that certain *Agreement Between City of Bloomington Parks and Recreation Department and Harrell-Fish Inc. for Mowing and Preventative Maintenance services at Switchyard Park* (“Original Agreement”) on or about March 22, 2022. A copy of the Original Agreement is attached as Renewal Exhibit C.

WHEREAS, The Original Agreement expires on December 31, 2022.

WHEREAS, The Department and Contractor wish to renew the Original Agreement, pursuant to the terms outlined in this *Renewal Agreement Between City of Bloomington Parks and Recreation Department and Harrell-Fish Inc. For Switchyard Preventative Maintenance Plan* (“Renewal Agreement”). Contractor has been provided with advanced written notice of the Department’s intent to renew.

NOW, THEREFORE, intending to be legally bound, the Department and the Contractor agree as follows:

1. Article 1 of the Original Agreement, titled “Scope of Services,” is repealed and replaced with the following language:

Contractor shall provide the Services as specified in Renewal 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, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Department’s Project Manager, Hsiung Marler, or designee. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by the Contractor for this project only

and shall not be reused or reassigned for any other purpose without the written permission of the Department.

2. Article 6 of the Original Agreement, titled "Schedule," is repealed and replaced with the following language:

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

3. Exhibit A of the Original Agreement shall be repealed and replaced with the attached, "Renewal Exhibit A."

4. Exhibits B of the Original Agreement shall be repealed and replaced with the attached, "Renewal Exhibit B."

5. All unmodified articles, terms, conditions, and exhibits in the Original Agreement are hereby incorporated into this Renewal Agreement by reference, and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be executed this _____ day of _____, 2022.

CITY OF BLOOMINGTON

HARRELL-FISH INC.

Paula McDevitt, Director
Parks and Recreation Department

Stephen R. Dawson, President

RENEWAL EXHIBIT A

Scope of Work

See the attached Renewal Exhibit D, titled "City of Bloomington Parks and Recreation Switchyard Park Planned Maintenance Agreement."

Backflow Inspections	\$	441.00
Main Stage PM	\$	210.00
Pavilion PM	\$	3,777.00
Spray Pad Open/Close	\$	11,220.00
Spray Pad Filters	\$	1,924.00
Total	\$	17,572.00

RENEWAL EXHIBIT B

Project Schedule

See the attached Renewal Exhibit D, titled “City of Bloomington Parks and Recreation Switchyard
Park Planned Maintenance Agreement.”

**CONTRACT COVER MEMORANDUM**

TO: Beth Cate, Corporation Counsel
FROM: Paula McDevitt, Administrator
DATE:
RE: SWITCHYARD PARK PREVENTATIVE MAINTENANCE CONTRACT

Contract Recipient/Vendor Name:	Harrell-Fish Inc.
Department Head Initials of Approval:	PM
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Becky Higgins
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Daniel Dixon
Record Destruction Date: <i>(Legal to fill in)</i>	2033
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	22-102
Due Date For Signature:	Friday Before Park Board Meeting: 3/18/22
Expiration Date of Contract:	12/31/2022
Renewal Date for Contract:	12/31/2022
Total Dollar Amount of Contract:	\$17,572
Funding Source:	200-18-189006-53610 Building Repairs
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	Vendor #321
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

Agreement with Harrell-Fish Inc to do preventative maintenance at Switchyard Park: specific areas to include—backflow inspections, Main Stage electrical, and plumbing, Pavilion HVAC, electrical, and plumbing, Spray Pad pump and filter systems related to open and closing operations, and purchase of Spray Pad filters.

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
HARRELL-FISH INC.
FOR
SWITCHYARD PARK PREVENTATIVE MAINTENANCE PLAN**

This Agreement, entered into on this 22 day of March, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Harrell-Fish Inc. ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to establish a preventative maintenance plan to efficiently and effectively maintain facilities at Switchyard Park and

WHEREAS, the Department requires the services of a professional Contractor in order to perform: 1) backflow inspections, 2) Main Stage building preventative maintenance, 3) Pavilion preventative maintenance, 4) Spray Pad open/close assistance, and 5) purchase of Spray Pad filters—specifics listed in the City of Bloomington Parks and Recreation Switchyard Park Planned Maintenance Agreement proposal by HFI (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 Hsiung Marler as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed seventeen thousand, five hundred seventy two dollars (\$17,572.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Hsiung Marler
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:	Contractor:
City of Bloomington	
ATTN: Hsiung Marler	
401 N. Morton, Suite 250	
Bloomington, Indiana 47402	

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

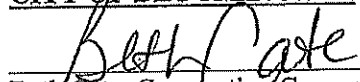
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter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


Article 27. Non-Collusion

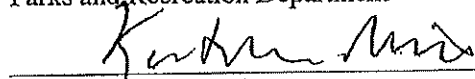
Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone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

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

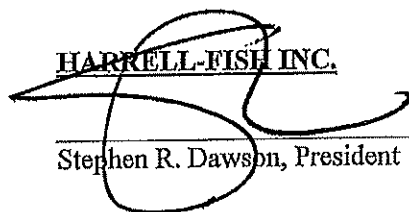
CITY OF BLOOMINGTON


Beth Cate, Corporation Counsel


Paula McDevitt, Director
Parks and Recreation Department


Kathleen Mills, President,
Board of Park Commissioners

HARRELL-FISH INC.


Stephen R. Dawson, President

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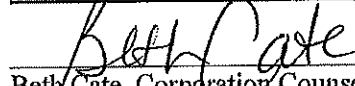
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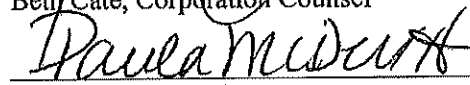
Article 27. Non-Collusion

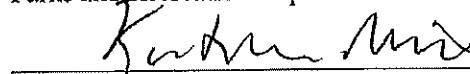
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CITY OF BLOOMINGTON


Beth Cate, Corporation Counsel


Paula McDevitt, Director
Parks and Recreation Department


Kathleen Mills, President,
Board of Park Commissioners

HARRELL-FISH INC.



Stephen R. Dawson, President

EXHIBIT A

"Scope of Work"

The Services shall include the following:

See City of Bloomington Parks and Recreation Switchyard Park Planned Maintenance Agreement proposal created by HFI based upon needs presented by Parks staff: Hsiung Marler and Maggie Tull.

Backflow Inspections	\$	441.00
Main Stage PM	\$	210.00
Pavilion PM	\$	3,777.00
Spray Pad Open/Close	\$	11,220.00
Spray Pad Filters	\$	1,924.00
Total	\$	17,572.00

EXHIBIT B
"Project Schedule"

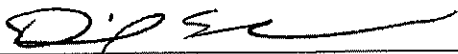
EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the CFO of Harrell-Fish Inc.
(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.

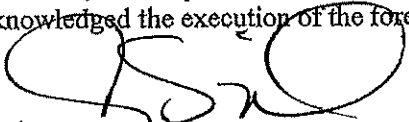


Signature
David E. Conner

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared David E. Conner and acknowledged the execution of the foregoing this 1st day of April, 2022.



Notary Public's Signature My Commission Expires: 9/8/22

Amy S. McNeil County of Residence: Monroe

Printed Name of Notary Public

AMY S MCNEIL
Notary Public, State of Indiana
SEAL
Commission Number 657800
My Commission Expires September 8, 2022
Monroe County

EXHIBIT D

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

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 1st day of April, 2022.

Harrell-Fish Incorporated

By: [Signature]
Signature
David E. Conner
Printed Name

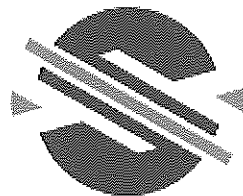
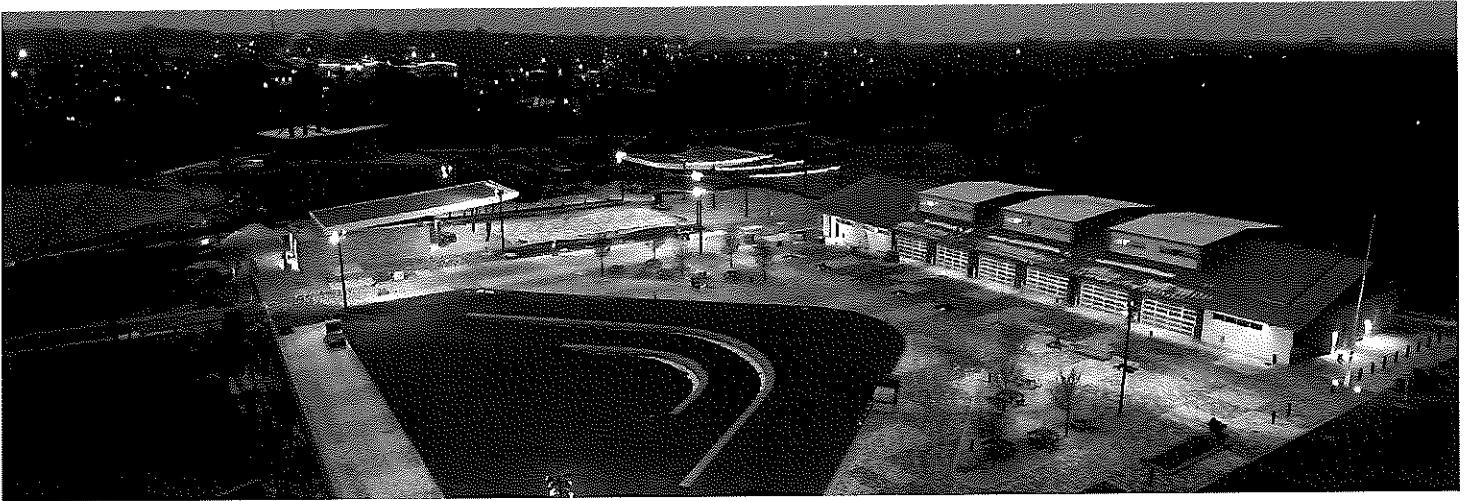
STATE OF Indiana)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared David E. Conner and acknowledged the execution of the foregoing this 1st day of April, 2022.

[Signature] My Commission Expires: 9/8/22
Notary Public's Signature

Amy S. McNeil County of Residence: Monroe
Printed Name of Notary Public

AMY S MCNEIL
Notary Public, State of Indiana
SEAL
Commission Number 657800
My Commission Expires September 8, 2022
Monroe County

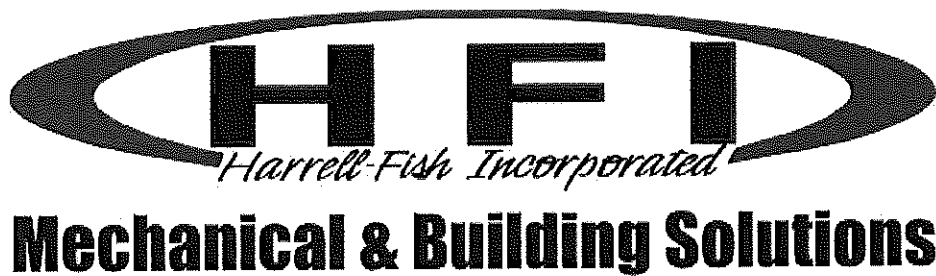


SWITCHYARD PARK
BLOOMINGTON INDIANA

**City of Bloomington Parks and Recreation
Switchyard Park Planned Maintenance
Agreement**



Mechanical & Building Solutions



January 24, 2022

City of Bloomington Parks and Recreation – Switchyard Park
717 North College Avenue
Bloomington, IN 47404

Attn: Hsiung (Shaun) Marler

Dear Shaun,

Thank you for the opportunity to submit this proposal for the planned maintenance of the Pavilion and Splash Pad facilities. We want to be the Mechanical & Building Solutions partner for this Project, and service provider here after.

We believe we offer the best value to you because we are local and will provide the best overall service including quick response time, highly qualified technicians, excellent safety practices, and competitive pricing. We have an impressive track record of supporting this community and valuing all our employees and their families.

The following pages outline our proposal and the details of our proposal. Please contact me if you have any questions or if you need any additional information. We look forward to working with Switchyard Park and its personnel. Hopefully, we are fortunate enough to be selected as your partner in maintaining your facilities.

Sincerely,

A handwritten signature in black ink, appearing to read 'Aaron Wagoner', is written over a light gray, textured background.

Aaron Wagoner
Account Manager
Harrell-Fish, Inc.

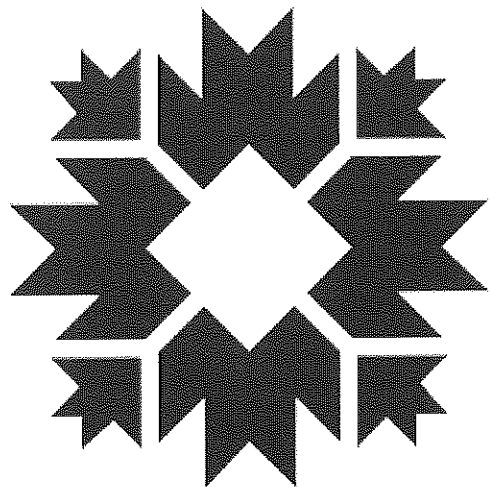
Planned Maintenance

► Benefits

- Reduced Unexpected Breakdowns
- Improved Comfort
- More Efficient Operation
- Money Saved
- Peace of Mind
- Extended Equipment Life

► City Facilities Serviced by HFI

- City Hall
- Fire Stations
- Police Station
- Twin Lakes Recreation Center
- Public Safety Training Center
- Bloomington Transit



Pavilion Equipment

Qty	Tag Number(s)	Manufacturer	Description
1	B-1	Laars	Boiler
1	EF-1	Greenheck	Exhaust Fan
2	RPZ-A, RPZ-B	Wilkins-Zurn	Backflow Preventer
1	BFP-1	N/A	Fire Line Backflow Preventer
1	P-5		Boiler Pump
3	P-1, P-2, P-3	Honeywell	Zone Heating Pumps
1	RP-A	Taco	Recirculating Pump
1	RTU-1	Trane	Packaged Unit
3	HP-1, HP-2, HP-3	Mitsubishi	Split System Heat Pump
5	FCU-1, FCU-2, FCU-3, FCU-4, FCU-5	Mitsubishi	Fan Coil Units
1	WH-A	AO Smith	Water Heater
1	MV-A	Lawler	Mixing Valve
1	GI-A	Spencer Concrete Products	Grease Interceptor
1	EWB-1	Qmark	Electric Wall Heater
1	LSP-1, LSP-2	Liberty	Lift Station Pumps

Spray Pad Building

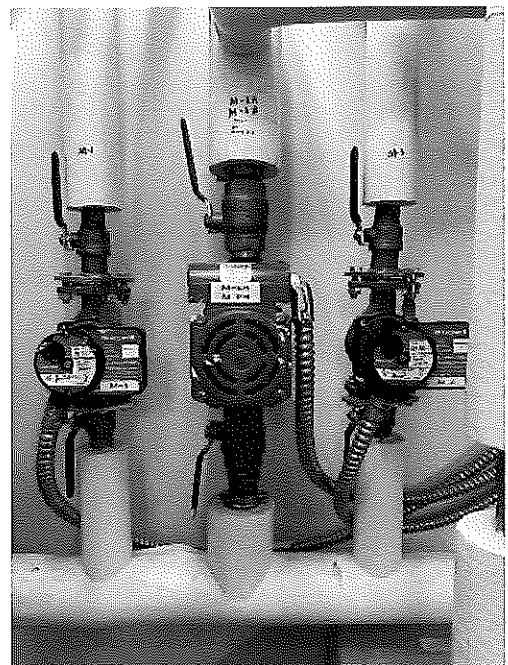
Qty	Tag Number(s)	Manufacturer	Description
2	EF-1, EF-2	Greenheck	Exhaust Fan
1	ERV-1	Greenheck	Energy Recovery Ventilator
1	UH-1	N/A	Unit Heater
2	EDC-1, EDC-2	Greenheck	Electric Duct Coil
1	WH-A	A.O. Smith	Water Heater
2	MV-A, MV-B	Lawler, HAWS	Mixing Valve
3	BP-A, BP-B, BP-C	Wilkins Zurn	Backflow Preventer
2	SP-A, SP-B	Liberty	Lift Station
7	P-1, P-2, P-3, P-4, P-5, P-6, P-7	N/A	Spray Pad Pump
1	IP-1	N/A	Irrigation Pump

Main Stage

Qty	Tag Number(s)	Manufacturer	Description
1	EF-1	Greenheck	Exhaust Fan
1	EWH-1	Qmark	Electric Wall Heater
1	RPZBP	Wilkins-Zurn	Backflow Preventer

Pumps

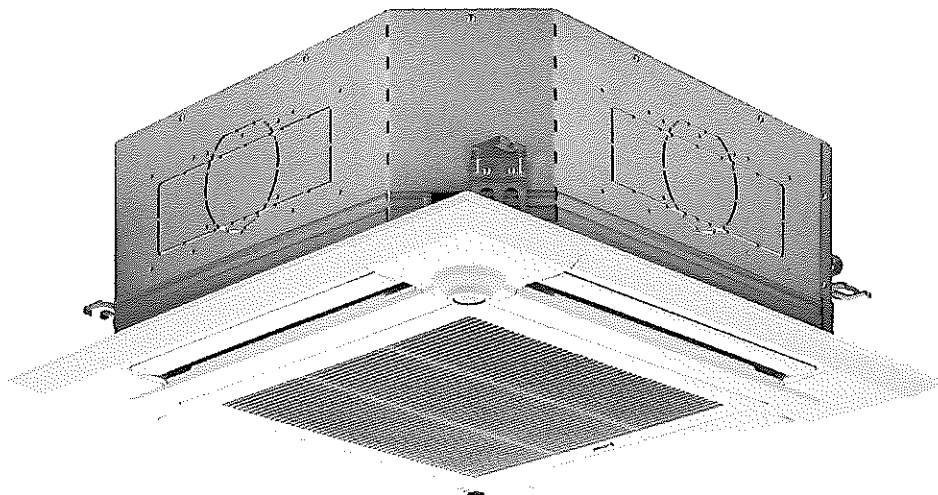
- ▶ Heating Water Pumps
 - Fall Startup
 - Exercise valves.
 - Lubricate all motors and bearings.
 - Report any deficiencies to manager.
- ▶ Lift Station Pumps
 - Semi-Annual Service
 - Pull pumps and visually inspect.
 - Lubricate.
 - Check floats and controls.
 - Verify operation.
 - Report any deficiencies to manger.



Mitsubishi Ductless Systems

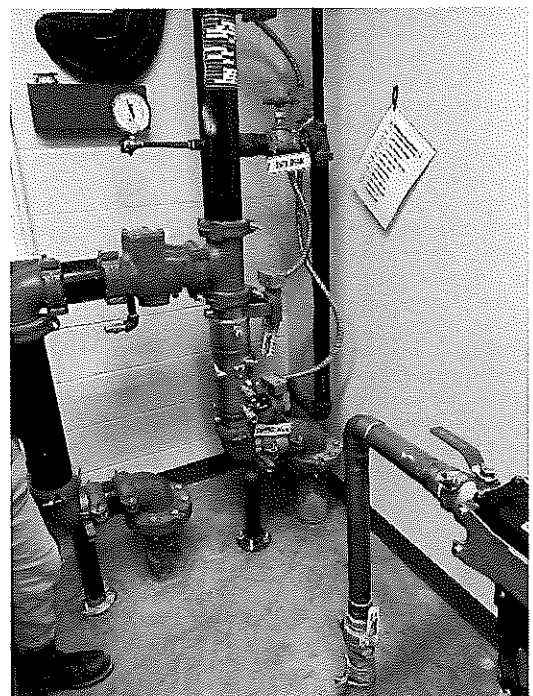
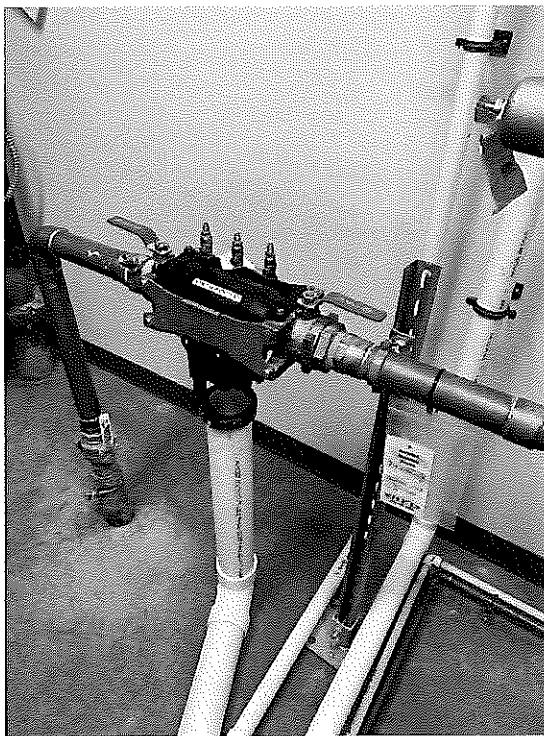
► Semi-Annual Service

- Remove, clean, and install air filters.
- Clean condenser coils.
- Check and adjust safety controls.
- Check and adjust operating controls.
- Check condition of condensate lines.
- Check electrical connections.
- Check operation of system.
- Report any deficiencies to manager.



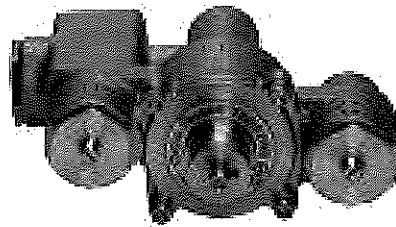
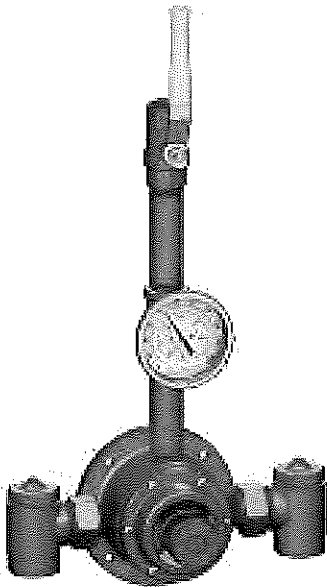
Backflow Preventer Devices

- ▶ Annual Certification
 - Check and certify devices.
 - If device fails, submit quote for repairs.
 - Submit all necessary documentation to municipalities.
 - Report any issues to manager.



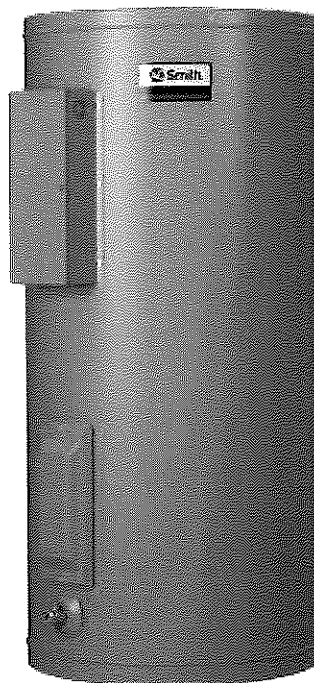
Mixing Valves

- ▶ Annual Service
 - Confirm operation of mixing valve. Adjust as needed.
 - Report any issues to manager.



Water Heaters

- ▶ Semi Annual Service
 - Drain water heater to clear of sediment and scale.
 - Check temperature and pressure relief valve operation.
 - Check heating elements for scale buildup. Clean if needed.
 - Check condition of anode rods.
 - Report any issues to manager.



Trane Packaged Unit

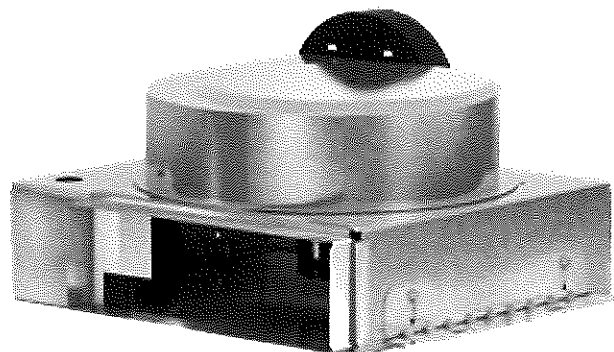
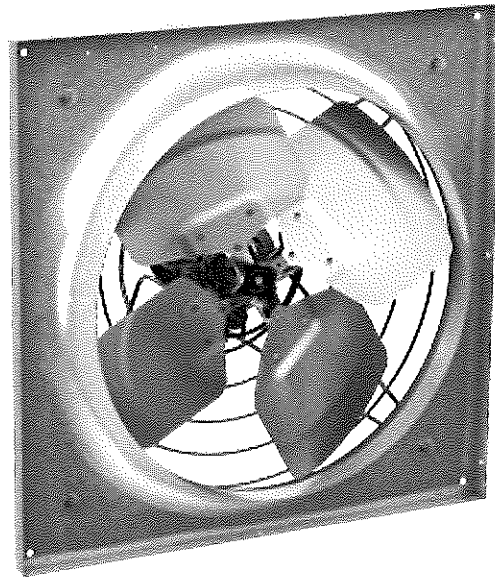
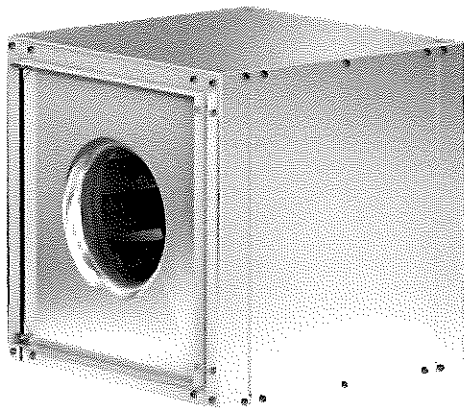
► Quarterly Maintenance

- Check fan belts, adjust as needed. Replace annually.
- Replace air filters (air filters included).
- Check condensate pan, drain, and overflow safety switch.
- Check supply fan assembly.
- Lubricate applicable motors and bearings.
- Check electrical connections and components.
- Check condition of heat exchanger.
- Clean condenser coils.
- Check condition of evaporator coils.
- Check condition and operation of economizer.
- Check variable frequency drive settings.
- Report any deficiencies to manager.



Exhaust Fans

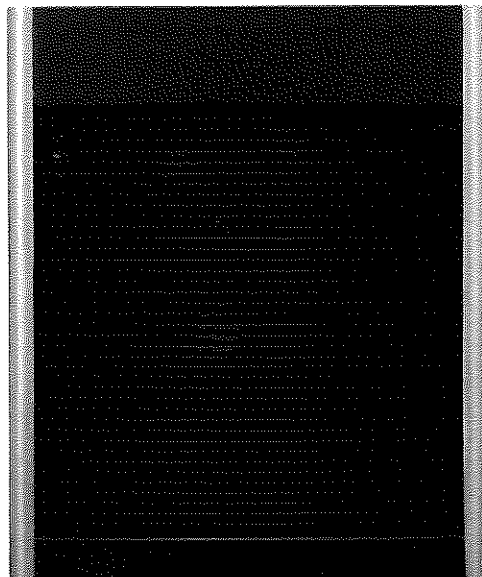
- ▶ Annual Maintenance
 - Check operation of fan motor.
 - Clean housing of fan.
 - Lubricate applicable motors and bearings.
 - Report any deficiencies to manager.



Unit Heaters

► Annual Maintenance

- Clean unit.
- Check operation.
- Report any deficiencies to manager.



Electric Duct Heater

- ▶ Annual Maintenance
 - Check heating elements.
 - Check electrical wiring and components.
 - Confirm operation.
 - Report any deficiencies to manager.

Boiler

► Semi Annual Service

◦ Fall Startup

- Check strainers.
- Check makeup water pressures.
- Check safety controls.
- Check operating controls.
- Inspect and clean condensate components.
- Check condensate neutralization.
- Analyze combustion for efficient operation.
- Check gas valve.
- Check flame sensor and ignitor.
- Check electrical connections and components.
- Report any deficiencies to manager.

◦ Spring Shutdown

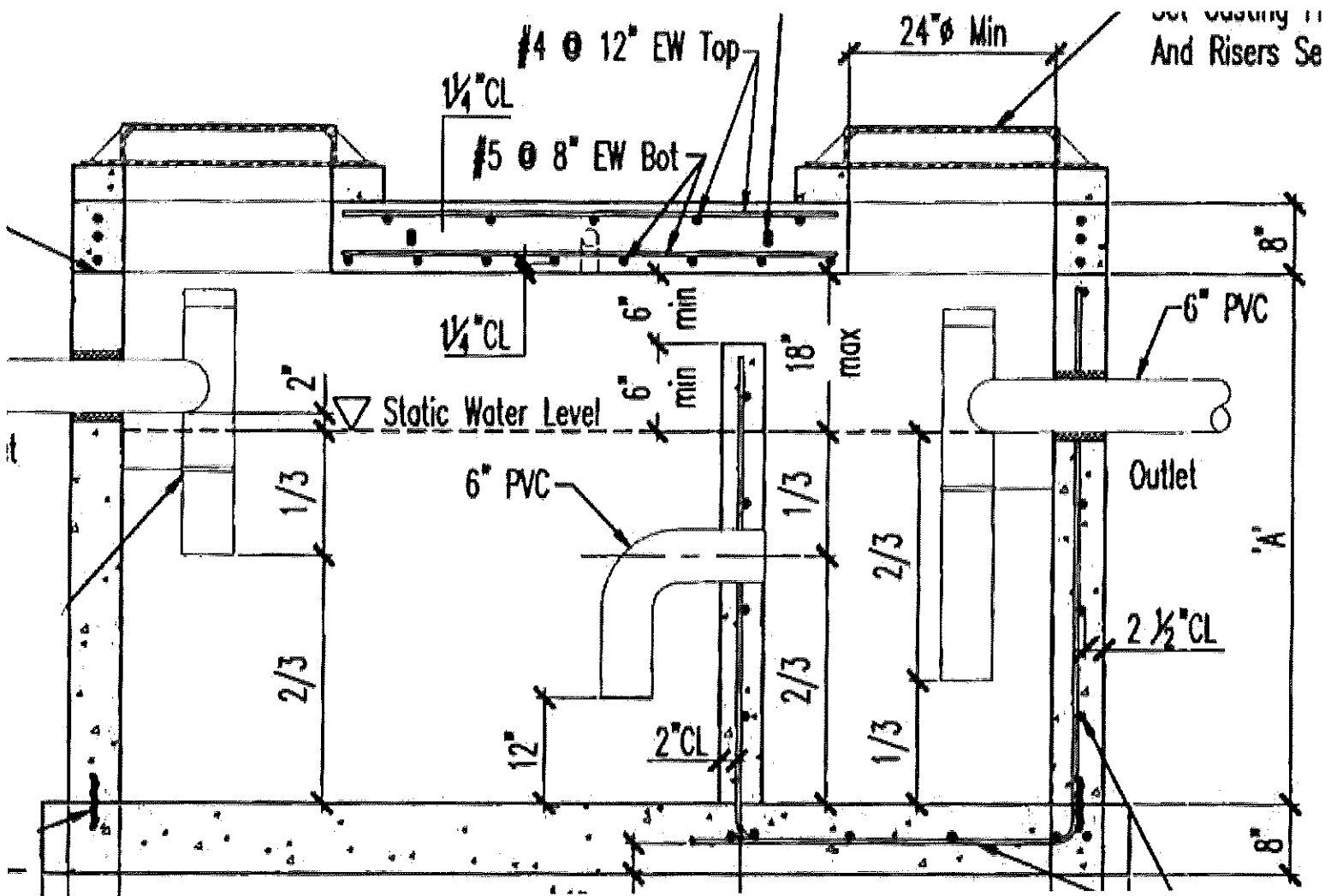
- Shutdown boiler.
- Check burner for debris, clean if needed.
- Inspect heat exchanger.
- Report any deficiencies to manager.



Grease Interceptor

► Semi-Annual Maintenance

- Visually Inspect Grease Interceptor.
- Report Condition to Manager.



Spray Pad

▶ Fall Winterization

- Remove components in pad terminations and place in storage.
- Check central trench. Place plugs in side-openings and take plug out of east opening to manhole.
- Pump all water out of outdoor pit.
- Drain system at each spray pump.
- Blow out piping with compressed air.
- Clean pump strainers.
- Lubricate pump motors and bearings.
- Visually inspect controls, pumps, chemicals, and parts.
- Report any deficiencies to manager.

▶ Spring Startup

- Bleed air from pumps.
- Install components in pad terminations.
- Replace water filters (Pricing is listed in last page of proposal).
- Startup equipment including pumps.
- Check amp draw on pumps.
- Exercise valves.
- Verify operations.
- Report any deficiencies to manager.



Sustainability

Harrell–Fish Inc. is committed to Sustainability and protecting our natural environment. We have been active in the community or involved in specific projects involving:

- ▶ Green Initiatives
- ▶ Follow all EPA Guidelines
- ▶ Minimize Waste
- ▶ Locally Source Items when possible
- ▶ Reduce Energy Footprint
- ▶ Water Conservation Measures
- ▶ Alternative Energy Strategies
- ▶ Solar Energy
- ▶ LEED Accredited Employee on staff
- ▶ Volunteer on City of Bloomington Sustainability Commission
- ▶ Local GBC Involvement
- ▶ LEED Platinum Project Partner for Indiana University
- ▶ Multiple LEED GOLD and SILVER projects

HFI Service

▶ We are Local

- HFI was founded in Bloomington in 1985.
- The majority of HFI employees are residents of Monroe County.

▶ We are Qualified

- HFI has the experience and expertise to properly maintain your facility for dependable and efficient operation. HFI has provided service to Bloomington and the surrounding areas for over 35 years.

▶ We are Professional

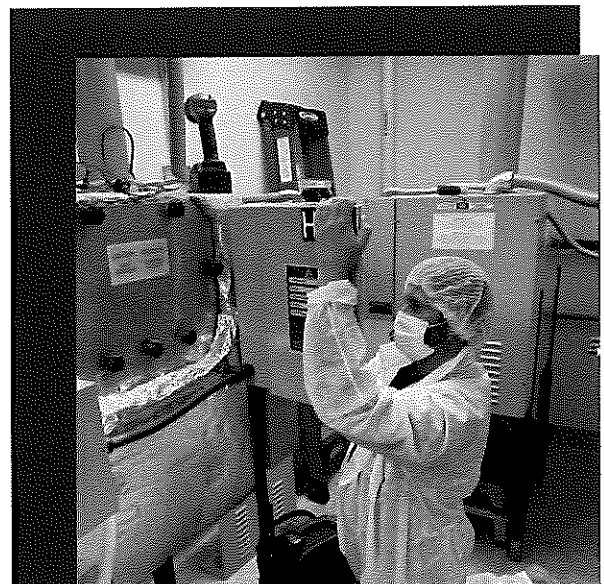
- HFI has a full staff of professionals including plumbers, HVAC technicians, refrigeration technicians, food service technicians, and a full office staff to support them.

▶ We are Safe

- The HFI commercial service staff is on the verge of 5 years without a recordable safety incident.
- Our team members are subject to random drug screenings.

▶ We are Prompt

- HFI is very responsive. On emergency calls, we will arrive at City of Bloomington sites within an hour.



Pavilion Pricing

Qty	Equipment	Spring	Summer	Fall	Winter	Total Hrs.	Rate	Labor	Material	Total Price
1	Boiler	2	0	2	0	4	\$ 84.00	\$ 336.00	\$ -	\$ 336.00
1	Exhaust Fan	0	0	0	0.5	0.5	\$ 84.00	\$ 42.00	\$ 20.00	\$ 62.00
4	Heating Water Pumps	0	0	0.5	0	2	\$ 84.00	\$ 168.00	\$ 30.00	\$ 198.00
1	Packaged Unit	6	0	6	0	12	\$ 84.00	\$ 1,008.00	\$ 380.00	\$ 1,388.00
3	Mitsubishi Heat Pumps	1	0	1	1	9	\$ 84.00	\$ 756.00	\$ 50.00	\$ 806.00
5	Mitsubishi Cassette Units	0.5	0	0.5	0	5	\$ 84.00	\$ 420.00	\$ -	\$ 420.00
1	Water Heaters	0	1	0	1	2	\$ 84.00	\$ 168.00	\$ -	\$ 168.00
1	Mixing Valves	0	0	0	0.5	0.5	\$ 84.00	\$ 42.00	\$ -	\$ 42.00
1	Grease Interceptor	0	0.5	0.5	0	1	\$ 84.00	\$ 84.00	\$ -	\$ 84.00
1	Electric Wall Heater	0	0	0.5	0	0.5	\$ 84.00	\$ 42.00	\$ -	\$ 42.00
2	Lift Station Pumps	0.5	0	0.5	0	2	\$ 84.00	\$ 168.00	\$ -	\$ 168.00
1	Unit Heater	0	0	0.25	0	0.25	\$ 84.00	\$ 21.00	\$ -	\$ 21.00
1	Recirculation Pump	0	0	0	0.5	0.5	\$ 84.00	\$ 42.00	\$ -	\$ 42.00
Annual Price									\$ 3,777.00	

Spray Pad Pricing

Qty	Equipment	Spring	Summer	Fall	Winter	Total Hrs.	Rate	Labor	Material	Total Price
2	Exhaust Fans	0	0	0.5	0	1	\$ 84.00	\$ 84.00	\$ 20.00	\$ 104.00
7	Spray Pad Pumps	0	0	0.75	0	5.25	\$ 84.00	\$ 441.00	\$ 70.00	\$ 511.00
1	Water Heater	1	0	1	0	2	\$ 84.00	\$ 168.00	\$ -	\$ 168.00
2	Mixing Valves	0	0	0.5	0	1	\$ 84.00	\$ 84.00	\$ -	\$ 84.00
2	Lift Station Pumps	0.5	0	0.5	0	2	\$ 84.00	\$ 168.00	\$ -	\$ 168.00
1	Unit Heater	0	0	0.25	0	0.25	\$ 84.00	\$ 21.00	\$ -	\$ 21.00
2	Electric Duct Coils	0	0	0.25	0	0.5	\$ 84.00	\$ 42.00	\$ -	\$ 42.00
1	Irrigation Pump	0	0	0.5	0	0.5	\$ 84.00	\$ 42.00	\$ -	\$ 42.00
1	Spray Pad Seasonal Changeover	40	0	80	0	120	\$ 84.00	\$ 10,080.00	\$ -	\$ 10,080.00
									Annual Price	\$ 11,220.00

Main Stage Pricing

Qty	Equipment	Spring	Summer	Fall	Winter	Total Hrs.	Rate	Labor	Material	Total Price
1	Water Heater	0	1	0	1	2	\$ 84.00	\$ 168.00	\$ -	\$ 168.00
1	Electric Wall Heater	0	0	0.5	0	0.5	\$ 84.00	\$ 42.00	\$ -	\$ 42.00
Annual Price										\$ 210.00

Backflow Device Pricing

Qty	Equipment	Spring	Summer	Fall	Winter	Total Hrs.	Rate	Labor	Filters	Coil Cleaner	Lubricant	Material	Total Price
7	Backflow Preventers	0	0	0	0.75	5.25	\$ 84.00	\$ 441.00	0	0	20	\$ -	\$ 441.00
Total Price \$ 441.00													

Spray Pad Water Filter Pricing

Annual Qty	Filter	Price Per	Annual Price
2	R173217	\$122.32	\$244.64
24	R173572	\$59.00	\$1,416.00
4	R173573	\$65.65	\$262.60
		Total	\$1,923.24



STAFF REPORT

Agenda Item: C-5
Date: 12/7/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Division Director
DATE: December 13, 2022
SUBJECT: REVIEW/APPROVAL OF CONTRACT 75 GOLF CARS AND 2 SERVICE VEHICLES AT CASCADES GOLF COURSE

Recommendation

Staff recommends the bid from Midwest Golf & Turf - ClubCar for \$254,527. Funds for this purchase are in the 2023 general fund 200-18-183500-53840. Budget funds account for a four or five year lease/purchase from municipal finance sources. The Controller's office will negotiate the lease terms.

Background

There are two primary vendors that make golf cars and we received bids from each vendor. Midwest Golf & Turf – ClubCar's net bid was \$254,527. EZ-Go's net bid was \$555,385.25. Both bidders met the bidding requirements and specifications.

RESPECTFULLY SUBMITTED,

Satoshi Kido, Sports Division Director

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

Midwest Golf and Turf

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Midwest Golf and Turf ("Contractor"). Contractor's Scope of Services are further defined in the Master Lease/Purchase Agreement, attached as Exhibit C and incorporated by reference into this Agreement.

Article 1. Scope of Services Contractor shall provide rental of 75 electric carts, 1 ranger picker, and 1 utility car ("Services"). The charges for service is \$254,547.

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 Wednesday March 1, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two hundred fifty four thousand five hundred forty seven dollars (\$254,547). 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. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
(March 2023 - January 2026)

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: Satoshi Kido, 401 N. Morton, Bloomington, IN 47402. Contractor: Midwest Golf & Turf - ClubCar.
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

Midwest Golf & Turf - ClubCar

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

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: _____

County of Residence: _____

Printed Name of Notary Public _____

EXHIBIT B

STATE OF _____)
COUNTY OF _____) SS:

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Midwest Golf & Turf Club Car

By: _____

STATE OF _____)
COUNTY OF _____) SS:

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Ex. C

MASTER LEASEPURCHASE AGREEMENT

By and between

MIDWEST GOLF TURF – CLUBCAR
(Lessor)

and

**THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON,
INDIANA**
(Lessee)

DATED AS OF DECEMBER , 2022

THIS INSTRUMENT IS INTENDED BY THE PARTIES TO CONSTITUTE
A SECURITY AGREEMENT UNDER THE INDIANA UNIFORM COMMERCIAL CODE
TO THE EXTENT APPLICABLE

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Additional Attachments

Municipal Certificate

Essential Use/Source of Funds Certificate

MASTER LEASEPURCHASE AGREEMENT

This Master LeasePurchase Agreement (the "Agreement"), made and entered into as of this ____ day of December, 2022, by and between Midwest Golf & Turf ClubCar ("hereinafter called together with its successors and assigns, if any, "Lessor"), an Indiana limited liability company with offices located in 9108 Yeager Lane, Fort Wayne, IN, and the Board of Park Commissioners of the City of Bloomington, Indiana (the "Lessee"), with its designated address at 401 North Morton Street, Suite 240, Bloomington, Indiana 47404, a political subdivision of the State of Indiana, organized and existing under and by virtue of the laws and Constitution of the State of Indiana.

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire equipment and other items of personal property and to finance such equipment and/or personal property by entering into leasepurchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Agreement certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease and sell them to Lessee pursuant to this Agreement;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

SECTION 1. Certain Defined Terms and References.

(a) In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings given below unless the context clearly requires otherwise:

"Additional Rent" means the payments required to be made pursuant to Section 7 in addition to the Base Rent.

"Agreement" means this Master LeasePurchase Agreement as the same may be amended or supplemented from time to time, and all other documents and certificates required to be executed in connection herewith.

"Applicable Rate of Interest" means such rate as shall be determined from the Schedule of Payments (attached as *Exhibit B* hereto, which may be amended or supplemented from time to time) with respect to each Individual Payment Schedule.

"Authorized Officer," when used:

(i) With respect to Lessee, means any officer of Lessee who is designated in writing by Lessee, by laws of the State of Indiana, or by the body of Lessee approving this Agreement, as an Authorized Officer for the purposes of any Lease.

(ii) With respect to Lessor, means any officer of Lessor who is designated in writing as an Authorized Officer for purposes of any Lease.

(iii) With respect to any successor to Lessor as Lessor, means the officer of the successor who is designated in writing by the successor's governing body as an Authorized Officer for purposes of any Lease.

"Base Rent" means the payments, including the principal and interest components thereof, specified in the Individual Payment Schedules attached hereto.

"Commencement Date" means the date when the term of the Individual Payment Schedule begins and Lessee's obligation to make LeasePurchase Payments accrues, as evidenced by payment by Lessor to the Vendor of Equipment or by the deposit by Lessor into the Acquisition Fund of the moneys required by the Escrow Agreement.

"Contractor" means each of the manufacturers or vendors from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery or installation of the Equipment.

"Environmental Laws" means all federal, state, local and foreign laws and any consent decrees, settlement agreements, judgments, orders, directories, policies or programs issued by or entered into with an Official Body pertaining or relating to: (a) pollution or pollution control; (b) protection of human health or the environment, (c) employee safety in the workplace; (d) the presence, use, management, generation, manufacture, processing, extraction, treatment recycling, refining, reclamation, labeling, transport, storage, collection, distribution, disposal or release of threat of regulated substances (for example, "hazardous substances," "pollutants," "pollution," "contaminants," "hazardous or toxic substances"...); (e) the presence of contamination (i.e. the release of regulated substances in or from the Equipment); (f) the protection of endangered or threatened species, and (g) the protection of environmentally sensitive areas (i.e. wetlands, coastal zones, areas of historic or archeological significance, endangered or threatened species or floodplain).

"Equipment" means the personal property described in the Individual Payment Schedules, which is being leased and purchased by Lessee pursuant to this Agreement. The property so listed shall be, collectively, the "Equipment" and individually, a "Unit of Equipment."

"Equipment Location" means the location or locations within Lessee's jurisdiction where the Equipment is installed, used or maintained by Lessee.

"Individual Payment Schedules" means the schedules which identify specific Units of Equipment, the Commencement Date of the individual leases and terms thereof (which are

treated as separate lease obligations) which may become a part of this Agreement from time to time. Each Individual Payment Schedule shall consist of the forms attached hereto as *Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G*, as each exhibit may be applicable to a specific lease, and supplemental documents including an original invoice or purchase order and any other documents needed to perfect a security interest in the Equipment by Lessor.

"Lease" or "Leases" means the individual leases of Equipment or Units of Equipment, as specified in an Individual Payment Schedule together with this Agreement.

"LeasePurchase Payment Account" means the account established by Lessor for receipt and deposit of the LeasePurchase Payments of Lessee under this Agreement and for deposit of any insurance proceeds not used for repair or replacement of Equipment, as provided in Section 19 of this Agreement.

"LeasePurchase Payments" means the sum of the Base Rent and any Additional Rent due at or during a stated time.

"Lease Term" means, collectively, the periods set forth in each Individual Payment Schedule.

"Lessee" means as referenced above, the governing body of the City of Bloomington Park District, which is a political subdivision of the State.

"Lessor" means as referenced above, or its successors or assigns.

"Official Body" means any national, federal, state, local or other government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator, in each case whether foreign or domestic.

"Payment Date" means each date of payment during the Lease Term designated as a Payment Date in the Individual Payment Schedules.

"Purchase Price" means, as of any Purchase Price Date, the amount set forth in the Individual Payment Schedules which Lessee may pay to purchase the Equipment or specific Units of Equipment.

"Purchase Price Date" means any Payment Date referred to in the Individual Payment Schedules, on which Lessee may purchase the Equipment or specific Units of Equipment by payment of the applicable Purchase Price after payment of the LeasePurchase Payment due on such date.

"State" means the State or Commonwealth where Lessee is located.

"Unit of Equipment" means each individual unit of Equipment, as further explained in the definition of "Equipment" herein.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or will purchase the Equipment.

(b) References to sections, exhibits or attachments, unless otherwise indicated, are to sections of or exhibits or attachments to this Agreement.

SECTION 2. Assignment of Warranties.

Lessor shall assign to Lessee during the Lease Term and does hereby assign, all warranties, if any, express or implied with respect to the Equipment. Such assignment includes an authorization to Lessee to obtain the customary services furnished in connection with those warranties, at Lessee's expense.

SECTION 3. Lease of Equipment.

Lessor hereby agrees to demise, lease and let to Lessee, and Lessee hereby agrees to rent, lease and hire from Lessor, the Equipment in accordance with the provisions of this Agreement, to have and to hold for the Lease Term. Upon and during acquisition of the Equipment, all leasehold rights granted to Lessee by Lessor under this Agreement shall vest in Lessee, without any further action on the part of Lessor.

The lease of each Unit of Equipment shall be evidenced by an Individual Payment Schedule executed by Lessor and Lessee describing specific personal property, and setting forth provisions relating to the rent, term of the Lease, and other details relating to such Equipment. The Lease for each Unit of Equipment shall become effective on the Commencement Date, and the Individual Payment Schedule for such Equipment shall specify such date as the effective date of the Lease.

SECTION 4. Disbursements.

Lessor and Lessee agree to either disburse funds directly to the Vendor of Equipment or to Lessee as directed by Lessee. Lessee is authorized to use all such funds for payment of, or reimbursement to Lessor or Lessee for payment of, the following:

(a) Expenses incurred in connection with the authorization, issuance and delivery of this Agreement and the preparation and delivery of all agreements, instruments and documents related thereto, including, but not limited to, all financial, legal, administrative, accounting and printing fees, expenses and charges and all recording, filing or insurance, and any other fees, expenses or charges relating to the acquisition and/or installation of the Equipment or the execution of this Agreement and any Individual Payment Schedule hereto;

(b) Any other costs, expenses, fees and charges properly chargeable to the cost of acquisition and/or installation of the Equipment; and

(c) Any other costs relating to the Equipment for which payment may be made under the terms of this Agreement.

Reimbursements to Lessee for amounts paid on the Equipment (by virtue of a down payment or payment for the Equipment) from the amounts provided for by this Agreement must be in accordance with Treas. Regs. § 1.150-2.

SECTION 5. Reserved.

SECTION 6. Lease Term.

The term of each Lease will be for the period indicated on the Individual Payment Schedules, unless Lessee exercises its Purchase Option (as specified in Section 20 hereto) prior to the end of the Lease Term. Each Lease will terminate upon payment of the final LeasePurchase Payment indicated on the applicable Individual Payment Schedule (plus any Additional Rent payable under the terms of this Agreement), or on a sooner Purchase Price Date.

SECTION 7. Base Rent; Late Payments; Additional Rent; Advances.

(a) Subject to Section 18 hereof, Lessee agrees to pay to Lessor during the Lease Term of each Lease the LeasePurchase Payments set forth in the Individual Payment Schedules on the dates and in the amounts set forth therein, including the interest components thereof, equal to the amounts provided below in this Section. Subject to Section 18 hereto, the LeasePurchase Payments during the Lease Term will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim or recoupment for any reason whatsoever.

(b) Subject to Section 18 hereof, Lessee agrees to pay as Base Rent directly to Lessor the following amounts:

(i) Lessee agrees to pay the LeasePurchase Payments specified in each Individual Payment Schedule. Each payment shall be applied first to payment of the interest component of the respective LeasePurchase Payment.

(ii) To the extent permitted by law, if any Lease-Purchase Payment shall not have been received by Lessor ten (10) days after the applicable Payment Date, which payment has not been accelerated, Lessee agrees to pay a one-time late payment charge equal to 1-1/2% of the amount of the Lease-Purchase Payment due and owing. This 1-1/2% late payment charge shall be assessed each month (or alternatively on each applicable Payment Date, as determined in the sole discretion of Lessor) after the applicable 10-day grace period, one-time on any and all unpaid amount of the Lease-Purchase Payment then due and owing, and such late payment charge shall not be re-assessed on any paid or unpaid past amounts due and owing.

(c) Subject to Section 18 hereof, Lessee agrees to pay to Lessor the following amounts as Additional Rent:

(i) Consistent with Section 17 herein, Lessee represents that no charges, fees or taxes (local, state or federal) are currently imposed on the ownership, leasing, rental, sale, purchase, possession or use of the Equipment,

exclusive of taxes on or measured by Lessor's income, and acknowledges that no provision has been made for the inclusion of any such charges or taxes in the Base Rent. If during the Lease Term, the ownership, leasing, rental, sale, purchase, possession or use of the Equipment shall result in the imposition on Lessor of any charges, fees or taxes (local, state or federal), exclusive of taxes on or measured by Lessor's income, Lessee shall promptly pay to Lessor, upon receipt from Lessor of a statement therefor, as Additional Rent an amount equal to those charges, fees and/or taxes imposed on Lessor.

(ii) Upon an Event of Default, Lessee will pay to Lessor as Additional Rent all reasonable costs and expenses incurred or to be paid by Lessor under this Agreement, including Lessor's reasonable outofpocket expenses and Lessor's reasonable attorney fees, which were not part of the original cost of the Equipment.

(iii) Lessee will pay to Lessor, as Additional Rent, all supplemental payments required by Section 8(d) below in the amount necessary to preserve the Tax Equivalent Yield to Lessor under the terms of this Agreement, in the manner provided therein.

(d) If Lessee does not make payment of all or any part of the Additional Rent, Lessor shall have the right, but shall not be obligated, to pay or advance the amount of such Additional Rent. If Lessor pays any portion of such Additional Rent, then subject to Section 18 hereof, Lessee shall pay Lessor no later than the end of the then current year, an amount equal to the sum of such Additional Rent and the costs incurred by Lessor in making such payment or advance, including the amount Lessor would have earned from investment of the amount paid or advanced before repayment thereof as determined by the prime rate of First Financial Bank, as announced from time to time, plus 1.0%. Lessor shall notify Lessee in writing of the costs incurred in any case of its paying or advancing such Additional Rent. If Lessor pays or advances such Additional Rent, and is repaid as provided for in this paragraph, then such initial failure to pay shall be deemed to be cured and shall not be deemed to be an Event of Default under Section 22 of this Agreement.

(e) LeasePurchase Payments shall be payable at the designated commercial leasing office of Lessor or at such other place as Lessor may from time to time designate in writing.

(f) Lessee shall not permit the federal government to guarantee any Lease-Purchase Payments under any Lease.

SECTION 8. Actions Relating to Tax Exemption of Interest Components.

(a) Lessor and Lessee each covenant that it will restrict the use of moneys realized under this Agreement or otherwise in connection with the acquisition and financing of the Equipment in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of entering into

this Agreement, so that there will not exist at any time any obligation in connection with this Agreement or the Equipment that constitutes an obligation the interest on which is includible in gross income for federal income tax purposes or an "arbitrage bond" under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed under that Section and any subsequent amendments or modifications thereto. Any officer of Lessor or Lessee having responsibility with respect to the execution and delivery of this Agreement shall, alone or in conjunction with any other officer, employee or agent of or consultant to Lessor or Lessee, give an appropriate certificate of Lessor or Lessee pursuant to Sections 103 and 148 of the Code and those regulations, setting forth the reasonable expectations of Lessor or Lessee on the date of entering into each Individual Payment Schedule of this Agreement, substantially in the form attached hereto as *Exhibit D*, regarding each Lease and the use of those moneys.

(b) Lessee represents and covenants that it will not use the Equipment, or permit the Equipment to be used, in such a manner as would result in the loss of the exclusion from gross income for federal income tax purposes of the component of the LeasePurchase Payments designated as interest on the Individual Payment Schedules afforded under Section 103(a) of the Code.

(c) Lessor and Lessee each covenant to take all action required to maintain exclusion from gross income for federal income tax purposes afforded under Section 103(a) of the Code, of the LeasePurchase Payments designated as the interest component on the Individual Payment Schedules attached hereto.

SECTION 9. Authority and Authorization.

In addition to the representations, covenants and warranties in Section 30 hereto, Lessee represents, warrants and covenants that: (a) Lessee is a political subdivision of the State, duly organized and validly existing under and by virtue of the laws of the State; (b) the execution, delivery and performance by Lessee of this Agreement and its obligations thereunder have been duly authorized by all necessary action on the part of Lessee; (c) this Agreement constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms; (d) Lessee will do or cause to be done all things necessary to preserve and keep this Agreement, including each Individual Payment Schedule hereunder, in full force and effect; and (e) Lessee has complied with all requirements applicable to it, and has taken all steps for approval and adoption of this Agreement as a valid obligation on its part, including without limitation, compliance with all requirements relating to public bidding, referendums and debt limitations.

This Agreement is not a commitment by Lessor to enter into any Individual Payment Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter any proposed Individual Payment Schedule, it being understood that whether Lessor enters into any proposed Individual Payment Schedule shall be a decision solely within Lessor's discretion.

SECTION 10. Title; Termination.

(a) In order to secure its obligations hereunder, Lessor hereby retains title to the Equipment and grants to Lessee the beneficial use and possession of the Equipment during the Lease Term; provided, however, that while Lessee has beneficial use and/or possession of the Equipment, Lessor hereby grants, with recourse, and Lessee hereby accepts, title to the Equipment, subject to Lessor's rights under this Agreement, particularly, Lessor's rights in paragraph (b) of this subsection; provided, further, that for purposes of any and all charges, fees, taxes (including without limitation, amounts due pursuant to Section 17 hereunder), and liability (whether civil or criminal), associated with the acquisition, maintenance, ownership, possession or use of the Equipment during the Lease Term, Lessee agrees that it shall be treated as title holder of the Equipment, without effect to Lessor's rights under this Agreement, particularly, Lessor's rights in paragraph (b) of this subsection.

(i) Subject to Lessee's interests in the Equipment in the preceding paragraph, Lessor's interest in title to the Equipment shall include: (1) all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (2) all general intangibles, software intangibles and other property relating thereto (excluding accounts receivable), (3) all warehouse receipts, bills of lading and other documents of title now or hereafter covering any of the Equipment, (4) all securities, funds, moneys, deposits and other property at any time held in or subject to the Acquisition Fund (subject to any interests of the Escrow Agent), (5) all accessions thereto, (6) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed or used in connection with any of the Equipment, (7) all substitutions for any of the Equipment and (8) proceeds of the Equipment (including, without limitation, any property acquired by Lessee with such proceeds).

(b) Subject to Lessee's interests in paragraph (a)(i) of this subsection, the Equipment shall remain the property of Lessor and Lessor's title to the Equipment shall fully pass to Lessee without cost upon (i) Lessee's exercise of the prepayment option granted in Section 20 hereof, or (ii) the complete payment and performance by Lessee of all of its obligations during the Lease Term; provided, however, that Lessee shall immediately surrender beneficial use and possession of the Equipment to Lessor upon (1) termination of this Agreement without Lessee exercising its prepayment option to purchase with respect thereto, or (2) the occurrence of an Event of Default which is not cured in accordance with the terms of this Agreement. In any of such cases, Lessee agrees to execute such instruments and do such things as Lessor reasonably requests in order to effectuate transfer of any and all of Lessee's possession, right, title and interest in such Equipment, as is, to Lessor. Subject to Lessee's obligations under Section 14 hereof, it is hereby acknowledged by Lessor and Lessee that Lessee will purchase the Equipment on the terms set forth in the Individual Payment Schedules of this Agreement.

SECTION 11. Security Interest.

For purposes of federal taxation and Article 9 of the Uniform Commercial Code (as adopted by the State of Indiana), the bargain for the Equipment under this Agreement shall be treated as a conditional sale.

To the extent permitted by law, and for the purpose of securing the prompt payment and performance as and when due of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a first priority security interest in the Equipment, all replacements, substitutions, accessions and proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. To the extent permitted by law, Lessee agrees that with respect to the Equipment, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State. Lessee may not dispose of any item of the Equipment without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute a part of the Equipment.

SECTION 12. Disclaimer of Warranties; Risk of Loss.

LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, SUBJECT TO LESSEE'S OBLIGATIONS UNDER SECTION 14 HEREOF, OF ANY OF THE EQUIPMENT OR AS TO ITS TITLE THERETO OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT and Lessor hereby assigns to Lessee for and during the Lease Term all manufacturer's warranties or guaranties, express or implied, issued on or applicable to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties or guaranties at Lessee's expense. Lessee acknowledges that the Equipment shall be purchased by Lessor in accordance with Lessee's specifications and from a vendor selected by Lessee; that Lessor is not a manufacturer of or dealer of such Equipment and takes no part in or responsibility for the installation of the Equipment, and that Lessor has made no representation or warranty and assumes no obligation with respect to the merchantability, condition, quality or fitness of the Equipment or the enforcement of the manufacturer's warranties or guaranties.

All such risks, as between Lessor and Lessee, are to be borne by Lessee. Without limiting the foregoing Lessor shall have no responsibility or liability to Lessee or any other person with respect to any of the following: (a) any liability, loss or damage caused or alleged to be caused directly or indirectly by the Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; (b) the use, operation or performance of the Equipment or any risks relating thereto; (c) any interruption of service, loss of business or anticipated profits or consequential damages; or (d) the delivery, operation, servicing, maintenance, repair, improvement or replacement of the Equipment.

SECTION 13. Personal Property; Certificate of Title Laws.

The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or

attached to or embedded in or permanently rested upon real property or any building or fixtures thereon or otherwise attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise; however, if the Equipment is deemed to be a fixture, Lessee shall immediately notify Lessor of this designation and Lessee shall do all things necessary to assist Lessor (or its assignee) to preserve a perfected first priority security interest in the Equipment.

If any of the Equipment is subject to certificate of title laws during the Lease Term, Lessee shall deliver to Lessor contemporaneously with payment to the Vendor of such Equipment a copy of the manufacturer's certificate(s) of origin reflecting Lessee as the owner of the Equipment and Lessor as first lienholder. Lessee shall be responsible for the titling of vehicular Equipment and shall ensure each title application reflects Lessee as owner and Lessor as first lienholder and shall provide Lessor copies of each title application. The title application process shall be completed as soon as possible after payment to the Vendor for the vehicular equipment. Lessee shall deliver the original certificate(s) of title to Lessor upon issuance thereof.

SECTION 14. Use; Maintenance and Repair.

(a) Lessee will: (i) use the Equipment in a careful manner for the use contemplated by this Agreement and the laws of the State with respect to equipment of this type; (ii) comply with all laws, insurance policies and regulations relating to the use, maintenance and operation of the Equipment; and (iii) pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Equipment.

(b) Lessee, at its expense, will: (i) keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor, and (ii) obtain and maintain any governmental licenses and permits required for ownership and operation of the Equipment.

(c) Lessee will repair and maintain, or by contract provide for the proper repair and maintenance of, the Equipment during the Lease Term.

(d) Lessor agrees that during the Lease Term it will not impair Lessee's abilities to operate or maintain the Equipment in sound operating condition so that the Equipment will be able to carry out its intended functions.

SECTION 15. Alterations.

Following completion of the acquisition of the Equipment, Lessee will not make any alterations, additions, substitutions, subtractions or replacements to the Equipment which would have an adverse effect on either the nature of the Equipment or the function or value of the Equipment, unless such alterations, additions, substitutions, subtractions, replacements or improvements may be readily removed or re-added without damage to the Equipment. Any alterations, additions or improvements to the Equipment which may not be readily removed without damage to the Equipment, and any substitutions or replacements, shall be considered to constitute a part of the Equipment.

SECTION 16. Location; Inspection.

Lessee shall not remove the Equipment from the Equipment Location without the consent of Lessor, which consent shall not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect or observe the use, operation and maintenance of the Equipment.

SECTION 17. Fees, Taxes and Liens.

(a) Fees. Lessee shall be liable to reimburse Lessor for, and agrees to hold Lessor harmless from, all titling, recordation, documentary stamp and other fees arising at any time prior to or during the Lease Term, or upon or relating to the Equipment or this Agreement.

(b) Taxes, Other Governmental Charges and Utility Charges. The parties contemplate that the Equipment will be used for a governmental purpose of Lessee and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), which form includes without limitation, ad valorem taxes (whether real or personal), Lessee will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Lease Term against or with respect to the Equipment, as well as all utility and other charges incurred in the operation and use of the Equipment.

(c) Liens. Lessee shall keep the Equipment, the Acquisition Fund and the Bond Fund (as defined in the Escrow Agreement) free and clear of all liens, levies and encumbrances, except those created under this Agreement.

SECTION 18. Appropriation; Damage; Destruction.

All financial obligations of Lessee under this Lease, including all rental obligations under Section 7 hereof, are subject to appropriation of available funds to make such payments by the governing body of Lessee. The failure of the governing body to appropriate the funds necessary to make any rental payment due hereunder shall not constitute an Event of Default, but in such event this Lease as it applies to the particular Equipment Schedule and Schedule of Payments relating to the rental payment obligation shall terminate, and Lessee shall be required to deliver to Lessor the Equipment subject to such Equipment Schedule and Schedule of Payments. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and will promptly repair or replace any portions of Equipment lost, destroyed, damaged or appropriated necessary to maintain the Equipment in sound operating condition so that at all times during the Lease Term the Equipment will be able to carry out its intended functions.

SECTION 19. Insurance.

(a) Lessee during the Lease Term of this Agreement shall maintain:

(i) casualty and/or property insurance, with any loss deductible commonly used by Lessee, at a minimum covering the replacement value of the Equipment, naming Lessor as loss payee; and

(ii) liability insurance covering the use of the Equipment, which may be a combination of selfinsurance and an excess liability policy, naming Lessor as an additional insured.

(b) The proceeds of any personal injury insurance, casualty insurance, or appropriation awards, to the extent they are not promptly used or encumbered for the purposes stated in Section 18 hereof, shall be paid to Lessor for deposit in the LeasePurchase Payment Account, and proceeds deposited into the Lease-Purchase Payment Account shall applied to Lessee's Lease-Purchase Payments; and

(c) In the event of total destruction of any Units of Equipment, Lessee shall apply insurance proceeds, selfinsurance and any other moneys available and appropriated for the purpose, to the acquisition of replacement Equipment or pay in full the Purchase Price described in Section 20 of this Agreement.

SECTION 20. Purchase Option.

Lessee, upon 30 days prior written notice to Lessor and after the Commencement Date, shall have the right to purchase the Equipment, in whole, thereof on any Purchase Price Date by paying to Lessor the LeasePurchase Payment then due on the applicable Individual Payment Schedule, together with the Purchase Price relating to that date.

SECTION 21. Assignments.

(a) Lessee may not, without the prior written consent of Lessor: (i) assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of this Agreement or any Individual Payment Schedule under this Agreement or any Unit of Equipment (without replacement or substitution) or any interest in this Agreement or any Individual Payment Schedule under this Agreement or Unit of Equipment, or (ii) sublease the Equipment or permit it to be operated by anyone other than Lessee, Lessee's employees or persons authorized by Lessee in connection with Lessee's operation and maintenance of the Equipment.

(b) This Agreement and each Individual Payment Schedule and the obligations of Lessee to make payments under each Individual Payment Schedule, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantees, holders, assignees or subassignee by Lessor, whereupon such successors, grantees, holders, assignees or subassignee shall succeed to all of Lessor's rights and (except to the extent of any servicing obligations retained by Lessor) obligations. Upon any sale, disposition, assignment or reassignment, Lessee shall be provided with a notice of the same by Lessor or its grantees, holders, assignees or subassignee; provided, however, that failure to provide such notice to Lessee shall not invalidate, void or render ineffective such assignment. Such sale, disposition, assignment or reassignment shall be effective upon receipt of such notice by Lessee.

(c) Subject to Section 18 hereof, Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Lessor's breach of this Agreement) that Lessee may from time to time have against Lessor or Vendor. Lessee agrees to execute all documents, including registering of assignments, notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor or assignee to protect its interest in the Equipment, in this Agreement and in each Individual Payment Schedule.

(d) To the extent permitted by law, Lessee hereby agrees that Lessor may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby one or more interests are created in this Agreement under each Individual Payment Schedule, the Equipment or the Lease-Purchase Payments under this Agreement and each Individual Payment Schedule or (ii) with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity.

SECTION 22. Events of Default.

The occurrence of any one or more of the following events constitutes an "Event of Default" under this Agreement:

(a) Lessee's failure to make during the Lease Term any LeasePurchase Payment (including Additional Rent or any other payment) as it becomes due in accordance with the terms of any Individual Payment Schedule to this Agreement, and the failure continues for 10 days after the due date, except due to a non-appropriation event described in Section 18 hereof; or

(b) Lessee's failure to perform or observe any other covenant, condition or agreement to be performed or observed by it under any Individual Payment Schedule to this Agreement, and the failure is not cured or steps satisfactory to Lessor taken to cure the failure, within 15 days after written notice of the failure to Lessee by Lessor; or

(c) The discovery by Lessor that any material statement, representation or warranty made by Lessee in this Agreement, any Individual Payment Schedule hereto or in any writing delivered by Lessee pursuant to or in connection with this Agreement is false, misleading or erroneous in any material respect; or

(d) The initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of Lessee; or

(e) Lessee shall be or become insolvent, or admit in writing its inability to pay its or his debts as they mature, or make an assignment for the benefit of creditors; or Lessee shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Lessee; or Lessee shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or

similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against Lessee, or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of Lessee.

SECTION 23. Remedies.

Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies as to the Equipment:

(a) Within 15 days after written demand or notice to Lessee, (i) enter and take immediate possession of the Equipment wherever situated, without any court order or process of law and without liability for entering the premises, or (ii) require Lessee to transfer all of its right, title and interest and to peaceably surrender possession of the Equipment to Lessor or its assignee on the effective date of such termination, and to have such Equipment packaged for shipment and delivery to Lessor, at Lessee's sole cost and expense, in accordance with manufacturer's specifications; and

(b) Sell or lease the Equipment or sublease the Equipment for the account of Lessee, holding Lessee liable for all LeasePurchase Payments (including Additional Rent and other payments) due during the then applicable Fiscal Period to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable during such Fiscal Period by Lessee under all Individual Payment Schedules of this Agreement; and

(c) Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement or to rescind this Agreement as to any or all of the Equipment.

To the extent permitted by law, Lessee will remain liable for all covenants and obligations under this Agreement, and for all reasonable legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by Lessor with respect to the enforcement of any of the remedies under this Agreement, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred.

Upon an Event of Default or as otherwise required herein or under any Individual Payment Schedule to this Agreement, Lessee shall within ten (10) calendar days after written notice from Lessor as provided for in this Section 23(b), at its own cost and expense: (a) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (b) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may enter upon Lessee's premises where the Equipment is kept

and take possession of the Equipment and charge to Lessee the costs of such taking. To the extent permitted by applicable law, Lessee hereby expressly waives any damages occasioned by such taking, unless caused solely and directly by Lessor's negligence or failure to comply with the UCC. In the event that Lessee makes modifications to a site after any Equipment has been installed therein and such modifications impede the removal of the Equipment, the cost of removing the impediments and restoring the site shall be the sole expense of Lessee. Lessee agrees that if Lessee is required to deliver any item of Equipment to Lessor or Lessor's agent, the Equipment shall be delivered free of all substances which are regulated by or form a basis for liability under any Environmental Law (other than items necessary for the use or operation of the Equipment for the purposes for which it was intended so long as such items have been hauled, conveyed, stored, treated, transported and disposed of in accordance with Environmental Laws). All of Lessee's right, title and interest in any Equipment the possession of which is taken by Lessor upon the occurrence of an Event of Default (including, without limitation, construction contracts, warranties, guaranties or completion assurances applicable to such Equipment) shall pass to Lessor, and Lessee's rights in such Equipment shall terminate immediately upon such repossession.

SECTION 24. No Remedy Exclusive.

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. All remedies herein conferred upon or reserved to Lessor shall survive the termination of this Agreement.

SECTION 25. Notices.

All notices to be given under this Agreement shall be made in writing and mailed by certified or registered mail, return receipt requested, to the parties at the addresses set forth herein or at such other address as the party may provide in writing from time to time.

SECTION 26. Headings.

All section headings contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

SECTION 27. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State.

SECTION 28. Delivery of Related Documents.

Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transactions contemplated by this

Agreement, including the Individual Payment Schedules which are or become a part of this Agreement.

Lessor and Lessee agree that this Agreement or any other appropriate documents may be filed or recorded to evidence the parties' respective interests in the Equipment, this Agreement and/or each Individual Payment Schedule hereunder.

SECTION 29. Special Representations and Covenants of Lessor.

Lessor represents that:

(a) Lessor is a limited liability company duly organized, existing and in good standing under the laws of the State of Ohio; has full and complete power to enter into this Agreement and to enter into and carry out the transactions contemplated hereby, and to carry out its obligations under this Agreement; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Agreement;

(b) neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof and thereof, nor the consummation of the transactions contemplated hereby and thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor or its property is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge, or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment, as defined in the Lease except encumbrances permitted by the Lease; and

(c) upon exercise by Lessee of its option to purchase the Equipment pursuant to this Agreement, Lessor will deliver to Lessee all documents which are or may be necessary to vest all of Lessor's right, title and interest in and to the Equipment in Lessee, and will release all liens and encumbrances created under this Agreement with respect to the Equipment.

SECTION 30. Special Representations, Warranties and Covenants of Lessee.

In addition to the representations, warranties and covenants in Section 9 hereto, Lessee represents, covenants and warrants that:

(a) it is a political subdivision of the State responsible for governmental functions as specified by law and that acquiring, owning and financing of the Equipment and the leasing of the Equipment will advance such purposes. Lessee further represents that it intends, to the fullest extent possible, to support and maintain the Equipment to assure performance of its essential function;

(b) the laws of the State authorize Lessee to acquire, operate and maintain the Equipment to be leased pursuant to this Agreement, to enter into this Agreement and the transactions contemplated thereby, and carry out its obligations under this Agreement;

(c) the officers of Lessee executing this Agreement have been duly authorized to execute and deliver this Agreement under the terms and provisions of a resolution (or ordinance) of Lessee's governing body or by other appropriate official action;

(d) Lessee has complied with all open meeting laws, all public bidding laws requirements for referendum (if any), debt limitations (if any) and all other laws of the State and the United States applicable to this Agreement and the acquisition of the Equipment by Lessee;

(e) except as provided under the terms of this Agreement, Lessee will not transfer, sell, lease, assign, mortgage or encumber the Equipment;

(f) the Equipment constitutes public property to be used solely for public purposes and Lessee will use the Equipment during the term of this Agreement only to perform essential governmental functions;

(g) Lessee will execute and file with the Internal Revenue Service the information reporting statement required by Section 149(e) of the Code, (Form 8038G or 8038GC);

(h) Lessee does not reasonably anticipate that less than 95% of the proceeds of the Lease will be used for "local government activities" of Lessee;

(i) Lessee has duly authorized the execution and delivery of this Agreement and each Individual Payment Schedule by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Individual Payment Schedule;

(j) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof;

(k) The payment of the Lease Purchase Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local government unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the costs of the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment; and

(l) all representations, warranties, covenants and statements contained in this Agreement are true and correct.

Upon the execution of each Individual Payment Schedule, Lessee will provide Lessor a completed and executed copy of the opinion of the legal counsel to Lessee, substantially in the form attached hereto as *Exhibit E*. The opinion of legal counsel to Lessee will be dated the date that funding for the Individual Payment Schedule is provided by Lessor. In addition, Lessee shall provide the items listed as *Exhibits A* through *H*, as each exhibit may be applicable to a specific Individual Payment Schedule (and the applicable supplements thereto), as provided for in Individual Payment Schedule 1 and each subsequent schedule.

SECTION 31. Reserved.

SECTION 32. Entire Agreement.

This Agreement, together with all Individual Payment Schedules and attachments and exhibits, and other documents or instruments executed by Lessee and Lessor in connection with this Agreement, constitute the entire agreement between the parties with respect to the lease of the Equipment.

SECTION 33. Amendments.

This Agreement may not be modified, amended, altered or changed except with the written consent of Lessee and Lessor and except as contemplated by the addition of Individual Payment Schedules.

SECTION 34. Severability.

In any provision of, or any covenant, obligation or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Agreement. The invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 35. Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

SECTION 36. Further Assurances.

The parties further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Lessor and its successors and assigns, all and singular, the interests in the Equipment hereby assigned, and otherwise implementing the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Master LeasePurchase Agreement by their authorized officers on the dates of the respective acknowledgments as of December __, 2022.

Midwest Golf & Turf – ClubCar

By:

Name: _____

Title: _____

**BOARD OF PARK COMMISSIONERS OF THE
CITY OF BLOOMINGTON, INDIANA**

By:

Name: Kathleen Mills

Title: Board President

EXHIBIT A
EQUIPMENT SCHEDULE NO. 1.

Lessor: Midwest Golf & Turf ClubCar

Lessee: Board of Commissioners of the City of Bloomington, Indiana

This Equipment Schedule entered into this ____ day of December, 2022, by and between Lessor and Lessee pursuant to and subject to the terms and conditions of the Master LeasePurchase Agreement dated as of December ___, 2022 (the "Agreement") and this Individual Payment Schedule (the "Individual Payment Schedule" and together with the Agreement, the "Lease").

Section 1. Equipment covered by this Equipment Schedule.

Pursuant to the terms of the Agreement, Lessor agrees to disburse money in an amount equal to \$254,527 directly to Professional Golfer Corporation, for all of the following equipment: electric golf cars identified on Invoice #CGC75T4819 dated December ___, 2022, submitted by Professional Golfer Corporation (collectively, the "Equipment"). Upon the Lessee receiving the Equipment, Lessor agrees to lease the Equipment to Lessee.

Section 2. Billing Address: 401 N. Morton Street, Suite 240, Bloomington, Indiana 47404, Attention: Controller

Section 3. Term: Ending on December 30, 2025

Payment Frequency: Quarterly in advance

Section 4. Rent. *See Exhibit B*

Commencement Date: December ___, 2025.

Section 5. Base Rent.

The Base Rent of the LeasePurchase Payments is determined by applying an annual rate of interest equal to 3.99% of the outstanding balance of an original principal amount of \$254,527 for the Equipment, being an amount equal to the cost of acquiring the Equipment.

Section 6.

Prepayment Terms.

Lessee may prepay the Lease under this Equipment Schedule No. 1 at on any Purchase Price Date, subject to the notice provision in Section 20, during the Lease Term in an amount equal to the remaining Principal Component of Lease-Purchase Payments, and without premium or penalty. It is intended that the prepayment option be exercised in whole, however, at Lessor's discretion, the prepayment option may be exercised in part.

Midwest Golf & Turf - ClubCar

By: _____

Name: _____

Title: _____

**BOARD OF PARK COMMISSIONERS OF THE
CITY OF BLOOMINGTON, INDIANA**

By: _____

Name: Kathleen Mills

Title: Board President

EXHIBIT B
SCHEDULE OF PAYMENTS

Payment Date	Total Payment	Principal Component	Interest Component
June 30, 2019	\$29,987.88	\$29,987.88	\$0.00
September 30, 2019	14,993.94	13,048.69	1,945.25
December 30, 2019	14,993.94	13,178.85	1,815.09
March 30, 2020	14,993.94	13,310.31	1,683.63
June 30, 2020	14,993.94	13,443.08	1,550.86
September 30, 2020	14,993.94	13,577.18	1,416.76
December 30, 2020	14,993.94	13,712.61	1,281.33
March 30, 2021	14,993.94	13,849.39	1,144.55
June 30, 2021	14,993.94	13,987.54	1,006.40
September 30, 2021	14,993.94	14,127.06	866.87
December 30, 2021	14,993.94	14,267.98	725.95
March 30, 2022	14,993.94	14,410.31	583.63
June 30, 2022	14,993.94	14,554.05	439.89
September 30, 2022	14,993.94	14,699.22	294.71
December 30, 2022	14,993.94	14,845.85	148.09

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

The undersigned, Lessee under that Master LeasePurchase Agreement, dated as of December ___, 2022, Equipment Schedule No. 1 hereby certifies that:

The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.

The Equipment is covered by insurance in the types and amounts required by the Agreement, and the Equipment is located at the locations set forth in the disbursement requests provided to Lessor required in Exhibit A to the Agreement.

No event of default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

The undersigned, Lessee, hereby certifies that the Equipment described in Exhibit A, has been delivered to, and installed at, the Equipment Location specified therein and, as between Lessor and Lessee, is in good working order and is hereby accepted December ___, 2022.

CITY OF BLOOMINGTON, INDIANA

By: _____

Name: Kathleen Mills

Title: Board President

EXHIBIT D

ARBITRAGE AND USE CERTIFICATE

We, the undersigned, hereby certify that we are the duly qualified and acting President of the Board of Park Commissioners and Controller, respectively, of the City of Bloomington, Indiana ("Lessee"), and that the Board President of Lessee, in the Board President's official capacity as such officer, is responsible for executing and delivering on behalf of Lessee the Master Lease-Purchase Agreement (the "Agreement") by and between Lessee and Midwest Golf & Turf - ClubCar ("Lessor"), dated as of December __, 2022 (the "Agreement Date"). This Certificate is being issued pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations issued thereunder. The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter:

1. The Agreement provides for the lease of certain equipment described in the applicable Equipment Schedule - Exhibit A to the Agreement (the "Equipment") by Lessor to Lessee and the lease of the Equipment by Lessee from Lessor. Pursuant to the Agreement, Lessee is required to make payments of Base Rent with respect to the Equipment comprising principal and interest, on the dates and in the amounts set forth in the Schedule of Payments - Exhibit B to the Agreement, plus Additional Rent, if any, as described in the Agreement.
2. A contract or contracts providing for the acquisition and delivery of the Equipment has or have been executed by Lessee.
3. The total amount of Sale Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Code, of the principal deemed received under the Agreement by Lessee will not exceed the amount necessary to finance the acquisition of the Equipment.
4. Lessee has incurred, or will incur no later than six months after the Agreement Date, a substantial binding commitment to expend at least 5% of the Net Sale Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Code, of the principal deemed received under the Agreement for the Equipment, which will be acquired with due diligence and, based upon the provisions of the contract described in paragraph 2 hereof.
5. All of the Net Sale Proceeds of the principal deemed received under the Agreement will be expended on the Equipment and related expenses no later than three years after the Agreement Date.
6. Lessee does not expect to sell, exchange or otherwise dispose of its interest in the Equipment during the term of the Agreement.
7. Lessee will permit no more than 10% of the use of the Equipment by a non-governmental person if more than 10% of the Base Rent and Additional Rent, if any, is secured or to be paid, either directly or indirectly, by any non-governmental person and

will permit no more than 5% of the use of the Equipment by a non-governmental person if such use is not related to Lessee's use of the Equipment.

8. There are no amounts, other than the Gross Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Code, deemed received under the Agreement, that have a nexus to the acquisition of the Equipment sufficient that such other funds, if any, would have been used for that purpose. There are no Replacement Proceeds, as defined in Treas. Reg. § 1.148-1(c), issued under the Code, such as sinking funds or pledged funds for payment of the Base Rent and Additional Rent, if any, and the term of the Agreement is not longer than reasonably necessary for the acquiring, installing and paying for the Equipment.

9. Lessee will comply with all requirements of Section 148(f) of the Code and the Treasury Regulations issued thereunder relating to rebate of certain arbitrage earnings on investments acquired with Gross Proceeds deemed received under the Agreement to the United States of America.

10. Lessee anticipates spending all of the proceeds received under the Agreement within six months from the date of the Agreement. Therefore, Lessee anticipates satisfying the temporary period relating to rebate found in Section 148(f)(4)(B) of the Code and Treas. Reg. § 1.148-7(c).

11. Lessee will file Form 8038-G, as applicable, for the Agreement no later than May 15, 2023.

12. Lessee will keep proper records and accounts, which should contain complete and correct entries of all transactions relating to the Agreement, for at least six years after the end of the Agreement. Lessee understands that failure to maintain the records described in this section might result in interest on the Agreement becoming includable in the gross income of Lessor for federal income tax purposes and might result in additional rebate liability.

(a) Lessee will keep all records relating to the use of the Project, including all management and service contracts, all research agreements, if any, all leases and other rental agreements and any sales or disposition contracts, as well as any opinions of Bond Counsel that may be obtained.

(b) Lessee will keep copies of all records relating to the determination of Yield, including Issue Price, as defined in Treas. Reg. § 1.148-4, issued under the Code, and rebate or other payments for the Agreement, as provided in Treas. Reg. §§ 1.148-3 or -5, issued under the Code.

13. To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would change the foregoing expectations and the foregoing satisfy the requirement for post-issuance compliance procedures of Lessee.

WITNESS my hand this _____ day of December, 2022.

**BOARD OF PARK COMMISSIONERS OF
THE CITY OF BLOOMINGTON, INDIANA**

By: _____

Name: Kathleen Mills
Title: Board President

By: _____

Name: Jeffrey Underwood
Title: City Controller

EXHIBIT E

OPINION OF COUNSEL TO LESSEE

(Must be typed on letterhead of counsel preparing opinion)

Midwest Golf & Turf - ClubCar
Fort Wayne, IN

Barnes & Thornburg LLP
Indianapolis, Indiana

Re: Master LeasePurchase Agreement dated as of December __, 2022, by and between Midwest Golf & Turf - ClubCar ("Lessor") and the Board of Park Commissioners of the City of Bloomington, Indiana ("Lessee"); Individual Payment Schedule No. 1

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Master LeasePurchase Agreement described above, including Individual Payment Schedule No. 1. ("Schedule 1") (collectively, the "Lease") and various related matters, and in this capacity have reviewed an executed duplicate original or certified copy of the Lease by and between Lessee and Lessor, including all schedules and exhibits forming a part thereof and other instruments and documents related to the Lease. All capitalized terms used herein shall have the meanings given them in the Lease, except as defined herein.

Based upon my examination of the foregoing and of such provisions of law, judicial decisions, opinions and other matters as we deemed necessary and relevant in order to render the opinions set forth below, it is my opinion that:

1. Lessee is a unit and political subdivision of the state of State of Indiana (the "State"), duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under applicable law to enter into the Lease by and among Lessee and Lessor, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and constitute valid and binding obligations of Lessee enforceable in accordance with the terms thereof, except as enforceability may be limited by applicable bankruptcy, reorganization or other similar laws of general application relating to or affecting the rights of creditors.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting laws, public bidding laws,

prevailing wage laws, requirements for referendum (if any), applicable debt limitations and other applicable laws of the State and the United States.

5. Lessee has sufficient moneys available to make all Lease Payments required to be paid under the Lease during the current fiscal year of Lessee and such moneys have been properly budgeted and appropriated for this purpose in accordance with applicable law.

6. The execution of the Lease does not result in the violation of any constitutional, statutory, other limitation or contractual obligation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no action, suit or proceeding pending or, to the best of my knowledge, threatened against or affecting Lessee, before any court, administrative agency, arbitrator or governmental body, that challenges the existence or organization of Lessee; the title of any of the present officers of Lessee to their respective offices, the authority or proceedings for the execution and delivery of the Lease and the other documents described above, the appropriation of moneys to make LeasePurchase Payments pursuant to the Lease to the extent of such appropriations; or the authority of Lessee otherwise to perform its obligations under the Lease.

8. The property acquired pursuant to the Lease constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

9.

EXHIBIT F

[IF APPLICABLE]

CERTIFICATE OF FISCAL OFFICER

Re: Master LeasePurchase Agreement dated as of December __, 2022, by and between Midwest Golf & Turf ClubCar ("Lessor") and the Board of Park Commissioners of the City of Bloomington, Indiana ("Lessee"), Individual Payment Schedule No. 1

The undersigned, Jeffrey Underwood, as the Controller of the City of Bloomington, Indiana, for and on behalf of Lessee hereby certifies that the moneys required to meet the obligations of Lessee during the current fiscal period, with respect to Individual Payment Schedule No. 1 of the Master LeasePurchase Agreement have been lawfully appropriated by Lessee for such purposes and are in the treasury of Lessee or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

By: _____

Name: Jeffrey Underwood

Title: City Controller

Date: December __, 2022

EXHIBIT G

INSURANCE COVERAGE REQUIREMENTS

To: Midwest Golf & Turf - ClubCar
From: City of Bloomington, Indiana
SUBJECT: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with Section 19 of the Master LeasePurchase Agreement dated as of December 2022 and Individual Payment Schedule No. 1 (collectively, the "Agreement"), we have instructed the insurance agent named below (please fill in name, address and telephone number)

Agent's Name:

Agency Name:

Address:

Phone:

to issue:

(a) All Risk Physical Damage Insurance on the leased Equipment or Unit thereof (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor "and/or its assigns" as Loss Payee; and

(b) Public Liability insurance evidence by a Certificate of Insurance naming "Lessor and/or its assigns" as an Additional Insured.

Minimum Coverage Required:

\$225,000.00 per person

\$225,000.00 aggregate bodily injury liability

\$225,000.00 property damage liability

2. Pursuant to Section 19 of the Agreement, we are selfinsured for all risk, physical damage, and public liability and will provide proof of such selfinsurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage will be provided to Lessor prior to the time that the Equipment or Unit thereof is delivered to us.

CITY OF BLOOMINGTON, INDIANA

By:

Name: Jeffrey Underwood
Title: City Controller

MUNICIPAL CERTIFICATE

Re: Master LeasePurchase Agreement, dated as of December __, 2022 (the "Agreement"), by and between Midwest Golf & Turf - ClubCar ("Lessor") and the Board of Park Commissioners of the City of Bloomington, Indiana ("Lessee")

I, the undersigned, the duly elected, qualified and acting Secretary of the above-captioned Lessee does hereby certify this ____ day of December, 2022 as follows:

1. Lessee did, at a regular meeting of the Board of Park Commissioners held on December __, 2022 by motion duly made, seconded and carried in accordance with all requirements of law approve and authorize the execution and delivery of the Agreement and Individual Payment Schedule No. 1 (the "Individual Payment Schedule" and together with the Agreement, the "Lease") on its behalf by the following named representatives of Lessee to wit:

Printed Name: Kathleen Mills
Title: Park Board President
Signature: _____

Printed Name: Jeffrey Underwood
Title: City Controller
Signature: _____

Printed Name:
Title:
Signature: _____

2. Enter number of required signatures (if more than one). N/A

3. The above named representative(s) of Lessee held at the time of such authorization, and holds at the present time, the office set forth above.

4. The meeting of the Board of Park Commissioners at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.

5. There is no litigation of any nature either pending or threatened, restraining or enjoining the execution of the Lease nor directly or indirectly affecting the proceedings and authority by which the Agreement has been authorized and executed, nor any dispute, controversy or litigation affecting the validity of or security for the Agreement.

6. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

7. All insurance required in accordance with the Agreement is currently maintained by Lessee.

8. Lessee is not in default for the payment of principal of or interest on any of its notes or bonds or other obligations now outstanding.

IN WITNESS WHEREOF, I hereunto set my hand the day and year first above written.

By:

Name: Kim Clapp

Title: Park Board Secretary

DMS BDD 14344367v2



STAFF REPORT

Agenda Item: C-6
Date: 12/7/22

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: December 13, 2022
SUBJECT: Service Agreement with Bluestone Tree, LLC.

Recommendation

Staff recommends approval of service agreement with Bluestone Tree, LLC. for the removal of hazard trees, pruning, or hazard reduction pruning in an amount not to exceed \$18,000.

Funding source: 200-18-189503-53990

Background

In 2022 there were approximately 250 trees removed around the City of Bloomington. Several of these were hazard trees along property lines, in right-of-way, and in areas that were beyond the scope of what Urban Forestry staff could safely or expediently mitigate. Having this service agreement allows for time-sensitive hazards trees and limbs to be removed before causing any undue harm or property damage.

RESPECTFULLY SUBMITTED,

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

Haskell Smith, Urban Forester

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE, LLC.

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

Article 1. Scope of Services Contractor shall provide tree removal and pruning ("Services"). Specific scopes of work will be quoted individually and approved by BPRD in writing before work commences. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 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 Eighteen Thousand dollars and zero cents (\$18,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Haskell Smith, Urban Forester, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Complete work by December 31, 2023.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:
Department: City of Bloomington, Attn: Haskell Smith, Urban Forester, 401 N. Morton, Bloomington, IN 47404. Contractor: Bluestone Tree, LLC. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

BLUESTONE TREE, LLC.

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Name

Paula McDevitt, Director
Parks and Recreation Department

Title

Kathleen Mills, President

Date

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 _____)
COUNTY OF _____) SS:

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Bluestone Tree, LLC.

By: _____

STATE OF _____)
COUNTY OF _____) SS:

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: C-7
Date: 12/7/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners, Board of Public Works
FROM: Tim Street, Operations and Development Division Director
DATE: December 13, 2022
SUBJECT: MEMORANDUM OF UNDERSTANDING WITH DUKE ENERGY FOR THE
DUKE RELIABILITY PROJECT PHASE 2

Recommendation

Staff recommends approval of a MOU with Duke Energy Incorporated for the upcoming phase of the “Duke Reliability Project” that will connect the transmission lines between the substation on Rogers across from Switchyard Park to the substation at 11th and Fairview.

Background

The City previously worked with Duke Energy to negotiate phases of the Duke Reliability Project to improve electric service reliability in Bloomington. Phase 1 was completed in 2019 and Phase 2 is scheduled to begin in early 2023. More information, including the route map for the new transmission lines, can be found on Duke’s website: <https://www.duke-energy.com/our-company/about-us/electric-transmission-projects/bloomington-rogers-street>. The installation of transmission lines for Phase II will result in the loss of approximately 126 city-owned “street trees.” Duke Energy has agreed to compensate the City \$49,000 for the loss of these trees; this money will be used for street trees in Bloomington with a priority focus on replanting as many as possible along this corridor after the conclusion of the project. This fee was negotiated based on the Urban Forester’s assessed value of the trees to be lost based on species, tree health, and the size of the tree’s diameter at breast height (“dbh”).

The project will also necessitate work in the right-of-way and on trails, and this MOU additionally outlines steps Duke Energy will take to coordinate with the City, including the Board of Park Commissioners and Board of Public Works, for closures and other impacts.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is fluid and cursive, with the first name "Tim" and last name "Street" clearly legible.

Tim Street, Operations and Development Division Director

2021-January

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF BLOOMINGTON AND
DUKE ENERGY INDIANA, LLC
FOR RESPONSIBILITIES REGARDING THE
"2023 DUKE RELIABILITY PROJECT"**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Bloomington, acting through its Board of Park Commissioners and Board of Public Works ("City") and Duke Energy Indiana, LLC ("DEI").

WHEREAS, DEI is engaging in a capital project to connect the power substation at the intersection of 11th and Fairview Streets with the substation on Rogers Street directly west of Switchyard Park with high-voltage transmission lines (the "Project"); and

WHEREAS, the completion of the Project will necessitate location of electric facilities in public rights-of-way ("ROW") along roads and adjacent to trails; and

WHEREAS, as part of the use of the public ROW, DEI will comply with the City's permitting process for work within the public ROW, including Maintenance of Traffic plans for land, road, and trail closures. Road closures and restrictions will be approved through the City's Engineering Department, and trail closures and restrictions will be approved through the Parks and Recreation Department; and

WHEREAS, the City will not unduly or unreasonably interfere with the permitting process as described above; and

WHEREAS, the use of the public ROW will result in the removal of existing trees in the public ROWs which may result in public comments/complaints to DEI or the City;

WHEREAS, each of the Parties agrees to undertake certain aspects of the work related to the use of the public ROW as set forth below;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration set forth below, which the Parties acknowledge as sufficient, the Parties agree as follows:

1. **DEI OBLIGATIONS**: DEI shall, as part of its work on the Project in the public ROW:
 - a. Issue a press release, prepared in conjunction with the City, that the City has approved the Project's use of public ROW, the Project itself, including its purpose, scope and impact on the public ROW, and that the Project will necessitate the removal of specified City-owned trees in the public ROW;
 - b. Safely remove all City-owned trees (as identified by the City as City-owned) that in the reasonable exercise of DEI's judgment must be removed to complete the Project;
 - c. Remove vegetation debris caused by the tree removal work described in

subparagraph 1(a);

- d. Grind stumps of any City-owned trees that are removed in accordance with subparagraph 1(a);
- e. Respond to any comments or complaints by the public to DEI about the use of the public ROW for the Project, which responses shall not denigrate or negatively portray the Project, the use of the public ROW, or the City; and
- f. Make a one-time payment of Forty-Nine Thousand Dollars (\$49,000) to the City within thirty (30) business days of the commencement of the Project construction to assist the City in replanting approved vegetation at the conclusion of the Project, in place of trees removed in accordance with subparagraph 1(a).

2. CITY OBLIGATIONS: The City shall:

- a. Purchase and replant vegetation in the public ROW corridors after the completion of all activities by DEI and its subcontractors, provided that any vegetation the City chooses must meet NESC regulations and DEI vegetation guidelines, with the exception that DEI will permit the City to choose and plant trees pursuant to this Section 2a with a maximum maturity height of twenty feet (20') even though this height varies from the DEI vegetation guidelines;
- b. Remain solely responsible for the care and maintenance of any vegetation planted by it in the public ROW pursuant to this Agreement. However, DEI, in its sole discretion, may maintain, trim or remove such vegetation in the public ROW in accordance with utility vegetation management guidelines; and
- c. Respond to any comments or complaints by the public to the City about the use of the public ROW for the Project, which responses shall not denigrate or negatively portray the Project, the use of the public ROW, or DEI.
- d.

3. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. This Memorandum of Understanding will remain valid and in effect for a period of one year from the date of Project commencement of construction.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON
BOARD OF PARK COMMISSIONERS**

DUKE ENERGY INDIANA, LLC

Kathleen Mills, President
Board of Park Commissioners

Amanda L. Brinker, Manager,
Land Services I

Date

Date

Paula McDevitt, Director
City of Bloomington Parks and Recreation

Date

Kyla Cox Deckard, President
Board of Public Works

Date



STAFF REPORT

Agenda Item: C-8
Date: 12/7/2022

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: December 13, 2022
SUBJECT: MSI SECURITY SERVICES 2023 CONTRACT

Recommendation

Staff recommend approval of a contract with Marshall Security (MSI) to provide security services in parks and on trails in 2023.

Contract total: \$297,840.00

Funding source: 200-18-189000-53990 (Operations) and 200-18-189006-53990 (Switchyard Park)

Background

This will be the second full year of contracting MSI for security services in and along parks and trails. The scope of work remains substantively the same in terms of how officers and vehicles are provided: officers will be in uniform, unarmed, and will have an appropriate vehicle to patrol (only mini-vehicles will be used on the trails; typical vehicles are restricted to roads). One or two officers will be on shift at a given time though some times and patrol locations have been adjusted. Officers will support our custodial staff members as needed during the mornings and otherwise will regularly patrol between parks. MSI has software to log the location of officers' patrols, as well as incident reports. Patrols will happen every day of the year except for Thanksgiving, Christmas Eve, and Christmas. Parks staff may periodically update hours or add additional patrol locations through written agreement with MSI.

The table of times and locations is included below:

2021-January

6:00am-10:00pm	<p>One officer patrolling all park and trail locations. Typical patrol locations include:</p> <ul style="list-style-type: none"> • RCA Park • Switchyard Park • B-Line Trail • Seminary Park • Building Trades Park • Butler Park • Crestmont Park • Miller Showers Park • People's Park • Waldron, Hill, and Buskirk Park
5:00pm-10:00pm	One officer patrols Switchyard Park
10:00pm-2:00am	Two officers patrol park locations during closing hours
2:00am-5:00am	One officer patrols Switchyard Park

RESPECTFULLY SUBMITTED,



Tim Street, Operations and Development Division Director

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
MARSHALL SECURITY LLC
FOR
2023 SECURITY SERVICES**

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

WITNESSETH:

WHEREAS, the Department wishes to provide security services in parks in 2023; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed two hundred ninety seven eight hundred forty dollars (\$297,840.00) at a rate of \$25.50 per hour for each security officer provided. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

The term of this Agreement shall be one year, commencing on the effective date. This Agreement may be renewed for an additional one-year term as long as both parties mutually agree upon the terms. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable

termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

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

Article 8. Identity of the Contractor

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

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	Marshall Security
Attn: Tim Street	Jeff Nesbitt
401 N. Morton, Suite 250	2520 W 3 rd St
Bloomington, Indiana 47402	Bloomington, IN 47404

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

Article 25. Intent to be Bound

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

Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

MARSHALL SECURITY, LLC

Beth Cate, Corporation Counsel

Jeff Nesbitt, Owner

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

"Scope of Work"

The Services shall include the following:

1. All security officers will wear consistent and marked uniforms furnished and paid for by the Vendor. Uniforms will be clearly marked with "Security" and the security company logo.
2. Vendor will be notified by the City of the exact start and end date and time of necessary shifts. Security patrols will take place at the hours indicated below on each day of the year with the exception of Thanksgiving, Christmas Eve, and Christmas.

Switchyard Park	Parks & Trails
Provide one unarmed uniformed security officer, with appropriate vehicle, to patrol Switchyard Park daily from 5 p.m. to 10 p.m. and 2 a.m. to 5 a.m.	Provide one unarmed uniformed security officer, with appropriate vehicle, to patrol identified parks and trails daily from 6 a.m. to 10 p.m. Provide two unarmed uniformed security officers, with appropriate vehicle, to patrol together during the hours of 10 p.m. to 2 a.m.
The entirety of Switchyard Park is to be patrolled throughout the duration of identified security shifts.	The primary locations to be patrolled regularly include: <ul style="list-style-type: none">- Seminary Park- B-Line Trail- Building Trades Park- RCA Park- Butler Park- Crestmont Park- Miller Showers Park- Waldron, Hill, and Buskirk Park- People's Park- Switchyard Park Parks and Recreation staff may communicate with the Vendor regarding security needs at other parks throughout the year.
Contact: Hsiung Marler, General Manager, Switchyard Park	Contact: Tim Street, Operations Director, Bloomington Parks and Recreation

Exact hours may be subject to change throughout the year based on need. Any change in hours will be communicated in writing to the contractor at least one week before the change.

3. Security officer(s) shall arrive on site with enough time to begin their patrol by the start of their shift.
4. Security officer(s) shall bring all supplies needed to remain at their post for the duration of their shift.
5. Security officer(s) must maintain a courteous and professional demeanor, remaining attentive at all times to employees and public.
6. Vendor must notify Bloomington Parks in the event of any missed shifts, absences, or other issues preventing the ongoing provision of security patrols.
7. Security officer(s) will be required to contact the Bloomington Police Department for assistance if the situation warrants. The safety of the employees and the public is the first priority.
8. City will provide Vendor with a written copy of the park rules and regulations. Vendor shall employ appropriate tactics to consistently and professionally enforce the rules and regulations.
9. Security officer(s) shall be unarmed for the duration of their shift.
10. Vendor will provide a method for security officer(s) to check in at regular patrol locations listed above, providing evidence of presence and times patrolled. This can be tracked electronically or via another proposed method. A recording and reporting system should also be utilized to track incidents, damage, and other concerns. Reports should be filed and available to Parks staff by the completion of each shift regarding security issues, incidents, damage, vandalism, and other concerns.
11. Security officer(s) will be responsible to lock restroom facilities during evening patrol hours, ensuring no one is inside the restroom when the restrooms are locked. This includes restrooms at Switchyard Park, Butler Park, RCA Park, and Building Trades Park.
12. Vendor will provide a vehicle for Switchyard Park and an additional vehicle to patrol the other locations listed above. Vehicles that operate on public roads must be certified and safe to do so. The only vehicles used on trails shall be UTVs or other small-sized vehicles – not full-sized cars or SUVs. Except in an emergency, all vehicles should remain on roads and paths throughout parks to minimize damage to the facilities. Drivers must always be cautious of and deferential to park and trail users.
13. Vendor will provide cell phone number(s), a radio, or other means to get in touch with the shift supervisor or security officer(s) in the event of an immediate need.
14. The contract total is calculated based on the following chart of hours:

Hours:	Officers	Hours	Days*	Rate	Total	
6am-10:00pm	1	16	365	\$25.50	\$148,920.00	All locations - park patrol
5pm-10:00pm	1	5	365	\$25.50	\$46,537.50	Switchyard Evening Patrol
10:00pm-2:00am	2	4	365	\$25.50	\$74,460.00	All locations - park closures
2:00am-5:00am	1	3	365	\$25.50	\$27,922.50	Switchyard overnight
					\$297,840.00	

EXHIBIT B

“Project Schedule”

Services will be provided between January 1, 2023 and December 31, 2023.

[illegible]

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.

Printed Name _____

[illegible]

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Contractor

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: D-1 Date: 12/12/2022

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: December 13, 2022
SUBJECT: BICENTENNIAL GATEWAY SCHEMATIC CONCEPTS

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. The schematic designs will be presented to you for feedback this evening. The Parks Department will also be issuing a press release with these renderings that will launch a public feedback phase both online and via an in-person open house at City Hall following this meeting. 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